

## **NCTA Proctor Certification Terms of Service**

September 15, 2023

**IMPORTANT! YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT. PLEASE READ THIS CAREFULLY!**

**YOUR USE OF AND ACCESS TO THE NATIONAL COLLEGE TESTING ASSOCIATION (“NCTA”) PROCTOR CERTIFICATION RESOURCES ON THE NCTA WEBSITE AND NCTA CERTIFICATION EXAMINATIONS ARE CONDITIONED UPON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THESE CERTIFICATION TERMS OF SERVICE AND ALL INCORPORATED POLICIES (THE “TERMS”).**

The National College Testing Association (“NCTA”) has developed and provides a professional proctoring certification program that requires candidates to meet specified eligibility requirements, take a secure examination and comply with ongoing certification standards. NCTA provides a secure, cloud-based platform through its website, [www.ncta-testing.org](http://www.ncta-testing.org), that enables NCTA certification candidates and renewal applicants to apply for NCTA certifications, obtain links to NCTA’s certification partners’ websites to register for and schedule NCTA certification examinations, update candidate and renewal applicant information relevant to certification eligibility and maintenance of certification, access certification credentials and pay fees that may be due to NCTA. (collectively, the “**NCTA Proctor Certification Services**”). Only persons applying for or maintaining a NCTA certification are permitted to use the NCTA Proctor Certification Services. “You” and “Your” as used in these Terms of Service refers to the person accessing or using the NCTA Proctor Certification Services and entering into this contract with NCTA.

Your access to and use of the NCTA Proctor Certification Services is subject to these Terms of Service, as well as the NCTA Candidate Agreement, the NCTA Proctor Certification Handbook, the NCTA Professional Standards and Guidelines and the NCTA Privacy Policy (collectively, the “Additional Terms”), all of which are incorporated by reference and made part of these Terms of Service. By accessing or using the NCTA Proctor Certification Services, you are acknowledging that you have read, understand and will comply with these Terms of Service and the Additional Terms incorporated by reference. To the extent of any conflict between these Terms of Service and any Additional Terms, these Terms of Service shall take precedence and supersede any pre-existing or co-existing terms that may apply to the NCTA Proctor Certification Services.

When accessing or using the NCTA Proctor Certification Services, you also understand and agree to comply with each of the following terms:

1. You are exclusively responsible for the security of your user credentials for your account on [www.ncta-testing.org](http://www.ncta-testing.org).
2. You will immediately notify NCTA via email at [proctorcertification@ncta-testing.org](mailto:proctorcertification@ncta-testing.org) if you have any reason to believe that user credentials or your account on [www.ncta-testing.org](http://www.ncta-testing.org) are no longer secure or have been hacked or accessed by an unauthorized third party.
3. You will provide accurate, complete and truthful information to NCTA about yourself, your education and your work, including Personal Information (as that term is defined and use in the NCTA Privacy Policy), in the course of accessing or using the NCTA Proctor Certification Services and, if any information that you previously provided to NCTA changes after you have provided it, you will promptly update your information in your NCTA account. You are authorizing NCTA and its affiliates and vendors to receive, use, store, transmit, display, and process your Personal Information and other data as needed to provide the NCTA Proctor Certification Services and for NCTA’s other lawful and legitimate purposes in accordance with its Privacy Policy.
4. You will promptly pay NCTA all applicable fees specified by NCTA for the NCTA Proctor Certification Services that you use.
5. You are exclusively responsible for knowing and understanding the eligibility requirements for all NCTA certifications for which you apply. Submitting an application for a NCTA certification for which you do not meet all eligibility requirements will not constitute grounds for a refund of the application fee.

6. NCTA reserves the right to audit any application and related information that you submit to NCTA for any purpose and may take any steps reasonably required to verify the authenticity of any information or documents submitted by you in relation to the NCTA Proctor Certification Services.
7. NCTA may investigate discrepancies in any information that you provide to NCTA in the course of accessing or using the NCTA Proctor Certification Services.
8. You have read and will comply with the terms of the NCTA Candidate Agreement, provided in its entirety below.

