	AI CERTs	Approved By: Mr. Chintan Dave
	Candidate Agreement	Certification Director
Date: 8 th Jan 2024		

AI CERTs Certification Candidate Agreement

CAUTION: BY SELECTING THE "AGREE" BUTTON, YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THE AI CERTs CERTIFICATION PROGRAM CANDIDATE AGREEMENT. YOU MAY TAKE THE CERTIFICATION TEST(S) ONLY IF YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE NOT WILLING OR ARE UNABLE TO AGREE TO THESE TERMS, SELECT "EXIT" AND INFORM YOUR PROCTOR; YOU WILL NOT BE ALLOWED TO TAKE THE CERTIFICATION EXAM(S).

AI CERTs and you ("You" or "Your") agree to the following terms and conditions governing your participation in the AI CERTs Certification Program ("Certification Program").

1. DEFINITIONS


- **"Certification Designation"**: The specific AI CERTs Certification awarded upon successful completion of and compliance with the Certification Requirements for the applicable certification.
- **"Certification Exam" or "Test"**: The certification test for the certification you have registered for.
- **"Certification Requirements"**: The requirements specified for earning and maintaining the Certification Designation, including the use of logos, as detailed in this Agreement.
- **"Logo"**: The specific Certification Program logo associated with the AI CERTs designation you have earned.
- **"Certification Program Website"**: The official website for AI CERTs Certification Program: <https://aicerts.ai>

2. CERTIFICATION

2.1 Certification Requirements.

To use a Certification Designation, you must:

- Pay the applicable exam fees.

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- Accept the terms and conditions of this Agreement before completing each Certification Exam.
- Meet the requirements listed on the AI CERTs Certification Program Website for the applicable designation.
- Keep your contact information up to date in AI CERTs' system to access exam results and for other purposes.
- Meet the continuing certification requirements specified by AI CERTs for your certification designation.

If at any point you are unable to meet the requirements, you must notify the certification body promptly.

2.2 Changes to Certification Requirements.

AI CERTs reserve the right to modify the Certification Program, including but not limited to the certification requirements, exam content, scoring, and eligibility criteria. These updates may require you to re-take exams or accept updated versions of this Agreement.

2.3 Certification Title Grant.

Upon meeting the Certification Requirements and receiving your Certification Welcome Kit, AI CERTs grant you the right to use the applicable Certification Designation for the promotion of your qualifications related to the certification.

2.4 Logo Rights and Restrictions.


Upon completion of the Certification Requirements, AI CERTs grant you the right to use the Certification Logo on resumes, business cards, and other marketing materials. You may not use the logo in ways that would damage AI CERTs' reputation. Logo usage is governed by AI CERTs' **Logo Usage Guidelines**. AI CERTs retains full ownership of the logo and reserves the right to revoke its use at any time.

2.5 Term and Withdrawal.

This Agreement remains in effect as long as you comply with its terms. You may terminate the Agreement at any time with written notice. AI CERTs reserves the right to terminate this Agreement and revoke your certification if you breach any of the terms.

2.6 Suspension.

Your certification and logo usage may be suspended if you misuse your certification. During suspension, corrective actions may be required. If the issue is not resolved, AI CERTs may revoke your certification.

	AI CERTS	Approved By: Mr. Chintan Dave
	Candidate Agreement	Certification Director
Date: 8 th Jan 2024		

2.7 Candidate Verification.

AI CERTs reserves the right to verify the identity of certification candidates through reasonable methods, including challenge questions, photographic verification, and signature verification.

3. COMPLIANCE WITH TESTING REGULATIONS

You agree to comply with all testing regulations, including but not limited to the following:

3.1 No Cheating.

You confirm that all work submitted during the Certification Exam is your own and that you will not provide or accept improper assistance or use unauthorized materials.

3.2 No Misconduct.

You will not falsify your identity, forge certificates, engage in fraudulent behavior, or misuse any Certification Program credentials.

3.3 No Disclosure.

You agree to maintain the confidentiality of the Certification Exam, including the contents of the test and any related materials.

3.4 No Misuse of the Test.

You agree not to copy, distribute, or modify the Certification Exam or any part of it in any manner.

3.5 Retake Policy.

You agree to comply with AI CERTs' retake policy. Retaking a passed exam is prohibited. The retake policy can be found on the Certification Program Website.


4. ACTION FOR NONCOMPLIANCE

If AI CERTs determines that your exam result does not reflect your knowledge or if you have violated any compliance terms, AI CERTs may cancel your test result, revoke your certification, or ban you from future participation in the Certification Program without a refund.

5. REPRESENTATIONS AND WARRANTIES

5.1 By You.

You agree not to engage in conduct that could harm AI CERTs' reputation or goodwill.

	AI CERTS	Approved By: Mr. Chintan Dave
	Candidate Agreement	Certification Director
Date: 8 th Jan 2024		

5.2 Disclaimer.

AI CERTs provide no express or implied warranties, including warranties of merchantability, fitness for a particular purpose, or non-infringement.

6. PRIVACY

AI CERTs may collect and process your personal information for certification program purposes. This information will be used for exam delivery, security, and fraud prevention, and AI CERTs will not disclose your information except as required by law.

7. INDEMNIFICATION

You agree to indemnify AI CERTs against any losses, damages, claims, or expenses arising from your negligence, misuse of the Certification Designation, or breach of this Agreement.

8. LIMITATION OF LIABILITY

8.1 Liability.

AI CERTs is not liable for any issues related to the administration of the Certification Exam, including exam delivery or accuracy of results.

8.2 Damages.

AI CERTs is not liable for any indirect, incidental, or consequential damages.


9. INDEPENDENT CONTRACTOR

This Agreement does not create any partnership, employment, or agency relationship between you and AI CERTs.

10. CONFIDENTIALITY AND OWNERSHIP

10.1 Confidential Information.

The Certification Exam and its contents are the confidential property of AI CERTs. You agree not to disclose or share any part of the exam content.

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	Candidate Agreement	Certification Director
Date: 8 th Jan 2024		

10.2 Ownership.

AI CERTs retain all rights to the exam content, materials, and proprietary information associated with the Certification Program.

11. GENERAL

11.1 Governing Law.

This Agreement is governed by the laws of India, and both parties submit to the jurisdiction of Indian courts.

11.2 Severability.


If any provision of this Agreement is found to be invalid, the remaining provisions will remain in effect.

11.3 No Assignment.

You may not assign your rights under this Agreement.

11.4 Entire Agreement.

This Agreement constitutes the complete agreement between you and AI CERTs and supersedes all prior agreements.

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Version History				
Version	Date	Description of Changes	Policy Title/Section Updated	Notes
V1.0	8 th Jan 2024	Initial Copy	Candidate Agreement	NA