

DIGILOCKER

TERMS OF USE

These are the terms (the “Agreement”) that govern your participation in the DigiLocker, provided by the National e-Governance Division under the Ministry of Electronics and Information Technology, Government of India. DigiLocker (hereinafter referred to as ‘Site’) and all data, text, designs, pages, graphics, user interfaces, visual interfaces, images, artwork, photographs, trademarks, logos, audio and video and HTML code, source code, or software (collectively, “Content”) that reside or are viewable or otherwise discoverable on the Site are the property of National e-Governance Division, Ministry of Electronics and Information Technology.

In order to access or use DigiLocker, you must agree to the terms of services set out below.

By visiting or using the Site, you expressly agree to and consent to be bound by these Terms, as updated from time to time. **IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, DO NOT USE THE SITE.**

You may not use the System in any manner and may not accept the Terms if you are not of legal age to form a binding contract.

You represent and warrant that you have authority to bind the entity on whose behalf you are using the System to the Terms, and by accepting the Terms, you are doing so on behalf of that entity (and all references to “you” in the Terms refer to that entity).

In particular, if you are accessing or using the system on behalf of a State or Central department /PSU/ Institution/ Autonomous body/ Corporation etc., you represent and warrant that you have authority to bind that department (State or Central) /PSU/ Institution/ Autonomous body/ Corporation etc. to these Terms.

I. DEFINITIONS

- a) “DigiLocker” means the Government-owned and operated web and mobile-based hosting of the Digital Locker system.
- b) “Digital Locker” means a service of preservation, retention of electronic records by the subscriber and delivery of electronic records to the subscriber.
- c) “Digital Locker Directory” means a web page managed by the Government or Digital Locker authority for registration and providing details of registered locker providers, issuers, requester, repositories and access gateways providers.
- d) “Digital Locker Portal” means a web and mobile-based system to provide users access to documents under Digital Locker System.
- e) “Digital Locker service provider” means an intermediary including a body corporate or an agency of the appropriate Government, as may be notified by the Government, to provide Digital Locker, access gateways and, or repository facilities electronically, in accordance with these rules.
- f) “Digital Locker system” means an application-based system to provide Digital Locker services to the users with the help of authorised service providers, providing Digital Locker, access gateways and, or repositories facilities.
- g) “API” means any mechanism that allows a system or service to access data or functionality provided by another system or service. The API is generally used to interact (like query, list, search, sometimes submit and update) directly with the specific information on a system, to trigger some action on other systems, or to perform some other action on other systems.

- h) “Codes” means access codes, identification codes, tokens, private security keys, passwords and/or public security certificates that NDH may issue to you to access or use with the System.
- i) “System” comprises the services and platform provided by the NeGD, Ministry of Electronics and Information Technology under the DigiLocker accessible at <https://digilocker.gov.in/>.
- j) “Developer” means a person or entity other than Company that produces or provides software or services through which a user can access the System.
- k) “Documentation” means any printed documentation regarding the System, any electronic documentation regarding the platform, and any other online or other documentation that is generally made available by NDH to Users or Developers regarding the System.
- l) “issuer” means any State or Central department or agency or body corporate issuing digitally authenticated electronic records to the subscriber under the Digital Locker system.
- m) “requester” means any State or Central department or agency or body corporate requesting access to the subscriber’s digitally signed or equivalently authenticated electronic records preserved and retained in the repository created and managed under the Digital Locker system.
- n) “repository” means an electronic repository of digitally signed and, or digitised electronic records maintained by any Digital Locker service provider or an issuer for the purpose of accessing such records and delivering them to the users.
- o) “subscriber” means subscriber to a Digital Locker under the Digital Locker system.

p) “Uniform Resource Identifier (URI)” means a unique reference to a document stored in a Digital Locker repository.

q) “User” means a person or other entity who accesses the System directly or indirectly.

2. ACCOUNT REGISTRATION

For the purpose of providing preservation and retention of machine-readable, printable, shareable, verifiable and secure State or Central department or agency or body corporate issued electronic records, the Government and other service providers to provide a Digital Locker system of limited electronic storage to all users.

You may browse the Site without registering for an account. However, you will be required to register for an account with your mobile no if you intend to use certain features or services offered by the Site.

Any individual who is a resident of India shall be able to open and gain access to the Digital Locker portal after submitting the duly prescribed application form.

Digital Locker Portal shall provide access to repositories and access gateway for issuers to issue and requesters to access digitally signed or equivalently authenticated electronic records respectively in a uniform way in real-time.

