

Terms of Use & Disclaimer

1. INTRODUCTION

www.nsdctrust.nsdcindia.org (including the applications available on the Google PlayStore or iOS App Store or any other platform) (collectively referred to as the **“Website”** or **“Platform”**), is a website controlled and managed by National Skill Development Corporation (together with its associate company(ies), subsidiaries, and international affiliates, hereinafter referred to as **“NSDC,” “us,” “we,” “our”** or **“Company”**), having its registered office at 5th & 6th Floor, Kaushal Bhawan, New Moti Bagh, New Delhi – 110023.

This Platform is created to facilitate the running and management of various skill development programs launched and curated by different organizations for registering trainers (including training centres), trainees and other stakeholders to successfully conduct training programs (**“Services”**). Please review our Terms of Use and Privacy Policy available on the Platform (collectively referred to as the **“ToU”** or **“Terms of Use”**) that govern Your (**“User”** or **“You”** or **“Your”**) use of Our Platform and Services. By accessing or using the Website or posting any content from or on the Website, you would be indicating that you have read, and that you understand and agree to be bound by these Terms of Use whether or not you have registered with the Website.

If you use our Website on behalf of another entity, then these Terms of User shall apply to that entity and its affiliates. In such case, you represent and warrant that you have the authority to bind the entity to the Terms of Use. We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms of Use at any time without any prior notice to You. You shall ensure to review these Terms of Use periodically to review such changes. Your continued use of the Website following the posting of changes shall mean that You accept and agree to the revised Terms of Use. By implicitly or expressly accepting these Terms of Use, You also accept and agree to be bound by the Privacy Policy of this Website as amended from time to time.

2. USER ACCOUNTS, USER REGISTRATION AND DELIVERY OF SERVICES

In order to avail the Services provided on the Platform, You will need to register for a personal account (**“User Account”**) by providing an email address and a password. The Platform provides various categories under which You can register viz. training provider, trainer (Indian national or NRI/ foreign residents), assessor (Indian national or NRI/ foreign residents), candidate, proctor and awarding body.

In setting up Your User Account, You may be prompted or required to enter additional information, including but not limited to Your name, email address, gender, guardians’ details, location, mobile number, levels of education, etc. The information sought shall depend on the category of registration. You understand and agree that all information provided by You is true, accurate and complete and that You will maintain and update Your information to keep it true, accurate and complete. You acknowledge that if any information provided by You is untrue, inaccurate, out of date or incomplete, we reserve the right to terminate Your use of the Platform.

You agree that You will never divulge or share access to Your User Account with any third party for any reason. You also agree that You will create, use and/or access only one User Account, and that You will not use any User Account other than Your own. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner. You shall not use any false e-mail address or create any temporary e-mail address or indulge in any act to obviate or circumvent the email

verification process by use of virtual private network for spoofing IP address while creating/verifying the e-mail address or otherwise mislead us by sharing multiple addresses and phone numbers or transact with any malafide intention.

In addition to the registration process, as part of Your use of the Platform or participation in the skilling program facilitated by us, we may obtain certain information including sensitive personal information about You. We may use, maintain, and store this information to provide access to database / certain services to You now and in the future, and may share such information with our training partners, training centers or other third parties in conjunction with such services or for the purposes as defined in the Privacy Policy.

3. USE OF PLATFORM

You understand that the Company, at its sole discretion, may limit, suspend, or terminate Your use of the Platform. You also understand that Company may modify or discontinue all services/access to the database related to the skilling program at its sole discretion. You agree that Company shall not be liable to You or to any third party for any such modification, suspension, or discontinuance. Nothing in these ToU shall be construed to obligate Company to maintain and support the Platform or any part or portion thereof or any associated services

You agree that Company shall be under no liability whatsoever to You in the event of non-availability of the Platform or any portion thereof.

You shall be exclusively responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access, receive or use the Platform, including, without limitation, hardware devices, software, and other internet, wireless, broadband, phone and/or other mobile communication device connection services. You shall be responsible for all charges incurred in connection with the use of the Platform in connection with all such equipment and ancillary services.

