

‘TERMS OF SERVICES’

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING OUR SITES AND OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IT IS THE RESPONSIBILITY OF YOU, OR THE END USER, TO READ THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE THIS SITE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITES OR OUR SERVICES.

INTRODUCTION

‘DigiLocker’ is a flagship initiative of Ministry of Electronics & IT (hereinafter MeitY) under Digital India Programme. Targeted at the idea of paperless governance, DigiLocker aims to provide a digital wallet to every resident of India so that all lifelong documents/certificates can be electronically held under a single secure digital wallet. DigiLocker is a platform for issuance and verification of documents / certificates in a digital way, thus eliminating the use of physical documents. DigiLocker is developed and managed by National e Governance Division (NeGD), a division under NeGD.

All service deliveries between you and DigiLocker will be made through APIs.

USING OUR SERVICES

Thank you for using DigiLocker's APIs, other developer services, and associated software (collectively, "APIs"). By accessing or using our APIs, you agree to the terms below. You agree to comply with the Terms and that the stated Terms govern your relationship with us.

Under the Terms, "DigiLocker" a Government of India initiative for e-governance has been designed, developed and hosted by MeitY Government of India. We may refer to "DigiLocker" as "we", "our", or "us" in the Terms.

REGISTRATION

In order to access certain APIs you may be required to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of your continued use of the APIs. Any registration information you supply to us shall always be accurate and up to date and you'll inform us promptly about any change of information.

YOUR END USERS

You will require your end users to comply with all applicable law, regulation for the time being in force, and the provision to access DigiLocker services under these Terms of Service. You shall provide for an Agreement for your end users accordingly.

Permitted Access

You will only access (or attempt to access) an API by the means described in the documentation of that API. DigiLocker assigns you partner credentials on registration, you must use them with the applicable APIs. You will not misrepresent or mask your API Client's credentials when using the APIs or partner accounts.

Your system utilizing DigiLocker API services has to be audited by a CERT-IN (Indian Computer Emergency Response Team) empanelled Third Party Auditor and the certificate of successful audit must be submitted to NeGD.

API Prohibitions

When using the APIs, you may not (or allow those acting on your behalf to):

- Charge any fee for DigiLocker services.
- Access the APIs unless the access is initiated by the end user or you obtained the explicit end user consent. Every access of any digital data pertaining to an individual and is available via that end user's DigiLocker account will only be obtained with explicit consent of the said DigiLocker end user.
- Sublicense an API for use by a third party. Consequently, you will not create an API Client that functions substantially the same as the APIs and offer it for use by third parties.
- Perform an action with the intent of introducing to DigiLocker products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
- Defame, abuse, harass, stalk, or threaten others.
- Interfere with or disrupt the APIs or the servers or networks providing the APIs.
- Approach any DigiLocker end user in a unsolicited manner. Reverse engineer, decompile, disassemble or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.

CONFIDENTIALITY AND NON-DISCLOSURE

All the terms and conditions as agreed upon in the 'Confidentiality and Non Disclosure Agreement' separately entered by You with NeGD shall also be read as part and parcel of this Terms of Service conditions.

Confidential Matters

Developer credentials (such as passwords, API key) are intended to be used by you and identify your API Client. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials.

YOU AS AN INTERMEDIARY

By virtue of services offered by you, you come under the category of intermediary as defined under section 2(1)(w) of the Information Technology Act, 2000 and Rules made thereunder.

YOUR CONTENT IN OUR SERVICES

Submission of Content: You and your end users are responsible for contents shared with DigiLocker and consequences thereof. DigiLocker does not pre-screen content, but it reserves the right to refuse or remove any content or account that in its sole discretion is found to be unlawful, offensive, threatening, promoting violence, defamatory, pornographic, or violative of any applicable law for the time being in force, or infringing any DigiLocker Terms of Services and Privacy Policy.

Retrieval of content:When end user's content is obtained through the APIs, you may not expose that content to other end users or to third parties.

Prohibitions on Content:You will not, and will not permit your end users or others acting on your behalf to, do the following with content returned from the APIs:

1. Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
2. Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
3. Misrepresent the source or ownership; or
4. Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

APPLICABLE LAW & DISPUTE SETTLEMENT

The terms and conditions of the ToS document shall be governed by and construed in accordance with the Indian Laws.

