

A. SERVICES OFFERED

This website is used for dissemination of information regarding NCTE and its working. The website also provides a service of Online Application for interested organizations to apply for recognition from NCTE. The interested organizations must adhere to all the [Norms](#) and [Regulations](#) of NCTE for the purpose of seeking recognition.

B. TERMS & CONDITIONS OF SERVICE

NCTE provides only the facility for Online Application for recognition through the Internet. NCTE's rules & regulations for recognition apply to all such transactions along with special conditions imposed for Internet based application. The special conditions and the terms of service applicable to Internet based payments are detailed in this document.

The following terms and conditions will apply if you wish to use the NCTE online application service offered through the NCTE website. Please go through the conditions carefully and if you accept them, you may register and transact on the site. **No user can register more than once on the site.** Please note that once you register yourself on the NCTE site, you are deemed to have agreed to the terms and conditions set forth below. If you do not agree with all these terms and conditions, you must not transact on this Website. **Once you have clicked the 'I Agree' buttons at the bottom of these Terms and Conditions you have entered into a formal agreement with NCTE for the purpose of transactions on this website.** NCTE's performance of this agreement is subject to existing laws and legal processes of Govt. Of India, and nothing contained in this agreement is in derogation of NCTE's right to comply with law enforcement requests or requirements relating to your use of this Web Site or information provided to or gathered by NCTE with respect to such use. You agree that NCTE may provide details of your use of the Web Site to regulators or police or to any other third party, or in order to resolve disputes or complaints which relate to the Web Site, at NCTE's complete discretion.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

This agreement constitutes the entire agreement between the user and NCTE with respect to this Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and NCTE with respect to this Web Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form this agreement is made between:

NCTE("Us") and The User ("You"), the individual/ organization, whose details are set out in the User Registration page.

Scope of Service: NCTE makes no guarantee that any service will be uninterrupted, timely, secure or error-free.

Rules Governing the Grant of Recognition to Institutions by NCTE through Internet:

All rules and regulations applicable for Recognition by NCTE will also apply to Online Application for Recognition through the Internet.

Recognition shall be provided by RC's after due diligence and inspection of your institution by our Teams as per existing regulations and norms of NCTE, We do not guarantee recognition merely applying online.

Confirmation of Submission on Application and Payment: Your application for recognition will be confirmed online, after you completely fill the Online Application Form & make payment of processing fee successfully. Further, the system will issue you a unique Transaction ID for future reference. We accept processing fee in various modes including Cash/ DD payment through Challan submitted at ICICI Bank branches or through Payment on your credit card processed by ICICI Payment Gateway. The Choice of Payment Mode lies with you. If any one of the mode is not functioning please try the other one available. Processing of Application is subject to realization of payment and the service charges (including Service Tax) from concerned Bank through the Payment Gateway. You will be responsible for all charges, fees, duties, taxes and assessments arising out of your use of this Website.

After pressing the "Pay" button, if the "Payment processing output page" is not displayed on your monitor due to power failure or Internet link failure, you are also advised to check your e-mail or contact NCTE, at mail@ncte-india.org or contact us between 9.30a.m.-5.30p.m. Monday – Friday at 011-23370151.

YOUR OBLIGATIONS

General Obligations: You shall access our web site only for lawful purposes and you shall be responsible for complying with all applicable laws, statutes and regulations in connection with the use of our web site. This Website is for your personal and non-commercial use. You shall not modify copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, products or services obtained from this Website. You shall not create a hypertext link to the Website or "frame" the Website, except with the express advance written permission of NCTE.

Information Provided: The information you provide in the Registration page must be complete and accurate. NCTE reserves the right at all times to disclose any information as NCTE deems necessary to satisfy any applicable law, regulation, legal process, or Governmental request.

Use of the Online Application Service: You may only use this service to make legitimate plea for recognition.

Non-authorization of payment more than once by payment gateway for processing fee paid by you is liable to result in deregistration of your account with this site, without any notice.

