

“SanRachna”: Terms of Use

Definitions:

“Owner / We / Us”: Department of Heavy Industry (DHI) & BHEL

Terms of Use:

These Portal Terms and Conditions of Use (hereinafter referred to as the “Terms of Use”) contained herein on this webpage, shall govern use of this Portal, including all pages within this Portal (collectively referred to hereinafter as “Portal”). These Terms of Use apply in full force and effect to the use of this Portal. By using this Portal, you expressly accept all Terms of Use contained herein in full and any subsequent amendments made thereto.

Owner reserves the right to change, modify, add or remove any of the Terms of Use, at any time as deemed fit. Users are expected to review the Terms of Use on a regular basis to ensure that they are understood and accepted. Continued use of this Portal following the posting of changes in the Terms of Use will mean that you accept and agree to the changes. Compliance with these Terms of Use enables you a personal, non-exclusive, non-transferable, limited privilege to enter and use this portal.

Links to Other Sites

The information posted on this portal could include hypertext links or pointers to information created and maintained by Government/ non-Government/ private organizations. These links and pointers are provided solely for your information and convenience. Such Linked Sites are not under Owner’s control, and Owner is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites. Availability of such linked pages at all times is not guaranteed.

Accounts, Passwords and Security

Features or services offered on or through this Portal require you to register through a signing-in process. User ID and password that you have for this Portal are confidential and you must maintain confidentiality of such information.

We do not share any personally identifiable information volunteered on the Portal site to any third party (public/ private). Any information provided to this Portal will be protected from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

Content is protected

All text, photographs, trademarks, logos, sounds, graphics, user interfaces, visual interfaces, music, artwork and computer code (collectively, “Content”), including but not limited to the design, structure, coordination, selection, expression, “look and feel” and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to Owner, and is protected by copyright, patent and trademark laws, and various other intellectual property rights laws.

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, publicly displayed, encoded, translated, uploaded, posted, transmitted or distributed in any way (including “mirroring”) to any other computer, server, portal or other medium for publication or distribution or for any commercial enterprise, without our expressed prior consent.

Privacy

This Portal’s “Privacy Policy” applies to use of this Site, and its terms are made a part of these Terms of Use by this reference. By using this Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or

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information you send to the Site may be read or intercepted by others and you agree to take this risk by using this Portal.

Disclaimer

We do not promise that any of Portal’s content or service or feature will be error-free or uninterrupted. This Portal is delivered on an as-is and as-available basis. All information provided on this Portal is subject to change without any notice. We deny any warranty of accuracy, non-infringement, fitness or usefulness of any feature of this Portal or content available therein.

User Restrictions

The following are expressly restricted:

- Publishing any Portal material in any media, except with prior permission from the content owners (Solution Seeker / Provider);
- Selling, sublicensing and/ or otherwise commercializing Portal material [except the direct transactions between solution seeker [s] and solution provider [s] as per their mutual agreement];
- Publicly performing and/or showing any Portal material;
- Using this Portal in any way that is, or may be, damaging to this Portal;
- Using this Portal in any way that impacts user access to this Portal;
- Using this Portal contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Portal, or to any person or business entity;
- Using this Portal to engage in any advertising or marketing;

Governing Laws & Jurisdiction

These Terms of Use shall be governed by and construed in accordance with the Indian Laws. Any dispute arising under these Terms of Use shall be subject to the exclusive jurisdiction of the courts of New Delhi (India).

Opening an Account

- Conditions
User confirms that they have authority to bind any business or entity on whose behalf they use our Services, and that business or entity accepts these terms.
- Creating an Account
The Portal allows Members to view and enrol in posting, seeking and providing solutions, and to interact with other members through message boards, chat, email and messaging only after registration.

To create your Account, you can

- Complete the mandatory fields in the registration form (e.g., name, email, mobile number, display name / nickname and category of user). An email with the first time access password will be sent to you. You must mandatorily change the password on first time login and proceed to access the Portal.

