

**CND Candidate Handbook v6.1** 

Issue Date: July 1st, 2025

Policy Alignment: ISO 17024 Standard

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# Objective of C|ND Candidate Handbook

The C|ND Candidate Handbook outlines the following:

- a. Impartiality and objectivity is maintained in all matters regarding certification.
- b. Fair and equitable treatment of all persons in certification process.
- c. Provide directions for making decisions regarding granting, maintaining, renewing, expanding and reducing EC-Council certification/s
- d. Understand boundaries/limitations and restrictions of certifications.

## About EC-Council

The International Council of E-Commerce Consultants (EC-Council) is a member-based organization that certifies individuals in various e-business and information security skills. It is the owner and creator of the world famous Certified Ethical Hacker (CEH), Computer Hacking Forensics Investigator (CHFI), EC-Council Certified Security Analyst (ECSA), License Penetration Tester (LPT) certifications and as well as many other certifications that are offered in over 194 countries globally.

The EC-Council mission is "to validate information security professionals who are equipped with the necessary skills and knowledge required in a specialized information security domain that will help them avert a cyber conflict, should the need ever arise." EC-Council is committed to uphold the highest level of impartiality and objectivity in its practices, decision making, and authority in all matters related to certification.

Individuals who have achieved EC-Council certifications include those from some of the finest organizations around the world such as the US Army, the FBI, Microsoft, IBM and the United Nations.

Many of these certifications are recognized worldwide and have received endorsements from various government agencies including the US Federal Government via the Montgomery GI Bill, National Security Agency (NSA) and the Committee on National Security Systems (CNSS). Moreover, the United States Department of Defense has included the CEH program into its Directive 8570, making it as one of the mandatory standards to be achieved by Computer Network Defenders Service Providers (CND-SP).

EC-Council has also been featured in internationally acclaimed publications and media including Fox Business News, CNN, The Herald Tribune, The Wall Street Journal, The Gazette and The Economic Times as well as in online publications such as the ABC News, USA Today, The Christian Science Monitor, Boston and Gulf News.

For more information about EC-Council | Certification, please visit <a href="https://cert.eccouncil.org/">https://cert.eccouncil.org/</a>

# WHAT IS THE C|ND CREDENTIAL?



Certified Network Defender (CND) is a vendor-neutral, hands-on, instructor-led comprehensive network security certification training program. It is a skills-based, lab intensive program based on a jobtask analysis and cybersecurity education framework presented by the National Initiative of Cybersecurity Education (NICE). The course has also been mapped to global job roles and responsibilities and the Department of Defense (DoD) job roles for system/network administrators. The course is designed and developed after extensive market research and surveys.

The program prepares network administrators on network security technologies and operations to attain Defense-in-Depth network security preparedness. It covers the protect, detect and respond approach to network security. The course contains hands-on labs, based on major network security tools and techniques which will provide network administrators real world expertise on current network security technologies and operations. The study-kit provides you with over 10 GB of network security best practices, assessments and protection tools. The kit also contains templates for various network policies and a large number of white papers for additional learning.



## **CND Testimonials**

As an Internal Auditor, I find CND program to be versatile and useful to all professions. It has added great value to my skill set and I believe it will be of use for all IA who seeks to expand their area of expertise.

- Vuthy Keo

I filled the gap of my current security knowledge. The practical stuff from our instructor was interesting and liked the labs which showed you how to's for security management in the it environment.

- Rene Kretzinger

EC-Council is the best knowledge provider because they contribute to the world with marvelous courses which is useful for everyone around the world.

- Vy Sokhamphou

Good to know for starting in IT Technology Security, the courseware was Good, CND is my start to Technology Security basic.

- Ronald Karim

An excellent starting point for anyone interested in the IT Security Industry. Courseware was very comprehensive. Virtual Labs are absolutely amazing.

- Tevendren Padayachee (TEV)

I must say, my first attempt with EC-Council CND course has given me an opportunity to improve my knowledge to work in an organised way in cyber world. CND is a game changer in my career as it showed me the correct path for IT security.

- Anshul Gupta

I am very grateful for the effort given by EC-COUNCIL to give a fruitful and effective certification 'CND' to advance my career in the field of Security. I should specially appreciate EC-Council for their new course, the content outline and the study materials provided are all invaluable. I will definitely recommend EC-Council for anyone who seeks to advance their knowledge in the field of Security.

- Nithin Abraham

It is a wonderful course. EC Council truly covers a professional from all sides of information Security. Help a right from configuring to testing and auditing!

- Niranjana Karandikar

EC-Council CND program is one of THE BEST Network Security certifications with clear subject focusing and also teaches you just the right number of topics which are much needed for industry. I would be recommending CND over all the other network related security certifications.

- Gagan Jain Bommaiah Satish

The CND program is sensational, fully updated content and meets a demand repressed in the market. In Brazil we are addressing professionals and companies on the CND and the demand expectation this is great, because the content is very rich and what the program aims not learned in the course of graduate courses and much less in post-graduation courses.

- Leandro Mainardi

For latest C|ND Testimonials, please visit https://cert.eccouncil.org/cnd-testimonials.html

# Steps to Earn the ANAB-Accredited C|ND Credential

Candidates will be granted the Certified Network Defender credential by passing a proctored CND exam. The exam will be for 4 hours with 100 multiple choice questions.

The ANAB-accredited CND exam is available EC-Council Test Centers. Please contact https://eccouncil.zendesk.com/anonymous\_requests/new to provide you with the locations of the nearest test centers that proctor the ANAB-accredited CND exam.

You will be tested in the following domains:

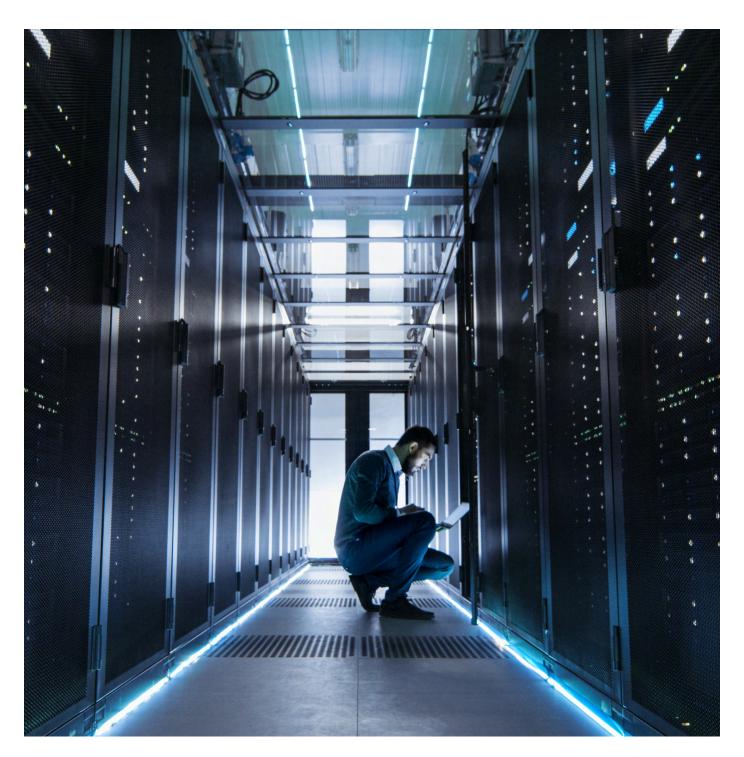
Domains
Network Defense Management
Network Perimeter Protection
Endpoint Protection
Application and Data Protection
Enterprise Virtual, Cloud, and Wireless Network Protection
Incident Detection
Incident Response
Incident Prediction

If you are interested in knowing the objectives of the ANAB-accredited CND exam, or the minimum competencies required to pass the ANAB-accredited CND exam, please refer to Appendix A: ANAB-accredited CND Exam Blueprint.

Upon successfully passing the exam you will receive your digital ANAB-accredited CND certificate within 7 working days.

The CND credential is valid for a 3-year period but can be renewed each period by successfully earning EC-Council Continued Education (ECE) credits. Certified members will have to achieve a total of 120 credits (per certification) within a period of three years.

All EC-Council-related correspondence will be sent to the email address provided during exam registration. If your email address changes it is your responsibility to notify https://eccouncil.zendesk.com/anonymous\_requests/new; failing which you will not be able to receive critical updates from EC-Council.



# To Attempt the CND Exam

In order to be eligible to attempt the CND certification examination, you may:-

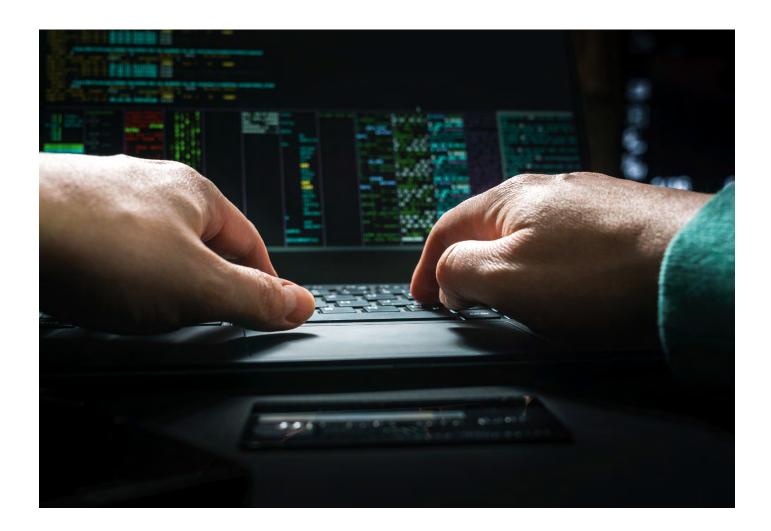
### A. Completed Official Training

Completed an official CND instructor-led training (ILT), online live training, academic learning or has been certified in a previous version of the credential.

Prior to attempting the exam, you are required to AGREE to:

- a. EC-Council Non-Disclosure Agreement terms
- b. EC-Council Candidate Certification Agreement terms

You should NOT attempt the exam unless you have read, understood and accepted the terms and conditions in full. BY ATTEMPTING THE EXAM, YOU SIGNIFY THE ACCEPTANCE OF THE ABOVE-MENTIONED AGREEMENTS available on Appendix B. In the event that you do not accept the terms of the agreements, you are not authorized by EC-Council to attempt any of its certification exams.



#### **B. Attempt Exam without Official Training**

In order to be considered for the EC-Council certification exam without attending official training, candidate must:

- a. Have at least two years of work experience in the Information Security domain.
- b. Educational background that reflects specialization in Information Security.
- c. Remit a non-refundable eligibility application fee of USD 100.00
- d. Submit a completed Exam Eligibility Application Form.
- e. The voucher purchase link will be sent upon application approval.

You need to fill the complete eligibility form and email it to eligibility@eccouncil.org for approval and remit USD100 eligibility fee through our webstore at https://store.eccouncil.org. Once approved, the applicant will be send instructions on purchasing a voucher from ECCouncil directly. EC-Council will then send the candidate the voucher code which candidate can use to register and schedule the test.

### 1. Eligibility Process

- a. Applicant will need to go to https://cert.eccouncil.org/Exam-Eligibility-Form.html to fill in an online request for the Eligibility Application Form.
- b. Applicant will receive an electronic Exam Eligibility Application Form and the applicant will need to complete the information required on the form.
- c. Submit the completed Exam Eligibility Application form. The Application is valid only for 90 days from the date when Application is submitted. Should we not receive any update from the applicant after 90 days, the Application will be automatically rejected. Applicant will need to submit a new application form.
- d. On an average an application processing time would be between 5-10 working days once the verifiers on the application respond to EC-Council's requests for information. Should the applicant not hear from us after 5 working days, the applicant can contact eligibility@eccouncil.org
- e. EC-Council will contact applicant's Boss/ Supervisor/ Department head, who have agreed to act as applicant's verifier in the application form, for authentication purposes.
- f. If application is approved, applicant will be required to purchase a voucher from EC-Council DIRECTLY. EC-Council will then send the candidate the voucher code which candidate can use to register and schedule the test at EC-Council Test Centers.
- g. The approved application stands valid for 3 months from the date of Approval, the candidate needs to test within 1 year from the date of voucher release.
- h. An application extension request will require the approval of the Director of Certification.
- i. If application is not approved, the application fee of USD 100 will not be refunded.

# EC-Council Exam Eligibility Application Form v4.2

CEH (Certified Ethical Hacker)

CHFI (Computer Hacking Forensic Investigator)

CND (Certified Network Defender)

CCSE v2 (Certified Cloud Security Engineer v2)

CTIA v2 (Certified Threat Intelligence Analyst v2)

CASE-JAVA v1 (Certified Application Security Engineer - Java v1)

CASE-.Net v1 (Certified Application Security Engineer - .Net v1)

EDRP v3 (EC-Council Disaster Recovery Professional v3)

ECDE v2 (EC-Council Certified DevSecOps Engineer v2)

#### Eligibility Requirements

In line with the ANAB ISO 17024 standard, either one of the following criteria is required by EC-Council to determine a candidate's eligibility.

a) A Candidate has completed "Official" training through an EC-Council Authorized Training Center (ATC).

Accepted "Official" training solutions: ATC Instructor-Led (ILT) or Academic Learning.

Or

- b) A Candidate may be granted permission to attempt the exam without "Official" training if:
  - i) The Candidate has and can prove two years of Information Security related experience.\* and;
  - ii) The Candidate remits a non-refundable Eligibility Application Fee of \$100 (USD) and;
  - iii) The application must be approved by EC-Council.

#### Steps for Eligibility Application

- Step 1: Complete the Application Form.
- Step 2: Attach a copy of your updated resume.
- Step 3: Send the application form and resume to eligibility@eccouncil.org
- Step 4: Pay Eligibility Application Fee of USD100 (Non-refundable). For payment, click here.
- **Step 5**: EC-Council will contact your nominated verifier for information validation.
- Step 6: Eligibility Application Decision:
- a. If your application is approved, you will be required to purchase the exam voucher directly from the EC-Council store. You will receive your exam voucher from EC-Council Certification Department within two working days of payment realization.
- b. If your application is rejected, you will receive an email from the EC-Council Certification Department stating the reasons for rejection.

