Partner Tools Terms of Service

These Cisco Partner Tools Terms of Service (these “Terms”) govern your access to and use of webpages, tools, downloads, and other online services intended for use by prospective and authorized Cisco partners (together, “Partner Tools”). Partner Tools include sites such as PXP, Partner Connect, Total Program View, Partner Self Service, and other similar sites and tools made available to you by Cisco. These Terms are between you (“you” or “User”) and Cisco Systems, Inc. (“Cisco”).

BY ACCESSING PARTNER TOOLS, YOU ACCEPT THESE TERMS AND YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ACCEPT (OR HAVE THE AUTHORITY TO ACCEPT FOR PARTNER) THESE TERMS.

IF YOU ARE NOT AN EMPLOYEE OF AN AUTHORIZED CISCO PARTNER, THEN YOU ARE NOT AUTHORIZED TO ACCESS PARTNER TOOLS. YOU MAY ONLY USE PARTNER TOOLS TO ACCESS INFORMATION OF THE PARTNER THAT IS YOUR CURRENT EMPLOYER.

YOU ARE NOT PERMITTED TO AGGREGATE DATA FROM MULTIPLE DIFFERENT PARTNER ACCOUNTS OR PERFORM ANALYSIS, CALCULATIONS, OR TRAIN ALGORITHMS WITH DATA FROM MULTIPLE DIFFERENT PARTNER ACCOUNTS. SEE BELOW FOR FURTHER RESTRICTIONS ON USE OF DATA.

General

All use of Partner Tools is governed by the Cisco Web Site Terms of Use (the “Cisco.com Terms”), which are incorporated in their entirety into these Terms, and Partner Tools are part of the “Site” under the Cisco.com Terms.

By accepting these Terms, you represent that you have read and agree to the Cisco.com Terms, which cover the rules of acceptable use of Cisco web sites, privacy, IP ownership, licensing, disclaimers, limitations on liability, and general legal provisions. These Terms supplement the Cisco.com Terms for Partner Tools. These Terms will govern if they conflict with the Cisco.com Terms regarding your use of Partner Tools. Any capitalized terms used but not defined in these Terms have the meaning given to them in the Cisco.com Terms.

Registration & Eligibility

Partner Tools are not available to any users that have been suspended or removed from the Site or Partner Tools by Cisco for any reason.
By agreeing to these Terms and registering for a Partner Tools profile, you represent that (i) all registration information you submit to Partner Tools is truthful and accurate; (ii) you have the right, authority, and capacity to agree to and abide by these Terms; (iii) you are a current employee of an authorized Cisco partner; and (iv) your use of Partner Tools will always be in strict accordance with these Terms.

Cisco reserves the right, but has no obligation, to monitor and take action as needed to ensure compliance with these Terms.

Data Access and Use

In various Partner Tools you may have access to information about the account of an authorized Cisco partner (a “Partner”), including information related to its bookings, customers, and business with Cisco (collectively, a “Partner Profile”). You are liable for the activities of any users that you grant access to a Partner Profile. You must ensure that the applicable Partner and all individuals with personally identifiable information in the Partner Tools have consented to such user’s access.

You are not permitted to aggregate data from multiple different Partner Profiles or perform analysis, calculations, or train algorithms with data from multiple different Partner Profiles.

As set forth in the Cisco.com Terms, you agree not to crawl or use bots or scripts to interact with Partner Tools in a way that could interfere with the stability and availability of Partner Tools.

Partner Tools Privacy Addendum

As set forth in the Cisco.com Terms, you agree not to collect, use, or process personally identifiable information of any individual without that individual’s knowledge and consent. You are responsible for compliance with applicable privacy laws for your own use of Partner Tools and any users that you grant access to a Partner Profile.

Cisco will collect, use and, process your data only in accordance with the Privacy Statement (“Privacy Statement”), which is incorporated into these Terms.

By accepting these Terms, you agree that, notwithstanding anything to the contrary in the Privacy Statement, Cisco may contact you via email or other contact information provided in your registration, with information related to your use of Partner Tools.

You also agree to have your name, profile name, or other identifying information listed in your profile and in any communications you initiate using Partner Tools. You also agree that your activity in Partner Tools can be viewed by the Partner that is your employer.

If you participate in a discussion forum, local communities, chat room on a Cisco website, or communications in any Partner Tool, including, but not limited to, PXP Partner Connect, you
should be aware that the information you provide there (i.e., your public profile, comments, etc.) will be made broadly available to others and could be used to contact you, send you unsolicited messages, or for purposes neither Cisco nor you have control over. Cisco is not responsible for the personal information or any other information you choose to submit, upload, send, or share in the Partner Tools.

Partner Tools Licensing Addendum

Content available for download through Partner Tools may be subject to its own separate terms and conditions. In addition to the license grants provided by the Cisco.com Terms, any content available through Partner Tools that does NOT specify its own separate license terms and conditions shall be governed by the following licenses:

Cisco APIs: Cisco API License

Cisco Source Code: Cisco Sample Code License

Cisco Binary/Executable Software: Cisco EULA

For the avoidance of doubt, if the content does specify its own separate license terms and conditions, only those terms shall apply.

Disclaimer and Limitation of Liability

In addition to what is stated in the Cisco.com Terms, Cisco assumes no responsibility for any error, omission, interruption, deletion, defect, delay, failure in operation, destruction, alteration, or loss of user submissions, content, communications, or other data or materials, nor does Cisco warrant that any content is accurate, complete, reliable, or error-free. Cisco is not responsible for any problem, failure, or malfunction of any telecommunication network, computer system, server, device, application, software, or service, or for any injury or damage to users or their property, related to or resulting from using Partner Tools, for any reason and regardless of fault.

Nothing in the Partner Tools should be construed as financial, legal, tax or other professional advice.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CISCO’S LIABILITY TO YOU FOR ANY CAUSE(S) WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO ONE THOUSAND DOLLARS (USD $1,000.00). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN KINDS OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
Changes to These Terms

Cisco may elect to change or supplement the terms of these Terms in its sole discretion by updating this website. If you continue accessing Partner Tools after that time, you will be deemed to have accepted the changes to these Terms.

These Terms were last updated on May 13, 2021.