Any individual may obtain the services of the licensed or empanelled Digital Locker service providers for the purpose of accessing locker, gateways and repository services using the web or mobile-based Digital Locker Portal.

a) User must provide either mobile number or Aadhaar number and any other information requested from you in order to complete the registration process and be entitled to use the Services.

b) The Organization/entity requesting such access shall ensure the following:

- (i) The Head of the Organization or a Senior Official from the Organization, whom the Organization authorizes, should register on the Portal on behalf of their Organization.
 - (ii) The Registration/Sign-up on the DigiLocker Portal should be done using the Organization's official email ID.
 - (iii) The Details submitted by the Organization shall be verified; upon verification, the Organization shall be authorized to use the service.
 - (iv) If any information provided is found to be false or incorrect, or inadequate, then the registration may be cancelled at any point in time.
 - (v) any other information as prescribed by the Government
- c) Upon completing the registration process, you will be able to login using mobile no. and an OTP received on your registered mobile number. The registration process may change without any prior information.
 - d) You are solely responsible for maintaining the confidentiality of your personal information and login credentials created for the DigiLocker account and all activities that might result from you failing to keep this information secure.
 - e) We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time if, in our opinion, you have failed to comply with any of the provisions of this Agreement. You will immediately notify us of any unauthorized use of your password or user identification code, by sharing details of such unauthorized use at: <https://support.digitallocker.gov.in/open>.

3. ACCESS PERMISSIONS

You will only access (or attempt to access) the Site by the means described in the Documentation and will comply with the terms and conditions of this Agreement. In addition, you will comply with all Central and State laws, rules, and regulations applicable to you and your use of the Site and affecting any third-party rights. 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.

The manner in which Subscriber uses the Digital Locker system.

The subscriber shall use a Digital Locker to,

- a) access and register for Digital Locker on the web or mobile-based Digital Locker Portal.
- b) access documents from issuers using the document URI's available in the Digital Locker account.
- c) grant access to the requester to access State or Central department or agency or body corporate issued records by providing unique document URI; and
- d) provide consent to the issuer to deposit document URI's and to the requestor to access documents.

I. The manner in which the requester uses the Digital Locker system.

The requester shall use a Digital Locker to,

- a) register on the Digital Locker directory.
- b) use authorized gateway providers to access documents stored across repositories; State or Central department or agency or body corporate issued documents based on the URI; and
- c) take consent from the subscriber to access documents available in the subscriber's Digital Locker account.

II. The manner in which the issuer uses the Digital Locker system.

A Digital Locker shall allow the subscriber to query the issuer repository by providing the subscriber's identifier applicable to the issuer organization to enable issuer to provide the URI's of all the linked records the identifiers submitted by the subscriber.

- a) register on the Digital Locker Directory.
- b) issue new digital records in the standard format as prescribed by the appropriate Government.
- c) provide older digitized records to the subscriber, which are verifiable, shareable, accessible and printable.

- d) gives consent to any other Digital Locker service provider to gain access to its documents.

4. ACCESS RESTRICTIONS

You will not, either on your own or through any other person or third party:

- a) Copy, distribute, alter or modify, any part of the Services in any manner whatsoever without DigiLocker's explicit authorization in this regard; (ii) access, acquire, copy, monitor or reproduce any portion of the Site or any Content thereof, or circumvent any restrictions imposed on the access of the Site to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. DigiLocker reserves the right to bar any such activity.
- b) restrict or inhibit any other person from using the Site, (ii) impersonate any person or entity, whether actual or fictitious, (iii) collect, use, store, access or process any data, including but not limited to sensitive personal information of any User or any person without express and informed consent of the person
- c) use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, (ii) violates any law for the time being in force
- d) intentionally compromise the security of the Site or take any action intentionally, or neglect or omit to take, any action that compromises the security of the Site,
- e) attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or any of the services offered on or through the Site, by hacking, password "mining," or any other illegitimate means.
- f) take any action that imposes an unreasonable or disproportionately excessive burden on the infrastructure of the Site, or any systems or networks connected to the Site,
- g) upload, modify, publish, transmit, update or share any data, code or information which (i) belongs to another person and to which you do not have any right to; (ii) is misleading in any way; (iii) infringes upon

or violates any third party's rights including but not limited to, intellectual property rights, rights of privacy or rights of publicity; (iv) contains any sexually explicit content, or content that promotes obscenity, racism, bias, hatred or physical harm of any kind against any group or individual (v) harasses or advocates harassment of another person; (vi) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (vii) harm minors in any way; (viii) tries to gain unauthorized access or exceeds the scope of authorized access to the Site or solicits passwords or personal identifying information for commercial or unlawful purposes from other Users; (ix) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancel-bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information; (x) threatens the unity, integrity, defense, 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 any other nation.

- h) You shall not charge any fee for providing access to content, documents/certificates accessed by you through DigiLocker services or through use of DigiLocker API. You may however charge fees or seek payment for any value-added services that you may independently develop or provide based on the content accessed through DigiLocker service or through use of DigiLocker API.