**Confidentiality Of Information:** We treat personal information securely and confidentially. EC-Council adheres to the data and privacy laws and will not disclose the submitted information to any third party except for disclosing the information with your verifier.

**Disclaimer:** EC-Council reserves the right to deny certification to any candidate who attempted the exam without qualifying as per the mentioned eligibility criteria. Should the EC-Council audit team discover that a certificate was granted to a candidate who attempted the exam and did not qualify as per the eligibility criteria, EC-Council reserves the right to revoke the certification for such candidates and or pursue legal action

**Retention Of Documentation:** EC-Council will not retain any supporting documents related to the application beyond a period of 90 days from the date of receipt.

**Special Accommodation:** Should you have a special accommodation request, you can write to us at <u>certmanager@eccouncil.org</u>, for more information on our special accommodation policy please refer to <a href="https://cert.eccouncil.org/special-accommodation-policy.html">https://cert.eccouncil.org/special-accommodation-policy.html</a>

# EC-Council Exam Eligibility Application Form v4.2

Applicant Information (To be filled by the applicant)				
First Name:	Last Name:			
Email Address:				
Mailing Address:				
City:	Country:	Zip/Postal Code:		
Experience Qualifications				
Company Name:				
Company Website:				
lob Title / Position:				
Total number of years of experience in IT Security Domain:				
Number of years of IT Security related work experience with the current employer:				
Supervisor Name & Email Address:		Position:		

# EC-Council Exam Eligibility Application Form v4.2

#### Statement of Compliance

The objective of EC-Council's certifications is to introduce, educate and demonstrate hacking techniques and tools for legal security testing purposes only. Those who are certified by EC-Council any of our various "Hacking" disciplines, acknowledge that such certification is a mark of distinction that must be both earned and respected.

In lieu of this, all certification candidates pledge to fully support the Code of Ethics. Certified professionals who deliberately or intentionally violate any provision of the Code will be subject to action by a review panel, which can result in the revocation of the certification.

To this end, you will not exploit the thus acquired skills for illegal or malicious attacks and you will not use such tools in an attempt to illegally compromise any computer system. Additionally you agree to indemnify EC-Council and its partners with respect to the use or misuse of these tools, regardless of intent. You agree to comply with all applicable local, state, national and international laws and regulations in this regard.

I certify that I meet the experience and training requirements to apply to become certified in EC-Council's various "Hacking" certification discipline's. The information contained in this application is true and correct to the best of my knowledge. I understand that if I engage in any inappropriate, unethical, or illegal behavior or activity, my certification status can be terminated immediately.

By submitting this form to EC-Council, you agree to indemnify and hold EC-Council, its corporate affiliates, and their respective officers, directors and shareholders harmless from and against any and all liabilities arising from your submission of Personally Identifiable Information (such as passport, government ID, social security number etc) to EC-Council. Should EC-Council receive any Personally Identifiable Information attached to this application, this application will be rejected.

I do hereby state that all the details mentioned above are true and accurate to the best of my knowledge

Agree	Disagree		
Signature:		Date:	
-			

**Print Form** 

If you submit this application form electronically, please do not forget to attach the requested documents. Also, by clicking agree and typing your name in the signature slot, you agree to comply with the statement of compliance. If you choose to print your application form, please sign with your original signature to secure your compliance.

\*Cumulative experience is acceptable. (IT Security experience does not need to be in current job, or in one job)

<sup>\*\*</sup>If self-employed, please submit letter from at least one client describing your IT Security contribution to their business.

## **Retakes & Extensions**

## **EC-Council Exam Retake Policy**

If a candidate does not successfully pass an EC-Council exam, he/she can purchase ECC Exam center voucher to retake the exam at a discounted price.

- a. If a candidate is not able to pass the exam on the first attempt, no cooling or waiting period is required to attempt the exam for the second time (1st retake).
- b. If a candidate is not able to pass the second attempt (1st retake), a waiting period of 14 days is required prior to attempting the exam for the third time (2nd retake).
- c. If a candidate is not able to pass the third attempt (2nd retake), a waiting period of 14 days is required prior to attempting the exam for the fourth time (3rd retake).
- d. If a candidate is not able to pass the fourth attempt (3rd retake), a waiting period of 14 days is required prior to attempting the exam for the fifth time (4thd retake).
- e. A candidate is not allowed to take a given exam more than five times in a 12-month (1 year) period and a waiting period of 12 months will be imposed before being allowed to attempt the exam for the sixth time (5th retake).
- f. Candidates who pass the exam are not allowed to attempt the same version of the exam for the second time.

EC-Council strongly advises candidate who fail the exam for the third time (2nd retake) to attend official hands-on training that covers the certification objectives.

EC-Council reserves the right to revoke the certification status of candidates who attempt the exam without abiding to EC-Council retake policy as stated above.

## **Extension Policy**

EC-Council exam vouchers are valid for a maximum period of one year from the date of purchase. A candidate may opt to extend his/her EC-Council exam vouchers for an additional 3 months for \$49 and \$99 for 1 year, if the voucher is valid (not used and not expired). Vouchers can only be extended once.

## **Voucher Policy**

Once purchased, EC-Council vouchers (new, retake, or extended) are non-refundable, nontransferable, and non-exchangeable. EC-Council reserves the right to revoke the certification status of candidates who attempt the exam without abiding to any of the above EC-Council voucher policies.

# **EC-Council Special Accommodation Policy**

A candidate with disabilities is defined as a person who has a physical, sensory, physiological, cognitive and/or developmental impairment that makes it difficult or impossible to attempt EC-Council certification exams using the standard testing equipment or within the standard exam duration.

In line with EC-Council's commitment to comply with the Americans with Disabilities Act (ADA, 1991), EC-Council will accommodate reasonable requests by candidates with disabilities who would like to attempt any EC-Council certification exams. Such requests will fairly equate disabled candidates with other candidates and enable them to denote their skills and knowledge in EC-Council's exams.

The special accommodation request is evaluated based on the candidate's particular accommodation request, nature of disability, and reasonableness of the request. The request form requires a legally approved expert, practitioner, or professional in the fields of physical or mental healthcare to confirm the need for special accommodation. The request form has 2 sections:

Section 1 should be filled and signed by the candidate, and Section 2 is to be filled and signed by a legally approved professional, expert or practitioner to support the candidate's special accommodation request. The information requested by EC-Council will be held in strict confidence and will not be released without the candidate's permission.

Candidates are required to submit their special accommodation requests to EC-Council at least 30 days prior to registering for an exam. EC-Council will respond with its decision within 14 days and provide the contact details of testing center/s that have the infrastructure to accommodate the candidate's special needs.

For any details or clarification, please email to certmanager@eccouncil.org

# **EC-Council**Special Accommodation Request Form

Send the form to certmanager@eccouncil.org.

Please attach the form as a scanned document that includes the certifying

Please submit the completed form to EC-Council as following:

E-mail Address

a	authority's signature.	
Section 1: APPLICANT INF	FORMATION	
Name :		
Email Address:		
EC-Council Voucher Numb	per (if available):	
	and versions for which you are requesting accomm	
	D 1	

# **EC-Council**Special Accommodation Request Form

#### **Section 2: DOCUMENTATION OF ACCESSIBILITY NEEDS**

I have known(Examination applicant name)	since(Date)
in my capacity as a(Prof	essional title)
I have read the accompanying description of potential nature of the examination(s) to be administered, and record supporting the need for accommodation. I believe the following accommodations (identify relevant accommodations).	d I certify that I have documentation on eve that this applicant should be provided
Accessible testing site (for example, ramp for whe	elchairs)
Amanuensis (recorder of answers)	
Extended exam time—one and one-half times the	usual allotment
Extended exam time—twice the usual allotment	
Extra time for breaks (specify frequency and durat	tion):
Reader (person to read the exam items aloud)	
Separate testing room	
Special chair (specify type):	
Special input device, such as a trackball mouse (sp	pecify type):
Special output device, such as a larger monitor (sp	pecify type):
Written instruction of exam procedures	
Other (please describe in the space below):	

# **EC-Council**Special Accommodation Request Form

Justification for accommodation (include description	i or condition):
Contact information for professional certifying accor	nmodation needs:
Professional's Name:	
Professional's Name:	
Professional's Title :	
Professional's Title :	· ·
Professional's Title :	

# **EC-Council**

## Special Accommodation Request Form

#### POTENTIAL ACCESSIBILITY BARRIERS

Standard format for EC-Council certification exams present the following potential accessibility barriers.

#### Manual

Examinees must use a mouse to point-and-click, click-and-drag, navigate from one question to the next by clicking, and perform tasks in a simulated or emulated software environment. Exam question formats include multiple choice questions in which the candidate answers by clicking on the selected response(s).

#### **Optical**

**Reading text:** Exam questions are written at a reading level appropriate to the content. The electronic exams must be read on a 15-inch or larger monitor with at least  $1024 \times 768$  resolution. The font can be as small as 9 pt. in graphics and 11 pt. in text. Graphics will be displayed on the monitor (possibly in color).

#### **Physical Stamina**

Exams last for 4 hours (standard)

If you need more information in order to decide what accommodations are necessary, please contact the EC-Council Certification Division at **certmanager@eccouncil.org** 

# ANAB-Accredited CND Exam Development & Exam Item Challenge

Exam development is a pivotal process that emphasizes on the technical, structural, semantic, and linguistic quality of exam items. Exam quality checks are done by a team of independent experts and professionals to ensure that the exam items are clear, error-free, unbiased and/or unambiguous.

#### **Development Process**

An invaluable input from industry experts was considered in the ANAB-accredited CND exam development, especially on how the CND qualifications and credentials are exercised worldwide. The CND exam is meant to meticulously and unsparingly transcend ordinary knowledge so as to reflectively gauge the necessary knowledge and skill required by experts in the domain of ethical hacking.

#### **Development phases**

The CND exam development process is comprised of 9 phases that cogently focus on optimizing the exam to reflect qualities of relevance, validity and reliability.

#### **Objective domain definition**

Subject matter experts (SMEs) highlight the significant job functions of computer forensics.

#### Job analysis

The job analysis identifies the tasks and knowledge important to the work performed by professionals in the field of IT Security; and, creates test specifications that may be used to develop the ANAB-accredited CND exam. The result of a job analysis is a certification exam blueprint.

The tasks and knowledge statements are transmuted into a survey that experts would use to rate, measure, and assess the skills and knowledge required. These ratings are used to rank the statements and determine the number of questions to stem from each exam statement.

#### **Scheme Committee Approval**

EC-Council Scheme Committee, a group of experts, inspects and validates the objective domain and the approach used in the job analysis prior to the authoring or writing of the exams.

#### **Exam writing**

SMEs write the exam items to measure the objectives stated in the exam blueprint. The exact number of exam items that they write is dependent on the feedback of the job analysis phase. The approved items are those that are technically, grammatically, and semantically clear, unbiased, and relevant.

#### **Standard setting**

A panel of experts other than those who write the items will answer and rate all items to deduce a minimum passing or cut score. Scores vary from one exam to another due to the score dependence on the items pool difficulty.

#### **Final Scheme Committee Approval**

The EC-Council Scheme Committee give their final approval of the whole process prior to the beta exam publication.

#### Beta exam

Once the Scheme Committee approves the scheme a beta exam is published. Candidates are to sit for the beta exam under identical conditions to the real exam. The distribution of the beta exam scores enables EC-Council to assess and calibrate the actual exam for better quality.

#### Final evaluation

The number and quality of items in the real live exam is determined by the scores and results of the beta exam. The analysis of the beta exam includes difficulty of items, capability of distinguishing level of candidates' competencies, reliability, and feedback from participants. EC-Council works closely with experts to continuously inspect the technical correctness of the questions and decide the pool of items that will be utilized for the live exam.

#### **Final Exam Launch**

ECC operate and oversee the administration of EC-Council certification exams in their centers around the world.

If the candidate believes that a specific part of the CND exam is incorrect, he/she can challenge or request evaluation of the part in question via the steps enumerated below. This should be done within three calendar days of the exam day. Such a process is necessary to identify areas of weakness or flaws in the questions but the exam itself cannot be re-scored. Nevertheless, all possible efforts are not spared to assure the candidate's satisfaction. The candidate's feedback is paramount to EC-Council certification exams.

## Steps for challenging exam items

- Fill and sign EC-Council Exam Feedback Form as detailed as possible. The detailed and clear description of the challenge will accelerate the review process. No candidate's exam item challenge of the exam's items will be considered without completing the form.
- should be submitted within 3 calendar days from exam certmanager@eccouncil.org with the subject line typed "Exam Item Evaluation". Only requests received within 3 working days from taking the exams will be reviewed.
- 3. The candidate must fill a separate form for each exam item he/she is challenging.
- 4. EC-Council will acknowledge receipt of the request by email. This may include a conclusive result of the evaluation, or an estimated time for the evaluation process to be completed and results to be shared with the candidate.

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## EC-Council Exam Feedback Form

Use this form to describe in detail the specific reasons you are challenging an EC-Council Certification exam item. Include your contact information, registration ID, the number and name of the exam, the date you took the exam, and the location of the testing center. Please provide as much detail as possible about the item to expedite review. Your challenge will not be accepted for evaluation unless this form is complete.

Within three calendar days of taking the exam, submit this form by e-mail to certmanager@eccouncil.org with "Exam Item Evaluation" in the subject line. You must submit a separate form for each exam item you are challenging.

Your submittal will be acknowledged through e-mail. At that time, you will receive either the result of the evaluation or, if more time is needed for evaluation, an estimate of when you can expect a decision.