4. TRAINING PARTNERS

Company is not a vocational training center, but a facilitator for the purpose of running various skill development skilling program, and offering a Platform for providing such Services .

You, being an individual User, will be awarded a certificate of successful completion of a skill development course by the relevant Sector Skill Council ("SSC") subject to fulfilment of all the criteria and other requirements as mentioned in the terms and conditions of the relevant skilling program. The format of any credential or other acknowledgement, and of any performance, provided by SSC relating to skill development courses/ skilling program will be determined by SSC at its sole discretion and may vary from skilling program to skilling program. You, being an individual User, acknowledge that any such course certificate awarded may not be affiliated to any university/college and may not convey any academic or non-academic credit or certification from any university/college.

You, being an individual User, will not receive academic credit from Company or its training partners for taking a skill development course/program.

You, being an individual User, acknowledge that any such , credential, acknowledgement or certificate awarded may not be affiliated to any university/college and may not convey any academic or non-academic credit or certification from any university/college.

5. COMPANY'S INTELLECTUAL PROPERTY RIGHTS

“Content” means any and all information and data, which may include but not be limited to text, software, scripts, graphics, maps, photos, sounds, music, videos, logos, offers, advertisements, interactive features and other materials.

The Platform and related services are owned and operated by the Company. All Content or other material available on the Platform or through the skilling program, (collectively **“Company Content”**), are the property of the Company and are protected by copyright, and/or other proprietary intellectual property rights under Indian and foreign laws. All software used on the Platform is the property of Company and is protected by Indian and international copyright laws.

Company logos, trademarks and service marks that may appear on the Platform (**“Company Marks”**) are the property of the Company and are protected under applicable law. All other trademarks, service marks and logos used on the Platforms, with or without attribution, are the trademarks, service marks or logos of their respective owners. In addition, elements of the Platform are protected by trade dress and other Indian and international intellectual property laws and may not be copied, reproduced, downloaded, or distributed in any way in whole or in part without the express written consent of Company.

“Company Marks”

- a. reproduce, duplicate, copy, sell, resell, or exploit for any commercial purpose any Company Content or any portion of it thereof, other than as expressly allowed under these ToU; and
- b. use the Company Marks or the name, trademarks, service marks, or other materials of any third party in connection with, or to transmit, any unsolicited communications or emails or for any other unauthorized purpose.

In the event You come across any Content that is incorrect, infringing, offensive, indecent, or objectionable, please notify us immediately at grievance@nsdcindia.org

Additionally, from time to time, the Company (or its third-party service providers, on behalf of Company) may request Users to review Company Content or beta-test the Platform. The works derived from such activity shall remain the sole and exclusive property of or its third-party service providers, as applicable.

6 .THIRD-PARTY INTELLECTUAL PROPERTY

Company respects third-party intellectual property rights and actively supports protection of all third-party intellectual property including copyrights and trademarks (**“IP”**). If we receive proper notification of IP infringement, our response to such notices will include removing or disabling access to material claimed to be the subject of infringing activity unless the Company’s own investigation concludes otherwise.

Company shall not be held liable for the unauthorized use of any third-party IP, and the User that carries out such unauthorized use or infringes any IP available on the Platform shall fully indemnify and hold Company harmless against any and all claims that may arise as a result of such use.

For notices of disputes or claims of copyright or other intellectual property infringement, please notify us by writing to the Grievance Officer at the contact information provided below.

7. LIMITED LICENSE

In consideration for Your agreement to these ToU, Company grants You a personal, non-exclusive, non-transferable, revocable license to access and use the Platform, solely in accordance with the ToU. You may download or copy the portions of the Company Content available on the Platform for Your own non-commercial and personal use only, provided You maintain all copyright and other

notices contained in such Company Content. You may not copy, sell, resell, reproduce, publish, modify, transfer, retransmit, distribute, commercially exploit, or create derivative works of Platforms, skilling program or any Company Content.

You shall not reverse-engineer, decompile, disassemble, or otherwise access the source code for any software that may be used to operate the Platform. From time to time, Company Content may include software, code, instructions, or other such information in the Company Content for the skilling program; any such information is provided on an "as is" basis for instructional purposes only and is subject to the this ToU. Any use of such information for commercial purposes is strictly prohibited. Company and/or its affiliates and licensors reserve all rights not expressly granted herein to the Platforms, Company Content, and Company Marks.

