

## LevelBlue Exam Security and Trademark License Agreement

You must review and agree to the terms of the Exam Security and Trademark License Agreement before starting your test. If you do not agree to the Exam Security and Trademark License Agreement, your test will end, and you will forfeit your sitting fee. By clicking on the “I accept” button below, you understand and agree to the following:

- The following applies to you if you are taking the exam at a Testing Center: I certify that I am the person whose name appears on the two forms of identification I presented prior to admission to the testing room.
- The following applies to you if you are taking the exam as an Online Proctored exam: I certify that I am the person whose name appears on the exam registration that I completed online to register for this exam. I understand that my photograph and my keystroke pattern will be captured and stored to verify my identity if I take an LevelBlue exam in the future.
- I understand that all test materials, including my answers, are the property of LevelBlue and will not be given to me in any form except on the test itself.
- I affirm that I have not disclosed Exam questions or answers nor received Exam questions or answers from others.
- I understand that the Exam is a confidential and secure test, protected by U.S. and International copyright laws. I understand and agree that disclosing any exam question or answer, in whole or in part, by any means whatsoever is a criminal act, and I may be charged with theft or attempted theft for doing so. I also understand and agree that if I disclose information about Exam questions or answers or any other product owned by LevelBlue, I may receive any or all of the following consequences: – lawsuit that may result in my paying monetary damages or in my receiving other court-enforced penalties – criminal penalties, – cancellation of my test scores, – disciplinary action by LevelBlue and/or the jurisdiction in which I am applying for licensure.
- I agree that I will not discuss the content of the test with anyone, and I will not record, copy, or disclose any Exam question or answer, in whole or in part, in any form or by any means whatsoever (orally; in writing; in any Internet “chat room”, message board, or forum; or otherwise).
- I understand and agree that LevelBlue has the right to cancel my scores if it finds any evidence of any irregularities whatsoever.
- I understand and agree that LevelBlue is the final authority that determines whether I have the privilege of sitting for the Exam and whether the score I receive is transferred to any licensing jurisdiction.
- I understand and agree that if I provide false information or if I violate any of the Exam rules or procedures: – the Test Administrator may immediately dismiss me from the test session; – my scores may be canceled, without a refund, and a jurisdiction receiving my scores may be informed of the reason for the cancellation; – I may be banned from taking the Exam; and – I may face civil or criminal prosecution.
- I understand that if I do not agree to these conditions, I will not be

permitted to take the test and I will forfeit my sitting fee.

- Subject to the terms and conditions of this Agreement, LevelBlue hereby grants to you a limited, personal, non-exclusive, non-sublicensable and non-transferable license to use the Marks for the sole purpose of allowing you to indicate that you have met and continue to meet the criteria for the corresponding LevelBlue Certification. For purposes of this Agreement, "Marks" means the marks, logos, names, and designations specifically provided by LevelBlue to use to demonstrate LevelBlue Certification.

LevelBlue maintains all right, title and interest in the Marks. You agree not to use the Marks in any false, inaccurate or misleading manner, including but not limited to, in any way that misrepresents the level of LevelBlue Certification that you have achieved. You also shall not use the Marks in any manner not expressly permitted in this Agreement. The Marks may not be used in connection with any objectionable, illegal, offensive, unethical, unreliable, or fraudulent activities or materials. You will not engage, participate or otherwise become involved in any activity or course of action that diminishes the image and/or reputation of LevelBlue or the Marks anywhere in the world.

- IN NO EVENT SHALL LEVELBLUE 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 LEVELBLUE 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.

Copyright LevelBlue 2024.