Issue Date: April 2019



**ECSA Candidate Handbook** 

### **Table of Contents**

1	Objective of ECSA Candidate Handbook	01
2	About EC-Council	02
3	What is the ECSA credential?	03
4	ECSA Testimonials	04
5	Steps to Earn the ECSA credential	05
6	To Attempt the ECSA Exam	07
7	Retakes & Extensions	12
8	EC-Council Special Accommodation Policy	13
9	EC-Council Exam Development & Exam Item Challenge	18
10	EC-Council Certification Exam Policy	22
11	ECSA Credential Renewal	27
12	EC- Council Continuing Education (ECE) Policy	28
13	ECSA Career Path	33
14	Code of Ethics	34
15	Ethics Violation	36
16	Appeal Process	38
17	Change in Certification Scope	43
18	Logo Guidelines	44
19	FAQ	49
Арр	oendix A	51
App	pendix B	54

# Objective of ECSA Candidate Handbook

The ECSA Candidate Handbook outlines the following:

- a. Impartiality and objectivity is maintained in all matters regarding certification.
- b. Fair and equitable treatment of all persons in certification process.
- Provide directions for making decisions regarding granting, maintaining, renewing, expanding and reducing EC-Council certification/s
- d. Understand boundaries/limitations and restrictions of certifications.

### About EC-Council

The International Council of E-Commerce Consultants (EC-Council) is a member-based organization that certifies individuals in various e-business and information security skills. It is the owner and creator of the world famous Certified Ethical Hacker (CEH), Computer Hacking Forensics Investigator (CHFI) and EC-Council Certified Security Analyst (ECSA), License Penetration Tester (LPT) certification, and as well as many others certification schemes, that are offered in over 87 countries globally.

EC-Council mission is "to validate information security professionals who are equipped with the necessary skills and knowledge required in a specialized information security domain that will help them avert a cyber war, should the need ever arise". EC-Council is committed to withhold the highest level of impartiality and objectivity in its practices, decision making and authority in all matters related to certification.

As of Oct 31st 2018, EC-Council has certified over 200,000 security professionals. Individuals who have achieved EC-Council certifications include those from some of the finest organizations around the world such as the US Army, the FBI, Microsoft, IBM and the United Nations.

Many of these certifications are recognized worldwide and have received endorsements from various government agencies including the US Federal Government via the Montgomery GI Bill, National Security Agency (NSA) and the Committee on National Security Systems (CNSS). Moreover, the United States Department of Defense has included the CEH program into its Directive 8570, making it as one of the mandatory standards to be achieved by Computer Network Defenders Service Providers (CND-SP).

EC-Council has also been featured in internationally acclaimed publications and media including Fox Business News, CNN, The Herald Tribune, The Wall Street Journal, The Gazette and The Economic Times as well as in online publications such as the ABC News, USA Today, The Christian Science Monitor, Boston and Gulf News.

For more information about EC-Council | Certification, please visit https://cert.eccouncil.org/

### WHAT IS THE ECSA CREDENTIAL?



The ECSA penetration testing course provides you with a real world hands-on penetration testing experience and is a globally accepted hacking and penetration testing class available that covers the testing of modern infrastructures, operating systems and application environments while teaching the students how to document and write a penetration testing report.

The ECSA pentest program takes the tools and techniques you learned in the Certified Ethical Hacker course (CEH) and elevates your ability into full exploitation by teaching you how to apply the skills learned in the CEH by utilizing EC-Council's published penetration testing methodology

- Focuses on pentesting methodology with an emphasis on hands-on learning
- The exam will now have a prerequisite of submitting a pentesting report
- The goal of these changes is to make passing ECSA more difficult; therefore, making it a more respected certification



### **ECSA Testimonials**

I am happy to announce that I am already an EC Council ECSA certificate holder. I definetely can recommend the ECSA programme for those of you who are looking for shaping their penetration testing skills and establishing a sophisticated framework of vulnerability assessment methodology.

- Lyubomir Tulev, CCISO, ECSA, CEH, CHFI, CEI

My EC-Council's learning experience was exceptional. I was astonished by the comprehensive curriculum of the EC-Council Certified Security Analyst (ECSA). When comparing this with my earlier experience, ECSA is just outstanding. Penetration testing and its methodologies were the most attractive part of the complete program.

InfoSec professionals should opt for this industrially accepted program as it enhances your ability to understand the approach of a malicious hacker and to take countermeasures, accordingly.

- Lokman Hakim, ECSA

Just received my ECSA certificate from EC-Ccouncil, it's the second one this month and the third one in the past 20 days. Don't listen to those who say you can't do it. Listen to yourself and just go ahead breaking the notion of what's possisble and what isn't. Loving every moment of it!

- Aditya Anand, ECSA

EC-Council gave me an experience that I will never forget! The whole EC-Council Certified Security Analyst (ECSA) training enlightened me with advanced information security knowledge. I feel my existing technical knowledge has reached another level with the EC-Council Certified Security Analyst (ECSA) program. This is the first program that I really loved. It has real-time virtual lab sessions with the latest hacking tools, intelligent trainer, and the simplified, yet detailed training content.

I'd recommend the ECSA program to all the IT professionals who want to sharpen their penetration testing skills.

- Yuan Zheng, ECSA

Once I started learning ethical hacking with Certified Ethical Hacker (C|EH), I desired to learn more about it. That's when I decided to opt for the EC-Council Certified Security Analyst (ECSA) program. The courseware was incredible and everything that I learned was solidified with the real-time lab sessions. It was an amazing experience to use advanced hacking tools, techniques, and methodologies which summed up the whole program. The best part is that I don't feel like I attended a "death by PowerPoint" boot camp. I know I walked away with real knowledge and practically applicable skills that can immediately be put to use.

ECSA literally covers everything that a security analyst or a pen tester requires. I know my acquired skills give me an upper hand over the other InfoSec professionals. I am completely in awe of the whole experience and I would definitely recommend the ECSA and C|EH programs of EC-Council.

- Joshua Banes, ECSA

My exceptional experience with EC-Council Certified Security Analyst (ECSA) program includes the brilliantly designed training content and state-of-the-art tools and techniques involved. I also enjoyed the hands-on practical demonstration of penetration testing in a real-time environment. The program covers all the major updates in the information security domain.

Along with that, following the NICE framework, the ECSA credential can get you a suitable job meant for your acquired professional skills. I would recommend ECSA to all information security professionals because it expands your existing knowledge to another extent.

- Franky Gunawan, ECSA

As I was aspiring to be into ethical hacking and penetration testing, I realized that EC-Council ECSA credential is really valuable to be a pentester. The course is interesting with lots of content to study and learn. The trainer is cooperative and highly professional.

The course material and the practical labs helped me to prepare for the exam and earn the credential. I recommend ECSA for every individual who is in security domain and want to be a great pentester. C|EH is for learning methodologies and will be a good start for all aspiring ethical hackers.

- Aishwarya K, ECSA

### STEPS TO EARN THE ECSA CREDENTIAL

Candidates will be granted the EC-Council Certified Security Analyst credential by passing a proctored ECSA exam. The exam will be for 4 hours with 150 multiple choice questions.

The ECSA exam is available at EC-Council Test Centers. Please contact <a href="https://eccouncil.zendesk.com/anonymous\_requests/new">https://eccouncil.zendesk.com/anonymous\_requests/new</a> to provide you with the locations of the nearest test centers that proctor the ECSA exam.

You will be tested in the following domains:



If you are interested in knowing the objectives of the ECSA exam, or the minimum competencies required to pass the ECSA exam, please refer to Appendix A: ECSA Exam Blueprint.

Upon successfully passing the exam you will receive your digital ECSA certificate within 7 working days.

The E|CSA credential is valid for 3-year periods but can be renewed each period by successfully earning EC-Council Continued Education (ECE) credits. Certified members will have to achieve a total of 120 credits (per certification) within a period of three years. For more details about ECE please refer to the next section.

All EC-Council-related correspondence will be sent to the email address provided during exam registration. If your email address changes it is your responsibility to notify <a href="https://eccouncil.zendesk.com/anonymous\_requests/new">https://eccouncil.zendesk.com/anonymous\_requests/new</a>; failing which you will not be able to receive critical updates from EC-Council.

### TO ATTEMPT THE E|CSA EXAM

In order to be eligible to attempt the ECSA certification examination, you may: -

### A. Completed Official Training

Completed an official ECSA instructor-led training (ILT), online live training, academic learning or has been certified in a previous version of the credential.

