



CSFA CERTIFICATION TEST APPLICATION AND AGREEMENT

CSFA APPLICANT INSTRUCTIONS

Read and initial each page in the bottom right-hand corner. Answer all questions in section ten, and supply the requested information in section eleven. Applications that have not been completed properly will not be accepted.

YOU MUST READ AND AGREE TO THE FOLLOWING TERMS BEFORE YOU ARE ALLOWED TO TAKE THE CSFA CERTIFICATION TEST.

This CSFA Certification Test Agreement (the "Agreement") is between you ("You") and CyberSecurity Institute ("CSI") and sets forth the terms and conditions under which You will be allowed to take the CSFA Certification Test (the "Test").

SECTION ONE – OVERALL AGREEMENT TERMS AND PROVISIONS

You understand that this Agreement may not be otherwise amended except in writing and signed by You and a representative of CSI.

You understand that any violation of any provisions contained within this Agreement may result in the immediate and permanent termination of your CSFA Certification, at the discretion of the CSFA Certification Team. You understand that violations of any provisions contained within this Agreement would cause harm to CSI that is irreparable, and for which monetary remedies may be inadequate. You understand that CSI may take all appropriate actions to prevent or remedy such violations, including, without limitation, obtaining an immediate injunction. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable by You. This Agreement shall be construed in accordance with the laws of the State of Washington.

CSI has incurred great expense to develop and produce the material and content that is used for the Test. You understand that exhibits and reports related to the Test may not be transferred, exchanged, sold, disclosed, or otherwise disseminated to anyone outside CSI, but that you may keep a copy of all exhibits and reports for your own use. The Test and all related materials are proprietary to CSI and are protected by international law.

You understand that during the Test you may communicate with and ask questions of your associates and other contacts you have regarding your specific Test scenario, as you usually would during the course of conducting forensic analysis.

You agree to not remove from the Test location images of any media being used for the Test. You understand that cheating of any kind during the CSFA Test is grounds for expulsion from the Test without a refund of the Test fee.

You agree that the obligations under this Agreement shall continue in effect after the Test, and, if applicable, after termination of your CSFA Certification, regardless of the reason(s) for termination, and whether such termination is voluntary or involuntary.

You agree that this Agreement shall be binding on, and inure to the benefit of, each party's successors in interest, including their heirs, legatees, assignees, and legal representatives.

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SECTION TWO – FEDERAL BUREAU OF INVESTIGATION CRIMINAL BACKGROUND CHECK

You agree that the results of your Federal Bureau of Investigation background check and fingerprint cards are being turned over to CSI voluntarily, and that You are the rightful owner and original requestor of such information. You agree that you are not being coerced in any way to submit this information or to take the CSFA Certification Test, and are doing so of your own free will.

SECTION THREE – PREREQUISITES AND FREE CSFA OVERVIEW SESSIONS

You have read the CSFA Test information including information on prerequisites and knowledge areas covered in the Test, located at <http://www.cybersecurityforensicanalyst.com/overview.htm>. By taking the Test You agree that You meet the prerequisites.

You have read the information located at <http://www.cybersecurityforensicanalyst.com/testCSFA.htm> concerning free CSFA Overview Sessions and are aware that You may attend as many of these sessions as You wish, as long as You register for them.

SECTION FOUR – TEST CANCELLATION

You understand that CSI reserves the right to cancel any Test up to and including 7 days prior to the scheduled Test date and that CSI's liability shall be limited to a refund of your Testing fees.

You understand that any cancellation must be made in writing and within 7 days prior to the scheduled Test date, and that cancellation or rescheduling requests received in writing after the cancellation deadline and prior to the start of the Test will be given a credit toward attendance at a subsequent Test. You understand that unless documentation can be provided in the case of a medical emergency or death in the immediate family, "no-shows" will not be given a refund or credit.

SECTION FIVE – CONTROLLING LAW; VENUE; ARBITRATION

You understand that this Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration using a single arbitrator in Snohomish County, Washington and in accordance with the American Arbitration Association's rules of commercial arbitration (but not under AAA administration). Judgment upon any award rendered in such arbitration may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, any party shall be entitled to apply to any court to pursue expedited relief as necessary in connection with this Agreement, for example regarding injunctive relief, unlawful detainer, or claims in bankruptcy.

In the event legal action or arbitration is commenced by either party in connection with this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs, including expert witness costs, expended by the prevailing party in connection with such action.

SECTION SIX – WARRANTY AND REMEDIES

CSI warrants that it will conduct the CSFA Certification Test professionally and competently. No other warranty or representation, whether express or implied, is created by this Agreement. CSI's sole liability, and your sole remedy, in connection with this Agreement, shall be limited to having CSI schedule You for another Test or a refund of your Test fees.

IN NO EVENT SHALL CSI BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES WHATSOEVER IN CONNECTION WITH THIS AGREEMENT, EVEN IF CSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES RESTRICT THE EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY IN ALL CASES.

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SECTION SEVEN – ACCEPTANCE OF APPLICATION

You understand that ultimately it is the decision of the CSFA Certification Team whether or not to accept this application, and that if your application is not accepted, You will be refunded the Test fees in full.