Customer Responsibility: You confirm to us that you are 18 years of age or above and have the legal capacity to enter into this Agreement with us and that all information you provide in respect of your use of the service is true and accurate to the best of your knowledge and belief. You are responsible for the security of your password and for all transactions undertaken using your password through our service. The Password entered by you is transmitted in one- way encrypted form to our database and stored as such. Thus the Password will not be known even to NCTE. You confirm that you are the authorized holder of the credit card or the original account holder used in the transactions you make using the site and you alone use the "id" and "password" you have created in the site. NCTE will not

be responsible for any financial loss, inconvenience or mental agony resulting from misuse of your ID/password/credit card number/account details number for payment for application fee on this site.

Limitation of Liability: NCTE shall not be liable to you save as expressly provided for in these terms and conditions and shall have no other obligations, duties or liabilities whatsoever in contract, tort or otherwise arising out of the use of the service or connection to the web site. To the maximum extent permitted by law, NCTE and/or its respective suppliers hereby disclaims all warranties, terms and conditions with regard to this information & services including all implied warranties, terms and conditions, by statute, collaterally or otherwise, of satisfactory quality, fitness for a particular purpose, title and non-infringement in no event, shall NCTE and / or its suppliers be liable for any loss of profit, loss of opportunity, loss of business, loss of revenue, wasted time, wasted costs, indirect, incidental, special or consequential loss arising out of, or in any way connected with the use of this Website or with the delay or inability to use this Website or for any information, products and services obtained through this Website or otherwise arising out of the use of this website whether based on contract, tort, strict liability or otherwise, even if NCTE or any of its suppliers has been advised of the possibility of damages.

Accuracy of Information: We shall use reasonable endeavors to check the accuracy of the information published on this web site. We give no warranty as to the accuracy of such information given on our web site and reserve the right to amend and vary the contents of this web site from time to time without notice. The NCTE Sites/Services may contain links to third party Web sites ("Linked Sites"). The Linked Sites are not under the control of NCTE and NCTE is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. NCTE is not responsible for web casting or any other form of transmission received from any Linked Site nor is NCTE responsible if the Linked Site is not working appropriately. NCTE is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by NCTE of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites.

Exclusion of Liability: We shall not be liable to you for any of the following types of loss or damage arising out of your use of our web site and the service whether in contract or tort

(including any liability for negligence howsoever arising out of or in connection with the performance of our obligations in the provision of the web site and this service):

- i. Loss of revenue, business, anticipated savings or profits; or
- ii. Any indirect or consequential loss howsoever arising.

Exclusion of other Warranties/Remedies: You acknowledge and agree that in entering into the Agreement, you do not rely on and shall have no remedy in respect of any statement, representation or warranty given by any person (including as to condition, quality and fitness for purpose). ALL warranties implied by statute, common law, custom or otherwise as to the standard of the service and the accuracy of any information (other than fraudulent misrepresentation) provided on this web site are hereby excluded.

Force Majeure: We shall not be liable to you in respect of any delay in performance of these terms and conditions or delay in performance or breach of the terms and conditions due to any event or circumstances beyond our reasonable control.

Termination: Our Termination Rights: We may at any time at our sole discretion and without giving any reason or any prior notice terminate or temporarily suspend your access to all or any part of the web site.

Governing Law: Indian Law and the courts of New Delhi, India govern This Agreement and your use of the web site. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in New Delhi, India in all disputes arising out of or relating to the use of the NCTE Sites/Services. Use of the NCTE Sites/Services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

Entire Agreement: This Agreement including any document referred to herein constitute the entire agreement between us and you in respect of your use of this service.

Third Party Rights: Nothing in this Agreement shall be taken as granting any rights expressly or implicitly whether contractual or statutory to persons other than you or us.

Website Contents: All content and software (if any) that is made available to view and/or download in connection with the NCTE Sites/Services, excluding content and/or software that may be made available by end-users through a Communication Service, ("Software") is owned by and is the copyrighted work of NCTE and/or its suppliers and is protected by copyright laws and international treaty provisions. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement").