Without limiting the generality of the ToU above, the following are types of uses that the Company expressly defines as falling outside of the definition of "non-commercial and personal use":

- a. the sale or rental of (i) any part of the Company Content, (ii) any derivative works based at least in part on the Company Content, or (iii) any collective work that includes any part of the Company Content;
- b. the sale of access or a link to any part of the Company Content;
- c. providing training, support, or editorial services that use or reference the Company Content in exchange for a fee;
- d. the use of Company Content by a for-profit corporation or non-profit entity for its own purposes; and
- e. the use of Company Content for displaying, uploading or making available at a place that is accessible to the general public in any manner, including but not limited to any social media websites and applications, internet relay chat (IRC) channels, video download sites, and P2P networking websites including torrents.

8 .USER CONDUCT POLICY

Without limitation, You will not post or transmit, or cause to be posted or transmitted, any communication or solicitation or other "phishing", "pharming" or "whaling" message or use keygen malware/virus, designed or intended to obtain password, account, personal information, financial information, confidential information or private information from any User of the Platform. However, if any such event does take place, and/or the other user's device, computer system or any other property is compromised in any manner due to such act, the Company shall not be liable for any loss of data and property.

You acknowledge and agree that Company has the right to report any and all suspicious or illegal activity to the appropriate legal or police authorities without notice to You.

You should not host, display, upload, modify, publish, transmit, store, update or share any information that:

- a. belongs to another person and to which the User does not have any right;
- b. is defamatory, libelous, fraudulent, threatening, obscene, indecent, profane, pornographic, pedophilic, invasive of another's privacy including bodily privacy, discriminating, harmful, insulting or harassing on the basis of gender, libelous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
- c. is harmful to children;
- d. infringes any patent, trademark, copyright or other proprietary rights;

- e. violates any law for the time being in force;
- f. deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
- g. impersonates another person;
- h. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting other nation;
- i. contains software virus or any other computer code, file, SMS bombers or program designed or attempt brute force attack to interrupt, destroy or limit the functionality of any computer resource;
- j. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person;

9. USER CONTENT

The Platform may allow/ require You to upload certain information including but not limited to reports, assignments, industry projects, photos, videos etc. (collectively "**User Content**").

With respect to any User Content You submit via the Platform or that is otherwise made available to the Company, You hereby grant the Company an irrevocable, worldwide, perpetual, royalty-free and non-exclusive license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such User Content on the Platforms or otherwise utilize the User Content, with the right to sublicense such rights (to multiple tiers), for any purpose (including for any commercial purpose). Company reserves the right to remove any User Content at any time and for any reason.

To the extent that You provide any User Content, You represent and warrant that: -

- a. You have all necessary rights, licenses and/or clearances to provide such User Content and permit Company to use such User Content as provided above;
- b. such User Content is accurate and reasonably complete;
- c. as between You and Company, You shall be responsible for the payment of any third-party fees related to the provision and use of such User Content; and
- d. such User Content does not and will not infringe or misappropriate any third-party rights or constitute a fraudulent statement or misrepresentation or unfair business practices.
- e. such User Content does not contain any image, video, cinemagraph, portrait, print, snapshot, etc. which is pornographic, obscene, deceptive, fraudulent or illegal or defamatory or may disturb communal peace or hurt religious sentiments of any section of the society, or is hateful, harassing or racially or ethnically offensive.

The Company does not control the User Content submitted through the Platform, and does not guarantee the accuracy, integrity, or quality of such User Content. Under no circumstances will the Company be liable in any way for any User Content, including any errors or omissions, or any loss or damage or defamation of any kind incurred as a result of Your submission or use of any User Content. You are responsible for complying with all the laws applicable to the User Content.

