

**YOU WERE PRESENTED WITH THIS AGREEMENT AT THE TIME OF REGISTRATION IN THE APPLICATION AGREEMENT. YOU MUST READ AND AGREE TO THE FOLLOWING TERMS BEFORE YOU ARE ALLOWED TO TAKE THIS EXAMINATION!**

This Examination Agreement (the “Agreement”) is between you and International Information Systems Security Certification Consortium, Inc. (“(ISC)<sup>2</sup>”) and sets forth the terms and conditions of you being allowed to take the following examination.

The disclosure to you of this examination (the “Exam”) and any questions, answers, worksheets, diagrams, examples, drawings, the length and/or number of Exam segments and/or questions, or any communication, including verbal, written, or digital communications by any party, regarding or related to the Exam, the identity of other Exam takers (collectively and any derivatives referred to as the “Exam Materials”) is subject to the terms and conditions detailed herein. **BY TAKING THE EXAMINATION, YOU ARE AFFIRMING BY YOUR ACTIONS THAT YOU UNDERSTAND THE TERMS HEREIN AND YOUR INTENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

**IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU WILL NOT BE PERMITTED TO TAKE THE EXAM.** You will be asked to leave the exam site. You will not obtain certification and may not use any certification mark. Because you were presented with these terms at the time of application and the decision to proceed was made by you, your Exam Application fee will **NOT** be refunded.

You understand, acknowledge and agree:

1. That (ISC)<sup>2</sup> has spent, and continues to spend, substantial sums in developing, keeping current, and administering its Exam Materials and carefully guards their integrity and confidentiality;
2. That the Exam Materials are the exclusive and confidential property of (ISC)<sup>2</sup> and are protected by (ISC)<sup>2</sup>'s intellectual property rights;
3. That you may not disclose the Exam questions or answers or discuss any of the content of the Exam Materials with any person without prior written approval of (ISC)<sup>2</sup>;
4. Not to remove from the examination room any Exam Materials of any kind provided to you or any other material related to the Exam, including, without limitation, any notes you may have written;
5. Not to copy or attempt to copy any Exam Material;
6. Not to sell, license, distribute, exchange, give away, comment or discuss the Exam Materials, questions or answers, whether before, during or after the Examination;
7. Not to talk with other examinees or behave in a rude or disruptive manner during the Examination;
8. You will not cheat, attempt to cheat, or otherwise attempt in any way to falsely enhance your score; and,
9. You have met the requisite standards to take this Examination.

You agree that your obligations under this Agreement shall continue in effect after the Examination and, if applicable, after termination of your Certification, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary.

Violation of any of these provisions will cause irreparable harm to (ISC)<sup>2</sup> for which monetary remedies may be inadequate and that (ISC)<sup>2</sup> may take all appropriate actions to remedy or prevent such disclosure or misuse, including, without limitation, obtaining an immediate injunction without being required to post bond. Furthermore, any violation of these provisions may result in the immediate and permanent termination of your Certification at the discretion of the Executive Director. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable by you. This Agreement shall be construed in accordance with the laws of the State of Massachusetts. This Agreement is supplemental to, and integrated with, the (ISC)<sup>2</sup>, Inc. Application Agreement and Certification Agreement.

**BY TAKING THE EXAMINATION I AM AGREEING THAT I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND ACCEPT THE OBLIGATIONS IMPOSED UPON ME. NO PROMISES, THREATS, OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO ENTER INTO THIS AGREEMENT. I ACCEPT THIS AGREEMENT VOLUNTARILY AND FREELY.**