To open an Account, you must have read and accepted these Terms of Use and our Privacy Notice.

- Accuracy of Account Information
You agree that your profile account contains accurate and true information, and that you will update it, as needed.
- Password
You are responsible for keeping your Account password confidential. You agree to

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inform us if there is an unauthorized use of your account or a security breach, such as loss or theft of your login information.

As a Member:

- you may access a personalized space on this Portal that contains your profile, allows you to view the solutions sought by you, and to communicate and exchange messages, including by email and chat, with other members of the Portal;
- you may respond to the queries posted by solution seekers, as an individual;
- you may upload deliverables in response to a solution sought;
- you may retrieve the data and deliverables that you submitted during your participation.

Solution seekers may offer awards for the acceptable solutions provided by solution providers as mutually agreed.

Solution seekers are solely responsible for assessing all deliverables and independently decide, in accordance with their own criteria, on the acceptability of the solutions provided.

Content posted by you on the Portal

You may communicate with other members of the Portal. Any information you provide on the Portal, both during registration and use of the Services (such as, public message board postings, emails, chats, Deliverables, etc.) is subject to the following:

You agree that content posted by you will be accurate and will not: (i) infringe any third party's copyright, trademark, patent or other proprietary rights or rights of publicity or privacy, or (ii) violate any law (including export control, unfair competition, anti-discrimination or false advertising).

Regarding solutions and deliverables, you guarantee that (i) you are the owner or authorized user of the intellectual property contained in your solution and that (ii) you are not required to transfer your rights over the solution to a third party pursuant to an employment relationship or other contract; or that (iii) you have obtained any necessary authorizations from your employer or co-contracting party before submitting the solution. If required, you may need to make legally binding warranties and representations to the solution seeker in relation to a solution or any specific information that you provide.

You are solely responsible for the content that you publish or upload to the Portal, and for the transfer of technologies or information with which you are involved. Owner expressly disclaims any liability or responsibility thereto.

Member Rules of Conduct on the Portal

When using the Portal, you agree:

- to not provide any false, misleading, malicious or fraudulent information;
- to not post content of a defamatory, obscene, pornographic, vulgar, offensive, aggressive, uncalled-for, violent, threatening, harassing, racist or xenophobic nature, or with sexual connotations, inciting violence, discrimination or hatred, encouraging illegal activities, political views or more generally content that is contrary to good morals or the purposes of the Portal;
- to not infringe the rights and image of Owner, such as its intellectual property rights;
- to not open more than one account on the Portal or open an account in the name of a third party;
- to not use the account of another Member;

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- to not transfer data that contains viruses, worms, Trojan horses or any computer file or program that could interrupt, destroy or limit the functioning of any computer or network linked directly or indirectly to the Portal;
- to not use any device, software or routine that could interfere with the proper working of the Portal or which is intended to damage, interfere with, intercept or expropriate any system, data or personal information;
- to not to take any action (such as spamming) that imposes an unreasonable load on the Portal;
- to not violate the principle of confidentiality, which may exist within the framework of addressing a solution sought; and
- to, more generally, not to act in a way that violates the law or breaches these Terms of Use.

Member grant of license to Owner

For promotion / publicity of the Portal, you authorize Owner to display, distribute, publish, reproduce, represent, adapt, use and translate any content you provide, and to broadcast via the Portal and any other communication protocol, in any and all media and to share it with the public and community.

Intellectual Property Rights / Limited License

This Portal is controlled and operated by Owner. Our proprietary software, and our materials on the Portal, including logos, trademarks, trade names, images, text, illustrations, audio, video files and the selection, coordination and arrangement of such materials, are protected by copyrights, trademarks, service marks, or other proprietary rights which are either owned by us or owned by other parties who have licensed their intellectual property to us, and all other trademarks, service marks, and trade names used on the Portal are the property of their respective owners.

As a registered user, you are provided with a non-exclusive, revocable, personal and non-transferable license to use the Portal for your personal and private use, on a non-commercial basis and in compliance with the purposes of the Portal. You are granted a limited license subject to the restrictions provided in these Terms of Use, for purposes of viewing the material contained on this Portal.

