

## **Eclipse Training Alliance® Certification Agreement**

Eclipse Training Alliance® ("ETA") is a renown training organization, closely cooperating with the Eclipse Foundation, and a registered trademark of WEIGLE WILCZEK GMBH Esslingen/Germany

### **1. Preamble**

The ETA Certification Program ("Certification Program") is designed to recognize personal knowledge and skill with respect to particular technologies. ETA has created a series of certification tests designed to objectively measure individual knowledge and skill with respect to a software. The credential conferred by the Certification Program delivers its greatest value to you only as long as the test is secure and continues to operate as a measure of personal knowledge and skill. ETA requires every candidate for ETA Certification to assist in maintaining the integrity and security of the Tests.

### **2. General**

2.1. You are required to read and click through the Certification Agreement immediately prior to taking a ETA Certification test, denoting your agreement that all work submitted by you in satisfaction of certification requirements. You may neither:

2.1.1. provide or accept improper assistance; nor

2.1.2. use unauthorized materials in attempting to satisfy certification requirements.

2.2. ETA requires you to comply with all testing regulations imposed by ETA or its test administration vendor, in connection with taking a ETA Certification test. ETA has a two-week minimum waiting period before you may attempt to re-take any test. In addition, you may not attempt to take a test more than three (3) times within any calendar year without written permission from the ETA Certification Program Manager.

### **3. Certification test**

3.1. The certification test means all test content and associated materials, including each item or question; each test component; any exercises, problems for resolution or assignments; any software or code associated with the assignment; any pre-test or practice tests or questions; your test answers and assignment solutions; and any user identification.

3.2. ETA owns all right, title and interest, including the copyright and other intellectual property interest, in and to the test; the test is considered ETA confidential and proprietary information. ETA does not grant you any right to use the test or any portion thereof other than for the sole purpose of sitting for and completing the test.

#### **4. Compliance with Testing Regulations**

- 4.1. ETA is willing to deliver the test to you only in accordance with this Agreement.
- 4.2. You agree that you will comply with all testing regulations required by ETA, including, without limitation, the policies located at ETA's certification web site (<http://www.eclipse-training.net/EN/certification/>) and the following:

##### **4.2.1. No Cheating**

You agree that all work submitted by you in completing the test and in satisfaction of the certification requirements, including test answers, assignments resolutions and personal registration information is entirely your own. You will neither:

- 4.2.1.1. provide or accept improper assistance; nor
- 4.2.1.2. use unauthorized materials in attempting to satisfy certification requirements.

##### **4.2.2. No Misconduct**

You have read ETA's Misconduct Policy presently located at ETA's certification web site and that you agree to comply with that policy. You agree that you will not

- 4.2.2.1. falsify your identity or impersonate another individual;
- 4.2.2.2. falsify any ETA certification certificates, identification cards or other test records;
- 4.2.2.3. engage in fraudulent conduct or misrepresent yourself as ETA certified when you have not successfully passed the test;
- 4.2.2.4. misuse or disclose to another your user identification or password for ETA's certification data base;
- 4.2.2.5. copy or reuse any test voucher or voucher number; or
- 4.2.2.6. engage in any other misconduct that could be considered by ETA, in its sole discretion, as compromising the integrity, security or confidentiality of the test or ETA's Certification Program.

#### **5. No Disclosure**

The content of all tests and test materials are proprietary and confidential information of ETA. You agree to maintain the confidentiality of that content for the duration of the life of the test as determined solely by ETA, but not longer than five (5) years from the date you sit for the test, and will not disclose, whether verbally, in

writing or in any media, that content or any part thereof. You shall return any test or part thereof to ETA upon completion of the test. You further agree not to request any other individual to disclose any test or any part thereof to you.

## **6. No Misuse of the Test**

You must not copy, publish, offer to sell, sell, publicly perform or display, distribute or otherwise transfer, modify, make derivative works thereof, reverse engineer, decompile, disassemble or translate any test or parts thereof.