Both the Parties agree to appoint P&CEO, NeGD as sole arbitrator to arbitrate under the provisions of the Arbitration and Conciliation (Amendment) Act, 2015 in case of any dispute arising out of this Terms of Service.

The Place of Arbitration shall be New Delhi and the language of arbitration shall be English.

Any dispute arising under these terms and conditions shall be subjected to the exclusive jurisdiction of the courts located in New Delhi only.

COMPLIANCE WITH LAW, THIRD PARTY RIGHTS, AND OTHER DIGILOCKER TERMS OF SERVICE

You will comply with all applicable law, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and laws for the time being in force). You will not use the APIs to encourage or promote illegal activity or violation of third party rights. You will not violate any other Terms of Service with DigiLocker platform and its issuers and requesters. As part of Integration with DigiLocker APIs you will comply with all the rules and provisions of:-

1. Aadhaar Act, 2016, Aadhaar(Amendment) Act 2019 and any Rules and Regulations made thereunder as well as and amendments thereof.
2. Information Technology Act, 2000 and Rules made thereunder as well as any amendments thereof.
3. Consent Management framework as notified by Digital Locker Authority.(<http://dla.gov.in/sites/default/files/pdf/MeitY-Consent-Tech-Framework%20v1.1.pdf>)
4. Data Protection Bill and any subsequent framing of the Data Protection Act.

5. MeitY's data localization policy.
6. Any other applicable law for the time being in force.

BRANDING

You agree to use DigiLocker brand while providing services using these APIs and you will not rebrand these APIs under any other name. You agree to display any attribution(s) such as DigiLocker logo or name to your users at the point of service.. DigiLocker hereby grants to you a free, non-transferable, non-sublicense able, non-exclusive license while the Terms are in effect to display DigiLocker's logo and name for the purpose of promoting or advertising that you use the APIs.

PRIVACY

By using our APIs, Digilocker may use submitted information in accordance with our privacy policy (<https://digilocker.gov.in/privacypolicy.html>)

INDEMNITY

You shall defend, indemnify and hold harmless NeGD, management, officers, employees and consultants (each as "Indemnified Party") from and against any and all damages, injuries, claims, demands, actions, liabilities, costs and expenses (including reasonable legal fees) incurred or made against an Indemnified Party arising from or connected with the performance or non-performance of this Terms of Service Agreement or Your's breach of any warranty, representation or covenant herein.

TERMINATION

NeGD reserves the right at any time to modify or discontinue, temporarily or permanently, the DigiLocker Service (or any part of it) by giving 30 days advance written notice. NeGD in its sole discretion reserves the right to suspend or terminate Your account and refuse any current or future use of the platform for any reason at any time. Such termination may result in the deactivation or deletion of the account, and the loss of all the content hosted therein and You herein acknowledges and accepts Your sole responsibility.

MODIFICATION and AMENDMENTS

NeGD may modify/Amend the Terms or any portion to, such as reflect changes to the law or changes to our APIs. NeGD will intimate to you about any changes in Terms of Services. Addressing new functions for an API or changes made on account of legal reasons will be effective immediately. If you do not agree to the modified Terms for an API, you may discontinue the use of that API. The continued usage of the API constitutes the acceptance of the modified Terms by you.

NO PARTNERSHIP

Nothing in this Terms of Services document shall create, or be deemed to create a partnership between you and us.

NOTICES/ WRITTEN CORRESPONDANCE

Each communication or notice to be made hereunder shall be made in writing but, unless otherwise stated may be made by email preferably from official email ID or letter sent to our or yours address(es).

In the case of ‘NEGD’:

4th Floor, NEGD, Electronics Niketan 6, CGO Complex, New Delhi-110003

Email: support@digitallocker.gov.in

Your address:

XXXXXXXXXX

Any communications or document to be made or delivered shall be deemed to have been made or delivered either when the appropriate response is received (in the case of communications made by fax or email) or in the case of any communications made by letter, seven days after posting, subject to proof of delivery.

If the aforesaid Terms of Service (ToS) conditions are acceptable to you, then you may enter into a binding contract with NeGD by registering a click on the dialogue box stating “I/WE AGREE” given below. Registration of Your click signifies that you have read, acknowledged and accepted all the terms of service conditions and this Agreement is binding on You in full without any reservation.

I/WE AGREE
