

Terms of Use - Issuer

Updated on 2nd June 2025

These terms govern Issuer participation as an Issuer in DigiLocker, a digital document wallet service provided by the National e-Governance Division (NeGD) under the Ministry of Electronics and Information Technology (MeitY), Government of India. By integrating with or issuing documents to DigiLocker, issuer agrees to comply with all applicable terms, policies, and guidelines set forth by NeGD.

All components of the DigiLocker platform, including but not limited to data, text, document templates, designs, pages, graphics, user interfaces, visual elements, images, artwork, photographs, trademarks, logos, audio and video content, HTML code, source code, and software (collectively referred to as “Content”) that are accessible through or embedded in the DigiLocker platform, are the intellectual property of the National e-Governance Division, MeitY. Issuers may utilize the platform solely for the purpose of digitally issuing documents to end-users in accordance with DigiLocker policies, without acquiring any ownership rights over the platform or its Content.

1. SCOPE

These Terms and Conditions govern the onboarding of the Issuer Organization onto the DigiLocker platform. Upon successful onboarding, the Issuer shall be authorized to publish and distribute electronically signed and digitally verifiable documents directly to end-users through the DigiLocker platform.

NeGD, through DigiLocker, shall act solely as a secure digital and transmission platform for such documents. Responsibility for the content and validity of issued documents rests solely with the Issuer.

2. ISSUER ONBOARDING AND ELIGIBILITY

Issuer Organizations must designate a senior authorized representative to initiate and complete onboarding onto the DigiLocker platform. Registration must be conducted using the official email domain of the organization, and all submitted information is subject to verification by NeGD. Misrepresentation may result in suspension or denial of access.

3. PERMITTED USE OF DIGILOCKER APIs

Issuer Organizations are granted access to DigiLocker APIs solely for the issuance of documents to be shared from authentic sources. All integrations must preserve DigiLocker branding and may not be rebranded or modified without prior written consent. Use of the API for unauthorized purposes is strictly prohibited.

4. ROLES AND RESPONSIBILITIES

- a) NeGD shall provide the DigiLocker platform to facilitate the transmission of documents from the Issuer to the Citizen or Issuer based on the explicit, informed consent of the Citizen.
- b) NeGD, through DigiLocker, serves exclusively as a secure digital conduit for the issuance and delivery of documents. NeGD shall not validate the authenticity or content of any documents issued. It shall act solely as a digital bridge between the source of truth (the Issuer) and the end-user.
- c) The Issuer shall ensure that documents are issued in a digitally signed and at par with physical documents (in lines with the Information Technology (Preservation and Retention of Information by Intermediaries Providing Digital Locker Facilities) Rules, 2016) and/or in a verifiable format as prescribed by DigiLocker standards.
- d) The Issuer shall guarantee compliance with applicable laws, including but not limited to the Information Technology Act, 2000, Information Technology (Preservation and Retention of Information by Intermediaries Providing Digital Locker Facilities) Rules, 2016, and any other relevant data privacy and security guidelines issued by Government of India from time to time.
- e) Every API endpoint used for issuing documents shall be mapped to a verified use-case approved by NeGD.

5. ACCESS RESTRICTIONS AND MISUSE

Issuers must not engage in any activity that compromises the integrity, availability, or confidentiality of the DigiLocker system.

6. CONSENT AND LEGAL LIABILITY

- a) The Issuer acknowledges and agrees that DigiLocker shall not be liable for the contents, misuse, or misrepresentation of any documents once disseminated through its system.
- b) Documents fetched or issued via DigiLocker shall be accessible solely through explicit user consent, with consent-based access enabled via DigiLocker.
- c) These Terms further affirms the Parties' intent to align with the principles of consent-based data sharing in compliance with the Data Protection Laws as currently prevalent in India, Public Key Infrastructure (PKI) for digital signing and verification, and standardization of electronic document formats. All integrations and data exchanges shall follow the applicable Indian laws.
- d) The Issuer confirms that DigiLocker will operate only upon such user consent and shall not be held accountable for any legal claims arising from the issuance or delivery of documents.

- e) The Issuer shall at all times indemnify and keep DigiLocker indemnified of any legal claims arising from the issuance or delivery of documents in furtherance to utilizing the DigiLocker services.

