

Terms and Conditions for use of Cisco Networking Academy Sites and Services	思科网络技术学院网站与服务使用条款与条件
<p>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 microsities 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.</p>	<p>1. 背景。 作为思科网络技术学院项目（“项目”）的一部分，思科运营并提供一系列可由拥有思科网络技术学院用户名与密码的用户（包括学生、非学生、结业生）接入的与项目相关的网站与微型站点（“站点”）的接入。站点包含与项目相关的内容，也被设计用来在用户（比如您）之间进行社交与协作（“服务”）。用户可利用服务来创建可被其他用户搜索与查看的个人概况（分别称为“概况”）。服务也支持讨论论坛、聊天、电子传输、调查工具、博客、维基百科或思科自行选择提供的其他协作工具。思科可自行在任一时间更改、增强、限制或终止站点及/或服务，而不用发出通知。</p>
<p>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.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 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.</p>	<p>2. 本协议；修正本协议。 本协议包含下文所列的专门针对项目站点与服务的条款与条件，及以下地址的思科通用条款与条件：http://www.cisco.com/web/siteassets/legal/terms_condition.html。如果二者出现冲突，则以下文所列条款与条件为准（仅针对二者的不一致）。本协议包括您对站点的全部访问及对服务的任一使用。如果您停止访问站点或停止使用服务，则对您以前对站点的访问及/或对服务的使用而言，本协议仍然有效。</p>
<p>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 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.</p>	<p>a. 修正/其他条款。 思科可以随时自行决定更改或补充此协议条款。思科将尽商业上合理的努力就对本协议的任一重大变更向您发出通知（比如通过在网站上发布）。对本协议的变更发布后五（5）个营业日，变更将对您具有约束力。如果您不同意变更，则您应停止使用站点或任何服务。如果您在五个营业日的期间之后继续使用站点或服务，则表明您接受了对本协议条款的变更。为了参与特定服务，您可能被通知，您需要下载软件及/或同意额外条款与条件。除非该等额外条款与条件明确规定，否则该等条款在此被纳入到本协议中。</p>
<p>3. Rules and Regulations. This Agreement sets forth the following legally binding Rules and Regulations for the Site(s) and the Services.</p>	<p>3. 规则和法规。 本协议为站点与服务规定了以下具有法律约束力的规则与规章。</p>
<p>a. Posting Content. 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:</p>	<p>a. 发布内容。 站点上的大部分内容是由第三方用户（比如您）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。您对您发布的内容单独负责。以下是禁止发布的内容的部分列表：</p>
<ul style="list-style-type: none"> ● Anything unlawful, libelous, threatening, obscene, discriminatory, or otherwise objectionable as determined in Cisco's sole discretion; 	<ul style="list-style-type: none"> ● 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；
<ul style="list-style-type: none"> ● Content or images containing nudity, or materials that may be considered obscene, lewd, excessively violent, harassing, explicit or otherwise 	<ul style="list-style-type: none"> ● 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；

objectionable;	
<ul style="list-style-type: none"> 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); 	<ul style="list-style-type: none"> 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利和机密信息，正在使用的考试问题和/或答案）；
<ul style="list-style-type: none"> Content that infringes the copyright, trademark, patent, trade secret or other intellectual property rights of anyone; 	<ul style="list-style-type: none"> 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；
<ul style="list-style-type: none"> 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; 	<ul style="list-style-type: none"> 歪曲任何人的身份、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；