Full Name	÷
Email Address	:
Exam Portal (ECC Exam Center)	÷
Exam Voucher No	:
Exam Name	:
Exam Date (MM/DD/YYYY) (When did you take the exam?)	
Test Center Name & Location : (Where did you take the exam?)	:
Country	:

# EC-Council Exam Feedback Form

(Describe the exam item in detail. Explain why you	believe the item is not valid.)
Signature	 Date

# **EC-Council** Certification Exam Policy

EC-Council has several exam policies to protect its certification program, including:

- a. Non-Disclosure Agreement (NDA)
- b. Candidate Certification Agreement (CCA)
- c. Security and Integrity Policy

#### **Non-Disclosure Agreement (NDA)**

Prior to attempting an EC-Council exam, candidates are required to agree to EC-Council NDA terms. Candidates should not attempt the exam unless they have read, understood and accepted the terms and conditions in full. By attempting the exam, the candidates signify the acceptance of the NDA terms. In the event that the candidate does not accept the terms of the agreement, he/she is not authorized by EC-Council to attempt any of its certification exams. The NDA mandates that candidates not to disclose exam content to any third party and do not use the content for any purpose that will negatively undermine the integrity and security of the certification exam. All content and wording of the exam questions is copyrighted by EC-Council under the protection of intellectual property laws. Action will be taken against violators of their signed NDAs. EC-Council reserves the right to revoke the candidate's certification status, publish the infraction, and/or take the necessary legal action against the candidate.

#### Please refer to Appendix B for EC-Council NDA.

#### **Candidate Certification Agreement (CCA)**

Prior to attempting an EC-Council exam, candidates are required to agree to EC-Council CCA terms. Candidates should not attempt the exam unless they have read, understood and accepted the terms and conditions in full. By attempting the exam, the candidates signify the acceptance of the CCA terms. In the event that the candidate does not accept the terms of the agreement, he/she is not authorized by EC-Council to attempt any of its certification exams. Through passing the certification exam, successful candidates are governed through EC-Council CCA. They are authorized to provide corresponding services and to use EC-Council marks, titles and benefits pertaining to the certification program(s) that the candidate has completed. Action will be taken against violators of their signed CCAs. EC-Council reserves the right to ban candidates from attempting EC-Council exams, revoke the candidate's certification status, publish the infraction, and/or take the necessary legal action against the candidate.

Please refer to Appendix B for EC-Council CCA.

#### **Security and Integrity**

EC-Council is committed to communicating clearly what may or may not represent unethical, fraudulent, or cheating practices. We exert every effort to raise the necessary awareness among our candidates about this.

#### **Security Policies**

The policies developed and maintained by EC-Council are meant to guard the integrity, confidentiality, and value of EC-Council exams and intellectual property.

#### a. Candidate bans

In the case of any infringement to any rules or policies in the NDA or any misdemeanor or misuse that harms certification program in whatever way, EC-Council reserves the right to bar the candidate from any future EC-Council certification exams by EC-Council. This may also be accompanied by EC-Council decertification. Below are some examples:

- The transference, distribution, creation, trading, or selling of any derived content of the exam through means like but not limited to copying, reverse-engineering, downloading or uploading, or any other form of distribution whether electronically, verbally, or via any other conventional or unconventional means for any purpose.
- Infringing EC-Council intellectual property.
- Utilizing the exam or any of its content in any way that may be break the law.
- Not adhering to the exam retake policy
- Forgery of exam scores report or any manipulation with its content.
- Any sort of cheating during the exam including communicating with or peeking on other candidate's answers.
- The sending or receiving of any information that can be a source of any assistance not in accordance with accepted rules or standards, especially of morality or honesty.
- The use of disallowed or unauthorized materials such as cheat sheets, notes, books, or electronic devices such as tablets or mobile phones.
- The use of certain materials that have been memorized re-created to provide an almost or close exact replica of the exam, widely known as "brain dump".
- Identity impersonation when sitting for the exam.
- Not adhering to EC-Council NDA.
- Not adhering to EC-Council CPA.
- Not adhering to EC-Council exam guidelines.

#### b. Candidate Appeal Process

• Banned candidates have a right to appeal to EC-Council. The candidate should fill the EC-Council Appeal form in full, attach his/her exam transcript and submit it to certmanager@ eccouncil.org within 90 days from the EC-Council ban date.

- EC-Council will complete its thorough investigation in a maximum 15 working days and will contact the candidate with the final decision.
- If the candidate is not satisfied by EC-Council's decision, he/she has the right to refer his/ her case to the Scheme Committee. The Scheme Committee decision is final. Please refer to the Appeal Process section for more details.

#### c. Exam Retake Policy

- If a candidate is not able to pass the exam on the first attempt, no cooling or waiting period is required to attempt the exam for the second time (1st retake).
- If a candidate is not able to pass the second attempt (1st retake), a waiting period of 14 days is required prior to attempting the exam for the third time (2nd retake).
- If a candidate is not able to pass the third attempt (2nd retake), a waiting period of 14 days is required prior to attempting the exam for the fourth time (3rd retake).
- If a candidate is not able to pass the fourth attempt (3rd retake), a waiting period of 14 days is required prior to attempting the exam for the fifth time (4thd retake).
- A candidate is not allowed to take a given exam more than five times in a 12-month (1 year) period and a waiting period of 12 month will be imposed before being allowed to attempt the exam for the sixth time (5th retake).
- Candidates who pass the exam are not allowed to attempt the same version of the exam for the second time.
- EC-Council strongly advises candidate who fail the exam for the third time (2nd retake) to attend official hands-on training that covers the certification objectives.
- EC-Council reserves the right to revoke the certification status of candidates who attempt the exam without abiding to EC-Council retake policy as stated above.

#### d. EC-Council Test Center (ETC) Closures Due to Security or Integrity Reasons

If there is a security or integrity issue with a certain testing center EC-Council may decide to suspend testing there until an investigation is complete or terminate the ETC status. EC-Council will provide affected candidates with a list of alternative test centers where they may attempt the EC-Council certification exam.

#### e. Candidate Retesting at Request of EC-Council

In the case of any suspicious patterns or trends on either the candidate's side or the testing center, EC-Council reserves the right to demand the candidate(s) to re-sit for the exam and/or Candidate Retest Audit (CRA) test. EC-Council will not release the certificate until the candidate passes the CRA exam comprising a different set of exam questions. If the candidate refuses to attempt the test within the 30-day time frame, EC-Council will not process the certification. The final status of the exam after the Candidate Retest Audit (CRA) test will be considered the final result. If a student fails the Candidate Retest Audit (CRA) test and wishes to retake the exam, they must purchase a retake voucher.

EC-Council has the right to ask for additional information pertaining to the experience and education background of the candidate on the grounds of verification.

#### f. Revoking Certifications

The infringement of any exam policies, rules, NDA, certification agreement or the involvement in misdemeanor that may harm the integrity and image of EC-Council certification program, may result in the candidate's temporary or permanent ban, at EC-Council's discretion, from taking any future EC-Council certification exams, revocation or decertification of current certifications. Such infringements include but are not limited to:

- The publication of any exam contents or parts with any person without a prior written approval from EC-Council.
- The recreation, imitation, or replication of any exam content through any means including memory recalling whether free or paid through any media including Web forums, instant messaging, study guides, etc.
- Harnessing any materials or devices not explicitly authorized by EC-Council during the exam.
- Taking out any materials that hold any exam contents outside the exam room, using for example, scratch paper, notebooks, etc.
- The impersonation of a candidate.
- Meddling with the exam equipment in an unauthorized way.
- Giving or being receptive of any assistance unauthorized by EC-Council.
- Acting in an uncivil, disturbing, mobbish, or unprofessional manner that may disregard or disrespect other candidates or exam officials during the exam.
- Communicating by whatever verbal or non-verbal means with other candidates in the exam room.
- Not adhering to EC-Council Exam Retake Policy and other candidate agreements.
- Not adhering to EC-Council Code of Ethics.
- Felony conviction in the court of law.

#### g. Beta Exam

- Sitting for a beta exam is only by invitation.
- Beta tests are focused on collecting data on the exam itself and are not focused on certifying you.

#### h. Right of Exclusion

EC-Council reserves the right of exclusion of any test centers, countries, or regions from EC-Council administering EC-Council certification exam/s.

## **CND Credential Renewal**

Your CND credential is valid for 3 years.

To renew your credential for another 3-year period you need to update your EC-Council Continuing Education (ECE) credit account in the EC-Council Aspen portal and submit proof of your earned credits. To maintain your certification, you must earn a total of 120 credits within 3 years of ECE cycle period.

The credits can be earned in many ways including attending conferences, writing research papers, preparing for training classes in a related domain (for instructors), reading materials on related subject matters, taking an exam of a newer version of the certification, attending webinars, and many others.

If you fail to meet the certification maintenance requirements within the 3-year time frame EC-Council will suspend your certification. Your certification will be suspended for a period of 1 year unless you earn the required 120 ECE credits to maintain/renew your certification. If you fail to meet certification maintenance requirements during the suspension period your certification will be revoked. You will need to take and pass the certification exam again to earn the certification.

If a member holds multiple certifications, credits earned will be applied across all the certifications. However, effective January 1st 2013, each certification will have its own ECE recertification requirements within its respective 3-year ECE window.

For full details regarding the ECE Policy please refer to the next section.



# EC-Council Continuing Education (ECE) Policy

#### 1. REASONS FOR INTRODUCTION OF ECE SCHEME

All legitimate and credible certifications have a re-certification program. In fact, ANAB/ISO/IEC 17024, a quality accreditation body requires credible certification providers to have their own re-certification program. Requirement 6.5.1 states, "The certification body shall define recertification requirements according to the competence standard and other relevant documents, to ensure that the certified person continues to comply with the current certification requirements."

Continued competency can be demonstrated though many methodologies such as continuing professional education, examination (often not re-taking the original exam but an exam that would be at a higher level), or portfolios (when there is a product involved). The fact is there needs to be a time limit for the certification to ensure the consumers that the person has up-to-date knowledge.

This is why several governmental agencies are mandating accreditation of certifications in fields such as IT, Crane Operators, and Selling of Securities to the elderly.

Certification's main purpose is to "protect the public/consumers" NOT to protect the profession. When health, safety and security are at risk, certification is needed and it cannot be given for a "lifetime". It is generally noted that, if professionals are not required to maintain their knowledge and skills in their profession, they won't. Today, credible organizations within professional domains require their members to provide evidence of a continuous learning as a basis for maintaining their license.

#### Differentiation

The ECE will brand, differentiate and distinguish a certified member as dedicated IT Security professional if he/she is willing to continuously learn and share knowledge to keep abreast of the latest changes in technology that affects the way security is viewed, deployed and managed. This is a key requirement of employers internationally and EC-Council being a major certification organization supports it.



#### How does it work?

Once a candidate becomes certified by EC-Council, the relationship between EC-Council and candidate will always be governed by the EC-Council Candidate Certification Agreement, which candidate must agree to prior from receiving your certification. This agreement is also provided at <a href="https://cert.eccouncil.org/images/doc/EC-Council-Certification-Agreement-6.0.pdf">https://cert.eccouncil.org/images/doc/EC-Council-Certification-Agreement-6.0.pdf</a>

If a certified member earned certification/s that are included under the ECE scheme, he/she will have to achieve a total of 120 credits (per certification) within a period of three years. If a member holds multiple certifications, credits earned will be applied across all the certifications. However, effective January 1st, 2013, each certification will have its own ECE recertification requirements within its respective 3-year ECE window.

The credits can be earned in many ways including attending conferences, writing research papers, preparing for training classes in a related domain (for instructors), reading materials on related subject matters, taking an exam of a newer version of the certification, attending webinars, and many others. Qualified ECE activities must have been completed within ECE program's 3-year window and must be submitted in only one ECE 3-year window.

#### 2. RECERTIFICATION

Effective January 1st, 2009, all EC-Council certifications will be valid for three years from the date of certification. During the three year period, the certification must be renewed by participating in EC-Council Continuing Education (ECE) Program.

For members who were certified prior to 2009, their ECE period will be from January 1st 2009 until December 31st, 2011. For their first ECE Scheme Period (2009-2011), they are only required to meet a total of 120 ECE credits By March 31st, 2013.

Members are required to complete their ECE cycle and ECE credits within a period of 3 years from the date of certification. However, the period of certification shall be extended annually, subject to the payment of CE fees. After a period of 3 years ECE cycle, the renewal will be subject to the availability of the required ECE credits and payment of the CE fee thereafter.

Any member certified or recertified from January 1st, 2016, onwards is liable to pay an annual CE fee.

### 3. SUSPENSION, REVOCATION & APPEAL

#### **SUSPENSION**

If the certified member fails to meet certification requirements within the 3-year time frame, EC-Council will suspend his/her certification.

Suspended members will not be allowed to use the certification logos and related EC-Council membership benefits.

Suspended members must remediate their suspension within a maximum period of 12 months from the date of the expiry of the 3-year time frame. Failing which, the member's certification and status will be revoked and the member will need to challenge and pass the certification exam again to achieve certification.

Suspended members that subsequently meet the 120 ECE credit requirements within the specified 12 months deadline from the date of the expiry of the 3-year time frame will be reinstated as a member in good standing and can enjoy the use of their certification logo and related EC-Council benefits. However, the reinstated member will have only a reduced period to achieve another 120 ECE credits for their next recertification window. "Reduced period" refers to a time frame of 3 years less the suspension period.

#### **REVOCATIONS**

If member fails to meet certification requirements during the suspension period, he/she will have the certification revoked and will no longer be allowed to continue usage of the certification logo and related benefits. Members whose certification is revoked will be required to retake and pass the respective new exam to regain their certification.

#### **APPEALS**

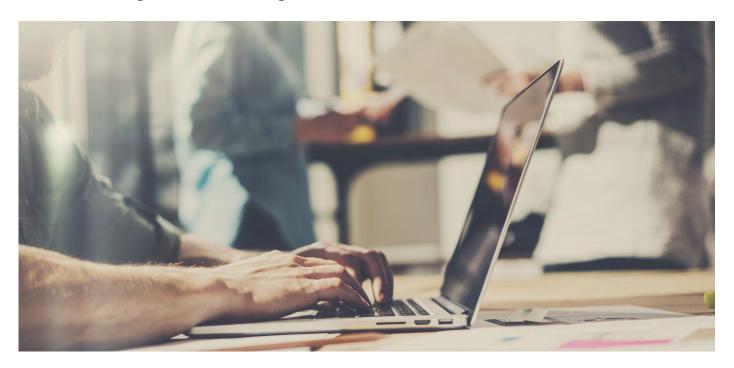
Members whose certification has been suspended or revoked due to non-compliance of certification requirements may send in an appeal in writing to EC-Council. This appeal letter must be received by EC-Council within ninety (90) days of the suspension/ revocation notice, providing details of the appeal and reason(s) for non-compliance.

