



# **EC-Council Certification Agreement v5.0**

**w.e.f. June 1<sup>st</sup>, 2020**

**EC-Council**

# EC-Council Certification Agreement v5.0

Candidate Application Agreement and Candidate Certification Agreement (Hereinafter referred to as "Candidate Certification Agreement" v5.0)

**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.**

**This EC-Council Certification Agreement (the "Agreement") is entered into between you and International Council of E-Commerce Consultant("EC-Council") as of the date of the acceptance of the 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 such as the Passing Criteria. When it is evidenced that the candidate is conferred a certification status, the Candidate shall referred to as a "**Certified Member**".
- 1.2 "**Program**" shall mean one of the certification programs offered by EC-Council.
- 1.3 "**Examination Materials**" shall mean EC-Council certification examination(s) and any questions, instructions, responses, answers, worksheets, drawings and/or diagrams related to such examination(s) and any accompanying materials. The list is inclusive of all related EC-Council Training Materials.
- 1.4 "**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.
- 1.5 **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 to abide by such Policies

- 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-v2.0.pdf>);
  - 2.1.5 Special Accommodation Policy (<https://cert.eccouncil.org/special-accommodation-policy.html>);

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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>).

EC-Council reserves the right to add, edit, amend or delete the abovementioned policies at any time with or without notice.

2.2 At all times, you shall, either in the capacity of being a Candidate and/or a Certified Member, as applicable, agree to adhere to the Code of Ethics of EC-Council including but not limited to:-

- 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.
- 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.
- 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.
- Never knowingly use software or process that is obtained or retained either illegally or unethically.
- 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.
- 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.
- Ensure good management for any project as a Certified Member.
- 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.
- Ensure ethical conduct and professional care at all times on all professional assignments without prejudice.
- Not to associate with malicious hackers or engage in any malicious activities.
- 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.

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- Ensure all penetration testing activities are authorized and within legal limits.
- Not to take part in any black hat activity or be associated with any black hat community that serves to endanger networks.
- Not to be part of any underground hacking community for purposes of preaching and expanding black hat activities.
- Not to make inappropriate reference to the certification or misleading use of certificates, marks or logos in publications, catalogues, documents or speeches.
- Not to 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.
- Not to use the certification in a manner as to bring EC-Council into disrepute.
- Not to make misleading and/or unauthorized statement regarding the certification or EC-Council.
- 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.
- Return any certificates issued by EC-Council upon suspension/withdrawal of the certification.
- Refrain from further promoting the certification in the event of the said certification is withdrawn or suspended.
- 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.
- 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 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.

2.2.1 Code of Ethics of EC-Council is subject to change from time to time in order to remain compliant with any applicable laws, rules and regulations and the same shall be updated and located at <https://cert.eccouncil.org/code-of-ethics.html>. It is your responsibility to always refer to such link for any updates.

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>).

## 3. CERTIFICATION

- 3.1. You shall be conferred certification only upon a 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 has the sole discretion

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to withdraw, suspend, or refuse to renew and/ or grant you the certification if EC-council in 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.
- 3.4 Once you are certified, you are solely responsible for keeping yourself informed after 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](mailto:certmanager@eccouncil.org) and/or send notices by mail at the below addresses:

## For Europe, Middle East and Asia regions:-

### Attention: Director of Certification.

Plot No: S1, TIE Phase -1,  
Balanagar, Hyderabad  
500037, INDIA

## USA and South America

### Attention: Director of Certification.

101C Sun Avenue NE,  
Albuquerque, NM 87109  
USA

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## 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 three years 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.
- 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 EC-Council certified. 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.

## 5. LICENSE

- 5.1 If you are a Candidate and has not been conferred with certification, you shall not be granted the rights to use and/or display the EC-Council trademarks, logo, insignia (hereinafter "Marks") for whatsoever purpose, be it for promotional, advertising, marketing and/or publicity purposes. Failure to abide with this section shall attract legal recourse in the forms of injunctions, civil liability, and forfeiture of profits, and punitive damages and/or other legal sanctions deemed reasonable to address such breach.
- 5.2 Subject to the terms and conditions of this Agreement and the attainment of one or more of EC-Council certifications, EC-Council shall grant you in your capacity as Certified Member a non-exclusive 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.
- 5.3 Once certified, you may use the Marks such on such promotional display and advertising materials as it may, in your judgement, promote the professional services in correspondence to your certification.

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- 5.4 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 if 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.
- 5.5 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.
- 5.6 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 official Training/Examination Materials. Any attempts/action which implies to the public that you have some degree of ownership to the official Training/Examination Materials shall be construed as a material breach of this Agreement and your certification shall be revoked with immediate effect.

## **6. OWNERSHIP OF MARKS BY CERTIFIED MEMBERS**

Once certified, no title or ownership of the Marks shall be transferred, either explicitly or impliedly, to you pursuant to this Agreement. 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.

## **7. CONDUCT OF BUSINESS OF CERTIFIED MEMBERS**

You as a Certified Member 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; and (iii) refrain from making any representations, warranties, or guarantees to customers that are inconsistent with the policies established by EC-Council. Without limiting the above, you are also obliged to not to misrepresent your certification status or level of skill and knowledge related thereto.

## **8. QUALITY OF PROFESSIONAL SERVICES BY CERTIFIED MEMBERS**

You shall also agree that it is of fundamental importance to EC-Council that the professional services 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 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 agrees to advise you and to provide you with a commercially reasonable time of no less than one (1) month to rectify and meet the same.

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## **9. 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 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.

## **10. NO REGISTRATION BY CERTIFIED MEMBER**

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 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 obtains or develops any rights in or to the EC-Council Marks or any confusingly similar trademarks, Certified Member agrees to assign, and does hereby irrevocably assign such rights to EC-Council. This section shall survive the expiration or termination of this Agreement.

## **11. PROTECTION OF RIGHTS BY CERTIFIED MEMBER**

- 11.1 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.
- 11.2 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.

## **12. INDEMNIFICATION BY CERTIFIED MEMBER**

- 12.1 You shall 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 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.



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## 13. CONFIDENTIALITY

- 13.1 Training/Examination Materials are the proprietary, confidential and copyrighted materials of EC-Council. Any disclosure of the contents of any EC-Council certification examination is strictly prohibited.
- 13.2 You, at all times, hereby agree to maintain the confidentiality of all Examination Materials and not to 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.
- 13.3 Your obligation of confidentiality hereunder shall terminate when you can establish that the Examination Materials (a) is already in the public domain or becomes generally known or published without breach of this Agreement; (b) is lawfully disclosed by a third party free to disclose such information; or (c) 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.
- 13.4 You further agree that, except as otherwise stated in this Agreement, you shall not use the name of EC-Council and/or its other corresponding entities, either expressed or implied in any of its advertising or sales promotional material.

## 14. 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.**

## 15. GENERAL PROVISIONS

- 15.1 **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.
- 15.2 **Attorney's Fees:** In the event of any action arising out of or relating to this Agreement, the prevailing party shall be entitled to recover the costs and expenses of the action, including reasonable attorney's fees, incurred in connection with such action from the losing party.
- 15.3 **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.

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- 15.4 **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.
- 15.5 **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.
- 15.6 **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.
- 15.7 **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.
- 15.8 **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.