TERMS AND CONDITIONS

This website is designed, developed and maintained and owned by Caring with Colour- A manasi Kirloskar Initiative.

By using teachopia.org or teachopia app, you have accepted and agreed to be governed by these Terms, as may be amended from time to time. The terms "you", "your" hereinafter refer to any User of teachopia platform, including Registered Users (as defined below).

1. Definitions

1. **Content** means and includes, as the context requires,
    1. any text, scripts, graphics, photos, sounds, music, videos, audio-visual combinations, interactive content, features and other materials you may view, access or contribute,
    2. all postings by Users, and
    3. all types of learning material created, uploaded or consumed by a User, such as resources (like teaching or learning content consumed by teachers, parents or students), collections (i.e. sets of ordered resources bundled together to be consumed as a whole), books, e-books, lesson plans, questions, assessments, quizzes, challenges, learning activities, projects, courses and other types of teaching and learning materials.

2. by the caring with color team, school Boards and Councils of education (Central, State and others), Schools, Universities, Deemed Universities, Autonomous educational institutions, Learning Centres or other such institutions or organisations who are authorised to operate as a tenant on the teachopia digital infrastructure.

3. **Registered Users** are
    1. Users of Teachopia, who register themselves as users of teachopia in accordance with the requirements specified on teachopia , and
    2. Users of teachopia who have been registered on teachopia by an Administrator with permissions to create, curate, review or publish Content for teachopia , and such users can log in to teachopia with their registered credentials.

4. **Users** are all natural persons who access TEACHOPIA and access, view or use Content on TEACHOPIA, and such Users include Registered Users of TEACHOPIA.

2. Access and Use

1. **Users** -

    1. As a User you represent and warrant that you are of legal age and are legally competent to form a binding contract (or if not, you've received your parent's or guardian's permission to use TEACHOPIA and they have agreed to these Terms on your behalf).
    2. If you are agreeing to these Terms on behalf of a department, institution, organization or other legal entity (for example, if youâ€™re an Administrator agreeing to the Terms on behalf of your school, institution, organisation, government department, non-profit entity, etc.), you hereby 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.
    3. If you are agreeing to this Terms on behalf of a student who is not of legal age, you hereby represent and warrant that you consent / have obtained consent from the parent(s) / legal guardian(s) on behalf of such student, to access, view and use Content on TEACHOPIA in accordance with these Terms.
    4. .Users can:
        1. access and use Content available on TEACHOPIA,
        2. create and manage their User profiles, and
        3. share Content with other Users.
    5. TEACHOPIA should be used for learning and educational purposes. As a User, you will be responsible for all your actions and activities in relation to your usage of TEACHOPIA.
    6. Your access and use of TEACHOPIA may possibly be disrupted due to technical or operational difficulties, without prior notice of downtime.

2. **Registered Users** -

    1. TEACHOPIA allows Users to register themselves on TEACHOPIA by:
        1. Self-registration;

2. Depending on your mode of registration, as a Registered User, TEACHOPIA collects certain information about you in accordance with the **Privacy Policy of TEACHOPIA.**
3. All Registered Users shall follow the policies and guidelines of TEACHOPIA as applicable from time to time, including but not limited to these Terms, the Content Policy of TEACHOPIA and Privacy Policy of TEACHOPIA.
4. Some Registered Users may have read, write and edit rights on TEACHOPIA to create, curate, review or publish Content for TEACHOPIA, such rights are given by relevant Administrators of TEACHOPIA.
5. Registered Users are responsible for maintaining the confidentiality of their User ID and Password and also responsible for all activities that occur under their User ID and Password. As a Registered User, you agree, inter alia, to provide true, accurate, current and complete information about yourself as prompted by the TEACHOPIA registration form or provided by you as a visitor or user of a third party site through which you access TEACHOPIA. 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 and technology support providers of TEACHOPIA have the right to indefinitely suspend or terminate your registration or block access to and participation in TEACHOPIA.
6. A Registered User may not transfer their registration to anyone else.

