

Terms and Conditions for Use of Cisco Networking Academy Websites and Services

1. **Background.** The sites NetAcad.com and SkillsForAll.com are websites (“Websites”) within the Cisco Networking Academy Program (“Program”). Cisco operates and provides access to a range of Program related websites and microsites accessible to users (including students, nonstudents and alumni) who have a Cisco Username and Passwords. Websites contain content relevant to the Program and are also designed to enable social networking and collaboration (“Services”) among users. The Services enable a user to create personal profiles (each, a “Profile”) that can be searched and viewed by other users. The Services also support discussion forums, chat, electronic messaging, survey tools, blogs, wikis or other collaborative tools that Cisco elects to make available in its discretion. Cisco may modify, enhance, restrict or terminate Websites and Services in its discretion at any time and without notice.

The Program operates in accordance with global privacy laws, including laws that impact children’s privacy. **Registration or use of the Program is not intended for children.** For the purposes of the Program, we consider an individual to be a child if the applicable law limits the processing of an individual’s personal data because the individual is under a certain age (for example, individuals under 13 years of age are children in the US). If we discover that we have processed a child’s personal data or that you have created an account that violates applicable privacy laws or this Agreement, we will terminate your account and promptly delete your personal data. The foregoing restrictions do not apply if an Academy authorized by Cisco to use our teaching materials and resources, has created an account for the individual in the Program. In such cases, the Academy is responsible for obtaining the appropriate consent(s) from the parent or guardian for collection, use and/or disclosure of the personal data in accordance with the applicable privacy laws.

思科网络技术学院使用条款和条件 网站和服务

1. **背景。** NetAcad.com 和 SkillsForAll.com 是思科网络技术学院项目 (“项目”) 内的网站 (“网站”)。思科运营一系列项目相关网站和微网站, 并向拥有思科用户名和密码的用户 (包括学生、非学生和毕业生) 提供访问这些相关网站和微网站的权限。网站包含项目相关内容, 同时还支持用户之间的社交和协作 (“服务”)。通过服务, 用户可以创建可供其他用户搜索和查看的个人简档 (“简档”)。服务还支持论坛、聊天、电子消息发送、调查工具、博客、维基或思科自行选择提供的其他协作工具。思科可随时自行决定修改、改进、限制或终止网站和服务, 恕不另行通知。

本项目根据全球隐私法律 (包括有关儿童隐私的法律) 运营。儿童不可注册或使用本项目。就项目而言, 如果适用法律因个人未满一定年龄 (例如, 美国将未满 13 岁的个人划分为儿童) 而限制处理其个人数据, 则我们视其为儿童。如果我们发现我们处理了儿童的个人数据, 或者您创建的帐户违反了相关隐私法或本协议, 我们将终止您的帐户并立即删除您的个人数据。如果思科授权使用我们的教学材料和资源的学院为项目中的个人创建了项目账户, 则上述限制不适用。在这种情况下, 学院有责任根据适用的隐私法律, 就收集、使用和/或披露个人数据, 取得家长或监护人的适当同意。

此外, 只有在您能够与思科签订具有约束力的合同时, 您才能签署本协议, 并且必须遵守本协议和所有相关法律。

Further, you may only enter into this Agreement if you are capable of forming a binding contract with Cisco, and only in compliance with this Agreement and all applicable laws.

