

National Cloud Technologists Association (NCTA) Candidate Agreement

1.1. Candidate Information

The National Cloud Technologists Association (NCTA) and its agents may gather, store, transmit, use, deliver, and otherwise process candidate information to screen candidates for exam eligibility, verify certification and continuing education status, analyze certification exam validity and effectiveness, and market NCTA services to candidates and certification holders. The NCTA may also use candidate information for other reasonable activities deemed appropriate for other NCTA programs. Such information may be transferred outside of candidate countries of residence and outside of the country in which exam(s) were taken. Candidates should be aware of the fact that data-protection laws and regulations can vary drastically from country to country or region to region.

The NCTA will make available to employers and potential employers particular information related to exam candidates including: the candidate's name, ID number, certifications held and the date upon which they were granted, continuing education status, certification expiration date, and any other information for verifying NCTA certification status.

1.2. Use of Logos and Marks

The NCTA may issue to successful candidates certain marks, logos, certificates, certification numbers, badges, and other items (collectively, "marks") to verify that the candidates hold particular NCTA certifications. Candidates may include such marks on résumés, CVs, social media sites, business cards and stationary, and other professional items at any time they hold a current, valid NCTA certification. Candidates must discontinue the use of NCTA-issued marks for any of the following reasons:

- Their certification expires.
- They fail to meet continuing education requirements.
- They become otherwise unable to meet the physical or objective requirements of the certification.
- Upon the discovery of a violation of this candidate agreement.
- In the event that either the NCTA or the candidates terminate this candidate agreement in accordance with section 1.8 of this policy.

- In the event of any incident that invalidates or otherwise cancels the candidates' status as holding an NCTA certification.

Further, if the NCTA alters, updates, or changes any marks issued to candidates, candidates must cease using all previous versions of marks and update to currently issued marks. All NCTA-issued marks that successful candidates wish to display must be displayed in their current, up-to-date form and must not be covered, obscured, or otherwise defaced by other elements on or within any medium upon which they are displayed.

1.3. Earning and Maintaining NCTA Certifications

The granting of any NCTA certification is based on meeting any and all certification requirements, the successful passage of the associated NCTA certification exam, compliance with all of the terms of this candidate agreement, and the ongoing, successful completion of continuing education requirements. Candidates are required to inform the NCTA in writing, without delay, of any issues that may affect their status as a valid NCTA certification holder. This includes, but is not limited to, meeting the physical or objective requirements of the certification. Further, it is the candidates' responsibility to monitor any changes in the requirements of NCTA certifications they hold and immediately inform the NCTA if such changes affect their current status.

In the event that a candidate loses his or her NCTA certification, the candidate must stop claiming that he or she holds said certification and must stop using any marks associated with the certification.

1.4. Personal Conduct

Candidates may not engage in any form of cheating or otherwise try to obtain an unfair advantage while preparing for or taking an NCTA certification exam. Further, candidates may not participate in any breach of security, misconduct, misrepresentation, or other behavior that could damage the credibility or the validity of NCTA certifications. These activities may include, but are not limited to, the following:

- The dissemination of any exam-related content, including exam items (questions), exam answers, and any other information or activity associated with an NCTA certification exam.
- Copying, publishing, selling, offering to sell, distributing, or otherwise transferring, modifying, making derivative works of, reverse engineering, decompiling, disassembling, or translating any NCTA certification exam.
- Memorizing or attempting to memorize NCTA certification exam items or answers.
- Accessing or seeking to access any unauthorized copies, in any form, of any NCTA certification exam or exam-related items.
- Claiming to hold an NCTA certification without having met all of the requirements for obtaining and maintaining the certification.
- Using any NCTA-issued or NCTA-owned marks to misrepresent certification status.

- Being in possession of any materials or devices that could be used to access information while in the testing area. These materials and devices include, but are not limited to: mobile phones, smartphones, computers or tablets, watches, wallets, purses, briefcases, backpacks, papers, writing devices, folders, hats, vehicle keys, jackets, and coats.
- Providing falsified or otherwise invalid identification or posing as another person for the purposes of taking an NCTA certification exam.
- Creating any type of disturbance in the testing environment or otherwise interacting with other candidates or exam proctors in an inappropriate manner.
- Removing or attempting to remove any exam-related items from the testing center.
- Tampering with any testing center computers or other equipment while taking an NCTA certification exam.
- Giving, receiving, or seeking unauthorized assistance during an exam.
- Taking notes of any kind unless done using materials provided for the purpose of taking an exam.
- Failing to adhere to any NCTA policy or procedure related to an NCTA certification exam.
- Falsifying or otherwise altering or misrepresenting exam scores.
- Allowing another person or entity to use your NCTA certification to obtain employment, promote an organization, or gain other types of competitive advantages.

