

Terms of Use

This website is designed, developed and maintained by National Council for Teacher Education, Ministry of Human Resources Development, Government of India.

These terms, as amended, of use govern the usage of DIKSHA (Digital Infrastructure for Knowledge Sharing) by Users (defined below) ("**Terms**"). DIKSHA is an initiative of the National Council for Teacher Education (NCTE), a statutory body of the Government of India.

These Terms may be amended from time to time. The terms "you", "your" hereinafter refer to all Users of DIKSHA, including Registered Users who have registered themselves on DIKSHA. By using DIKSHA, you have accepted these Terms.

1. Definitions

- a. **Administrators** means any official or individual authorised to be an administrator on the DIKSHA platform by the NCTE or the relevant state council for educational research and training.
- b. **Content** means and includes the text, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive content, features and other materials you may view on, access through, or contribute to DIKSHA, and includes all postings on DIKSHA by Users.
- c. **DIKSHA** is the National Teacher Platform which is an initiative of the NCTE and means Digital Infrastructure for Knowledge Sharing and the website accessible online at <https://diksha.gov.in>
- d. **Registered Users** are all Users of DIKSHA, who have registered themselves on the DIKSHA platform in accordance with the requirements specified on DIKSHA and some of who may have additionally been authorised by Administrators to create, curate and publish Content on DIKSHA
- e. **Users** are all users of DIKSHA who access DIKSHA and access, view or use Content on DIKSHA, and includes Registered Users.

2. Access and Use

- a. **By Users:**

- i. As a User you represent and warrant that you are of legal age and are legally competent to form a binding contract. If you're agreeing to these Terms on behalf of a department, institution, organization or legal entity (for example, if you're an administrator agreeing to these Terms on behalf of your school, institution, organisation, government department, non-profit entity or any other organisation or institution), you represent and warrant that you are duly authorized to agree to these Terms on behalf of that department, institution, organization or entity and these Terms are binding on them.
- ii. All Users shall have access to all the Content available on DIKSHA for the purpose of learning, creating and managing their user profiles, and sharing Content with other Users for the purposes of learning and education.
- iii. It is possible that your access and use of DIKSHA may be disrupted due to technical or operational difficulties and with no prior notice of downtime.

b. By Registered Users:

- i. All Registered Users who have additionally been authorised by the Administrators to create, curate and publish Content on DIKSHA shall have read, write and edit rights on DIKSHA for developing and uploading Content.
- ii. All Registered Users who have been authorised by Administrators to create, curate and publish Content on DIKSHA shall follow the Content Policy of DIKSHA.
- iii. Content on DIKSHA must follow the policies of NCTE for Content on DIKSHA. DIKSHA has been built with the purpose to enable greater access to learning materials and therefore follows principles of open education resources. Registered Users must ensure that their Content on DIKSHA follows this principle.
- iv. Content is made available on DIKSHA under the Creative Commons Licence Framework and specifically under CC-BY (4.0) or CC-BY-SA(4.0) licenses, which allows content to be replicated/edited (for translation into other languages, adding subtitles) or used in commercial settings (such as tuition centers), as long as they are attributed to the original creator of content in accordance with the license requirements prescribed by Creative Commons.

- v. Registered Users must ensure correct attribution and compliance of license terms and third party intellectual property rights.
- vi. Registered Users must ensure that all their Content published on the DIKSHA will be available in the public domain under the specified Creative Common Licenses.
- vii. Content on YouTube can also be made available on DIKSHA by Registered Users. Registered Users must ensure appropriate license terms are properly followed.

3. Content Policy of DIKSHA

- a. When you use DIKSHA, you join a vast community of learners and teachers. Every community feature on DIKSHA involves a certain level of trust. Our Users are expected to respect that trust and be responsible about their usage of DIKSHA and all its Content.
- b. Set out below are some common-sense rules that all Users must comply with. Please take these rules seriously and take them to heart. Don't try to look for loopholes or try to lawyer your way around the guidelines—just understand them and try to respect the spirit in which they were created.
- c. Use of DIKSHA for any reason other than for the purpose of accessing, using and providing Content other than for learning and educational purposes is prohibited. You will be responsible and liable for all activity in relation to the registered account.
- d. **APPROPRIATENESS and ACCURACY** - You must ensure that all Content published by you and hosted by DIKSHA is appropriate and accurate for use as outlined by the following guidelines. Content identified as inappropriate or inaccurate as per these guidelines will not be allowed on the platform and if published can be unilaterally removed from DIKSHA by its Administrators.
 - i. Inappropriate Content includes, but is not limited to, :
 - ii. Hate Speech - by words either written or spoken or by signs or by visible representation or otherwise promotes or attempts to promote feelings of enmity, hatred or ill-will against persons of a:
 - Caste
 - Class
 - Tribe
 - Race
 - Ethnicity