2. **This Agreement; amending this Agreement.** This Agreement is made up of the Terms and Conditions set out below, which are specific to the Program Websites and Services, and the general Cisco Terms and Conditions located here: http://www.cisco.com/web/siteassets/legal/terms_condition.html. If there is a conflict between the two, then the Terms and Conditions set out below take precedence, solely to the extent of that inconsistency. This Agreement covers all of your visits to the Websites and any use of the Services. If you stop visiting the Websites or stop using the Services, this Agreement remains in effect with respect to your previous visits to the Websites and use of the Services.
 - a. **Amendments/Other Terms.** Cisco may change or supplement the terms of this Agreement from time to time at its sole discretion. Cisco will exercise commercially reasonable efforts to provide notice to you of any material changes to the Agreement (e.g., by posting on the Websites). Within five (5) business days of posting changes to the Agreement, the changes will be binding upon you. If you do not agree with the changes, you should discontinue using the Websites or any Services. If you continue using the Websites or Services after such five-business-day period, you will have accepted the changes to the terms of this Agreement. In order to participate in certain Services, you may be notified that you are required to download software and/or agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditions, those additional terms are hereby incorporated into this Agreement.
3. **Rules and Regulations.** This Agreement sets forth the following legally binding Rules and Regulations for the Websites and the Services.
 2. **本协议; 修订本协议。** 本协议包括以下条款和条件 (专门适用于项目网站和服务) 以及思科通用条款和条件 (见 http://www.cisco.com/web/siteassets/legal/terms_condition.html)。如果两者之间存在冲突, 则以下述条款和条件为准 (仅适用于不一致的情况)。本协议适用于您对网站的所有访问以及对服务的任何使用情形。如果您停止访问网站或停止使用服务, 则本协议对您之前访问网站和使用服务的情形而言仍然有效。
 - a. **修订/其他条款。** 思科可随时自行决定更改或补充此本协议条款。思科将尽商业上的合理努力, 将本协议的任何重大变更通知您 (例如, 在网站上发布通知)。在发布本协议变更后的五 (5) 个工作日内, 此类变更将对您具有约束力。如果您不同意此类变更, 您应停止使用网站或任何服务。如果您在五个工作日期限后继续使用网站或服务, 则表示您接受本协议条款的变更。为了参与某些服务, 可能向您发送通知, 要求您下载软件和/或同意附加条款和条件。除非这些附加条款和条件中有明确规定, 否则这些附加条款均纳入本协议。
 3. **规则 and 规定。** 本协议阐述了以下具有法律约束力的网站和服务规则和规定。
 - a. **发布内容。** 网站上的许多信息是由像您一样的第三方用户发布的。请认真选择您在简档或网站上其他位置发布的信息。您对您发布的内容全权负责。下面列出的是禁止您发布的部分内容:
 - i. 任何非法、诽谤、威胁、淫秽、歧视内容或由思科自行裁定为令人反感的其他内容。

- a. **Posting Content.** Much of the information on the Websites is posted by third party users such as you. Please choose carefully the information you post, either in a Profile or elsewhere on the Websites. You are solely responsible for what you post. The following is a partial list of what you are prohibited from posting:
- i. Anything unlawful, libelous, threatening, obscene, discriminatory, or otherwise objectionable as determined in Cisco's sole discretion.
 - ii. Content or images containing nudity, or materials that may be considered obscene, lewd, excessively violent, harassing, explicit or otherwise objectionable.
 - iii. Information prohibited from disclosure under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements, exam questions and/or answers in use).
 - iv. Content that infringes the copyright, trademark, patent, trade secret or other intellectual property rights of anyone.
 - v. Any information or data that misrepresents the identity, characteristics or qualifications of you or any other person, including but not limited to the use of a pseudonym, or misrepresenting current or previous positions, qualifications or affiliations with a person or entity, past or present.
 - vi. Any unsolicited or unauthorized advertising, promotional materials, "spam," "chain letters," "pyramid schemes" or any similar form of solicitation. This prohibition includes but is not limited to a) using invitations to send messages to people who don't know you or who are unlikely to recognize you as a known contact; b) using the Services to connect to people who don't know you and then sending unsolicited promotional messages to those direct connections without their permission; and c) sending messages to distribution lists, newsgroup aliases, or group aliases
- ii. 包含裸体的内容或照片，或者可能被认为是淫秽、下流、极度暴力、骚扰、露骨的材料或其他令人反感的内容。
 - iii. 根据任何法律或者契约或信托关系禁止披露的信息（例如雇佣关系中或保密协议项下了解或披露的内部信息或者专有和机密信息、在用的考题和/或答案）。
 - iv. 侵犯任何人的版权、商标、专利、商业秘密或其他知识产权的内容。
 - v. 歪曲您或任何其他人的身份、特征或资格的任何信息或数据，包括但不限于使用化名或者篡改当前或以前的职位、资格或者过去或当前与个人或实体的关系。
 - vi. 任何未经请求或未经授权的广告、促销材料、“垃圾邮件”、“连锁信”、“非法传销”或任何类似形式的教唆。禁止的行为包括但不限于：a) 向素不相识或不可能将您当作已知联系人的人发送邀请消息；b) 使用服务与素不相识的人联系，然后未经允许即向这些直接联系的人发送未经请求的促销消息；以及 c) 以发送垃圾邮件或教唆为目的向分销商列表、新闻组别名或群组别名发送消息。
 - vii. 任何病毒、恶意软件或其他有害代码。
 - viii. 任何中断或干扰网站服务或其他功能的内容。
 - ix. 任何业务招揽（明确允许学院校友讨论潜在职业机会的网站除外）。
 - x. 思科自行认为诋毁网站意图或者以其他方式不适当地看待思科、其合作伙伴、附属公司或客户的任何其他内容。

