

**CAUTION: BY SELECTING THE "I AGREE" BUTTON BELOW YOU ARE AGREEING TO THE TERMS AND CONDITIONS LISTED BELOW, INCLUDING THE ORACLE CERTIFICATION PROGRAM CANDIDATE AGREEMENT. THESE TERMS ARE ENTERED INTO BY YOU AND ORACLE AMERICA, INC.**

**YOU MAY TAKE THE CERTIFICATION EXAM ONLY IF YOU AGREE TO THESE TERMS AND CONDITIONS. IF YOU ARE NOT WILLING OR ARE NOT ABLE TO AGREE TO SUCH TERMS AND CONDITIONS, SELECT "EXIT" BELOW.**

## **REMOTE PROCTORING AND EXAM RULES**

You, your computer and workspace will be monitored in real time by one or more proctors during your exam session by video and audio to ensure that you are complying with Oracle's Certification Exam rules. Oracle will not record your likeness or workspace during the exam. You acknowledge and agree that exam misconduct, as determined by Oracle, may be grounds for exam failure and any criminal behavior observed by Oracle may be reported to the appropriate law enforcement authorities.

If any third parties are present in your exam location, as detected by video and/or audio observation, your exam will end and you will not receive any exam score, refund or credit of any kind.

You agree to comply with the ID Requirements, Testing Space, Timing & Check-In, Reschedule Policy and Cancellation Policy terms listed at <https://education.oracle.com/oracle-oci-exam-prep>.

## **ORACLE® CERTIFICATION PROGRAM CANDIDATE AGREEMENT**

**Oracle Technology Systems (Kenya) Limited** ("Oracle") and you ("You" or "Your") hereby agree that the following terms and conditions (the "Agreement") govern your participation in the Oracle Certification Program ("Certification Program").

### **1. DEFINITIONS**

"Certification Designation" shall mean the specific Certification Program certification designation granted to You upon successful completion of and compliance with the Certification Requirements for the applicable product line or technology as specified in this Agreement.

"Certification Exam" or "Test" shall mean the applicable certification test for the particular product line or technology 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 Designation and use the Logo in accordance with the terms of this Agreement.

"Logo" shall mean the specific Certification Program logo and digital badge designated for one of the following Certification Designations you have earned: Oracle Certified Associate, Professional, Master; and/or Expert, PeopleSoft Certified Professional; and Siebel Certified Professional and/or Consultant.

"Certification Program Website" shall mean the Certification Program website located at <https://www.oracle.com/education/certification>.

### **2. CERTIFICATION**

2.1 Certification Requirements. In order to use a Certification Designation, You must:

- ◆ pay the applicable exam fees if applicable ;
- ◆ accept the terms and conditions of this Agreement before registering for each Certification Exam;
- ◆ pass all required exams and complete any hands-on course requirements (including Learning Path requirements) specified on the Certification Program Website for the applicable Certification Designation;
- ◆ comply with any additional requirements specified on the Certification Program Website for the applicable Certification Designation;
- ◆ keep contact information up to date with the Certification Program (including, without limitation, maintaining an updated profile in Oracle's system so that you may access exam results and for other purposes);
- ◆ meet all of the Certification Program's continuing certification requirements specified on the Certification Program Website for the applicable Certification Designation.

2.2 Modification to Certification Requirements or the Certification Program. Oracle reserves the right to change the Certification Program, without cause or notice, including but not limited to changing Certification Requirements; specifying an expiration of any Certification Designation; changing recommended and/or required training courses; and changing test objectives, test content, test passing score, test item type, time allowed for test, and test delivery platform for any Certification Exam. Furthermore, Oracle may, without cause or notice, require You to update Your Certification Designation by requesting You to re-take any or all applicable Certification Exams and/or execute a new version of this Agreement with Oracle. The most current Certification Requirements for Your applicable Certification Designation may be found on the Certification Program Website.

2.3 Certification Title Grant. Upon completion of the applicable Certification Requirements and subject to the terms of this Agreement, Oracle grants You a non-exclusive, non-transferable, non-assignable, non-sublicensable, personal, revocable right to designate Yourself with the applicable Certification Designation. You may use that Certification Designation only to promote Your qualifications related to the use of the applicable product line or technology and for no other purpose.

2.4 Logo Rights and Restrictions. Upon completion of the applicable Certification Requirements and subject to the terms of this Agreement, Oracle grants You a non-exclusive, non-transferable, personal right to use the Logo on Your resume, business cards, marketing collateral, letterhead, website and via social media solely in connection with Your provision of services in relation to the Oracle product line or technology for which You have a current, valid Certification Designation. You are granted no other right, title, or license to the Logo or any other Oracle trademarks or logos.