Prior to attempting the exam, you are required to AGREE to:

- a. EC-Council Non-Disclosure Agreement terms
- b. EC-Council Candidate Application Agreement terms
- c. EC-Council Candidate Certification Agreement terms

You should NOT attempt the exam unless you have read, understood and accepted the terms and conditions in full. BY ATTEMPTING THE EXAM, YOU SIGNIFY THE ACCEPTANCE OF THE ABOVE MENTIONED AGREEMENTS available on Appendix B. In the event that you do not accept the terms of the agreements, you are not authorized by EC-Council to attempt any of its certification exams

### **B. Attempt Exam without Official Training**

In order to be considered for the EC-Council certification exam without attending official training, candidate must:

- a. Have at least two years of work experience in the Information Security domain.
- b. Educational Background that reflects specialization in information security.
- c. Remit a non-refundable eligibility application fee of USD 100.00
- d. Submit a completed Exam Eligibility Application Form.
- e. Purchase an official exam voucher DIRECTLY from EC-Council through https://store.eccouncil.org/

### **Eligibility Process:**

- a. Applicant will need to go to https://cert.eccouncil.org/Exam-Eligibility-Form.html to fill in an online request for the Eligibility Application Form.
- b. Applicant will receive an electronic Exam Eligibility Application Form and the applicant will need to complete the information required on the form.
- c. Submit the completed Exam Eligibility Application form. The application is valid only for 90 days from the date when application is submitted. Should we not receive any update from the applicant post 90 days, the application will be automatically rejected. Applicant will need to submit a new application form.
- d. Waiting time for processing of Eligibility Application is approximately 5 working days after receiving the verification from verifier. Should the applicant not hear from us after 5 working days, the applicant can contact cehapp@eccouncil.org
- e. EC-Council will contact applicant's Boss/ Supervisor/ Department head, who have agreed to act as applicant's verifier in the application form, for authentication purposes.
  - For verification of Educational Background EC-Council requires a written letter in physical or electronic format confirming the certification(s) earned by the candidate.
  - a. If application is approved, applicant will be required to purchase a voucher from EC-Council DIRECTLY. EC-Council will then send the candidate the voucher code which candidate can use to register and schedule the test at EC-Council Test Centers.
  - b. The approved application stands valid for 3 months from the date of approval, the candidate needs to test within 1 year from date of voucher release.
  - c. An application extension request will require the approval of the Director of Certification.
  - d. If application is not approved, the application fee of USD 100 will not be refunded.

### EC-Council Exam Eligibility Application Form v3.4

CEH (Certified Ethical Hacker)

CHFI (Computer Hacking Forensic Investigator)

CND (Certified Network Defender)

CTIA v1 (Certified Threat Intelligence Analyst v1)

CASE-JAVA v1 (Certified Application Security Engineer - Java v1)

CASE-.Net v1 (Certified Application Security Engineer - .Net v1)

EDRP v3 (EC-Council Disaster Recovery Professional v3)

ECSA v10 (EC-Council Certified Security Analyst v10)

### **Eligibility Requirements**

Either one of the following criteria is required by EC-Council so that a determination can be made regarding a candidates eligibility.

- a) A candidate have completed "Official" training through an EC-Council Authorized Training Center (ATC). Accepted "Official" training solutions: Instructor-Led (ILT) or Academic Learning.
- b) A Candidate may be granted permission to attempt the exam without "Official" training if:
  - 1. The Candidate has and can prove two years of Information Security related experience.\*
  - 2. The candidate remits a non-refundable Eligibility Application Fee of \$100 (USD).
  - 3. The candidate submits a completed Exam Eligibility Application.

### **Application Submission Steps**

- Step 1: Complete the application form.
- Step 2: Attach a copy of your resume, and a scanned copy of an identification document, such as Employee i-Card of your current or previous employment, which does not carry any Personally Identifiable Information. EC-Council strongly discourage you from submitting your passport, driver's license, government ID or any other identification document that carries Personally Identifiable Information.
- Step 3: Scan the documents and e-mail them to cehapp@eccouncil.org
- Step 4: Remit \$100 payment for Non-refundable Eligibility Application Fee
- Step 5: A representative from EC-Council's Certification Department will contact your Boss / Supervisor / Department head to verify the information submitted on your application.
- Step 6: If your application is approved, you will be required to purchase the exam voucher directly from EC-Council. You will then receive your exam eligibility code along with the exam voucher.

**Confidentiality Of Information:** We treat personal information securely and confidentially. EC-Council adheres to strict US privacy laws and will not disclose the submitted information to any third party with the exception of your Boss / Supervisor / Department head. (As stated above, verification is required.)

**Disclaimer:** EC-Council reserves the right to deny certification to any candidate who attempts to sit for this exam without qualifying as per the mentioned eligibility criteria. Should the audit team discover that a certification was granted to a candidate who sat for the exam and did not qualify as per the eligibility criteria, EC-Council also reserves the right to revoke the candidate's certification.

**Retention Of Documentation:** EC-Council will not retain any supporting documents related to the application beyond a period of 2 years from date of receipt.

**Special Accommodation:** Should you have a special accommodation request, you can write to us at certmanager@eccouncil.org, for more information on our special accommodation policy please refer to https://cert.eccouncil.org/special-accommodation-policy.html

# EC-Council Exam Eligibility Application Form v3.4

### **Applicant Information**

First Name:	Las	st Name:	
Proof of Identity:			
Address:			
City/State/Province:	Country:	Zip/Postal Code:	
Daytime phone number/Cellular/other:			
e-mail:			(Please write — clearly)
Experience Qualifications			
Company Name:			
Company URL: http://			
Job Title / Position:			
Number of Years with This Employer:			
Number of Months of Security related work	experience with this employer	:	
Type of security related work:			
Experience qualifications certified by super	rvisor / agency representative		
Supervisor Name & e-mail:		Position:	

### EC-Council Exam Eligibility Application Form v3.4

### **Statement of Compliance**

The objective of EC-Council's certifications is to introduce, educate and demonstrate hacking techniques and tools for legal security testing purposes only. Those who are certified by EC-Council any of our various "Hacking" disciplines, acknowledge that such certification is a mark of distinction that must be both earned and respected.

In lieu of this, all certification candidates pledge to fully support the Code of Ethics. Certified professionals who deliberately or intentionally violate any provision of the Code will be subject to action by a review panel, which can result in the revocation of the certification

To this end, you will not exploit the thus acquired skills for illegal or malicious attacks and you will not use such tools in an attempt to illegally compromise any computer system. Additionally you agree to indemnify EC-Council and its partners with respect to the use or misuse of these tools, regardless of intent. You agree to comply with all applicable local, state, national and international laws and regulations in this regard.

I certify that I meet the experience and training requirements to apply to become certified in EC-Council's various "Hacking" certification discipline's. The information contained in this application is true and correct to the best of my knowledge. I understand that if I engage in any inappropriate, unethical, or illegal behavior or activity, my certification status can be terminated immediately.

By submitting this form to EC-Council, you agree to indemnify and hold EC-Council, its corporate affiliates, and their respective officers, directors and shareholders harmless from and against any and all liabilities arising from your submission of Personally Identifiable Information (such as passport, government ID, social security number etc) to EC-Council. Should EC-Council receive any Personally Identifiable Information attached to this application, this application will be rejected.

Agree	Disagree	
Signature:		Date:

**Print Form** 

If you submit electronically please don't forget to attach the requested documents. Also, by clicking agree and typing your name in the signature slot, you agree to comply with the statement of compliance. If you choose to print and fax in your application, please sign with your original signature to secure your compliance.

\*Cumulative experience is acceptable. (Security Experience does not need to be in current job, or in one job.

\*\*If self-employed, please submit letter from at least one client describing your IT Security contribution to their business.

### **RETAKES & EXTENSIONS**

### **EC-Council Exam Retake Policy**

If a candidate does not successfully pass an EC-Council exam, "he/she can purchase a retake exam voucher for the ECC Exam Center.

- a. If a candidate is not able to pass the exam on the first attempt, no cooling or waiting period is required to attempt the exam for the second time (1st retake).
- b. If a candidate is not able to pass the second attempt (1st retake), a waiting period of 14 days is required prior to attempting the exam for the third time (2nd retake).
- c. If a candidate is not able to pass the third attempt (2nd retake), a waiting period of 14 days is required prior to attempting the exam for the fourth time (3rd retake).
- d. If a candidate is not able to pass the fourth attempt (3rd retake), a waiting period of 14 days is required prior to attempting the exam for the fifth time (4thd retake).
- e. A candidate is not allowed to take a given exam more than five times in a 12-month (1 year) period and a waiting period of 12 months will be imposed before being allowed to attempt the exam for the sixth time (5th retake).
- f. Candidates who pass the exam are not allowed to attempt the same version of the exam for the second time.

EC-Council strongly advises candidate who fail the exam for the third time (2nd retake) to attend official hands-on training that covers the certification objectives.

EC-Council reserves the right to revoke the certification status of candidates who attempt the exam without abiding to EC-Council retake policy as stated above.

### **Extension Policy**

EC-Council exam vouchers are valid for a maximum period of one year from the date of purchase. A candidate may opt to extend his/her EC-Council exam vouchers for an additional 3 months for \$35 if the voucher is valid (not used and not expired). Vouchers can only be extended once.

### **Voucher Policy**

Once purchased, EC-Council vouchers (new, retake, or extended) are non-refundable, nontransferable, and non-exchangeable. EC-Council reserves the right to revoke the certification status of candidates who attempt the exam without abiding to any of the above EC-Council voucher policies.

### EC-COUNCILSPECIALACCOMMODATIONPOLICY

A candidate with disabilities is defined as a person who has a physical, sensory, physiological, cognitive and/or developmental impairment that makes it difficult or impossible to attempt EC-Council certification exams using the standard testing equipment or within the standard exam duration.

In line with EC-Council's commitment to comply with the Americans with Disabilities Act (ADA, 1991), EC-Council will accommodate reasonable requests by candidates with disabilities who would like to attempt any EC-Council certification exams. Such requests will fairly equate disabled candidates with other candidates and enable them to denote their skills and knowledge in EC-Council's exams.

