



**Certified Network Defender  
Training Program**

# EC-Council

## Certified Network Defender Training Program

Student Name:	
Address:	
City:	Country:

### CND Student Agreement

This CND Student Agreement (the "Agreement") is entered into between CND Student ("You" and/or "Your") and International Council of E-Commerce Consultants ("EC-Council") as of the date of the acceptance of the terms of the Agreement (the "Effective Date").

#### 1. Acceptance of Terms

- 1.1 Read these EC-Council Terms of Use ("Terms") carefully before You ("You") accept these Terms by:
  - a. opening the CND courseware box seal; and/or
  - b. reading the courseware, and/or
  - c. accessing the Academia portal, and/or
  - d. using any Files ("Files") located in the Aspen Portal.
- 1.2 Should You disagree with any of the terms of the Agreement, You shall be prohibited from participating in any of the current and future CND training program(s), unless You provide Your full and unreserved acceptance.
- 1.3 The program contains information and software of security-related material. You are prohibited from using the material if:
  - a. You are under the age of 18; or
  - b. such material offends You; and/or
  - c. it is illegal for You to possess/use such material at Your locationUnder penalty of perjury I swear that:
  - I am at least 18 years of age
  - The files and materials I am viewing are for my own personal use and will not share the material.
  - I desire to receive/view security related material. The viewing, reading and downloading security related material does not violate the standards of my

community, town, city, state or country.

- I am solely responsible for any false disclosures causing legal ramifications by viewing, reading, using or any material from the CND program.
- I am allowed to access, retrieve, view, and/or use this Information, Software, Program, and/or Code and I hereby testify that I fully comply with local law with regards to the usage of any material from the CND program.

#### 2. Confidential Information

- 2.1. Confidential Information shall mean any technicalities, facts, knowledge or other data, including specifications, algorithms, calculations, formulae, processes, diagrams, drawings and all other confidential information of whatever nature relating to the material of CND Program (whether in written or oral, in any form or medium) disclosed by EC-Council to You in relation to CND Program.
- 2.2. The Confidential Information does not include information that:-
  - a. is or becomes publicly available other than as a result of a disclosure by EC-Council in breach of this letter agreement; was available to You prior to its disclosure by or on behalf of EC-Council hereunder; or

- b. is subsequently independently developed by EC-Council without use of Confidential Information

Information communicated in writing shall be deemed Confidential Information only if such information is clearly marked as "confidential."

### 3. Confidentiality Obligations

3.1. In consideration of the disclosure of Confidential Information by EC-Council to You, You shall agree to:-

- a. keep the Confidential Information confidential subject to the terms and conditions of this Agreement;
- b. shall not use the Confidential Information or any part of it for any purpose other than the purpose by which the CND program is employed;
- c. shall not disclose the Confidential Information or any part thereof to any person other than EC-Council and its authorized personnel, and You shall require that each such authorized personnel shall comply with confidentiality provisions no less onerous than those contained in this Agreement;
- d. refrain from using the newly acquired skills for illegal or malicious attacks and You will not use such tools in an attempt to compromise any computer system;
- e. as and when requested by EC-Council, You agree to commit to all acts and execute all documents as may be reasonably necessary to prevent any loss, misuse or unauthorised disclosure of the Confidential Information or any part of it;
- f. shall not take any copies or make any summaries or transcripts of the whole or any part of the Confidential Information save as is strictly necessary for the purpose and all such copies, summaries and transcripts shall be deemed to be,

and shall be clearly identified as being, Confidential Information;

- g. shall notify EC-Council immediately should You become aware that any Confidential Information has been disclosed to or is in the possession of any person who is not an authorised person of EC-Council;

- h. shall keep all Confidential Information in a safe and secure place and shall treat all Confidential Information in a manner which is no less secure than the manner in which it treats its own confidential and/or Confidential information and at least with reasonable care; and

3.2 All Confidential Information shall be deemed to be (and all copies thereof or of any part or parts thereof shall become upon the creation thereof) and shall remain the property of EC-Council.

### 4. Intellectual Property Rights

This Agreement shall not operate as an assignment to You of any patents, copyrights, registered designs, unregistered designs, trademarks, trade names or other rights of EC-Council as may subsist in or be contained in or reproduced in the Confidential Information and You shall not, nor shall any persons on your behalf, apply for any patent, or registration of any trade mark or design or any other intellectual property right, in respect of the Confidential Information or any part thereof.

### 5. No Express or Implied Warranty

- 5.1. EC-Council does not and cannot Warrant:
  - (i) that the performance or results that may be obtained by using software; or
  - (ii) that the software is appropriate for Your purposes or that is error free.
- 5.2. ACCORDINGLY, THE SOFTWARE AND ITS DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT

LAMINATION, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE / TOOL / ELECTRONICAL CODE REMAINS WITH YOU.

