

TERMS OF USE

I. INTRODUCTION

The following Terms of Use is an electronic record maintained according to the Information Technology Act, 2000 and Rules made thereunder as applicable. It has been generated by a computer system and does not require any physical or digital signatures. It is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules, 2021 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of computer resource by any person.

In the present document, Career Portal means the state Career Guidance Portal which is provided by us, i.e. Aasman Foundation (“**AF**”), having its office #A-16, Green Park Main, New Delhi, Delhi – 110016. This Career Portal is a technology enabled multi-dimensional career assessment website that helps the users in career planning to the best of their interests. It is managed by AF and it enables students in Classes 9-12 to take informed career decision. We, AF acts as an aggregator for the content on career guidance.

Before using AF’s services/products you should go through the present Terms of Use and thereafter agree to them. The User of this platform shall be deemed to have read these terms and duly accepted them before browsing. These terms may be amended from time to time. By using this platform, you will be bound by the terms and conditions as mentioned herein. You are required to and are responsible for regularly reviewing these Terms of Use to keep yourself updated with the amendments as may be made by AF from time to time. If you continue to access the website subsequent to such changes, you will be deemed to have accepted and agreed to the said amendments.

II. REFERENCE OF TERMS

The terms referred to in the present document have been defined hereunder:

1. The term ‘AF’ refers to this Website, its owner, directors, employees, and individuals/entities associated with the Owner. Owner refers to Aasman Foundation.
2. The term ‘USER or YOU or YOUR’ means any person who accesses this website or who is registered at this website for various services provided by it.
3. The term ‘OUR WEBSITE’ or ‘WEBSITE’ refers to the Website Career Guidance Portal.

4. The term 'OUR PRODUCTS /SERVICES' refers to the products/ services offered at this Website, not including the advertisements that may be displayed on the Website.
5. The term 'APPROPRIATE GOVERNMENT' is referred to Central/State Government or Local authorities as the case may be.
6. The terms and conditions herein shall apply equally to both the singular and plural form of the terms. Whenever the context may require, any pronoun shall include both the corresponding masculine and feminine form. The terms as defined herein shall also be read as such in the Privacy Policy as well as the Disclaimer of the Website.

III. ELIGIBILITY

1. Use of the Website is available to all the students enrolled in the state government / government aided schools.
2. While registering with the Website, you represent that the information filled by you is correct and that you are duly authorized to accept this agreement. You further confirm that you shall use/browse the Website in terms of the present document.
3. AF reserves the right to terminate your registration and refuse to provide you with access to the Website if it is brought to the notice of AF or if it is discovered that you are using the site in violation of the present document.

IV. REGISTRATION OBLIGATION

1. You are responsible for maintaining the confidentiality of your User ID and Password and for all the activities that occur under your User ID and Password. You agree, inter-alia, to;
 - (i) Provide current, complete, accurate and true information about yourself when prompted by AF registration form and maintain to keep current, complete, accurate and true data at all times;
 - (ii) Immediately inform AF of any unauthorized use of your password or account or any other breach of security, and;
 - (iii) Ensure that you exit from your account at the end of each session.
2. If you provide any information that is untrue, inaccurate, not current, or incomplete or if AF has reasonable grounds to suspect that such

information is untrue, inaccurate, not current or incomplete, or not in accordance with this Agreement, AF has the right to indefinitely suspend or terminate or block access of your registration with the website.

3. AF shall not be liable for any loss or damage arising from your failure to comply with this Clause.

V. ELECTRONIC REGISTRATION AND COMMUNICATION

When you use the Website or send emails or other data, information or communication to AF, you agree and understand that you are communicating with AF through electronic records. You consent to receive communications from AF electronically. AF will communicate with you by email or by posting notices on the Website or through any other AF services.

VI. DESCRIPTION OF SERVICES

1. By entering into the present agreement, you accept that you are using the services rendered at AF at your sole discretion without any undue influence of the AF and at your sole responsibility under supervision of guardian.
2. You further agree to ensure that you will ensure that you avail the services with due care and due diligence and as per the terms & conditions of the present document.

VII. INTELLECTUAL PROPERTY OWNERSHIP

1. 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 AF or its affiliates who have granted AF 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. AF reserves all its legal rights to prohibit, stop or contain any such violations.
2. The information collected by AF from a user for registration on the computer resource, will be retained for a period of one hundred and

eighty days after any cancellation or withdrawal of his registration, as the case may be.

VIII. WEBSITE LICENSE

1. Subject to your compliance with these Terms of Use, AF grants you a limited non-exclusive, non-transferable license for the use of the Website.
2. You shall not indulge in any of the following activities:
 - (i) License, sub license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or Website in any way;
 - (ii) Create internet “links” to the Service or “frame” or “mirror” any Website or any other server or wireless or Internet – based device;
 - (iii) Reverse engineer or access the Website in order to:
 - (a) Design or build a product using similar ideas, features, functions, or graphics of the Service or Website’ or
 - (b) Design or build a competitive product or service,
 - (iv) Launch an automated program or script, including, but not limited to, web crawlers, web spiders, web ants, web robots, web indexers, viruses, bots, or worms or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Website.
 - (v) Send spam or unsolicited messages in violation of applicable laws;
 - (vi) Copy any functions, features, ideas, or graphics of the Service or Website;
 - (vii) Send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
 - (viii) Attempt to gain unauthorized access to the website.

