

## TERMS OF USE

The Platform is owned and provided to you by National Skill Development Corporation (“NSDC”), having its registered office 301, 3rd Floor West Wing, World Mark 1, Aerocity, New Delhi - 110037.

### INTRODUCTION

E-Learning refers to learning courses that are specifically delivered via the Internet and is delivered using an online eLearning platform. eLearning enables people of all ages to learn new skills without the restrictions of a traditional classroom. NSDC acts as an aggregator for eLearning providers. The catalog, user-wise usage and analytics information will be with the aggregator portal at the axis of the eLearning provider services.

The eLearning aggregator platform, **eskillindia.org (portal)** from NSDC provides opportunities to training -providers and skill-seekers to choose from an aggregated catalog of eLearning courses provided through various knowledge partners’ (KP) (affiliates) eLearning platforms. Existing NSDC candidates (whether scheme-based or non-scheme based) may have logins authenticated from the portal. Any visitor may create login and access courses as authorized. Scheme based students may be allowed access to specific additional courses or facilities. eSkill India portal will aggregate and provide access to various eLearning course options, as well as receive usage data back for tracking and monitoring from participating knowledge partner’s portals.

Services available at the knowledge partner-portal will be governed by individual portal-wise terms and conditions.

For the purpose of these Terms of Use, wherever the context so requires "You" or "User" shall mean any natural or legal person who can form a legally binding contract under the Indian Contract Act, 1872. If you are a minor i.e. under the age of 18 years, you may access **eskillindia.org** only with the involvement of a parent or guardian.

### ACCESSING, BROWSING OR OTHERWISE USING THIS PLATFORM / PORTAL INDICATES YOUR AGREEMENT:

- i. To all the terms and conditions under these Terms of Use;
- ii. To be bound by NSDC Policies (including but not limited to Undertaking, Privacy Policy), as amended from time to time;
- iii. To UNDERTAKE:
  - a) That you are accessing the services on the platform and transacting at your own risk and are using your best and prudent judgment before entering into any transactions through/accessed via the platform;
  - b) That you shall be responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent

- unauthorised access to your account; and shall accept responsibility for all activities that occur under your account or password;
- c) That you are communicating with NSDC through electronic records and that you may receive communications via electronic records from NSDC periodically and as and when required. NSDC will communicate with a User by email or by a Post notice or electronic records on the Platform which will be deemed adequate service of notice / electronic record.
  - d) That you will check the portal and /or your registered email and/or mobile for any updates sent by eSkill India and/or Knowledge partners.
  - e) That you will use the platform only for your personal use and not for any commercial purposes;
  - f) That you shall not use the platform for any fraudulent purposes, or in connection with a criminal offense or other unlawful activity or impersonate any person or entity;
  - g) That you shall not use the platform in any way that causes, or is likely to cause, the platform or access to it to be interrupted, damaged or impaired in any way;
  - h) That all details provided by you on the platform are correct and complete and that you shall inform us immediately of any changes to the information that you provided when registering and/or;
- iv. That NSDC is only a facilitator and is not and cannot be a party to or control in any manner any transactions accessed through platform. Accordingly, the contract of sale of products on the platform shall be a strictly bipartite contract between you and NSDC's affiliates and/or Knowledge Partners;
  - v. That NSDC reserves the right and sole discretion to refuse access to the Platform, terminate any account, remove or restrict any content, at any time, with or without notice to you in case we notice any illegal activity at your end or if it has reasons to believe that any information provided by you is untrue, inaccurate, outdated or incomplete.

## **USER CONTENT**

Users of this platform may post reviews, comments send communications;, questions, or other information, as long as the content is not: illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), obscene, pornographic, pedophilic or menacing abusive, threatening, defamatory, deceptive, misleading, abusive, indecent, harassing, blasphemous, libelous, ethnically objectionable, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable or threatens the unity, integrity, security or sovereignty of India or friendly relations with foreign States and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of spam to cause annoyance, inconvenience or needless anxiety.

