

**eMudhra eSign Service – Application Service Provider
Application Form**



(Application format version 2.3: Effective for submissions made on or after 20-Dec-2016)

Organization Name: _____

Category of Organization:

- Government Organization Bank/ Financial Institution/ Telecom Company
 Legal Entity Registered in India Not for Profit Organization/ Special Purpose Organization
 Authority constituted under Central Act of National Importance

CIN (if applicable): _____ **Organization PAN (if applicable):** _____

Address: _____

City: _____ **Pin code:** _____

District: _____ **Fax:** _____

State: _____ **Phone No:** _____

Proposed business scope with respect to eServices: _____

Management point of contact:

Nodal Person Name: _____

Designation: _____

Email ID: _____

Mobile No: _____

Telephone No: _____

Technical point of contact:

Nodal Person Name: _____

Designation: _____

Email ID: _____

Mobile No: _____

Telephone No: _____

For ASP Organization:

We hereby submit the request to become Application Service Provider under the applicable regulations of Government of India and accept the enclosed standard terms.

Authorized Signatory (Sign & Seal)

Name: _____

Designation: _____

Date: _____

For eMudhra:

e- Sign Application Service Provider | Standard Terms of eSign service

This eSign Terms of Service agreement is made on this day between the applicant organization, hereinafter referred to as "ASP/SUB AUA" which expression shall unless repugnant to the context and meaning hereof shall mean and include its assigns and successors) of the one part AND eMudhra Limited (eMudhra), a Company registered under Companies Act 1956, having its Registered and Corporate Office at No 56, Sai Arcade, 3rd Floor, Marathahalli outer ring road, Devarabeesanahalli, Bangalore - 560103 hereinafter referred to as "ESP/CA/KUA/AUA" which expression shall unless repugnant to the context and meaning hereof shall mean and include its assigns and successors) of the other part.

WHEREAS eMudhra is a Licensed Certifying Authority under the Information Technology Act, 2000 is engaged in the business of issuance of Digital Signature Certificate and other IT and IT enabled services has empanelled with UIDAI to provide Aadhaar Enabled e-Sign and related Services to its beneficiaries, clients and customers by way of application.

WHEREAS ASP has expressed interest to avail e-Sign and related Services offered by eMudhra as more specifically defined in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HEREBY COVENANT AND AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions and Interpretations

1.1 Definitions

- a. 'Aadhaar Authentication Services' shall mean the authentication services provided by UIDAI and used by ASP where the personal identity information of/data of an Aadhaar-holder (who is a beneficiary, customer, employee or associate of the ASP) is matched with their personal identity information/data that is stored in the UIDAI's Central Identity Data Repository in order to provide Aadhaar enabled services to such Aadhaar holder. The ASP shall avail Aadhaar authentication service by establishing a connection with UIDAI's Central Identity Data Repository, through the ESP.
- b. "Aadhaar Enabled Services" shall mean services provided by the ESP to ASP using the Aadhaar Authentication Services of UIDAI.
- c. 'Aadhaar Holder' shall mean an individual who holds an Aadhaar Number;
- d. 'Aadhaar Number' shall mean the unique identification number issued to a resident by UIDAI;
- e. 'Agreement' shall mean this agreement executed between the Parties, along with its schedules, annexures and exhibits, if any, and all instruments supplemental to or amending, modifying or confirming this agreement in accordance with the provisions of this agreement, if any, in each case as they may be supplemented or amended from time to time;
- f. 'Authentication Device' shall mean a terminal or device from where the ASP carries out its service/business functions and interacts with Aadhaar Holders, by seeking authentication of Aadhaar Holders identity to enable the ASP's business function;
- g. 'Authentication User Agency' (AUA) shall mean an entity engaged in providing Aadhaar Enabled Services to Aadhaar Holder, using the Aadhaar Authentication Services of UIDAI, as facilitated by the Authentication Service Agency, in accordance with the terms and conditions of the relevant agreements that may be entered into between the Authentication Service Agency and an Authentication User Agency and between UIDAI and the Authentication User Agency, from time to time;
- h. 'Biometric Information' shall mean ten finger prints and iris image of a Aadhaar Holder, captured by UIDAI, as a part of the enrolment process for issuance of Aadhaar Number;

