Zscaler Certification Program Terms of Use

Effective Date: May 9, 2025

These Zscaler Certification Program Terms of Use ("Terms") are by and between Zscaler, Inc. ("Zscaler," "We," or "Our") and you ("You," "Your," and "Yourself") and govern Your participation in the Zscaler Certification Program. We may make changes to these Terms from time to time at our sole discretion. If We make changes, We will post the revised Terms and update the Effective Date above. If the changes, in Our sole discretion, are material, We may also notify You by sending an email to the address associated with your Account (if You have chosen to provide an email address) or by otherwise providing You with notice through our Program. Your continued use of the Zscaler Certification and/or participation in the Program after revised Terms have been posted constitutes Your acceptance of the revised Terms. If You do not agree to the revised Terms, You must immediately stop: (i) accessing and using the Program; and (ii) using any and all Zscaler Certifications and Zscaler Marks.

BY ACCESSING AND PARTICIPATING IN THE PROGRAM IN ANY WAY INCLUDING OBTAINING AND MAINTAINING A ZSCALER CERTIFICATION, YOU AGREE TO BE BOUND BY THESE TERMS AND ZSCALER'S PRIVACY POLICY LOCATED AT https://www.zscaler.com/privacy/company-privacy-policy ("Privacy Policy").

If You do not agree to these Terms or the Privacy Policy, You may not participate, access, or use the Program including receiving and maintaining a Zscaler Certification.

1. Definitions.

- **1.1** "Account Information" means information about You that You provide to or on behalf of Zscaler in connection with the creation or administration of Your Zscaler Certification Account and registration for Certification Exams.
- **1.2** "Certification Exam" means the exam on which You must receive a passing grade to receive a particular Zscaler Certification.
- **1.3** "Certification Exam Provider" means the third party engaged and authorized by Zscaler to administer the applicable Certification Exams.
- **1.4** "Certification Data" means information related to participation in the Zscaler Certification Program, including Your first and last name, email address, Certification Exam voucher numbers, voucher redemption status, and pass or fail status for completed Certification Exams.
- **1.5** "Exam Session" means the period of time from when the Certification Exam check-in process commences until You exit an Online Test Delivery browser to complete an Certification Exam.
- **1.6** "Online Test Delivery" means any Certification Exam delivered in person via a testing center or online, remote online proctored, on-demand, or any other test delivery mode that is intended to be proctored remotely.
- **1.7** "**Testing Materials**" means the Certification Exam and any other materials that are provided to You in connection with a Certification Exam including, but not limited to, instructions, study materials, exam questions, or other content.

- **1.8** "Unauthorized Content Disclosures" means any Testing Materials that are disclosed by or to anyone without the express written permission of Zscaler including, but not limited to, Testing Materials listed on third-party websites without the express written permission of Zscaler.
- **1.9** "**Zscaler Certification(s)**" means a specific certification designation that is provided to participants who have received a passing score on a Certification Exam.
- **1.10** "Zscaler Certification Program" or "Program" means the Zscaler certification program whereby Zscaler provides participants the ability to obtain Zscaler Certifications. The Program includes the Zscaler Certifications, Testing Materials, the Zscaler Certification Site, and the Certification Exams.
- **1.11** "Zscaler Certification Site" means https://www.zscaler.com/resources/training-certification-overview (and any successor or related site designated by Zscaler), as may be updated by Zscaler from time to time, in Zscaler's sole discretion. It includes subpages, such as those describing Zscaler Certification policies and benefits.
- 1.12 "Zscaler Confidential Information" means all confidential and proprietary information of Zscaler, which includes, without limitation, these Terms, the Testing Materials, the Zscaler Certification Program, the Zscaler Marks, and information (tangible or intangible) regarding Zscaler's technology, software, services, hardware, products, designs, techniques, research, know-how, specifications, product plans, pricing, customer information, user data, current or future strategic information, current or future business plans, policies or practices, employee information, and any and all other business and technical information which are marked "confidential" or "proprietary" at the time of disclosure by Zscaler; or by its nature or content is reasonably distinguishable as confidential or proprietary. Zscaler Confidential Information does not include information that: (a) is or becomes generally known to the public without breach by You of any confidentiality obligation owed to Zscaler; (b) was known by You prior to its disclosure by Zscaler without breach of any obligation owed to Zscaler and without an obligation of confidentiality; (c) was independently developed by You without the use of or reference to any Zscaler Confidential Information; or (d) is lawfully received by You from a third party without breach of any obligation owed to Zscaler and without an obligation of confidentiality.
- **1.13** "Zscaler Marks" means any Zscaler copyrights, trademarks, service marks, service or trade names, logos, and other designations of Zscaler and its affiliates together with all goodwill related to the foregoing that We may make available to You in connection with these Terms and the Program. Zscaler trademarks can be found online at the following website which may be updated from time to time by Zscaler, in Zscaler's sole discretion: https://www.zscaler.com/legal/trademarks.

