CANDIDATE CERTIFICATION AGREEMENT

(Version 3.0) w.e.f. February 1st, 2012

EC-Council

EC-Council Candidate Certification Agreement

1. PURPOSE

1.1 International Council of E-Commerce Consultants ("EC-Council") distributes, licenses, and promotes e-Business and Security certification programs. To provide appropriate support for its programs, EC-Council has created the following credentials below whereby individuals may become certified subject to submitting this Agreement.

CEP – Certified e-Business Professional
CEH – Certified Ethical Hacker
CHFI – Computer Hacking Forensic Investigator
CNDA – Certified Network Defense Architect
SCUS
Security5
Wireless5
Network5
ECSA – EC-Council Certified Security Analyst
ECSS - EC-Council Certified Security Specialist
LPT – Licensed Penetration Tester
MSS – Master of Security Science
CEI – Certified EC-Council Instructor
ENSA – EC-Council Network Security Administrator
ECSP – EC-Council Certified Secure Programmer
CSAD – Certified Secure Application Developer
ECVP – EC-Council Certified Voice over IP Professional.

1.2 Through passing certification exams, successful participants in these programs may become authorized to provide corresponding services and to use the EC-Council Marks pertaining to the certification program(s) that the participant has completed. Individuals may participate in one or more of these certification programs. Successful completion of one certification program allows the participant make claims regarding certification only with respect to the scope for which certification has been granted and does not entitle participant to use the Marks or provide the services pertaining to any other program.

2. DEFINITIONS

2.1 **Program** means one of the certification programs offered by EC-Council under this EC-Council Candidate Certification Agreement ("Agreement"). Each Program includes a formally documented process whereby individuals may demonstrate competence relating to infrastructure software and one or more EC-Council products.

2.2 **MARKS** means, as the case may be, the EC-Council marks and logos, and the certification and Program marks and logos.

2.3 **EC-COUNCIL Accredited Training Center or ATC** means professional instructors, training organizations, or businesses. They deliver top-notch professional training on e-Business subjects.

2.4 **EC-Council Test Center or ETC** means any organization that has been approved by EC-Council to administer EC-Council certification exams to students.

3. CERTIFICATION

Your Program certification is based on Your successful completion of the required testing and Your compliance with the requirements described in the current corresponding Program brochure. You acknowledge that EC-Council has the right to change at any time the requirements for obtaining or maintaining any Program certification. Once certification is granted, You may maintain Your certification by completing, within the time frame specified by EC-Council, all continuing certification requirements (if any) that correspond with Your particular Program certification. You also agree to comply with the relevant provisions of the certification program. You are solely responsible for keeping Yourself informed of EC-Council's continuing certification requirements and for maintaining Your certification. If You do not complete the continuing certification requirements within the time frame specified by EC-Council, Your certification for that particular Program will be suspended or revoked without further notice, and all rights pertaining to that certification (including the right to use the applicable Marks) will terminate. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EC-COUNCIL HAS THE RIGHT NOT TO GRANT OR RENEW YOUR CERTIFICATION IF EC-COUNCIL DETERMINES IN GOOD FAITH THAT YOUR CERTIFICATION OR USE OF THE CORRESPONDING MARKS WILL ADVERSELY AFFECT EC-COUNCIL.

4. TRANSFER OF CERTIFICATION

You retain Your certification status if You leave Your current employment and/or begin working with a new organization. However, You may not transfer Your Program certification to another person.

5. YOUR OBLIGATIONS

5.1 **You must adhere to the following EC-Council Policies:**

- Code of Ethics (https://cert.eccouncil.org/code-of-ethics.html)
- Certification Exam Policy (https://cert.eccouncil.org/certification-exam-policy.html)
- Exam Retake Policy (https://cert.eccouncil.org/ec-council-exam-retake-policy.html)
- Exam Extension Policy (https://cert.eccouncil.org/exam-extension-policy.html)
- Exam Voucher Policy (https://cert.eccouncil.org/exam-voucher-policy.html)

5.2 You must accept the terms stated under EC-Council Non-Disclosure Agreement. (url: http://cert.eccouncil.org/images/doc/Non-Disclosure-Agreement-v1.0-15112011.pdf)

6. TERM AND TERMINATION

6.1 **Term.** This Agreement will begin on the date You receive written notice from EC-Council that You have met all the requirements necessary to receive Your particular Program certification and will terminate as provided in this Agreement. THIS AGREEMENT WILL NOT TAKE EFFECT UNTIL EC-COUNCIL HAS NOTIFIED YOU IN WRITING THAT ALL PROGRAM REQUIREMENTS HAVE BEEN MET, INCLUDING YPUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. You also agree to comply with this Agreement when you open the certification welcome kit envelope seal. If You later upgrade Your status to include any other Program certifications, this Agreement will remain in effect and govern Your right to use any new certification MARKS.

6.2 **Termination by EC-COUNCIL.** Without prejudice to any rights it may have under this Agreement or in law, equity, or otherwise, EC-Council may terminate this Agreement upon the occurrence of any one or more of the following events (each called a "Default"):

6.2.1 If You fail to perform any of Your obligations under this Agreement;

6.2.2 If any actual or potential adverse publicity or other information about You or Your use of the MARKS causes EC-Council, in its sole judgment, to believe that EC-Council's reputation will be adversely affected.