No part of this site shall be reproduced in any form whether electronically or otherwise without the prior consent of NCTE Ltd. other than temporarily in the course of using the NCTE service or to keep a record of transactions entered into using the service.

Materials Provided to NCTE: NCTE does not claim ownership of the materials you provide to NCTE (including feedback and suggestions) or post, upload, input or submit to any NCTE Site/Service or its associated services for review by the general public (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting NCTE, its regional offices and necessary sub committees permission to use your Submission in connection with the operation of their responsibilities including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid with respect to the use of your Submission, as provided herein. NCTE is under no obligation to post or use any Submission you may provide and NCTE may remove any Submission at any time in its sole discretion. By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Severability: Each of the provisions of these terms and conditions shall be separate and severable. Should any provision be invalid or unenforceable, it shall be severed from the terms and conditions, and the remaining provisions of these terms and conditions shall continue in full force and effect and be amended so far as possible to give valid effect to the intentions of the parties under the severed provision.

Waiver: The failure to exercise or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights

or remedies under this Agreement or at law. A waiver by us of any terms or conditions in any instance should not be considered to be a waiver of any term or condition for the future or of any subsequent breach.

No partnership: Nothing in this Agreement shall operate so as to create a partnership, joint venture, an agency relationship or employment of any kind between you and us.

All rights not expressly granted herein are reserved.

Disclaimer: NCTE is not responsible for wrong application due to incorrect details furnished by the user.

Links to sites other than www.ncte-india.org may contain images of and links to third party Web sites ("Linked Sites"). The Linked Sites are not under the control of NCTE and NCTE is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. NCTE is not responsible for web casting or any other form of transmission received from any Linked Site nor is NCTE responsible if the Linked Site is not working appropriately. NCTE is providing these links to you only as a convenience or value addition, and the inclusion of any link does not imply endorsement by NCTE of the site or any association with its operators. The visitor is responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites.

Privacy Policy

National Council for Teacher Education is committed to protecting personally-identifiable information that we handle in the course of providing our authentication-related services ("Institution Information/Personal Information"). This Privacy Policy describes our information-handling practices. This Privacy Policy applies only to information relating to those NCTE services (the "Services") that are provided via the www.ncte-india.org Internet web sites (the "Web Sites"), as described in the applicable Certificate Policy Statement. This policy describes:

- What Personal Information we collect in offering and providing the Services;
- How we use and to whom we disclose Personal Information;
- Your choices concerning our uses of Personal Information;
- The security measures we use to protect Personal Information;
- Your rights to correct and update Personal Information; and
- How you can contact us about Personal Information.

INFORMATION COLLECTION & USE

NCTE is the sole owner of the Personal Information collected through our Web Sites or in connection with the Services.

Data Collected from non-Registered Users

You may visit the Web Sites without providing any Personal Information.

Data Collected from Registered Users

We need to collect Personal Information such as name, phone number, email address, state, and country in order for you to register for Services or to respond to your requests for information that you may submit to us through the Web Site. We use this information to process your requests, to administer the Services in which you have expressed interest, and to provide information to you relating to our Services. We use this information to analyze interest in the Web Site and to improve the information we make available through the Web Sites.

External Links

Our Web Site may contain links to other sites that are not owned or controlled by NCTE. Please be aware that we are not responsible for the privacy practices of such other sites that you may access from our Web Site. We encourage you to be aware when you leave our site and to read the privacy statements of each and every Web site that collects personally identifiable information.

Automated Web Site Tracking

When you visit one of our Web Sites, statistics about your visit are automatically collected. This information does not identify you personally, but rather identifies information about a visit to the Web Site. This information may include how many people visit the Web Site, the user's Internet Protocol (IP) address, which pages are visited, from which domains our visitors come and which types of browsers these persons use. We use these statistics about your visit for aggregate, analytical purposes only, to help us improve the performance and effectiveness of our Web Site.

