

## 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 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.

**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](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.

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.

**3. Rules and Regulations.** This Agreement sets forth the following legally binding Rules and Regulations for the Site(s) and the Services.

- 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:
- 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, excessively violent, harassing, explicit or otherwise objectionable;
  - 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);
  - Content that infringes the copyright, trademark, patent, trade secret or other intellectual property rights of anyone;
  - 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;

- 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;
- Any virus, malware or other harmful code;
- Anything that disrupts or interferes with the Services or other functionality of the Sites(s);
- Any solicitations for business (except on those Site(s) that expressly permit Academy alumni to discuss potential career opportunities);
- 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.

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](mailto: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.

b. Laws and Reporting. 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 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.

c. Eligibility. 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.

d. 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](mailto:netacadsupport@netacad.com). You are solely responsible for any and all use of your login information (username and/or password).

e. 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 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.

**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, 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 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 other users irrespective of the information you may provide as a Program participant. In other words, you should be aware that you may disclose more personal data on the Site(s) than you disclose under the disclosure policies selected by your individual academy.

### **a. Consent to Transfer, Processing and Storage of Personal Information**

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.

**8. Additional Disclaimer.**

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.

**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.

**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.

**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).

**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 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.