### 4. Audit Requirements

Certified members are required to maintain sufficient evidence to show your involvement in activities that earns you ECE credits.

### 5. Important Notice

Please note that the above is subject to change from time to time without prior notice. EC-Council reserves the right to make changes as required in order to maintain the reputation and recognition of its certifications and credentials. However, best effort will be used in informing members of changes via the website.



# C|ND CAREER PATH

If you would like to pursue your career beyond CND, you have many paths you can choose from:

- a. If you would like to be a licensed security consultant, apply to become a Licensed Penetration Tester (LPT).
- b. If you would like to become a trainer, apply to become a Certified EC-Council Instructor (CEI). (Terms & conditions apply)
- c. If you would like to be a multi-domain expert, earn the Certified Ethical Hacking (CEH), Certified Threat Intelligence Analyst (CTIA) or choose from many other specialized certifications.
- d. If you would like to earn a master's degree in IT Security, consider applying for the EC-Council University (ECU) Master of Security Sciences (MSS). By earning the CND credential you have automatically earned 3 credits towards the degree.

For more details regarding the above certifications, please visit <a href="https://cert.eccouncil.org/">https://cert.eccouncil.org/</a>

## Code of Ethics

- 1. Keep private and confidential information gained in own professional work, (in particular if it pertains to your client lists and client's personal information). Not collect, give, sell, or transfer any personal information (such as name, e-mail address, Social Security number, or other unique identifier) to a third party without your client's prior consent.
- 2. Protect and respect the intellectual property of others by relying on your own innovation and efforts, thus ensuring that all benefits vest with its originator. Disclose and report to appropriate persons or authorities' potential dangers to any e-commerce clients, the Internet community, or the public, as applicable.
- 3. Provide service in own areas of competence. You should be honest and forthright about any limitations of own experience and education. Ensure that the Certified Member is qualified for any project by an appropriate combination of education, training, and experience.
- 4. Never knowingly use software or process that is obtained or retained either illegally or unethically.
- 5. Not to engage in deceptive financial practices such as bribery, double billing, or other improper financial practices. Use and protect the property of your clients or employers only in ways which are properly authorized, and with the owner's knowledge and consent.
- 6. Avoid any conflict of interest. Disclose to all concerned parties, including (without limitation) your clients, employers, EC-Council any actual or potential conflicts of interest that cannot reasonably be avoided or escaped. For the purpose of clarity, if you have participated in Item writing for any of the EC-Council certification examinations, you will not be allowed to sit for the same certification examination. Further, if you wish to be EC-Council's Consultant, you must disclose your association with EC-Council's other products and/or services and/or your association with competing products and/or services.
- 7. Ensure good management for any project as a Certified Member.
- 8. Add to the knowledge of the e-commerce profession by constant study, share the lessons of own experience with fellow EC-Council members, and promote public awareness of benefits of electronic commerce.
- Conduct oneself in the most ethical and competent manner when soliciting professional service
  or seeking employment, thus meriting confidence in the Certified Member's knowledge and
  integrity.
- 10. Ensure ethical conduct and professional care at all times on all professional assignments without prejudice.
- 11. Not to associate with malicious hackers or engage in any malicious activities.
- 12. Not to purposefully compromise or allow the client's or organization's systems to be compromised in the course of the Certified Member's professional dealings. Ensure all penetration testing activities are authorized and within legal limits.

- 13. Not to take part in any black hat activity or be associated with any black hat community that serves to endanger networks.
- 14. Not to be part of any underground hacking community for purposes of preaching and expanding black hat activities.
- 15. Not to make inappropriate reference to the certification or misleading use of certificates, marks or logos in publications, catalogues, documents or speeches.
- 16. Not to be in violation of any law of the land or have any previous conviction.
- 17. Make claims regarding certification only with respect to the scope for which the certification has been granted.
- 18. Not to use the certification in a manner as to bring EC-Council into disrepute.
- 19. Not to make misleading and/or unauthorized statement regarding the certification or EC-Council.
- 20. Discontinue the use of all trademarks as regard to the certification which contains any reference to EC-Council and/or EC-Council trademark or logo or insignia upon suspension/withdrawal of the said certification.
- 21. Return any certificates issued by EC-Council upon suspension/withdrawal of the certification.
- 22. Refrain from further promoting the certification in the event of the said certification is withdrawn or suspended.
- 23. Inform EC-Council without any undue delay of any physical or mental condition which renders the Certified Member incapable to fulfill the continuing certification requirements.
- 24. Maintain the certification by completing, within the time frame specified by EC-Council, all continuing certification requirements (if any) that correspond with Certified member's particular certification.
- 25. To not to participate in any cheating incident, breach of security, misconduct or any other behavior that could be considered a compromise of the integrity or confidentiality of any EC-Council certification examination.

## **ETHICS VIOLATIONS**

EC-Council commitment towards ethics is the mainspring that holds all its programs, services, people and operations together. EC-Council regards ethics in earnest and from stem to stern. Corollary, EC-Council mandates and stipulates all its certified professionals, candidates, and prospective candidates to conduct themselves with the law, spirit of the law, and ethical practices that would reflect positively on clients, corporates, industries, and the society at large. The EC-Council Code of Ethics tops EC-Council mandatory standards and is a requisite and indeed a pillar of its strength.

EC-Council has an objective and fair process of evaluating cases of ethics violation. Any person/s may report an EC-Council certified professional by filling EC-Council Violation of Ethics Report form, describing clearly the facts and circumstance of the violation, and obtaining the confirmation of two verifiers who confirm that the report is true and correct. The Director of Certification has the authority to temporarily suspend a member that is suspected of violating EC-Council's Code of Ethics while the case is being brought before the EC-Council Scheme Committee.

The form will be submitted to EC-Council Scheme Committee for their review and resolution. The Committee will rule in light of substantial and sufficient evidence of ethics violation. Possible resolutions or penalties may include decertification, reprimand, warning, suspension of certification, publication of infraction and/or penalty, and lastly any possible litigation.

EC-Council will be formally notified of the Scheme Committee resolution in writing and with full details. EC-Council will notify the member/s, persons or parties concerned by email or registered mail of the Scheme Committee resolution. The Committee resolution is considered as final.

# **EC-Council** Ethics Violation Report Form

Complaint lodged by:		Complaint lodged against:		
Name	:	Name	:	
Email Address	:	EC-Council Cert ID (if applicable)	£	
Country	:			
EC-Council Cert ID (if applicable)	·			
Section of EC-Cound	cil Code of Ethics Violated:			
A detailed descrip	tion of the facts known and cire	cumstances relevant	to the complaint:	
Verified by				
Contact 1		Contact 2		
Name	:	Name	:	
Email Address	:	Email Address	:	
Title/Company	:	Title/Company	:	
Country	:	Country	:	
The information contained in this form is true and correct to the best of my knowledge.		The information contained in this form is true and correct to the best of my knowledge.		
Signature/Date		Signature/Date		

# Appeal Form v2



EC-Council



EC-Council adapts the term appeal as a reference to the mechanism by which a candidate/member can request the reconsideration of an EC-Council decision or exam. The appeal applicants should fill EC-Council Appeal Form and attach all supporting evidence. For instance, if the applicant is seeking EC-Council's decision in relation to the exam, for example its equipment, materials, content, scheduling, registration, or proctoring, he/should submit EC-Council Appeal Form, EC-Council Exam Feedback form and exam transcript.

If the appeal is related to an EC-Council exam, the appeal request must be submitted to **certmanager@eccouncil.org** within seven (7) calendar days from exam date. All other appeals must be submitted to certmanager@eccouncil.org within sixty (60) calendar days from EC-Council's written decision. Appeals received beyond the above-mentioned timeframe would not be reviewed.

### The appeal process is comprised of three primary stages:

### Stage 1: EC-Council

EC-Council will inspect and scrutinize closely and thoroughly the candidate's appeal before providing a final decision. Technical issues like power outages, system crash, exam items will be forwarded to the EC-Council test centers to advise whether there are valid grounds for appeal. EC-Council will provide the candidate with the appeal results within 30 days from receipt of candidate's appeal request.



While EC-Council would exert every effort to resolve all matters in a fair and objective manner, EC-Council gives the applicant the right to appeal to EC-Council Scheme Committee Board if he/she is not satisfied with EC-Council's decision. The Scheme Committee will verify the intactness of all events and processes and provide EC-Council with its final decision, and EC-Council would

communicate the decision to the candidate.

The Scheme Committee meets once every quarter. Only appeal requests received at least 30 days before the meeting will be reviews at that session. Appeals received less than 30 days from the Scheme Committee meeting will be reviewed in the subsequent meeting.

### **Stage 3: Honorary Council**

The appeal will only be put forward to the adjudication of a subcommittee of the EC-Council Honorary Council, which will comprise of no less than 3 members; if the applicant is not satisfied with the Scheme Committee final decision. The request should be submitted to https://eccouncil.zendesk.com/hc/en-us/requests/new within thirty days from the date of the Scheme Committee written decision. Appeals received beyond the 30-days timeframe would not be reviewed.

The Honorary Council meets once every year. Only requests received at least 30 days prior to the Honorary Council meeting will be review at that session. Appeals received less than 30 days from the Honorary Council meeting will be reviewed in the subsequent meeting. The decision concluded by the Honorary Council is irrefutable and is obligatory to all parties involved in the appeal.

# **EC-Council** Appeal Form

If the appeal is related to an EC-Council exam, the appeal request must be submitted within seven (7) calendar days from exam date. All other appeals must be submitted within sixty (60) calendar days from EC-Council's written decision.

Kindly submit your appeal form to certmanager@eccouncil.org

CECTION A	
SECTION A	
Name Details (Name given when enrolled)	:
Email Address	······································
Are you a certified EC-C certification details.	ouncil member? If yes, please complete section B with one of your
SECTION B	
EC-Council Cert ID :	
Title of Certification :	
Are you appealing against proceed to Section D.	an EC-Council Exam? If yes, please complete Section C. If no, kindly
SECTION C	
Test Centre Name :	
Test Centre Location :	
Exam Voucher No.	
Date Tested :	

# **EC-Council** Appeal Form

# **SECTION D** D`YUgY`dfcj]XY`h\Y`XYhU]`g`cZmcif`UddYU`

Candidate's Signature

\*Please attach a copy of score transcript/certificate, exam item or any other documents that may support your appeal.

## Change in Certification Scope

EC-Council shall, where applicable, give due notice to interested parties and certified members on changes in scope of certifications, rationale behind change, and effective dates of change. Such changes will be published on the EC-Council Certification website (https://cert.eccouncil.org/)

EC-Council shall verify that each certified member complies with the changed requirements within such a period of time as is seen as reasonable for EC-Council. For instance, old versions of certification exams are retired six months from the date of official announcement of the launch of the new version of the exam. These changes will only be done after taking into consideration EC-Council Scheme Committee views.

EC-Council's Scheme Committee is a member based network of volunteers that are recognized by EC-Council as experts in the field of information security. They are carefully selected from the industry and are committed to the information security community.

More importantly, they remain an independent voice for the industry and are responsible to advise EC-Council in the development and the maintenance of key certification-related matters.

Changes may be suggested by any stakeholder of EC-Council, but changes will be verified with documented psychometric analysis conducted by experts. Psychometric analysis would be conducted to determine the certification scope every three years or sooner; whereas evaluation would be conducted every year to ensure if amendment in scope of certification is required.



# **EC-Council** Logo Usage

To use any of EC-Council's logos, candidate must be an EC-Council Certified Professional, EC-Council Test Center, EC-Council Accredited Training Center, or a Licensed Penetration Tester. A list of certifications can be found at https://cert.eccouncil.org/certifications.html

In this context, logo shall mean and include all logos provided by EC-Council. The logo is a trademark of EC-Council.

### 1. GENERAL

- Certified Member can only use the logo in its original form as provided by EC-Council.
- Certified Member must state the certification version number next to the logo such as v1. Certified Member may not alter, change or remove elements of the logo in any other way.
- "Only ANAB-accredited certifications carry the ANAB logo", the Certified Network Defender ANAB-accredited version does not carry a version number.
- Certified Member may not alter, change or remove elements of the logo in any other way.
- Certified Member may not translate any part of the logo.
- Certified Member may not use elements of the logo to be part of the design of other materials or incorporate other designs into the logo.
- Certified Member may not incorporate the logo or parts of the logo into Certified Member company name, company logo, website domain, trademark, product name and design, or slogan.
- Certified Member may not use the logo to show any form of endorsement by EC-Council.

### 2. INDIVIDUALS

- Certified Member may use the logo on his/her business cards, business letters, resume, Websites, emails, and marketing materials for individual service.
- Certified Member may only use the logo of the credential he/she is awarded.
- · Certified Member may not use the logo if certification has been revoked or suspended
- Certified Member may not use the logo if certification term has expired/lapsed and not renewed.
- Certified Member may not display the logo to be larger or more prominent than candidate's name or company name and logo.
- Candidates who hold EC-Council 'Retired Status' may not use the logo unless the logo is used with the word 'retired'.
- Candidate may not use the logo if he/she is not certified.
- Candidate may not use the logo if he/she is still in the midst of a program and have not passed the certification exam.
- Candidate may not use the logo to show affiliation with EC-Council in any way.

### 3. EC-Council Test Centers (ETCs) and EC-Council Accredited Training Partners (ATPs)

- ETCs and ATP's may use the logo on their marketing materials related to EC-Council programs and certifications. ETCs and ATP's may not use the logo on any material not related to EC-Council certifications or programs.
- ETCs may not use the logo to signify any relationship or affiliation with EC-Council other than as an ETC.
- ATPs may not use the logo to signify any relationship or affiliation with EC-Council other than as an ATP.

