

## TERMS AND CONDITIONS FOR USE OF PORTAL

Last updated on: 06/06/2023

These general terms & conditions (“User Terms”) constitute a legally binding and enforceable contract between the Users and Directorate of Skill Development Madhya Pradesh, with registered office at Ahead Rampur Square, Narmada Road, Jabalpur – 482002, Madhya Pradesh (hereinafter referred to as DSD MP).

### Definitions:

(i) “User” or “You” means legal persons who can form a legally binding contract and are users of this Portal and without limiting this general meaning, specifically includes,

a. prospective and current student-trainees, establishments,

b. all persons who use this portal to send or receive any information and includes those who may login to this Portal, be migrated into this Portal, use the Portal and its functionalities to be part of the MMSKY (Mukhya Mantri Seekho Kamao Yojana) eco system, either as student-trainee or establishment,

(ii) “DSD MP” means Directorate of Skill Development Madhya Pradesh, with registered office at Ahead Rampur Square, Narmada Road, Jabalpur – 482002, Madhya Pradesh.

(iii) “Portal” means <https://mmsky.mp.gov.in/> and related website, application through which the functions of this website may be accessed The User Terms below along with any other offer specific terms as may be issued by DSD MP from time to time, including individual contracts DSD MP may have with you shall constitute the entire understanding between DSD MP and you. Please note these User Terms may be updated from time to time and you are required to comply with and abide by the updated terms and conditions.

### 1. Consent for use of Information:

This Portal is created only to facilitate easy collection and sharing of data and to facilitate efficient roll out of schemes and other incentives. The User shall be solely responsible for his/her information, content, messages or other information that he/she submits. By entering such information such you automatically grant to DSD MP an irrevocable, perpetual, non-exclusive, consent to use such information to facilitate its business operations. It also means have read, reviewed, understood and agreed to abide by the Privacy Policy as well.

### 2. User Covenants:

Users of this portal are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:

- i. belongs to another person and to which the user does not have any right to;
- ii. intentionally submitting to the Portal any incomplete, false or inaccurate information;
- iii. violating or attempting to violate the integrity or security of the Portal or any content on the Portal
- iv. making any unsolicited communications to other Users;
- v. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- vi. impersonate another person;
- vii. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

- viii. using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website/portal/SDMS/Application;
- ix. attempting to decipher, decompile, disassemble or reverse engineer any part of the Portal
- x. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- xi. violates any law for the time being in force;

### **3. Consideration:**

DSD MP and the User acknowledge that these User Terms are being entered into for the mutual benefit for both DSD MP and the Users, and specifically to facilitate access to information and eco-system governing MMSKY.

### **4. Liability:**

Users of this Portal agree that it is merely an electronic platform to aggregate information and is not meant for provision of any specific service.

4.1 DSD MP shall not be responsible or liable in any manner to the users of this portal for any losses, damage, injuries or expenses incurred by the Users as result of any disclosures made by DSD MP.

4.2 DSD MP and their representatives, officers, employees, agents and contractors shall not be liable for any loss, damage, claim, expense, cost (including legal costs) or liability arising directly or indirectly from your use or non-use of this Portal

4.3 DSD MP is not in any way liable/ responsible or obliged to compensate or make good any loss to any of the Users of the Portal that may arise out of any dispute between the Users. This includes any dispute that may arise out of contractual relationship between the Users, or deficient service provided by any of the users, or any breach or non-compliance with the MMSKY Order/Circular or any other guidelines of policy that may be published in this Portal.

### **5. Information Accuracy:**

DSD MP does not provide or make any representation as to the quality, accuracy, bona fides or general or specific nature of any of the data available in this Portal. This Portal and all content on it are provided on an "as is" basis without warranties of any kind, either express or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose.

### **6. Indemnity:**

By accepting these User Terms and using the Portal, you agree that you shall defend, indemnify and hold DSD MP, its affiliates, their partners and each of its officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) Your violation or breach of any term of these User Terms or any Applicable Law or regulation, whether or not referenced herein; (b) Your violation of any rights of any third party or (c) Your use or misuse of the Portal

### **7. Applicable Laws and Jurisdiction:**

These User Terms shall be governed by and construed in accordance with the Laws of India. In case of any disputes, the courts at Madhya Pradesh will have exclusive jurisdiction to try any such disputes to the exclusion of all other courts.