Terms and Conditions for use of Cisco Networking Academy Sites and Services

- 1. Background. As part of the Cisco Networking Academy Program ("the Program"), Cisco operates and provides access to a range of Program related websites and microsites accessible to users (including students, non-students and alumni) who have a Cisco Networking Academy Username and Password (the "Site(s)"). The Site(s) contain content relevant to the Program and are also designed to enable social networking and collaboration (the "Services") among users such as you. 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 Site(s) and / or the Services in its discretion at any time and without notice.
- 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 Sites and Services, and the
 general Cisco Terms and Conditions located
 here:http://www.cisco.com/web/siteassets/legal/terms_condition.ht
 ml.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
 Site(s) and any use of the Services. If you stop visiting the Site(s)
 or stop using the Services, this Agreement remains in effect with
 respect to your previous visits to the Site(s) and/or use of the
 Services.
 - 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 Site(s)). 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 Sites(s) or any Services. If you continue using the Sites(s) 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 Site(s) and the Services.
 - a. <u>Posting Content</u>. Much of the information on the Sites(s) is posted by third party users such as you. Please choose carefully the information you post, either in a Profile or elsewhere on the Sites(s). You are solely responsible for what you post. The following is a partial list of what you are prohibited from posting:
 - Anything unlawful, libelous, threatening, obscene, discriminatory, or otherwise objectionable as determined in Cisco's sole discretion;
 - Content or images containing nudity, or materials that may be considered obscene, lewd,

使用思科網路學院網站和服務的條款和 條件

- 1. 背景。作為思科網路學院計劃 (下稱「計劃」)的一部份,思科營運並提供具有思科網路學院使用者名稱和密碼 (下稱「網站」)的使用者 (包括學生、非學生和校友),可存取一系列與本計劃相關的網站和微型網站之存取權。本網站包含與本計劃相關之內容,同時目的在於在諸如您的使用者之間,進行社交網路作業和協同合作 (下稱「服務」)。本服務讓使用者能夠建立個人設定檔 (每一個都稱為「設定檔」),以供其他使用者搜尋與檢視。本服務同時支援思科根據自主判斷提供之座談會、聊天、電子訊息、問卷工具、部落格、Wiki 或其他共同作業工具。思科得根據其自主判斷在不另行通知的情况下,隨時修改、加強、限制或終止本網站和/或本服務。
- 2. 本協議;修訂本協議。本協議由以下條款和條件所組成,這些條款和條件專為本計劃網站和服務制定,一般思科條款和條件位於此處: http://www.cisco.com/web/siteassets/legal/terms_condition.html。兩者之間如有衝突時,則下列條款和條件將優先於內容不一致之處。本協議涵蓋您瀏覽的所有網站與任何所使用之服務。倘若您不瀏覽本網站或

不再使用本服務,本協議對於您之前瀏覽本網站和/

或使用本服務仍具有效力。

- a. 修訂/其他條款。思科得隨時自行決定變更或補充本協議之條款。思科將盡商業上合理之努力通知您本協議的任何重大變更 (例如發佈於本網站上)。在本協議發佈變更的五 (5) 個工作日內,變更將對您具有約束力。倘若您不同意這些變更,您應停止使用本網站或任何服務。若您於五個工作日之後繼續使用網站或服務時,即表示您接受本協議條款的變更。為了參與某些服務,您可能會收到通知,要求您下載軟體和/或同意其他條款和條件。除其他條款和條件另有明確規定外,這些其他條款將納入本協議。
- 3. 規則與規章。本協議明訂下列網站和服務具 有法律約束力之規則與規章。
 - a. 發佈內容。本網站上的大部份資訊均由諸如您自己的第三方使用者所發佈。請於設定檔或本網站上之其他位置謹慎選擇您所發佈之資訊。您必須對於您所發佈之內容負全部責任。下列為禁止發佈內容之部分清單:
 - 任何非法、誹謗、威脅、淫穢、歧視,或其他由思科根據其自主判斷為令人反感之內容:
 - 包含裸露之內容或映像,或可能視 為淫穢、猥褻、過度暴力、騷擾、露骨或其 他令人反感之內容;