2. The Zscaler Certification Program.

- **2.1 Valid Certification.** To obtain a Zscaler Certification, You must meet the minimum requirements of the Program and receive a passing score on the applicable Certification Exam in accordance with Zscaler's testing guidelines. Each Zscaler Certification is valid for a period of two (2) years following the date on which You successfully pass the applicable Certification Exam.
- **2.2 Errors and Availability.** Access to the Program may be unavailable without notice at certain times. Zscaler is not liable for any damages that may result from such unavailability or due to errors in transmission of the Zscaler Certification Exams.

- **2.3 Noncompliance.** If Zscaler or a Certification Exam Provider determines that You have violated these Terms before, during, or after Your participation in receiving, taking, or completing a Certification Exam, Zscaler or the Certification Exam Provider may take any action, in its sole discretion, it determines necessary including, but not limited to, terminating Your Exam Session, canceling the results of Your Certification Exam, requiring You to retake a Certification Exam to validate a passing score, limiting when, where, and through what exam delivery modality You may take a Certification Exam, terminating Your rights under these Terms, and prohibiting You from participating in the Program.
- **2.4 Changes to the Program.** In an effort to continually improve the Program, Zscaler may, at any time in its sole discretion, make changes to the Program without notice, including, but not limited to, adding available Zscaler Certifications or modifying certification requirements.

3. Your Obligations and Responsibilities.

- **3.1. Eligibility.** By participating in the Program, You represent and warrant that: (i) You are lawfully able to enter into these Terms and not barred from using or participating in the Program under any applicable laws; (ii) You are at least eighteen (18) years of age; and (iii) You have not been permanently suspended or removed from the Program. To participate in the Program, You must comply with all rules and requirements applicable to the Program including complying with these Terms and the Zscaler Certification Site (collectively, the "Certification Requirements").
- **3.2** Registration and Access. Upon registration, You will be asked to provide information about Yourself and Your employer, such as Your full name and work email address. By creating an account to participate in the Program ("Account") and participating in the Program, You acknowledge and agree that Your username will be visible to other Program participants.

You are entirely responsible for maintaining the confidentiality of Your password and Account Information and for any and all activities that occur under Your Account. You agree to immediately notify Zscaler of any unauthorized use of Your Account or any breach of security of which You become aware, including Unauthorized Content Disclosures. You agree that You are liable for losses incurred by Zscaler or any other user of or visitor to the Program due to the use of Your username, password, or Account by another person. You shall not use anyone else's username, password, Account, or Account Information. Your access and continued participation in the Program is granted at Zscaler's sole discretion and Zscaler may revoke, restrict, or suspend Your access, at any time for any reason, without liability.