### 4. COMPLIANCE

- EC-Council may occasionally conduct surveillance audits for materials bearing the logos. Candidates are to abide by the guidelines stated above. Certified Member may be subject to sanction if he/she does not adhere to these guidelines and may have his/her certification credential suspended or revoked.
- Certified Member must immediately cease to display, advertise or use the logo upon the suspension or revocation of certification credential.

### 5. LOGO DETAILS

### a) Color

### **Full Color**

The colors used for the logos are red, yellow, black and white. The color codes are:

Color- Red

RGB R: 255, G: O, B: O

Color- Yellow

RGB R: 255, G: 255, B: 0

### **Black and White**

The logo can also be printed in black and white due to budget restrictions. For this, the color for the wordings and background of the logo must always be reversed. That is, the wordings are in black and the background is white or the wordings are in white and the background is black.





### b) Size

The logo can be of any size but it must maintain all the elements of the logo without any distortions. All elements of the logo must remain legible.





### c) Spacing

The logo must not be overlapped and be fully prominent. There must be sufficient space between the logo and any other text or object. We recommend a minimum spacing of 0.3 centimeters.



### d) Elements

All elements must remain in its original form. All elements of the logo must not be distorted or altered. Certified Member must ensure that the aspect ratio is maintained at all times.



### e) Orientation

The logo must be presented in its upright form and not be displayed at other angles other than its horizontal layout.



### f) Multiple Credentials

Individuals who attain multiple EC-Council certification credentials may display any of the logos for which certification has been achieved. Certified Member may not however, create a logo which displays a combination of all the credentials achieved. All logos must stand alone in its own right.



### 6. USAGE EXAMPLES

These are examples on the usage of the logo. The usage guidelines must be strictly adhered to

- **a. Business Cards:** We recommend displaying the logo on the lower left or lower right-hand side of Certified Member business card.
- **b. Business Letters:** We recommend displaying the logo on the lower left or lower right-hand side of the letterhead page of Certified Member business letter.
- **c. Resume:** We recommend displaying the logo on the lower left or lower right-hand side of Certified Member resume.
- **d. Website:** We recommend displaying the logo at an appropriate location on Certified Member website.
- **e. Email:** We recommend displaying the logo at the bottom of Certified Member email signature.
- **f. Marketing Materials:** We recommend displaying the logo at an appropriate but prominent place in Certified Member marketing materials.

### FREQUENTLY ASKED QUESTIONS

### Should I attend training to attempt the CND exam?

EC-Council recommends, but not mandatory, that CND aspirants attend formal classroom training to reap maximum benefit of the course and have a greater chance at clearing the examinations.

### What are the pre-requisites for taking a CND exam?

If you have completed CND training (online, instructor-led, or academia learning), you are eligible to attempt the CND examination. If you opt for self study, you must have minimum two years of work experience in the Information Security domain, submit a complete eligibility form and email it to eligibility@eccouncil.org for approval and remit USD100 eligibility fee through our webstore at https://store.eccouncil.org. Once approved, the applicant will be sent instructions on purchasing a voucher from EC-Council store directly. EC-Council will then send the candidate the voucher code which candidate can use to register and schedule the test.

### What are the eligibility criteria for self-study students?

It is mandatory for you to record two years of information security related work experience and get the same endorsed by your employer.

### Where do I purchase the prepaid examination vouchers?

You can purchase the vouchers directly from EC-Council through its webstore at https://store.eccouncil.org

### Is the \$100 application fee refundable?

No, the \$100 application fee is not refundable.

### I have just completed the training. Can I defer taking a test to a later date?

Yes, you can - subject to the expiry date of your exam voucher. Ensure that you obtain a certificate of attendance upon completion of the training. You may contact your testing center at a later date and schedule the exam.

### For how long is the exam voucher code valid for?

The exam voucher code is valid for 1 year from the date of receipt.

### Do I have to recertify?

You will need to earn EC-Council Continuing Education Credits (ECE) to maintain the certification. Go to https://cert.eccouncil.org/ece-policy.html for more information. If you require any assistance on this, please contact https://eccouncil.zendesk.com/anonymous\_requests/new

### Why are there different versions for the exam?

EC-Council certifications are under continuous development. We incorporate new techniques and technology as they are made available and are deemed necessary to meet the exam objectives, as students are tested on concepts, techniques, and technology. The ANAB-accredited certifications do not have an exam version number, but there will be an ANAB logo on the certificate.

### How many times can I attempt the examination in case I do not pass in the first attempt?

Kindly refer to the Exam Retake Policy on our web- site at https://cert.eccouncil.org/exam-retake-policy.html

### When will I get my certificate once I pass the certification examination?

Upon successfully passing the exam you will receive your digital ANAB-accredited CND certificate within 7 working days.

### How many questions are there in the exam and what is the time duration?

The examination consists of 100 questions. The exam is of 4-hour duration.

### What kind of questions can I expect in the exam?

The examination tests you on security related concepts, hacking techniques and technology. Please refer to the ANAB-accredited CND Test Blueprint to find out the competencies that you would be tested on.

### Can I review my answers?

You can mark your questions and review your answers before you end the test.

### Are there any annual continuous education fees payable?

Effective January 1st, 2016. Any member certified or recertified requires to pay continuous education fee of USD80 if he/she holds a minimum of one certificate under the ECE policy and USD20 if he/she holds certificates that are not under the ECE policy.

More details about the continuous education fee, cycle and due date can be found at https://cert.eccouncil.org/continuing-education-fees.html

### How do I register my ECE credit?

Please log on to the Aspen Portal (https://aspen.eccouncil.org) to register your ECE credits.

### **ECE Qualifying Activities**

Only IT security related events are qualified for ECE scheme such as IT seminars, reading IT security books, publishing a paper on IT Security related topics and anything that updates your knowledge on IT Security not only from EC-Council.

### **ECE Qualifying Events**

- Association/Organization Chapter Meeting (per Meeting) 1 credits
- Association/Organization Chapter Membership (per Association/Organization) 3 credits
- Association/Organization Membership (per Association/Organization) 2 credits
- Author Article/Book Chapter/White Paper 20 credits
- Author Security Tool 40 credits
- Authoring Book 100 credits
- Authoring Course/Module 40 credits
- Certification Examination Related to IT Security 40 credits
- EC-Council Beta Exam Testing 80 credits
- EC-Council ECE Examinations 120 credits
- EC-Council Exam Survey 20 credits
- EC-Council Item Writing 3 credits
- EC-Council Job Task Analysis Survey 40 credits
- EC-Council Review Board 80 credits
- EC-Council Standard Setting 60 credits
- Education Course 1 credits
- Education Seminar/Conference/Event 1 credits
- Higher Education Per Quarter 10 credits
- Higher Education Per Semester 15 credits
- Identify New Vulnerability 10 credits
- Presentation 3 credits
- Reading an Information Security Book/Article Review/Book Review/Case Study 5 credits
- Teach New 21 credits
- Teach Upgrade 11 credits
- Volunteering in public sector 1 credits

### What certifications from EC-Council are included in the ECE system?

EC-Council Examinations (CEH, CEH (Practical), ECSA, ECSA (Practical), CCT, CPENT, LPT, LPT (Master), ECDE, WAHS, CHFI, EISM, ACCISO, CCISO, CCSE, CND, ECIH, EDRP, CASE, CSA, CBP, CPM, CTIA, ECES, ECSP, ICS/SCADA Cyber Security, CEI, CAST, CIMP and CDM): 120 credits.

### How many credits are awarded for passing non ECE certifications?

40 ECE credits are awarded for non-ECE certifications which are listed below: CSCU, DFE, EHE, NDE, CSE, DSE, ISE, SCE, TIE, CRM, ECSS, ENSA, Ethical Hacking Fundamentals, Secure Computer User Specialist, Network Security Fundamentals and Computer Forensics Fundamentals.

# Can a member holding any of the abovementioned certification be exempted from the ECE scheme?

No.

### Who can I speak to if I need more help?

If the particular event or activity is not listed on the Aspen portal, you can contact the administrator at renewal@eccouncil.org for assistance.

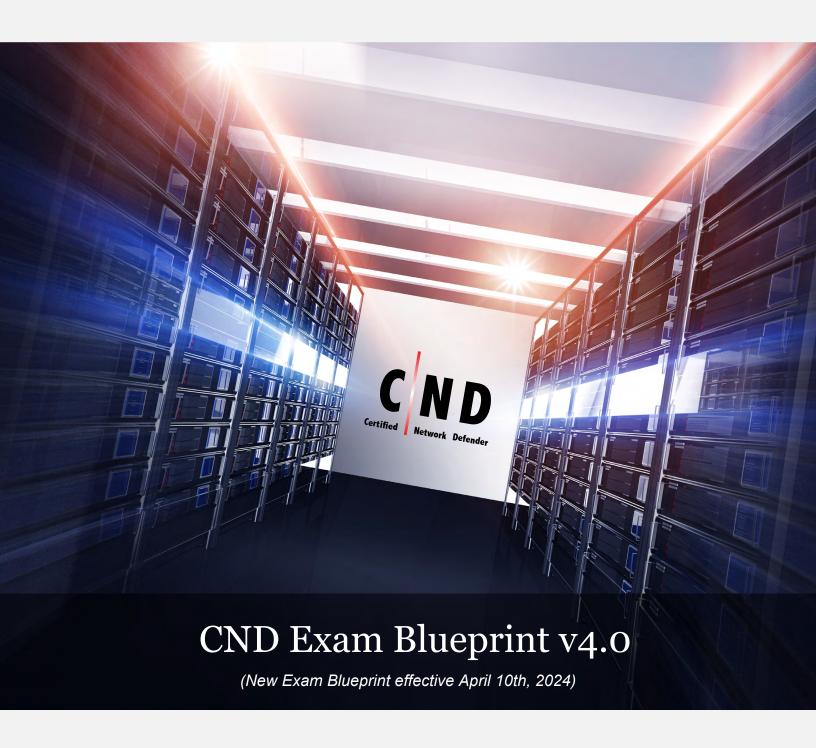
### Can I use the certification name and logo after I pass my exams?

Yes, you can use the respective logos and labels of the certifications that you hold.

### Where do I go to download the logos and guidelines?

You can download logos and usage guidelines from https://cert.eccouncil.org/images/doc/ec-council-logo-usage-v3.0.pdf

# **EC-Council**



# **Appendix A**

Policy Alignment: ISO 17024 Standard

Domain	Sub-Domains	Description	Weightage	No. Of
			(%)	Questions
Network	Network Attacks	Explain essential terminologies	10%	5
Defense Management	and Defense	related to network security		
Management	Strategies	attacks		
		Describe the various examples		
		of network-level attack		
		techniques		
		<ul> <li>Describe the various examples</li> </ul>		
		of host-level attack techniques		
		<ul> <li>Describe the various examples</li> </ul>		
		of application-level attack		
		techniques		
		<ul> <li>Describe the various examples</li> </ul>		
		of social engineering attack		
		techniques		
		<ul> <li>Describe the various examples</li> </ul>		
		of email attack techniques		
		Describe the various examples		
		of mobile device-specific attack		
		techniques		
		<ul> <li>Describe the various examples</li> </ul>		
		of cloud-specific attack		
		techniques		
		<ul> <li>Describe the various examples</li> </ul>		
		of wireless network-specific		
		attack techniques		
		<ul> <li>Describe the various examples</li> </ul>		
		of Supply Chain Attack		
		techniques		
		<ul> <li>Describe Attacker's Hacking</li> </ul>		
		Methodologies and Frameworks		
		<ul> <li>Understand fundamental goal,</li> </ul>		
		benefits, and challenges in		
		network defense		
		Explain Continual/Adaptive		
		security strategy		
		Explain defense-in-depth		
		security strategy		

	Administrative Network Security	<ul> <li>Obtain compliance with regulatory frameworks</li> <li>Discuss various Regulatory Frameworks, Laws, and Acts Learn to design and develop security policies</li> <li>Conduct security awareness training</li> <li>Discuss other administrative security measures</li> <li>Understand IT Asset Management</li> <li>Learn how to stay Up-to-Date on Security Trends and threats</li> </ul>		5
Network Perimeter Protection	Technical Network Security	<ul> <li>Discuss access control principles, terminologies, and models</li> <li>Redefine Access Control security in Today's Distributed and Mobile Computing World</li> <li>Discuss Identity and Access Management (IAM)concepts Discuss cryptographic security techniques</li> <li>Discuss various cryptographic algorithms</li> <li>Discuss security benefits of network segmentation techniques</li> <li>Discuss various essential network security solutions</li> <li>Discuss various essential network security protocols</li> </ul>	10%	5

Endpoint Protection	Endpoint Security- Windows Systems  Endpoint Security-Linux Systems	<ul> <li>Understand Window OS and Security Concerns</li> <li>Discuss Windows Security Components</li> <li>Discuss Various Windows Security Features</li> <li>Discuss Windows security baseline configurations</li> <li>Discuss Windows User Account and Password Management</li> <li>Discuss Windows Patch Management</li> <li>Discuss Windows OS Security Hardening Techniques</li> <li>Discuss Windows Active Directory Security Best Practices</li> <li>Discuss Windows Network Services and Protocol Security</li> <li>Understand Linux OS and Security Concerns</li> <li>Discuss Linux Installation and Patching</li> <li>Discuss Linux OS Hardening Techniques</li> <li>Discuss Linux User Access and Password Management</li> <li>Discuss Linux Network and Remote Access Security</li> <li>Discuss Various Linux Security Tools and Frameworks</li> </ul>	20%	5
	Endpoint Security- Mobile Devices	<ul> <li>Discuss Common Mobile Usage Policies in Enterprises</li> <li>Discuss the Security Risk and challenges associated with Enterprises mobile usage policies</li> <li>Discuss security guidelines to mitigate risk associated with enterprise mobile usage policies</li> </ul>		5