excessively violent, harassing, explicit or otherwise objectionable: Information prohibited from disclosure under 根據任何法律、合約或受託關係 any law or under contractual or fiduciary relationships (例如內幕資訊、因僱傭關係或保密協議得 (such as insider information, or proprietary and 知或揭露的專屬性及機密性資料、使用中的 confidential information learned or disclosed as part of 考題和/或答案) 之內容; employment relationships or under nondisclosure agreements, exam questions and/or answers in use); Content that infringes the copyright, trademark, 侵犯任何人的版權、商標、專利、 patent, trade secret or other intellectual property rights of 商業機密或其他智慧財產權之內容: anyone; Any information or data that misrepresents the 任何誣衊您或任何其他人的身分、 identity, characteristics or qualifications of you or any 特徵或資格之資訊或資料,包括但不限於使 other person, including but not limited to the use of a 用假名、或歪曲目前或先前職位、與過去或 pseudonym, or misrepresenting current or previous 現在之個人或實體的資格或關係之內容; positions, qualifications or affiliations with a person or entity, past or present; Any unsolicited or unauthorized advertising, 任何主動提供或未經授權之廣告、 promotional materials, "spam," "chain letters," "pyramid 宣傳品、「垃圾郵件」、「連鎖信件」、 schemes" or any similar form of solicitation. This 「傳銷詐騙」,或類似形式之引誘內容。此 prohibition includes but is not limited to a) using 禁止內容包括但不限於 a) 利用邀請將訊息 invitations to send messages to people who don't know 傳送給不認識您或不太可能認識您的人為已 you or who are unlikely to recognize you as a known 知聯絡人; b) 利用本服務聯繫不認識您的 contact; b) using the Services to connect to people who 人,然後未經其許可便將主動提供宣傳訊息 don't know you and then sending unsolicited promotional messages to those direct connections without their 傳送給其直接聯絡人; 以及 c) 以垃圾郵件 permission; and c) sending messages to distribution 或引誘為目的,將訊息傳送至通訊群組清 lists, newsgroup aliases, or group aliases for purposes of 單、新聞群組別名或群組別名之內容; spamming or solicitation; Any virus, malware or other harmful code; 任何病毒、惡意軟體或其他有害程 式碼之內容; Anything that disrupts or interferes with the 任何擾亂或干擾本服務或本網站其 Services or other functionality of the Sites(s): 他功能之内容; Any solicitations for business (except on those 任何商業引誘 (除明訂允許學院校 Site(s) that expressly permit Academy alumni to discuss 友討論潛在的就業機會之網站外) 之內容; potential career opportunities); Any other content that, in Cisco's sole 由思科根據其自主判斷為任何其他 discretion, undermines the purpose of the Sites(s) or 毀損本網站目的或其他反映不利於思科、其 otherwise reflects unfavorably upon Cisco, its partners, 合作夥伴、關係企業或客戶之內容。 affiliates or customers. Be advised that other users may violate one or more of the above 請注意,其他使用者可能會違反上述一項或多項禁止 prohibitions, but Cisco assumes no responsibility or liability for 内容,但對於此類行為,思科不承擔任何責任或義 such actions. If you become aware of misuse of the Sites(s) or 務。倘若您察覺有任何人濫用本網站或服務,請聯絡 Services by any person, please contact netacadsupport@netacad.com。思科得調查任何得 netacadsupport@netacad.com. Cisco may investigate any 悉之投訴和違規事宜,並得以採取認為合理之任何行 complaints and violations that come to our attention and may take 動,包括但不限於發出警告、移除內容或終止帳號和 any action that we believe is appropriate, including, but not limited /或設定檔。然而,由於情況與詮釋各不相同,我們 to issuing warnings, removing the content or terminating accounts 亦可酌情不採取任何行動。在任何情況下, 思科均不 and/or Profiles. However, because situations and interpretations vary, we also reserve the right not to take any action. Under no 以任何方式為本網站上的任何資料或其他內容承擔責 circumstances will Cisco be liable in any way for any data or other 任,包括但不限於任何該等資料或內容中的任何錯誤 content on the Sites(s), including, but not limited to, any errors or 或遺漏, 或由於使用、存取或拒絕存取本網站上之任 omissions in any such data or content, or any loss or damage of 何資料或內容而造成之任何損失或損害。倘在任何時 any kind incurred as a result of the use of, access to, or denial of 間,您對於本網站或本服務不滿意或反對網站上的任 access to any data or content on the Sites(s). If at any time you 何資料,您唯一的選擇是停止使用本網站或本服務。 are not happy with the Sites(s) or the Services or object to any material on the Sites(s), your sole remedy is to cease using the Sites(s) or the Services. Laws and Reporting. You may not use the Sites(s) or 法律與報告。您不得以任何非法方式或任何 Services in any manner inconsistent with applicable law or for 非法目的使用本網站或本服務,包括但不限於圖 any illegal purpose, including but not limited to conspiring to 謀違反法律或法規。鑒於網際網路的全球性質,

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) 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 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.

