

OpenJS Foundation Certification and Confidentiality Agreement

The OpenJS Foundation is a project of The Linux Foundation. This Agreement is entered into between you and The Linux Foundation as of the date of your exam registration (the “Effective Date”), and sets forth, among other provisions, your requirements with respect to certain certification exams involving OpenJS Foundation offered by The Linux Foundation.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The Linux Foundation and you agree as follows:

1 Definitions

1.1 “Certification(s)” means any professional certification programs offered by The Linux Foundation on behalf of OpenJS Foundation.

1.2 “Program(s)” means the Certification programs offered by The Linux Foundation on behalf of OpenJS Foundation under this Agreement.

1.3 “Exam Proctoring Partner” means the entity engaged by The Linux Foundation to administer the applicable examination.

1.4 “Mark” means one of the trademarks and logos related to OpenJS Foundation, of the form “Openjs Node.js _____,” such as “OpenJS Node.js Application Developer.”

1.5 “Examination” or “Exams” means a test provided by The Linux Foundation, possibly through an Exam Proctoring Partner, which is used to determine whether to issue Certification(s).

2. Confidentiality and Intellectual Property Ownership

2.1 Confidentiality

The Linux Foundation makes exams available to you solely to test your knowledge of the exam subject matter for which you seek Certification. You are expressly prohibited from disclosing, publishing, reproducing, or transmitting any exam and any related information including, without limitation, questions, answers, worksheets, computations, drawings, diagrams, length or number of exam segments or questions, or any communication, including oral communication, regarding or related to the exam (known collectively as “Confidential Information”), in whole or in part, in any form or by any means, oral or written, electronic or mechanical, for any purpose.

Confidential Information includes the contents of the exam, which may not be disclosed as set forth above, including to any employee of The Linux Foundation not affiliated with OpenJS Foundation Certification Program. A disclosure of Confidential Information by any means in violation of this Agreement undermines the integrity and security of the Program. Information relating to current or future versions of OpenJS components, or other materials that are made available under an open source license, is not considered Confidential Information under this

Agreement.

2.2 Intellectual Property Ownership

Examination Materials are proprietary, confidential and copyrighted materials of OpenJS Foundation (except open source materials incorporated therein, which may have other copyright holders and are used pursuant to the applicable open source license). Violators of copyright law are subject to injunctions, civil liability, forfeiture of profits, punitive damages and other legal sanctions. The OpenJS Foundation will take appropriate legal action against you to protect The OpenJS Foundation's rights if you breach the provisions of this Section.

3. Certification

3.1 Certification Requirements

Certification is based upon a candidate meeting the minimum requirements of the Program, including achieving passing scores on required examinations in accordance with The Linux Foundation's testing guidelines. If you meet these requirements you will receive a certificate from The Linux Foundation signifying your accomplishment. Program requirements for Certification and renewal of Certification are available on The Linux Foundation website at <https://training.linuxfoundation.org> and include the requirements set forth in this Agreement.

Certification is only available for natural persons, not corporations or other legal entities. Should the candidate misuse any certificate or Mark, appropriate action may be taken in The Linux Foundation's sole discretion to resolve the case and prevent recurrence. You agree to comply with all of The Linux Foundation's requests and demands from time to time regarding your use of the Marks. Misuse may give rise to Certifications being withdrawn and legal action being taken in The Linux Foundation's sole discretion. (Use of Marks is defined in [Section 3.6.](#))

3.2 Certification Period

Certifications expire 36 months from the date that the Program certification requirements are met by a candidate. Candidates must meet Certification renewal requirements prior to the expiration date of their certification in order to maintain active certification. If Certification renewal requirements are not met before the expiration date, Certification will be deemed revoked without further action by The Linux Foundation and this Agreement shall terminate effective as of the expiration date, subject to the provisions of [Section 12.3.](#)

3.3 Program Changes

The Linux Foundation may, in its sole discretion, change the Program without notice. Such changes may include, without limitation, adding or deleting available Certifications and modifying Certification requirements, testing objectives, outlines, recommended training courses, and exams. It is your responsibility to keep informed of any such modifications and if applicable, to complete new requirements for maintaining and/or renewing Certification. If any OpenJS Foundation Certification requirements are modified, this Agreement and your OpenJS Foundation Certification may be terminated by The Linux Foundation without further notice, unless you adhere to any applicable OpenJS Foundation Certification requirements.