10. PLATFORM SECURITY

You are prohibited from violating or attempting to violate the security of the Platform or any other associate Platform of Company, including, without limitation,

- a. accessing data not intended for such user or logging onto a server or an account that the User is not authorized to access;
- b. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- c. attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Platform, overloading, "flooding," "spamming," "mailbombing" or "crashing;"
- d. sending unsolicited emails, including promotions and/or advertising of products or services; or
- e. forging any TCP/IP (transmission control protocol/ internet protocol) packet header or any part of the header information in any email or newsgroup posting.

Violations of system or network security may result in civil or criminal liability. The Company will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of this Platform or any activity being conducted on the Platform. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Platform other than the search engine and search agents available from the Company on the Platform and other than generally available third-party web browsers (e.g., Google Chrome or Microsoft Edge).

The Company strives to ensure the security of its Users and has implemented measures to protect the security of user accounts and related information. However, we cannot guarantee that unauthorized third parties will not be able to breach our security measures.

11. DISCLAIMER

You acknowledge and undertake that you are accessing the services on the Website and transacting at your own risk and are using your best and prudent judgement before entering into any transactions through the Website. We hereby expressly disclaim any and all responsibility and liability in this regard.

The Platform may contain typographical errors or inaccuracies and may not be complete or current. Company, therefore, reserves the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice.

The Platform, and any information or Company Content are provided on an "as is" and "as available" basis with all faults.

The User understands and agrees that the Company Content and all other information, data, or other material downloaded or otherwise obtained through or from the Platform is obtained at the User's own discretion and risk, and that the User will be solely responsible for any damage to the User, the User's computer system, electronic device or any loss of data that results from the download of such material or data.

Under no circumstances will the Company be liable in any way for use of any Company Content, or any other information, data, or other material downloaded or otherwise obtained through or from

the Platform, including any errors or omissions, or any loss or damage or defamation of any kind incurred as a result of Your use of or reliance on such information or data. No advice or information, whether oral or written, obtained by the User from the Company or through or from the services, shall create any warranty by the Company.

In the event You find any information provided on the Platform incorrect or obscene, kindly notify us in writing to the Grievance Officer at the contact information provided below.

There might be trademarks, logos and brand names of other companies on the website ("**Third Party IP**"). Use of these names, trademarks and brands or Third-Party IP does not imply endorsement. These are the property of their respective trademark holders.

You may not use any of these Third-Party IP, or any variations thereof, without the owner's prior written consent. Nothing contained on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Third-Party IP displayed on the Platform without the written permission of the owner of the applicable Third-Party IP.

12. LIMITATION OF LIABILITY

Neither Company nor any of its affiliates, directors, promoters, employees, agents or vendors shall be liable to You or any other person, whether in tort, contract, strict liability or otherwise, for any indirect, special, incidental or consequential losses or damages of any nature arising out of or in connection with the use or inability to use this Platform including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of search results, or computer / electronic device failure, virus or malfunction. In no event will Company be liable for any damages to a User.

13. SITE LINKING

The Platform may contain links to pages on other websites (" **Linked Sites** "), and those Linked Sites may contain Content or offer products and/or services. Company does not author, edit, control, or monitor these Linked Sites. You acknowledge and agree that:

- a. we have no responsibility for the representations or accuracy, or availability of information provided by Linked Sites;
- b. we do not control or endorse the sponsors of such Linked Sites or the content, products, advertising, or other materials presented on such Linked Sites; and
- c. You agree to the ToU of the Linked Sites. We may remove any Linked Sites from the Platform at any time with or without reason.

We appreciate that Linked Sites may contain material on which the operator of the Linked Sites has intellectual property rights. We respect those rights and provide the links for information purposes only. The fact that we have provided links to any Linked Site does not create or imply any relationship or partnership with the operator of such Linked Site.

- d. You may not establish a link to this Platform from any other website, application, intranet or extranet site without our prior written consent. If You wish to create links, You may contact us before doing so. In establishing links, You must not represent in any way, expressly or by implication, that You have received the endorsement, sponsorship or support of Company, including its employees, agents, directors, officers or shareholders.
- e. We take no responsibility for the content or practices of any third-party services in the Linked Sites.

- f. We encourage You to carefully review the ToU of services/use of any third-party services or Linked Sites You access.

