

Terms of Use – User

Updated on 2nd June 2025

These Terms of Use (“Terms”) apply to Users availing the DigiLocker platform (“Service”), a secure, privacy-focused digital platform designed for data, access, storage and sharing. The documents issued or shared via DigiLocker are legally equivalent to physical originals, as per the Information Technology (Preservation and Retention of Information by Intermediaries Providing Digital Locker Facilities) Rules, 2016. The users agree to be bound by these Terms, Indian law, and any subsequent amendments by using the Service. By utilizing the services of DigiLocker, users confirm that they have read, understood, and agree to be bound by the Terms.

1. Definitions

For the purposes of these Terms of Use, the following terms shall have the meanings set forth below unless the context requires otherwise:

- a. Content:** Any data, documents, images, or other digital materials uploaded, stored, shared, or transmitted by a User through the DigiLocker platform, including but not limited to Government-issued documents, certificates, and other permitted digital formats.
- b. DigiLocker:** The secure, privacy-focused digital platform operated by the National e-Governance Division (NeGD) under the Ministry of Electronics and Information Technology (MeitY), Government of India, designed for the storage, access, and sharing of digital documents.
- c. Metadata:** Information associated with User Content, including but not limited to file names, file sizes, timestamps, and document URIs (Uniform Resource Identifiers), which may be inspected for compliance purposes as per applicable laws.
- d. NeGD:** The National e-Governance Division, a division under the Ministry of Electronics and Information Technology (MeitY), Government of India, responsible for operating and managing the DigiLocker platform.
- e. Premium Service:** Optional value-added services offered by DigiLocker, distinct from core services, which may include features such as additional storage capacity, advanced sharing options, or enhanced user support, subject to applicable subscription or usage fees.

- f. Service:** The DigiLocker platform and its associated functionalities, including but not limited to secure storage, access, sharing, and transmission of User Content, as well as any Premium Service offerings.
- g. User:** Any individual who registers for and accesses the DigiLocker platform using a valid Indian mobile number, Driving License, PAN, or Aadhaar, and agrees to be bound by these Terms of Use.
- h. Aadhaar:** The unique 12-digit identification number issued by the Unique Identification Authority of India (UIDAI), used voluntarily by Users for authentication purposes on the DigiLocker platform.
- i. Confidential Information:** Any sensitive data provided by the User, including but not limited to Aadhaar-linked information, document URIs, access logs, and data collected during registration or authentication, handled in compliance with applicable Indian data protection laws.

2. Purpose and Scope

DigiLocker, which has implemented Information Security Management System in accordance with ISO/IEC 27001:2022, aims to provide Users with a comprehensive digital platform that facilitates secure, access, and sharing, storage while preserving user privacy and autonomy. The platform operates under a privacy-centric architecture wherein DigiLocker and any associated third-party service operators do not access, read, or interpret the data stored by users. While DigiLocker facilitates the secure storage, transmission, and sharing of user documents, it does not engage in processing or analysing the content of these documents. This approach ensures that data handling is conducted with user consent and transparency. Additionally, no fees shall be charged by NeGD for access to issued documents through DigiLocker.

3. User Responsibility and Content Ownership

Users retain complete ownership of all content that they upload, store, share, or transmit through the DigiLocker platform. Such content may include documents, images, or other permitted digital formats, as supported by the platform. Users alone are liable for the uploaded content and are bound to make sure that the uploads do not infringe Indian laws as propounded from time to time.

It is advisable to not upload, store, share, or disseminate any illegal, harmful, offensive, defamatory, exploitative, or otherwise objectionable contents under Indian law. NeGD reserves the right to suspend or block the User's account without prior notice, in case of non-compliance, security concerns, or directions from competent authorities.

Additionally, Users must explicitly consent before fetching or sharing any documents in their account. Consent mechanism details will be logged and governed by applicable data protection laws.

4. Acceptable Use Policy

Users are advised to restrain using the DigiLocker platform or any of its services for the following purposes:

- a) Upload, transmit, or distribute any content that is illegal, obscene, defamatory, harassing, or exploitative, particularly any content related to child sexual abuse material, non-consensual intimate imagery, or incitement to violence.
- b) Impersonation, phishing, fraud or acts that mislead, deceive, or defraud other individuals.
- c) Act in a way that injures oneself or other persons or arouses criminal or illegal behaviour under Indian Criminal justice system.
- d) Store or distribute anything that provokes communal hatred, encourages terrorism, incites violence, hate speech, content that undermines public order, national security, or violates others' rights or that jeopardizes national security.
- e) Host malware, other schemes such as phishing, or other technology intended to cause unauthorized access, stealing data, or damage to infrastructure.
- f) Any content which is prohibited under law.

5. Account Registration and Eligibility

To access the DigiLocker platform, users must register using a valid Indian mobile number, Driving License, PAN or Aadhaar. Registration may require verification via an OTP. Users are using Aadhaar voluntarily. Authentication logs are retained as provided under law.

6. Suspension and Revocation of Account

Termination: NeGD may terminate this engagement, in whole or in part, with immediate effect upon the occurrence of a material breach of these Terms by the User. A material breach shall include, but not be limited to:

1. Failure to Perform Obligations: Any lapse, negligence, or failure on the part of the User to fulfill their responsibilities or obligations under these Terms.