3.**Institutional Users** -

1. Institutional Users can operate as a tenant on the TEACHOPIA digital infrastructure.
2. Institutional Users shall appoint Administrators and shall be responsible for the Administratorsâ€™ compliance and enforcement of terms and policies of TEACHOPIA.
3. Institutional Users can authorise Registered Users to create, curate, review or publish Content and shall be responsible for such Registered Usersâ€™ compliance with the terms and policies of TEACHOPIA. For more details on the role of administrators, creators, contributors, reviewers and other roles, please visit the **Help Center**. (https://diksha.gov.in/help/getting-started/explore-diksha/index.html)

4. Institutional Users may run programs on the TEACHOPIA digital infrastructure, including
    1. to source Content through programs and tools that invite the participation and contributions from the education ecosystem, and
    2. to conduct quizzes, competitions and assessments that invite the participation of Users of TEACHOPIA. Such programs and its participants shall be governed by the terms and policies of TEACHOPIA, in addition to any specific terms of use prescribed for the same
5. Institutional Users shall be responsible for and shall comply with Indian law currently in force, including but not limited to the (Indian) Information Technology (Reasonable Security Practices and Procedures) Rules, 2011 with respect to any data and personal information that is collected during the course of running such programs.

3.**Prohibited Content and Use**

Registered Users shall not:

1. use TEACHOPIA for any purpose other than learning and educational purposes;
2. post, upload, or distribute any defamatory, libelous, or inaccurate Content or other content;
3. post, upload, or distribute any Content or other content that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;
4. contribute any Content (including any of the elements that such Content comprises such as text, scripts, graphics, photos, sounds, music, videos, audio-visual combinations etc.) that infringes upon any third party rights including but not limited to intellectual property rights such as copyrights or any other legal rights of individual(s)/organisation(s);
5. use TEACHOPIA in any manner that is harmful to minors, or in any manner that violates the extant **Terms of Use**, the **Privacy Policy** and the **Content Policy**;
6. impersonate any person or entity, falsely claim an affiliation with any person or entity, or access TEACHOPIA accounts of others without permission, or perform any other fraudulent activity;

7. delete the copyright or other proprietary rights notices on TEACHOPIA or on any licensed Content;
8. assert, or authorize, assist, or encourage any third party to assert, against TEACHOPIA any intellectual property infringement claim regarding any Content you have used, submitted, or otherwise made available on or through TEACHOPIA;
9. make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users (including, but not limited to, unsolicited advertising, promotional materials, offerings or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures);
10. use TEACHOPIA for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
11. defame, harass, abuse, threaten or defraud Users, or collect, or attempt to collect, personal information about Users or third parties without their consent;
12. remove, circumvent, disable, damage or otherwise interfere with security-related features of TEACHOPIA;
13. modify, adapt, translate or create derivative works based upon Content on TEACHOPIA or any part thereof, except and only to the extent expressly permitted by the license applicable to such Content; or
14. intentionally interfere with or damage operation of TEACHOPIA or any user's usage of it, by any means, including without limitation by participation in any denial-of-service type attacks or by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

4.**Privacy and Personal Information**

1. TEACHOPIA takes the privacy of its users very seriously. Please review the entire **Privacy Policy of TEACHOPIA.**
2. By using TEACHOPIA and/or by providing your information, you consent to the collection and use of the information you disclose on TEACHOPIA in accordance with the **Privacy Policy of TEACHOPIA.**