The special accommodation request is evaluated based on the candidate's particular accommodation request, nature of disability, and reasonableness of the request. The request form requires a legally approved expert, practitioner, or professional in the fields of physical or mental healthcare to confirm the need for special accommodation. The request form has 2 sections:

Section 1 should be filled and signed by the candidate, and Section 2 is to be filled and signed by a legally approved professional, expert or practitioner to support the candidate's special accommodation request. The information requested by EC-Council will be held in strict confidence and will not be released without the candidate's permission.

Candidates are required to submit their special accommodation requests to EC-Council at least 30 days prior to registering for an exam. EC-Council will respond with its decision within 14 days and provide the contact details of testing center/s that have the infrastructure to accommodate the candidate's special needs.

For any details or clarification, please email to certmanager@eccouncil.org

# Special Accommodation Request Form

Send the form to certmanager@eccouncil.org

Please attach the form as a scanned document that includes the certifying

Please submit the completed form to EC-Council as following:

E-mail

	authority's signature.		
Section1:APPLICANTINFORMATION			
Name :			
Address (including city, state, a	nd postal code):		· · · · · · · · · · · · · · · · · · ·
Phone Number:			
Email Address:			
Piedse list all examinations	s and versions for which you are	e requesting accommodations:	
Signature:		Date:	

# Special Accommodation Request Form

### Section2:DOCUMENTATIONOFACCESSIBILITYNEEDS

in my capacity as a
the examination(s) to be administered, and I certify that I have documentation on record supporting the need for accommodation. I believe that this applicant should be provided the following accommodations (identify relevant accommodations):
Accessible testing site (for example, ramp for wheelchairs)
Amanuensis (recorder of answers)
Extended exam time—one and one-half times the usual allotment
Extended exam time—twice the usual allotment
Extra time for breaks (specify frequency and duration):
Reader (person to read the exam items aloud)
Separate testing room
Special chair (specify type):
Special input device, such as a trackball mouse (specify type):
Special output device, such as a larger monitor (specify type):
Written instruction of exam procedures
Other (please describe in the space below):

# Special Accommodation Request Form

Justification for accommodation (include description of condition):

•	
Contact information for professional cortifuing accomm	adation moods
Contact information for professional certifying accomm	odation needs:
Professional's Name:	
Professional's Title :	
License Number and Type (if applicable):	
and Type (II applicable):	
Phone Number:	
Email Address :	
Signature:	Date:
g	

### Special Accommodation Request Form

#### POTENTIAL ACCESSIBILITY BARRIERS

Standard format for EC-Council certification exams present the following potential accessibility barriers.

#### Manual

Examinees must use a mouse to point-and-click, click-and-drag, navigate from one question to the next by clicking, and perform tasks in a simulated or emulated software environment. Exam question formats include multiple choice questions in which the candidate answers by clicking on the selected response(s).

#### **Optical**

Reading text: Exam questions are written at a reading level appropriate to the content. The electronic exams must be read on a 15-inch or larger monitor with at least  $1024 \times 768$  resolution. The font can be as small as 9 pt. in graphics and 11 pt. in text. Graphics will be displayed on the monitor (possibly in color).

#### **Physical Stamina**

Exams last for 4 hours (standard)

If you need more information in order to decide what accommodations are necessary, please contact the EC-Council Certification Division at certmanager@eccouncil.org

# ECSA EXAM DEVELOPMENT & EXAM ITEM CHALLENGE

Exam development is a pivotal process that emphasizes on the technical, structural, semantic, and linguistic quality of exam items. Exam quality checks are done by a team of independent experts and professionals to ensure that the exam items are clear, error-free, unbiased and/or unambiguous.

#### **Development Process**

An invaluable input from industry experts was considered in the ECSA exam development, especially on how the ECSA qualifications and credentials are exercised worldwide. The ECSA exam is meant to meticulously and unsparingly transcend ordinary knowledge so as to reflectively gauge the necessary knowledge and skill required by experts in the domain of penetration testing.

### **Development phases**

The ECSA exam development process is comprised of 9 phases that cogently focus on optimizing the exam to reflect qualities of relevance, validity and reliability.

### Objective domain definition

Subject matter experts (SMEs) highlight the significant job functions of Security Analysis.

### Job analysis

The job analysis identifies the tasks and knowledge important to the work performed by professionals in the field of IT Security; and, creates test specifications that may be used to develop the ECSA exam. The result of a job analysis is a certification exam blueprint.

The tasks and knowledge statements are transmuted into a survey that experts would use to rate, measure, and assess the skills and knowledge required. These ratings are used to rank the statements and determine the number of questions to stem from each exam statement.

### Scheme Committee Approval

EC-Council Scheme Committee, a group of experts, inspects and validates the objective domain and the approach used in the job analysis prior to the authoring or writing of the exams.

### Exam writing

SMEs write the exam items to measure the objectives stated in the exam blueprint. The exact number of exam items that they write is dependent on the feedback of the job analysis phase. The approved items are those that are technically, grammatically, and semantically clear, unbiased, and relevant.

### Standard setting

A panel of experts other than those who write the items will answer and rate all items to deduce a minimum passing or cut score. Scores vary from one exam to another due to the score dependence on the items pool difficulty.

### Final Scheme Committee Approval

The EC-Council Scheme Committee give their final approval of the whole process prior to the beta exam publication.

#### Beta exam

Once the Scheme Committee approves the scheme a beta exam is published. Candidates are to sit for the beta exam under identical conditions to the real exam. The distribution of the beta exam scores enables EC-Council to assess and calibrate the actual exam for better quality.

#### Final evaluation

The number and quality of items in the real live exam is determined by the scores and results of the beta exam. The analysis of the beta exam includes difficulty of items, capability of distinguishing level of candidates' competencies, reliability, and feedback from participants. EC-Council works closely with experts to continuously inspect the technical correctness of the questions and decide the pool of items that will be utilized for the live exam.

### Final Exam Launch

ECC operate and oversee the administration of EC-Council certification exams in their centers around the world.

If the candidate believes that a specific part of the ECSA exam is incorrect, he/she can challenge or request evaluation of the part in question via the steps enumerated below. This should be done within three calendar days of the exam day. Such a process is necessary to identify areas of weakness or flaws in the questions but the exam itself cannot be re-scored. Nevertheless, all possible efforts are not spared to assure the candidate's satisfaction. The candidate's feedback is paramount to EC-Council certification exams.

### Steps for challenging exam items

- 1. Fill and sign EC-Council Exam Feedback Form as detailed as possible. The detailed and clear description of the challenge will accelerate the review process. No candidate's exam item challenge of the exam's items will be considered without completing the form.
- 2. The form should be submitted within 3 calendar days from exam date to certmanager@eccouncil. org with the subject line typed "Exam Item Evaluation". Only requests received within 3 working days from taking the exams will be reviewed.
- 3. The candidate must fill a separate form for each exam item he/she is challenging.
- 4. EC-Council will acknowledge receipt of the request by email. This may include a conclusive result of the evaluation, or an estimated time for the evaluation process to be completed and results to be shared with the candidate.

### EC-Council Exam Feedback Form

Use this form to describe in detail the specific reasons you are challenging an EC-Council Certification exam item. Include your contact information, registration ID, the number and name of the exam, the date you took the exam, and the location of the testing center. Please provide as much detail as possible about the item to expedite review. Your challenge will not be accepted for evaluation unless this form is complete.

Within three calendar days of taking the exam, submit this form by e-mail to certmanager@eccouncil.org with "Exam Item Evaluation" in the subject line. You must submit a separate form for each exam item you are challenging.

Your submittal will be acknowledged through e-mail. At that time, you will receive either the result of the evaluation or, if more time is needed for evaluation, an estimate of when you can expect a decision.

Full Name	······································
Email Address	<u></u>
Phone Number	<b>:</b>
Mailing Address: (including city, state,	<b>:</b>
and postal code)	
Exam Portal ECC Exam Center)	<b>:</b>
Exam Voucher No	<b>:</b>
Exam No & Name	<b>:</b>
Exam Date (MM/DD/YYYY) (When did you take the exam?)	<b>:</b>
Test Center Location (Where did you take the exam?)	:
Test Center Name	
Street Address City, State/ Province Zip/Postal Code	
Country	

# **EC-Council** Exam Feedback Form

(Describe the exam item in detail. Explain why you believe	e the item is not valid.)
Signature	Date

### **EC-Council** Certification Exam Policy

EC-Council has several exam policies to protect its certification program, including:

### **Security Policies**

- a. Candidate bans
- b. Candidate Appeal Process
- c. Exam Retake Policy
- d. EC-Council Test Center (ETC) Closures Due to Security or Integrity Reasons
- e. Candidate Retesting at Request of EC-Council
- f. Revoking Certifications
- g. Beta Exam
- h. Right of Exclusion

### Non-Disclosure Agreement (NDA)

Prior to attempting an EC-Council exam, candidates are required to agree to EC-Council NDA 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 NDA 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.

The NDA mandates that candidates not to disclose exam content to any third party and do not use the content for any purpose that will negatively undermine the integrity and security of the certification exam. All content and wording of the exam questions is copyrighted by EC-Council under the protection of intellectual property laws.

