

Terms of Use

We welcome you on behalf of API SETU provided by the National e-Governance Division under the Ministry of Electronics and Information Technology and the National Informatics Centre, Government of India (collectively referred to in these terms as "API SETU"). By using any part of the System, you confirm that you agree to comply with and be bound by the following 'Terms of Use' ("Terms"). If you disagree with any part of these Terms, please do not use the System.

By accessing or using the System as a User, you are indicating your assent to all of the Terms and consent to be bound by it.

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

"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.

"Codes" means access codes, identification codes, tokens, private security keys, passwords and/or public security certificates that API SETU may issue to you to access or use with the System.

"Computer" means any computing device containing one or more central processing units, including but not limited to desktop and laptop personal computers.

"Developer" means a person or entity other than Company that produces or provides software or services through which a User can access the System.

"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 API SETU to Users or Developers regarding the System.

"System" comprises the services and platform provided by the NeGD, Ministry of Electronics and Information Technology and the National Informatics Centre under the National Data Highway accessible at <https://apisetu.gov.in/>.

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

II. Permitted Access

1. You will only access (or attempt to access) the System by the means described in the Documentation. You will not misrepresent or mask your identity or the identity of your client application. If API SETU assigns you developer credentials (e.g. client IDs), you must use them with the applicable APIs.
2. You undertake you have accessed the System and shall be using the API for the purposes of your own organization/ entity and not for use by any other third party.
3. Each User permits/ license other Users and API SETU to use the APIs made available through the System, including but not limited to for using the APIs for developing codes, software, systems, portals or platforms and such independently developed codes, software, systems, portals or platforms may be sold, leased or sublicensed by such other User.
4. User expressly permit and licenses API SETU to provide access to, publish, host and make available the APIs provided by the User to any API Subscriber and other Users.
5. Each User acknowledges and agrees that accessing the System and making use of the APIs made available on the System by other Systems does not give any proprietary rights or ownership rights over APIs made available by any third party.

III. Access Restrictions

1. You will not, either on your own behalf or through any agent or third party, decompile, disassemble, reverse engineer, or otherwise attempt to derive or extract the source code or any portion thereof, from any API or any related software on the System, or modify or create derivative works based on any component of the System or any Documentation.
2. For example, but without limitation, you shall not yourself or through any agent or third party:
 - a. translate any code provided by API SETU or User in connection with these Terms, including without limitation for the purpose of reverse engineering or to discover the structure, sequence or organization of the APIs or any portion thereof,
 - b. monitor, interfere with, or reverse engineer the technical aspects of the System
 - c. intentionally compromise the security of the System or take any action intentionally, or neglect or omit to take, any action that compromises the security of the System,
 - d. sell, lease, assign, license or sublicense or otherwise transfer the System or Documentation except as expressly authorized under these Terms, provided that you are licensed/ permitted to use the APIs made available through the System for independently developing code, software, system, portal or platform and such

independently developed code, system, software, portal or platform may be sold, leased or sublicensed by You.

- e. collect, use, store, access or process any data, including but not limited to sensitive personal information of any User or any person using the API made available on the System without express and informed consent of the person.
3. You shall not use the System for any purpose that is unlawful or prohibited by these Terms. You will comply with all Central and State laws, rules and regulations, applicable to You and your use of the System, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You agree and undertake not to circumvent any restrictions placed by API SETU on access to the Services. You permit API SETU to monitor Your use of the APIs to ensure compliance with the terms.
 4. You will not use the APIs to encourage or promote illegal activity or violation of third party rights.
 5. Any person or entity who uses/ consumes the API provided by another User on the System shall be solely responsible to collect the consent from individuals whose data is collected, stored or processed using the API. Such person or entity shall provide the details to API SETU platform as prescribed while using APIs that provide an individual's details. Such person or entity shall be solely liable for any consequences arising due to lack of consent, misrepresentation of consent or privacy violations and shall indemnify API SETU and the API provider from any such liability which may include but shall not be limited to damages, claims or costs.
 6. You are solely responsible for obtaining all equipment and developing or obtaining APIs required, for ensuring the compatibility thereof with the System in accordance with the documentation, for determining the suitability of said equipment and software for the purpose of using the System.
 7. You shall not host, display, upload, modify, publish, transmit, update or share any API, data, code or information which:
 - i. belongs to another person and to which User does not have any right to;
 - ii. infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical, or phone number or any other personal information and sensitive personal information) or rights of publicity;
 - iii. infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy;
 - iv. is misleading in any way;

