



ROCHESTON® DEPARTMENT
OF CERTIFICATION

CANDIDATE CERTIFICATION AGREEMENT

IMPORTANT:

READ THIS CANDIDATE CERTIFICATION AGREEMENT IN FULL AND CLICK THE "AGREE" BUTTON BELOW, IF YOU AGREE TO THE TERMS AND CONDITIONS OF THE AGREEMENT. YOU MAY TAKE THE CERTIFICATION EXAM(S) BY THE ROCHESTON'S DEPARTMENT OF CERTIFICATION **ONLY** IF YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE NOT WILLING TO AGREE TO THE TERMS AND CONDITIONS HEREIN, SELECT "EXIT" BUTTON AND INFORM YOUR PROCTOR TO OPT OUT OF THE CERTIFICATION EXAM.

1. DEFINITIONS

- "You" shall mean the candidate applying for the registered exam.
- "We or us" shall mean Rochester's Department of Certification
- "RCCE Certification" shall mean the specific Rochester Certified Cybersecurity Engineer (RCCE) certification granted to You upon successful completion of and compliance with the RCCE Certification requirements as specified in this Agreement.
- " Exam" or "Test" shall mean the applicable certification testing for the particular technology course for which You have registered.
- "Certification Requirements" shall mean those requirements specified or referenced in this Agreement that you must meet in order to use and maintain the Certification credentials and use the Department of Certification Logo in accordance with the terms of this Agreement.
- "Website" shall mean the Department of Certification website located at <https://cert.rocheston.com/>

2. RCCE CERTIFICATION

2.1 Certification Requirements

- Pay the applicable exam fees
- Accept the terms and conditions of this Agreement (before every Certification Exam)
- Pass all required exams specified on the Website for the applicable Certification
- Comply with any additional requirements specified on the Website
- Ensure contact information submitted is up to date and inform the Department of Certification if there is any change
- Meet the RCE requirements for continuing the certification for the applicable Certification

2.2 Granting of RCCE Certification

The RCCE certification is awarded based on the successful completion of the required examination and compliance with the requirements described in the RCCE brochure. The Department of Certification has the right to change at any time the requirements for obtaining or maintaining the certification. Once certification is granted, the candidate may maintain the certification by completing, within the time frame specified by the Department of Certification, all continuing certification requirements (if any) that correspond with the RCCE certification. The candidate also agrees to comply with the relevant provisions of the RCCE certification.

THE DEPARTMENT OF CERTIFICATION HAS THE RIGHT TO NOT GRANT OR RENEW THE CERTIFICATION IF DETERMINED THAT GRANTING THE CERTIFICATION WILL ADVERSELY AFFECT THE DEPARTMENT OF CERTIFICATION.

2.3 Rocheston Continuing Education (RCE)

The candidates are solely responsible for keeping themselves informed of the Department of Certification's Rocheston Continuing Education (RCE) requirements and for maintaining the certification. If candidates do not complete the RCE requirements within the time frame specified by the Department of Certification, the certification will be considered as 'Expired' without further notice, and all rights pertaining to that certification will terminate. The RCE policy is available at <https://cert.rocheston.com/rce/>

With the passing of the RCCE exam, successful candidates may become authorized to provide corresponding services and use the scores pertaining to the certification exam that the candidate has completed. Successful completion of one certification allows the candidate to make claims regarding certification only with respect to the scope for which certification has been granted and does not entitle the candidate to use the scores or provide the services pertaining to any other program.

3. PRIVACY POLICY

The Department of Certification respects the candidates' privacy and has adopted this Privacy Policy that describes our data protection practices, the information that candidates provide us; information we may collect automatically in the operation of our websites, web pages, and emails that link to this Privacy Policy; users of our products and services; individuals purchasing books, e-books, tests, practice tests, exam vouchers, badges and our other products and services available on the Department of Certification's website; and Personal Data (as defined below) that we may collect from candidates on behalf of certification, credentialing, licensure, regulatory, and authorized test delivery partners. This Privacy Policy is also applicable to those individuals who desire to access, manage, publish, and provide their current credential status to authorized third-parties including employers and background checking firms.

In addition, this Privacy Policy describes the rights and responsibilities of the Department of Certification, the candidates, as well as how we use the information we collect or receive; with whom we share the information with; the measures we take to protect the security of personal data from loss, misuse and unauthorized access, the choices candidates can make about providing their personal data to us as it relates to their certification, credentialing, licensure, regulatory, and testing experience; and how they can contact us.

NOTE: *The rights and responsibilities described in our Privacy Policy do not cover third-party websites that may be linked to our Site(s) or referred to on this Site(s). These third-party websites have their own privacy policies and we encourage candidates to read and review them.*

3.1 Personal Data

For purposes of this Privacy Policy “Personal Data” is any information that can be used to identify candidates or that when added with other Personal Data can be linked to candidates and includes, but is not limited to: personal contact detail (name, street address, email address, phone number, fax number, credit/debit card information, company and title). We may also collect or receive the following additional Personal Data at registration or in the testing process, as necessary or appropriate, including, but not limited to: language, date of birth, social security number, test sponsor’s identification number, employment Data, previous examination history, education data, assessment details, including candidate ID number; credit card information; residence and country of citizenship; signature and photograph.