Action will be taken against violators of their signed NDAs. EC-Council reserves the right to revoke the candidate's certification status, publish the infraction, and/or take the necessary legal action against the candidate.

Please refer to Appendix B for EC-Council NDA.

### **Candidate Application Agreement (CAA)**

Prior to attempting an EC-Council exam, candidates are required to agree to EC-Council CAA 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 CAA 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.

Action will be taken against violators of their signed CAAs. EC-Council reserves the right to ban candidates from attempting EC-Council exams, revoke the candidate's certification status, publish the infraction, and/or take the necessary legal action against the candidate.

Please refer to Appendix B for EC-Council CAA.

### **Candidate Certification Agreement (CCA)**

Prior to attempting an EC-Council exam, candidates are required to agree to EC-Council CCA 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 CCA 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.

Through passing the certification exam, successful candidates are governed through EC-Council CCA. They are authorized to provide corresponding services and to use EC-Council marks, titles and benefits pertaining to the certification program(s) that the candidate has completed.

Action will be taken against violators of their signed CCAs. EC-Council reserves the right to revoke the candidate's certification status, publish the infraction, and/or take the necessary legal action against the candidate.

Please refer to Appendix B for EC-Council CCA.

### **Security and Integrity**

EC-Council is committed to communicating clearly what may or may not represent unethical, fraudulent, or cheating practices. We exert every effort to raise the necessary awareness among our candidates about this.

#### **Security Policies**

The policies developed and maintained by EC-Council are meant to guard the integrity, confidentiality, and value of EC-Council exams and intellectual property.

#### a. Candidate bans

In the case of any infringement to any rules or policies in the NDA or any misdemeanor or misuse that harms certification program in whatever way, EC-Council reserves the right to bar the candidate from any future EC-Council certification exams by EC-Council. This may also be accompanied by EC-Council decertification. Below are some examples:

- The transference, distribution, creation, trading, or selling of any derived content of the exam through means like but not limited to copying, reverse-engineering, downloading or uploading, or any other form of distribution whether electronically, verbally, or via any other conventional or unconventional means for any purpose.
- Infringing EC-Council intellectual property.
- Utilizing the exam or any of its content in any way that may be break the law.
- Not adhering to the exam retake policy
- · Forgery of exam scores report or any manipulation with its content.
- Any sort of cheating during the exam including communicating with or peeking on other candidate's answers.
- The sending or receiving of any information that can be a source of any assistance not in accordance with accepted rules or standards, especially of morality or honesty.

- The use of disallowed or unauthorized materials such as cheat sheets, notes, books, or electronic devices such as tablets or mobile phones.
- The use of certain materials that have been memorized re-created to provide an almost or close exact replica of the exam, widely known as "brain dump".
- Identity impersonation when sitting for the exam.
- Not adhering to EC-Council NDA.
- Not adhering to EC-Council CPA.
- Not adhering to EC-Council exam guidelines.

#### **b.** Candidate Appeal Process

- Banned candidates have a right to appeal to EC-Council. The candidate should fill
  the EC-Council Appeal form in full, attach his/her exam transcript and submit it to
  https://eccouncil.zendesk.com/anonymous\_requests/new within 90 days from the EC-Council ban
  date.
- EC-Council will complete its thorough investigation in a maximum 15 working days and will contact the candidate with the final decision.
- If the candidate is not satisfied by EC-Council's decision, he/she has the right to refer his/her case to the Scheme Committee. The Scheme Committee decision is final. Please refer to the Appeal Process section for more details.

#### C. Exam Retake Policy

- If a candidate is not able to pass the exam on the first attempt, no cooling or waiting period is required to attempt the exam for the second time (1st retake).
- If a candidate is not able to pass the second attempt (1st retake), a waiting period of 14 days is required prior to attempting the exam for the third time (2nd retake).
- If a candidate is not able to pass the third attempt (2nd retake), a waiting period of 14 days is required prior to attempting the exam for the fourth time (3rd retake).
- If a candidate is not able to pass the fourth attempt (3rd retake), a waiting period of 14 days is required prior to attempting the exam for the fifth time (4thd retake).
- A candidate is not allowed to take a given exam more than five times in a 12-month (1 year) period
  and a waiting period of 12-month will be imposed before being allowed to attempt the exam for
  the sixth time (5th retake).
- Candidates who pass the exam are not allowed to attempt the same version of the exam for the second time.
- EC-Council strongly advises candidate who fail the exam for the third time (2nd retake) to attend official hands-on training that covers the certification objectives.
- EC-Council reserves the right to revoke the certification status of candidates who attempt the exam without abiding to EC-Council retake policy as stated above.

#### d. EC-Council Test Center (ETC) Closures Due to Security or Integrity Reasons

If there is a security or integrity issue with a certain testing center EC-Council may decide to suspend testing there until an investigation is complete or terminate the ETC status. EC-Council will provide affected candidates with a list of alternative test centers where they may attempt the EC-Council certification exam.

#### e. Candidate Retesting at Request of EC-Council

- In case of any suspicious patterns or trends on either the side of the candidate or the testing center EC-Council reserves the right to demand the candidate(s) to re-sit for the exam and/or assessment test. Candidate is to agree to the retest, failing which EC-Council will not award the certification to the candidate. Candidate will be given one chance to take the Candidate Retesting Audit (CRA) exam. Should candidate fail to pass the CRA exam, candidate will be given one chance to take the full exam again. Should candidate fail to pass the full exam, candidate will be temporarily barred from taking the exam.
- EC-Council has the right to ask for additional information pertaining to the experience and education background of the candidate on the grounds of verification.

### f. Revoking Certifications

- The infringement of any exam policies, rules, NDA, certification agreement or the involvement in misdemeanor that may harm the integrity and image of EC-Council certification program, may result in the candidate's temporary or permanent ban, at EC-Council's discretion, from taking any future EC-Council certification exams, revocation or decertification of current certifications. Such infringements include but are not limited to:
- The publication of any exam contents or parts with any person without a prior written approval from EC-Council.
- The recreation, imitation, or replication of any exam content through any means including memory recalling whether free or paid through any media including Web forums, instant messaging, study guides, etc.
- Harnessing any materials or devices not explicitly authorized by EC-Council during the exam.
- Taking out any materials that hold any exam contents outside the exam room, using for example, scratch paper, notebooks, etc.
- The impersonation of a candidate.
- Meddling with the exam equipment in an unauthorized way.
- Giving or being receptive of any assistance unauthorized by EC-Council.
- Acting in an uncivil, disturbing, mobbish, or unprofessional manner that may disregard or disrespect other candidates or exam officials during the exam.
- · Communicating by whatever verbal or non-verbal means with other candidates in the exam room.
- Not adhering to EC-Council Exam Retake Policy and other candidate agreements.
- Not adhering to EC-Council Code of Ethics.
- Felony conviction in the court of law.

### g. Beta Exam

- Sitting for a beta exam is only by invitation.
- · Beta tests are focused on collecting data on the exam itself and are not focused on certifying you

### h. Right of Exclusion

EC-Council reserves the right of exclusion of any test centers, countries, or regions from EC-Council administering EC-Council certification exam/s.

### ECSA Credential Renewal

Your ECSA credential is valid for 3 years.

To renew your credential for another 3-year period you need to update your EC-Council Continuing Education (ECE) credit account in the EC-Council Delta portal and submit proof of your earned credits. To maintain your certification, you must earn a total of 120 credits within 3 years of ECE cycle period.

The credits can be earned in many ways including attending conferences, writing research papers, preparing for training classes in a related domain (for instructors), reading materials on related subject matters, taking an exam of a newer version of the certification, attending webinars, and many others.

If you fail to meet the certification maintenance requirements within the 3-year time frame EC-Council will suspend your certification. Your certification will be suspended for a period of 1 year unless you earn the required 120 ECE credits to maintain/renew your certification.

If you fail to meet certification maintenance requirements during the suspension period your certification will be revoked. You will need to take and pass the certification exam again to earn the certification.

If you hold multiple EC-Council certifications, credits earned will be applied to all active certifications.

For full details regarding the ECE Policy please refer to the next section.



### EC-Council Continuing Education (ECE) Policy

### 1. REASONS FOR INTRODUCTION OF ECE SCHEME

All legitimate and credible certifications have a re-certification program. In fact, ANSI/ISO/IEC 17024, a quality accreditation body requires credible certification providers to have their own re-certification program. Requirement 6.5.1 states, "The certification body shall define recertification requirements according to the competence standard and other relevant documents, to ensure that the certified person continues to comply with the current certification requirements."

Continued competency can be demonstrated though many methodologies such as continuing professional education, examination (often not re-taking the original exam but an exam that would be at a higher level), or portfolios (when there is a product involved). The fact is there needs to be a time limit for the certification to ensure the consumers that the person has up-to-date knowledge.

Therefore, several governmental agencies are mandating accreditation of certifications in fields such as IT, Crane Operators, and Selling of Securities to the elderly.

Certification's main purpose is to "protect the public/consumers" NOT to protect the profession. When health, safety and security are at risk, certification is needed and it cannot be given for a "lifetime". It is generally noted that, if professionals are not required to maintain their knowledge and skills in their profession, they won't. Today, credible organizations within professional domains require their members to provide evidence of a continuous learning as a basis for maintaining their license.

