



## Autodesk Certification Candidate Agreement

Thank you for your interest in taking an Autodesk Certification Examination (“**Exam**”) and pursuing an Autodesk certification that demonstrates your knowledge and skill in Autodesk software, products or services (“**Certification**”). This Autodesk Certification Candidate Agreement (“**Agreement**”) is entered into between you (“**You**” or “**Your**”) and Autodesk, Inc. (“**Autodesk**”), effective on the date You accept and agree to these terms, as specified below.

By clicking on “I agree” (or a similar button) or by registering for or accessing any Exam, You confirm Your acceptance of this Agreement and all Exam and Certification policies provided or otherwise made available to You (“**Certification Policies**”), and You agree to be bound by this Agreement. If You do not agree, You do not have the right to access or take an Exam or receive an Autodesk Certification.

### INTRODUCTION

As a Certification candidate, You may be eligible to receive Certifications and related digital credentials representing certification achievements, which may include without limitation, a badge or certificate (“**Credential**”). To receive a Certification, You are required to meet all requirements for that Certification, including without limitation, completion of a Candidate Application form, agreeing to the terms of this Agreement, and passing an Exam.

### CONFIDENTIAL INFORMATION

All Exams are Autodesk’s confidential and proprietary information protected by intellectual property laws. Exams are made available to You solely for the purpose of skill measurement in the category referenced in the title of the Exam. You are expressly prohibited from recording, downloading, disclosing, publishing, reproducing, photographing, copying, summarizing, paraphrasing, posting or transmitting any Exam or any part of any Exam, including without limitation, any questions, answers, diagrams, designs, drawings, worksheets, datasets or other content, in whole or in part, in any form or by any means, verbal or written, electronic or mechanical, for any purpose, without the prior express written permission of Autodesk.

### POLICIES

You agree that You will comply with all Certification Policies made available by Autodesk, including without limitation on the [Certification policies](#) page. Certification Policies may be updated from time to time and may include, without limitation, policies from Autodesk’s third-party service providers related to rules and requirements for taking Your Exam or receiving a Credential.

### CANDIDATE CODE OF CONDUCT

By pursuing and achieving an Autodesk Certification and receiving Credentials, You are joining a distinguished group, which is recognized by Autodesk. By following the Candidate Code of Conduct, You help ensure the integrity of Certifications and Credentials. You agree to the following statements:

I meet the [minimum age requirements](#) to take the Exam. If I am not an adult (i.e., the age of majority) under the laws of where I reside, my parent or guardian has agreed to the terms of this Agreement on my behalf.

I agree to:

- comply with Autodesk’s Candidate Code of Conduct and Certification Policies.
- represent the integrity of the Certification in my educational institution or professional communities of practice.



I agree I will not:

- modify, alter or falsify any Exam scores, reports or records.
- engage in cheating before, during or after an Exam.
- violate the Confidentiality terms in this Agreement.
- falsify my identity or impersonate another individual.
- submit any assessments, answers or work that are not completely my own.
- request, accept or provide improper assistance in connection with any Exam.
- use unauthorized materials in an attempt to satisfy Exam requirements (this includes using “brain-dump” material and/or unauthorized publication of Exam questions with or without answers).
- possess any unauthorized items during an Exam.
- engage in any misconduct, as may be determined without limitation, by statistical analysis or proctoring.
- modify, alter, make derivative works of, reverse engineer, decompile, disassemble or translate any Exam in whole or in part, in any form or by any means, verbal or written, electronic or mechanical, for any purpose.
- use the Exam content in any manner that violates applicable law or otherwise violate applicable law in connection with the Exam or Certification.
- violate authorized testing center or online proctored Exam rules or policies.
- engage in any conduct that is threatening, abusive, illegal, inappropriate, or otherwise objectionable, as determined by Autodesk in its sole discretion, while taking an Exam or communicating or interacting with Autodesk or Autodesk service providers.
- violate this Agreement in any way.
- engage in any social media activity that speaks to the content of the exam.

To ensure a fair Exam process and the integrity of our Credentials, Autodesk may prohibit You from taking any Exam, and Your Exam results or Credential may be invalidated if we believe You violated this Agreement or engaged in any misconduct. No Exam refund will be provided. You represent and warrant that all information You provide in connection with the Exam and Certification is accurate and complete.

#### CANDIDATE PERSONAL INFORMATION AND PRIVACY

Autodesk is committed to protecting Your privacy and letting You know what Autodesk will do with Your personal information. Autodesk’s Privacy Statement sets forth (i) how Autodesk may collect, use, store and process personal information of or relating to You, and (ii) how You may request deletion of Your personal information. You acknowledge that You have read and understand the Privacy Statement at <https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement>.

If You take an Exam at a third-party service provider and engage such third-party for additional services (e.g., training) other than the Exam, You may be subject to such third-party’s privacy and other policies with respect to such additional services.

#### OWNERSHIP AND USE OF AUTODESK MATERIALS

Autodesk owns and retains all right, title and interest (including all intellectual property rights) to the Autodesk Certifications, Certification Learning Pathways, Certification Prep content, Credentials (e.g., badges), certificates, score reports, logos, and product logos, Exams, all templates and all materials contained therein, all of which may be modified from time to time (collectively, “**Materials**”). Autodesk grants You a limited, revocable right to use Credentials provided by Autodesk in connection with Your achievement of a Certification until the expiration of that Certification. You may not state or imply that You are associated with, or endorsed or sponsored by, Autodesk except to state that You have received a Credential for the Certification You earned. You may not use the Credential in any way that could harm the Autodesk brand or reputation, as determined by Autodesk in its sole discretion. Autodesk may revoke Your Credential upon notice to You if Autodesk believes You have violated the terms of this Agreement.