3.2 Using Personal Data

We may need to collect and process Personal Data as necessary to perform services subject to a contractual agreement with candidates. Examples of our legal grounds to process candidate’s Personal Data as being necessary for the performance of a contract include, but are not limited to:

- (i) when candidates make an online payment in order for the purpose of allowing us to deliver the purchased product/service; and
- (ii) when candidates register and schedule to take a test, they will be entering into a Candidate Agreement by and between candidate(s), Department of Certification, and the authorized test delivery partners for the purpose of permitting us to collect, use, transfer, process and store the Personal Data consistent with this Privacy Policy.
- When we ask candidates for their consent, we will collect and use their Personal Data only to the extent they have consented.
- We may use candidates' Personal Data for our legitimate interests for the purposes of improving our products and services and improving the content of our website; and improving our applications and systems; and for the legitimate interest of our ATPs.

3.3 Personal Data Security

The Department of Certification will at all times protect candidates' Personal Data with operational, administrative, technical, and physical security safeguards. The documents are stored with 2-factor authentication security. We do not disclose candidates' Personal Data to third-parties unless otherwise stated herein. We do not monetize Personal Data. We currently do not enable third-party targeted advertising cookies on this site.

All documents filed with the Department of Certification by the candidates are considered the property of the candidates filing the documents. The Department of Certification will not release any of these documents or information without the written permission of the candidates or as may be required by the law. In addition, the Department of Certification staff or members cannot modify any document submitted by the candidates.

3.4 Privacy Policy Updates

We encourage candidates to periodically review our Privacy Policy to be aware of any updates. We reserve the right to update the Privacy Policy periodically, without notice. A change in the effective date will indicate that the Privacy Policy has been updated. Any changes to our Privacy Policy will become effective upon posting of the revised Privacy Policy on our website. The use of our website and our services following such changes constitutes the candidates' acceptance of the revised Privacy Policy then in effect.

4. CANDIDATE RIGHTS & RESPONSIBILITIES

The candidate agrees that by visiting and/or providing, transmitting, or having another party he/she has authorized to provide or transmit Personal Data to us on any of our Sites, accepting the practices described in the Privacy Policy and any updates made to the Privacy Policy. It is the candidate's responsibility to read the Privacy Policy and check for updates on a regular basis. By continuing to use our website, products or services after such updates have been made, candidates agree to be bound by any changes to the Privacy Policy.

If the candidates decide to not provide their Personal Data it may affect our ability to allow them to register, schedule, and take a test administered and delivered by us on behalf of the test sponsor; or to provide any other products or services offered.

The candidates agree that we may collect or receive, use, process, disclose, transfer and retain candidates' Personal Data as described herein. This Privacy Policy governs the use of any and all of our Sites, our testing services, and in purchasing our products and services in general.

At any time, the candidates have the right to:

- Request access to the information we hold, use, or disclose.
- Ask for editing any inaccurate or incomplete information we have or request us to make the corrections.
- Request us to delete personal information from our records, subject to the approval of the corresponding authorized test delivery partner.
- Withdraw consents given, where our collection and use is based upon candidate's consent.

Upon receiving a candidate's request, we may need additional information from candidate(s) to verify identity and to better understand the request. In this case, we may ask candidates to provide additional information, including information previously disclosed to us, to confirm the identity. If candidates wish to designate an authorized agent under any applicable law, please contact us by any means listed above and we will coordinate that designation. We will respond to access requests within a reasonable amount of time in accordance with state and national laws and requirements.

5. COMPLIANCE WITH EXAM REGULATIONS

You agree to comply with all exam regulations required by the Department of Certification and the authorized testing delivery partners administering the Certification Exam including, without limitation, the policies listed below.

5.1 No Malpractices or Cheating

You agree that all work submitted by you in completing the Certification Exam and fulfilling the Certification Requirements, including Certification Exam answers, assignments, and personal identification information is entirely Your own.

5.2 No Misconduct

You agree that You will not:

- (i) fake your identity or impersonate another individual;
- (ii) forge any Certification credentials including your certificates, exam score, education reports, identification cards or any other exam records or vouchers;
- (iii) engage in fraudulent conduct or misrepresent yourself as Certified when You have not successfully met the applicable Certification requirements;
- (iv) misuse or disclose to another person your testing ID number, username and/or password or any other Certification related identities;
- (v) copy, sell or misuse Exam voucher(s) or Certification badge(s);
- (vi) use any Certification Exam vouchers or badges obtained from an unauthorized source; or
- (vii) engage in any other misconduct that could be considered by the Department of Certification, in its sole discretion, as compromising the integrity, security or confidentiality of the Certification Exam.

5.3 Non Disclosure

You understand and agree that the certification exam is Department of Certification's confidential and proprietary information. You agree to maintain the confidentiality of the exam and not disclose, whether verbally, in writing or in any media, the contents of the exam or any part of the exam. Further, You agree not to request any other individual to disclose any exam or any part thereof to you.