#### Differentiation

The ECE will brand, differentiate and distinguish a certified member as dedicated IT Security professional if he/she is willing to continuously learn and share knowledge to keep abreast of the latest changes in technology that affects the way security is viewed, deployed and managed. This is a key requirement of employers internationally and EC-Council being a major certification organization; supports it.



#### How does it work?

Once a candidate becomes certified by EC-Council, the relationship between EC-Council and candidate will always be governed by the EC-Council Candidate Certification Agreement which candidate must agree to prior from receiving your certification. This agreement is also provided at <a href="https://cert.eccouncil.org/images/doc/EC-Council-Certification-Agreement-4.0.pdf">https://cert.eccouncil.org/images/doc/EC-Council-Certification-Agreement-4.0.pdf</a>

If a certified member earned certification/s that are included under the ECE scheme, he/she will have to achieve a total of 120 credits (per certification) within a period of three years. If a member holds multiple certifications, credits earned will be applied across all the certifications. However, effective January 1st, 2013, each certification will have its own ECE recertification requirements within its respective 3-year ECE window.

The credits can be earned in many ways including attending conferences, writing research papers, preparing for training classes in a related domain (for instructors), reading materials on related subject matters, taking an exam of a newer version of the certification, attending webinars, and many others. Qualified ECE activities must have been completed within ECE program's 3-year window and must be submitted in only one ECE 3-year window.

#### 2. RECERTIFICATION

Effective January 1st 2009, all EC-Council certifications will be valid for three years from the date of certification. During the three year period, the certification must be renewed by participating in EC-Council Continuing Education (ECE) Program.

For members who were certified prior to 2009, their ECE period will be from January 1st 2009 until December 31st 2011. For their first ECE Scheme Period (2009-2011), they are only required to meet a total of 120 ECE credits By March 31st 2012.

Upon completion of the 3 year ECE program and meeting the requirements, the member's certification validity will be extended for another three years from the month of expiry.

### 3. SUSPENSION, REVOCATION & APPEAL

#### **SUSPENSION**

If the certified member fails to meet certification requirements within the 3-year time frame, EC-Council will suspend his/her certification.

Suspended members will not be allowed to use the certification logos and related EC-Council membership benefits.

Suspended members must remediate their suspension within a maximum period of 12 months from the date of the expiry of the 3-year time frame. Failing which, the member's certification and status will be revoked and the member will need to challenge and pass the certification exam again to achieve certification.

Suspended members that subsequently meet the 120 ECE credit requirements within the specified 12 months deadline from the date of the expiry of the 3-year time frame will be reinstated as a member in good standing and can enjoy the use of their certification logo and related EC-Council benefits. However, the reinstated member will have only a reduced period to achieve another 120 ECE credits for their next recertification window. "Reduced period" refers to a time frame of 3 years less the suspension period.

#### **REVOCATIONS**

If member fails to meet certification requirements during the suspension period, he/she will have the certification revoked and will no longer be allowed to continue usage of the certification logo and related benefits. Members whose certification is revoked will be required to retake and pass the respective new exam to regain their certification.

#### **APPEALS**

Members whose certification has been suspended or revoked due to non-compliance of certification requirements may send in an appeal in writing to EC-Council. This appeal letter must be received by EC-Council within ninety (90) days of the suspension/ revocation notice, providing details of the appeal and reason(s) for non-compliance.

### 4. Audit Requirements

Certified members are required to maintain sufficient evidence to show your involvement in activities that earns you ECE credits. There is no requirement to submit evidence until it is requested for specifically by EC-Council.

### 5. Important Notice

Please note that the above is subject to change from time to time without prior notice. EC-Council reserves the right to make changes as required in order to maintain the reputation and recognition of its certifications and credentials. However, best effort will be used in informing members of changes via the website.

### Below is a list of FAQs:

### Are there any annual fees payable?

Effective January 1st 2016. Any member certified or recertified requires to pay an annual membership of USD80 if he/she holds a minimum of one certificate under the ECE policy and USD20 if he/she holds certificates that are not under the ECE policy.

More details about the membership fee, cycle and due date can be found at https://cert.eccouncil.org/membership.html

### **How do I register my ECE credit?**

Please log on to the Aspen Portal (https://aspen.eccouncil.org) to register your ECE credits.

### **ECE Qualifying Activities**

Only IT security related events are qualified for ECE scheme such as IT seminars, reading IT security books, publishing a paper on IT Security related topics and anything that updates your knowledge on IT Security not only from EC-Council.

### **ECE Qualifying Events**

- Volunteering in public sector 1 credit per hour
- Association/Organization Chapter Meeting (per Meeting) 1 credit per hour
- · Author Article/Book Chapter/White Paper 20 credits
- Author Tool 40 credits
- Authoring Book 100 credits
- · Contribution to the exam development 40 credits 100 credits
- · Certification/Examination 40 credits
- · EC-Council Examination (ECE) 120 credits
- EC-Council Survey 20 credits
- Education Course 1 credit per hour
- · Education Seminar/Conference/Event 1 credit per hour
- Higher Education 15 credits per semester hour
- · Identify New Vulnerability 10 credits
- Presentation 3 credits per hour
- Reading an Information Security Book/Article Review/Book Review/Case Study 5 credits
- Teach New 21 credits per day
- Teach Upgrade 11 credits per day
- · Review Board 80 credits

### What certifications from EC-Council are included in the ECE system?

EC-Council Examinations (ENSA, CND, CEH, CEH (Practical), CHFI, ECSA, ECSA (Practical), LPT, LPT (Master), ECVP, ECSP, EDRP, CCISO, CEI, ECIH, ECDR-VT, CAST, CASE, CTIA, ECES, CIMP and CDM): 120 credits.

# Can a member holding any of the abovementioned certification be exempted from the ECE scheme?

No.

### Who can I speak to if I need more help?

If the particular event or activity is not listed on the Delta portal, you can contact the Administrator at delta@eccouncil.org for assistance.

### Can I use the certification name and logo after I pass my exams?

Yes, you can use the respective logos and labels of the certifications that you hold.

### Where do I go to download the logos and guidelines?

You can download logos and usage guidelines from https://cert.eccouncil.org/images/doc/ec-council-logo-usage-v3.0.pdf

### ECSA CAREER PATH

If you would like to pursue your career beyond ECSA, you have many paths you can choose from:

- a. If you would like to be a licensed security consultant, apply to become a Licensed Penetration Tester (LPT)
- b. If you would like to become a trainer, apply to become a Certified EC-Council Instructor (CEI). (Terms & conditions apply)
- c. If you would like to be a multi-domain expert, earn the Computer Hacking Forensics Investigator (CHFI), EC-Council VoIP Professional (ECVP), Certified Application Security Engineer (CASE) or choose from many other specialized certifications.
- d. If you would like to earn a master's degree in IT Security, consider applying for the EC-Council University (ECU) Master of Security Sciences (MSS). By earning the ECSA credential you have automatically earned 3 credits towards the degree. For more details regarding the above certifications, please visit https://cert.eccouncil.org/

### Code of Ethics

- Keep private and confidential information gained in your professional work, (in particular as it pertains
  to client lists and client 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 prior consent of the client.
- 2. Protect the intellectual property of others by relying on your own innovation and efforts, thus ensuring that all benefits vest with its originator.
- 3. Disclose to appropriate persons or authorities potential dangers to any e-commerce clients, the Internet community, or the public, that you reasonably believe to be associated with a particular set or type of electronic transactions or related software or hardware.
- 4. Provide service in your areas of competence, being honest and forthright about any limitations of your experience and education. Ensure that you are qualified for any project on which you work or propose to work by an appropriate combination of education, training, and experience.
- 5. Never knowingly use software or process that is obtained or retained either illegally or unethically.
- 6. Not to engage in deceptive financial practices such as bribery, double billing, or other improper financial practices.
- 7. Use the property of a client or employer only in ways properly authorized, and with the owner's knowledge and consent.
- 8. Disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.
- 9. Ensure good management for any project you lead, including effective procedures for promotion of quality and full disclosure of risk.
- 10. Add to the knowledge of the e-commerce profession by constant study, share the lessons of your experience with fellow EC-Council members, and promote public awareness of benefits of electronic commerce.
- 11. Conduct oneself in the most ethical and competent manner when soliciting professional service or seeking employment, thus meriting confidence in your knowledge and integrity.
- 12. Ensure ethical conduct and professional care at all times on all professional assignments without prejudice.

- 13. Not to associate with malicious hackers nor engage in any malicious activities.
- 14. Not to purposefully compromise or allow the client organization's systems to be compromised in the course of your professional dealings.
- 15. Ensure all penetration testing activities are authorized and within legal limits.
- 16. Not to take part in any black hat activity or be associated with any black hat community that serves to endanger networks.
- 17. Not to be part of any underground hacking community for purposes of preaching and expanding black hat activities.
- 18. Not to make inappropriate reference to the certification or misleading use of certificates, marks or logos in publications, catalogues, documents or speeches.
- 19. Not to be in violation of any law of the land or have any previous conviction.

## **ETHICSVIOLATIONS**

EC-Council commitment towards ethics is the mainspring that holds all its programs, services, people and operations together. EC-Council regards ethics in earnest and from stem to stern. Corollary, EC-Council mandates and stipulates all its certified professionals, candidates, and prospective candidates to conduct themselves with the law, spirit of the law, and ethical practices that would reflect positively on clients, corporates, industries, and the society at large. The EC-Council Code of Ethics tops EC-Council mandatory standards and is a requisite and indeed a pillar of its strength.