<ul style="list-style-type: none"> 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 for purposes of spamming or solicitation; 	<ul style="list-style-type: none"> 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连接的人发送未经请求的促销消息；以及 c) 以发送垃圾邮件为目的向总分销商列表、新闻组别名或群组别名滥发邮件；
<ul style="list-style-type: none"> Any virus, malware or other harmful code; 	<ul style="list-style-type: none"> 任何病毒、恶意软件或其他有害代码；
<ul style="list-style-type: none"> Anything that disrupts or interferes with the Services or other functionality of the Sites(s); 	<ul style="list-style-type: none"> 破坏或干扰服务或站点其他功能的任何事项；
<ul style="list-style-type: none"> Any solicitations for business (except on those Site(s) that expressly permit Academy alumni to discuss potential career opportunities); 	<ul style="list-style-type: none"> 企业招聘（除非站点明确允许学院结业生讨论潜在的职业机会）；
<ul style="list-style-type: none"> Any other content that, in Cisco's sole discretion, undermines the purpose of the Sites(s) or otherwise reflects unfavorably upon Cisco, its partners, affiliates or customers. 	<ul style="list-style-type: none"> 由思科自行裁定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、附属公司客户的任何其他内容。
<p>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 Sites(s) 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 Sites(s), 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 Sites(s). If at any time you 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.</p>	<p>请注意，其他用户可能违反以上禁令的一条或多条，思科对此不承担责任。如果您知悉了任一个人对站点或服务的滥用，则请联系 netacadsupport@netacad.com。思科可能会对我们收到的任一投诉及违反进行调查，并采取我们认为适当的任一措施（包括但不限于发出警告、删除内容或终止账户及/或概况）。但是，随着情况及解释的变化，我们保留不采取任何措施的权利。在任一情况下，思科不会对站点上的任一数据或其他内容以任一形式承担责任，包括但不限于，任一该等数据或内容的任何错误或遗漏，或因为使用、接入或被拒绝接入站点的任一数据或内容而产生的任一类别的任何损失或损害。如果您在任一时间对站点或服务不满意或对站点上的任何资料有异议，则您能获取的唯一救济是停止使用站点或服务。</p>
<p>b. <u>Laws and Reporting.</u> You may not use the Sites(s) 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</p>	<p>b. <u>法律和报告。</u>您不得以与适用法律不一致的方式使用站点或服务，亦不得将其用于任一非法目的（包括但不限于意图违反法律或法规）。考虑到互联网的全球性质，您还需要同意遵守有</p>

<p>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.</p>	<p>关在线行为和可接受内容的适用当地规则或行为准则（包括雇主规定的准则）。此外，您还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。对思科自行裁定为疑似违反该条款的任何人员，思科保留调查和采取适当措施的权利，包括且不限于向执法机构进行举报。在禁止使用的地方，服务使用无效。</p>
<p>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.</p>	<p>c. <u>资格。</u>您确认您已满 13 周岁或在 13 周岁以上。您进一步确认，您具有订立本协议中的条款、条件、义务、确认、声明、保证及遵守本协议的完全行为能力。如果我们认为您未达到年龄或在其他方面不具备资格，则我们可不发出警告而终止接入。</p>
<p>d. <u>User Name and Password.</u> 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).</p>	<p>d. <u>用户名和密码。</u>注册过程中，您会被要求选择用户名。每一用户被要求拥有唯一用户名与密码。在可能引起欺骗或混淆的范围内，您不得选用另一人的姓名作为用户名，违反商标权、著作权或其他专有权利的名称，思科自行认为粗俗或在其他方面冒犯别人的名称。思科保留在有理由或无理由的情况下删除或变更任一用户名的权利。您对通过或以您的用户名开展的全部行动负全责。在保护密码机密性方面，您须独自承担责任。您同意无论何时都不使用其他用户的用户名或密码，也不会将密码透露给任何第三方。如果您认为您的密码被盗用，则请立即变更您的密码。如果密码持续存在问题，则请联系思科支持团队 netacadsupport@netacad.com。对您的登录信息（用户名和/或密码）的任何和全部使用情况，您须独自承担责任。</p>
<p>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.</p>	<p>e. <u>转让/使用情况。</u>未经思科书面同意，您不得向任何人交易、销售或转让您的帐户。您不得使用站点或服务来直接或间接宣传、推广、推销或营销思科在行使绝对自行斟酌权后认为与思科的产品、服务、解决方案或技术竞争的任何产品、服务、解决方案或其他技术。</p>