2. Breach of Representations: Any misrepresentation, incorrect statement, or breach of warranties or undertakings provided by the User.
3. Receipt of Complaint: Receipt of any formal complaint from third party, or regulatory authority, which, in the sole discretion of NeGD, indicates non-compliance or potential risk.
4. Legal or Regulatory Non-Compliance: Any act or omission by the User which may result in a breach of applicable laws, rules, regulations, or guidelines.

Termination or suspension under this clause shall be without prejudice to any other rights or remedies available to NeGD under applicable law.

Suspension: As mentioned earlier, NeGD reserves the right to temporarily suspend or permanently revoke access to the DigiLocker platform in case of serious non-compliance by the User, such any legal violations.

7. Mechanism of Enforcement and Review

Because of its design, DigiLocker does not scan or monitor users' content proactively. But in case of a request from law enforcement, or a Court order:

- Metadata, including file sizes, timestamps, and filenames, can be inspected to identify potential violations.
- Provide access to user content only after proper judicial authorization.
- Restrict access, suspend, or terminate accounts.
- The platform does not proactively monitor user content but reserves the right to review metadata or content upon receiving a lawful request or court order. Users may be required to respond to platform queries to maintain compliance.

8. User Rights and Redress

Users possess the right to:

- a) Make a request for an appeal and judicial review of any account restriction, suspension, or enforcement action made against their account.
- b) Delete their account
- c) The User agrees that grievances will be addressed and resolved, in compliance with applicable rules/guidelines. In the event you have any questions or concerns about these Terms, or if you need support or wish to file a grievance, please contact us at: <https://support.digilocker.gov.in>.

Address: National e-Governance Division (NeGD), Ministry of Electronics and Information Technology (MeitY), Government of India, New Delhi, India.

Please note that such complaints will be acknowledged and redressed as per policy.

9. Children's Data and Parental Consent

DigiLocker does not knowingly collect personal data from individuals under the age of 18 without verifiable parental or guardian consent. If it is discovered that personal data has been collected from a child without such consent, the account may be suspended or deleted. Parents or guardians may contact DigiLocker Support Team for rectification or deletion of such data.

10. Compliance with applicable laws

DigiLocker shall ensure compliance with all relevant data retention, protection and privacy laws currently applicable in India. Additionally, the platform shall undergo periodic audits, including but not limited to security policies, technology evaluation, contracts, and compliance with statutory rules, as required under applicable laws.

11. Confidential Information

Confidential Information includes user-submitted data, Aadhaar-linked information, document URIs (Uniform Resource Identifier, which means a unique reference to a document stored in a Digital Locker repository), access logs, and any data collected during registration or authentication use. Access shall be granted only on a need-to-know and need-to-use basis, in compliance with applicable laws. Data will not be stored or processed outside India.

12. Commercials/ payment terms (applicable in the event the User uses Premium version of DigiLocker Drive):

Users opting for the Premium Service (i.e. value-added services, apart from the existing core services), being a value-added offering distinct from the core DigiLocker services, shall be liable to pay a subscription or usage fee, as determined and periodically revised by DigiLocker. The applicable fee, payment schedule, and available plans shall be communicated clearly at the time of subscription.

Payment for the Premium Service shall be made through the payment modes specified on the platform. All fees once paid are non-refundable, except as otherwise required under applicable law. If a payment is debited but the Premium Service is not activated, the amount will be refunded within 3-7 working days after verification. Users may raise a support request through the DigiLocker helpdesk in case a refund is not processed within this period.

By continuing to use the Premium Service after the initial subscription or renewal, the User is deemed to have:

- Accepted the applicable payment terms in full,
- Authorized DigiLocker to charge the applicable fee for the chosen plan,
- Agreed to any future modifications to pricing or terms, subject to prior notice.

Failure to make timely payments may result in suspension or termination of the Premium Service without further notice. DigiLocker also reserves the right to recover any outstanding dues through lawful means, including engagement of collection agencies, if necessary.

13. Portability, and Sunset Clause

Users can remove their account and related data at any time. In this regard DigiLocker ensures:

- a) Once the account is deleted, data will be dealt in compliance with applicable laws.
- b) Account recovery provision to nominate digital heirs in the event of death or incapacitation, under the condition of confirmed identity.

If DigiLocker is to be discontinued, users shall be entitled to a minimum of 30 days of notice to download or transfer data.

14. Disclaimers And Liability

The Services are provided “as is.” We do not guarantee uninterrupted access, nor do we assume liability for:

- Loss of data due to user error or system limitations
- Delays or disruptions caused by network providers or external factors
- Unauthorized access due to user-side security lapses

To the extent permitted by law, we disclaim all warranties and shall not be liable for indirect, incidental, or consequential damages.

15. Governing Law & Jurisdiction

These Terms are governed by the laws of India. Disputes arising hereunder shall be subject to the exclusive jurisdiction of the courts of Delhi.

16. Indemnification

Users agree to indemnify and hold harmless the National e-Governance Division (NeGD), its affiliates, officers, and employees from any third-party claims, losses, damages, or expenses (including reasonable legal fees) arising from the User's violation of these Terms, applicable laws, or misuse of the DigiLocker platform, including but not limited to uploading illegal, defamatory, or infringing content. This indemnification shall not apply to claims resulting from NeGD's negligence, system failures, or failure to comply with applicable laws.

17. Amendment of Terms

DigiLocker, may update these Terms periodically to reflect changes in services, legal requirements, or policies. NeGD reserves the right to revise the Terms at its discretion, with updates notified via the DigiLocker website. Users are responsible for reviewing the Terms regularly. Continued use of DigiLocker services implies acceptance of the updated Terms.