7. GENERAL PROVISIONS

- a) The issuer acknowledges and understands that it must be able to fulfil its responsibilities under these terms in accordance with the provisions of the law and regulations that govern their activities. Nothing in these Terms intends to negate or otherwise render ineffective any such provisions or operating procedures. The Issuer assumes full responsibility for their performance under these Terms.
- b) If at any time Issuer is unable to perform their duties or responsibilities under these terms consistent with statutory and regulatory mandates, NeGD shall immediately provide written notice to the Issuer to establish a date for resolution of the matter.

8. JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all legal disputes under these Terms.

9. GRIEVANCE REDRESSAL MECHANISM

The issuer agrees that grievances will be addressed and resolved, in compliance with applicable legal and regulatory requirements, In the event you have any questions or concerns about these Terms, or if you need support or wish to file a grievance, please contact us at: partners@digitallocker.gov.in

Address: National e-Governance Division (NeGD), Ministry of Electronics and Information Technology (MeitY), Government of India, New Delhi, India.

10. RESPECT FOR DATA PRINCIPAL RIGHTS

The Issuer affirms its commitment to support individuals in exercising their rights under applicable data protection laws, including access, correction, and grievance redressal, through appropriate and timely mechanisms.

11. PERSONAL DATA BREACH NOTIFICATION

In the event of any actual or suspected personal data breach involving personal data processed pursuant to these Terms, the Issuer shall promptly notify DigiLocker in writing within twenty-four (24) hours of becoming aware of the breach, to enable NeGD to take

necessary action accordingly. Furthermore, the Issuer shall comply with all legal obligations to report such a breach.

12. COMPLIANCE AND OVERSIGHT

The Issuer agrees to implement appropriate technical, organizational, and administrative safeguards to ensure the confidentiality, integrity, and security of personal data processed in connection with these Terms. The Issuer further agrees to abide by all applicable laws and regulations governing the handling of personal data as applicable.

13. TERMINATION AND SUSPENSION

Termination: NeGD may terminate this engagement, in whole or in part, with immediate effect upon the occurrence of a material breach of these Terms by the Issuer. A material breach shall include, but not be limited to:

1. Failure to Perform Obligations: Any lapse, negligence, or failure on the part of the Issuer to fulfill their responsibilities or obligations under these Terms.
2. Breach of Representations: Any misrepresentation, incorrect statement, or breach of undertakings provided by the Issuer.
3. Receipt of direction from competent/ regulatory authority, which, in the sole discretion of NeGD, indicates non-compliance or potential risk.
4. Legal or Regulatory Non-Compliance: Any act or omission by the Issuer which may result in a breach of applicable laws, rules, regulations, or guidelines.

In the event of any of the above, NeGD shall issue a Rectification Notice, allowing the Issuer a period of 7 (Seven) days from the date of such notice to rectify the identified breach or lapse to the satisfaction of NeGD.

Failure to adequately rectify the breach within the stipulated period shall result in the complete suspension and/or termination of the engagement without any further notice or obligation on the part of NeGD.

NeGD reserves the right to suspend or block API access without prior notice in case of non-compliance, security concerns, or directions from competent authorities.

Termination or suspension under this clause shall be without prejudice to any other rights or remedies available to NeGD under applicable law.

Suspension: As mentioned earlier, NeGD reserves the right to temporarily suspend or permanently revoke access to the DigiLocker platform in case of serious non-compliance by the Issuer, such as repeated data breaches, or legal violations.

14. USAGE BY SUBSIDIARIES / AFFILIATED ENTITIES

The Issuer may extend DigiLocker integration for use by affiliated departments or agencies only upon prior written approval by NeGD. The Issuer shall remain liable for all activities and usage undertaken through its issued APIs or credentials.

15. AMENDMENT OF TERMS

DigiLocker, may update these Terms periodically to reflect changes in services, legal requirements, or policies. NeGD reserves the right to revise the Terms at its discretion, with updates notified via the DigiLocker website. Issuer Organizations are responsible for reviewing the Terms regularly. Continued use of DigiLocker services implies acceptance of the updated Terms

