



AMPP Terms of Service, Candidate Agreement and Code of Professional Conduct

Updated February 1, 2022

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

YOUR USE OF AND ACCESS TO THE ASSOCIATION FOR MATERIALS PROTECTION AND PERFORMANCE ("AMPP") MY CERTIFICATION PORTAL, AMPP CERTIFICATION EXAMINATIONS AND AMPP CERTIFICATIONS ARE CONDITIONED UPON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THESE TERMS OF SERVICE AND ALL INCORPORATED ADDITIONAL TERMS AND AMPP POLICIES (THE "TERMS").

AMPP has developed and provides professional certification programs that require candidates to meet specified eligibility requirements, take a secure examination and comply with ongoing certification standards for materials protection and performance. AMPP provides a secure, cloud-based platform known as "My Certification Portal" that enables AMPP certification candidates and renewal applicants to apply for AMPP certifications, register for and schedule AMPP 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 AMPP. (Collectively, the "AMPP Certification Services"). Only persons applying for or maintaining an AMPP certification are permitted to use the AMPP Certification Services. "You" and "Your" as used in these Terms of Service refers to the person accessing or using the AMPP Certification Services and entering into this contract with AMPP.

Your access to and use of the AMPP Certification Services is subject to these Terms of Service, as well as the AMPP Candidate Agreement, the AMPP Application Guide, the AMPP Examinee User Guide and the AMPP Certification Code of Professional Conduct and Attestation (collectively, the "Additional Terms"), all of which are incorporated by reference and made part of these Terms of Service. By accessing or using the AMPP Certification Services, you are certifying to AMPP 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 AMPP Certification Services.

When accessing or using the AMPP 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 My Certification Portal.
2. You will immediately notify AMPP via email at certificationcommunication@ampp.org if you have any reason to believe that user credentials or your account on My Certification Portal are no longer secure or have been hacked or accessed by any third party.
3. You will provide accurate, complete and truthful information to AMPP about yourself, your education and your work, including Personal Information (as that term is defined and use in the AMPP Privacy Policy), in the course of accessing or using the AMPP Certification Services and, if any information that you previously provided to AMPP changes after you have provided it, you will promptly update your information in your account in My Certification Portal. You are authorizing AMPP and its affiliates and vendors to receive, use, store, transmit, display and process your Personal Information and other data as needed for the purpose of providing the AMPP Certification Services in accordance with this Agreement and for AMPP's other legitimate purposes in accordance with its Privacy Policy.
4. You will promptly pay AMPP all applicable fees specified by AMPP for the AMPP Certification Services that you elect to use.
5. You are exclusively responsible for knowing and understanding the eligibility requirements for all AMPP certifications for which you apply. Submitting an application for an AMPP certification for which you do not meet all eligibility requirements will not constitute grounds for a refund of the application fee.
6. AMPP reserves the right to audit any application and related information that you submit to AMPP for any purpose and may take any steps reasonably required to verify the authenticity, accuracy and completeness of any information or documents submitted by you in relation to the AMPP Certification Services.



