

1. DEFINITIONS

For purposes of this Agreement, the terms defined in this Section shall have the meanings set forth below:

1.1. "Candidate Information" shall mean all information related to you collected by the SJIB including, without limitation, registration information, assessment results and scores, and all other information you submit for purposes of participating in any SJIB online assessment.

1.2. "Certification" shall mean achievement of certification status for a particular SJIB assessment in accordance with the SJIB requirements and acceptance of the terms of this Agreement.

1.3. "Assessment" shall mean one of the assessment's offered by the SJIB.

1.4. "Assessment Materials" shall mean the SJIB certification Assessment(s) and any questions, instructions, responses, answers, or diagrams related to such Assessment(s) and any accompanying materials.

2. CANDIDATE INFORMATION

The SJIB may collect, save, transmit, transfer, use, deliver and otherwise process Candidate Information for analysis, research, certificate achievement or other purposes deemed necessary or appropriate by the SJIB in connection with any Assessment.

The SJIB collects, processes and retains SJIB personal data because the data is necessary to discharge a contract, necessary in the protection of the public interest, and by explicit consent.

3. SJIB CERTIFICATION

Your SJIB certification is based upon your successful passing of the requisite SJIB Assessment(s) and your compliance with the terms of this Agreement.

Additionally, you are required to inform the SJIB, without delay, of matters that can affect your capability to continue to fulfil the certification requirement. The SJIB may modify any assessment, test objective or the requirements for obtaining or maintaining any SJIB certification at any time. It is your responsibility to keep informed of any such modifications and any requirements for maintaining your SJIB certification. If any SJIB certification requirements are modified, this Agreement and your SJIB certification may be terminated by

the SJIB without further notice, unless you complete any applicable continuing SJIB certification requirements. If in the event of a withdrawal of your certification for any reason, you must refrain from the use of all references to a certified status by the SJIB.

By maintaining and continuing use of your SJIB certification, you agree to comply with and be bound by the (i) Any policies as listed on the SJIB website, as they may be amended from time to time, the (ii) code of good practice as listed in the SJIB handbook, as it may be amended from time to time, and this Agreement, as it may be amended from time to time ("Candidate Agreement."). To the extent that the SJIB policies materially change, the policy in place at the time that you submit personal information to the SJIB will govern that information unless the SJIB receives your updated consent to the new policy or policies.

4. CANDIDATE CONDUCT POLICY

You will not participate in any cheating incident, breach of security, misconduct or any other behaviour that could be considered a compromise of the confidentiality, integrity, or availability of any SJIB certification assessment or any SJIB certification. Such behaviours include, but are not limited to, the following:

- Disseminating actual Assessment content by any means, including, but not limited to, web postings, formal or informal test preparation or discussion groups, chat rooms, reconstruction through memorisation, study guides, or any other method.
- Copying, publishing, selling, offering to sell, distributing in any way, or otherwise transferring, modifying, making derivative works of, reverse engineering, decompiling, disassembling, or translating any Assessment or any part thereof.
- Seeking and/or obtaining unauthorised access to assessment materials (this includes using braindump material and/or any unauthorized publication of Assessment questions with or without answers).
- Using falsified or altered certificates, score reports, or other documents or electronic media to misrepresent your Certification status or that of another individual.
- Except as authorised by the SJIB, possession in the testing area of any materials or equipment including but not limited to mobile phones, hand-held computers/personal digital assistants (PDAs), laptop computers, pagers or other electronic devices, watches, wallets, backpacks, briefcases, purses, hats, car keys, bags, vests, coats, books, notes, paper or documents and any writing materials.
- Providing falsified information, documentation or statements as a means of a false identity, false address or solicitation of someone to take a test on another's behalf.
- Causing a disturbance of any kind while taking an examination.

- Removing or attempting to remove assessment material (in any format) from the physical or digital testing area.
- Tampering with the operation of the testing facility computer or attempting to use it for any function other than taking an SJIB assessment.
- Violating the SJIB assessment retake policy
- Giving, receiving, or obtaining unauthorised assistance during the Assessment or attempting to do so.
- Misconduct as determined by statistical analysis
- Making notes of any kind while in the secure areas of a test centre except on the writing materials provided at the test centre for this purpose.
- Failing to adhere to any SJIB or centre policy, procedure, rule, or instruction.
- Altering or misrepresenting Assessment scores.
- Allowing another person, or an organisation in which you are not actively involved, to use your certification credentials to obtain employment or promotions.
- Otherwise violating the terms of the SJIB Candidate Agreement, Certification Assessment Policies, or Code of Good Practice.
- If taking an Assessment remotely, tampering with the operation of your personal computer, private network, or allowing unauthorised software to run in the background that would attempt to perform any function other than taking an SJIB assessment, or any other action that compromises the integrity of the assessment.

5. DATA FORENSICS

The SJIB Security Team and partners use data forensics as a basis for enforcement and action. SJIB certifications measure professional competency via statistically vetted, high-stakes assessments. Those candidates demonstrating proficiency by achieving a valid passing score are issued with SJIB certification. SJIB and partners perform ongoing maintenance and statistical analysis, including data forensics. If the validity of an assessment score is brought into question due to statistical anomalies identified during analysis, the SJIB may invalidate candidate scores and notify you of applicable invalidations and/or suspensions.

6. RETAKE POLICY

In the event that you fail your first (1st) attempt to pass any SJIB certification assessment, the SJIB does not require any waiting period between the first (1st) and second (2nd) attempt to pass such assessment as an online assessment.