5.4 No Misuse of the Exam

You agree that You will not copy, publish, offer to sell, sell, publicly perform or display, distribute in any way or otherwise transfer, modify, make derivative works thereof, reverse engineer, decompile, disassemble or translate any Certification Exam or part thereof.

5.5 Certification Exam Vouchers

The Department of Certification and its testing providers do not guarantee the authenticity of the Certification Exam vouchers obtained from anyone other than the Department of Certification. We will not compensate for counterfeit and/or unauthorized Certification Exam vouchers.

5.6 Retake Policy

You agree to comply with the Department of Certification's Exam retake policy when retaking any Certification Exam that you previously failed. You cannot retake a passed Certification Exam. The retake policy is available on the website.

5.7 Certification Exam Materials

The Department of Certification and its testing partners may impose restrictions or regulations governing the use of any materials that you may bring into the examination area and/or refer to during the Certification Exam. You agree to comply with any such restrictions, as may be directed upon prior to, during and completion of the Certification Exam.

5.8 No unauthorized access

You will neither provide nor accept improper assistance; nor use unauthorized materials in attempting to satisfy the Certification requirements.

Disclaimer: ROCHESTON'S DEPARTMENT OF CERTIFICATION MAKES AND YOU RECEIVE NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATED TO OR ARISING IN ANY WAY OUT OF THIS AGREEMENT. THE DEPARTMENT OF CERTIFICATION SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF ANY THIRD PARTY RIGHTS.

6. CODE OF ETHICS

The Department of Certification mandates all stakeholders to abide by the Code of Ethics documented as part of the Candidate Certification Agreement and shall:

- Support the implementation of and encourage compliance with appropriate standards, procedures of the Department of Certification.
- Perform their duties with objectivity, due diligence, and professional care, in accordance with professional standards and best practices.
- Serve in the interest of stakeholders in a lawful and honest manner, while maintaining high standards of conduct and character, and not engage in acts discreditable to the profession.
- Maintain the privacy and confidentiality of information obtained in the course of their duties unless disclosure is required by legal authority. Such information shall not be used for personal benefit or released to inappropriate parties.
- Maintain competency in their respective fields and agree to undertake only those activities that they can reasonably expect to complete with professional competence.

- Inform appropriate parties of the results of work performed, revealing all significant facts known to them.
- Support the professional education of stakeholders in enhancing their understanding of information systems security and control.
- Not to associate with malicious hackers nor engage in any malicious activities.
- Not to make inappropriate reference to the certification or misleading use of certificates, marks or logos in publications, catalogues, documents or speeches.
- Not to be in violation of any law of the land or have any previous conviction.

7. CODE OF ETHICS VIOLATION POLICY



ROCHESTON®
DEPARTMENT OF CERTIFICATION
ETHICS VIOLATION REPORT

Complaint lodged by:

Name _____

Email _____

Title/Company _____

Country _____

Phone _____

A detailed description of the facts known and circumstances relevant to the complaint.

The information contained in this form is true and correct to the best of my knowledge.

Signature/Date _____

ROCHESTON®

The Department of Certification’s commitment towards ethics binds all of its services, people and operations together. The Department of Certification mandates and stipulates all of its certified professionals, registered candidates, and prospective candidates to conduct themselves with the law and ethical practices that would reflect positively on clients, industries, and the society at large.

The Department of Certification’s Code of Ethics has the top priority among the mandatory standards and is a requisite. The Department of Certification has an objective and fair process of evaluating cases of ethics violation. Any person/s

may report violation of the mandatory Code of Ethics by filling the 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 Department of Certification has the authority to temporarily suspend a member who is suspected of violating the Department of Certification's Code of Ethics while the case is being brought before the Exam Committee for their review and resolution. The penalties may include decertification, warning, suspension of certification, publication of infraction and/or penalty, and lastly any possible litigation. The Department of Certification will notify the member/s, persons or parties concerned by email of the resolution. The Committee resolution is considered as final.

8. AGREEMENT TERMINATION

You may terminate this Agreement at any time upon written notice to the Department of Certification. However, the Department of Certification reserves the right to terminate this Agreement for cause and revoke Your Certification at any time upon email notice to You. Cause for Termination shall include, (i) any breach of this Agreement which remains uncured for 30 days following notice of the breach by the Department of Certification, (ii) Department of Certification's determination, in its sole discretion, that You have cheated on any Certification Exam, have aided in the cheating of a Certification Exam or have disclosed test questions of any Certification Exam to a third party, or (iii) Your misrepresentation of Your Certificate Designation. Upon termination of this Agreement, all rights related to Your Certification, including all rights to use Your Certification Designation and the Logo, will immediately terminate. Except as provided herein, you shall have no further rights or obligations under this Agreement after termination.

This agreement shall be construed and controlled by the laws of the State, and the Examinee further consents to jurisdiction by the state and federal courts in the country.

Terms and Conditions *

I agree to the terms and conditions

AGREE

EXIT