SECTION EIGHT – CYBERSECURITY INSTITUTE CODE OF ETHICS AND CONDUCT

You agree to abide by the following Code of Ethics and Conduct, numbers 1 through 19:

1. I will observe and honor any other code of ethics or conduct for the organizations I am a member of or employed by.
2. I will respect the confidential nature of any information, methodologies, or techniques that I become aware of in relation to computer forensics/forensic computing.
3. I will strive to keep my technical skills current.
4. I will be honest and forthright in my dealings with others.
5. I will not reveal facts, data or information without the prior consent of my client or employer except as authorized or required by law.
6. I will not accept compensation for my services based on contingency.
7. I will not permit the use of my name by, or associate in business ventures with, any person or firm that I believe to be engaged in fraudulent or dishonest practices.
8. I will perform services only in areas I am competent in. I will rely upon other qualified parties for assistance in matters that are beyond my area of expertise.
9. I will maintain custody and control over whatever materials are entrusted to my care.
10. I will refuse or terminate involvement in any work when I feel that I am being coerced into a particular opinion.
11. I will disclose all known or potential conflicts of interest that could influence or appear to influence my judgment or the quality of my services.
12. I will not falsify my qualifications or permit misrepresentation of my associates' qualifications, nor will I misrepresent or exaggerate my responsibilities in or for the subject matter of prior assignments, employment, or past accomplishments.
13. I will always acknowledge my errors and will not distort or alter the facts.
14. I am to be committed to the integrity of my profession, and will avoid situations in business or personal life where I might contribute to the wrongdoing of others or find myself viewed as a contributor to wrongdoing.
15. I will conduct my work based upon established, validated principles.
16. I will only render opinions that are demonstratively reasonable.
17. I will do my best to thoroughly examine and analyze all evidence, and will not withhold any of my findings, whether inculpatory or exculpatory.

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18. I will provide assistance to those involved in my profession, as long as my assistance does not conflict with any other provision of this Code of Ethics and Conduct.
19. I will conform to all laws – federal, state, and local – pertinent to my profession. If I am unsure of the laws in a given situation, I will seek the assistance of legal counsel.

SECTION NINE – TEST CENTER RULES; TAKING THE TEST

You agree to abide by the following Test Center Rules, and that not abiding by these rules may be grounds for expulsion from the Test:

- A. Two forms of ID will need to be presented before You are allowed to start your Test, with one form of ID containing your picture. You agree to bring the required ID on the day of your Test.

Acceptable forms of ID: U.S. Passport; Driver's license or ID card issued by a state, provided It contains a photograph; ID card issued by federal, state, or local Government agencies or entities provided it contains a photograph; School ID card with photograph; Voters registration card; U.S. Military card or draft record; Military dependent's ID card; U.S Coast Guard Merchant Mariner Card; Native American tribal document; U.S. social security card; Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal; School record or report card; Certification of Birth Abroad issued by the Department of State.
- B. While removable media is allowed into the Testing Center, you agree to not remove any images related to any Test scenario. You further agree to allow members of the Certification Team to inspect any removable media that you bring into the Testing Center.
- C. Cell phones, PDA's and pagers will be allowed into the Testing Center but MAY NOT be connected to any computer used for the purposes of conducting the Test. All devices must be set on a vibrate or similar setting.
- D. Talking is not allowed in the Testing Center unless with a Test proctor.
- E. You may take a break whenever needed, but may not leave the Testing Center grounds during the scheduled times for each Test day with the exception of the lunch break, and when you turn in your analysis report.
- F. You agree to report to the Testing Center at the advertised times for Check in each day.
- G. Test candidates that need special accommodations for the Test are to provide a written description of such needs to CyberSecurity Institute at least 7 days before the scheduled Test date.
- H. Cheating or any attempts to cheat will be grounds for expulsion from the Testing Center with no refund of the Test fee.
- I. In the case of a documented emergency, You will be allowed to reschedule your Test with no additional fees charged. These situations will be taken into consideration on a case-by-case basis, with the final decision determined by CyberSecurity Institute.
- J. Turning in your analysis report signals the end of your Test.
- K. Situations not covered in these rules will be dealt with on a case-by-case basis, with CyberSecurity Institute making the final determination as to how the situation will be dealt with.

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SECTION TEN – QUESTIONS

You agree to answer the following questions, A through G, truthfully and accurately:

A. Have You ever been convicted of a felony, had adjudication withheld on a felony, pled no contest to a felony, or entered into a pre-trial agreement for a felony?

YES NO

(Circle correct answer)

B. Have You ever been convicted of a misdemeanor, had adjudication withheld on a misdemeanor, pled no contest to a misdemeanor, or entered into a pre-trial agreement for a misdemeanor?

YES NO

(Circle correct answer. If answer is YES, then attach a separate sheet with a detailed explanation.)

C. Are You presently being investigated or are You charged with any felony or misdemeanor offense?

YES NO

(Circle correct answer. If answer is YES, then attach a separate sheet with a detailed explanation.)

D. Have You ever been served a restraining order or similar court order?

YES NO

(Circle correct answer. If answer is YES, then attach a separate sheet with a detailed explanation.)

E. Has any professional license held by You in this or any other state/country been revoked or suspended?

YES NO

(Circle correct answer. If answer is YES, then attach a separate sheet with a detailed explanation.)

F. Have You fully read the CyberSecurity Institute Code of Ethics and Conduct and hereby confirm that You have not violated any of its provisions in the past, and that You will comply with the provisions in the future?

YES NO

(Circle correct answer)

G. Have You fully read the Test Center Rules and agree to abide by them?

YES NO

(Circle correct answer)

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