- Sex, gender, or gender identity
 - National origin
 - Religious affiliation
 - Sexual orientation, or
 - Disabilities or diseases
- ii. Sexually explicit content
 - Pornography
 - Explicit text/images/illustrations/sounds of sexual content
 - Descriptions of sexual acts
- iii. Sexual violence and exploitation
 - Includes sexual exploitation of minors, and sexual assault.
 - Photographs/ Illustrations/videos depicting incidents of sexual violence
- iv. Nudity
 - Nudity would mean displaying genitals, breasts or focusing in on fully exposed buttocks.
 - Other than the depiction of body parts which isn't gratuitously graphic and is educational, documentary, scientific, or artistic - paintings, sculptures, and other art that depicts nude figures, which is posted for educational purposes. Providing context will help users determine the purpose of the content/asset.
- v. Violence
 - Promoting, encouraging, supporting, praising, or condoning violent actions, activities and behaviour - verbal, physical or emotional.
 - Threatening or inciting others to commit acts of violence
 - Expressing support or praise for groups, people that are involved in the violent or criminal behavior
- vi. Discrimination and Bullying or encouraging such behaviour:
 - Targeting individuals with the intention of degrading or shaming them.
 - Illustrations or Images altered to degrade individuals
 - Photos or videos of physical or verbal bullying
 - Sharing personal information or harassing people

- Repeatedly targeting other people with unwanted requests or messages.

vii. Harmful or dangerous content

- Content that intends to incite violence or encourage dangerous or illegal activities that have an inherent risk of serious physical harm or death.
- Encourage dangerous or illegal activities for instance - performing stunts, high risk activities, choking games, drug use, or other acts where serious injury or harm may result. Content that depicts dangerous acts may be allowed if the primary purpose is educational, documentary, scientific, or artistic (EDSA), and isn't gratuitously graphic.

viii. Other possibilities:

- involvement of children in violence as victims or perpetrators or as forced witnesses to violence, or showing children as being subjected to any form of child abuse,
- abuse or ridicule of people with disabilities (physical or mental),
- cruelty to, or abuse of animals,
- depiction of violence, cruelty and horror, scenes of violence primarily,
- images/text/ illustrations have the effect of encouraging, justifying, glorifying, glamorising alcohol drinking, drugs and substance abuse; consumption of tobacco or smoking,
- degrading or denigrating women in any manner,
- vulgarity, obscenity or depravity,
- dual meaning words as obviously cater to baser instincts,
- visuals or words contemptuous of racial, religious or other groups,
- visuals or words which promote superstition, communal, obscurantist, anti-scientific attitude, and
- visuals or words involving defamation of an individual or a body of individuals.

ii. **ACCURACY** means and includes, but is not limited to:

- i. Accuracy: All Content uploaded on DIKSHA must be factually correct.
- ii. Language: Language used in text, audio, video and interactive materials in the Content uploaded on DIKSHA must be simple and easy to understand.
- iii. Contextual: All Content should be contextual and relevant to the needs of intended user.

e. Intellectual Property Rights -

- i. You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on DIKSHA.
 - ii. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to DIKSHA all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on DIKSHA pursuant to these Terms.
 - iii. DIKSHA does not endorse any Content submitted to DIKSHA by any Registered User or other User, or any opinion, recommendation, or advice expressed therein, and DIKSHA expressly disclaims any and all liability in connection with Content.
 - iv. DIKSHA does not permit copyright infringing activities and infringement of intellectual property rights on the DIKSHA, and DIKSHA will remove all Content if properly notified that such Content infringes on another's intellectual property rights.
 - v. DIKSHA reserves the right to remove Content without prior notice. DIKSHA is not responsible for the violations of any third party rights including intellectual property rights by any User.
 - vi. Any violations of copyright laws will be the responsibility of the concerned Users. Any disputes will be settled by the respective parties. DIKSHA bears no responsibility for this.
- f. Right not to Publish and Removal of Content -** The Administrators reserve the right to remove Content from DIKSHA for inappropriateness, inaccuracy or violations of any kind by the any member of the community of Users of DIKSHA.