- i. 'Business Day' shall mean any day other than a Saturday, Sunday or official public holiday in India;
- j. Certifying Authority (CA) shall have the same meaning as such term is defined in Information Technology Act, 2000 and rules and regulations made thereunder as amended from time to time.
- k. 'Controller of Certifying Authorities (CCA)' shall have the same meaning as such term is defined in Information Technology Act, 2000 and rules and regulations made thereunder as amended from time to time.
- l. 'Central Identity Data Repository (CIDR)' means a centralised database in one or more locations containing all Aadhaar numbers issued to Aadhaar number holders along with the corresponding demographic information and biometric information of such individuals and other information related thereto maintained by UIDAI;
- m. 'Confidential Information' shall mean any information which is considered confidential in terms of Clause 5 of this Agreement and shall include, but not limited to, information such as Aadhaar Number, name, address, age, date of birth, relationships and other demographic information, as also, biometric information such as finger print and iris scan of a Aadhaar Holder;
- n. 'Digital Signature Certificate (DSC)' shall have the same meaning as defined under the Information Technology Act, 2000 and rules and regulations made thereunder as amended from time to time;
- o. 'e-KYC' shall mean the transfer of demographic data (such as Name, Address, Date of Birth, Gender, Mobile number, Email address, etc.) and photograph collected by UIDAI in the form of a digitally signed XML document to an Authentication User Agency, through an Authentication Service Agency, based on Aadhaar holder authorization received by UIDAI in the form of successful biometric or OTP-based Aadhaar authentication;
- p. 'e-KYC Data' shall mean the Aadhaar Holder identity information contained in the X509 certificate, provided as part of eSign response.
- q. 'e-signature' shall mean an online electronic signature service which can be integrated with service delivery applications via an open API to facilitate an Aadhaar holder to digitally sign a document;
- r. 'eSign data' is the resultant eKYC Data in eSign framework. This includes the information published in certificate like Name of Aadhaar Holder, State, Pincode, email ID, etc.
- s. 'KYC User Agency (KUA)' shall mean Authentication User Agency that is eligible for the e-KYC service;
- t. 'Laws' shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or person acting under the authority of any governmental authority, whether in effect or which may come into effect in the future;
- u. 'OTP' shall mean one time password sent to the Aadhaar holder's registered (with UIDAI) mobile and/or e-mail for the purpose of authentication;
- v. 'Party' refers to individually to ASP and the ESP;
- w. 'Parties' refer collectively to ASP and ESP;
- x. 'Personal Identity Data (PID)' refers to Aadhaar-based Personal Identity Data/ Information including biometric and demographic information as well as the OTP used for Authentication;
- y. 'Services' shall mean the services to be provided by ESP to ASP as agreed in this Agreement;
- z. 'Successful Transaction' means the event of receipt of e-Sign and related Services by ASP from ESP for a particular Document in the case of ASP and the event of dispatch of e-Sign Certificate to ASP by ESP for a particular Document;
- aa. 'Third Party' shall mean any party who is not a Party to this Agreement;

bb. 'UIDAI' shall mean Unique Identification Authority of India or any of its successors in office.

1.2 Interpretations

a. In this Agreement, unless the context requires otherwise:

- i. reference to singular includes a reference to the plural and vice versa;
 - ii. reference to any gender includes a reference to all other genders;
 - iii. reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;
 - iv. reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;
 - v. references to any statute or regulation made using a commonly used abbreviation, shall be construed as a reference to the title of the statute or regulation;
 - vi. references to any Article, Clause, Section, Schedule or Annexure, if any, shall be deemed to be a reference to an Article, Clause, Section, Schedule or Annexure of or to this Agreement.
- b. Any word or phrase defined in the body of this Agreement shall have the meaning assigned to it in such definition throughout this Agreement unless the contrary is expressly stated or the contrary clearly appears from the context.
- c. The rule of construction, if any, that a contract shall be interpreted against the party responsible for the drafting and preparation thereof shall not apply.
- d. Reference to days, months or years in this Agreement shall be a reference to calendar days, months or years, as the case may be, unless the contrary is expressly stated or clearly appears from the context.
- e. Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same, as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