Cookies

A cookie is a small text file that is stored on a user's computer for record-keeping purposes. We use cookies on our Web Sites. We do/do not link the information we store in cookies to any Personal Information you submit through our Web Sites. We use both session cookies and permanent cookies. A session cookie expires when you close your browser. A permanent cookie remains on your hard drive for an extended period of time. You may decline to accept cookies or may remove permanent cookies by following directions provided in your Internet browser's "help" file.

We use temporary cookies to help your browser navigate our Web Site, to determine which visitors reach our Web Site from sites of our business partners, and to record during a user's session that the user is properly authenticated. We use permanent cookies to recall your information to save you time in filling out forms and/or revisiting our Web Site and to determine which visitors to our Web Sites have visited them before and if so, for what purposes.

If you reject cookies, you may still generally access the informational material on our Web Sites, but you may be unable to obtain some of our Services or access some portions of our Web Sites.

Subscriber Information

We must also collect Personal Information from officers and other representatives of applicant institution that subscribe to our Services and designate authorized officers. This information may include name; designation, recognition; job title; postal address; telephone numbers; email address; credit card and bank account number and related billing and payment information; and IP addresses. We use this information to administer our Services, contact you in connection with your account, and to provide information about the Services or other offerings that we believe may be of interest to you.

INFORMATION SHARING AND DISCLOSURE

Personal Information

we disclose Personal Information for the following purposes:

- To our service providers, and Regional Committees for purposes of responding to customer requests; providing requested Services; validating the identity of subscribers and certificate applicants; maintaining and operating our Web Sites, systems, and equipment; billing and collection; distributing informational materials; and internal management and administration of our Organisation, provided that these recipients are not permitted to use or disclose the information for other purposes.
- To other third parties, as we determine to be reasonable and appropriate to comply with legal requirements; to obtain required governmental authorizations; to assert or defend our legal rights, enforce our agreements, prevent or respond to suspected fraud, or protect the health, safety, or legal rights of others; to cooperate with law enforcement authorities; to comply with a judicial proceeding, court order, or legal process; or in connection with an actual or prospective transaction involving the assets related to one or more of the Services to which such Personal Information pertains; in the event of such a transaction, we will announce any change in ownership or control of your Personal Information on our Web Site before the transfer takes effect and will provide an opportunity to decline to permit the transfer to occur.

Without limiting the foregoing, these disclosures may include the following:

- Providing, revoking, or renewing the Services. We may provide the information you have submitted to us to an independent partner or service provider (either within or outside) so that the partner or service provider can contact you to provide support relating to the Services.

Certificate Information

All information that you provide us that forms the content of a certificate will be "published" in a repository that can be accessed by third parties. No person should have any expectation of privacy in the contents of a certificate.

SECURITY

We consider the protection of all personal information we receive from our Web Site visitors, Subscribers, Relying Parties, and Certificate Holders as a core responsibility. We have security measures in place to protect against the loss, misuse, and alteration of Personal Information. As with any transmission over the Internet, however, there is always some element of risk involved in sending personal information. In order to try to minimize this risk, we encrypt information that you submit to us electronically when submitting requests or ordering certificates.

We implement data security safeguards based upon generally accepted industry standards to protect your Personal Information from unauthorized access, use, disclosure, alteration, or loss. Nonetheless, no data security techniques are 100% effective, and we cannot guarantee its security.

PRIVACY POLICY CHANGES

If we decide to change this Privacy Policy, we will post the revised Privacy Policy on our Web Site. We may change this Privacy Policy at any time without prior notice. If we make material revisions to this Policy that change the ways in which we use or disclose previously collected Personal Information, we will post a notice on our Web Site and, if appropriate, by email.

Who can I ask if I have additional questions? : Do contact us at mail@ncte-india.org or contact us between 9.30a.m.-5.30p.m. Monday – Friday at 011-23370151.

Refund and Cancellation Policy

After the transaction has been done successfully on NCTE website no request for refund or cancellation will be entertained.