## **7. Action for Noncompliance**

If ETA determines that you have failed to comply with the testing regulations in accordance with sections 4, 5 and 6 of this Agreement, ETA has the right to deny you any further participation in the test, revoke any pre-existing ETA certifications, your ETA Certified status and any other rights previously conferred on you by ETA, and to permanently bar you from any further participation in ETA's Certification Program.

## **8. Test Facilities**

8.1. ETA will issue a confidential user identification to you, and in order to access ETA's certification data base in which your test results will be stored, you will create your personal password to the data base when first accessing the data base. You will be responsible for maintaining the confidentiality of your user identification and password.

8.2. You agree to immediately notify ETA in writing at [info@WeigleWiczek.com](mailto:info@WeigleWiczek.com) in the event your user identification or password has been stolen, otherwise compromised or used by an unauthorized individual.

8.3. ETA may impose restrictions or regulations governing the use of any materials that you may bring into the testing area and/or refer to during the test. You agree to return any such testing material to ETA, as may be directed upon completion of the test.

8.4. ETA may impose requirements regarding use of the testing facility, such as restricted access or no smoking policies, and you agree to comply with any such facility requirements.

## **9. Certification and Logo License Agreements**

If you successfully pass the test, ETA may require that you enter into agreements which permit you to use the ETA Certified title subject to certain rights and obligations.

## **10. Kinds of Certifications**

10.1. ETA maintains multiple versions of any certifications to meet varying global demand for title versions and to offer IT professionals flexible certification options. ETA reserves the right to retire specific ETA certifica-

tion exams or titles for any reason and at any time. ETA's certification policy and program are subject to change without notice.

10.2. Certifications are based on a single version of software. The certification date and exam version appears on both a certificate and an identification card with the applicable certification title.

10.3. If you hold a basic certification, take advantage of these certification exam offerings to keep your certification current with a more recent version of software.

## **11. Disclaimer of Warranty**

11.1. ETA's products and services are provided to you "as is". ETA disclaims any and all express or implied conditions, representations or warranties, including any implied warranty of merchantability, fitness for particular purpose, employability or non-infringement.

11.2. You agree to instruct all third parties that the certification implies only that you have successfully passed the test. ETA assume no liability for third parties' damages insofar.

## **12. Limitation of Liability**

ETA will be liable in no event for any damages, such as lost revenue or profit, notwithstanding the liability according to the Product Liability Act, in the case of lack of guaranteed quality, willful misconduct, gross negligence or the breach of substantial duties, in particular damage to life, health or body. This does not constitute a shift of the burden of proof.

## **13. Data Privacy**

ETA will collect, store, process, use and manage both any personally identifiable data collected in the context of administering the test and any data collected from the test you have taken in order to administer the test to you, process and validate your test answers, provide the results of the test to you, provide the certification documents to you upon successful completion of the test, contact you with any certification satisfaction inquiries, and to administer ETA's certification programs, or as otherwise directed in writing by you to ETA. This data may be distributed outside ETA or its affiliated companies and may be transferred to ETA subsidiaries or affiliated companies in other countries as necessary for ETA's certification programs. ETA will maintain this data in a secure, password-protected data base controlled by ETA and accessible by authorized persons only, and will store this data only for the length of time necessary to complete the process listed above. ETA respects your desire for privacy and has established an Online Privacy Policy which you may access at the following URL: <http://www.> you may request a copy of or update your Personal Data by accessing the following URL: <http://www.>

#### **14. Miscellaneous**

14.1. This Agreement governs all certification tests offered by or on behalf of ETA.

14.2. No right, title or interest in or to any trademark, service mark, logo or trade name of ETA or its licensors is granted to you under this Agreement.

14.3. This Agreement has been written in English and shall be the governing version of the Agreement.

14.4. This Agreement is exclusively governed by the substantive laws of the Federal Republic of Germany without reference to the choice of laws rules thereof.