2. Services and Commercials

- 2.1 eMudhra shall offer e-Sign and its related services to ASP as per the guidelines of Controller of Certifying Authorities of India and in conjunction with verification authentication offered by UIDAI for this purpose. e-Sign is an online electronic signature service which can be integrated with service delivery applications via an open API to facilitate an Aadhaar holder to digitally sign a document. eMudhra, as an empanelled e-Sign Service Provider (ESP) by Controller of Certifying Authorities (CCA), provide e-Sign service to Application Service Providers (ASP). As Aadhaar authentication is an integral part of e-Sign process, eMudhra acts as an AUA/KUA with UIDAI. Thereby, ASP is also considered as a Sub-AUA under the terms of UIDAI. As an ESP, eMudhra provides a REST API based e-Sign service, and an optional OTP service to facilitate e-Sign to ASP. Using the API, ASP can submit the request for e-Sign and receive the response as specified under e-Authentication Guidelines thereby enabling e-Sign of any document or information. Acting as a Sub-AUA, ASP can also utilize all e-Sign and related services through eMudhra.
- 2.2 ASP can avail these Services by paying the applicable commercials online, or as per the mode of payment applicable. ESP reserves the right to discontinue the services for non-payment of commercials/service charges as agreed between the parties.
- 2.3 ASP shall pay ESP any applicable charges towards on-boarding, Integration, Support and any other setup charges.
- 2.4 ASP shall also pay the applicable charges, if opted for, Information Security Audit and/or Document Signer Certificate. .

2.5 Apart from this for every Successful Transaction ASP shall pay ESP per Transaction/Aadhaar Fees, as per the plan applicable. These charges shall be prepaid online (or as per the mode of payment applicable) and ASP shall obtain necessary counters for their account. Such counters will be valid for a period of one year, and any unutilized counters after that period will automatically expire. ASP shall be responsible for invalidity of counters due to suspension of services on account of breach of this Agreement by ASP. The Purchase orders for obtaining services or for purchasing counters shall be governed by the terms and conditions mentioned in this document. Any additional terms and conditions imposed by ASP through purchase orders or through any other document shall not be applicable, unless explicitly agreed by ESP in writing.

2.6 If ASP has opted for End User subscription plan, then there shall be no transaction fee payable by ASP for the transaction carried.

2.7 ESP reserves the right to revise the applicable prices for the eSign services, at any time, for future purchases.

2.8 The Parties mutually agree and understand that the services under this Agreement are provided on best effort basis shall be subject to limitations posed by Technology and ESP and UIDAI does not represent and warrant the same to be defect free. Also parties agree that, the deliverables from ESP to ASP are subject to dependencies of ESP with other external service providers, hence there may be delay in providing services or sometimes failure in providing the Services. Such incidents of disruptions, interruptions and deficiency may include events triggered on account of the following reasons : i) Planned repairs, modifications or maintenance notified to Customer in advance; ii) Unauthorised changes to the System of ASP or failure of ASP to adhering the changes mandated by CCA and/or UIDAI; iii) Suspension of Services; vi) Force Majeure Events; v)Any fault in or damage to the System or Network or Components thereof for reasons beyond the reasonable control of eMudhra.

2.9 The parties also mutually agree that the Services rendered under this Agreement are subject to : i) terms and conditions contained in this Agreement; ii) Provisions of Information Technology Act 2000 and its subsequent amendments and allied Rules iii) Any directions or orders issued by Government, Controller of Certifying Authorities, UIDAI, Courts, Judicial forums and other statutory authorities. eMudhra shall not be liable for disruption, discontinuation, deficiency, modification or termination of services provided to Customer; due to cancellation, surrender or modification of license or such directions or orders issued or passed by above mentioned authorities or bodies.