- **3.3 Account Information.** Zscaler will use Your Account Information and Personal Data (as defined in the Privacy Policy) in accordance with the Zscaler Privacy Policy and these Terms. You consent to Zscaler's use of Your Personal Data to: (i) verify Your identity; (ii) create and maintain Your Account; (iii) take steps to prevent and detect fraud and abuse in order to protect the security and validity of Certification Exams; (iv) process any payments made by You; and (v) as otherwise necessary for Your participation in the Program including providing the Certification Exams to You.
- **3.4 Your Responsibilities.** At all times when representing Yourself as the recipient of a Zscaler Certification or participating in the Zscaler Certification Program (e.g., through registration, testing, scoring, and reporting activities), You shall:
 - (a) conduct Your activities in a professional manner;

- (b) not imply any relationship or affiliation between Zscaler and You, except as expressly permitted by these Terms;
- (c) ensure all Zscaler Certification Account Information is current and accurate including, but not limited to, an email address that You regularly check and that is able to receive email correspondence from the @zscaler.com domain;
- (d) comply with all rules and requirements provided to You by Zscaler and a Certification Exam Provider;
- (f) not gain access to (or attempt to gain access to) another user's account or Certification Exam;
- (g) not transfer Your Certification Exam or Zscaler Certification to any other person; and
- (e) immediately notify Zscaler of any non-compliance with these Terms or unauthorized use or access of Your Account.
- **3.5 Zscaler Contact.** You agree that Zscaler may contact You via email or otherwise with information relevant to Your participation in the Program.
- **3.6 Benefits.** If You hold one or more active Zscaler Certification(s), You may earn additional benefits as described on the Zscaler Certification Site. All benefits are non-transferable and intended for use solely by the individual who earned the benefit and by the Zscaler Certification Account to which the benefit was originally assigned. If Zscaler, in its sole discretion, determines You misused, transferred, or allowed improper access to a benefit, Zscaler may invalidate the exam result related to Your misconduct. We will not reinstate the benefit, and You will not be eligible for a refund or any compensation as a result of such action.

4. Testing.

- **4.1. Testing Rules.** You shall comply with all rules, requirements, and applicable laws related to registration, administration, taking, scoring, and reporting of the Certification Exam as set forth by Zscaler and by each Certification Exam Provider, including, without limitation, fully and truthfully cooperating with any investigation into testing irregularities, providing government issued identification to verify Your identity, and if applicable, taking a headshot and submitting it to Certification Exam Provider's testing system. In addition, You shall not:
 - (a) receive or provide unauthorized assistance, or submit work that is not Your own;
 - (b) possess, access, or use unauthorized materials including Unauthorized Content Disclosures of any Certification Exam or Testing Materials;
 - (c) falsify Your identity or identification documents, or misuse any testing identification number, username, or other credentials that have been provided to You;
 - (d) allow another individual to test under Your identity;
 - (e) claim exam results that You did not validly obtain;
 - (f) disclose, share, or disseminate the content of any Certification Exam or Testing Materials;
 - (g) use tobacco, alcohol, or drugs, or be under the influence of alcohol or drugs while You are taking any Certification Exam;