- 5.3. EC-COUNCIL MANIFESTS NO WARRANTIES AND/OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT THE ACCURACY, TIMELINESS OR COMPLETENESS OF THE CND PROGRAM, INCLUDING WITHOUT LIMITATIONS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EC-COUNCIL MAKES NO WARRANTY OF NON-INFRINGEMENT

## **6. Limitation of Liability**

- 6.1. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE, OR MALFUNCTION OF THIS SOFTWARE AND OTHER DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EC-COUNCIL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE DOCUMENTATION, EVEN IF EC-COUNCIL OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6.2. THIS CND TRAINING PROGRAM MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, NEITHER EC-COUNCIL NOR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL,

CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO, “, INABILITY TO ACCESS, OR ANY USE OF THE CONTENT OF ANY SITE(S) LINKED TO THIS SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES TO, OR VIRUSES OR TROJAN HORSES THAT MAY INFECT OR INVADE, YOUR PC EQUIPMENT OR OTHER PROPERTY, EVEN IF EC-COUNCIL IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 6.3. YOU AGREE TO HOLD EC-COUNCIL HARMLESS FROM, AND YOU COVENANT NOT TO SUE EC-COUNCIL FOR ANY CLAIMS BASED ON YOUR USE OF, OR YOUR INABILITY TO USE, THE TOOLS. YOU ALSO AGREE THAT YOU WILL PROTECT, INDEMNIFY, SAVE AND HOLD EC-COUNCIL HARMLESS FROM ANY AND ALL STIPULATIONS, ARREARS, LOSSES, EXPENSES, AND ASSERTIONS, AS WELL AS RATIONAL ATTORNEY’S FEES DECLARED AGAINST EC-COUNCIL, ITS REPRESENTATIVES, CUSTOMERS, AND ADMINISTRATION. NOW WITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

## **7. Indemnification**

- 7.1. EC-Council will not be held accountable for any damage or distress caused by the proper or improper usage of these materials, and makes no guarantee in regards to their operation or suitability for any specific purpose. In any event of misuse of CND tools supplied by EC-Council, You agree to indemnify EC-Council and its partners with respect to the said use or misuse, regardless of intent. EC-Council 04

7.2. You shall also indemnify and hold EC-Council and its subsidiaries, affiliates, officers, agents, trainers, ATCs, distributors, and employees harmless from any and all stipulations, arrears, losses, expenses, assertions any claim or demand, including attorney's fees, made by any third party due to or arising out Your use of the Tools/Information/Electrical Code, breach of the Terms, or violation of the rights of another.

## 8. Notices

8.1. All notices and other communications required or permitted hereunder shall be deemed duly given only when in writing, signed by or on behalf of the person giving the same, and either

(i) personally delivered (with receipt acknowledged),

(ii) sent by registered or certified mail, return receipt requested, postage prepaid, or

(iii) sent by overnight next business day courier, to the following addresses:

(Attention to: Jay Bavisi)  
International Council of E-Commerce  
Consultants  
101C Sun Avenue NE, Albuquerque,  
NM 87109 USA

or such other address as any party hereto shall have specified by notice in writing to the other party hereto.

8.2. All such notices and communications shall be effective:- a. when received or receipt refused if delivered by personal delivery or overnight courier, or b. upon three days following deposit in the mail if given by certified or registered mail, when delivered to the address specified above.

## 9. Miscellaneous

9.1. The terms constitute the entire agreement between You and EC-Council and govern Your use of the Tools / Information / Electrical Code, superseding any prior

agreements between You and EC-Council (including, but not limited to, prior versions of the Terms).

9.2. If You use the skills and knowledge learnt in the CND Program from locations outside the United States of America, You are responsible for compliance with applicable local laws, including, but not limited to, the export and import regulations of their countries.

9.3. This Agreement is made solely and specifically between the Parties for the benefit of EC-Council whose Confidential Information is disclosed under this Agreement. Except as stated in the foregoing sentence, this Agreement is not intended to be for the benefit of and shall not be enforceable by any other person whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise and You cannot declare yourself as a trustee of the rights under it for the benefit of any third party. Notwithstanding the foregoing, EC-Council may rescind or vary this Agreement without the consent of those persons that are given the right of enforcement under this Agreement.

9.4. This Agreement including the consequences and termination hereof and any proceedings pursuant hereto shall be construed in accordance with and governed by the Courts of State of New Mexico and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Courts.

9.5. These Terms and the CND Program could include inaccuracies or typographical errors. EC-Council may make improvements and/or changes to the Terms at any time without notice.

9.6. You shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of EC-Council. Any prohibited assignment or delegation the Applicant shall

be rendered null and void. 9.7. The failure of EC-Council to enforce or exercise any right or provision of the Terms does not constitute a waiver of such right or provision. In the event any provision of this Agreement is held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, provided that the expected economic benefits of this Agreement are not denied to either party.

This Legal Disclaimer constitutes a legal agreement between EC-Council and You and/or any business in which You have any legal equitable interest. If any portion of this agreement is deemed unenforceable by a court of competent jurisdiction it shall not affect the enforceability of the other portions of the agreement.

Placing Your signature in the space below shall signify that You have fully read, consented to and accepted all of the terms and conditions of this Agreement.

Signature:	Name:	Date:
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Please send the signed copy to the following address:

**International Council of E-Commerce Consultants  
101C Sun Avenue NE,  
Albuquerque, NM 87109**