7. AMPP may investigate discrepancies and apparent inaccuracies in any information that you provide to AMPP in the course of accessing or using the AMPP Certification Services.
9. You are authorizing AMPP 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 AMPP Certification Services, including but not limited to: (a) transactions between you and AMPP; (b) notices about the AMPP Certification Services; (c) updates to the AMPP Certification Services; (d) administrative messages and other information; and (e) advertising and marketing of AMPP's products and services. You may choose to opt-out of receiving AMPP advertising and marketing materials by unsubscribing from such communications by following the instructions in the message.
10. Upon AMPP granting you a certification, you will abide by the applicable AMPP Certification Code of Professional Conduct (provided below), you will only use and identify the certification credential in accordance with the AMPP Policy on Use of Institute Certification Seals and Certification Titles and you will comply with all AMPP recertification requirements in order to maintain the certification.
11. You are authorizing AMPP to publicly disclose and display your present AMPP certification status, including whether your certification has lapsed, and whether AMPP has suspended or revoked your certification. AMPP will not share your AMPP certification examination scores with a third party unless it is obligated by law to do so (for example, in response to a subpoena, court order or other lawful requirement by a government agency). In any fraud or ethics investigation conducted by AMPP in relation to your conduct, in AMPP's sole discretion, you are further authorizing AMPP to disclose, communicate and share with legitimately interested third parties (including but not limited to your employer and any applicable licensing board or regulator) your AMPP certification status, including whether your certification has lapsed, and whether AMPP has suspended or revoked your certification, imposed any sanction or taken any action against you as a result of your violation of these Terms of Service as determined by AMPP in its sole discretion. By way of example and not limitation, if AMPP revokes the certification of a person holding the AMPP CP-4 certification and the basis for revocation involved falsification of data in a regulated environment, AMPP may, in its sole discretion, notify the asset owner or the regulator of the revocation if the infraction could, as determined in AMPP's sole discretion, represent noncompliance with regulations designed to protect public safety or the environment.
12. If you violate the Terms of Service, AMPP 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 AMPP Certification Services, prohibit you from using My Certification Portal, prohibit you from registering for, scheduling or taking any AMPP certification examination, refuse to issue an AMPP certification to you, revoke, suspend or terminate any or all AMPP certifications that you may hold, publicly disclose and display sanctions imposed by AMPP against you, and take any and all other legal actions available to it under the circumstances and applicable law.
13. There are certain things that AMPP does not promise about the AMPP Certification Services. Other than as expressly stated, AMPP does not make any commitments about the specific functionality available through the AMPP Certification Services, their reliability, availability, or ability to meet your needs.
14. TO THE EXTENT NOT PROHIBITED BY LAW, AMPP AND ITS AFFILIATES (AND ASSOCIATED SERVICE PROVIDERS) (A) PROVIDE THE AMPP 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 AMPP CERTIFICATION SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, OR THAT THE INFORMATION YOU PROVIDE TO USE THE AMPP CERTIFICATION SERVICES WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.
15. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE AMPP CERTIFICATION SERVICES OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE AMPP CERTIFICATION SERVICES.
16. To the extent not prohibited by law, you will defend, indemnify and hold harmless AMPP, its affiliates, officers, directors, employees and agents against any cost, expense, loss, damage, or other liability arising from any claim (including reasonable attorneys' fees and costs of defense) that, in the course of using the AMPP Certification Services, you: (a) misused, infringed or misappropriated a trademark, copyright, trade secret, or other intellectual property belonging to AMPP or any third party; (b) caused or contributed to personal or bodily injury, death or property damage to a third party or (c) violated applicable law or these Terms of Service. AMPP 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 AMPP OR 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.
18. THE AGGREGATE LIABILITY OF AMPP AND ITS AFFILIATES, OFFICERS, DIRECTORS, PARENT COMPANIES, SUBSIDIARIES, VENDORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR LICENSORS RELATING TO THE AMPP CERTIFICATION SERVICES WILL BE LIMITED TO THE GREATER OF: (A) THE AMOUNT ACTUALLY PAID BY YOU FOR THE AMPP 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 ARE NOT ALLOWED, AMPP IS RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF AMPP'S FAILURE TO USE REASONABLE SKILL AND CARE OR AMPP'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 the Terms of Service, your relationship with AMPP and any disputes arising out of or related to the AMPP Certification Services or AMPP will be governed by the laws of the United States of America and the state of Texas, 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 effectuating these conventions do not apply to these Terms of Service. Claims can only be litigated in the federal or courts in Houston, Texas, and you and AMPP each agree to personal jurisdiction and venue in those courts. However, you agree that AMPP can apply for injunctive remedies in any jurisdiction.
22. To the extent that the following provision is not in conflict with applicable law, you hereby waive any and all rights you may have to bring a class action against AMPP and further agree that you may only resolve disputes with AMPP 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 AMPP.

IN ADDITION TO THE ABOVE TERMS OF SERVICE, YOU UNDERSTAND AND AGREE THAT YOU MUST READ, ACKNOWLEDGE AND ACCEPT THE TERMS OF THE AMPP CANDIDATE AGREEMENT AS PROVIDED BELOW.