4. Privacy Policy

- a. By using DIKSHA and providing your information on DIKSHA, you consent to the collection and use of the information you disclose on DIKSHA by DIKSHA and its Administrators in accordance with these Terms.

- b. **Information Collected:** When you use DIKSHA you may provide and/or we may access, capture or store certain sensitive personal information, personal information or general information or data with respect to your activities or usage of DIKSHA, in accordance with these Terms. We may install cookies or other similar data collection software in your computer system for such purpose and you hereby consent to the same. The information or data which you will provide includes:
- i. Name
 - ii. Email ID/Phone Number/ or both
 - iii. Password(s) associated with the above user identification (Email ID / Phone number)
 - iv. School
 - v. Medium
 - vi. Board
 - vii. Classes
 - viii. Subjects
- c. **Correct and updated information:** You represent to us that the information or data you provide to us on DIKSHA from time to time is and shall be correct, current and updated and you have all the rights, permissions and consents to provide such information or data to us. Your providing the information or data to us and our consequent storage, collection, usage, transfer, access or processing of the same in accordance with these Terms shall not be in violation of any third party agreement, laws, charter documents, judgments, orders and decrees.
- d. **Information for which we are not responsible:** While using DIKSHA you may provide sensitive personal information, or other general information about yourself or in connection with yourself to third parties or generally post on DIKSHA. DIKSHA may have webpages, cookies, files, software, data or other information or communication links that are originated, created or posted by third parties that can or have the capabilities of collecting, storing or using your data / information. We are not responsible for such data or information collected, stored or used by third parties even if such third parties use DIKSHA to collect, store or use such data or information.
- e. **Protection of your information:** We use reasonable security measures as mandated under the (Indian) Information Technology Act, 2000 as amended and read with (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, to safeguard and protect your data and

information. Although we strive to protect your personal data, we cannot guarantee the security of your data while it is being transmitted to our site; any transmission is at your own risk. Once we have received your information, we have reasonable procedures and security features in place to reasonably endeavor to prevent unauthorized access in accordance with Indian law.

f. Use of your information:

- i. One of the key purposes for us to collect your personal and general information or data is to provide you with a safe, efficient, smooth and customized experience.
- ii. We use your information to facilitate and provide various services on DIKSHA.
- iii. We may also need to use your information or data to resolve disputes; troubleshoot problems; help promote safe and efficient usage of DIKSHA; measure interest in the services provided on DIKSHA; inform you as required; customize your experience; detect and protect you and us against error, fraud and other criminal activity; enforce our Terms of use or other agreements between us; and as otherwise described to you at the time of collection. At times, we may look across multiple users to identify problems or resolve disputes, and in particular we may examine your information or data to identify users using multiple User IDs or aliases. We may compare and review your information or data for errors, omissions and for accuracy.
- iv. You agree that we may use your information or data, to analyze site usage, improve the site's content and offerings, and customize the site's content, layout, and services. These uses improve the site and better tailor it to meet your needs, so as to provide you with a smooth, efficient, safe and customized experience while using the site.
- v. You agree that we may use your personal information to contact you and deliver information to you with respect to administrative notices, and communications relevant to your use of the DIKSHA. By accepting these Terms including the Privacy Policy, you expressly agree to receive this information.
- vi. We may use third parties that we refer to as internal service providers to facilitate or outsource one or more aspects of service operations that we provide to you on DIKSHA (e.g., search technology, discussion boards, technical service providers, affiliate)

and therefore we may provide some of your information or data directly to these internal service providers. These internal service providers are subject to confidentiality and other legal restrictions that prohibit their use of the information we provide them for any other purpose except to facilitate the specific website related operations. In some instances, the internal service provider may collect information directly from you (such as for website surveys or for co-branded services). In these cases, you will be notified of the involvement of the internal service provider, and all additional information you provide them and their additional uses will be strictly up to you. If you provide additional information to an internal service provider directly, then their use of your personal information is governed by their applicable privacy policy, if any.