3. Obligations of ESP

3.1 The ESP shall, at the time of rendering services under this Agreement, maintain necessary licenses with CCA as required for issuance of DSC;

3.2 The ESP shall, at the time of rendering the services under this Agreement, maintain its empanelment / agreement with UIDAI enabling ESP to provide e-Sign and related Services to ASP.

3.3 ESP shall forward to CIDR only such requests that are complete and incomplete authentication requests shall be returned with appropriate error message.

3.4 ESP makes no representation or warranty other than those specifically set forth herein and disclaims all other warranties.

4. Obligations of ASP

4.1 ASP, who is seeking to use Aadhaar Authentication to enable a specific service/business functions, is solely responsible for the choice of authentication type(s). The choice of the Authentication type shall be the sole decision of the ASP, and no other entity, including ESP and UIDAI, ESP and Aadhaar Holder shall have any role in this decision of ASP.

4.2 ASP assumes complete responsibility with regard to its network connectivity with ESP. ASP shall establish and maintain necessary authentication related operations, including systems, processes,

- infrastructure, technology, security, etc., which may be necessary for using Aadhaar Authentication Service, in compliance with standards and specifications, issued by UIDAI from time to time.
- 4.3 ASP shall only employ the Authentication Devices and associated application components (such as sensor and extractor pairs for fingerprint and iris scanners) which are duly registered with/ approved/ certified by UIDAI or an agency appointed by UIDAI for this purpose. ASP understands the authentication type to be employed by it in obtaining Aadhaar Enabled Services and shall employ the Authentication Devices which conform to the authentication type adopted by ASP. ESP and UIDAI shall have no role to play in this regard, and shall have no liability or responsibility in this respect.
- 4.4 ASP shall ensure that the persons employed by it for Aadhaar Enabled Services and for maintaining necessary systems, infrastructure, processes, etc. in this regard, possess requisite qualifications for undertaking such works. The ASP shall be responsible for ensuring that such personnel are suitably and adequately trained to conduct Aadhaar Enabled Services, in compliance with specifications and standards prescribed by UIDAI from time to time.
- 4.5 ASP shall, at all times, comply with the provisions contained in the Information Technology Act, 2000 and the statutory rules framed there under, from time to time, in so far as the same has application to its operations in accordance with this Agreement, and also with all other Laws, rules and regulations, whether already in force or which may be enacted anytime in the future, pertaining to data security and management, data storage, sharing and data protection, as also with the National Identification Authority of India Bill, as and when the same is enacted into a law and comes into force, and shall ensure the same level of compliance by its Authentication Device.
- 4.6 ASP shall maintain logs of all authentication transactions processed by it, capturing the complete details of the eSign transactions, such as the Aadhaar number against which eSign is sought, transaction code, authentication type, requesting SUB AUA (ASP), requesting authentication device, date and time stamp etc., as prescribed by UIDAI from time to time. The ASP understands and agrees that the logs maintained by it shall be shared with any individual or entity only on a need - basis, and that the storage of the logs maintained by it shall comply with all the relevant laws, rules and regulations, including, but not limited to, the Information Technology Act, 2000 and the Evidence Act, 1872. ASP understands and further agrees that the e-KYC data resulting from an eSign request contains PID data for the purposes of service delivery. The storage of e-KYC data shall comply all times with all the relevant laws, rules and regulations, including, but not limited to, the Information Technology Act, 2000 and the Evidence Act, 1872.
- 4.7 In case of any investigations around authentication related fraud(s) or dispute (s), the ASP shall extend full cooperation to ESP and UIDAI, and/or any agency appointed/authorized by it and/or any other authorized investigation agency, including, but not limited to, providing access to their premises, records, personnel and any other relevant resource / information, etc. of or pertaining to its Authentication Device.
- 4.8 ASP shall ensure that all the backend infrastructures like servers, databases etc., required specifically for the purpose of this Agreement shall be based in the territory of India and these services shall not be, whether directly or indirectly used for purposes that are anti-government, or anti-state or discriminatory or related to money laundering or in contravention of any laws applicable in India.