- (h) engage in illegal, unlawful, negligent, disruptive, harassing, abusive, threatening, or destructive behavior while You are taking any Certification Exam;
- (i) use or run any hardware or software during the Exam Session that could be used to violate the Certification Requirements including, but not limited to, additional monitors, peripherals, virtual machines, and remote desktop, screen-sharing, image capture, or communication software found on any computer You used to take a Certification Exam through Online Test Delivery;
- (j) use the Online Test Delivery in any manner that could interfere with, disable, disrupt, overburden, or otherwise impair the such system;
- (k) screen-shot any of the Certification Exams via the Online Test Delivery;
- (I) upload, transmit, or distribute to or through the Online Test Delivery system any viruses, worms, malicious code, or other software intended to interfere with the Online Test Delivery, including its security-related features; and
- (m) use the Program including the Online Test Delivery to violate applicable law or infringe any person's or entity's privacy rights, intellectual property rights, or any other proprietary rights.
- **4.2. Retakes.** If You do not pass a Certification Exam, You may retake that Certification Exam in accordance with the retake policy as described on the <u>Zscaler Certification Site</u> and any other policies communicated to You in writing by Zscaler.
- **4.3 No Transfer or Refunds.** In the event You are unable to sit for an Exam Certification or You decide to take a different Exam Certification, You are unable to transfer Your Exam Certification to another person. Zscaler will not provide any refunds to You for any reason.
- **4.4 Data Forensics and Statistical Analysis.** Zscaler performs regular data forensics and other statistical analyses on its Certification Exams. If We detect anomalies in Your exam performance based on data forensics, other statistical analyses, or suspicious account activity, Zscaler may take any action it deems necessary, in its sole discretion, including those described in Section 2.3 (Noncompliance). In order to protect the detection mechanisms used, Zscaler shall not be required to disclose specific details about data forensics, statistical analyses, and suspicious account activity that is the basis for taking such action. If Zscaler has provided You written notice that one or more of Your Certification Exam results were invalidated based on data forensics, other statistical analyses, or suspicious account activity, You will immediately cease using any Zscaler Certifications and are prohibited from taking a subsequent Certification Exam through Online Test Delivery without first receiving written permission from the Zscaler Certification Security team.

5. Confidentiality.

You agree that all Testing Materials, including Certification Exams, are Zscaler Confidential Information. Zscaler owns all rights, title, and interest in and to its confidential Information. You shall not use any Zscaler Confidential Information for any purpose except as necessary for Your participation in the Program. You shall not use, indirectly or directly disclose, reproduce, copy (unless previously authorized in writing by an authorized representative of Zscaler), modify, transmit, distribute, or make derivative works of Zscaler Confidential Information in any form. You shall not reverse engineer, disassemble, or decompile any technology, prototypes, software, samples, or other

tangible objects that embody Zscaler's Confidential Information. You shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of Zscaler Confidential Information. You shall immediately notify Zscaler of any unauthorized use or disclosure, or suspected unauthorized use or disclosure of any Zscaler Confidential Information. All documents and other tangible objects containing or representing Zscaler Confidential Information and all copies or extracts thereof that are in Your possession or control of shall be and remain the property of Zscaler and shall be promptly returned to Zscaler or destroyed (with proof of such destruction), promptly upon Zscaler's request or Termination (as defined below).

6. Intellectual Property.

6.1 Zscaler Intellectual Property. Zscaler owns and retains all rights, title, and interest in and to all Zscaler products and technology, Zscaler Marks, Zscaler Certifications, Certification Exams, the Program, Testing Materials, Zscaler Confidential Information and any and all related information, content, data, Zscaler materials, including all copyrights, patent rights, trademark rights, and other proprietary rights therein (collectively "**Zscaler Proprietary Information**"). All rights in Zscaler Proprietary Information are expressly reserved to Zscaler. In no way does Your use of or participation in the Program give You any right, title, interest, or ownership to Zscaler Proprietary Information other than the limited rights expressly set out in Sections 6.2 (Use of Name and Logo) and 6.3 (Limited License) of these Terms. You agree that You have no rights, title, or interest in or to the Zscaler Marks and that You will not adopt, use, or attempt to register any of the Zscaler Marks or any confusingly similar marks.

