

TERMS OF USE

Welcome to the Skilling Content Marketplace ("**the Platform**"). The Platform is owned and provided to you by National Skill Development Corporation ("**NSDC**"), having its registered office 301, 3rd Floor West Wing, World Mark 1, Aerocity, New Delhi - 110037.

INTRODUCTION

Skilling Content Marketplace is a marketplace to facilitate the availability of quality content from different content providers ("**the Seller**") to training providers and skill seekers ("**the Buyer**"). The Platform facilitates the offering, selling and buying of quality content (in form of printed material and/or electronic format) for different sectors like electronics, leather, agriculture, logistics, tourism and hospitality, IT etc. with a variety of pricing formats ("**the Services**"). The actual contract for sale is directly between the Sellers and Buyers. NSDC is not involved in the actual transaction that takes place between the Buyers and Sellers, and hence is not a party to any contract for sale between Buyers and Sellers.

The Platform may provide pricing, listing, preview, feedback and other guidance in the Services. Such guidance is solely informational and the Buyer may decide to follow it or not. Also, while NSDC may help facilitate the resolution of disputes, it has no control over and does not guarantee the existence, quality, safety or legality of content available; the truth or accuracy of the Seller's content or listings; the ability of sellers to sell items; the ability of Buyers to pay for items; or that a Buyer or Seller will actually complete a transaction or return an item. NSDC does not in any manner adjudicate disputes between parties.

By using or accessing the Platform in any way, including communication with the Platform, using, viewing, sharing, embedding and/or downloading any Services, you agree to be bound by the Terms of Use set forth herein. .

If you do not understand the present Terms of Use or do not agree with/accept any part thereof, you should immediately discontinue using or accessing the Platform. Your use and/or continued use of the Platform, as the case may be, amount to an express consent by you to the terms of this Terms of Use.

ELIGIBILITY

By agreeing to these Terms of Use, you represent that you are legally competent to enter into an agreement and provide consent to these Terms of Use. You further represent that (i) you are of sound mind; (ii) have attained the legal age necessary under the applicable laws to enter into an agreement and/or access, avail the Services and (iii) are not prohibited from entering into a legally binding contract as per applicable laws.

Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Platform. NSDC reserves the right to remove your content and refuse to provide you with access to the Platform if it is brought to the NSDC's notice or if it is discovered that you are under the age of 18 years.

USER

You are a user of the Platform by using/accessing/downloading the content available on the Platform. A user would include a Seller who sends an email to Marketplace@NSDCindia.org and also a Buyer who provides his / her contact details enabling the Platform to connect with him / her. By accessing the Platform, a User agrees to accept any and all responsibility for any and all activities that occur under his / her details (i.e. name, registered email id, contact number, State, name of the organization etc.) provided at the time of accessing the Platform. A user further agrees to the contents of the Privacy Policy.

NSDC reserves the right and sole discretion to refuse access to the Platform, terminate any account, remove or restrict any content, at any time, with or without notice to you in case we notice any illegal activity at your end or if it has reasons to believe that any information provided by you is untrue, inaccurate, outdated or incomplete.

ELECTRONIC COMMUNICATIONS

When a User uses the Platform or send emails or other data, information or communication to the Platform, a User agrees and understands that he / she is communicating with NSDC through electronic records and they consent to receive communications via electronic records from NSDC periodically and as and when required. NSDC will communicate with a User by email or by a Post notice or electronic records on the Platform which will be deemed adequate service of notice / electronic record.

USE OF THE PLATFORM

A user understands and agrees that NSDC merely provide hosting services to persons browsing/visiting the Platform. All items advertised/listed and the contents therein are advertised and listed by Users and are third party user generated contents. NSDC neither originates nor initiates the transmission nor select the sender and receiver of the transmission nor selects nor modify the information contained in the transmission. NSDC has no control over the third party user generated contents.