- 4.9 ASP shall inform the Aadhaar Holder the purpose for which eSign is being done and shall take consent from Aadhaar Holder(s) to use their Aadhaar Number/ Biometric Information/OTP for the said purpose.
- 4.10 ASP shall send the Aadhaar Number and other details to ESP in secure format for authentication by UIDAI as per the stipulation of UIDAI and/or CCA. ASP hereby acknowledges that ESP does not have any access to content of document(s) and PID block sent to ESP for obtaining eSign, as they are either in hash or encrypted format.
- 4.11 The eSign data shall not be used by ASP for purposes other than that for which the Aadhaar holder has explicitly given his/ her consent
- 4.12 ASP shall not share the eSign data with any other agency for whatsoever purposes except and to the extent provided under this Agreement.
- 4.13 ASP shall adhere to all the audit obligations specified in the Agreement or as intimated to ASP from time to time by parties related to this Agreement.
- 5. Confidentiality and data protection**
- 5.1 Each Party shall treat all information, which is disclosed to it as a result of the operation of this Agreement, as Confidential Information, and shall keep the same confidential, maintain secrecy of all such information of confidential nature and shall not, at any time, divulge such or any part thereof to any third party except as may be compelled by any court or agency of competent jurisdiction, or as otherwise required by law, and shall also ensure that same is not disclosed to any person voluntarily, accidentally or by mistake.
- 5.2 Parties shall use the Confidential Information strictly for the purposes of authentication of the Aadhaar Holder, and for providing Aadhaar Enabled Services, in accordance with this Agreement. Parties shall ensure compliance with all applicable laws and regulations including but not limited to regulations on data protection under the Information Technology Act, 2002 when collecting information from Aadhaar holder(s) for their business purposes.
- 5.3 Parties shall scrutinize the data collected by it, while processing authentication requests, on a periodic basis, and shall preserve such data collected in relation to an authentication request until such time as may be prescribed by UIDAI from time to time.
- 5.4 Parties are prohibited from storing any PID in their data base or in any storage device of any nature whatsoever including Authentication Device or in any machine, device or instrument of any kind whatsoever, removable storage devices or in physical form, at point in time.
- 5.5 Parties hereby unequivocally agrees to undertake all measures, including security safeguards, to ensure that the information in the possession or control of the Parties, as a result of operation of this Agreement, is secured and protected against any loss or unauthorised access or use or unauthorised disclosure thereof.
- 5.6 Parties agree that information liable to be disclosed under the Right to Information Act, 2005 shall not be considered as confidential information.
- 5.7 It is hereby mutually agreed that this Clause 5 shall survive the termination of this Agreement.
- 6. Audit rights**
- 6.1 The ASP shall ensure that its operations and systems in terms of this Agreement are audited by information systems auditor certified by a recognized body on an annual basis to ensure compliance with ESP and CCA standards and specifications and the audit report should be shared with ESP within 7 days from the date of closure of audit and with CCA upon request. In addition to the above, UIDAI and/or ESP and/or CCA may choose to, in its/their sole discretion, audit the ASP's operations and systems in terms of this Agreement by itself or through an auditor appointed by UIDAI/ESP/CCA, and the continuation of operations as the ASP shall, at all times, be dependent upon the said audit confirming the compliance by the ASP of the terms and conditions contained in this Agreement, and any failure in compliance of the same, if confirmed in the audit, may entail fine and/or penalties and termination of access to Aadhaar Authentication Services. The ASP unequivocally agrees to provide

full co-operation to UIDAI/ESP/CCA or any agency approved and/or appointed by UIDAI/ESP/CCA in the audit process, and to provide to UIDAI/ESP/CCA or any agency approved and/or appointed by UIDAI/ESP/CCA, complete access to its procedures, records and information pertaining to services availed. The audit rights of UIDAI/ESP/CCA shall be subject to such confidentiality undertaking as may be reasonably imposed by ASP to protect its confidential information.