*The NCTA Candidate Agreement (the "Agreement") is an important section of the Handbook. Each time you register for and schedule an NCTA certification exam, you must accept and agree to all of the Agreement's terms and conditions, and each time you take the exam, you must confirm that you have read, understood, and agreed to all of the Agreement's terms and conditions prior to beginning the test. The Agreement is presented here in its entirety.*

*The NCTA Candidate Agreement ("Candidate Agreement") is a legally binding contract between you and the National College Testing Association ("NCTA") that specifies the terms and conditions under which NCTA will permit you to sit for NCTA certification exams. Before registering for, scheduling, and taking an NCTA exam, you must read, acknowledge, and consent to the terms of this Candidate Agreement. If you disagree with the provisions of this Candidate Agreement, you will be unable to register for or take any NCTA exams. Adherence to the Candidate Agreement is essential for NCTA to conduct fair examinations, guarantee the validity of examination results, and maintain the integrity and value of NCTA professional certificates.*

*By selecting the 'I AGREE' button at the conclusion of the Candidate Agreement, you attest to NCTA that all of the below representations and statements are true and accurate. You are also confirming that you have read, comprehended, and agreed to abide by the following requirements, rules, and policies.*

*I certify that the name and address listed on my NCTA certification application, my registration for this NCTA exam, and the government-issued photo ID that I will submit or have presented in order to enter the examination are mine. My participation in the NCTA Certification Programs, including the certification application procedure, is governed by the Certification Terms of Service, the Candidate Agreement, and the Certification Policies and Procedures Handbook. When I created an account on www.NCTA.org, I read, understood, and agreed to all of the policies, procedures, terms, and conditions contained in these documents.*

*When I take the NCTA exam, I have only one objective in mind: earning the NCTA certification for which I have registered. I certify that I am not taking the NCTA exam on behalf of someone else. I certify that all information I provided to NCTA during the exam registration process and at any other time was true, accurate, and comprehensive in every respect. If any of the information I previously provided to NCTA has changed, I will promptly notify NCTA. I have submitted updated information that is complete, accurate, and true, and reflects all such changes. I am aware that providing NCTA with false, misleading, or incomplete information will constitute a violation of the Candidate Agreement and will subject me to one or more of the consequences outlined in this section.*

*As a condition of taking the NCTA exam in-person at a test center, I understand and agree that I will be subject to security verification prior to admission and re-admission to the building and/or room where the NCTA exam is administered. I also understand and agree that the security screening procedure for in-person testing at a test center may require me to:*

*(1) empty my pockets,*

*(2) remove any backpack, bag, jacket, non-corrective eyewear, sunglasses, coat, hooded sweatshirt, scarf, or hat ("Prohibited Personal Items") that I may be wearing or holding (except for a legitimate religious purpose),*

*(3) lift my pants to my knees and push my sleeves to my elbows, and*

*(4) submit personal items for inspection by a test administrator. I acknowledge and agree that I will not be permitted to take or resume taking the examination if I refuse to submit to security screening as described above or to remove and secure Prohibited Personal Items (except for a genuine religious purpose) prior to entering the room where the NCTA examination is administered, at the sole discretion of the test administrators.*

*I understand and agree that if I am taking a remote online proctored NCTA exam from my home or office through NCTA's test administration vendor Meazure Learning, I am solely responsible for ensuring that I have the necessary computer devices, computer operating system, software, browser, uninterrupted Internet connection, and electrical power. I also agree to complete screening procedures, including room scan, analysis of computer, and changes to system settings to access the test. I understand that this will include a 360-degree scan of my work area and the device I am using to take this exam.*

*Prior to taking a remote online proctored NCTA exam, I am also responsible for creating a suitable testing environment and passing the Meazure Learning systems check. I understand that NCTA is not responsible for any technical issues with my computer devices, operating system, software, browser, Internet connection, or electric power that may prevent me from beginning, taking, or completing a remote online proctored NCTA exam. I understand that if I encounter a technical issue in any of these areas during the administration of a remote online proctored NCTA exam, I must promptly notify the remote proctor and follow his or her instructions.*