NSDC reserves the right (but not the obligation) to take appropriate steps such as, remove, refuse, delete or edit any content that in the sole judgement of NSDC, violates any of the Terms of use and/ or applicable laws, or terminate your permission to access or use the platform.

## **INTELLECTUAL PROPERTY RIGHTS**

The services, including but not limited to digital content on the platform i.e. text, graphics, user interface, images, video interface and software as well as their selection and arrangement, is the sole and exclusive property of NSDC or its affiliates who have granted NSDC the right to use their content and are protected to the fullest extent possible by applicable laws related to copyrights, trademarks, trade secrets and all other intellectual property and proprietary rights (collectively, "Intellectual Property Rights"). Any unauthorized use of the services may violate such laws and the Terms of Use. NSDC reserves all its legal rights to prohibit, stop or contain any such violations.

In relation to any content submitted by you which is available on the Platform, you hereby grant an unconditional, unlimited, perpetual, royalty-free, irrevocable worldwide license and permission to NSDC and its affiliates, content sharing partners to use, display, store, host, publish, digitally reproduce or copy, transmit, communicate, modify, translate, create derivative works from, distribute or otherwise make such content available on the Platform or in relation to the Services provided by NSDC. You agree that such content may continue to be made available on the Platform despite any termination or suspension of your account, if such content has been shared, stored or embedded by any other user(s). You agree to not hold NSDC responsible for the aforesaid activities in relation to your content.

## **INDEMNITY**

A User agrees to indemnify, defend and hold NSDC and its officers, directors, partners, employees, agents and representatives harmless, from and against any and all claims, damages, losses, liabilities, costs (including reasonable legal fees) or other expenses that arise directly or indirectly out of or from:

- (i) user content and any other content (e.g. computer viruses) that he/ she may submit, post to or transmit through the Platform (including a third party's use of such user content (e.g. reliance on the accuracy, completeness or usefulness of your user content);
- (ii) your access to or use of the Platform and Services (including any use by your employees, contractors or agents and all uses of your details, whether or not actually or expressly authorized by him, in connection with the Platform and Services);
- (iii) breach of any clause of the Terms of Use;
- (iv) any allegation that while using any of the content made available on the Platform he / she infringes or otherwise violates any right including but not limited to the copyright, trademark, trade secret or other intellectual property of any third party; and/or;
- (v) activities in connection with the Platform. This indemnity will be applicable without regard to the negligence of any party, including any indemnified person.

## **ALTERATION OF SERVICE OR AMENDMENTS TO THE TERMS OF USE**

NSDC reserves the right to make amendments to the platform, policies, and these Terms of Use published on the Platform from time to time at its sole discretion. Your continued access or use of the Platform and Services constitutes your acceptance of the amendments, unless any change to those policies or terms is required to be made by law or government authority. If any of these terms

is deemed invalid, void, or for any reason unenforceable by law, that terms will be deemed severable and will not affect the validity and enforceability of any remaining Terms.

## **APPLICABLE LAW AND JURISDICTION**

Terms of Use shall be governed by and construed in accordance with the Laws of India. In case of any disputes, the courts at Delhi will have exclusive jurisdiction to try any such disputes to the exclusion of all other courts.

## **GRIEVANCE OFFICER**

In compliance with Information Technology Act 2000 and rules made there under, the details of the Grievance Officer are provided below:

Contact Person : Mr. **Sachin Aggarwal**  
Address : National Skill Development Corporation  
301, West Wing, Worldmark 1, Aerocity, New Delhi-110037  
Email ID : [eskillindia@nsdcindia.org](mailto:eskillindia@nsdcindia.org)

Any person who wishes to notify NSDC of any dispute/objectionable content/complaint may write to the said designated officer. The Grievance Officer shall endeavor to respond to such grievances within a reasonable time-frame. The parties are encouraged to resolve the disputes among themselves and the Platform does not act as a mediator of disputes or disagreements between the third parties. Also note that giving false, misleading or inaccurate information to NSDC may result in civil and/ or criminal liability.