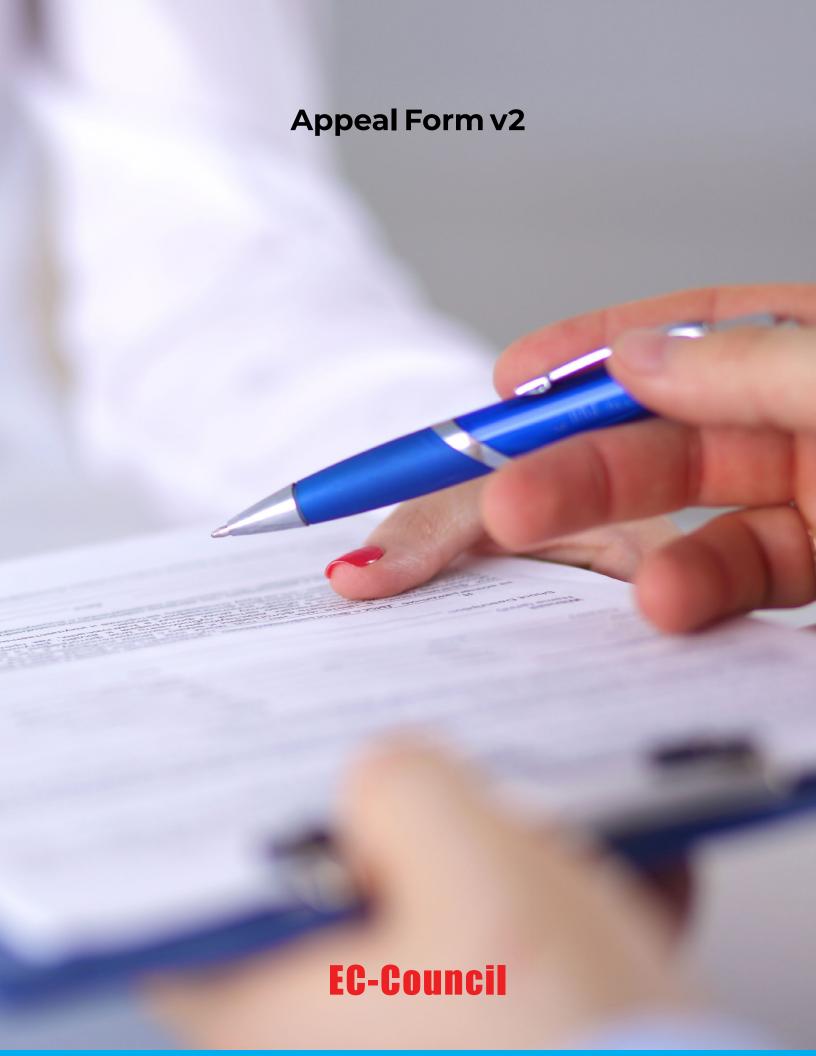
EC-Council has an objective and fair process of evaluating cases of ethics violation. Any person/s may report an EC-Council certified professional by filling EC-Council Violation of Ethics Report form, describing clearly the facts and circumstance of the violation, and obtaining the confirmation of two verifiers who confirm that the report is true and correct. The Director of Certification has the authority to temporarily suspend a member that is suspected of violating EC-Council's Code of Ethics while the case is being brought before the EC-Council Scheme Committee.

The form will be submitted to EC-Council Scheme Committee for their review and resolution. The Committee will rule in light of substantial and sufficient evidence of ethics violation. Possible resolutions or penalties may include decertification, reprimand, warning, suspension of certification, publication of infraction and/or penalty, and lastly any possible litigation.

EC-Council will be formally notified of the Scheme Committee resolution in writing and with full details. EC-Council will notify the member/s, persons or parties concerned by email or registered mail of the Scheme Committee resolution. The Committee resolution is considered as final.

# **EC-Council** Ethics Violation Report Form

Complaint loage	ed by:	Complaint loag	ed against:
Name	:	Name	:
Email	:	EC-Council Membership No.	<b>:</b>
Title/Company	:	(if applicable)	••••••
Country	<b>:</b>		
Phone	<b>:</b>		
EC-Council Membership No. (if applicable)	<b>:</b>		
Section of EC-Counc	cil Code of Ethics Violated:		
A detailed description	on of the facts known and circums	tances relevant to the	complaint:
Verified by			
Contact 1		Contact 2	
Name	:	Name	:
Email	<b>:</b>	Email	:
Title/Company	<b>:</b>	Title/Company	<b>:</b>
Country	<b>:</b>	Country	:
Phone	:	Phone	÷
and correct to the	ntained in this form is true best of my knowledge.	and correct to the	ontained in this form is true best of my knowledge.
Signature/Date		Signature/Date	





EC-Council adapts the term appeal as a reference to the mechanism by which a candidate/member can request the reconsideration of an EC-Council decision or exam. The appeal applicants should fill EC-Council Appeal Form and attach all supporting evidence. For instance, if the applicant is seeking EC-Council's decision in relation to the exam, for example its equipment, materials, content, scheduling, registration, or proctoring, he/should submit EC-Council Appeal Form, EC-Council Exam Feedback form and exam transcript.

If the appeal is related to an EC-Council exam, the appeal request must be submitted to certmanager@eccouncil.org seven (7) calendar days from exam date. All other appeals must be submitted to certmanager@eccouncil.org within sixty (60) calendar days from EC-Council's written decision. Appeals received beyond the above-mentioned timeframe would not be reviewed.

#### The appeal process is comprised of three primary stages:

#### Stage 1: EC-Council

EC-Council will inspect and scrutinize closely and thoroughly the candidate's appeal before providing a final decision. Technical issues like power outages, system crash, exam items will be forwarded to the testing company (ECC) to advise whether there is valid grounds for appeal. EC-Council will provide the candidate with the appeal results within 30 days from receipt of candidate's appeal request.



#### **Stage 2: Scheme Committee**

While EC-Council would exert every effort to resolve all matters in a fair and objective manner, EC-Council gives the applicant the right to appeal to EC-Council Scheme Committee Board if he/she is not satisfied with EC-Council's decision. The Scheme Committee will verify the intactness of all events and processes and provide EC-Council with its final decision, and EC-Council would communicate the decision to the candidate.

The Scheme Committee meets once every quarter (Jan, April, July, Oct). Only appeal requests received at least 30 days before the meeting will be reviews at that session. Appeals received less than 30 days from the Scheme Committee meeting will be reviewed in the subsequent meeting.

#### **Stage 3: Honorary Council**

The appeal will only be put forward to the adjudication of a subcommittee of the EC-Council Honorary Council, which will comprise of no less than 3 members; if the applicant is not satisfied with the Scheme Committee final decision. The request should be submitted to https://eccouncil.zendesk.com/anonymous requests/new within thirty days from the date of the Scheme Committee written decision. Appeals received beyond the 30-days timeframe would not be reviewed.

The Honorary Council meets once every year. Only requests received at least 30 days prior to the Honorary Council meeting will be review at that session. Appeals received less than 30 days from the Honorary Council meeting will be reviewed in the subsequent meeting. The decision concluded by the Honorary Council is irrefutable and is obligatory to all parties involved in the appeal.

# **EC-Council** Appeal Form

If the appeal is related to an EC-Council exam, the appeal request must be submitted within three (3) calendar days from exam date. All other appeals must be submitted within sixty (60) calendar days from EC-Council's written decision.

Kindly submit your appeal form to certmanager@eccouncil.org

SECTIONA			
Name Details (Name given when enrolled)	<b>:</b>		
Address (including city, state, and postal code)	<b>:</b>		
Phone Number	:		
Email Address			
Are you a certified Education	C-Council member? If yes, please	complete secti	on B with one of your certification
SECTIONB			
Membership No.	<b>:</b>	Cert Award D	ate :
Title of Certification	<u></u>	Cert Expiry Da	ate:
Are you appealing ag Section D.	ainst an EC-Council Exam? If yes, p	lease complet	e Section C. If no, kindly proceed to
SECTIONC			
Test Centre Name	<b>:</b>	Exam Title	<b>:</b>
Test Centre Location	<b></b>	Exam Version	<b>:</b>
EC-Council Proctor Name (if known)	<b>:</b>	Date Tested	<b>:</b>
Exam Voucher No.			

# **EC-Council** Appeal Form

# **SECTIOND** Details of your appeal

Candidate's Signature

Please attach a copy of score transcript/certificate, exam item or any other documents that may support your appeal.

## Change in Certification Scope

EC-Council shall, where applicable, give due notice to interested parties and certified members on changes in scope of certifications, rationale behind change, and effective dates of change. Such changes will be published on the EC-Council Certification website (http://cert.eccouncil.org).

EC-Council shall verify that each certified member complies with the changed requirements within such a period of time as is seen as reasonable for EC-Council. For instance, old versions of certification exams are retired six months from the date of official announcement of the launch of the new version of the exam. These changes will only be done after taking into consideration EC-Council Scheme Committee views.

EC-Council's Scheme Committee is a member based network of volunteers that are recognized by EC-Council as experts in the field of information security. They are carefully selected from the industry and are committed to the information security community.