7. Term

- 7.1 This Agreement shall be effective from the date of granting ASP production access ('Effective Date') and valid until termination as per clause 7.2. However, this agreement shall be co-existence and co-terminus with ESP's Agreement with UIDAI. In case of cancellation of ESP's Agreement with UIDAI, this agreement shall stand automatically terminated with immediate effect.
- 7.2 Either Party may terminate this Agreement for convenience by giving 30 days prior written notice to the other Party.
- 7.3 Without prejudice to any other rights available to eMudhra under this Agreement, eMudhra reserves the right to terminate the Agreement, with immediate effect, in case of any misuse of the Services, if any, including but not limited to:
- Breach of any of the terms and conditions of this Agreement or any guidelines, regulations or notifications issued by competent authorities including CCA and UIDAI.
 - If required by any Applicable Law or Governmental/ Statutory authority or law enforcing agency.

8. Indemnity and Limitation of Liability

- 8.1 ASP shall indemnify and keep ESP and UIDAI harmless at all times, against all actions, claims, demands, costs, charges and expenses arising out of or incurred by reason of breach of obligations mentioned in this Agreement by ASP.
- 8.2 Notwithstanding anything contrary contained in this Agreement in no event eMudhra shall be liable for any Direct, indirect, consequential, special or incidental damages or losses of any kind whatsoever. It is mutually agreed that this clause shall survive the termination of this Agreement. However, in no event the amount of Indemnity or Liability payable by ESP shall exceed the service fees received by the ESP for a transaction on account of which such indemnity or liability has arise.

9. Arbitration

- 9.1 Both parties shall attempt to resolve any controversy, claim, or dispute arising out of or in connection with this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. However, if those attempts fail, the parties agree that all such claims or disputes shall be decided by arbitration which shall be conducted upon request by either party, under the provisions of the Arbitration and Conciliation Act, 1996 by one Arbitrator to be mutually agreed upon. The venue of such Arbitration shall be Bangalore and the language shall be English.

10. Miscellaneous

- 10.1 eMudhra shall have the right to provide copy of this Agreement to Statutory and/or any other regulatory bodies if demanded by them through proper channel.
- 10.2 Aadhaar holders performing eSign transactions are considered as eMudhra eSign customers and eMudhra will have the right to communicate with them, in the form of notifications, etc regarding eSign.
- 10.3 No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the ESP. Any waiver of any term or condition of this Agreement shall not be deemed or construed to be a waiver of such term of condition for the future, or any subsequent breach thereof.

10.4 This Agreement shall be governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the Indian courts in Bangalore.

10.5 Neither party shall be in default of any obligation by reason of any failure to perform or delay in performing due to unforeseen circumstances or to causes beyond such party's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods.

10.6 All notices (including address change notices) will be in writing and will be sent to the registered address or such other address as the recipient may designate by notice given in accordance with this clause.

10.7 If any provision or part of this Agreement is found by a court of competent jurisdiction or other competent authority to be illegal or unenforceable, it will be enforced to the maximum extent permissible, and the remainder of this Agreement will remain in full force and effect to the fullest extent permitted by law and the parties hereto agree to replace the illegal or unenforceable provisions with valid provisions which are as close as possible to the illegal or unenforceable provisions in their respective meaning, purpose, and commercial effect.

10.8 The headings in this Agreement are for reference purposes only and will not affect the meaning or construction of the terms of this Agreement.

10.9 This Agreement constitute the sole and exclusive statement of the terms and conditions hereof and supersede any prior discussions, writings and negotiations thereto.

10.10 ESP reserves the right to change the standard terms of eSign Services.

10.11 ASP may not assign or otherwise transfer this agreement without the prior written consent of eMudhra.

10.12 Each Party agrees that it has reviewed carefully the terms and conditions of this Agreement, has understood the terms and their interpretations and voluntarily agrees to accept each and every provision of this Agreement.

IN WITNESS WHEREOF we agree to these terms and consider to have executed this by the duly authorized officer of the organization.

SIGNED & DELIVERED FOR & ON BEHALF OF ASP:

Name: _____

Designation: _____

Organization: _____

Signature: _____