You agree that the Logo is owned solely and exclusively by Oracle. You will not, at any time during term or after the termination of this Agreement, register or attempt to register the Logo (or any mark confusingly similar thereto), or claim any interest in, contest the use of, or otherwise adversely affect the validity of the Logo anywhere in the world. You agree not to interfere with or bring any kind of action or legal or administrative proceeding in relation to the rights and title of Oracle in or to the Logo or any other Oracle trademarks or logos.

2.5 Certification of Minors. If you are under the age of 18, you must have a copy of the Oracle Certification Program Agreement Minor Parent/Guardian Signature Page signed by yourself and your parent or legal guardian before taking any Certification Exam. You must transmit the signed Agreement to Oracle to the email address provided on the Parental/Guardian signature page. You may access this the required signature page at [https://education.oracle.com/file/general/minor\\_candidate\\_agreement\\_signature\\_page.pdf](https://education.oracle.com/file/general/minor_candidate_agreement_signature_page.pdf).

Minors are not eligible to complete their Certification Exam until the Oracle Certification Support team sends you an email confirming receipt of the signed Agreement. Certification Exams completed by a minor without the signed Agreement by a Parent/Guardian, are void and invalid. Minors under the age of 13 are not eligible for the Certification Program.

2.6 Term. Subject to the terms of this Agreement, the Agreement shall remain in effect so long as You comply with its terms.

- 2.7 Termination. You may terminate this Agreement at any time upon written notice to Oracle. Oracle reserves the right to terminate this Agreement for cause and revoke Your Certification Designation at any time upon written notice to You (sent to Your last known mailing and/or email address). Cause for Termination shall include, (i) any breach of this Agreement which remains uncured for 30 days following notice of the breach by Oracle, (ii) Oracle'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 Designation, 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.
- 2.8 Verification of Candidates. Oracle reserves the right to use any reasonable methods for the purpose of verifying the identity of Certification candidates, including, without limitation, the use of challenge questions, identification numbers, photographic verification, and signature verification.

### 3. COMPLIANCE WITH TESTING REGULATIONS

You agree to comply with all testing regulations required by Oracle and/or Oracle's authorized contractors administering the Certification Exam including, without limitation, the policies listed below.

- 3.1 No Cheating. You agree that all work submitted by You in completing the Certification Exam and in satisfaction of the Certification Requirements, including Certification Exam answers, assignments, resolutions and personal registration information is entirely Your own. You will neither: (i) provide nor accept improper assistance; nor (ii) use unauthorized materials in attempting to satisfy Certification Requirements (including unauthorized certification content provided by third parties).
- 3.2 No Misconduct. You agree that You will not (i) falsify your identity or impersonate another individual; (ii) forge any Certification Designation certificates, Certification Exam score reports, identification cards or any other Certification 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, member site username and/or password or any other Certification Program identities; (v) copy, resell, distribute or misuse any Certification Exam voucher(s) or any other Certification Exam discount; (vi) use any Certification Exam vouchers obtained from an unauthorized source; or (vii) engage in any other misconduct that could be considered by Oracle, in its sole discretion, as compromising the integrity, security or confidentiality of the Certification Exam or the Certification Program.
- 3.3 No Disclosure. You understand and agree that the Test is Oracle's confidential and proprietary information. You agree to maintain the confidentiality of the Test and not disclose, whether verbally, in writing or in any media, the contents of the Test or any part of the Test. Further, You agree not to request any other individual to disclose any Test or any part thereof to You.
- 3.4 No Misuse of the Test. 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.
- 3.5 Certification Exam Vouchers. Oracle and its testing providers do not guarantee the authenticity of Certification Exam vouchers obtained from anyone other than Oracle's authorized resellers. Oracle will not compensate candidates for counterfeit and/or unauthorized Certification Exam vouchers.
- 3.6 Retake Policy. You agree to comply with Oracle's Certification Exam retake policy when retaking any Certification Exam that You previously failed. Retaking a passed Certification Exam is prohibited. The [retake policy](#) is available on the Certification Program website.
- 3.7 Certification Exam Materials. Oracle 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 return any such examination material to Oracle or the testing

partners, as may be directed upon completion of the Certification Exam.

#### **4. ORACLE ACTION FOR NONCOMPLIANCE**

You understand and agree that, if for any reason and at its sole discretion, Oracle believes Your exam result does not accurately reflect Your true knowledge or mastery of the subject matter of the Test and/or that You have violated the compliance terms set forth in Section 3, Oracle has the right (without refund of any kind) to deny You any further participation in the Test, cancel a passed Test result, revoke any pre-existing Oracle certifications, your Oracle Certified status and any other rights previously conferred on you by Oracle, and to permanently bar You from any further participation in Oracle's certification program.

#### **5. REPRESENTATIONS AND WARRANTIES**

- 5.1 By You. You represent and warrant that (i) You will refrain from any conduct that could reflect unfavorably on or may harm the goodwill and reputation of Oracle or its products and (ii) You shall not make any representation, warranty or promise on behalf of or binding upon Oracle.
- 5.2 Disclaimer. ORACLE 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. ORACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF ANY THIRD PARTY RIGHTS.