More importantly, they remain an independent voice for the industry and are responsible to advise EC-Council in the development and the maintenance of key certification-related matters.

Changes may be suggested by any stakeholder of EC-Council, but changes will be verified with documented psychometric analysis conducted by experts. Psychometric analysis would be conducted to determine the certification scope every three years or sooner; whereas evaluation would be conducted every year to ensure if amendment in scope of certification is required.



**EC-Council** Logo Usage

To use any of EC-Council's logos, candidate must be an EC-Council Certified Professional, EC-Council Test Center, EC-Council Accredited Training Center, or a Licensed Penetration Tester. A list of certifications can be found at <a href="https://cert.eccouncil.org/certifications.html">https://cert.eccouncil.org/certifications.html</a>

In this context, logo shall mean and include all logos provided by EC-Council. The logo is a trademark of EC-Council.

#### 1. GENERAL

- a. Certified Member can only use the logo in its original form as provided by EC-Council.
- b. Certified Member must state the certification version number next to the logo such as v4, v6, v7. Certified Member may not alter, change or remove elements of the logo in any other way.
- c. "Only ANSI accredited certifications carry the ANSI logo", it does not carry a version number.
- d. Certified Member may not alter, change or remove elements of the logo in any other way.
- e. Certified Member may not translate any part of the logo.
- f. Certified Member may not use elements of the logo to be part of the design of other materials or incorporate other designs into the logo.
- g. Certified Member may not incorporate the logo or parts of the logo into Certified Member company name, company logo, website domain, trademark, product name and design, or slogan.
- h. Certified Member may not use the logo to show any form of endorsement by EC-Council.

#### 2. INDIVIDUALS

- a. Certified Member may use the logo on his/her business cards, business letters, resume, Websites, emails, and marketing materials for individual service.
- b. Certified Member may only use the logo of the credential he/she is awarded.
- c. Certified Member may not use the logo if certification has been revoked or suspended
- d. Certified Member may not use the logo if certification term has expired/lapsed and not renewed.
- e. Certified Member may not display the logo to be larger or more prominent than candidate's name or company name and logo.
- f. Candidates who hold EC-Council 'Retired Status' may not use the logo unless the logo is used with the word 'retired'.
- g. Candidate may not use the logo if he/she is not certified.
- h. Candidate may not use the logo if he/she is still in the midst of a program and have not passed the certification exam.
- Candidate may not use the logo to show affiliation with EC-Council in any way.

#### 3. EC-Council Test Centers (ETCs) and EC-Council Accredited Training Partners (ATPs)

- a. ETCs and ATP's may use the logo on their marketing materials related to EC-Council programs and certifications. ETCs and ATP's may not use the logo on any material not related to EC-Council certifications or programs.
- b. ETCs may not use the logo to signify any relationship or affiliation with EC-Council other than as an
- c. ATPs may not use the logo to signify any relationship or affiliation with EC-Council other than as an ATP.

#### 4. COMPLIANCE

- a. EC-Council may occasionally conduct surveillance audits for materials bearing the logos. Candidates are to abide by the guidelines stated above. Certified Member may be subject to sanction if he/she does not adhere to these guidelines and may have his/her certification credential suspended or revoked.
- b. Certified Member must immediately cease to display, advertise or use the logo upon the suspension or revocation of certification credential.

#### 5. LOGODETAILS

#### a) Color

#### **Full Color**

The colors used for the logos are red, yellow, black and white. The color codes are:

**Color- Red** 

RGB R: 255, G: 0, B: 0

**Color- Yellow** 

RGB R: 255, G: 255, B: 0

#### **Black and White**

The logo can also be printed in black and white due to budget restrictions. For this, the color for the wordings and background of the logo must always be reversed. That is, the wordings are in black and the background is white or the wordings are in white and the background is black.





#### b) Size

The logo can be of any size but it must maintain all the elements of the logo without any distortions. All elements of the logo must remain legible.





#### c) Spacing

The logo must not be overlapped and be fully prominent. There must be sufficient space between the logo and any other text or object. We recommend a minimum spacing of 0.3 centimeters.



#### d) Elements

All elements must remain in its original form. All elements of the logo must not be distorted or altered. Certified Member must ensure that the aspect ratio is maintained at all times.



#### e) Orientation

The logo must be presented in its upright form and not be displayed at other angles other than its horizontal layout.



#### f) Multiple Credentials

Individuals who attain multiple EC-Council certification credentials may display any of the logos for which certification has been achieved. Certified Member may not however, create a logo which displays a combination of all the credentials achieved. All logos must stand alone in its own right.





#### 6. USAGE EXAMPLES

These are examples on the usage of the logo. The usage guidelines must be strictly adhered to

- **a.** Business Cards: We recommend displaying the logo on the lower left or lower right hand side of Certified Member business card.
- **b.** Business Letters: We recommend displaying the logo on the lower left or lower right-hand side of the letterhead page of Certified Member business letter.
- **c. Resume:** We recommend displaying the logo on the lower left or lower right-hand side of Certified Member resume.
- **d. Website:** We recommend displaying the logo at an appropriate location on Certified Member website.
- **e. Email:** We recommend displaying the logo at the bottom of Certified Member email signature.
- **f. Marketing Materials:** We recommend displaying the logo at an appropriate but prominent place in Certified Member marketing materials.

## **FREQUENTLY ASKED QUESTIONS**

#### Do I need CEH to enroll for ECSA course?

You do not need to be certified with CEH in order enroll for ECSA course. However, CEH is strongly recommended. If you do not have core ethical hacking skills, this course is not for you.

#### What are the eligibility criteria to apply for the ECSA v10 exam?

- Hold an ECSA certification, any version (Your USD100 application fee will be waived);
- or Have a minimum of 2 years work experience in InfoSec domain (You will need to pay USD100 as a non-refundable application fee);
- Or Have attended an official EC-Council training (All candidates are required to pay the \$100 application fee, however your training fee shall include this fee)

**Note:** Training fee may vary depending on the region, training facilities and mode of training opted for, however no student has any added advantage as the exam is a standard exam for all.

#### How long does the application process take?

On an average, application processing time would be between 5-10 working days once the verifiers on the application respond to EC-Council's requests for information.

#### Is the \$100 application fee refundable?

No, the \$100 application fee is not refundable

#### For how long is the approved application valid for?

The application process is valid for 3 months from the date of approval.

#### Is the application form mandatory for all test takers?

Yes, the application form is mandatory for all test takers who want to take the exam directly without undergoing training.

#### What is the next step once the application is approved?

Once your application is approved you can proceed to purchase your exam voucher either from EC-Council Online Store or from one of our authorised training channels.

#### What is the format of the ECSA v10 exam? Where is the exam available?

The ECSA v10 exam is an MCQ (Multiple Choice Question) exam. This exam is only available at the ECC Exam Centre.

#### For how long is the exam voucher code valid for?

The exam voucher code is valid for 1 year from the date of receipt.

#### Does the ECSA v10 exam include a report-writing similar to the ECSA v9 exam?

No, the ECSA v10 does not include a report-writing, should a candidate be interested in a performance based/skill assessment exam he/she can choose to attempt the ECSA (Practical) exam if eligible.

#### Is the exam proctored? What are the proctoring options available?

For those attempting the exam at a physical testing centre (ETC), the exam will be proctored by a proctor authorised at the testing centre.

#### What is the duration of the exam?

The Exam is a 4 hour session.

#### What is the passing criteria?

This exam does not have a set passing score/ percentage, the number of items that you have to answer correctly varies depending on the difficulty of the questions delivered when you take the exam. To understand how the scoring pattern works, visit the scoring section here (https://cert.eccouncil.org/faq.html).

#### How much notice is required to book a remotely proctored exam session?

Sessions should be booked at least 3 days in advance of the desired exam date.

Note: All exam sessions are proctored by EC-Council Certification department.

# What are the important things to keep in mind before I schedule my exam with a remote proctor?

Once you are ready to proceed with your exam, please ensure you understand the below:

- You need to run an equipment test.
- · You need to carry an identification proof.
- You should hold an valid exam voucher.

#### What is the retake policy?

Retake exam requests can only be purchased by writing to feedback@eccouncil.org, should a candidate fail the exam. You can also read more about the retake policy here (https://cert.eccouncil.org/ec-council-exam-retake-policy.html).

#### Is the ECSA V10 title a part of the EC-Council Continuing Education Scheme?

Yes, the ECSA V10 is a part of the EC-Council Continuing Education Scheme.



