



NON-DISCLOSURE AGREEMENT V3.0

w.e.f. June 24th, 2024



EC-Council

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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.