53

		<ul> <li>Discuss and implement various enterprise-level mobile security management Solutions</li> <li>Discuss and implement general security guidelines and best practices on Mobile platforms</li> <li>Discuss Security guidelines and tools for Android devices</li> <li>Discuss Security guidelines and tools for iOS devices</li> </ul>		
	Endpoint Security-IoT Devices	<ul> <li>Understand IoT Devices, their need, and Application Areas</li> <li>Understand IoT Ecosystem and Communication models</li> <li>Understand Security Challenges and risks associated with IoT-enabled environments</li> <li>Discuss the security in IoT-enabled Environments</li> <li>Discuss Security Measures for IoT-enabled Environments</li> <li>Discuss IoT Security Tools and Best Practices</li> <li>Discuss and refer various standards, Initiatives and Efforts for IoT Security</li> </ul>		5
Application and Data Protection	Administrative Application Security	<ul> <li>Discuss and implement         Application Whitelisting and         Blacklisting</li> <li>Discuss and implement         application Sandboxing</li> <li>Discuss and implement         Application Patch Management</li> <li>Discuss and implement Web         Application Firewall (WAF)</li> </ul>	10%	5

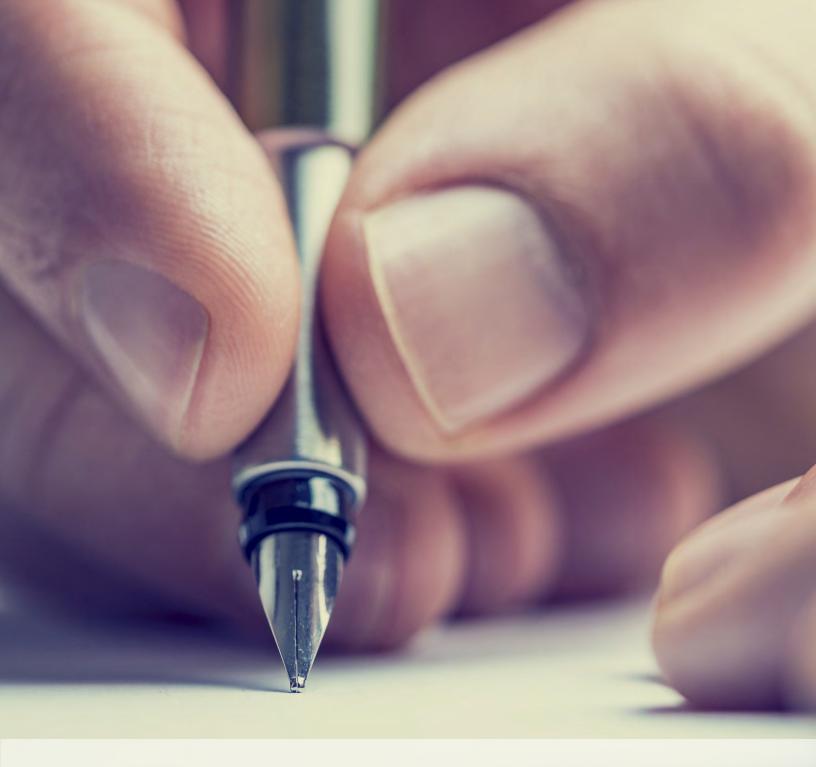
	Data Security	<ul> <li>Understand Data Security and its Importance</li> <li>Understand Data Integrity</li> <li>Discuss the implementation of data access controls</li> <li>Discuss the implementation of encryption of "Data at rest"</li> <li>Discuss the implementation of Encryption of "Data at transit"</li> <li>Discuss the implementation of Encryption of "Data at transit" between browser and web server</li> <li>Discuss the implementation of Encryption of "Data at transit" between database server and web server</li> <li>Discuss the implementation of Encryption of "Data at transit" in Email Delivery</li> <li>Discuss Data Masking Concepts</li> </ul>		5
Enterprise Virtual, Cloud, and Wireless Network Protection	Enterprise Virtual Network Security	<ul> <li>Discuss data backup and retention</li> <li>Discuss Data Destruction Concepts</li> <li>Discuss Data Loss Prevention(DLP) Concepts</li> <li>Understand Virtualization Essential Concepts</li> <li>Discus Network Virtualization (NV) Security</li> <li>Discuss Software-Defined Network (SDN) Security</li> <li>Discuss Network Function</li> </ul>	15%	5
		<ul> <li>Virtualization (NFV) Security</li> <li>Discuss OS Virtualization         Security</li> <li>Discuss Security Guidelines,         recommendations and best         practices for Containers</li> <li>Discuss Security Guidelines,         recommendations and best         practices for Dockers</li> </ul>		

		<ul> <li>Discuss Security Guidelines, recommendations and best practices for Kubernetes</li> </ul>		
	Enterprise Cloud Network Security	<ul> <li>Understand Cloud Computing Fundamentals</li> <li>Understand the Insights of Cloud Security</li> <li>Evaluate CSP for Security before Consuming Cloud Service</li> <li>Discuss security in Amazon Cloud (AWS)</li> <li>Discuss security in Microsoft Azure Cloud</li> <li>Discuss Security in Google Cloud Platform (GCP)</li> <li>Discuss general security best practices and tools for cloud security</li> </ul>		5
	Enterprise Wireless Network Security	<ul> <li>Understand wireless network fundamentals</li> <li>Understand wireless network encryption mechanisms</li> <li>Understand wireless network authentication methods</li> <li>Discuss and implement wireless network security measures</li> </ul>		5
Incident Detection	Network Traffic Monitoring and Analysis	<ul> <li>Understand the need and advantages of network traffic monitoring</li> <li>Setting up the environment for network monitoring</li> <li>Determine baseline traffic signatures for normal and suspicious network traffic</li> <li>Perform network monitoring and analysis for suspicious traffic using Wireshark</li> </ul>	10%	5

		<ul> <li>Discuss network performance and bandwidth monitoring concepts</li> <li>Understand Network Anomaly Detection with Behavior analysis</li> </ul>		
	Network Logs Monitoring and Analysis	<ul> <li>Understand logging concepts</li> <li>Discuss log monitoring and analysis on Windows systems</li> <li>Discuss log monitoring and analysis on Linux</li> <li>Discuss log monitoring and analysis on Mac</li> <li>Discuss log monitoring and analysis on Firewall</li> <li>Discuss log monitoring and analysis on Routers</li> <li>Discuss log monitoring and analysis on Web Servers</li> <li>Discuss centralized log monitoring and analysis</li> </ul>		5
Incident Response	Incident Response and Forensic Investigation	<ul> <li>Understand the incident response concept</li> <li>Understand the role of first responder in incident response</li> <li>Discuss Do's and Don't in the first response</li> <li>Describe incident handling and response process</li> <li>Understand how to Automate Incident Response with SOAR</li> <li>Understand Endpoint Detection and Response (EDR)</li> <li>Understand Managed Detection and Response (MDR)</li> <li>Understand Extended Detection and Response (XDR)</li> <li>Describe the forensics investigation process</li> </ul>	10%	5

	Business Continuity and Disaster Recovery	<ul> <li>Introduction to Business         Continuity (BC) and Disaster         Recovery (DR)</li> <li>Discuss BC/DR Activities</li> <li>Explain Business Continuity Plan         (BCP) and Disaster Recovery         Plan (DRP)</li> <li>Discuss various BC/DR Standards</li> <li>Discuss Crisis Management (CM)</li> </ul>		5
Incident Prediction	Risk Anticipation with Risk Management	<ul> <li>Understand risk management concepts</li> <li>Learn to manage risk though risk management program</li> <li>Learn different Risk Management Frameworks (RMF)</li> <li>Learn to manage vulnerabilities through vulnerability management program</li> <li>Learn vulnerability Assessment and scanning</li> <li>Discuss Privacy Impact Assessment (PIA)</li> </ul>	15%	5
	Threat Assessment with Attack Surface Analysis	<ul> <li>Understand the attack surface analysis</li> <li>Understand and visualize your attack surface</li> <li>Learn to identify Indicators of Exposures (IoE)</li> <li>Learn to conduct attack simulation</li> <li>Learn to reduce the attack surface</li> </ul>		5
	Threat Prediction With Cyber Threat Intelligence	<ul> <li>Understand role of cyber threat intelligence in network defense</li> <li>Understand different types of threat Intelligence</li> <li>Understand the Indicators of Threat Intelligence: Indicators of Compromise (IoCs) and Indicators of Attack (IoA)</li> </ul>		5

<ul> <li>Understand the layers of Threat Intelligence</li> <li>Learn to leverage/consume threat intelligence for proactive defense</li> <li>Discuss Threat hunting</li> </ul>		
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# **AGREEMENTS**

Appendix B

Policy Alignment: ISO 17024 Standard



# NON-DISCLOSURE AGREEMENT V3.0 w.e.f. June 20th, 2024



**EC-Council** 

# **EC-Council**

### NON-DISCLOSURE AGREEMENT

EC-Council and/or its Affiliate ("EC-Council") may make available to you or have made available to you ("Receiving Party" or "You") certain proprietary and confidential information for the purpose of you obtaining EC-Council certification ("Purpose"). This disclosure of the Confidential Information is in accordance with the terms of this Confidentiality and Non-Disclosure Agreement ("Agreement").

By clicking on the "I accept" button, you agree to be bound by the terms of this Agreement and you acknowledge that your acceptance to this Agreement constitutes a legally binding contract between you and EC-Council. By accepting and appearing for EC-Council exam, you also certify that you are able to, and you are willing to accept the electronic version of this Agreement.

### 1. Definitions:

- **1.1.** Confidential Information shall mean any information disclosed by EC-Council whether orally or in written form, whether marked or not marked as confidential, including but not limited to exam items, materials, any notes or calculations, questions, exam methodologies, exam content and/or exam standards, together with all manuals, documents, memoranda, notes, log in credentials, analyses, forecasts and other materials in any medium whether now known or to be developed later, in English or in any language, whatsoever, which contain or reflect, or are generated from, such exam materials an confidential information shall together be referred to as "Confidential Information".
- **1.2.** "Affiliate" shall mean with respect to EC-Council at a given time, any entity whether incorporated or not, which is either controlled by or under common control with, or controls, the other entity, either directly or indirectly.
- 1.3. "Disclosing Party" shall mean EC-Council or its Affiliate.
- **1.4**. "Receiving Party" shall mean the individual who logs in to the exam portal of EC-Council to undertake the EC-Council certification examination that they enrolled for.
- **1.5.** "EC-Council exam portal" shall mean the platform available at https://www.eccexam.com/#.

### 2. Obligations, treatment and use of Confidentiality:

**2.1.** You shall hold the Confidential Information in strict confidence and shall not disclose such Confidential Information to any third party or use it for any purpose other than to further the Purpose. You further agree not to create or engage in activities, either alone or jointly with others for the purpose of publishing any brain dump, exam dump and/or any other unauthorized material that contains Confidential Information and any portion of the Confidential Information. Further, you shall not copy or attempt to make copies (written, photocopied, or otherwise) of any Confidential Information, including, without limitation, any exam materials, exam questions or answers. You shall not reverse engineer, disassemble, decompile or replicate any Confidential Information.

**2.2.** The login credentials for accessing the EC-Council exam portal are confidential and are to be used only by you. Any compromise of the login credentials or other Confidential Information will be a material breach of this Agreement and will make you liable for the damages incurred by EC-Council due to such a breach. EC-Council also reserves the right to take appropriate disciplinary and legal action against you for such a breach.

### 3. Rights in the Confidential Information

The Confidential Information including any questions and answers of the Exam are the exclusive and confidential property of EC-Council and are protected by EC-Council's intellectual property rights, including but not limited to all patent, copyright, trademark, design and other proprietary rights and interests therein. You acknowledge and agree that nothing contained in this Agreement shall be construed as (i) granting any rights or license (either expressly or impliedly) in or to any Confidential Information or (ii) obligating either party to enter into an agreement regarding the Confidential Information, unless otherwise agreed to in writing. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable by You.

### 4. Representations; Warranties

CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND EC-COUNCIL MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING CONFIDENTIAL INFORMATION, INCLUDING AS TO ITS ACCURACY. DISCLOSING PARTY ACCEPTS NO RESPONSIBILITY FOR ANY EXPENSES, LOSSES OR ACTION INCURRED OR UNDERTAKEN YOU AS A RESULT OF YOUR RECEIPT OR USE OF ANY INFORMATION PROVIDED HEREUNDER.

### 5. Return and Destruction of Confidential Information

Any Confidential Information disclosed hereunder and any copies thereof (including, without limitation, derivatives thereof) will be returned or destroyed immediately once the purpose is over. You shall provide a certificate of compliance, certifying such destruction, on EC-Council's request.

### 6. Liability; Indemnification

- **6.1.** You shall be liable to EC-Council for any and all damages, claims, losses (including consequential losses), costs and expenses incurred by the EC-Council due to the breach of the obligations of the confidentiality by you.
- **6.2**. You shall indemnify, defend, and hold EC-Council harmless from and against all losses (including consequential losses), damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising as a result of any breach of obligations by you under this Agreement.

### 7. Governing law:

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to its conflict of law principles.

### 8. Equitable remedies

You hereby acknowledge and agree that violation of any of these provisions will cause irreparable harm to EC-Council for which monetary remedies may be inadequate, and that EC-Council shall be entitled, without waiving any other rights or remedies, to take all appropriate actions to remedy or prevent such disclosure or misuse, including obtaining an immediate injunction.

### 9. Miscellaneous:

**9.1.** This Agreement may not be modified by you. EC-Council reserves the right to modify the terms of this Agreement with or without notice, in its sole discretion. If any provision of this Agreement or any portion thereof shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, and the affected provisions or portion thereof shall be replaced by a mutually acceptable provision, which comes closest to the economic effect and intention of the parties hereto. This Agreement may be executed in counterparts, all of which shall constitute one agreement. Your obligations under this Agreement shall survive the termination of the Agreement.