- for purposes of spamming or solicitation.
- vii. Any virus, malware or other harmful code.
 - viii. Anything that disrupts or interferes with the Services or other functionality of the Websites.
 - ix. Any solicitations for business (except on those Websites that expressly permit Academy alumni to discuss potential career opportunities).
 - x. Any other content that, in Cisco's sole discretion, undermines the purpose of the Websites or otherwise reflects unfavorably upon Cisco, its partners, affiliates or customers.

Be advised that other users may violate one or more of the above prohibitions, but Cisco assumes no responsibility or liability for such actions. If you become aware of misuse of the Websites or Services by any person, please contact netacadsupport@netacad.com. Cisco may investigate any complaints and violations that come to our attention and may take any action that we believe is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or Profiles. However, because situations and interpretations vary, we also reserve the right not to take any action. Under no circumstances will Cisco be liable in any way for any data or other content on the Websites, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content on the Websites. If at any time you are not happy with the Websites or the Services or object to any material on the Websites, your sole remedy is to cease using the Websites or the Services.

- b. **Laws and Reporting.** You may not use the Websites or Services in any manner inconsistent with applicable law or for any illegal purpose, including but not limited to conspiring to violate laws or regulations. Recognizing the global nature of the Internet, you also agree to comply with applicable local rules or codes of conduct (including codes imposed by your employer or institution) regarding online behavior and acceptable content. Additionally, you agree to comply with applicable laws regarding the transmission of technical data exported from the United States

请注意，其他用户可能会违反上述一项或多项禁令，但思科对此类行为不承担任何责任或义务。如果您得知任何人滥用网站或服务，请发送电子邮件至 netacadsupport@netacad.com。思科可能会对任何已发现的投诉或违规开展调查，并采取任何视为正当的措施，包括但不限于发出警告、删除内容、终止帐户和/或简档。然而，由于情况和理解可能不同，我们也保留不采取任何措施的权利。在任何情况下，思科都不会以任何方式对网站上的任何数据或其他内容承担任何责任，包括但不限于任何此类数据或内容中的任何错误或遗漏，也不对因使用、访问或拒绝访问网站上的任何数据或内容而造成的任何损失或损害负责。如果您在任何时候对网站或服务不满意，或对网站上的任何材料有异议，您唯一的救济是停止使用网站或服务。

- b. **法律和举报。**您不得以任何与适用法律不符的方式使用网站或服务，也不得将网站或服务用于任何非法用途，包括但不限于企图违反法律或法规。考虑到互联网的全球性质，您还同意承诺遵守当地有关在线行为和可接受内容的适用规则或行为准则（包括您的雇主或机构规定的准则）。此外，您应同意遵守有关传输从美国或您所在国家/地区输出的技术数据的适用法律。对思科自行认为疑似违反本条款的任何人员，思科保留开展调查和采取适当措施的权利，包括但不限于向执法机构举报您。在禁止使用本服务的国家/地区使用本服务不具有法律效力。
- c. **用户名和密码。**在注册过程中，系统会要求您选择用户名。每个用户必须具有唯一的用户名和密码。您不得将以下姓名/名称用作您的用户名：可能导致欺骗或混淆的其他人的姓名；侵犯任何商标权、版权或其他专有权的名称；或思科认为低俗或具有冒犯性的名称。思科保

or the country in which you reside. Cisco reserves the right to investigate and take appropriate action against anyone who, in Cisco's sole discretion, is suspected of violating this provision, including without limitation, reporting you to law enforcement authorities. Use of the Services is void where prohibited.