6.3 In the event of a Default, EC-Council will give You thirty (30) days from receipt of notice to correct the Default. If You fail to correct the Default within the notice period, this Agreement will automatically terminate on the last day of the notice period without further notice. EC-Council will have no liability to You under any circumstances for termination of this Agreement.

6.4 **Effect of Termination.** Upon termination of this Agreement for any reason, You must immediately cease all display, advertising, and other use of the MARKS and will return all certificates, badges or other trademark collateral to EC-Council. Upon termination, all rights granted under this Agreement will immediately and automatically revert to EC-Council.

7. OWNERSHIP

No title to or ownership of the MARKS or of any ATC courseware provided to You pursuant to this Agreement is transferred to You. EC-Council owns and retains all title and ownership of all intellectual property rights in the products, documentation, and related materials and, all modifications to and derivative works from software acquired as a Program certification holder which are made by You, EC-Council or any third party. 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 products acquired by reason of Your certification under this Agreement.

8. RESERVATION OF RIGHTS AND GOOD WILL IN EC-Council

EC-Council retains all rights not expressly conveyed to You by this Agreement. You recognize the value of the publicity and goodwill associated with the MARKS and acknowledge that the goodwill will exclusively inure to the benefit of, and belong to, EC-Council. You 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.

9. NO REGISTRATION BY YOU

You 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 agree 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. This section will survive the expiration or other termination of this Agreement.

10. PROTECTION OF RIGHTS

You agree to assist EC-Council, to the extent reasonably necessary and at EC-Council's expense, to protect or to obtain protection for any of EC-Council's rights to the MARKS. In addition, if at any time EC-Council requests that You discontinue using the MARKS and/or substitute using a new or different mark, You will 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.

11. INDEMNIFICATION BY YOU

You agree to indemnify and hold EC-Council harmless against any loss, liability, damage, cost or expense (including reasonable legal fees) arising out of any claims or suits made against EC-Council (i) by reason of Your performance or nonperformance 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 LICENSED SERVICES. In the event EC-Council seeks indemnification under this Section, EC-Council will immediately notify You in writing of any claim or proceeding brought against it for which it seeks indemnification under this Agreement. In no event may You enter into any third party agreements that would in any manner whatsoever affect the rights of, or bind, EC-Council in any manner, without the prior written consent of EC-Council.

12. LIMITATION OF LIABILITY

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

13. GENERAL PROVISIONS

13.1 **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 provisions, and venue of any actions will be proper either in the courts of the State of New Mexico of the United States of America or in the country of EC-Council's residence, if other than the United States.

13.2 **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.

13.3 **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. This Agreement is freely assignable by EC-Council, and will be for the benefit of EC-Council's successors and assigns.

13.4 **Independent Contractors.** You acknowledge that You and EC-Council are independent contractors and You agree that You will not represent Yourself as, an employee, agent, or legal representative of EC-Council.

13.5 **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.

13.6 **Modifications.** Any modifications to the typewritten face of this Agreement will render it null and void. This Agreement will not be supplemented or modified by any course of dealing or usage of trade. Any modifications to this Agreement must be in writing and signed by both parties.

13.7 **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.

14. CONFIDENTIALITY

14.1 EC-Council may, from time to time provide information to You which it considers to be confidential shall, if tangible, be marked as such or, if communicated orally, designated at the time and promptly confirmed in writing as such. Information that is so marked or designated and confirmed, and the Licensed Software regardless of form or designation, shall be "Confidential Information" under this Agreement.

14.2 Confidential Information shall be held in trust and used only as necessary for the performance of this Agreement. Confidential Information shall be treated with the same degree of care to avoid disclosure to third parties as is used with respect to the Your own Confidential Information, but not less than a reasonable degree of care.

14.3 Confidential Information shall be disclosed only to those employees or agents of a party who have a need to know such information and are under binding obligation of confidentiality with respect to any such information received. Confidential Information shall not be disclosed by You to any other third party without the prior written consent of EC-Council. You agree to defend, indemnify and save EC-Council harmless from and against any and all damages, including reasonable attorney's fees, sustained as a result of the unauthorized use or disclosure of the other party's Confidential Information.

14.3.1 Your obligation of confidentiality hereunder shall terminate when you can establish that the Confidential Information (a) at the time of its disclosure was known by You; (b) is already in the public domain or becomes generally known or published without breach of this Agreement; (c) is lawfully disclosed by a third party free to disclose such information; (d) is subsequently independently developed by You without reference to or use of the Confidential Information; or (d) is legally required to be disclosed provided that You promptly notify EC-Council so as to permit such EC-Council to appear and object to the disclosure and further provided that such disclosure shall not change or diminish the confidential and/or proprietary status of the Confidential Information.

14.3.2 You further agree that, except as otherwise stated in this Agreement, You will not use the name of EC-Council either expressed or implied in any of its advertising or sales promotional material.

Prior to attempting an EC-Council exam, candidates are required to agree to EC-Council Candidate Certification Agreement 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 EC-Council Candidate Certification Agreement 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.