- vii. You understand, agree and acknowledge that our collection, storage and processing of your information or data is for a lawful purpose connected with a function or activity of DIKSHA. You further understand, agree and acknowledge that your information or data which is classified as sensitive personal information as per applicable laws is considered necessary for us to provide various services on DIKSHA to you and for your usage of DIKSHA and other services provided by us in relation to DIKSHA.
- viii. Store your information or data: Your information or data will primarily be stored in electronic form however certain data can also be stored in physical form. We may enter into agreement with third parties to store your information or data. These third parties will have their own security standards to safeguard your information or data and we will on reasonable basis require from such third parties to adopt reasonable security standards to safeguard your information / data.
- ix. Compliance with laws and law enforcement: We cooperate with governments and law enforcement agencies or to any third parties by any order under law for the time being in force to enforce and comply with the law. We will disclose any information about you to the government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process, to protect the property and rights of DIKSHA or a third party, to protect the safety of the public or any person, or to prevent or stop any illegal, unethical or legally actionable activity. We may also provide your information or data to

various tax authorities upon any demand or request from them. You acknowledge that DIKSHA can be accessed from anywhere in the world and it will have users from all over the world and therefore governments, judiciaries or law enforcement authorities in various parts of the world may have or assume jurisdiction over DIKSHA and we may be subject to the laws, rule, regulations and judgments of various countries, states, municipalities or provinces where we may not have a direct presence to store, process, collect, use or keep your information or data. You acknowledge that governmental or law enforcement authorities in the countries where your data or information is stored may have right to decrypt, collect, monitor or access to your data or information which actions are completely out of our control. We don't take any responsibilities for such actions.

- x. Communication policies: We may use your information or data for various communications to you. You have full control regarding which of these communications you want to receive. If you decide at any time that you no longer wish to receive such communications from us, please follow the unsubscribe instructions provided in any of the communications. Please note that once we receive your request, it may take an additional period of time for your opt-out to become effective.
- xi. Deleting your information: If you wish to have the information or data that you have provided to us deleted, you can always do so by sending a request to us on the e-mail id of our services department provided at the bottom of this page. You may note that deletion of certain information or data may lead to cancellation of your Registration with DIKSHA and your access to certain features of DIKSHA. You also agree and acknowledge that certain data or information cannot be deleted or prohibited to be deleted as required under any applicable law, law enforcement requests or under any judicial proceedings.
- xii. Changes in privacy policy: From time to time we may update or modify our Terms (including the Privacy Policy) and we will update DIKSHA to reflect the revised Terms. Your continued use of DIKSHA constitutes an acceptance of the then-current Terms so we encourage you to visit this page periodically to review any changes.
- xiii. Registration:

- i. When you use DIKSHA as a Registered User, you are responsible for maintaining the confidentiality of your User ID and Password. You are responsible for all activities that occur under your User ID and Password. You agree, inter alia, to provide true, accurate, current and complete information about yourself as prompted by DIKSHA registration form or provided by you as a Visitor or user of a third party site through which you access DIKSHA. If you provide any information that is untrue, inappropriate, inaccurate, not current or incomplete or there are reasonable grounds to suspect that such information is untrue, inaccurate, inappropriate, not current or incomplete, or not in accordance with these Terms, the administrators of DIKSHA have the right to indefinitely suspend or terminate or block access of your membership of DIKSHA and refuse to provide you with access to DIKSHA.
- ii. Your DIKSHA registered account may not be transferred to anyone else without our prior written permission.
- iii. If you're agreeing to these Terms on behalf of an institution, department, organization or entity (for example, if you're an administrator agreeing to these Terms on behalf of your school/organization/district), you represent and warrant that you are duly authorized to agree to these Terms on behalf of that institution, department, organization or entity and bind them to these Terms.

5. Limited Liability

- a. As a User if you collect any personal information or sensitive personal data of users through DIKSHA, you must ensure that such collection, storage, transfer and disclosure is in accordance with Indian law currently in force, including but not limited to the (Indian) Information Technology (Reasonable Security Practices and Procedures) Rules, 2011.
- b. Any information collected by you will not be reviewed, screened or monitored by the NCTE or the Administrators and under no circumstances shall NCTE or the Administrators be liable for any information collected or processed by you.
- c. NCTE and the Administrators are not responsible for any data or information that is collected by you for the purpose of use of your interactive Content, including compilation for assessing progress and trends among users.