*For information about remote testing and system requirements, see:*

- *Live+ Resource Center: <https://www.proctoru.com/live-plus-resource-center>*
- *Help Center Link: <https://support.proctoru.com/hc/en-us/categories/115001818507>*
- *System Requirements: <https://www.proctoru.com/live-plus-resource-center#system>*
- *Exam Expectations: <https://support.proctoru.com/hc/en-us/articles/360043127892-What-am-I-allowed-and-not-allowed-to-do-during-my-exam->*
- *Video: <https://meazurelearning.wistia.com/medias/x8sicg86fm>*

*I understand and agree that NCTA, its authorized and trusted test centers, and test administration vendors and partners acting on behalf of NCTA will take and use still digital photographs of me, video and audio recordings of me, and collect and use other personally identifiable information from me and about me for the purpose of monitoring, administering, proctoring, and/or providing technical support for NCTA examination administrations, and that all of this information will be retained.*

*For remote online proctored NCTA examinations, NCTA's authorized and trusted test administration vendors (including Meazure Learning), partners, test administrators and proctors acting on behalf of NCTA will monitor live video and audio feeds of me and the physical location where I am testing (such as the room in my home where I will test), all of which will be recorded, processed, and maintained as part of my NCTA examination administration records. If I am taking a remote online proctored NCTA exam from my home or office, I*

*understand and agree that I am required to take and submit digital photographs of my testing environment, my government-issued photo identification, and my visage.*

*I have reviewed NCTA's remote online exam administration process and procedures. I understand that NCTA's Privacy Policy contains additional information about the collection, transmission, processing, and retention of my personal data (including, but not limited to, photographs and video and audio recordings). I understand and agree that the following conduct, whether attempted or completed, is strictly prohibited:*

- *Copying, capturing, recording, accumulating, reconstructing, memorizing, discussing, soliciting, transmitting, broadcasting, streaming, or distributing NCTA examination content;*
- *Providing or receiving unauthorized assistance on an NCTA examination;*
- *Looking at any portion of another examinee's computer monitor or testing materials during an NCTA test administration;*
- *Possession of or access to Prohibited Personal Items in a room where an NCTA examination is administered;*
- *Sitting for an NCTA exam in the place of another individual;*
- *Possessing, accessing, or using a smartphone or any device that connects to a cellular network, Bluetooth or the Internet while in an area in which an NCTA examination is being administered, or in any location during unscheduled examination breaks other than the computer on which I am taking the examination;*
- *Possessing, accessing or using any technology, electronic device, camera, recording device, or photographic device of any kind while inside a room where a NCTA examination is being administered;*
- *Possessing, accessing, or utilizing any books, notes, papers, note-taking materials, study materials, or test-taking aids of any kind while inside a room where an NCTA examination is being administered or during unscheduled examination breaks;*
- *Talking audibly to myself or anyone else during a proctored exam administration;*
- *Failing or refusing to submit to security screening or the inspection of personal items at the request of a test administrator prior to or during an NCTA examination administration;*
- *Any failure to adhere completely to the instructions and requests of a test administrator before, during, and directly after an NCTA exam administration.*
- *Engaging in disruptive, threatening, abusive, or contemptuous conduct in or around a building where an NCTA examination is administered;*
- *Speaking or interacting with anybody except a test administrator or proctor;*
- *Refusing to comply with any instructions given by a test administrator or proctor.*

*I acknowledge and agree that engaging in any of the above-listed prohibited activities constitutes a violation of the Candidate Agreement. I agree to comply with the instructions and requests of all test administrators and proctors, and I am aware that failure or refusal to do so will constitute a violation of the Candidate Agreement.*

*I certify that I am not taking this NCTA exam in my capacity as a test preparation agent or tutor, or to obtain such employment.*