1.5. Policy Violations

If the NCTA determines that a candidate has violated the terms of this agreement or has otherwise diminished or damaged the validity, security, and integrity of any NCTA certification exam, and if deemed necessary and appropriate by the NCTA, the NCTA reserves the right to:

- Revoke any and all of the candidate's previously granted NCTA certifications.
- Prohibit the candidate from applying for and taking any NCTA certification exam for a period of 6 months (first offense) or permanently (for any subsequent offense).
- Hold the candidate legally responsible for damages or losses caused by the candidate's actions in violating this, or other, NCTA policies.

The NCTA will notify all candidates it has determined are in violation of this policy in writing within ten (10) business days of the discovery.

1.6. Exam Confidentiality

All exam and related materials are the proprietary and confidential intellectual property of the NCTA. Any disclosure, reproduction, or dissemination of any NCTA certification exam materials is strictly prohibited. Violations of copyright law are subject to appropriate legal actions, which may include, but is not limited to, the pursuit of civil penalties, punitive damages, and injunctions. The NCTA will take appropriate legal action against candidates found to be in violation of this agreement.

1.7. Appeals and Challenges

Once a candidate receives written notification from the NCTA or one of its agents of a violation of this agreement, the candidate may, within thirty (30) calendar days of the receipt of that written notice, file a written appeal of that finding. As NCTA certification exams are administered through Pearson VU by Logical Operations (LO), candidates who wish to file an appeal can do so by emailing a request to credentialing@logicaloperations.com. Requests for appeal received in excess of 30 days from receipt of written notification (considered to be the day NCTA or one of its agents emailed the notification) will not be considered. Requests for appeal shall include a statement indicating the grounds for the appeal, an explanation as to why the appeal should be granted, and all supporting documentation or evidence to support the request. Requests shall also contain the appellant's email address, postal address, and a phone number at which the appellant can be reached. The NCTA or LO will acknowledge receipt of the appeal within five (5) business days of receipt. The acknowledgement shall include a description of the appeals process.

If LO determines that the appeal has been appropriately submitted within the given timeframe, the appeal will be submitted to a committee of not less than 3 impartial members for review. The candidate appeals committee's decision will be considered final and will be determined by a simple majority vote.

At their discretion, the NCTA or LO may grant candidates the ability to correct some violations of this agreement. In such cases, candidates will have thirty (30) calendar days from the time of written notification to correct the violation and provide NCTA or its agents with any and all requested documentation and supporting evidence to demonstrate said correction.

1.8. Agreement Term and Termination Policy

Candidate agreements shall commence on the date candidates accept the agreement and shall be valid until either party notifies the other of its intent to cancel the agreement. Parties must provide written notice of the intent to terminate this agreement at least thirty (30) calendar days prior to the desired termination date. Additionally, the NCTA may terminate the agreement without a 30-day written notice in the case that the candidate:

- Fails to comply with all terms of the agreement.
- Fails to comply with any continuing education requirements of any or all currently held NCTA certifications.
- Violates any policy, written or otherwise, of any testing center delivering an NCTA certification exam.

- Takes any action that damages the credibility, validity, or security of any NCTA certification exam or other product or service.

Upon termination of this agreement, the NCTA may revoke any currently held NCTA certifications from the candidate and institute a 6-month, or longer, waiting period for the candidate to be eligible to enter into another candidate agreement with the NCTA.

1.9. Warranty Disclaimer and Limitation of Liability

DISCLAIMER OF WARRANTIES: NCTA CERTIFICATION EXAMS ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NCTA, ITS AFFILIATES, LICENSORS, THIRD-PARTY CONTENT OR SERVICE PROVIDERS, DISTRIBUTORS, DEALERS, AND SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL GUARANTEES AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING NCTA CERTIFICATION EXAMS, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY: NCTA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES ARISING FROM OR OTHERWISE RELATED TO ANY NCTA CERTIFICATION, OR THIS AGREEMENT. NCTA' LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF EXAMINATION FEES ACTUALLY PAID BY YOU TO NCTA OR ITS AGENTS. 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.

This agreement will be governed and enforced according to the laws of the United States of America and the state of New York and within the courts of said jurisdictions.