<p>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 or termination, Cisco may retain or delete, in its sole discretion,</p>	<p>4. 监控。本协议不要求思科对站点进行监控或编辑。如果思科在任一时间自行选择对网站进行监控或编辑，则除适用法律要求外，思科对用户提交的任何内容不承担责任，亦无义务修改或删除任何不适当的提交内容，并且对任何用户的行为不承担责任。思科对用户在网上发布或提交的内容既不认可，也不控制。思科不保证站点任一用户提交的任何信息及任一用户的任何身份信息的准确性。思科保留随时自行决定无条件驳回、拒绝发布或删除任意简档、贴文或其他数据或者限制、暂停或终止任意用户对网站或服务的全部或部分内容的访问权限，无论是否提前通知，并且不承担任何责任。自本协议中止或终止起，思科可自行决定保留或删除您以前提交的任何信息或内容。您同意，思科在拒绝发布您提交的或经过修改</p>

<p>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.</p>	<p>的内容、限制或删除您提交的内容后，不承担任何责任。</p>
<p>5. Ownership /Licenses</p>	<p>5. 所有权/许可</p>
<p>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 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.</p>	<p>a. 思科对用户上传至站点或通过服务传输的任何文本、文档、影像、照片、视频、语音、原创作品或其他资料（“用户内容”或您的“内容”）的任何所有权利没有权利要求。但是，您理解并同意，通过上传内容至站点，通过服务传输内容或以其他方式向思科提供内容，您自动授予（并保证与声明您有权授予）思科在提供站点及/或服务过程中使用、修改、公开进行、公开展示、复制、分发内容的全球范围的、免特许使用费的、可分许可的（因此思科关联公司或承包商可交付服务）、永久性的、不可撤销的许可。思科会将任何用户内容均视为非机密和公开内容。请勿提交机密或私密信息。思科可将您的内容全部或部分分发至第三方站点。您同意，站点或您的内容在其中被展示的其他站点的任一其他用户可接入、查看、存储或复制您的内容用于该用户的私人目的或与该站点及/或服务的使用相关的其他目的。</p>
<p>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.</p>	<p>b. 站点与服务也包含思科所有或许可给思科的内容（“思科内容”）。思科拥有并保留对思科内容和服的所有权利，其中包括所有知识产权。思科在此授予您可撤销的有限不可分许可，许可您复制和显示仅供您个人使用的思科内容，用于查看网站以及在必要时使用服务。除此之外，本协议中包含的任何内容都不得解读为暗示禁止或以其他方式授予任何思科或任何第三方商业机密、专利、商标、版权或其他知识产权的许可或权利。保留所有未经思科明确授权的许可。</p>
<p>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.</p>	<p>c. 您同意，即使您保留您在使用站点时上传的内容的特定著作权或其他知识产权权利，您也没有对思科存储在思科服务器上的任一数据（包括但不限于代表或载有您的任一或全部内容的任一数据）的所有权。您的知识产权权利并未授予接入站点的任何权利，或对思科或思科代表存储的数据具有的任何权利。</p>
<p>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.</p>	<p>6. 用户争议。您必须自负与其他用户的互动的责任。思科保留监督您与其他用户间争议的权利，但不承担任何义务。</p>
<p>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 other users irrespective of the information you may provide as a Program participant. In other words, you should be aware that you</p>	<p>7. 隐私。对站点与服务的使用亦受到思科系统公司的约束。此处地址的隐私政策通过该引用纳入到本协议。另外，您理解并同意，思科会就与您使用站点或服务相关的信息通过电子邮件或其他形式与您联系。您也同意在您通过服务发起的特定通信开头列出您的姓名及/或电子邮件地址。请注意，作为您使用站点的一部分而提供的任何个人数据可由其他用户接入，无论您是否作为项目参与者提供信息。换言之，您应当认识到，您在站点上披露的个人信息，比您依据您的个人学院选择的披露政策披露的个人信息</p>

<p>may disclose more personal data on the Site(s) than you disclose under the disclosure policies selected by your individual academy.</p> <p>7.1 Consent to Transfer, Processing and Storage of Personal Information</p> <p>As Cisco is a global organization, we may transfer your personal information to Cisco in the United States of America, to any Cisco subsidiary worldwide, or to third parties and business partners as described above. By using our websites and Solutions or providing any personal information to us, you consent to the transfer, processing, and storage of such information outside of your country of residence where data protection standards may be different.</p>	<p>要多。</p> <p>7.1 同意转让，处理以及存储个人信息</p> <p>由于思科是一个全球性组织，我们可能会转让您的个人信息到思科在美国，以及全球任何思科的子公司，或其第三方以及业务合作伙伴的信息库。使用我们的网站或解决方案或提供任何个人信息给我们的同时，您同意传送，处理和存储这些信息到您居住国以外的国家，其数据保护标准可能会与您所在地有所不同。</p>