5. Suspension and Revocation of Digital Locker account.

I. The DigiLocker may suspend such account

- a) on receipt of a request to that effect from –
 - i. the subscriber listed in the Digital Locker account; or
 - ii. any person duly authorized to act on behalf of that subscriber

- b) if it is the opinion of Digital Locker authority that the subscriber's Digital Locker account should be suspended in the public interest for reasons to be included in writing.
2. A Digital Locker account shall not be suspended for a period exceeding thirty days unless the subscriber has been given an opportunity of being heard in the matter.
3. On suspension of a Digital Locker account under these rules, the Digital Locker service provider shall communicate the same to the subscriber and other users. Explanation. — For the purpose of these rules, suspension of Digital Locker account of subscriber implies that neither requester nor issuer shall be able to access subscriber's account during the period of such suspension.
4. Subject to sub-rule (2), the Digital Locker authority may revoke a subscriber's Digital Locker account if not satisfied after making such inquiry.

6. USER SUBMISSIONS

You agree to furnish with information concerning any errors, problems, difficulties, or suggestions regarding the access to or use of the Site. You will also promptly respond to any reasonable questions provided by DigiLocker. You acknowledge and agree that all information provided in accordance with this section shall be considered User Submissions

You agree and undertake not to circumvent any restrictions placed by DigiLocker on access to the Services. You further permit DigiLocker to monitor your use of the Site to ensure compliance with the terms.

7. AUDIT

The Digital Locker service provider shall get its operations audited annually by an auditor, and such audit shall include, inter alia:

- a) security policy and planning.
- b) physical security.
- c) technology evaluation.
- d) contracts or agreements; and
- e) policy requirements as may be required under these rules.

8. CONFIDENTIAL INFORMATION

The following information shall be treated as confidential, namely:

- a) Digital Locker account application.
- b) Digital Locker account information collected from the subscriber or elsewhere as part of the registration.
- c) subscriber agreement.
- d) Digital Locker contents.
- e) document URI; and
- f) any other information as may be notified by the MeitY.

9. ACCESS TO CONFIDENTIAL INFORMATION

- a) Access to confidential information shall be subject to the provisions of the Act and the Rules made thereunder.
- b) Access to confidential information by the employees of the DigiLocker shall be on a “need-to-know” and “need-to-use” basis. The process of maintaining the confidentiality of information has to be included in the DigiLocker log.
- c) The backup of all information shall be kept offsite in the disaster recovery facility.
- d) The confidential information shall not be preserved and retained outside India.

10. CONTENT

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, republished, reproduced, uploaded, posted, displayed publicly, encoded, translated, transmitted, or distributed in any way to any other computer, server, website or another medium for publication or distribution or for any commercial enterprise, without DigiLocker’s express prior written consent.

You may use the information made available on the Site, provided that you will (1) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (2) not make any modifications to any such information

and any additional representations or warranties relating to such documents and content.

11. TERMINATION

If you wish to terminate the Terms, you will provide prior written notice to DigiLocker, and upon termination, you will cease to use the Site. DigiLocker reserves the right to terminate the Terms with you or discontinue the Services for any reason and at any time without liability or other obligation to you. Upon any termination of the Terms or discontinuation of your access to the Site, you will immediately stop using the same.

DigiLocker also reserves the right to deny access to the Services offered on the Site to new Users or to terminate access granted to existing Users at any time without according any reasons.

12. VIOLATION OF THESE TERMS

We may investigate any violation of these Terms, including unauthorized use of the Site. We may provide law enforcement with information you provide to us related to your transactions to assist in any investigation or prosecution of you. In addition, we may take legal action that we feel is appropriate. If we determine that you have violated these Terms or the law, or for any other reason or for no reason, we may block your account and will prevent you from accessing the Site at any time without notice to you.

13. MISCELLANEOUS

DigiLocker reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without written notice by posting the modified Terms on this website indicating the 'last updated date. Any changes we make will be effective immediately. Accordingly, you take the responsibility to check these Terms of Use periodically for changes. Your continued use of the platform posts such revision shall constitute acceptance of the modified Terms.

The waiver of a breach of any term hereof shall in no way be construed as a waiver of any other term or breach hereof.

14. DISCLAIMER

The material displayed on our website or App is provided without any guarantees, conditions or warranties as to its accuracy.

You agree that your use of the Site and the Services shall be at your sole risk for which DigiLocker/ shall not be liable. DigiLocker shall use all reasonable endeavors to ensure that the Services are uninterrupted, but it does not guarantee or warrant that: (i) the Services will meet your specific requirements; (ii) the Services will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of the Services will be accurate or reliable; and (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Services will meet your expectations; and (v) any errors in the Services will be corrected.

15. INDEMNITY AND LIMITATION OF LIABILITY

You agree to defend, indemnify and hold harmless DigiLocker and its affiliates, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) relating to any allegation or third-party legal proceeding to the extent arising from:

- a) your use of and access to the Site and Service.
- b) your violation of any term of this Agreement.
- c) your violation of any third party right, including without limitation, any copyright, property, or privacy right; or
- d) any claim that your User Content caused damage to a third party.

16. JURISDICTION

Your use of the Site and any dispute arising out of such use of the Site is subject to the laws of India, and the place of jurisdiction shall be New Delhi.