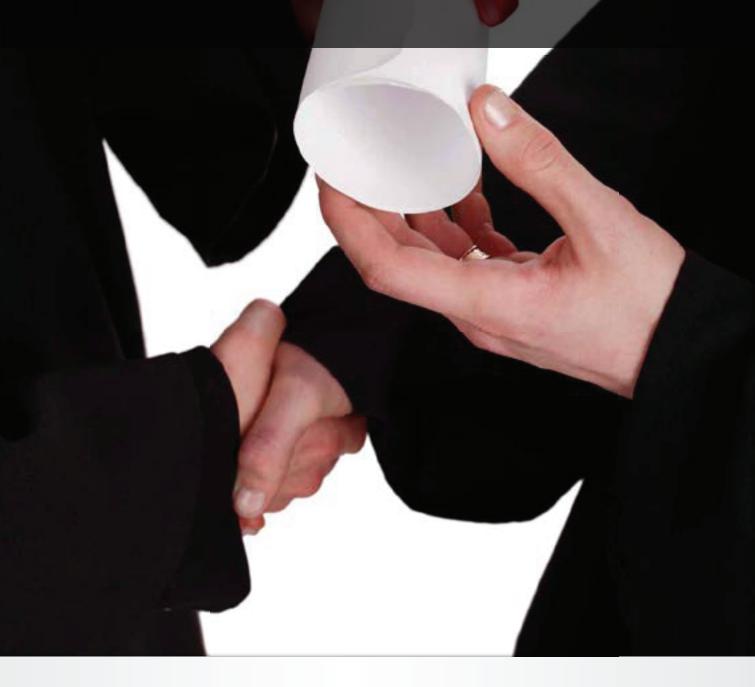
### 10. Disclaimer:

DO NOT attempt the EC-Council certification exam unless you have read, understood and accepted the terms and conditions in full. By attempting an exam, you signify the acceptance of those terms.

Please note that if you do not accept the terms and conditions of the Agreement, you are not authorized by EC-Council to attempt any of its certification exams. If you circumvent the requirement of accepting this Agreement and attempt an EC-Council certification exam, EC-Council reserves the right to revoke your certification status, publish the infraction, and/or take the necessary legal action against you for failing to comply with the above terms and conditions.

# EC-Council Certification Agreement v6.0

w.e.f. June 20th, 2024



**EC-Council** 

# **EC-Council**

### **CERTIFICATION AGREEMENT**

Candidate Application and Certification Agreement (Hereinafter referred to as "EC-Council Certification Agreement").

READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. EXAMINATION SHALL NOT BE ATTEMPTED UNLESS ALL THE TERMS AND CONDITIONS OF THE AGREEMENT HAS BEEN DULY READ, UNDERSTOOD AND ACCEPTED IN FULL.

No changes to may be made to this Agreement, unless agreed in writing by EC-Council.

This EC-Council Certification Agreement (the "Agreement") is entered into between you and the EC-Council Group ("EC-Council") as of the date of the acceptance of the Agreement.

By clicking on "I ACCEPT", you are entering into this legally binding Agreement with EC-Council, WHICH MAY CHANGE FROM TIME TO TIME. Entering into this Agreement does not guarantee that EC-Council will accept your application for certification. Clicking "I ACCEPT" or accepting this Agreement constitutes an offer to EC-Council for the participation in the EC-Council Program for certification. Do not click "I ACCEPT" on this Agreement or PARTICIPATE IN THE CERTIFICATION PROGRAM if (a) you do not meet the age requirements below; or (b) you do not fulfill the conditions as specified in this Agreement; or (c) you do not want to be bound by this Agreement.

### 1. **DEFINITIONS**

For the purposes of this Agreement, the terms defined in this Section shall have the meanings set forth below: -

- **1.1 "Candidate"** means an individual who attempts the certification examination but is not conferred the said certification unless he fulfils all the requirements, including but not limited to the 'Passing Criteria'.
- **1.2 "Certified Member"** shall mean the candidate who has passed EC-Council certification exam and been conferred a certification status.
- **1.3 "Program"** shall mean any of the certification programs offered by EC-Council.
- **1.4 "Examination Materials"** shall mean EC-Council certification examination(s) and any questions, instructions, responses, answers, worksheets, modules, drawings and/or diagrams related to such examination(s) and any accompanying materials. The list is inclusive of all related EC-Council Training Materials.
- **1.5 "Marks"** means, as the case may be, any and all EC-Council titles, trademarks, service marks and/or logos which EC-Council may from time to time expressly designate for use corresponding to the EC-Council certification that a Candidate attempts or a Certified Member has achieved.
- 1.6 Passing Criteria shall mean passing criteria for an EC-Council certification exam which may vary from

exam to exam. The passing criteria for an EC-Council exam can be found at <a href="https://cert.eccouncil.org/faq.html">https://cert.eccouncil.org/faq.html</a>.

### 2. Policies and Obligations

- **2.1** At all times, you shall agree to adhere to the certification/candidate policies of EC-Council including but not limited to: -
- **2.1.1** Certification Exam Policy (https://cert.eccouncil.org/certification-exam-policy.html);
- **2.1.2** Exam Retake Policy (https://cert.eccouncil.org/exam-retake-policy.html);
- **2.1.3** Eligibility Policy (https://cert.eccouncil.org/application-process-eligibility.html);
- **2.1.4** EC-Council Non-Disclosure Agreement (https://cert.eccouncil.org/images/doc/NDA-Non-Disclosure-Agreement-v3.0.pdf);
- **2.1.5** Special Accommodation Policy (https://cert.eccouncil.org/special-accommodation-policy.html);
- **2.1.6** Appeal Procedure (https://cert.eccouncil.org/appeal-procedure.html);
- **2.1.7** Voucher Extension Policy (https://cert.eccouncil.org/exam-voucher-extension-policy.html);
- **2.1.8** Privacy Policy (https://www.eccexam.com/Privacy Policy.aspx#);
- **2.1.9** IPR Policy (https://www.eccouncil.org/legal/intellectual-property-rights-policy/).

EC-Council reserves the right to add, edit, amend or delete the abovementioned policies at any time with or without notice. Please ensure you are regularly checking in to see any updates or changes to these policies.

- **2.2** You agree that you shall, at all times, either in the capacity of being a Candidate and/or a Certified Member, as applicable, adhere to, including but not limited to, the Code of Ethics as provided at https://cert.eccouncil.org/code-of-ethics.html, and including as provided hereunder:-
- Keep private and confidential information gained in your own professional work, (in particular if it pertains to your client lists and client's personal information). Not collect, give, sell, or transfer any personal information (such as name, e-mail address, Social Security number, or other unique identifier) to a third party without your client's prior consent.
- Protect and respect the intellectual property of others by relying on your own innovation and efforts, thus ensuring that all benefits vest with their originator. Disclose and report to appropriate persons or authorities' potential dangers to any e-commerce clients, the Internet community, or the public, as applicable.
- Provide service in own areas of competence. You should be honest and forthright about any limitations of your own experience and education. Ensure that the Certified Member is qualified for any project by an appropriate combination of education, training, and experience.
- Never knowingly use software or process that are obtained or retained either illegally or unethically.
- Do not engage in deceptive financial practices such as bribery, double billing, or other improper financial practices.

- Use and protect the property of your clients or employers only in ways which are properly authorized, and with the owner's knowledge and consent.
- Avoid any conflict of interest. Disclose to all concerned parties, including (without limitation) your clients, employers, or EC-Council any actual or potential conflicts of interest that cannot reasonably be avoided or escaped. For the purpose of clarity, if you have participated in item writing for any of the EC-Council certification examinations, you will not be allowed to sit for the same certification examination. Further, if you wish to be EC-Council's consultant, you must disclose your association with EC-Council's other products and/or services and/or your association with competing products and/or services.
- Ensure good management for any project as a Certified Member.
- Add to the knowledge to the field of cybersecurity profession by constant study, share the lessons of own experience with fellow EC-Council members, and promote public awareness of benefits of cybersecurity. electronic commerce.
- Conduct oneself in the most ethical and competent manner when soliciting professional service or seeking employment, thus meriting confidence in the Certified Member's knowledge and integrity.
- Ensure ethical conduct and professional care at all times on all professional assignments without prejudice.
- Do not associate with malicious hackers or engage in any malicious activities.
- Do not purposefully compromise or allow the client's or organization's systems to be compromised in the course of the Certified Member's professional dealings.
- Ensure all penetration testing activities are authorized and within legal limits.
- Do not take part in any black hat activity or be associated with any black hat community that serves to endanger networks.
- Do not be a part of any underground hacking community for purposes of preaching and expanding black hat activities.
- Do not make inappropriate reference to the certification or misleading use of certificates, marks or logos in publications, catalogues, documents or speeches.
- Do not be in violation of any law of the land or have any previous conviction.
- Make claims regarding certification only with respect to the scope for which the certification has been granted.
- Do not use the certification in a manner as to bring EC-Council into disrepute.
- Do not make misleading and/or unauthorized statements regarding the certification or EC-Council.
- Use any EC-Council Marks in accordance with the brand guidelines.
- Discontinue the use of all trademarks in regard to the certification which contains any reference to EC-Council and/or EC-Council trademark or logo or insignia upon suspension/withdrawal/expiration of the said certification.
- Return any certificates issued by EC-Council upon suspension/withdrawal/expiration of the certification.
- Refrain from promoting the certification in the event of your certification is withdrawn or suspended or expired.
- Inform EC-Council, without any undue delay, of any conditions which may impact the fulfilment of continuing certification requirements.
- Maintain the certification by completing, within the time frame specified by EC-Council, all continuing certification requirements (if any) that correspond with Certified member's particular certification.
- To not participate in any cheating incident, breach of security, misconduct or any other behavior that could be considered a compromise of the integrity or confidentiality of any EC-Council certification examination.
- To not provide training on any EC-Council official courseware unless otherwise authorized as an

- EC-Council Certified Instructor (CEI).
- To not create any derivative works of, reverse engineer, reproduce any proprietary materials of EC-Council.
- To not create any exam dumps, brain dumps of any confidential information shared by EC-Council.
- **2.2.1** The Code of Ethics is subject to change from time to time in order to remain compliant with any applicable laws, rules and regulations and evolving internal policies. It is your sole responsibility to refer to the relevant link for any updates and ensure your compliance to the updated code of ethics at all times.
- **2.2.2** Upon being a Certified member, you shall adhere to the EC-Council Education (ECE) policy (https://cert.eccouncil.org/ece-policy.html).
- **2.2.3** The Candidate is strictly prohibited from using any EC-Council Marks for any reason whatsoever.

### 3. CERTIFICATION

- **3.1** You shall be certified only upon successful completion of the required certification examination and your compliance with the requirements in the current corresponding program brochure. You agree that EC-Council has the right to modify any examination, certification scheme, test objectives or the requirements for obtaining or maintaining any EC-Council certification at any time.
- **3.2** Notwithstanding anything in this Agreement to the contrary, EC-Council reserves the right to withdraw, suspend, or refuse to grant you and/ or renew the certification if EC-Council in its good faith determines that your certification or use of the corresponding marks will adversely affect EC-Council or the community at large or consumers.
- **3.3** Upon being conferred the certification, you are expected to notify EC-Council of any changes to your contact information to retain your certification. You may withdraw your contact information at any time in which case, EC-Council shall not have any obligation to keep your certification updated. Please refer to EC-Council's privacy policy to understand how to opt out. EC-Council does not provide any guarantees of adhering to any request which does not follow the procedure provided in the privacy policy for opting out.
- **3.4** Once you are certified, you are solely responsible for keeping yourself informed about EC-Council's continuing certification requirements for maintaining your own certification. If you fail / do not complete the continuing certification requirements timeframe specified by EC-Council, your certification for that particular Program will be revoked without further notice, and all rights pertaining to that certification (including the right to use the applicable Marks) will be terminated.
- **3.5** Notwithstanding anything in this agreement to the contrary, EC-Council has the sole discretion to withdraw, suspend, or refuse to renew and/ or grant you the certification if EC-Council learns at any point of time that the Candidate and/or the Certificate Member, as applicable, has cheated and/or used unethical measures and/or suppressed any material information leading to conflict of interest to obtain the relevant certification.
- **3.6** Notices: All notices herein shall be in writing and in English language. EC-Council may publish any notice online and/or send email at your registered email ID. You may wish to write to EC-Council at certmanager@eccouncil.org and/or send notices by mail at the below addresses:

- For Europe, Middle East and Asia regions- Attention: Director of Certification.
- USA and South America: Attention: Director of Certification 101C Sun Avenue NE, Albuquerque, NM 87109 USA

### 4. TERM AND TERMINATION

- **4.1 Term:** Upon being conferred the certification, you are required to maintain the certification and update the validity of the EC-Council certification via EC-Council's ECE program located at https://cert.eccouncil.org/ece-policy.html. The initial certification validity is for three years only, and you are required to fulfill the terms and conditions of the ECE Program to retain the validity of the relevant certification. The term of this Agreement is coterminous with the validity of the certification if you are a Certified Member and if you are not a Certified Member, then the agreement shall be deemed to terminated at the end of your relevant certification exam as a Candidate. However, the terms that by their nature are deemed to survive shall survive the termination or expiration of this Agreement.
- **4.2 Effect of Termination:** Upon the termination of this Agreement, you as a Certified Member shall immediately cease all use of the Marks, all representations or claims that you hold any EC-Council Certifications, or any other statements that imply in any way that you are certified by EC-Council. This obligation includes, but is not limited to, immediately removing the Marks from all web sites and electronic materials under your control, including resumes, profession profiles, and email signatures, as well as from all hard copy materials, including business cards. All unused business cards or other hard copy materials bearing the Marks shall be destroyed within ten (10) days of termination, and you agree to provide EC-Council a written statement under oath attesting to such destruction, if requested by EC-Council. Upon termination, you shall also lose all access to the related portals made available to you by EC-Council during the term by which you are a Certified Member. You agree to release EC-Council from any claims arising out of this Agreement or otherwise.
- **4.3 Termination by EC-Council:** Without prejudice to EC-Council's rights under this Agreement, or in law, equity or otherwise, EC-Council may terminate this Agreement immediately for any of the following reasons:
- a. **Default:** If you fail to comply with or you are in default under any provision of this Agreement;
- b. Criminal Offense: You are convicted in a court of competent jurisdiction for a criminal offense;
- c. **Misuse of EC-Council's Marks**: You are engaged in misappropriation or unauthorized disclosure of any trade secret or confidential information of EC-Council, or engaged in the act of piracy concerning any, including but not limited to, EC-Council official courseware, Program, Examinational Materials, Confidential Information, or otherwise infringe EC-Council's intellectual property rights, or engage in any other activities, barred by law;
- d. **Misrepresentation:** You have fraudulently misrepresented your status or relationship with EC-Council.
- e. You are engaged in any fraudulent or unethical activity.