- c. **Username and Password.** During the registration process, you will be asked to select a username. Each user is required to have a unique username and password. You may not select as your username the name of another person to the extent that could cause deception or confusion; a name which violates any trademark right, copyright, or other proprietary right; or a name which Cisco deems in its discretion to be vulgar or otherwise offensive. Cisco reserves the right to delete or change any username for any reason or for no reason. You are fully responsible for all activities conducted through or under your username. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the username or password of another user at any time or to disclose your password to any third party. If you believe your password has been compromised, please change your password immediately. If problems with your password persist, please contact the Cisco support desk at netacadsupport@netacad.com. You are solely responsible for any and all use of your login information (username and password).
- d. **Transfers/Competitive Use.** You may not trade, sell or otherwise transfer your account to any other person without Cisco's written consent. You may not use the Websites or the Services to advertise, promote, endorse or market, directly or indirectly, any products, services, solutions or other technologies that, in Cisco's sole and absolute discretion, compete with the products, services, solutions or technologies of Cisco.

4. **Monitoring.** Nothing in this Agreement requires Cisco to monitor or edit the Websites. If at any time Cisco chooses, in its sole discretion, to monitor or edit the Websites, Cisco assumes no responsibility for anything submitted by users, no obligation to modify or remove any inappropriate submissions and no responsibility for the conduct of any user, except as required under applicable law. Cisco does not endorse and has no control over what users

留出于任何理由或在没有理由的情况下删除或更改任何用户名的权利。您应对通过或以您的用户名进行的所有活动承担全部责任。您应全权负责保护您的密码的机密性。您同意在任何时候都不使用其他用户的用户名或密码，也不会向任何第三方透露您的密码。如果您认为自己的密码被盗，请立即更改密码。如果您的密码仍有问题，请发送电子邮件至 netacadsupport@netacad.com 联系思科支持服务中心。您全权负责您的登录信息（用户名和密码）的任何和所有使用情形。

- d. **转移/竞争性使用。** 未经思科书面同意，您不得向任何其他人士交易、出售或转让您的帐户。您不得使用网站或服务直接或间接地广告宣传、推广、支持或营销思科自行全权认为与思科的产品、服务、解决方案或技术存在竞争关系的任何产品、服务、解决方案或其他技术。

4. **监控。** 本协议的任何内容均不要求思科对网站进行监控或编辑。如果思科在任何时候自行决定监控或编辑网站，思科不对用户提交的任何内容承担任何责任，没有义务修改或删除任何不适当的提交内容，也不对任何用户的行为负责，除非适用法律要求。思科不对用户在网站上发布或提交的内容表示认可，也不会对其进行控制。思科不能保证网站的任何用户提交的任何信息的准确性，也不能保证有关任何用户的任何身份信息的准确性。思科有权出于任何理由或在没有理由的情况下在事先通知或不发送通知的情况下，随时自行决定驳回、拒绝发布或删除任何文档、公告或其他数据，或者限制、暂停或终止任何用户访问网站或服务的全部或部分内容，且对此不承担任何责任。暂停或终止后，思科可自行决定保留或删除您之前提供的任何信息或内容。您同意思科在拒绝发布您提交的或经过修改的内容、限制或删除您提交的内容后，不承担任何责任。

