

SMaRtCert LLC Legal & Certification Policies

1. Privacy Policy

Effective Date: July 28, 2026

SMaRtCert LLC ("SMaRtCert," "we," "our," or "us") is committed to protecting the privacy of our candidates and website visitors.

Information We Collect

We may collect:

- Name
- Mailing address
- Email address
- Telephone number
- Government-issued identification
- Photographs and biometric verification images used for identity verification
- Examination registration information
- Payment information (processed through secure third-party payment processors)
- Examination scores and certification status
- Employer verification forms submitted by candidates
- Website analytics and cookies

How We Use Information

Information is used to:

- Verify candidate identity
- Determine eligibility
- Administer certification examinations
- Issue certificates
- Maintain certification records
- Prevent fraud
- Improve certification services
- Comply with legal obligations

Information Sharing

SMaRtCert does not sell personal information.

Information may be shared only with:

- Identity verification providers

- Online proctoring providers
- Payment processors
- Government agencies when legally required
- Employers only with written authorization from the candidate

Data Security

Reasonable administrative, technical, and physical safeguards are used to protect personal information.

Record Retention

Certification records may be retained indefinitely to verify credential status.

Candidate Rights

Candidates may request:

- Access to personal records
 - Correction of inaccurate information
 - Removal of non-required information where permitted by law
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2. Terms of Use

Use of this website constitutes acceptance of these Terms.

Users agree to:

- Provide accurate information.
- Maintain confidentiality of login credentials.
- Not reproduce examination materials.
- Not attempt unauthorized access.
- Not interfere with website operations.

SMaRtCert reserves the right to suspend or terminate accounts for violations.

All website content, examinations, logos, trademarks, and certification materials remain the exclusive property of SMaRtCert LLC.

3. Certification Candidate Agreement

By registering for a SMaRtCert examination, the candidate agrees to:

Candidate Responsibilities

- Provide truthful information.
- Meet eligibility requirements.
- Follow examination rules.
- Complete identity verification.
- Maintain examination confidentiality.
- Refrain from cheating or misconduct.

Examination Security

Candidates agree not to:

- Photograph examination questions.
- Record the examination.
- Share examination content.
- Receive assistance during testing.
- Use unauthorized materials.

Violation may result in:

- Immediate termination of the examination
- Cancellation of scores
- Revocation of certification
- Permanent prohibition from future testing
- Legal action

Certification Decisions

SMaRTCert's certification decisions are based solely upon published eligibility requirements and examination performance.

Certification may be suspended or revoked for fraud, misrepresentation, unethical conduct, or policy violations.

4. Refund Policy

Examination fees become non-refundable after scheduling except as described below.

Eligible Refunds

Candidates may receive a refund if:

- SMaRTCert cancels the examination.
- Duplicate payment is made.
- A technical failure caused by SMaRTCert prevents testing.

Rescheduling

Candidates may reschedule one time without charge if requested at least 72 hours before the examination.

Additional reschedules may incur administrative fees.

No Refunds

No refunds are provided for:

- Failure to appear.
 - Arriving late.
 - Failure of identity verification.
 - Examination misconduct.
 - Failing the examination.
 - Candidate equipment failures.
 - Internet connectivity problems under the candidate's control.
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5. Certification Appeals Policy

Candidates may appeal:

- Eligibility decisions
- Examination irregularities
- Certification denial
- Certification suspension
- Certification revocation

Appeals Process

Appeals must be submitted in writing within **30 calendar days**.

The appeal shall include:

- Candidate name
- Certification
- Examination date
- Reason for appeal
- Supporting documentation

Appeals will be reviewed by an Appeals Committee independent of the original decision-maker.

A written decision will normally be issued within **45 calendar days**.

The Appeals Committee decision is final.

6. Complaints Policy

Complaints may relate to:

- Certification procedures
- Candidate treatment
- Examination administration
- Ethical concerns
- Certification misuse

Complaints shall:

- Be submitted in writing.
- Include supporting evidence.
- Be investigated impartially.

Anonymous complaints may be investigated at SMaRTCert's discretion.

Retaliation against individuals submitting complaints in good faith is prohibited.

7. Candidate Code of Ethics

Certified individuals agree to:

- Conduct themselves honestly.
- Represent certifications accurately.
- Perform work within their competence.
- Follow applicable laws and regulations.
- Protect public safety.
- Report unethical conduct.
- Avoid conflicts of interest.

Failure to comply may result in disciplinary action.

8. Certification Revocation

SMaRTCert may suspend or revoke certification for:

- Fraud
- Misrepresentation
- Examination misconduct
- Credential falsification
- Criminal conduct directly affecting certification integrity
- Violation of the Code of Ethics

Affected individuals shall receive written notice and may appeal.

9. Limitation of Liability

SMaRtCert's total liability shall not exceed the examination fee paid.

SMaRtCert is not responsible for employment decisions, wage determinations, licensing decisions, or business opportunities resulting from certification.

10. Governing Law

These policies shall be governed by the laws of the State of California.