<p>8. Additional Disclaimer.</p> <p>a. Technical Errors. Cisco assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any user communication. Cisco is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or on any of the Services or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from using the Sites(s) or the Services.</p>	<p>8. 额外免责</p> <p>a. 技术错误。对操作或传输过程中的任何错误、疏忽、中断、删除、缺陷、延迟，通信线路故障，偷窃或者损坏或者未经授权访问或变更任何用户通信，思科概不负责。对任何电话网络或线路、计算机在线系统、服务器或提供商、计算机设备、软件的任何问题或技术故障，由于互联网或者其任何服务或服务组合上的技术问题或流量拥塞导致的任何电邮故障，包括与使用网站或服务有关或者由此引起的对用户或任何人的计算机的损害或伤害，思科概不负责。</p>
<p>9. Indemnity. You agree to defend, indemnify and hold Cisco, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees and Cisco's suppliers, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by a party arising out of or related to: (i) your use of the Services or the Sites(s); (ii) your breach of this Agreement; or (iii) your Content.</p>	<p>9. 赔偿。您应同意保护和防止思科、其子公司和附属机构及其各自高管、代理、合作伙伴和员工免受由某一相关方提出、与以下各项相关或由其产生的任何损失、责任、索赔或要求，包括合理的律师费： (i) 使用服务或网站；(ii) 违反本协议；或者 (iii) 您的内容。</p>
<p>10. Disputes. If there is any dispute about or in any way involving the Sites(s) or the Services, you agree that the dispute shall be governed by the laws of the State of California, USA, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of California, City of San Jose.</p>	<p>10. 争议。如果对网站或服务存在任何异议或有任何异议以任何方式涉及网站或服务，您应同意争议受美国加州的法律管辖，而不考虑法律条款冲突；并且您应同意，位于美国加州圣荷西市的州和联邦法庭拥有排他的个人管辖权，并且是独家审判场所。</p>
<p>11. Costs and Fees. Except where you are expressly advised otherwise during the course of your use of the Site(s) and/or Services, the Site(s) 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 Sites(s) 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 Sites(s).</p>	<p>11. 成本和费用。除非在您使用站点及/或服务的过程中向您明确通知，否则站点与服务是免费提供的。因使用站点或服务而产生的需由您承担的任何成本与支出，由您单独负责。您同意，思科以后可要求用户支付费用以继续使用服务或站点。</p>
<p>12. General. Subject to that, this Agreement constitutes the entire agreement between you and Cisco regarding the use of the Services and the Sites(s). The failure of Cisco to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. The parties are independent contractors</p>	<p>12. 一般条款。依据上文，本协议构成您与思科就服务与站点的使用达成的全部协议。如果思科未能执行或实施本协议中的任何权利或规定，不应视为思科放弃此权利或规定。本协议的节标题只是为了方便查看，不具有法律或合同效力。本协议在法律允许的最大范围之内发挥效力。如果本协议的任何规定为非法、无效或不可执行，则将该规定视为与本协议分离，不影响其余任何规定的有效性和可执行性。本协议项下的各方均为独立合同方，无意建立其他任何关系，包括合作、专营、合资、代理、雇主/雇员、信</p>

<p>under this Agreement and no other relationship is intended, including a partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or other special relationship. Neither party shall act in a manner which expresses or implies a relationship other than that of independent contractor, nor bind the other party.</p>	<p>托人、主仆关系或其他特殊关系。任何一方不得明示或暗示除独立合同方以外的关系，也不得约束其他方。</p>
<p>informational purposes. Such local language translation is provided for information only and shall have no force, whether to aid interpretation or otherwise. The English language version shall prevail whether there is a conflict or otherwise.</p>	<p>本协议翻译自英文版本，仅供提供信息之用。此类本地语言翻译仅供参考，且对于助释或其他用途不具有效力。无论是否存在冲突或其他不同理解，都应以本协议的英文版为准。</p>