3.4 Certification Revocation

The Linux Foundation may revoke any Certification if you fail to comply with Certification renewal requirements or other Certification requirements. In addition, The Linux Foundation may, in its sole discretion, revoke any and all Certifications you may have earned and permanently ban you from earning future Certifications under any of the following circumstances:

- If you use profanity, threaten to harm, bully or in any way harass any employee or contractor of The Linux Foundation or any Exam Proctoring Partner (whether verbally or in writing, including through electronic communications or external web postings);
- If you breach the terms and conditions of this Agreement;
- If The Linux Foundation determines, in its sole discretion pursuant to [Section 6](#), that you have undertaken or participated in Exam Misconduct as defined in [Section 4.3](#) or violated the Professional Code of Conduct as defined in [Section 5](#);
- If you have been convicted of a crime that The Linux Foundation deems, in its sole discretion, in any way harms or affects the reputation, goodwill or security of The Linux Foundation, OpenJS Foundation, or the Program; or
- If you have lost or settled a civil case in which The Linux Foundation is the plaintiff and the claim arose from any alleged damage to The Linux Foundation, its brand, goodwill or reputation or the brand, goodwill or reputation of any project of The Linux Foundation including OpenJS Foundation.

3.5 Certification of Minors

If you are under the age of 16 years old, you are not eligible for testing or Certification. The Linux Foundation reserves the right to impose additional restrictions to comply with local data protection laws.

3.6 Use Of Trademark(s)

If you successfully pass an Exam and receive written indication from The Linux Foundation that you may use the Mark corresponding to the Exam, then The Linux Foundation grants you a nonexclusive revocable license to use that Mark for the purpose of indicating that you have achieved the Certification. The rules are:

- You shall not use the Mark for any purpose other than to indicate your status as having been Certified.
- The only person to use the mark will be you in your capacity as an individual; you will not allow its use by any other person or legal entity on your behalf.
- You agree that your use of the Mark may be terminated at any time if, in the sole discretion of The Linux Foundation, The Linux Foundation determines that you are in breach of this agreement.
- You agree to only use the Mark in the form provided to you by The Linux Foundation, and not to modify the color, text, proportions or other aspects of the Mark except for the size, which may be adjusted in even proportion.
- You agree not to take any action that might injure the brand image and/or goodwill embodied in the Mark, or in any other marks owned or licensed by The Linux Foundation, including without limitation the “OpenJS Foundation” trademark.

- You agree not to make partial or entire use of the Mark as part of your own name or business name, and will not combine the Mark with any other of your marks or logos.
- You agree that all right, title, and interest in the Mark shall remain with The Linux Foundation and that all use of the Mark by you will inure to the benefit of The Linux Foundation. You agree not to challenge the ownership or any other rights of The Linux Foundation in the Mark, or other marks licensed or owned by The Linux Foundation, including without limitation “OpenJS Foundation.”
- You will not file in any application or registration for any trademark that is similar or identical to the Mark or to any other marks owned by The Linux Foundation.
- You will abide by The Linux Foundation Trademark Usage Guidelines set forth at <https://www.linuxfoundation.org/trademark-usage/> as modified from time to time, with regards to all of your use of the Mark.

4. Examinations

4.1 Candidate ID and Consent to Photo, Video and Audio Recording

Candidates are required to provide a non-expired Primary ID that contains Candidate’s photograph, signature and full name (see acceptable forms of ID in the table below).

If the Candidate’s full name on their Primary ID contains non-latin characters, then the Candidate must ALSO provide a non-expired Secondary ID containing their full name in Latin Characters and signature, OR a notarized English translation of their Primary ID along with the non-latin character Primary ID.

Primary ID (non-expired and including photograph and signature)	Secondary ID (non-expired and including signature with Candidate name in Latin characters)
Passport Government-issued driver’s license/permit Government-Issued local language ID (plastic card with photo and signature) National Identity card State or province-issued identity card	Debit (ATM) Card Credit Card Health Insurance Card U.S. Social Security Card

Sanctioned Countries

Exams may be administered to citizens of a sanctioned country listed below PROVIDED the citizens are tested OUTSIDE the sanctioned country and their exam registration and current ID show an address OUTSIDE the sanctioned country.

- Cuba
- Iran

- Syria
- Sudan
- North Korea
- Crimea Region of Ukraine

Candidates must consent to having their photo taken and may be required to scan their government issued identification for the exam Proctoring Partner. These will be used for identity verification only and are not retained for any other purpose.

In addition, live audio and video of a candidate's testing session will be streamed to a remote proctor and may be stored for future reference.