*I am aware that NCTA examinations are confidential exams and that their contents are disclosed to me during test administration in a limited context to allow me to test in pursuit of NCTA certification for which I have applied, and for no other reason.*

*I agree not to copy, reproduce, adapt, disclose, or transmit NCTA Examination Content, in whole or in part, nor will I assist or encourage others to do so. I further agree that I will not recreate NCTA Examination Content from memory, by dictation, or by any other means.*

*In addition to the above list, I understand that prohibited acts include, but are not limited to, the following: describing questions, answer choices, hypothetical scenarios, reading passages, images or graphics from any NCTA examination; identifying terms or concepts contained in exam questions or responses; sharing answers to questions; referring others to information I saw on the exam; recreating a list of test topics; and soliciting or discussing exam questions, answer choices, hypothetical scenarios, reading passages, images or graphics.*

*I understand and agree that it is prohibited for me to possess, solicit, read, study, or otherwise use confidential information about NCTA examinations in preparation for my own exams.*

*I affirm that I did not participate in such behavior prior to taking this NCTA exam, nor will I engage in such behavior during or after the exam. I also agree not to ask anyone to disclose exam content to me or to seek live, confidential exam material from any other source.*

*I agree that if I receive or have access to information or material in any form or from any source, including but not limited to email, instant messages, text messages, website content, social media posts, electronic bulletin boards, Internet groups, digital or electronic files, and/or paper documents, that I reasonably believe contains confidential NCTA Examination Content or has been represented to contain NCTA Examination Content, I will immediately report its existence.*

*I agree that I will completely cooperate with any investigation conducted by NCTA regarding potential misconduct, including but not limited to suspected receipt or access to information believed to contain NCTA Examination Content, or that is represented as containing NCTA Examination Content.*

*NCTA reserves the right to use statistical and psychometric analyses to assess the validity of examination response data and scores. I understand and agree that NCTA uses these dependable scientific methods to determine whether scores should be withheld, invalidated, canceled, or further investigated to determine if a Candidate violated the Candidate Agreement.*

*I further understand and agree that, if NCTA has a reasonable basis to question the validity of any NCTA examination response data or examination result, whether identified through the use of statistical analysis, psychometric analysis, or any other reliable method or source of information, NCTA reserves the right, in its sole discretion, to withhold, cancel, and invalidate examination scores, without the need to demonstrate that I or any other Candidate violated the terms of this agreement.*

*I agree that if NCTA invalidates my examination score, I will not be eligible for a refund and will be required to pay the established fee to retake the examination if NCTA allows me to do so.*

*NCTA reserves the right, but is not obligated, to investigate any alleged violation of this Candidate Agreement or any alleged activity or circumstance that may compromise the validity, integrity, or security of any portion*

*of an NCTA examination, or the results thereof. I understand and concur that, upon receiving notice from NCTA that it is conducting an examination-related investigation, I am required to:*

- *Cooperate completely with the investigation;*
- *Divulge to NCTA all information that may be relevant to the investigation;*
- *Produce all requested documents, data, and materials;*
- *Upon request, submit to an in-person or remote interview conducted by or on behalf of NCTA; and*
- *Answer all questions posed by NCTA truthfully and completely.*

*I also understand and agree that if I provide false or misleading information to NCTA at any time, if I violate the terms of this Candidate Agreement, if I refuse to comply with any directions given to me by a test administrator, if I engage in any activity that may compromise the validity, integrity, or security of any NCTA examination, or if I fail to fully cooperate with any investigation related to NCTA examinations, NCTA may, in its sole discretion, directly or through its authorizers:*