- (ix) Send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights;
- (x) Will not authorize others to use your account;
- (xi) Interfere with or disrupt the integrity or the performance of the Website, or Service or the data contained therein;
- (xii) Will not use an account that is subject to any rights of a person other than you without appropriate authorization;
- (xiii) Modify or make derivative works based upon the Service or Website;
- (xiv) Will not assign or otherwise transfer your account to any other person or legal entity;
- (xv) Will comply with all the applicable law from your home nation, the country, state and/ or city in which you are present while using the Website or the Service.
- (xvi) Will provide AF with whatever proof of identity AF may reasonably request;
- (xvii) Will not use the Service or website for unlawful purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes;

IX. CONDITIONS FOR USE OF WEBSITE

1. As per Rule 3(1) of the Information Technology (Intermediaries Guidelines And Digital Media Ethics Code) Rules, 2021 and further guidelines as may be issued by the appropriate government, in case of non-compliance with rules and regulations, user agreement and privacy policy, for access or usage of intermediaries computer resources, the Intermediary has the right to immediately terminate the access or usage rights of the users to the computer resources of Intermediaries and remove non-complaint information.
2. You warrant that the information you provide to AF is accurate and complete. AF is entitled at all times to verify the information that you have provided and to refuse the Service or use of the website without providing reasons.
3. As per the Information Technology (Intermediaries Guidelines And Digital Media Ethics Code) Rules, 2021, you agree and undertake that

you shall not host, display, upload, modify, publish, transmit, update or share any information that:

- (i) belongs to another person and to which You do not have any right;
 - (ii) is defamatory, obscene, pornographic, paedophilic, invasive of another's privacy including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
 - (iii) is harmful to child;
 - (iv) infringes any patent, trademark, copyright or other proprietary rights;
 - (v) violates any law for the time being in force;
 - (vi) 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;
 - (vii) impersonates another person;
 - (viii) 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 cognisable offence or prevents investigation of any offence or is insulting other nation;
 - (ix) contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
 - (x) 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;
4. AF further reserves the right at its sole discretion to block or remove (in whole or in part) any content posted or transmitted by you and which AF believes is not in accordance with this document (including materials which infringe or may infringe third party intellectual property rights, rights of privacy or personality rights), or is otherwise unacceptable to AF.
5. You agree to promptly notify AF in writing of any user content which breaches these User Terms. You agree to provide to AF sufficient information to enable AF to investigate whether such User Content breaches these terms.

6. AF shall periodically inform you, at least once every year, that in case of non-compliance with rules and regulations, privacy policy or user agreement for access or usage of AF's computer resource, AF has the right to terminate the access or usage rights of the users to AF immediately or remove non-compliant information or both, as the case may be.
7. AF shall periodically, and at least once in a year, inform you of its rules and regulations, privacy policy or user agreement or any change in the rules and regulations, privacy policy or user agreement, as the case may be;
8. AF, upon receiving actual knowledge in the form of an order by a court of competent jurisdiction or on being notified by the Appropriate Government or its agency, shall not host, store or publish any unlawful information, which is prohibited under any law for the time being in force in relation to the interest of the sovereignty and integrity of India; security of the state; friendly relations with friendly state, public order; decency or morality; in relation to contempt of court; defamation; incitement of an offence relating to the above, or any information which is prohibited under any law for the time being in force. Such removal or disabling of access to any such information, data or communication link shall not amount to a violation of the conditions of clauses (a) or (b) of sub-section (2) of section 79 of the Information Technology Act, 2000. Any such information which has been removed or access to which has been disabled, AF shall preserve such information and associated records for one hundred and eighty days for investigation purposes, or for such longer period as may be required by the court or by Government agencies who are lawfully authorised;
9. Where AF collects information from a user for registration on the computer resource, AF shall retain this information for a period of one hundred and eighty days after any cancellation or withdrawal of his registration, as the case may be;
10. AF shall take all reasonable measures to secure its computer resource and information contained therein following the reasonable security practices and procedures as prescribed in the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011;
11. AF shall report cyber security incidents and share related information with the Indian Computer Emergency Response Team in accordance with the policies and procedures as mentioned in the Information

Technology (The Indian Computer Emergency Response Team and Manner of Performing Functions and Duties) Rules, 2013.

X. LIABILITY

1. AF is only a facilitator and, is not and cannot be a party to or control in any manner any transactions accessed through the platform.
2. The information, recommendations and/or services provided to you on or through the Website, is for general information purposes only as bonafide guidance and does not constitute any commitment of performance of user in any manner.
3. AF endeavours to render the utmost quality of the services rendered. However, AF assumes no liability whatsoever for any monetary or other damage suffered by you on account of:
 - (i) Delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Website;
 - (ii) Any interruption or errors in the operation of the Website.

XI. INDEMNITY

The User agrees to indemnify, defend and hold AF 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 the user 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.

XII. 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.

XIII. SEVERABILITY

If any clause of this Agreement shall be deemed invalid, void or for any reason unenforceable, such clause shall be deemed severable and shall not affect the validity and enforceability of the remaining clauses of the Agreement.

XIV. GRIEVANCE OFFICER

1. AF appoints **Radhika Singhal, A-16, Green Park Main, New Delhi – 110 016 [e-mail: radhika@asmanofoundation.org]** as Grievance Officer, who shall be responsible for the redressal of grievance/complaints on any issue pertaining to computer resources made available by it. The Grievance Officer shall –
 - (i) acknowledge the complaint within twenty four hours and dispose off such complaint within a period of fifteen days from the date of its receipt;
 - (ii) receive and acknowledge any order, notice or direction issued by the Appropriate Government, any competent authority or a court of competent jurisdiction.
2. AF shall, within twenty-four hours from the receipt of a complaint, in relation to any content which is prima facie in the nature of any material which exposes the private area of such individual, shows such individual in full or partial nudity or shows or depicts such individual in any sexual act or conduct, or is in the nature of impersonation in an electronic form, including artificially morphed images of such individual, take all reasonable and practicable measures to remove or disable access to such content which is hosted, stored, published or transmitted by it.