4.2 Exam Rules and Policies

Candidates must start their exam no later than 15 minutes after the scheduled start time. If a candidate does not start their exam within 15 minutes of the scheduled start time, they will be automatically marked as a no-show and no refund or rescheduling will be allowed.

Candidates must also comply with the following rules and policies during the Exam, and the Proctor cannot release the Exam until the Candidate has indicated that they have read, understood and accept these rules and policies:

Testing Location Policy

- Room must be quiet, private and well lit
- Bright lights or windows should not be positioned behind the Candidate
- Testing from public spaces such as coffee shops, stores, etc. is not allowed
- No one other than the Candidate can be present in the room
- Desk must be clear of all notes and electronics

Rules During Exam

- Candidate should review the Exam content instructions that are presented.
- Candidate is not allowed to communicate with anyone other than the Proctor during the Exam.
- Candidate is not allowed to read the questions out loud, to themselves, during the exam
- Candidate is not allowed to leave their desk or step out of view of the webcam, unless he/she has been granted specific permission by the Proctor.
- Candidate is not allowed to eat, drink (except clear liquids as per rule below), or chew gum.
- Candidate is permitted to drink clear liquids from a label-free clear bottle or a clear glass.
- Candidate is not allowed to wear any electronic device in their ears, on their face or on their body.*
- Candidate is not allowed to have other applications or browser tabs/windows running except the one on which the Exam is being shown other than those which qualify under Policy on Tools and Resources During Exam section of this agreement (see below).

- Candidate is not allowed to look away from their Exam console screen for extended periods of time.
- Candidate must refrain from making excessive and/or repetitive noise.
- Candidate must refrain from covering their mouth and/or face.
- Candidate is not allowed to write or enter input on anything (whether paper, electronic device, etc.) outside of the Exam console screen.
- Candidates must comply with any requests from the Proctor. If Candidate fails to comply, the Exam will be terminated.

*unless medically necessary

Policy on Warnings and Exam Terminations

- Certain kinds of violations will result in a warning from the Proctor, while certain other violations result in IMMEDIATE TERMINATION OF THE EXAM WITHOUT WARNING.
- If a warning is issued by the Proctor, the Exam will be paused until the Candidate is able to amend or resolve the observed violation.
- If a Candidate is found to be in violation of the same rule more than twice or is found to be in violation more than four times on any combination of rules, the Exam will be terminated immediately.
- The following actions result in IMMEDIATE TERMINATION OF THE EXAM WITHOUT WARNING:
 - Candidate refuses to comply with a Proctor request.
 - Candidate is observed to be copying Exam content, whether with software, external device(s), manual transcription, or other means.
 - Candidate steps out of view of the webcam for extended amount of time without the Proctor's permission.
 - Someone other than the Candidate is observed to complete or assist with any part of the Exam.
 - A discrepancy exists between the input on a Candidate's screen and the Candidate's observed activity.

Policy on Tools and Resources During Exam

During the exam, candidates may open an additional browser tab to access Node.js documentation and the documentation of any Node.js ecosystem modules used. Candidates may not access Stack Overflow (www.stackoverflow.com), Stack Exchange (www.stackexchange.com), Server Fault (www.serverfault.com) or Super User (www.superuser.com).

All questions may be answered with Node.js core API's or with any Node.js libraries/frameworks of the candidates choosing

The following resources are forbidden during the Exam:

- Communications with other candidates or outside resources
- Use of devices other than the exam desktop
- Notes
- Notepads (other than what's provided within the exam browser tab)
- Course manuals
- Devices external to computer on which they are taking the exam, including but not limited to: mobile phones, PDAs, wearable computers, smart glasses, smart watches
- Exam-specific assets, meaning those created by (or with the assistance of) those with prior exposure to the exam content and for the purpose of providing specific assistance to a candidate taking the Node.js exam.

4.3 Exam Misconduct Policy

Candidates engaging in Exam Misconduct, as defined below, will not be allowed to complete the Exam or receive an exam result. Such candidates will also be barred from taking any other OpenJS Foundation Certification Exam and if applicable, will have any active OpenJS Foundation Certification(s) withdrawn. Refunds will not be given and rescheduling will not be allowed in event of early termination of an exam due to misconduct. Misconduct may, at any time, result in application of the sanctions specified in [Section 6](#). You shall adhere to all Program rules and shall not engage in any action to subvert, or attempt to subvert, the examination process ("Exam Misconduct") including but not limited to:

- Failing to comply with the Exam Rules and Policies as listed in [Section 4.2](#).
- Disseminating actual exam content by any means, including, but not limited to, web postings, formal or informal test preparation or discussion groups, chat rooms, reconstruction through memorization, study guides, or any other method, as well as providing exam content or information to any person not expressly authorized by The Linux Foundation to receive such content or information (including but not limited to an employee of The Linux Foundation who is not part of the Certification Program staff).
- Copying or otherwise transferring, modifying, making derivative works of, reverse engineering, decompiling, disassembling, or translating any Exam or any part thereof.
- Seeking and/or obtaining unauthorized access to examination materials (this includes using recollections of others of materials from previous administration of any Exam, a.k.a. braindump material, and/or any unauthorized publication of Exam questions with or without answers).
- Using falsified or altered certificates, score reports, or other documents or electronic media to misrepresent Certification status.
- Allowing another person, or an organization in which you are not actively involved, to use your certification credentials to obtain employment or promotions.
- 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.
- Giving, receiving, or obtaining unauthorized assistance during the examination or attempting to do so.
- Making notes of any kind during the Exam, whether on paper or via digital means - other than the online note taking tool provided within the exam delivery browser tab.

- Possession of non-authorized items during the Exam.
- Accepting or providing improper assistance on your Exam or Exams taken by others.
- Removing or attempting to remove Exam material (in any format).
- Intentionally or otherwise repeatedly causing a disturbance of any kind during the Exam.
- Tampering with the exam server and its environment or attempting to use it for any function other than taking a OpenJS Foundation Exam.
- Modifying and/or altering the results and/or score report for this Exam or any other Exam record.
- Violating the Exam retake policy described at the [Linux Foundation website](#).
- Using computer scripts to register for Exams.
- Misconduct as determined by Data Forensics as defined in [Section 4.4](#).
- Failing to adhere to any policy, procedure, rule, or instruction of The Linux Foundation or any Exam Proctoring Partner.
- Using profanity, threatening to harm, bully or in any way harass any employee or contractor of The Linux Foundation or any Exam Proctoring Partner (whether verbally or in writing, including through electronic communications or external web postings).
- Otherwise violating the terms of the Agreement.

4.4. Accuracy and Integrity of Examination Process

Upon completion, exams are scored automatically and a score report will be made available within **3 business days**. The Linux Foundation and/or the Exam Proctoring Partner will review your exam record for scoring accuracy, for evidence of possible misconduct, and for response patterns that may suggest that your scores do not represent a valid measure of your knowledge or competence as sampled by the examination (measurement error). The Linux Foundation will use statistical analyses of exam data (“Data Forensics”) to identify patterns indicative of test fraud, including cheating and piracy. The Linux Foundation reserves the right to invalidate your exam score and certification result if review of your exam record reveals scoring inaccuracies (attributable to The Linux Foundation or the Exam Proctoring Partner) or response patterns indicative of possible misconduct or measurement error. If The Linux Foundation determines that an Exam score is invalid due to issues that are beyond the control of the candidate, the candidate will be advised of options to retake the Exam at no charge.

4.5 Special Needs

If candidates have special needs that need to be taken into account in the exam environment, they must notify The Linux Foundation two weeks in advance so any accommodating measures can be communicated to the Exam Proctoring Partner.

5. Professional Code of Conduct

Candidates, before and after Certification, shall:

- Perform duties with objectivity, due diligence and professional care.
- Access private information on computer systems only when it is necessary in the course of technical duties. Maintain the privacy and confidentiality of information obtained in the

course of your activities unless disclosure is required by legal authority. Such information shall not be used for personal benefit or released to inappropriate parties.

- Provide service in your areas of competence, being honest and forthright about any limitations of your experience and education. Maintain competency in your respective fields and agree to undertake only those activities you can reasonably expect to complete with the necessary skills, knowledge, and competence.
- Strive to ensure the necessary integrity, reliability, and availability of the systems for which you are responsible.
- Design and maintain each system in a manner consistent with the purpose of the system to the organization.
- Inform appropriate parties of the results of work performed including the disclosure of all significant facts known to you that, if not disclosed, may distort the reporting of the results.
- Not engage in deceptive financial practices such as bribery, double billing, or other improper financial practices.
- Obey all laws governing your work, unless, in exceptional circumstances, such compliance is inconsistent with the public interest.
- Promote no interest adverse to your employer or client, unless a higher ethical concern is being compromised; in that case, inform the employer or another appropriate authority of the ethical concern.
- Avoid entering into conflicting obligations with one client, such as obligations of confidentiality, availability for work, or otherwise, which conflict with obligations to another client.
- Not unlawfully discriminate or knowingly permit unlawful discrimination on the basis of race, national origin, sex, sexual orientation, religion, age or disability in: (1) hiring, promoting, discharging, or otherwise determining the conditions of employment of any person; or (2) accepting or terminating representation of any client.
- Identify, document, and report significant issues of social concern, of which you are aware, in software or related documents, to the employer or the client.
- Ensure that you have no other professional or contractual obligations that are inconsistent with this Professional Code of Conduct.

