

Pennsylvania Board of Law Examiners
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Computer Based Testing Acknowledgement (Relief of Responsibility Statement)

As a Computer Based Testing (CBT) applicant I hereby acknowledge that I intend to exercise my option to answer the written portions of the Pennsylvania bar examination using my own personal laptop computer. I understand that the CBT fee is nonrefundable, and is in addition to my bar application filing fee. I fully understand and accept all of the requirements outlined with CBT on the Board of Law Examiners' (Board) website, and further understand and agree that it is my sole responsibility to correctly preinstall the Examplify® software from ExamSoft Worldwide, Inc. to be used during the administration of the written portions of the bar examination. Additionally, I understand that in order to be permitted to use my computer, I must register and certify software downloads with ExamSoft, and demonstrate that I have experience with both the laptop computer and the Examplify software that I will be using for the bar examination by taking several practice tests before examination day. I will accept the use of Examplify under the provisions of the ExamSoft license at www.examsoft.com/pabar and agree to be bound by its terms and conditions, which are listed on their website.

I have been notified, understand and accept the fact that no additional time will be given to me due to any unforeseen complications such as, but not limited to, power failure, lost data, and/or other technical problems, etc., that may be associated with using a computer. I have been notified, understand, and accept that the Board, its staff and ExamSoft, will not assume responsibility for technical difficulties that may be incurred when using a laptop computer during the bar examination. I also understand that in the event there is a malfunction with the computer or software, for any reason, I agree to begin and/or continue the examination by writing my answers in the answer books provided. I understand that once I start handwriting the essay/PT answers, I cannot return to CBT for any reason.

Additionally, I understand and accept the fact that in the rare event portions of my essay/PT answers become lost and unrecoverable, I will not hold the Board or its agents liable. Such data loss may result from, but is not limited to, power failure, technical problems, software incompatibilities, operator errors, etc. If I experience data saving and/or retrieval problems, I will immediately and continually assist the board staff in every way, including presenting, at the exam site or by mail, my laptop computer to the Board staff or their designated representative in attempts to retrieve my answer data. I understand that in the event any or all of my essay/PT answers are lost or unrecoverable, only those portions that are able to be retrieved will be graded. If I am unsuccessful on the bar examination, I understand that I cannot request, nor will I receive any reconsideration or modification of my essay/PT grades for any reason.

I understand that I will be admitted into the CBT testing area on Tuesday at approximately 15 to 20 minutes before morning instructions to set up my personal laptop computer at my assigned seat and begin the boot up procedures for the Examplify software. I will follow the CBT handout provided. I understand that if I have any technical difficulties or malfunctions I will immediately notify a proctor who will provide me with paper answer books for me to complete the bar examination by handwriting. I understand that if the Examplify software is not fully functional when the morning announcements begin, I will be required to handwrite my answers. Additionally, I understand that if I am late for any reason, I may be disqualified from using my laptop computer for this examination and that, if disqualified, will be required to handwrite my answers in the answer books provided, while taking the examination in my assigned seat in the CBT area.

I understand that I may NOT take my laptop with me over the lunch period, and that if I leave the exam before time is called in the PM session, I may NOT take my laptop with me. I will be required to return after dismissal to retrieve my laptop.

I understand that ALL of my essay/PT answers must be uploaded to ExamSoft's secure web server when designated. Failure to upload my answer files by 11:00 p.m. on the essay/PT day of the bar examination (Tuesday), may result in the disqualification of my essay/PT answers, and I will be required to sit for a subsequent bar examination.

I understand that the Executive Director, or her designated representative, has the final authority to determine my eligibility to utilize CBT for the bar examination. The decision of the Executive Director, or his designated representative, is final.

I hereby release, discharge, and exonerate the Board, its agents, representatives and/or any affiliate thereof from any and all liabilities of every nature and kind arising out of the option to use my own personal laptop computer for the written portions of the bar examination. I understand that no technical assistance will be provided in the event of a computer or software problem.