- *Withdraw my eligibility.*
- *Interrupt, suspend, or terminate the administration of my NCTA examination.*
- *Confiscate and/or take a photograph of any item from me that a test administrator reasonably believes is relevant to a potential violation of this Candidate Agreement, including, but not limited to, notes (including notes written on myself), electronic devices, and Prohibited Personal Items.*
- *Withhold, cancel, or invalidate my examination scores, before or after the scores are reported, without a refund.*
- *Prohibit or disqualify me from taking NCTA examinations for a specified period of time or permanently.*
- *Impose unique requirements for future NCTA examinations.*
- *If I previously passed any NCTA certification exam and obtained any NCTA certification, suspend or revoke all of my NCTA certifications for a fixed period of time or indefinitely; and*
- *Pursue a civil lawsuit against me based on my conduct in violation of the Candidate Agreement and/or refer the matter for criminal prosecution by state, federal, and/or local authorities or any government agency with jurisdiction.*

*I will not represent myself as certified by NCTA unless and until I receive an official written communication from NCTA informing me that NCTA has determined that I have met all certification requirements and that NCTA has granted the certification for which I have applied.*

*By selecting the "I AGREE" button below, I represent to NCTA that all of the prior information, statements, and affirmations I have provided to NCTA are accurate, including but not limited to all of the affirmations contained in this Candidate Agreement.*

*I also confirm my acceptance of all terms and conditions outlined in this Candidate Agreement, including, but not limited to, the consequences for making false or misleading statements to NCTA and for violating any term of this Candidate Agreement.*

*You are not permitted to register for or take any NCTA examination if you do not comprehend or agree with any portion of this Candidate Agreement.*

9. As part of your application for NCTA certification, you are also making the following representations and acknowledgments to NCTA that will apply immediately upon NCTA granting any certification to you:
- I will read and abide by the NCTA Professional Standards and Guidelines.
  - In the event of the suspension or termination of my certification due to failure to recertify within the required time period, I will cease and desist using of the certification and all related marks, including all NCTA trademarks logos, badges and electronic or paper certificates issued by NCTA, and refrain from communicating or implying in any way that I am certified.
  - In the event of my voluntary withdrawal from certification or the termination or revocation of my certification for any reason, I will cease and desist using the certification and all related marks, including all NCTA trademarks logos, badges and electronic or paper certificates issued by NCTA, and refrain from communicating or implying in any way that I am certified.
  - I will only make claims regarding certification that are within the scope for which the certification has been granted by NCTA and I will not make any claims regarding my certification that are false or misleading.
  - I will not use the certification in such a manner as to bring NCTA into disrepute, as determined in NCTA's sole discretion.
10. You are authorizing NCTA to communicate with you via postal mail, email and text messages (additional charges by your cellular service provider may apply) to provide you with information regarding the NCTA Proctor Certification Services, including but not limited to: (a) transactions between you and NCTA; (b) notices about the NCTA Proctor Certification Services; (c) updates to the NCTA Proctor Certification Services; (d) administrative messages and other information; and (e) advertising, marketing, and other materials regarding NCTA's products and services. Please review your settings in your account to control the messages you receive from NCTA or you may choose to opt-out of receiving advertising and marketing materials by unsubscribing from such communications by following the instructions in the message.
11. You will only use and identify the NCTA certification that NCTA has issued to you and you will comply with all NCTA recertification requirements in order to maintain the certification issued to you.
12. If you violate the Terms of Service, NCTA may, in its sole discretion, pursue any remedy available to it under these Terms and all Additional Terms incorporated by reference, prohibit you from using the NCTA Proctor Certification Services, prohibit you from using your account on [www.ncta-testing.org](http://www.ncta-testing.org), prohibit you from registering for, scheduling or taking any NCTA certification examination, refuse to issue a NCTA certification or membership to you, revoke, suspend or terminate any or all NCTA certifications or memberships that you may hold, and take any and all other legal actions available to it under the circumstances and applicable law.
13. There are certain things that NCTA does not promise about the NCTA Proctor Certification Services. Other than as expressly stated, NCTA does not make any commitments about the specific functionality available through the NCTA Proctor Certification Services, their reliability, availability, or ability to meet your needs.
14. TO THE EXTENT NOT PROHIBITED BY LAW, NCTA AND ITS AFFILIATES (AND ASSOCIATED SERVICE PROVIDERS) (A) PROVIDE THE NCTA CERTIFICATION SERVICES "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE", (B) MAKE NO REPRESENTATIONS OR WARRANTIES OR CONDITIONS WHETHER EXPRESS OR IMPLIED (E.G. WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT), AND (C) DO NOT GUARANTEE THAT THE NCTA CERTIFICATION SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, OR THAT THE INFORMATION YOU PROVIDE TO USE THE NCTA CERTIFICATION SERVICES WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.
15. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE NCTA CERTIFICATION SERVICES OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE NCTA CERTIFICATION SERVICES.
16. To the extent not prohibited by law, you will defend NCTA against any cost, expense, loss, damage, or other liability arising from any third party demand or claim (including reasonable attorneys' fees and costs of defense) that any information provided by you, or your use of the NCTA Proctor Certification Services: (a) infringes or misappropriates a trademark, copyright, patent or other intellectual property or any other right of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of NCTA's actions); (b) caused or contributed to personal or bodily injury,