6. Exam Misconduct and Professional Code of Conduct Violations

If The Linux Foundation, in its sole discretion, determines that you have engaged in Exam Misconduct (as specified in [Section 4.3](#)) or violated the Professional Code of Conduct (as specified in [Section 5](#)), you will receive written notice of the violation(s) and sanctions. It will be your sole responsibility to ensure that The Linux Foundation has your current postal address and email address and any notice by The Linux Foundation will be effective upon sending to the last postal address and/or email address you provided to The Linux Foundation. In determining what sanctions to apply, The Linux Foundation will consider the circumstances of the violation, including information related to the frequency of violations and their implications on the security of exam content and on the reputation of the Certification Program. Sanction decisions may

include, but will not be limited to, cancellation of your exam score, a temporary or permanent ban on future examinations of The Linux Foundation (including without limitation OpenJS Foundation) and the cancellation of previously earned Certifications of The Linux Foundation (including without limitation OpenJS Foundation).

7. Appeals

In the event that sanctions are imposed pursuant to [Section 6](#), or your exam score is invalidated pursuant to [Section 4.4](#), you will have **thirty (30) calendar days** from the date of your notification letter to file an appeal. If you believe you have valid grounds for an appeal, please contact The Linux Foundation within the appeals period and submit a Certification Appeals Submission Form as instructed in the notification letter. Incomplete submissions will not be considered nor will requests be received after the **thirty (30) calendar day** period. If The Linux Foundation determines that a request for appeal is filed within the allowable time, the submission follows required guidelines for consideration and the original sanction and invalidation decision is upheld by The Linux Foundation, such appeal and the information submitted by you will be forwarded to the Certifications Appeals Committee of The Linux Foundation for consideration. You may expect to receive a written response from The Linux Foundation **within approximately ninety (90) calendar days** after the Appeals Committee meets. Decisions rendered by the Appeals Committee are final.

8. Term and Termination

8.1 Term

The Agreement commences when you first accept this Agreement and shall remain in effect until terminated pursuant to its terms.

8.2 Termination for Convenience

Either you or The Linux Foundation may terminate this Agreement at any time, with or without cause, **upon thirty (30) days written notice** to the other.

8.3 Termination By The Linux Foundation

The Linux Foundation may, in its sole discretion, terminate this Agreement at any time if you breach any of the material terms of this Agreement (including, without limitation, the terms set forth under Exam Misconduct in [Section 4.3](#) or Professional Code of Conduct in [Section 5](#)), or if you violate or fail to meet any Program requirements.

8.4 Notice of termination

All notices of termination must be made in accordance with the notice requirements set forth in [Section 12.6](#) below. The Linux Foundation will provide you written notice of termination at your last known address. Termination notices sent by The Linux Foundation are effective as of the date set forth in the notice. Written notices of termination directed to The Linux Foundation are effective upon receipt by The Linux Foundation. The Linux Foundation, without waiving its right to immediately terminate this Agreement, may provide you with **thirty (30) days notice to correct** any default if this Agreement is terminated under [Section 8.3](#). If The Linux Foundation permits

such a cure period, your failure to cure any default within the cure period shall automatically cause the termination of this Agreement without further notice.

8.5 Effect of Termination

Upon the termination of this Agreement or The Linux Foundation's revocation of your Certification, you shall immediately cease to represent yourself as Certified by the OpenJS Foundation and you must cease all uses of any Mark.

9. Limitation of Liability

IN NO EVENT WILL THE LINUX FOUNDATION'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED AMOUNTS PAID BY YOU PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL THE LINUX FOUNDATION BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF THE LINUX FOUNDATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. THE LINUX FOUNDATION'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE DOLLAR AMOUNT OF THE PAYMENTS MADE BY YOU TO THE LINUX FOUNDATION FOR CERTIFICATIONS.