5. 所有权/许可

post or submit to the Websites. Cisco cannot guarantee the accuracy of any information submitted by any user of the Websites, nor any identity information about any user. Cisco reserves the right, in its sole discretion, to reject, refuse to post or remove any Profile, posting or other data, or to restrict, suspend, or terminate any user's access to all or any part of the Websites or Services at any time, for any or no reason, with or without prior notice, and without liability. Upon any suspension or termination, Cisco may retain or delete, in its sole discretion, any information or content that you previously provided. You agree that Cisco has no liability whatsoever if it refuses to post your submissions or edits, restricts or removes your submissions

5. Ownership /Licenses

- a. Cisco does not claim any ownership rights in any text, files, images, photos, video, sounds, works of authorship or other materials that users upload to the Websites or transmit via the Services ("User Content" or your "Content"). However, you understand and agree that by uploading Content to the Websites, transmitting Content using the Services or otherwise providing Content to Cisco, you automatically grant (and warrant and represent you have a right to grant) to Cisco a world-wide, royalty-free, sublicensable (so Cisco affiliates or contractors can deliver the Services) perpetual, irrevocable license to use, modify, publicly perform, publicly display, reproduce and distribute the Content in the course of offering the Websites and the Services. Cisco will treat any User Content as non-confidential and public. Please do not submit confidential or private information. Cisco may distribute your Content, in whole or in part, to third party sites. You agree that any other user of the Websites or any other site on which your Content is exhibited may access, view, store or reproduce your Content for such user's personal use or otherwise in connection with use of such site and the Services.
 - b. The Websites and the Services also contain content owned by or licensed to Cisco ("Cisco Content"). Cisco owns and retains all rights in the Cisco Content and the Services, including all intellectual property rights. Cisco hereby grants you a limited, revocable, non-sublicensable license to reproduce and display the Cisco Content (excluding any software
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 - b. 网站和服务还包括由思科所有或者思科获得许可的内容（以下简称为“思科内容”）。思科拥有并保留思科内容和服务中的全部权利，包括所有知识产权。思科特此向您授予一项有限的、可撤销的、不可再许可的许可，允许您仅出于查看网站的个人目的及在使用服务的必要范围内复制和展示思科内容（不包括任何软件代码）。除上述规定外，本协议中包含的任何内容都不得解释为通过暗示、禁止反言或其他方式授予思科或任何第三方的任何商业秘密、专利、商标、版权或其他知识产权项下的任何许可或权利。保留思科未明确授予的所有许可。
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code) solely for your personal use to view the Websites and otherwise as necessary to use the Services. Except as set forth above, nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise any license or right under any trade secret, patent, trademark, copyright or other intellectual property right of Cisco or any third party. All licenses not expressly granted by Cisco are reserved.

- c. You agree that even though you may retain certain copyright or other intellectual property rights with respect to content you upload while using the Websites, you do not own any data Cisco stores on Cisco's servers (including without limitation any data representing or embodying any or all of your content). Your intellectual property rights do not confer any rights of access to the Websites or any rights to data stored by or on behalf of Cisco.
 6. **User Disputes.** You are solely responsible for your interactions with other users. Cisco reserves the right, but has no obligation, to monitor disputes between you and other users.
 7. **Privacy.** Use of the Websites and Services is also subject to the Cisco Systems Inc. Privacy Policy, located [here](#), and the [Cisco Networking Academy Privacy Data Sheet](#). Additionally, you understand and agree that Cisco may contact you via e-mail or otherwise with information relevant to your use of the Websites or Services. You also agree to have your name and/or email address listed in the header of certain communications you initiate through the Services. Please note that any personal data you provide as part of your use of the Websites will be accessible to other users irrespective of the information you may provide as a Program participant. In other words, if applicable, you should be aware that you may disclose more personal data on the Websites than you disclose under the disclosure policies selected by your individual institution or academy.
 8. **Additional Disclaimer.**
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 11. **Costs and Fees.** Except where you are expressly advised otherwise during the course of your use of the Websites and Services, the Websites and Services are provided at no charge. You are solely responsible for any costs and expenses you incur as a result of your use of the Websites or the Services. You agree that Cisco may later require users to pay a fee to continue to use the Services or to use the Websites.
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