AMPP Candidate Agreement

Adherence to the AMPP Candidate Agreement is necessary to enable AMPP to maintain fair examinations, ensure the validity of examination results and maintain the integrity and value of AMPP professional certifications. The AMPP Candidate Agreement ("Candidate Agreement") is a legally binding contract between you and Association for Materials Protection and Performance ("AMPP") that sets forth the terms and conditions under which AMPP will permit you to take AMPP examinations. You must read, acknowledge, and accept the terms of this Candidate Agreement before you are permitted to register for, schedule and take an AMPP examination, and before you submit a certification application (including renewal). If you do not agree to the terms of this Candidate Agreement, you will not be permitted to register for or take any AMPP examination.

By checking the box next to the words 'I AGREE' following the presentation of the Candidate Agreement, you are affirming to AMPP that all of the below representations and statements to AMPP are true and correct, and you are acknowledging that you have read and understand all of these requirements, rules and policies, and that you agree to abide by all of them.



I affirm that I am the person whose name and address appear on my AMPP certification application, my registration for this AMPP examination, and the government-issued photo identification that I will present or have presented for admission to the examination. I am taking the AMPP examination solely for the purpose of pursuing the AMPP certification for which I have applied, and for no other purpose. I affirm that I am not taking the AMPP examination on behalf of any other person. I affirm that all information that I provided to AMPP at the time of my certification application and my registration for this examination and at any time thereafter was complete, accurate and true in every respect and that, if any of the information that I previously provided to AMPP has changed since the time I provided it, I have submitted updated information that is complete, accurate and true, and reflects all such changes. I understand that providing false, misleading, or incomplete information to AMPP shall be considered a violation of the Candidate Agreement and will subject me to one or more of the consequences provided herein for violations of the Candidate Agreement.

I understand and agree that, as a condition of taking the AMPP examination, I am subject to security screening prior to admission and re-admission to the building and/or room where the AMPP examination is administered. I further understand and agree that the security screening process may include requiring me to: (1) demonstrate that my pockets are empty, (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 genuine religious purpose), (3) lift my pants up to my knees and push my sleeves up to my elbows, and (4) submit personal items for inspection by a test administrator. I understand 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 AMPP examination is administered, at the sole discretion of test administrators.

I understand and agree that the following conduct, whether attempted or completed, is strictly prohibited:

- Copying, capturing, recording, collecting, reconstructing, memorizing, discussing, transmitting or distributing AMPP examination content;
- Giving or receiving assistance on an AMPP examination;
- Viewing the content of another examinee's computer display or examination papers during an AMPP examination administration;
- Possessing or accessing Prohibited Personal Items while inside a room where an AMPP examination is being administered;
- Taking an AMPP examination on behalf of another person;
- Possessing, accessing or using a cellular phone or any device that connects to a cellular network or the Internet while inside a room where an AMPP examination is being administered or in any location during unscheduled examination breaks, other than the computer provided by the test center on which I am taking the examination;
- Possessing, accessing or using any electronic device, camera, recording device, or photographic equipment of any kind while inside a room where an AMPP examination is being administered;
- Possessing, accessing or using any books, notes, papers, note-taking materials, study materials or test-taking aids of any kind while inside a room where an AMPP examination is being administered or in any location during unscheduled examination breaks;
- Failing or refusing to submit to security screening or the inspection of personal items upon request by a test administrator at any time prior to or during an AMPP examination administration;
- Failing or refusing to strictly comply with the instructions and requests of a test administrator at any time prior to or during an AMPP examination administration;
- Engaging in disruptive, threatening or abusive behavior in or near any building where an AMPP examination is being administered; and
- Talking or communicating with anyone other than a test center administrator or an approved test reader (if your request for a test reader accommodation has been approved in writing in advance) while inside a room where an AMPP examination is being administered.



I understand and agree that engaging in any of the above described prohibited conduct shall be considered a violation of the Candidate Agreement. I agree to follow the instructions and requests of all test administrators and understand that my failure or refusal to follow instructions or comply with requests from a test administrator shall be considered a violation of the Candidate Agreement.

I affirm that I am not taking this AMPP examination in my capacity as a test preparation agent or tutor, or for the purpose of obtaining such employment. I affirm that I will not be employed as a test preparation agent or tutor for AMPP examinations for a period of three (3) years following the completion of this examination.