10. Privacy and Delivery of Certification Information to Third Parties

You acknowledge that your personal information, including, without limitation, your photograph, signature, biometric data or any other personally identifying data will be collected from you by The Linux Foundation or its authorized agents, including, without limitation, any Exam Proctoring Partner, and you agree to allow The Linux Foundation and/or its agents to gather and store this information. Your personal information may be shared outside The Linux Foundation and its authorized third party vendors under the following conditions and you consent to such disclosure by your execution of this Agreement:

- i. **Verification of Certification.** The Linux Foundation often receives requests from third parties, particularly employers, to verify an individual's Certification status. The Linux Foundation may, but has no obligation to, provide such information about your Certification status to others. The Linux Foundation provides such information as a courtesy to you, and you agree that The Linux Foundation has no liability for providing this information.

In response to verification inquiries that are submitted against a specific Certificate ID number and that include the Last Name corresponding to that certificate, The Linux Foundation will disclose the **candidate name, certification title and status, and date of certification** for that Certificate ID.

YOU HEREBY AUTHORIZE THE LINUX FOUNDATION TO DISCLOSE YOUR NAME,

CERTIFICATE ID AND TITLE, THE DATE UPON WHICH SUCH ACHIEVEMENT WAS MADE, AND STATUS AS BEING ACTIVE OR INACTIVE, TO ANY PERSON OR ENTITY THAT MAKES A REQUEST TO THE LINUX FOUNDATION REGARDING A SPECIFIC CERTIFICATE ID NUMBER, PROVIDED THAT THE REQUEST ALSO INCLUDES THE LAST NAME THAT CORRESPONDS TO THAT CERTIFICATE ID.

- ii. **Data Sharing.** The Linux Foundation may also share personal data provided by the candidate and details of examination scores with a third party, including Exam Proctoring Partners, in order to administer the Exams, to improve the testing program and experience, to facilitate statistical analyses, and to determine if Candidate passed the Exam.
- iii. **Limited Disclosure.** The Linux Foundation may share your information in the following ways: (a) to comply with the law or legal process (such as responding to subpoenas or court orders), (b) to exercise our legal rights or defend against legal claims related to this Agreement, (c) to investigate, prevent, or take action regarding illegal activities, suspected or potential fraud, and brand protection matters (such as use of OpenJS Foundation's trademark without a license), (d) situations involving potential threats to the physical safety of any person, or (e) as otherwise provided under the terms of the then-current Privacy Policy of The Linux Foundation.

Candidate Information may be transmitted or otherwise transferred outside of the country or geographic region in which you reside or in which you took any certification examination of The Linux Foundation. You are aware that data protection regulations in other countries, including, without limitation, the United States of America, may not fully correspond with data protection regulations in your region and may provide less effective protection.

11. Assignments

You may not assign any rights, licenses or obligations received under this Agreement to anyone. Any attempted assignment in violation of this Agreement is null and void and without effect.

12. Miscellaneous

12.1 Waiver and Modification

You waive any right to challenge the validity and enforceability of this Agreement on the grounds that it was transmitted and entered into electronically. You agree that entering into the Agreement electronically is equivalent to signing the Agreement. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by both you and The Linux Foundation.

12.2 Severability

If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the provision, and the remainder of this Agreement will continue in full force and effect.

12.3 Survival

Sections 2 (Confidentiality and Intellectual Property Ownership), 3.4 (Certification Revocation), 4.3 (Exam Misconduct Policy), 6 (Exam Misconduct and Professional Code of Conduct Violations), 8.5 (Effect of Termination), 9 (Limitation of Liability), 10 (Privacy and Delivery of Certification Information to Third Parties), and 12 (Miscellaneous) will survive any termination of this Agreement.

12.4 Controlling Law and Jurisdiction

This Agreement will be governed exclusively by the internal laws of the State of Oregon, without reference to: such State's principles of conflicts of law; the 1980 United Nations Conventions on Contracts for the International Sale of Goods; or other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts in Oregon.

12.5 Entire Agreement

This Agreement constitutes the entire agreement between you and The Linux Foundation with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

12.6 Notices

All notices sent or required to be sent shall be in writing or by e-mail to the other party at the address for the other party set forth below. It shall be your sole responsibility to ensure that The Linux Foundation has a current address for you.

13. Confirmation

By indicating your acceptance of the terms and conditions of this Agreement, you hereby represent to The Linux Foundation that you: (1) have read and understood the terms of this agreement; and (2) are 16 years of age or older. Certification is not permitted for candidates under 16 years old. You acknowledge that The Linux Foundation is relying upon such representations in granting certification. The Linux Foundation shall have the right to deny certification should you fail to meet these requirements or in the event otherwise prohibited by law.