ECSA Exam Blueprint v2

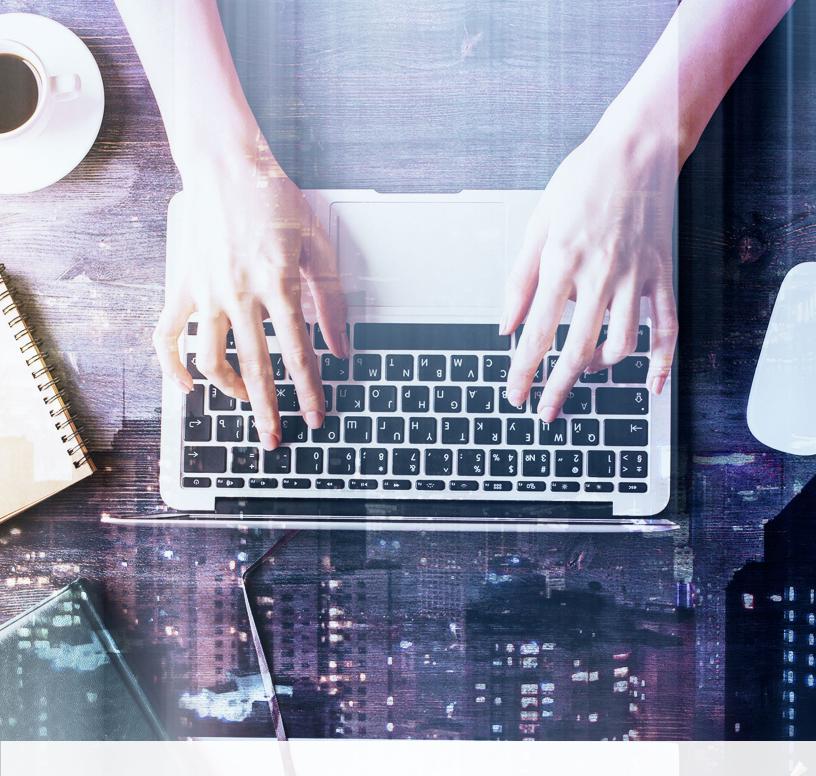
Domains	Sub Domains	Weightage
Penetration Testing Essential     Concepts	<ul> <li>Computer Network Fundamentals</li> <li>Network Security Controls and Devices</li> <li>Windows and Linux Security</li> <li>Web Application and Web Server Architecture and Operations</li> <li>Web Application Security Mechanisms</li> <li>Information Security Attacks</li> <li>Information Security Standards</li> </ul>	20.72%
2. Introduction to Penetration Testing Methodologies	<ul> <li>Penetration Testing Process and Methodologies &amp; Benefits</li> <li>Types, Areas and Selection of Pentesting</li> </ul>	5.63%
3. Penetration Testing Scoping and Engagement Methodology	<ul> <li>Penetration Testing Scoping and Rules and Engagement</li> <li>Penetration Testing Engagement Contract and Preparation</li> </ul>	5.38%
4. Open-Source Intelligence (OSINT) Methodology	<ul> <li>OSINT Through World Wide Web (WWW), Website Analysis, DNS Interrogation</li> <li>Automating your OSINT Effort Using Tools/ Frameworks/Scripts</li> </ul>	4.80%
5. Social Engineering Penetration Testing Methodology	<ul> <li>Social Engineering Penetration Testing Techniques &amp;         Steps     </li> <li>Social Engineering Penetration testing using E</li> </ul>	5.26%
6. Network Penetration Testing Methodology – External	<ul> <li>External Network Information &amp; Reconnaissance</li> <li>Scanning, and Exploitation</li> </ul>	5.84%
7. Network Penetration Testing Methodology – Internal	<ul> <li>Internal Network Information Reconnaissance and Scanning</li> <li>Internal Network Enumeration and Vulnerability Scanning</li> <li>Local and Remote System Exploitation</li> </ul>	8.62%
8. Network Penetration Testing Methodology - Perimeter Devices	<ul> <li>Firewall Security Assessment Techniques</li> <li>iDs Security Assessment Techniques</li> <li>Router and Switch Security Assessment Techniques</li> </ul>	7.84%

9. Web Application Penetration Testing Methodology	<ul> <li>Web Application Content Discovery and Vulnerability Scanning</li> <li>SQL Injection Vulnerability Penetration Testing</li> <li>XSS, Parameter Tampering, Weak Cryptography, Security Misconfiguration and Client side scripting, vulnerabilities penetration techniques</li> <li>Authentication, Authorization, session, Web Server Vulnerabilities Penetration Testing</li> </ul>	11.30%
10. Database Penetration Testing Methodology	<ul> <li>Database Penetration Testing Techniques &amp; Information Reconnaissance</li> <li>Database Enumeration &amp; Exploitation</li> </ul>	5.10%
11. Wireless Penetration Testing Methodology	<ul> <li>WLAN Penetration Testing Techniques</li> <li>RFID and NFC Penetration Testing Techniques</li> <li>Mobile Device Penetration Testing Techniques</li> <li>loT Penetration Testing Techniques</li> </ul>	9.22%
12. Cloud Penetration Testing Methodology	<ul> <li>Cloud Specific Penetration Testing Techniques and Recommendations</li> <li>Cloud Specific Penetration Testing Methods</li> </ul>	4.65%
13. Report Writing and Post Testing Actions	<ul> <li>Penetration Testing Report Writing Process</li> <li>Penetration Testing Reporting Formats</li> </ul>	5.63%



# **AGREEMENTS**

**Appendix B** 



## **NON-DISCLOSUREAGREEMENT**



## EC-Council Non-disclosureagreement

EC-Council ("Disclosing Party") intends to make available or have made available to you ("Receiving Party") certain proprietary and confidential information including but not limited to exam items in connection with EC-Council certification ("Purpose"), in accordance with the terms of this Confidentiality and Non-Disclosure Agreement ("Agreement"). Such information so provided to the Receiving Party whether provided before or after the date hereof and whether written or oral, together with all manuals, documents, memoranda, notes, analyses, forecasts and other materials prepared by Receiving Party or any of its affiliates or Representatives which contain or reflect, or are generated from, such information shall be collectively referred to herein as the "Confidential Information." The parties now agree as set forth below.

Receiving Party shall hold Disclosing Party's 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. Receiving Party further agrees not to disclose that they have received Confidential Information without the prior written consent of Disclosing Party.

Disclosing Party shall be deemed the owner of all Confidential Information, including all patent, copyright, trademark and other proprietary rights and interests therein. Receiving Party acknowledges and agrees that nothing contained in this Agreement shall be construed as (i) granting any rights 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.

CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND DISCLOSING PARTY MAKES NO 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 BY RECEIVING PARTY AS A RESULT OF RECEIVING PARTY'S RECEIPT OR USE OF ANY INFORMATION PROVIDED HEREUNDER.

Any Confidential Information disclosed hereunder and any copies thereof (including, without limitation, all documents, memoranda, notes, analyses, forecasts and other materials prepared by the Receiving Party or its affiliates or Representatives, and all electronically stored copies) will be returned or destroyed.

All Confidential Information shall continue to be subject to the terms of this Agreement until three years from the disclosure thereof. 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.

This Agreement may not be modified except by writing by Disclosing Party. 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.

DO NOT attempt an 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 in the event that 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. EC-Council reserves the right to revoke your certification status, publish the infraction, and/or take the necessary legal action against you, if you fail to comply with the above terms and conditions.



## **CANDIDATE APPLICATION AGREEMENT**

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

**EC-Council** 

## **EC-Council**

## CANDIDATE APPLICATION 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
  - 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
  - · CSAD Certified Secure Application Developer
- 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 Application 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. The Programs include the CEP, CEH, CHFI, ECSA, ECSS, LPT. MSS. CEI. CSAD.
- 2.2 MARKS means, as the case may be, the EC-COUNCIL marks and logos, and the certification and Program marks and logos.

#### 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 any Program certification. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, ECCOUNCIL HAS THE RIGHT NOT TO GRANT YOUR CERTIFICATION IF EC-COUNCIL DETERMINES IN GOOD FAITH THAT YOUR CERTIFICATION OR USE OF THE CORRESPONDING MARKS WILL ADVERSELY AFFECT EC-COUNCIL.

## **EC-Council**

## CANDIDATE APPLICATION AGREEMENT

#### 4. TRANSFER OF CERTIFICATION

In the event that you have attained your certification, you will retain your certification status if you leave your current employment and/or begin working with a new organization. However, you may not transfer your certification to another person.

#### 5.YOUROBLIGATIONS

- 5.1 You must adhere to the following EC-Council Policies:
  - Code of Ethics (https://cert.eccouncil.org/code-of-ethics.html)
  - Certification Exam (https://cert.eccouncil.org/certification-exam-policy.html)
  - Exam Retake (https://cert.eccouncil.org/exam-retake-policy.html)
  - Exam Extension (https://cert.eccouncil.org/exam-voucher-extension-policy.html)
- 5.2 You must accept the terms stated under EC-Council Non-Disclosure Agreement. https://cert.eccouncil.org/images/doc/Non-Disclosure-Agreement-v1.0-15112011.pdf
- 5.3 Should your application be approved, you would be furnished with a Candidate Certification Agreement which you need to agree with in order to become a candidate of a program certification examination.

#### 6. TERMANDTERMINATION

- 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 sit for a particular certification examination 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 your ACCEPTANCE OF THE TERMS OF THIS AGREEMENT.
- 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 a "Default"):
  - 6.2.1 If you fail to perform any of your obligations under this agreement;
  - 6.2.2 If you engage in any unlawful activities or have previous conviction(s) of unlawful activity.
  - 6.2.3 In the event of a Default, EC-COUNCIL may immediately terminate this agreement with no period for correction and without further notice.

6.3 **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 any and everything that bears EC-COUNCIL MARKS. 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 that may be 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. 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.

#### 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 ECCOUNCIL 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 by reason of your performance or non-performance under this Agreement. 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 assign- able 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 avoid. 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 ECCOUNCIL 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 Application 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 Application 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.