



EC-Council Certification Agreement v6.1

w.e.f. April 15th, 2026

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 <https://cert.eccouncil.org/faq.html>.

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/>);

2.1.10 Certification Examination Security & Integrity Framework
(<https://cert.eccouncil.org/exam-security.html>).

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 be 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.