- d. We do not guarantee accuracy of any of the Content made available on the DIKSHA. We also do not guarantee that linked websites comply with Indian Government Web Guidelines.
 - e. You are responsible for all activities and transmissions through the registered DIKSHA account.
 - f. You are solely responsible for maintaining the security and confidentiality of the username and password required to access DIKSHA. You must immediately notify the NCTE or the Administrators of any unauthorised use of your username or password or any other breach of security. The NCTE and the Administrators will not be liable for any loss or damage arising from your failure to comply with this provision.
 - g. The NCTE and the Administrators shall not be held responsible for any offensive or unlawful Content posted, transmitted, sent or communicated through DIKSHA. You are responsible for all Content posted, uploaded, transmitted, sent and received by you.
 - h. In no event will the NCTE or the Administrators be liable for any expense, loss or damage including, without limitation, indirect or consequential loss or damage, or any expense, loss or damage whatsoever arising from use, or loss of use, of data, arising out of or in connection with the access or use of DIKSHA.
6. **Termination** - Any violation or breach of these Terms may lead to automatic suspension or termination of your DIKSHA account or access to the DIKSHA, for any reason whatsoever, including while investigating complaints or alleged violation of these Terms, or for use or attempt to use DIKSHA for any purpose other than to provide Content for teachers.
7. **Governing Law and Dispute Resolution** - These Terms shall be governed by and construed in accordance with the Indian law. Any dispute arising under these Terms shall be subjected to the exclusive jurisdiction of the courts of New Delhi, India.
8. **Disclaimer** - NCTE AND THE ADMINISTRATORS PROVIDE DIKSHA ON AN "AS IS" BASIS AND GRANTS NO WARRANTIES OF ANY KIND WITH RESPECT TO DIKSHA. NCTE AND THE ADMINISTRATORS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR

PURPOSE OR NON-INFRINGEMENT. ACCESS AND USE OF DIKSHA (INCLUDING ANY CONTENT OR INFORMATION AVAILABLE ON THE DIKSHA) IS ENTIRELY AT YOUR OWN RISK. ALL CONTENT ON THE DIKSHA MADE AVAILABLE BY NCTE AND THE ADMINISTRATORS IS FOR USE BY TEACHERS FOR EDUCATIONAL PURPOSES ONLY. THOUGH ALL EFFORTS HAVE BEEN MADE TO ENSURE THE ACCURACY AND CURRENCY OF THE CONTENT ON DIKSHA, THE SAME SHOULD NOT BE CONSTRUED AS A STATEMENT OF LAW OR USED FOR ANY LEGAL PURPOSES. IN CASE OF ANY AMBIGUITY OR DOUBTS, USERS ARE ADVISED TO VERIFY/CHECK WITH THE DEPARTMENT(S) AND/OR OTHER SOURCE(S), AND TO OBTAIN APPROPRIATE PROFESSIONAL ADVICE. IN NO EVENT WILL THE GOVERNMENT OF INDIA, NCTE OR THE ADMINISTRATORS BE LIABLE FOR ANY EXPENSE, LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, OR ANY EXPENSE, LOSS OR DAMAGE WHATSOEVER ARISING FROM USE, OR LOSS OF USE, OF DATA, ARISING OUT OF OR IN CONNECTION WITH THE USE OF DIKSHA. LINKS TO OTHER WEBSITES THAT HAVE BEEN INCLUDED ON DIKSHA ARE PROVIDED FOR PUBLIC CONVENIENCE ONLY. WHEN YOU SELECT A LINK TO AN OUTSIDE WEBSITE, YOU ARE LEAVING THE DIKSHA WEBSITE AND ARE SUBJECT TO THE PRIVACY AND SECURITY POLICIES OF THE OWNERS/SPONSORS OF THE OUTSIDE WEBSITE. NCTE AND THE ADMINISTRATORS, DO NOT GUARANTEE THE AVAILABILITY OF SUCH LINKED PAGES AT ALL TIMES.