6.2 Use of Name and Logo. Upon payment of all Program fees and if You obtain a Zscaler Certification, We grant You a limited, non-exclusive, revocable, non-sublicensable, non-transferable, and non-assignable right to use the name of the specific Zscaler Certification that You obtained and the associated trademark and copyright, which will be made available in Your Zscaler Certification account or through our third-party digital badge provider, for the sole purpose to indicate Your valid Zscaler Certification status and solely for the period that Your Zscaler Certification remains valid. Your use of the Zscaler Certification trademark and copyright is subject to Your compliance with this Section 6.2 of the Terms, the Zscaler's trademark use guidelines, and any other logo usage guidelines provided to You by Zscaler. When using the Zscaler Certification trademark and copyright, you must: (i) not modify, edit, or change the copyright or trademark; (ii) use the full trademark, not an abbreviated version or acronym of the name; and (iii) only use the trademark and copyright for the permitted purposes herein. You agree that Your use of any Zscaler Mark shall inure to the sole benefit of Zscaler and, if at any time, You acquire any rights in or to, or any registration or application for, the Zscaler Mark by operation of law or otherwise, You will immediately, at no expense to Zscaler, assign such rights, registrations, or applications to the Zscaler, along with any and all associated goodwill.

6.3 Limited License. Upon payment of all Program fees, Zscaler hereby grants You a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable license to use the Program and Testing Materials for the sole purpose of accessing and making personal use of the Program and the Certifications in accordance with these Terms and Zscaler's instructions. This license does not include the right to: (i) any distribution or resale of the Program or any Zscaler Confidential Information; (ii) any derivative use of the Program or the Zscaler Confidential Information including creating derivative works; (iii) use for any business purposes, except as otherwise provided herein; and (iv) modify the Zscaler Confidential Information, the Program, or Zscaler Certifications without the express written consent of an authorized representative of Zscaler.

7. Term and Termination.

7.1. Term. These Terms are effective when: (i) You click an "I Accept" (or similar language) button or checkbox presented with these Terms; or (ii) You are scheduled or sit for a Certification Exam, whichever is earlier. These Terms will continue to be in effect until the termination of Your access to the Program or at such time that You no longer hold a valid Zscaler Certification, whichever is earlier.

7.2. Termination. Upon the earliest of termination of these Terms, termination of Your access to the Program, or expiration of Your Zscaler Certification, Your Zscaler Certification(s) will become invalid and all rights and licenses granted herein shall automatically terminate ("**Termination**"). For clarity, upon Termination, You may no longer use any Zscaler Marks or claim to hold a Zscaler Certification. Any rights and licenses granted under Sections 6.2 (Use of Name and Logo) and 6.3 (Limited License) of these Terms shall be automatically terminated: (a) in the event You breach these Terms including any unauthorized use by You; (b) upon Zscaler's written notice, at any time, in Zscaler's sole discretion; or (c) on the date Your Zscaler Certification or these Terms are terminated or expired. Your obligation to cooperate with any investigation into suspected testing irregularities, and to adhere to all confidentiality provisions herein, will remain in effect. Sections 5 (Confidential Information), 6.1 (Zscaler Intellectual Property), 8 (Limitation of Liability), 9 (Indemnity), 10 (Warranties), 11 (Governing Law), and 1 (Definitions) shall survive the Termination.

8. Limitation of Liability.

YOU SHALL BE FULLY LIABLE FOR YOUR PERFORMANCE AND ACTIONS IN CONNECTION WITH THESE TERMS, YOUR PARTICIPATION IN THE PROGRAM, TAKING THE CERTIFICATION EXAMS, AND YOUR USE OF THE ZSCALER CERTIFICATIONS AND ZSCALER MARKS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE NOR ANY OF OUR AFFILIATES, LICENSORS OR CERTIFICATION EXAM PROVIDERS WILL BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE DAMAGES, OR LOST PROFITS ARISING FROM OR RELATING TO THESE TERMS OR THE PROGRAM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE NOR ANY OF OUR AFFILIATES, LICENSORS OR CERTIFICATION EXAM PROVIDERS WILL BE RESPONSIBLE OR LIABLE, FOR ANY COMPENSATION, REIMBURSEMENT, LIABILITIES, LOSSES, EXPENSES, CLAIMS, OR DAMAGES DUE TO, ARISING FROM OR IN CONNECTION WITH: (I) YOUR FAILURE TO ACHIEVE ZSCALER CERTIFICATION OR INABILITY TO PARTICIPATE IN THE PROGRAM, INCLUDING BUT NOT LIMITED TO, AS A RESULT OF ANY: (A) TERMINATION OR SUSPENSION OF THESE TERMS OR THE PROGRAM, OR (B) OUR DISCONTINUATION OF ANY ZSCALER CERTIFICATION, CERTIFICATION EXAM, OR ALL OR PART OF THE PROGRAM; (II) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THESE TERMS OR YOUR USE OF OR ACCESS TO THE PROGRAM; OR (III) YOUR PARTICIPATION IN THE PROGRAM INCLUDING ANY DAMAGES ARISING OUT OF YOU TAKING THE CERTIFICATION EXAMS.

IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF ZSCALER OR ITS AFFILIATES HEREUNDER EXCEED ONE HUNDRED U.S. DOLLARS (\$100). THE LIMITATIONS OF THIS SECTION WILL APPLY TO ANY THEORY OF LIABILITY, INCLUDING THOSE BASED ON WARRANTY, CONTRACT, STATUTE, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ZSCALER OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF ANY REMEDY SET FORTH IN THESE TERMS IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

9. Indemnity.

You shall indemnify, defend, and hold harmless Zscaler and its affiliates and its and their respective officers, directors, and employees, from and against any and all claims, losses, demands, liabilities, actions, damages, costs and expenses as incurred, including without limitation, reasonable attorneys' fees (collectively, "Claims") due to, arising out of or in connection with: (i) Your use of the Zscaler Marks and Zscaler Certifications including Claims alleging Your use misappropriates a third party's intellectual property rights, privacy, or other proprietary right, provided (a) such use is not authorized by these Terms, and (b) the Claim is not directly caused by Zscaler Marks or Zscaler Certification; (ii) Your breach of any term or condition of these Terms; (iii) Your participation in the Program; (iv) Your negligent or willful acts or omissions; and (v) Your violation of applicable laws or regulations. We reserve the right to control the defense of any matter for which You are required to indemnify Zscaler, and You agree to cooperate with Our defense of these Claims.

10. Warranties.

ALL ZSCALER CONFIDENTIAL INFORMATION AND THE PROGRAM INCLUDING THE ZSCALER CERTIFICATION SITE, IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, LEGAL, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OF YOU. ZSCALER AND ITS AFFILIATES DO NOT WARRANT THAT THE PROGRAM, ZSCALER CONFIDENTIAL INFORMATION, OR CERTIFICATION EXAMS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR FREE. ZSCALER DOES NOT CONTROL, ENDORSE, OR TAKE RESPONSIBILITY FOR ANY CONTENT AVAILABLE ON OR LINKED TO THE PROGRAM OR THE ACTIONS OF ANY THIRD PARTY OR USER. WHILE ZSCALER ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE ZSCALER CERTIFICATION SITE SAFE, WE DO NOT REPRESENT OR WARRANT THAT THE ZSCALER CERTIFICATION SITE OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

11. Governing Law.

To the fullest extent permitted by applicable law, any claims arising out of or relating to these Terms or the Program will be governed by the laws of the State of California, without regard to its conflict of laws rules. All disputes related to these Terms or the Program will be brought solely in the federal or state courts located in Santa Clara, California, and You and Zscaler consent to personal jurisdiction in these courts.

12. Third Party Sites.

Our Zscaler Certification Site may contain links to other websites. We are not responsible for the privacy practices of any websites other than Our own. We encourage you to review the privacy statements of any such websites to understand their information practices.

13. Zscaler Contact and Information.

These Terms are a legally-binding agreement between You and Zscaler, Inc. If You have any questions about these Terms, please contact Zscaler at certification@zscaler.com. If You have any questions related to the Program, You can find more information at the Zscaler Certification Site and on the FAQ document.