



**Ethical Hacking and Countermeasures
Training Program**

Ethical Hacking and Countermeasures Training Program

Participant Name: _____

Address: _____

City: _____ Country: _____

CEH Member Agreement

General Notice

The Certified Ethical Hacker (CEH) certification will fortify the application knowledge of security officers, auditors, security professionals, site administrators, and anyone who is concerned about the integrity of the network infrastructure. The Ethical Hacking and Countermeasures course mission is to educate, introduce and demonstrate hacking tools for penetration testing purposes only. You will not use your newly acquired skills for illegal or malicious attacks or in an attempt to compromise any computer system, and to indemnify EC-Council and its partners with respect to the use or misuse of these tools, regardless of intent.

EC-Council provides the hacking skills and tools used in the CEH classroom for educational use. The hacking tools are not authored by EC-Council, and in many cases these tools are submitted by the security community. While every reasonable effort is made to ensure that these programs do what is claimed, 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.

The hacking tools used in the CEH training program are meant for research and educational purposes only. The primary intent of these tools is to provide the user with hard-to-find content or research or self-education relevant to network security and various protection methods and their intrinsic flaws by demonstrating exploit methods and techniques used to circumvent them. In continuing, you must accept that you are going to use this information for educational and research purposes only.

While possession of information or programs included on this training violates no laws, actually using or implementing some of the programs or content may violate federal law. For this reason, the user is instructed not to use any of the programs or content on this training which may violate any laws or infringe on the copyright protection of others. We provide them for educational purposes only.

Terms of Use

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 CEH courseware box seal, and (b) reading the courseware, and (c) accessing the Academia portal, and (d) using any Files (“Files”) located on the CD-ROM. If YOU do not agree to all of these Terms YOU will not be allowed into the CEH training program.

1.2. The Terms are entered into by and between EC-Council and You. EC-Council provides the Tools / Information / Electronic Code to You strictly subject to the Terms.

1.3. The program contains information, software of security related material. If you are under the age of 21, if such material offends you or if it’s illegal to possess/use such material in your community you are not allowed to continue.

Under penalty of perjury I swear that:

- I am at least 21 years of age
- The files and materials I am viewing are for my own personal use and I will not share the material.
- I desire to receive/view security related material.
- The viewing, reading and downloading of security related material does not violate the standards of my community, town, city, state or country.
- I am solely responsible for any false disclosures or legal ramifications from the viewing, reading, or use of material from the CEH program.
- I am allowed to access/retrieve/view/use this Information/Software/Program/Code and I will fully comply with any of the local laws.

2. Permitted Use

2.1. The hacking tools may not be used by You or any other party for any purpose that violates any local, state, federal or foreign law. You understand that breaking into any network or computer system not owned by You may be illegal.

3. No Express or Implied Warranty

3.1. EC-Council does not and cannot Warrant: (i) that the performance or results that may be obtained by using the software or (ii) that the software is appropriate for your purposes or (iii) that the software is error free.

ACCORDINGLY, THE SOFTWARE AND ITS DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, 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.

4. Limitation of Liability

4.1. 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.

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

THIS CEH 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.

4.2. 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.

NOTWITHSTANDING 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.

5. Indemnification

5.1. You agree to 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 of Your use of the Tools / Information / Electronic Code, breach of the Terms, or violation of the rights of another.

6. Miscellaneous

6.1. The Terms constitute the entire agreement between You and EC-Council and govern Your use of the Tools / Information / Electronic Code, superseding any prior agreements between You and EC-Council (including, but not limited to, prior versions of the Terms).

6.2. If You use the skills and knowledge learnt in the CEH TRAINING 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.

6.3. These Terms and the CEH TRAINING PROGRAM could include inaccuracies or typographical errors. EC-Council may make improvements and/or changes to the Terms at any time without notice.

6.4. 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.

6.5. 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 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.

I AGREE TO THE ABOVE TERMS

Signature: _____

Date: _____

Please hand in completed and signed form to Education Center personnel when registering for the course on the morning of the first class day.