



**User Agreement
for
NKN Mail Gateway Service**



National **Knowledge** Network
Connecting Knowledge Institutions



WELCOME TO NKN

Thanks for using our Product & Services. The service is provided by National Informatics Centre (NIC), located at Block- A, CGO Complex, Lodhi Road, New Delhi, India.

By using this service, you are agreeing to the terms and conditions mentioned below. Please read them carefully.

TERMS OF SERVICE

This legal agreement between you and National Informatics Centre (NIC), governs your use of the NKN Mail Gateway service.

NIC is the provider of NKN Mail Gateway service, which enables you to send and receive mails to and from internet under the terms and conditions mentioned in this agreement.

The NKN Mail Gateway Service is available to you only in India and its territories. Your Mail server should be hosted in NKN network and using NKN Mail Gateway services you can send mails to internet and any mail sent to your domain from internet can be received.

Use of NKN Mail Gateway Service requires compatible devices, internet access, and certain software .e.g. Mail Transfer Agents (MTA) You agree that it is your responsibility to meet these requirements which may change from time to time. The NKN Mail Gateway Service is not part of any other product or service or offering under NKN project, and obtaining any other product under NKN shall not guarantee you access to the NKN Mail Gateway service.

USER ACCOUNT

To access the NKN Mail Gateway service on NKN, you must have all the userids created in the NKN LDAP. Any mail which is destined for the existing user in NKN LDAP can be accepted at NKN Mail Gateway. You are solely responsible for maintaining the confidentiality and security of your accounts. All activities that occur on or through your accounts are your responsibility, and you agree to immediately notify NIC of any security breach of your accounts. NIC shall not be responsible for any losses arising out of the unauthorized use of your accounts.

You agree to provide accurate and complete information when you register and use NKN Mail Gateway service.

PAYMENT

The NKN Mail Gateway service provided to you under NKN project is free of cost. However, you understand that in future NKN may decide to charge a fee for this service.



PRIVACY

When you opt for NKN Mail Gateway service, NIC will time to time automatically collect information shared by you during registration and update purposes that can be used for ensuring smooth communication between NIC and user institute.

CONTENT AVAILABILITY

NIC reserves the right to change service, its content and eligibility for particular service without giving any prior notice to the user.

USE OF SERVICES

You shall use NIC Products in compliance with the applicable usage rules established by NIC NKN and that any other use of the NIC Products may be considered as a copyright infringement. NIC reserves the right to change the Usage Rules at any time. Usage Rules may be controlled and monitored by NIC for compliance purposes, and NIC reserves the right to enforce the Usage Rules without notice to you. . You shall not access or attempt to access an Account that you are not authorized to access. You shall not modify the service and product in any manner or form, or will not use modified versions of the service and product, for any purposes other than prescribed in the usage rules. Any violations of system or network security may result in civil or criminal liability.

USAGE RULES

1. You are authorized to use NKN Mail Gateway Service only for personal non-commercial use.
2. Any commercial use of this service is strictly prohibited.
3. You acknowledge that, if NIC changes or discontinues the NKN Mail Gateway Service, which NIC may do at its own discretion, you may not be able to use NKN Mail Gateway Service in the same manner as prior to such change or discontinuation, and that NIC shall have no liability to you in such case.
4. The provision of NKN Mail Gateway Service does not provide you any commercial or promotional use right for the NKN products and services.
5. It is your responsibility not to lose, destroy or damage the NIC services or products once they are successfully installed.
6. The NIC products or services may offer service that allows you to submit material on various areas related to research. You agree that your usage of such features, including any materials submitted by you, shall be your sole responsibility, shall not violate the rights of any other party or violate any laws or otherwise be obscene or objectionable. You also agree that you have obtained all necessary rights and licenses related to the material submitted by you. You agree to provide accurate and complete information in connection with your submission of any materials on the NIC Service. You hereby provide NIC a worldwide, royalty-free,



nonexclusive license to use such materials as part of the NIC Service, and in relation to NIC Products, without any compensation or obligation to you.

7. NIC has the right, but not the responsibility, to monitor any materials submitted by you or otherwise available on the NIC Service. NIC will investigate any reported or apparent violation of this Agreement, and may take any action that NIC in its sole discretion feels appropriate, including immediate termination of service to the user.

OBJECTIONABLE MATERIAL

You understand that while using the NKN link for accessing internet or any other NKN service, you may find material that you may consider to be offensive, indecent, or objectionable. Nevertheless, you agree to use the NKN Services at your sole risk and NIC shall have no liability to you for material that may be found to be offensive, indecent, or objectionable. NKN services are provided to you for your convenience without any charges, and you agree that NIC does not guarantee their accuracy.

THIRD PARTY MATERIAL

The NKN Mail Gateway Service provided by NIC may include materials from third parties. NIC may provide links to third-party websites for your convenience. You agree that NIC is not responsible for examining or evaluating the accuracy of the content and NIC does not guarantee and will not have any liability for any third-party materials or websites. You shall not use any third-party materials in a way that would violate the rights of any other party and that NIC is not responsible for any such use by you.



