

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.

使用思科網路學會的條款和條件 網站和服務

1. **背景。** NetAcad.com 和 SkillsForAll.com 為思科網路學會計畫（下稱為「本計畫」）中的網站（下稱為「本網站」）。思科營運並針對擁有思科使用者名稱和密碼的使用者（包括學生、非學生和校友），提供可存取一系列本計畫相關網站與微型網站的存取權。同時，本網站包含與本計畫相關之內容，目的在於在使用者之間，進行社交網路作業和協同合作（下稱「本服務」）。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，在不另行通知的情況下隨時修改、加強、限制或終止本網站和本服務。

本計畫之營運遵循全球隱私權法令，包括影響兒童隱私權之法令。計畫的註冊或使用非為兒童而設。為達到計畫的目的，若適用法律因個人小於特定年紀而限制該個人資料的存取權，我們視該個人為兒童（如美國將未滿 13 歲的個人視為兒童）。若我們已存取兒童的個人資料，或您已建立違反適用隱私權法令或本合約的帳戶，則我們會終止您的帳戶，並及時刪除您的個人資料。若思科授權的學會使用我們的教材和資源，也將於計畫中建立個人帳號，則上述規定不適用在此類情況下，為收集、使用和/或揭露個人資料等目的，學會有責任依適用隱私權法令自家長或監護人取得適當的同意。

此外，若您能與思科訂立約束性合約，則您僅能簽訂本合約，且只能遵循本合約和所有適用法律。

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. **本合約; 修訂本合約。** 本合約係由下列條款與條件組成, 為本計畫網站與本服務的專屬條款, 而一般思科條款與條件位於此處:
http://www.cisco.com/web/siteassets/legal/terms_condition.html。如果兩者間出現牴觸, 僅就該不一致之內容而言, 則以下列規定之條款與條件為準。本合約涵蓋所有您造訪本網站與任何使用本服務的行為。倘若您不瀏覽本網站或不再使用本服務, 本合約對於您之前瀏覽本網站和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合約之條款。思科將盡商業上合理之努力通知您本合約的任何重大變更 (例如發布於本網站上) 。在本合約發佈變更的五 (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, 即表示您接受本合約條款的變更。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合約。
 3. **規則與規章。** 本合約明訂下列網站和服務具有法律約束力之規則與規章。
 - a. **發布內容。** 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布。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:
 - i. 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。

- 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. 包含裸露之內容或影像，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。
 - iii. 根據任何法律、合約或受託關係（例如內幕資訊、因僱傭關係或保密合約得知或揭露的專屬性及機密性資料、使用中的考題和/或答案）之內容。
 - iv. 侵犯任何人的版權、商標、專利、商業機密或其他智慧財產權之內容。
 - v. 任何誣衊您或任何其他人的身分、特徵或資格之資訊或資料，包括但不限於使用假名、或歪曲目前或先前職位、與過去或現在之個人或實體的資格或關係之內容。
 - vi. 任何來路不明或未經授權的廣告、宣傳材料、「垃圾郵件」、「連鎖信件」、「傳銷詐騙」或任何相似形式的招攬。此禁止內容包括但不限於 a) 利用邀請將訊息傳送給不認識您或不太可能認識您的人為已知聯絡人； b) 利用本服務聯絡不認識您的人，然後未經其許可便將主動提供宣傳訊息傳送給其直接聯絡人；以及 c) 以垃圾郵件或引誘為目的，將訊息傳送至通訊群組清單、新聞群組別名或群組別名之內容。
 - vii. 任何病毒、惡意軟體或其他有害程式碼之內容。
 - viii. 任何擾亂或干擾本服務或本網站其他功能之內容。
 - ix. 任何商業引誘（除明訂允許學會校友討論潛在的就業機會之網站外）之內容。
 - x. 由思科根據其自主判斷為任何其他毀損本網站目的或其他反映不利於思科、其合作夥伴、關係企業或客戶之內容。

請注意，其他使用者可能會違反上述一項或多項禁止內容，但對於此類行為，思科不承擔任何責任或義務。如果您察覺到任何人濫用本網

- 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

站或本服務，請聯絡

netacadsupport@netacad.com。思科得調查任何得悉之投訴和違規事宜，並得以採取認為合理之任何行動，包括但不限於發出警告、移除內容或終止帳號和/或設定檔。然而，由於情況與解釋各有不同，我們也保留不採取任何行動的權利。在任何情況下，思科均不以任何方式為本網站上的任何資料或其他內容承擔責任，包括但不限於任何該等資料或內容中的任何錯誤或遺漏，或由於使用、存取或拒絕存取本網站上之任何資料或內容而造成之任何損失或損害。倘若在任何時間，您對於本網站或本服務不滿意或反對網站上的任何資料，您唯一的選擇是停止使用本網站或本服務。

- b. **法律與報告。** 您不得以任何非法方式或任何非法目的使用本網站或本服務，包括但不限於圖謀違反法律或法規。鑒於網際網路的全球性質，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之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. **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

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

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。

- d. **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. **監視。**本合約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布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所提交任何資訊之準確性，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。倘若思科拒絕發布您的提交內容，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. 所有權/授權

- a. 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、影像、照片、視訊、音效、原創作品或其他資料（下稱「使用者內容」或

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

您的「內容」)，思科絕不會聲明其所有權。但您瞭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、不可撤銷之授權，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本服務。

- b. 本網站和本服務同時包含由思科（「思科內容」）擁有或授權之內容。思科擁有並保留思科內容及本服務之所有權利，包括所有智慧財產權。思科特此授予您有限、可撤銷、不可轉授權之授權以重製和顯示思科內容（不包括任何軟體程式），僅供個人使用，以供檢視本網站和於必要時以其他方式使用本服務。除上所述，本合約中的任何內容，均不得解釋為以默示、禁止翻供或以其他方式授予思科或任何第三方任何商業秘密、專利、商標、版權或其他智慧財產權的任何授權或權利。思科未明確授予之授權皆為思科所有。
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