You are prohibited from any other use of the Portal its contents and services, without the prior written permission of Owner. Additionally, the following are expressly prohibited:

- Reproducing, adapting, distributing, publicly representing and disseminating the content of the Portal, services, solutions sought and solutions provided;
- Extracting or attempting to extract (using data mining robots or any other data collection tool) data from the Portal;
- Copying, modifying, creating a derivative work of, reverse engineering, reverse assembling or otherwise attempting to discover any source code;
- Modifying or attempting to modify the Portal in any manner or form, except your self-generated contents on the Portal;
- Framing or utilizing framing techniques to enclose any trademark, logo, or other proprietary information (including solutions sought/ challenges descriptions, images, text, page layout, or form);
- Using any meta tags or any other "hidden text" with Owner's name or trademarks.

Any unauthorized use by you which contravenes the above terms will lead to termination of the license granted by Owner.

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All new versions, updates or changes to our Portal, Services or related content shall be subject to these Terms of Use. Owner reserves all rights not expressly granted by the present Terms of Use.

C. Remedies

By accepting these Terms of Use, you acknowledge that Owner does not control in any manner the nature, quality, legality or timing of the solutions sought. You agree that Owner, in its capacity as an intermediary, is not a party to any agreement between the solution seeker and the solution provider with respect to a specific query and its solution.

Owner has no control over the behaviour and is not responsible for the acts or omissions of users of this Portal. Owner does not control the information provided by others that is made available through the Portal.

If you believe that your legitimate intellectual property rights, other than content which you may have opted to include on this Portal have been violated by the introduction of certain content on the Portal, you must notify Owner and provide us with the following:

- Your contact information. If the claim is on behalf of a third party, please include proof of your right to represent the third party;
- Identification of the specific Portal content that you consider is protected by intellectual property rights as well as its location on the Portal (indicating the URL link);
- Accreditation of the aforementioned intellectual property rights; and reasons for the supposed violation.

In its capacity as an intermediary, Owner cannot be held liable if a solution fails to satisfy the requirement, such as because of:

- erroneous information communicated by the solution seeker, or by any other means, with regard to the problem and its terms;
- cancellation or modification by solution seeker;
- non-payment of the compensation by a solution seeker;
- the behaviour of users during, before or after a solution or at any other time.

Owner is not responsible for the content or use of any solutions, for the users' lack of success in a solution sought, for any damage caused to a user by other users, for any indirect damage such as financial loss, loss of business or moral damage that a user may suffer through its use of the Portal or by participating in a solution exercise.

You agree to look solely to the solution seeker for any claims you may have regarding information provided by them. If you have a dispute with another user, you will hold Owner harmless and release Owner from all claims of any kind arising out of such dispute.

Owner shall not be liable to you for any direct or indirect damages, claims, expenses or other costs you incur as a result of third party claims related to your use of the services. You agree that you will be responsible for, and at Owner's request, defend / indemnify Owner from third party claims arising out of information you provide for publication or any breach by you of these Terms of Use.

No liability

In no event shall Owner, nor any of its officers, directors and employees, be liable for anything arising out of or in any way connected with use of this Portal, whether such liability is under contract, tort or otherwise, and Owner, including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to use of this Portal.

Indemnification

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You hereby indemnify Owner, including its officers, directors and employees to the fullest extent from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney’s fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

No warranties

Owner makes no express or implied representations or warranties, of any kind related to the contents of this Portal. Additionally, nothing contained on this Portal shall be construed as providing consultation or advice to you. Any reliance on the same shall be at your own accord.

Severability

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render the other Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

Assignment

Owner shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms of Use without any notification or consent required.

Entire Terms

These Terms of Use, including any legal notices and disclaimers contained on this Portal, constitute the entire set of Terms of Use between Owner and you in relation to your use of this Portal, and supersede all prior terms of use with respect to the same.