- 您亦同意遵守適用於線上行為與可接受內容相關 之當地法規與規範 (包括雇主所規定的行為準 則)。此外,您同意遵守從美國或居住國出口的技 術資料傳輸之適用法律。若有任何人由思科根據 其自主判斷為疑似違反此規定,思科保留對其調 查權與採取適當行動之權利,包括但不限於向執 法機關舉報。若於禁止之處,則使用本服務為無 效。
- c. <u>Eligibility.</u> You affirm that you are 13 years of age or older. You further affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. Access may be terminated without warning if we believe that you are underage or otherwise ineligible.
- c. 申請資格。您申明您已年滿 13 歲以上。還 需進一步申明您有足夠能力簽署本協議中規定之 條款、條件、義務、申明、聲明及保證,遵守並 服從本協議。倘若我們認為您未成年或不符資 格,得在無預警的情況下終止存取權。
- User Name and Password. During the registration process, you will be asked to select a user name. Each user is required to have a unique user name and password. You may not select as your user name 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 user name for any reason or no reason. You are fully responsible for all activities conducted through or under your user name. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the user name 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/or password).
- 使用者名稱和密碼。在註冊流程中,系統將 會要求您選擇一個使用者名稱。每位使用者都必 須擁有唯一的使用者名稱和密碼。您不得選擇下 列名稱作為使用者名稱:可能會涉及詐騙或混淆 程度的其他人名; 會違反任何商標權、版權或其 他所有權之名稱; 或思科根據其自主判斷為猥褻 或其他令人反感之名稱。思科保留因故或無故刪 除或變更任何使用者名稱之權利。對於透過或根 據您的使用者名稱所進行之全部活動, 您須全權 負責。對於維護密碼的機密性,由您承擔全部責 任。您同意無論任何時候,均不會使用其他使用 者的使用者名稱和密碼,或向任何第三方揭露密 碼。倘若您認為您的密碼遭到盜用,請立即變更 密碼。如果密碼問題持續存在,請聯絡思科支援 平台: netacadsupport@netacad.com。對於任 何和所有您的登入資訊 (使用者名稱和密碼) 的使 用,您需自行負責。
- e. <u>Transfers/Competitive Use</u>. You may not trade, sell or otherwise transfer your account to any other person without Cisco's written consent. You may not use the Sites(s) 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.
- e. 轉移/競爭使用。未經思科書面同意,您不得交易、販售或以其他方式轉移您的帳號予任何其他人。您不得使用本網站或本服務直接或間接地宣傳、推廣、代言或銷售任何產品、服務、解決方案或其他思科自主判斷與思科技術相競爭的產品、服務、解決方案或技術。
- 4. Monitoring. Nothing in this Agreement requires Cisco to monitor or edit the Sites(s). If at any time Cisco chooses, in its sole discretion, to monitor or edit the Sites(s), 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 post or submit to the Sites(s). Cisco cannot guarantee the accuracy of any information submitted by any user of the Sites(s), 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 Sites(s) or Services at any time, for any or no reason, with or without prior notice, and without liability. Upon any suspension
- 4. 監視。本協議中的任何內容均不需要思科監視或編輯本網站。倘若思科根據自主判斷於任何時候選擇監視或編輯本網站,思科不會對使用者所提交之任何內容承擔任何責任,對於修訂或移除任何不當提交之內容均不承擔任何責任,除適用法律規定外,對於任何使用者之行為概不負責。思科絕不代言,且無法控制使用者發佈或提交於本網站上之內容。思科無法保證本網站上任何使用者的任何身分資訊。思科和性,也無法保證任何使用者的任何身分資訊。思科可隨時因故或無故、不論有無事先通知,且在無須承擔任何責任情況下根據自主判斷保留下列權利:否決、拒絕發佈或移除任何設定檔、發佈內容或其他資料;限制、暫停或終止任何使用者對於本網站或本服務全

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.

部或部分之存取權。於任何暫停或終止後,思科得根據自主判斷保留或刪除您先前所提供之任何資訊或內容。倘若思科拒絕發佈您的提交內容,或編輯、限制或移除您的提交內容,您同意思科不需承擔任何責任。

5. Ownership /Licenses

- 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 Sites(s) or transmit via the Services ("User Content" or your "Content"). However, you understand and agree that by uploading Content to the Sites(s), 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 Sites(s) and/or 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 Site(s) 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/or the Services.
- b. The Sites(s) 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, nonsublicensable license to reproduce and display the Cisco Content (excluding any software code) solely for your personal use to view the Sites(s) 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 Sites(s), 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 Sites(s) 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 Sites(s) and Services is also subject to the Cisco Systems Inc. Privacy Policy, located here which is incorporated into this Agreement by this reference. Additionally, you understand and agree that Cisco may contact you via e-mail or otherwise with information relevant to your use of the Sites(s) 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 Site(s) will be accessible to

- 5. 所有權/許可
 - 對於使用者上傳至本網站或經由本服務傳輸 的任何文字、檔案、映像、照片、視訊、音效、 原創作品或其他資料 (下稱「使用者內容」或您的 「內容」), 思科絕不會聲明其所有權。但您了解 並同意透過將內容上傳至本網站、使用本服務傳 輸內容或以其他方式將內容提供至思科時, 您即 自動授予(並保證及聲明您有權授予)思科全球 性、免版稅、可轉授權 (如此思科之關係企業或承 包商可提供本服務) 永久使用、不可撤銷之許可, 允許在本網站和/或本服務提供的課程中使用、修 訂、公開執行、公開顯示、重製及散發內容。思 科會將任何使用者內容視為非機密性與公開。請 勿提交機密或私人資訊。思科得將您的內容全部 或部分散發至第三方網站。您同意本網站的任何 其他使用者或展示您的內容之任何其他網站得以 存取、檢視、儲存或重製您的內容, 以供使用者 個人使用或以其他方式使用此類網站和/或本服
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