#### **6. PRIVACY**

**Privacy:** You agree that Oracle may collect and process your personal information in connection with Your participation in the Certification Program. You also agree that Oracle may collect and process the personal information You have entered into the command prompt when participating in the Certification Program, for security and fraud prevention purposes. With respect to such personal information, Oracle will abide by the Oracle Privacy Policy, a current version of which is set forth at <http://www.oracle.com/html/privacy.html> and in accordance with such other terms as may be agreed by the parties during the exam registration and delivery process. The Oracle Privacy Policy is subject to change at Oracle's discretion; however, Oracle changes to the Oracle Privacy Policy will not materially reduce the level of protection provided to such personal information under this Agreement.

You agree that Oracle may engage Oracle affiliates and third party subcontractors to assist in delivering the Certification Program. Please note that Oracle's test delivery vendor may gather certain information on behalf of Oracle for purposes of test delivery and security, including photographic and other personal information. The vendor may also request to contact You directly about their products and services. However, providing any consent relating to the collection and use of your personal information is optional, and You should review any third party privacy policies to address Your particular needs and concerns.

Some Oracle partner programs require partners to employ a minimum number of employees who have Certification Designations. Therefore, the revocation of any Certification Designation may result in loss of partner program benefits. If You are, or become, employed by an Oracle partner (as identified by You and/or as evidenced by Your use of Your employer's email domain), Oracle may provide information to such partner about Your Certification exam performance and/or Certification Designation status (including information regarding any revocation by Oracle of your Certification Designation).

#### **7. INDEMNIFICATION**

You agree to indemnify, defend and hold Oracle harmless against any losses, liabilities, damages, claims and expenses (including attorneys' fees and court costs) arising out of any claims or suits, whatever their nature and however arising, in whole or in part, which may be brought or made against Oracle, or its affiliates, officers, employees or assigns, in connection with: (i) any personal injury, property damage or other claims which are caused, directly or indirectly by any negligent act, omission, illegal or willful misconduct by You, (ii) Your use or misuse of Certification Designation and/or the Logo; (iii) Your use or misuse of Oracle's confidential information; and/or (iv) Your breach of any obligations or warranties under this Agreement.

## 8. LIMITATION OF LIABILITY

8.1 Liability. The Certification Exam may be administered by an independent testing vendor. You acknowledge and agree that Oracle shall have no liability to You for any claim in any way related to the Certification Exam, including but not limited to registration, the testing environment, delivery of the Certification Exam, exam fees, and the accuracy, timeliness or reporting of Certification Exam results.

8.2 Damages. ORACLE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF PROFITS, REVENUE, DATA OR USE. ORACLE'S LIABILITY FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE FEES PAID TO ORACLE UNDER THIS AGREEMENT.

## 9. INDEPENDENT CONTRACTOR

You acknowledge that both parties are independent contractors. You will not represent Yourself as an agent, employee, consultant, contractor or legal representative of Oracle or any subsidiary thereof, based upon this Agreement.

## 10. CONFIDENTIALITY AND OWNERSHIP

10.1 Confidential Information. The Certification Exam (including without limitation, questions, answers, worksheets, computations, drawings, diagrams, length and number of exam segments and/or questions, or any communication related to the Certification Exam) is the confidential property of Oracle ("Confidential Information") and is made available to You for the sole purpose of testing your knowledge in the technical area referenced in the title of the applicable Certification Exam.

10.2 Protection. You agree (i) to hold Confidential Information in confidence and take all reasonable precautions to protect it; (ii) not to use Confidential Information at any time during the term or after the termination of this Agreement; except as provided herein; and (iii) that You shall not disclose, publish, reproduce or transmit any Confidential Information to any third party, in any form, including without limitation, verbal, written, electronic or any other means for any purpose.

10.3 Ownership. Oracle retains all rights, title and interest in and to all information, content and data contained in Certification Exams and all copyrights, patent rights, trademark rights and other proprietary rights thereto provided by Oracle under this Agreement.

## 11. GENERAL

11.1 This Agreement is governed by the laws of Kenya and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in Kenya in any dispute arising out of or relating to this Agreement.

11.2 Severability and Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the other provisions of this Agreement shall continue in full force and effect. Except for actions for nonpayment or breach of Oracle's intellectual property or other proprietary rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has accrued.

11.3 No Assignment. You may not assign your rights and/or obligations, in whole or in part, under this Agreement to any third party. Any such attempted assignment shall be null and void.

11.4 Survival. Provisions that survive termination or expiration of this Agreement include those pertaining to limitation of liability, indemnification, nondisclosure, and others which by their nature are intended to survive.

11.5 Entire Agreement. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.