14. REPRESENTATIONS AND WARRANTIES

Your use of our Platform is based on the representation that the information shared by you is true, accurate and complete in all respects.

Company makes no representations or warranties of any kind, whether expressed or implied, with respect to Company Content or services available on or through this Platform, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Company makes no warranty that the services will meet the User's requirements or that the services will be uninterrupted, timely, secure, or error free; nor does Company make any warranty as to the results that may be obtained from the use of the services, or as to the accuracy or reliability of any information obtained through the services, or that any defects in the software will be corrected.

15. INDEMNITY

You agree to indemnify and hold Company and its subsidiaries, directors, promoters, employees harmless from any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs, relating to or arising out of:

- a. Your use or attempted use of the Platform in violation of the ToU;
- b. Your violation of any law or rights of any third party; or
- c. information or content that You post or otherwise make available on the Platform, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights

16 .TERMINATION OF RIGHTS

You agree that Company, in its sole discretion, may deactivate Your account or otherwise terminate Your use of the Platform with or without reason, including, without limitation, if Company believes that You have:

- a. breached the ToU;
- b. infringed the Third Party IP;
- c. posted, uploaded, or transmitted unauthorized content on the Platform; or
- d. violated or acted inconsistently with the letter or spirit of these ToU.

You agree that any deactivation or termination of Your access to the Platform or skilling program may be effected, without prior notice to You and that Company shall not be liable to You nor any third party for any termination of Your account or enrolment into a skilling program. You also acknowledge that Company may retain and store Your information on Company's systems notwithstanding termination of Your account or enrolment into the skilling program.

The Company shall periodically, inform Users that in case of non-compliance of these ToU, the Company has the option to terminate Your Services on this Platform or remove non-compliant information or both, as per the Company's discretion.

17. MISCELLANEOUS PROVISIONS

- a. **Minimum Age:** By accepting the ToU through Your use of the Platform, You certify that You are 14 years of age or older. If you are under the age of 14, You must not use this Platform and immediately refrain from submitting any personal information on the Platform. If You want to contact the Platform, you may only do so through your parent or legal guardian.
- b. **Assignment:** Company may freely transfer or assign any portion of its rights or delegate its obligations under these ToU. You shall not transfer or assign, by operation of law or otherwise, any portion of Your rights or delegate Your obligations under these ToU without the prior written consent of Company and any such attempted transfer or assignment shall be void and of no effect.
- c. **Governing Law:** The ToU shall be governed in accordance with the laws of India and any disputes arising out of or in connection with the ToU shall be subject to exclusive jurisdiction of courts in New Delhi, India. Where a dispute arises, the parties involved shall make all reasonable efforts to resolve the dispute through good faith negotiations. If efforts to amicably resolve any dispute or claim between the parties are unsuccessful, then such dispute or claim arising out of or in connection with the ToU shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, before a sole arbitrator to be appointed by the Company. The proceedings shall be conducted in English and the seat, place and venue for the arbitration shall be Delhi.
- d. **Severability :** If a particular term is not enforceable, the unenforceability of that term will not affect any other terms.
- e. **No Class Actions:** You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.
- f. **Waiver:** The failure of Company to exercise or enforce any right or provision of the ToU shall not constitute a waiver of such right or provision. No waiver shall be binding unless executed in writing by the party making the waiver.
- g. **Entire Agreement:** These ToU shared with You constitute the entire agreement between You and the Company relating to the matters set forth herein, and shall not be modified except in writing, as posted on the Platforms by the Company or through a specific writing between You and the Company.
- h. **Modification:** We may modify these terms or any additional terms that apply to these Services to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised terms.
- i. **Grievance Officer:** In the event You feel that Your concern has not been resolved to Your satisfaction, You may contact our grievance officer, who shall endeavor to redress the concern in an expeditious manner. In compliance of the Information Technology Act, 2000 read with Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and its rules thereof, the name and contact details of the Grievance Officer are herein as under:

Title: Grievance Officer

Address: Kaushal Bhawan, 5th-6th Floors, New Moti Bagh, New Delhi-110023

Email: grievance@nsdcindia.org

Website: pgportal.gov.in