## CHANGES AND TERMINATION

Autodesk reserves the right to and may modify, suspend or terminate any Exam and/or Certification or their requirements, Certification Policies, Materials or this Agreement at any time. Autodesk will post any modifications to the Certification Policies and Agreement at the Certification policies page ([Policies \(autodesk.com\)](#)) (or any successor page). You may be required to click to agree to modifications to continue with Your Exam. Autodesk may terminate this Agreement at any time upon notice to You. The terms set forth in the following sections shall survive any termination of this Agreement: Confidential Information, Candidate Information and Privacy, Ownership and Use of Autodesk Materials, Changes and Termination, Disclaimers, Limitations on Liability, Indemnification, Assignment and Waivers, Notices, and General.

## DISCLAIMERS

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (i) THE MATERIALS ARE PROVIDED “AS IS,” AND (ii) AUTODESK AND ITS LICENSORS AND SUPPLIERS MAKE, AND YOU RECEIVE, NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR COMMITMENTS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE EXAMS OR OTHER MATERIALS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR OTHER WARRANTIES OR CONDITIONS IMPLIED BY STATUTE, OR ANY WARRANTIES OR CONDITIONS BASED ON A COURSE OF DEALING, USAGE OF TRADE OR INDUSTRY STANDARDS. Without limitation as to the generality of the foregoing, Autodesk does not warrant or otherwise commit that (a) the Exams, or the access thereto or use thereof, will be available, uninterrupted, error-free, secure, accurate, reliable or complete, or (b) the Exams will meet any particular performance or availability criteria. Autodesk makes no guarantees that a certification Candidate will be awarded a Certification, or that any awarded Certification or Credentials may be renewed. All decisions made regarding the Exams and Certifications are final and made in Autodesk’s sole discretion, and Autodesk will have no liability from such decisions.

## LIMITATIONS ON LIABILITY

Neither Autodesk nor any of its affiliates, licensors or suppliers will have any liability (directly or indirectly) for any incidental, special, indirect, consequential or punitive damages; loss of profits or revenue; or failure of or defects in the Materials. In addition, the aggregate liability of Autodesk and its affiliates, licensors and suppliers with respect to or relating to any Exam, Certification or other Materials will in no event exceed the amount paid or payable by You for the Exam in the one-year period before the events or circumstances giving rise to the liability first occurred.

The limitations on liability in this Agreement will apply to the maximum extent permitted by applicable law to any damages or other liability, however caused and regardless of the theory of liability, whether based on contract, tort (including negligence and strict liability), indemnification, recourse, statute or otherwise, even if Autodesk has been advised of the possibility of the liability and regardless of whether the limited remedies in this Agreement fail of their essential purpose.

## INDEMNIFICATION

You will indemnify and hold harmless (and, at Autodesk’s request, defend) Autodesk and its affiliates and their respective officers, directors and employees from and against any and all losses, liabilities, expenses (including reasonable attorneys’ fees) suffered or incurred by Autodesk by reason of any claim, suit or proceeding arising out of or relating to (1) You taking an Exam or pursuing a Certification, (2) Your breach of this Agreement or any Certification Policies or (3) Your use of the Materials.



## ASSIGNMENT AND WAIVERS

You may not assign or otherwise transfer this Agreement or Your rights or obligations under this Agreement. Failure to enforce or exercise any provision of this Agreement is not a waiver of such provision, unless such waiver is specified in writing and signed by the party against which the waiver is asserted.

## NOTICES

Autodesk may provide any notices related to the Exam, Certification or this Agreement to You at the email address associated with Your Autodesk Account.

## BETA EXAMS

Autodesk may from time to time offer beta Exams that test out a broad range of certification exam questions to determine quality and validity that inform the creation of an official certification exam (“Beta Exam”). You understand that Beta Exams are subject to the Beta Exam policies made available by Autodesk (“Beta Policies”) and You may not receive a score or credential for Beta Exams under some circumstances. If You choose to participate in any such Beta Exam, in addition to the terms and condition identified in this Candidate Certification Agreement, You agree to all Beta Policies.

## GENERAL

If and to the extent any provision of this Agreement is held unenforceable under applicable law, (i) such provision will be deemed modified to the extent reasonably necessary to conform to applicable law but to give maximum effect to the intent of the parties set forth in this Agreement, and (ii) such provision will be ineffective only as to the jurisdiction in which it is held unenforceable without affecting enforceability in any other jurisdiction.

This Agreement, including the Privacy Statement, and Certification Policies, constitute the entire agreement between You and Autodesk (and merge and supersede any prior or contemporaneous agreements, discussions, communications, representations, warranties, advertising or understandings) with respect to the subject matter hereof.

This Agreement will be governed by and construed in accordance with the laws of the State of California (and, to the extent controlling, the federal laws of the United States), without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act will not apply to (and are excluded from the laws governing) this Agreement. In addition, You agree that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the Superior Court of the State of California, County of Marin, or the United States District Court for the Northern District of California in San Francisco. Nothing in the foregoing will prevent us from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur.

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