USER CONTENT

When providing us with any content (“**User Content**”) on the Platform, the Seller represents and warrants that:

- he/ she owns all rights in the content, or if you are not the owner, that he / she has permission to use the content, and that he / she has all the rights and permissions necessary to sell and provide the content through the Platform;
- the content he / she is selling or providing through the Platform will not infringe the rights of any person or entity, including but not limited to copyright, moral rights, trade mark, patent or rights of privacy or publicity;
- his / her use of the Platform will comply with all applicable laws, rules and regulations;
- the content does not contain material that defames or vilifies any person, people, races, religion or religious group and is not obscene, pornographic, indecent, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable or depicts children in an offensive manner;

- the content is not misleading and deceptive and does not offer or disseminate fraudulent goods, services, schemes, or promotions.

NSDC reserves the right to review such content provided by the Seller and in case any content is found to be in violation of any of the Terms of Use and/or any applicable laws, NSDC may remove any content from the Platform in its sole discretion.

INTELLECTUAL PROPERTY RIGHTS

The Services, including but not limited to digital content on the website i.e. text, graphics, user interface, images, video interface and software as well as their selection and arrangement, may belong to NSDC or to its Users who have granted NSDC 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. NSDC reserves all its legal rights to prohibit, stop or contain any such violations.

In relation to any content submitted by you which is available on the Platform, you hereby grant an unconditional, unlimited, perpetual, royalty-free, worldwide license and permission to NSDC and its affiliates, content sharing partners to display, store, host, publish, digitally reproduce or copy, transmit, communicate, modify, translate, distribute or otherwise make such content available on the Platform or in relation to the Services provided by NSDC. You agree that such content may continue to be made available on the Platform despite any termination or suspension of your account, if such content has been shared, stored or embedded by any other user(s). You agree to not hold NSDC responsible for the aforesaid activities in relation to your content.

PRIVACY POLICY

NSDC does not automatically capture any specific personal information from you (like name, phone number or e-mail address), that allows the Platform to identify you individually. You can visit the Platform, without revealing personal information unless you choose to provide such information. Any personal information collected shall be used only for the stated purpose. The Platform does not collect personal information for any purpose other than to respond to you (for example, to respond to your queries). If you choose to provide your personal information like filling out a Contact Us form with an e-mail address or postal address, and submitting it through the Platform, we use that information to respond to your message, and to help you get the information you have requested. Any information provided to this Platform will be protected from loss, misuse, unauthorized access or disclosure, alteration or destruction.

The Platform never collects information or creates individual profiles for commercial marketing. While you must provide an e-mail address for a localised response to any incoming questions or comments to us, we recommend that you do NOT include any other personal information.

The Platform may contain links to other sites whose data protection and privacy practices may differ from ours. We are not responsible for the content and privacy practices of these other websites and encourage you to consult the privacy notices of those sites.

INDEMNITY

A User agrees to indemnify, defend and hold NSDC 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 authorised 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 he / she 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.

GRIEVANCE OFFICER

In compliance with Information Technology Act 2000 and rules made there under, the details of the Grievance Officer are provided below:

Name: Sachin Aggarwal

Address: National Skill Development Corporation

301, West Wing, Worldmark 1, Aerocity, New Delhi-110037

Email ID: marketplace@nsdcindia.org

Any person who wishes to notify NSDC of any dispute/complaint may write to the said designated officer. The Grievance Officer shall endeavor to respond to such grievances within a reasonable time-frame. The parties are encouraged to resolve the disputes among themselves and the Platform does not act as a mediator of disputes or disagreements between the third parties. The Platform reserves its right to take appropriate steps such as, removing the content if the same are found to be in violation of any of the Terms of Use and/or any applicable laws.

AMENDMENTS TO THE TERMS OF USE

NSDC may amend the Terms of Use published on the Platform from time to time at its sole discretion. Your continued access or use of the Platform and Services constitutes your acceptance of the amendments. Your access and use of the Platform and Services will be subject to the most current version of the Terms of Use posted on the Platform at the time of such use. Please regularly check the Platform to view the latest version of Terms of Use.

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.