### **5. INTELLECTUAL PROPERTY**

All Marks remain the property of EC-Council. In order to preserve the value of EC-Council's Marks, you shall not make any use of any of EC-Council's Marks for any reason, unless otherwise specified in this Agreement, without the written authorization of EC-Council. The Examination Materials is the proprietary material of EC-Council and you should not use any proprietary materials of EC-Council for any other purpose, other than for the purpose of this Agreement.

### 6. LICENSE

- **6.1** If you are a Candidate, you shall not be granted the rights to use and/or display EC-Council's Marks for whatsoever purpose, be it for promotional, advertising, marketing and/or publicity purposes. You acknowledge and agree that violation of any of these provisions will cause irreparable harm to EC-Council for which monetary remedies may be inadequate, and that the EC-Council shall be entitled, without waiving any other rights or remedies, to take all appropriate actions to remedy or prevent such disclosure or misuse, including obtaining an immediate injunction. Your failure to abide by the provisions of this Agreement and this clause shall make you liable for damages and/or other legal actions.
- **6.2** Subject to the terms and conditions of this Agreement and the successful attainment of one or more of EC-Council certifications, EC-Council shall grant you in your capacity as Certified Member a non-exclusive, limited, revocable, non-sublicensable and non-transferable license to only use and display the relevant Marks solely in connection with providing the professional services that correspond to the certification program that the Certified Member had earned. The certification earned by you does not entitle you to provide training on EC-Council official courseware unless you are CEI sponsored by active EC-Council Accredited Training Centre (ATC).
- **6.3** Once certified, you may use the Marks only to identify yourself as EC-Council Certified Member in your resume or professional profile solely for the purpose of promoting the professional services in correspondence to your certification. Any other use of the Marks is strictly prohibited. If you are not sure on the correct usage of our Marks then please reach out to EC-Council at certmanager@eccouncil.org or legal@eccouncil.org and refer to our brand guidelines. Any misuse of our Marks or use of our Marks not in accordance with our brand guidelines shall constitute a material breach of the Agreement and our policies.
- **6.4** You shall not use the Marks for any purposes that are not directly related to the provision of the professional services corresponding to your particular certification. You shall not use the Marks of any certification program unless you have completed the certification program requirements and have been notified by EC-Council in writing that you have achieved the certification status for that particular Program.
- **6.5** As a Certified Member, you shall not misrepresent your own certification status or qualifications so as to imply or suggest that EC-Council in any way endorses, sponsors or recommends you, or any of your products or services. You shall always use the correct "certification number" granted to you and shall not share or allow any other person to use your certification number or credentials. The certification granted is unique to you and only you are authorized to avail the professional benefits arising out of the certification granted to you.
- **6.6** You also agree that your status as a Certified Member and your rights pertaining to the Marks as vested to you under this Agreement shall not permit you to hold yourself out as having any ownership rights over the EC-Council Training/Examination Materials. Any attempts/action which implies or expresses that you have some degree of ownership to the EC-Council Training/Examination Materials shall be construed as a material breach of this Agreement and your certification shall be revoked with immediate effect.

### 7. OWNERSHIP OF MARKS BY CERTIFIED MEMBERS

EC-Council owns and retains all title and ownership of all intellectual property rights in the products, documentation, certificate and all other related materials and Marks. EC-Council does not transfer any

portion of such title and ownership, or any of the associated goodwill to you, and this Agreement should not be construed to grant you any right or license, whether by implication, estoppel, or otherwise, except as expressly provided. You agree to be bound by and observe the proprietary nature of the materials acquired by reason of your certification under this Agreement.

### 8. CONDUCT OF BUSINESS BY CERTIFIED MEMBERS

As a Certified Member you shall agree to (i) conduct business in a manner which reflects favorably at all times on the products, goodwill and reputation of EC-Council; (ii) avoid deceptive, misleading or unethical practices which are or might be detrimental to EC-Council or its products or services; and (iii) refrain from making any representations, warranties, or guarantees to customers that are inconsistent with the policies established by EC-Council. Notwithstanding the above, you are strictly prohibited from misrepresenting your certification status or level of skill and knowledge related to EC-Council's certifications or training materials or examination materials.

### 9. QUALITY OF PROFESSIONAL SERVICES BY CERTIFIED MEMBERS

You shall also agree that it is of fundamental importance to EC-Council that the professional services provided by you are of the highest quality and integrity. Accordingly, you agree that EC-Council will have the right to determine in its absolute discretion whether the professional services provided by you, meet EC-Council's standards of merchantability. In the event that EC-Council determines that you are no longer meeting accepted levels of quality and/or integrity, EC-Council reserves the right to notify you with a commercially reasonable time of no less than one (1) month to rectify and meet the EC-Council's standards. Non-adherence to EC-Council's standards shall constitute breach of this Agreement, and may result to suspension of the Certified Member, or termination of this Agreement, at EC-Council's sole discretion.

### 10. RESERVATION OF RIGHTS AND GOOD WILL IN EC-COUNCIL

EC-Council retains all rights not expressly conveyed to you by this Agreement. You must recognize the value of the publicity and goodwill associated with the Marks and the Program and acknowledge that the goodwill will exclusively inure to the benefit of, and belong to, EC-Council. You as a Certified Member shall have no rights of any kind whatsoever with respect to the Marks licensed under this Agreement except to the extent of the license granted in this Agreement.

### 11. NO REGISTRATION BY CERTIFIED MEMBER OR CANDIDATE

You, either as Certified Member or Candidate, agree not to file any new trademark, collective mark, service mark, certification mark, and/or trade name application(s), in any class and in any country, for any trademark, collective mark, service mark, certification mark, and/or trade name that, in EC-Council's opinion, is the same as, similar to, or that contains, in whole or in part, any or all of EC-Council's trade names, trademarks, collective marks, service marks, and/or certification marks, including, without limitation, the Marks licensed under this Agreement. You further agree to not to register or use as your own any internet domain name which contains EC-Council's Marks or other trademarks in whole or in part or any other name which is confusingly similar thereto. To the extent that Certified Member or Candidate obtains or develops any rights in or to the EC-Council Marks or any confusingly similar trademarks, Certified Member or Candidate agrees to assign in perpetuity, globally, and without any royalty, and does hereby irrevocably assign such rights to EC-Council. This section shall survive the expiration or termination of this Agreement.

### 12. PROTECTION OF RIGHTS BY CERTIFIED MEMBER OR CANDIDATE

- **12.1** You shall use your best effort to protect EC-Council's rights and title to the Marks. You shall immediately inform EC-Council of any infringement or potential infringement of EC-Council Marks or proprietary materials and assist EC-Council with any information required to defend and protect its intellectual property rights.
- **12.2** If at any time EC-Council requests that you discontinue using the Marks and/or substitute using a new or different Mark, you shall immediately cease use of the Marks and cooperate fully with EC-Council to ensure all legal obligations have been met with regards to use of the Marks.

### 13. REPRESENTATIONS AND WARRANTIES

- **13.1** You represent and warrant that:
- I. You have the full power and authority to execute, deliver, and perform the obligations outlined in this Agreement;
- II. There are no actions, proceedings, or investigations, pending, or, to the best of your knowledge, threatened against you, which may, in any manner whatsoever, affect the enforceability of this Agreement;
- III. The execution, and performance of this Agreement will not constitute a breach or default under any Agreement, law, or court order under which such party may be bound or affected;
- IV. Your performance under this Agreement shall be rendered using sound professional practices, in a competent and professional manner;
- V. You will not violate the copyright, patent, trademark, trade secret, or other rights of EC-Council;
- VI. You have disclosed to EC-Council any and all other information, obligations, arrangements, agreements or interests of EC-Council that may constitute or give rise to an actual or apparent conflict of interest on their part, given the nature and terms of this Agreement.

### **14. INDEMNIFICATION**

- 14.1 You agree to indemnify and hold EC-Council, its affiliates, and their respective officers, directors, shareholders, and representatives, harmless from and against any and all losses, liabilities, damages, obligations, demands, claims, costs or expenses (including legal fees) arising out of any claims or suits made against EC-Council (i) by reason of your threatened or actual breach of the terms and conditions under this Agreement; (ii) arising out of your use of the Marks in any manner whatsoever except in the form expressly licensed under this Agreement; and/or (iii) for any personal injury, product liability, or other claim arising from the promotion and/or provision of the professional services (iv) breach of intellectual property rights of third party.
- **14.2** You agree to indemnify and hold harmless EC-Council, its affiliates, and their respective officers, directors, shareholders, and representatives, harmless from and against any and all losses, liabilities, obligations, demand, costs, expenses (including legal fees), arising from or related to any claim be brought by anyone not a party to this Agreement, to the extent that the said claim arises from the negligent acts or omissions, or willful misconduct caused by you.

### 15. CONFIDENTIALITY

- 15.1 EC-Council may, from time to time, provide any tangible or intangible information to you, which EC-Council may consider to be confidential, which may be communicated orally, or designated at the time, or promptly confirmed in writing as such. The Confidential Information shall include the Program and relevant materials, including but not limited to, the training and examination materials, and the content of the EC-Council certification examination. You shall retain in confidence all such information, and know-how, and trade secret, transmitted to you or which by its nature can be deemed to be treated as proprietary and/or confidential ("Confidential Information"). You shall not disclose the Confidential Information to any third party except as authorized under this Agreement.
- 15.2 You shall not disclose Confidential Information at any time during the term of this Agreement, or thereafter. You agree to defend, indemnify and hold EC-Council, and its corporate affiliates, their respective officers, directors and shareholders, harmless from and against any and all damages, including reasonable attorney fees, sustained as a result of the unauthorized use or disclosure of the EC-Council's Confidential Information.
- 15.3 You shall, at all times, maintain the confidentiality of, including but not limited to, all Examination Materials and not disclose, publish, reproduce, distribute, post or remove from the examination room, any portion of the Examination Materials. Failure to observe and comply with this provision shall be deemed as a breach and shall attract legal recourse in the forms of injunctions, civil liability, forfeiture of profits, punitive damages and/or other legal sanctions deemed reasonable to address such breach.

### **15.4** You shall:

- i. hold the Confidential Information in confidence with the strictest degree of care;
- ii. not copy, distribute, or otherwise use such Confidential Information or knowingly allow anyone else to do so, and any and all copies shall bear the same notices or legends, of the originals;
- iii. keep EC-Council's Confidential Information separate and secure;
- iv. on request or termination, immediately return all Confidential Information and certify that it has been destroyed (with a valid certificate of destruction) and/or, if the information is recorded on an erasable storage medium, erase such information from the storage medium.
- v. The rights and obligations of the parties under this section shall survive the termination of this Agreement.

### 16. LIMITATION OF LIABILITY

IN NO EVENT WILL EC-COUNCIL BE LIABLE TO YOU FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL PUNITIVE, EXEMPLARY OR ANY SIMILAR TYPE OF DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

### 17. NON-COMPETE AND NON-CIRCUMVENTION

You shall not, during the term of this Agreement, and for a period of two (2) years thereafter, directly or indirectly, promote, develop, administer, or sell competing courses that may be related to the EC-Council Program, or training materials, and/or related certification examinations, independently, or through any third party.

### **18. NON-DISPARAGEMENT**

You agree that you will not make any disparaging remarks, whether orally or in writing, about EC-Council, or its subsidiaries and/or related entities, their products, services, officers, board of directors, managers, supervisors, and employees, to any persons whatsoever during the term of this Agreement, and thereafter. The obligation under this paragraph includes, but is not limited to, refraining from making any disparaging, degrading or demeaning remarks, or cast any aspersions about EC-Council.

This clause shall survive the termination/expiration of the Agreement.

### 19. GENERAL PROVISIONS

- **19.1 Governing Law and Venue:** This Agreement will in all respects be governed by the law of the State of New Mexico, excluding its conflicts of laws and provisions, and venue of any actions will be proper in the courts of the State of New Mexico of the United States of America
- **19.2** Non-Waiver: No waiver of any right or remedy on one occasion by either party will be deemed a waiver of such right or remedy on any other occasion.
- **19.3 Assignment:** Neither this Agreement nor any of your rights or obligations arising under this Agreement may be assigned without EC-Council's prior written consent. Any prohibited assignment or delegation by the Applicant shall be rendered null and void.
- **19.4 Class-action Waiver:** Certified Member or Candidate hereby waives, with respect to any dispute: (i) the right to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; and (ii) the right to join or consolidate claims with claims of any other person.
- **19.5 Independent Contractors:** You acknowledge that you and EC-Council are independent contractors and you agree to not to represent yourself as, an employee, agent, or legal representative of EC-Council.
- **19.6** Compliance with Laws: You agree to comply, at your own expense, with all statutes, regulations, rules, ordinances, and orders of any governmental body, department, or agency that apply to or result from your rights and obligations under this agreement.
- **19.7 Modifications:** Any modifications to this Agreement by Candidate or Certified Member will render it null and void. This Agreement will not be supplemented or modified by any course of dealing or usage of trade. EC-Council may modify the terms of this Agreement at any time with or without notice.
- **19.8 Revision of terms**: EC-Council reserves the right to revise the terms of this Agreement from time to time. In the event of a revision, your signing or otherwise manifesting assent to a new agreement may be a condition of continued certification.
- **19.9** Severability: If any portion or provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions and provisions shall remain in full force and effect.
- **19.10 Complete Agreement**: This Agreement constitutes the entire agreement between the Parties relating to its subject matter, supersedes all prior agreements, understandings and representations between the Parties, oral or written, with respect to its subject matter.

# **EC-Council**