- v. is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
- vi. harasses or advocates harassment of another person;
- vii. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- viii. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- ix. provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- x. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- xi. contains videos, photographs, or images of another person (with a minor or an adult).
- xii. tries to gain unauthorized access or exceeds the scope of authorized access to the System, or other areas of the System or solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
- xiii. solicits gambling or engages in any gambling activity which, in sole discretion, believes is or could be construed as being illegal;
- xiv. interferes with another User's use and enjoyment of the System or any other individual's User and enjoyment of similar services;
- xv. refers to any website or URL that, in sole discretion, contains material that is inappropriate for the System or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use.
- xvi. harm minors in any way;
- xvii. violates any law for the time being in force;
- xviii. deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- xix. impersonate another person;

- xx. 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;
 - xxi. 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 any other nation.
 - xxii. Is false, inaccurate or misleading;
8. User shall not attempt to gain unauthorized access to any portion or feature of the System, or any other systems or networks connected to the System or to any server, computer, network, or to any of the services offered on or through the System, by hacking, password "mining" or any other illegitimate means.
 9. Unless expressly permitted, User shall not probe, scan or test the vulnerability of the System or any network connected to the System nor breach the security or authentication measures on the System or any network connected to the System. User may not reverse look-up, trace or seek to trace any information on any other User or visitor to the System, or any other user, including any account on the System not owned by User, to its source, or exploit the System or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than User's own information, as provided for by the System.
 10. User shall protect information collected, processed or stored by the User through an API made available on the System and report any unauthorised access to the user

IV. API Prohibitions

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

1. Engage in sublicensing or sublicense an API for use by a third party. You undertake you have accessed the System and shall be using the API for the purposes of your own organization/ entity and not for use by any other third party, which is not expressly permitted to use the System.
2. Perform an action which has the effect of or with the intent of introducing to the System any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
3. Defame, abuse, harass, stalk, or threaten others.

4. Interfere with or disrupt the APIs or the servers or networks providing the APIs.
5. Use the APIs for any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage.
6. 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.

V. User Submissions

1. You agree to furnish with information describing the results of your use of the System, including:
 - a) Administrator's name and contact information and the names of any Users and other participants, and
 - b) reasonably comprehensive information concerning any errors, problems, difficulties, or suggestions regarding the access to or use of the System.
2. You will also promptly respond to any reasonable questions provided by API SETU. You acknowledge and agree that all information provided in accordance with this section shall be considered User Submissions.

VI. Termination

If a User wishes to terminate the Terms, it may do so by providing API SETU prior written notice and upon termination, cease User's use of the applicable APIs. API SETU reserves the right to terminate the Terms with you or discontinue the APIs or any portion or feature or your access thereto 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 an API, you will immediately stop using the API.

VII. Miscellaneous

No waiver or modification of this Terms shall be valid unless made in writing, except API SETU may modify the Terms without written notice by posting the modified Terms on this website. Your continued use of the platform after such modification 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.

VIII. Disclaimer

Your use of any information or materials on this website is entirely at your own risk, for which API SETU shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

IX. Indemnification

You and the entity on whose behalf you access and use the System shall defend and indemnify API SETU, and its affiliates, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

- a) your or your entity's use or misuse of the APIs and the platform;
- b) your violation or your entity's violation of the Terms; or

X. Jurisdiction

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