I am aware that AMPP examinations are confidential exams, and that their contents are disclosed to me at the time of test administration in a limited context to permit me to test in pursuit of the AMPP certification for which I have applied, and for no other purpose. I understand that AMPP examinations, questions, reading passages, answer choices, graphic images and all related examination content contained within AMPP examinations ("AMPP Examination Content") are protected by United States and international copyright laws and that AMPP Examination Content is a trade secret under United States and international law. I agree that I will not discuss or disclose AMPP Examination Content orally, in writing, on the Internet, or through any other medium existing today or invented in the future. I agree that I will not copy, reproduce, adapt, disclose, or transmit AMPP Examination Content, in whole or in part, or assist or solicit anyone else in doing the same. I further agree that I will not reconstruct AMPP Examination Content from memory, by dictation, or by any other means, for any purpose. I understand that prohibited acts under these terms include, but are not limited to: describing questions, answer choices, passages, images or graphics from any AMPP examination; identifying terms or concepts contained in exam questions or responses; sharing answers to questions; referring others to information I saw on the exam; reconstructing a list of topics on the test; and soliciting or discussing exam questions, answer choices, passages, images, graphics, or topics in person, through telephonic or electronic communication, or on Internet "chat" rooms, social media, private or public groups, message boards, forums, or through any other means.

I understand and agree that I also am not permitted to possess, solicit, read, study from, or otherwise use confidential information about AMPP examinations during my own exam preparation. I affirm that I have not engaged in such conduct prior to taking the exam and that I will not engage in such conduct during or after the exam. I also agree not to ask any other individual to disclose exam content to me or to seek out actual live, confidential exam content from any other source. I agree that if I receive or have access to information or material in any form and from any source, including but not limited to email, instant messages, text messages, website content, social media posts, electronic bulletin boards, Internet-based groups, digital or electronic files and/or paper documents, that I reasonably believe contains confidential AMPP Examination Content, or has been represented to contain AMPP Examination Content, I will immediately report its existence to AMPP. I agree that I will fully cooperate with any investigation by AMPP related to my receipt or access to information believed or represented to contain AMPP Examination Content.

I understand and agree that AMPP reserves the right to use statistical and psychometric analyses to evaluate the validity of examination response data and scores. I understand and agree that AMPP utilizes these reliable scientific methods to determine whether scores should be withheld, invalidated, canceled or investigated further to determine whether a candidate, or a group of candidates, violated the terms of the Candidate Agreement. I further understand and agree that, if AMPP has a reasonable basis to question the validity of any AMPP examination response data or examination result, whether identified through the use of statistical analysis, psychometric analysis or any other reliable scientific method or source of information, AMPP reserves the right, in its sole discretion, to withhold, cancel and invalidate examination scores, without any requirement to demonstrate that I or any other candidate violated the terms of the Candidate Agreement. I agree that if AMPP invalidates my examination score, I may not be entitled to a refund for the examination, and I may be required to pay the established fee to take the examination again, if I am permitted by AMPP to take the examination again, in AMPP's sole discretion.

I understand and agree that AMPP reserves the right to, 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 AMPP examination, or the results thereof. Upon receiving notice from AMPP that it is conducting an investigation related to the examination, I understand and agree that I am required to:

- fully cooperate with the investigation;
- disclose to AMPP all knowledge that could potentially relate to the investigation;
- produce all documents, data and materials requested by AMPP;
- upon request, submit to an in-person or remote interview, in AMPP's sole discretion, conducted by or on behalf of AMPP; and



- truthfully and completely answer all questions asked by AMPP.

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

- Interrupt, suspend and/or terminate the administration of my AMPP examination;
- Confiscate any item from me during an AMPP examination administration that a test administrator reasonably believes is relevant to a potential violation of this Candidate Agreement, including, but not limited to, notes, 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 AMPP examinations for a fixed period of time or permanently;
- Notify my employer and/or applicable state regulator that my score was withheld, cancelled or invalidated or that I was prohibited or disqualified from taking AMPP examinations for a fixed period of time or permanently; and
- Pursue a civil lawsuit against me based upon my conduct in violation of the Candidate Agreement and/or refer the matter for criminal prosecution by state and/or federal authorities or any government agency with jurisdiction.