death or property damage to a third party or (c) violates applicable law or these Terms of Service. NCTA will reasonably notify you of any such claim or demand that is subject to your indemnification obligation of which it becomes aware.

17. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL YOU OR NCTA AND ITS AFFILIATES, OFFICERS, DIRECTORS, PARENT COMPANIES, SUBSIDIARIES, VENDORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR LICENSORS BE LIABLE FOR: ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, BUSINESS INTERRUPTION, LOSS OF OPPORTUNITY, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF NCTA HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.
18. THE AGGREGATE LIABILITY OF NCTA AND ITS AFFILIATES, OFFICERS, DIRECTORS, PARENT COMPANIES, SUBSIDIARIES, VENDORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR LICENSORS RELATING TO THE NCTA CERTIFICATION SERVICES WILL BE LIMITED TO THE GREATER OF: (A) THE AMOUNT ACTUALLY PAID BY YOU FOR THE NCTA CERTIFICATION SERVICES (IF ANY) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS; OR (B) ONE HUNDRED DOLLARS (\$100 U.S.D.). THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.
19. THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IN COUNTRIES WHERE THE ABOVE TYPES OF EXCLUSIONS AND LIMITATIONS AREN'T ALLOWED, NCTA IS RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF NCTA'S FAILURE TO USE REASONABLE SKILL AND CARE OR NCTA'S BREACH OF OUR CONTRACT WITH YOU.
20. NOTHING IN THESE TERMS AFFECTS CONSUMER RIGHTS THAT CANNOT BY LAW BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT.
21. You agree that your relationship with NCTA and all disputes arising out of or related to the Terms of Service or the NCTA Proctor Certification Services will be governed by the laws of the United States of America and the Commonwealth of Pennsylvania, regardless of conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods, the Uniform Commercial Code, the Uniform Computer Information Transactions Act, and any law related to these conventions do not apply to these Terms of Service or the NCTA Proctor Certification Services. Claims arising out of or related to the Terms of Service, your relationship with NCTA and any disputes arising out of or related to the NCTA Proctor Certification Services or NCTA can only be litigated in the federal or state courts in Philadelphia County, Pennsylvania, USA and you and NCTA each agree to personal jurisdiction and venue in those courts. However, you agree that NCTA can apply for injunctive remedies in any jurisdiction.
22. To the extent that this provision is not in conflict with applicable law, you hereby waive any and all rights you may have to bring a class action against NCTA and further agree that you may only resolve disputes with NCTA on an individual basis and will not bring a claim or proceed as a plaintiff or a class member in a class, consolidated, or representative action against NCTA.

**BY CLICKING THE "I AGREE" BUTTON BELOW, ACCESSING OR UTILIZING THE NCTA CERTIFICATION SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE, THE CANDIDATE AGREEMENT AND ALL INCORPORATED ADDITIONAL TERMS.**

**IF YOU DO NOT ACCEPT THE TERMS OF SERVICE, DO NOT CLICK THE "I AGREE" BUTTON AND DO NOT USE THE NCTA CERTIFICATION SERVICES.**