INTELLECTUAL PROPERTY

You agree that the NKN Mail Gateway Service, including but not limited to graphics, user interface, and the scripts and software used to implement the NKN Mail Gateway, contains proprietary information and material that is owned by NIC and/or its licensors, and is protected by applicable intellectual property and other laws. You agree to not use such information or materials in any way except for use of the NKN Mail Gateway Service in compliance with this agreement. No portion of the NKN Mail Gateway Service may be reproduced in any form or by any means, except as permitted in these terms. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the NKN Mail Gateway Service in any manner.

Notwithstanding any other provision of this Agreement, NIC and its licensors reserve the right to change, suspend, remove, or disable access to NKN Mail Gateway Service at any time without notice. In any case NIC will not be liable for making these changes. NIC may also impose limits on the use of or access to certain features or portions of the NKN Mail Gateway Service without notice or liability.

All copyrights in and to the NKN Mail Gateway Service and related software are owned by NIC and/or its licensors, who reserve all their rights in law and equity. The use of the software or any part of the NKN Mail Gateway Service, except for use of the NKN Mail Gateway Service as permitted in this agreement, is strictly prohibited and impinges on the intellectual property rights of others and may subject you to civil and criminal penalties, including possible monetary damages.

NKN, the NKN logo, and other NKN trademarks, service marks, graphics, and logos used in connection with the NKN Mail Gateway Service are trademarks or registered trademarks of NIC in India and in other countries. Other trademarks and logos used in connection with the NKN Mail Gateway Service may be the trademarks of their respective owners. You have no right with respect to any of the aforesaid trademarks and any use of these trademarks.

TERMINATION

If you fail, or NIC suspects that you have failed, to comply with any of the provisions of this Agreement, NIC, at its sole discretion, without notice to you may: (i) terminate this Agreement and/or (ii) terminate the license to the software; and/or (iii) Cease access to the NKN Mail Gateway Service.

NIC reserves the right to modify, suspend, or discontinue the NKN Mail Gateway Service (or any part or content thereof) at any time with or without notice to you, and NIC will not be liable to you or to any third party while doing so.

DISCLAIMER OF LIABILITY

NIC does not guarantee that your use of the NKN Mail Gateway Service will be uninterrupted or error-free, and you agree that NIC may remove the NKN Mail Gateway Service for indefinite periods of time, or cancel the NKN Mail Gateway Service at any time, without a notice to you. You agree that your use of the NKN Mail Gateway Service is at your sole risk. The NKN Mail Gateway Service and all



products and services delivered to you through NIC are (except stated by NIC) provided "as is" and "as available" for your use, without warranties of any kind.

In no case shall NIC, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any direct or indirect damages arising from your use of any of the NKN Mail Gateway service or for any other claim related in any way to your use of the NKN Mail Gateway service.

NIC shall use reasonable efforts to protect information submitted by you in connection with the NKN Mail Gateway Service, but you agree that your submission of such information is at your sole risk, and NIC hereby disclaims any and all liability to you for any loss or liability relating to such information in any way.

NIC does not represent or guarantee that the NKN Mail Gateway Service will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and NIC disclaims any liability relating thereto. Some products can be downloaded only once; after being downloaded, they cannot be replaced if lost for any reason. You shall be responsible for backing up your own system.

INDEMNITY

By using the NKN Mail Gateway service, you agree to indemnify and hold NIC, its directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising out of your breach of this agreement, your use of the NKN Mail Gateway service, or any action taken by NIC as part of its investigation of a suspected violation of this agreement or as a result of its finding or decision that a violation of this agreement has occurred. This means that you cannot sue or recover any damages from NIC, its directors, officers, employees, affiliates, agents, contractors, and licensors as a result of its decision to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to the NKN Mail Gateway service, or to take any other action during the investigation of a suspected violation or as a result of NIC conclusion that a violation of this agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this agreement.

CHANGES TO AGREEMENT

NIC reserves the right at any time to modify this agreement and to impose new or additional terms or conditions on your use of the NKN Mail Gateway Service. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the NKN Mail Gateway Service will be deemed acceptance thereof.

MISCELLANEOUS

If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall



remain in full force and effect. NIC failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. NIC will not be responsible for failures to fulfil any obligations due to causes beyond its control.

The NKN Mail Gateway Service is operated by NIC from its offices in India. You agree to comply with all local, state, and national laws, statutes, ordinances, and regulations that apply to your use of the NKN Mail Gateway Service. All transactions on the NKN Mail Gateway Service are governed by Indian law. You expressly agree that exclusive jurisdiction for any claim or dispute with NIC or relating in any way to your use of the NKN Mail Gateway Service resides in the courts of India.

NIC reserves the right to take steps NIC believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that NIC has the right, without liability to you, to disclose any Registration Data and/or Account information to law enforcement authorities, government officials, and/or a third party, as NIC believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement.

FORCE MAJEURE

You acknowledge and agree that NIC shall not be responsible for any failures or delays in performing our obligations hereunder arising from any cause beyond our reasonable control, including but not limited to, acts of God, acts of civil or military authority, fires, wars, riots, earthquakes, storms, typhoons and floods.

ACCEPTANCE OF AGREEMENT

You acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated the desirability of the service and are not relying on any representation agreement, guarantee or statement other than as set forth in this agreement.

Last Updated: June 14 , 2016