IN ADDITION TO THE ABOVE CANDIDATE AGREEMENT AND TERMS OF SERVICE, YOU UNDERSTAND AND AGREE THAT YOU MUST READ, ACKNOWLEDGE, ACCEPT AND ATTEST TO THE CODE OF PROFESSIONAL CONDUCT AS PROVIDED BELOW.

AMPP Certification Code of Professional Conduct

In order to obtain and maintain your certification by the Association for Materials Protection and Performance ("AMPP"), you must attest to and fully comply with the AMPP Certification Code of Professional Conduct (the "Code") set forth below. Failure to fully comply with the Code constitutes unprofessional conduct and may serve as grounds for sanctions including but not limited to a reprimand, suspension, or revocation, or for the denial of the initial certification or recertification, and other sanctions, all of which will be determined at the sole discretion of AMPP.

As a person applying for, holding or maintaining any AMPP certification, I hereby acknowledge and attest that I will:

1. Comply with the AMPP Terms of Service ("Terms of Service") set forth above.
2. Comply with the AMPP Candidate Agreement set forth in and incorporated into the Terms of Service.
3. Comply with the Code and all other applicable written policies of AMPP that apply to my certification.
4. Give first consideration in my AMPP-certified area of competence to public safety and welfare and to the protection of the environment.
5. Apply myself with diligence and responsibility to the materials protection and performance work that lies within my AMPP-certified area of competence.
6. Ensure that I possess the requisite knowledge of current and emerging technologies that apply to my AMPP-certified area of competence, as well as applicable worker safety and environmental regulations that govern my work.
7. Pursue my work with fairness, honesty, integrity and courtesy, ever mindful of the best interests of the public, my employer, and fellow workers and comply with all laws and regulations that apply to my work.
8. Never represent myself to be proficient or make recommendations in phases of materials protection and performance work in which I am not qualified by knowledge and experience.



9. Avoid and discourage untrue, sensational, exaggerated, and/or unwarranted statements regarding my work in oral presentations, written text, and/or advertising media.
10. Maintain the confidentiality of my knowledge of the business affairs, technical processes and proprietary information of clients, employers, and customers.
11. Inform clients and employers of any business affiliations, interests, connections or other potential conflicts of interest which could be perceived as having the potential to influence my professional judgment.
12. Uphold, foster and contribute to the achievement of the objectives of AMPP.
13. Never accept a bribe or gratuity for any work done, or not done.
14. Only use and identify the certification credential granted to me by AMPP in accordance with the Code, the Terms of Service and all applicable written AMPP policies governing the use of AMPP certification seals, symbols, trademarks, and certification titles.
15. Comply with all AMPP recertification requirements in order to maintain my AMPP certification.

Finally, I recognize, acknowledge, and attest that if I violate any part of the Code, the Terms of Service, the AMPP Candidate Agreement or any other applicable AMPP policy, AMPP may impose sanctions against me in accordance with its policies, in its sole discretion, and pursue any remedy available to it under the Code, the Terms of Service, the AMPP Candidate Agreement, the AMPP Application Guide, the AMPP Examinee User Guide (collectively, the "Additional Terms"), prohibit me from registering for, scheduling or taking any AMPP certification or recertification examination, refuse to issue an AMPP certification to me, revoke, suspend or terminate any or all AMPP certifications that I may hold, publicly disclose and display sanctions imposed by AMPP against me, notify interested third parties of the actions taken against me by AMPP and the basis for those actions, and take any and all other legal actions available to it under the circumstances and applicable law.

By checking the box on the screen next to the words "I AGREE" below, you are representing to AMPP that all of the prior information, statements and affirmations that you have provided to AMPP are true and correct, including but not limited to all of the statements and affirmations contained in the Candidate Agreement and the Code of Professional Conduct.

BY CHECKING THE BOX NEXT TO THE WORDS "I AGREE" BELOW, OR ACCESSING OR UTILIZING THE AMPP 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 ALL OF THE TERMS OF SERVICE, CANDIDATE AGREEMENT AND CODE OF PROFESSIONAL CONDUCT, DO NOT CHECK THE BOX NEXT TO THE WORDS "I AGREE" AND DO NOT USE THE AMPP CERTIFICATION SERVICES.