7. VIOLATIONS

Any candidate determined by the SJIB to have violated the terms of this Agreement or diminished the security and integrity of the SJIB's Certification in any way shall, if determined necessary or appropriate by the SJIB based upon the seriousness of the incident or violation:

- (a) have the SJIB certification for the applicable assessment revoked, if such certification was previously granted by the SJIB;
- (b) have all other SJIB certifications previously granted to such candidate revoked;
- (c) not be eligible to register and/or schedule any SJIB certification assessment, or receive any SJIB certification, for a minimum period of six (6) calendar months from the date of such determination; and/or
- (d) be subject to any and all other appropriate action, including legal remedies, that SJIB deems necessary or appropriate to enforce the terms of this Agreement.

If it is determined that you have violated the SJIB Candidate Agreement, then SJIB will send you a written notice of violations and applicable sanctions.

8. CONFIDENTIALITY OF EXAMINATION MATERIALS

Assessment Materials are the proprietary, confidential, and copyrighted materials of the SJIB. Any disclosure of the contents of any SJIB certification examination is strictly prohibited. You agree to maintain the confidentiality of all Assessment Materials and you agree not to disclose, publish, reproduce, distribute, post or remove from the test room/centre, any portion of the Assessment Materials. Violators of copyright law are subject to injunctions, civil liability, forfeiture of profits, punitive damages and other legal sanctions. The SJIB will take appropriate legal action against you to protect the SJIB rights if you breach the provisions of this Section or any applicable laws.

9. CANDIDATE APPEALS PROCESS

After a candidate has received a written notice of violations and applicable sanctions from SJIB, such candidate will have thirty (30) calendar days to file a written request for appeal pursuant to the SJIB appeals process. Any such request for appeal must be in writing, must be filed with the SJIB within thirty (30) calendar days from receipt of notice of violations and applicable sanctions, and must include the following: (a) a statement describing the grounds for the appeal, (b) why the appeal should be granted, and (c) all supporting evidence,. A candidate's appeal will not be considered after such thirty (30) calendar day period has expired.

If the SJIB determines that a written request for appeal is filed in a timely manner, such appeal and the information submitted by the candidate will be submitted to the SJIB National Board. This appeals process shall not address any failures to pass any SJIB certification assessment, nor include any challenges to individual assessment questions, answers or failing scores. The SJIB National Board will deliberate and make a decision on the appeal. The decision of the SJIB National Board is final and binding as to all matters related to the appeal.

10. TERM AND TERMINATION

This Agreement shall commence upon your acceptance of its terms. Either party may terminate this Agreement, with or without cause, by giving at least thirty (30) calendar days' prior notice to the other party. The SJIB may terminate this Agreement upon thirty (30) calendar days' prior notice if: (a) you breach any term of this Agreement and fail to cure said breach within such thirty (30) day period; or (b) you fail to comply with any applicable continuing SJIB certification requirements specified by SJIB from time to time. Further, The SJIB may terminate this Agreement immediately upon notice to you if: (a) publicity or other information about you, your products or services, or your use of the SJIB certification adversely affects the SJIB or its reputation or goodwill or otherwise damages or diminishes the value of its certification; or (b) upon determination by the SJIB that you have otherwise violated any rule, regulation or policy of the SJIB or of any SJIB authorised testing facility related to any SJIB certification assessment. Upon termination of this Agreement, The SJIB may revoke your SJIB certification(s) and terminate the licenses and rights granted hereunder. This Section and Sections 3, 4, 5, 6, 7, 8, 10, 11, 12 and 13.4 hereof shall survive any termination of this Agreement.

11. DISCLAIMER; LIMITATION OF LIABILITY

THE SJIB MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATED TO OR ARISING OUT OF ANY SJIB CERTIFICATION OR THIS AGREEMENT. THE SJIB DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY THIRD-PARTY RIGHTS. THE SJIB SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES ARISING FROM OR OTHERWISE RELATED TO ANY SJIB CERTIFICATION, OR THIS AGREEMENT, OR OTHERWISE INCURRED, WHETHER IN AN ACTION IN CONTRACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SJIB LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF ASSESSMENT FEES ACTUALLY PAID BY YOU TO THE SJIB. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, SO THE ABOVE

EXCLUSION OR LIMITATION MAY NOT APPLY. HOWEVER, SUCH EXCLUSION OR LIMITATION SHALL APPLY TO THE GREATEST EXTENT PERMITTED BY LAW.

12. INDEMNIFICATION

You agree to indemnify, defend and hold harmless the SJIB, and all SJIB representatives, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees) arising, in whole or in part, out of any breach of this Agreement by you or any personal injury, product liability, property damage or other claims which are caused, directly or indirectly, in whole or in part, by any act or omission by you.

13. OTHER PROVISIONS

13.1. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. You may not transfer or assign any SJIB certification, any license granted to you under this Agreement, or any of your rights hereunder. Any such transfer or assignment shall be null and void.

13.2. Amendments. The SJIB may revise the terms of this Agreement from time to time. In the event of a revision, your assent to a new agreement may be a condition of your continued SJIB certification.

13.3. Waiver and Severability. No waiver of any breach of this Agreement shall be deemed a waiver of any other or subsequent breach. If any term of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such term shall be modified or deleted in such a manner so as to make this Agreement, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

13.4. Equitable Relief. The SJIB shall be entitled to injunctive and other equitable relief to prevent or curtail any actual or threatened breach of the provisions of this Agreement and to recovery of reasonable legal fees incurred in any such action.

13.5. Notices. Except as otherwise expressly provided in this Agreement, all notices hereunder shall be in writing or delivered via e-mail. Notice to you shall be sent to your registered address as known by the SJIB.