5.**Content Policy of TEACHOPIA**

1. When you use TEACHOPIA, you join a vast community of learners and teachers using TEACHOPIA which involves a certain level of trust.
2. By using TEACHOPIA and/or by providing your information, you consent to the collection and use of the information you disclose on TEACHOPIA in accordance with the **Privacy Policy of TEACHOPIA.**
3. By submitting / uploading / creating/ publishing Content on TEACHOPIA and following the open license frameworks adopted by TEACHOPIA, Registered Users recognise and accept that the Content will be accessed and used by any individual, institution or organisation through various platforms, portals and applications.
4. It shall be the sole responsibility of Registered Users to ensure that proper and correct attributions, acknowledgements and sourcing references are given to the Content and individual(s)/ institution(s) that have been involved in the development and creation of Content and wherever Content has been quoted/used.
5. It shall be the responsibility of Registered Users not to infringe upon any third party rights including but not limited to intellectual property rights such as copyrights or any other legal rights of individual(s)/organisation(s) with regards to Content (including all the elements that such Content comprises such as text, scripts, graphics, photos, sounds, music, videos, audio-visual combinations etc.) contributed on TEACHOPIA. For any legal matter arising out of infringement of such rights by the Registered User, such Registered User shall be solely responsible for any financial or other damages arising out of such violations and disputes.

6. **Changes in TEACHOPIA Policies** - These Terms (including any policies, terms and guidelines) may be updated or modified from time to time and the revised Terms will be reflected herein. Your continued use of TEACHOPIA constitutes acceptance of the then-current Terms. Hence, we encourage you to visit this page periodically to review any changes.

7.**Limited Liability**

1. As a User you shall not collect any personal information or sensitive personal data of other Users through TEACHOPIA, but if you do collect such information, 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.

2. GoI, administrators and technology support providers of TEACHOPIA and Institutional Users do not guarantee the accuracy of any of the Content made available on the TEACHOPIA. GoI, administrators and technology support providers of TEACHOPIA and Institutional Users do not take responsibility for any external websites linked on TEACHOPIA, including compliance with Indian Government Web Guidelines.
3. Registered Users are solely responsible for maintaining the security and confidentiality of the username and password. Any unauthorised use of your username or password or any other breach of security must be notified by sending an email notification to **support@TEACHOPIA-ncte.freshdesk.com.**GoI, administrators and technology support providers of TEACHOPIA and Institutional Users will not be liable for any loss or damage arising from failure to comply with this provision.
4. Registered Users are responsible for any offensive or unlawful Content posted, transmitted, sent or communicated through TEACHOPIA. GoI, administrators and technology support providers of TEACHOPIA and Institutional Users shall not be held responsible for any offensive or unlawful Content posted, uploaded, transmitted, sent and received through TEACHOPIA.
5. In no event will GoI, administrators and technology support providers of TEACHOPIA or Institutional Users 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 TEACHOPIA.

8. **Termination** - Any violation or breach of these Terms, including while investigating complaints or alleged violation of these Terms, may lead to suspension or termination of your registration and access to TEACHOPIA.

9. **Electronic Agreement** - This document is a written agreement and an electronic record and valid and enforceable electronic agreement / contract under Information Technology Act, 2000 (as applicable in Republic of India) and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes under applicable Indian laws. This electronic record is generated by a computer system and does not require any physical or

digital signatures. Your usage of TEACHOPIA shall be your deemed acceptance of these Terms and all the modifications and updates thereto. 10.

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 subject to the exclusive jurisdiction of the courts of Bangalore, India. 11.

Disclaimer - TEACHOPIA IS AVAILABLE ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES OF ANY KIND WITH RESPECT TO TEACHOPIA. GOI AND THE ADMINISTRATORS AND TECHNOLOGY SUPPORT PROVIDERS OF TEACHOPIA SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ACCESS AND USE OF TEACHOPIA (INCLUDING ANY CONTENT OR INFORMATION) IS ENTIRELY AT YOUR OWN RISK. IN NO EVENT WILL GOI OR THE ADMINISTRATORS AND TECHNOLOGY SUPPORT PROVIDERS OF TEACHOPIA 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 TEACHOPIA. WHEN YOU SELECT A LINK TO AN OUTSIDE WEBSITE, YOU ARE LEAVING TEACHOPIA AND ARE SUBJECT TO THE PRIVACY AND SECURITY POLICIES OF THE OWNERS/SPONSORS OF THE OUTSIDE WEBSITE / DOMAIN.