

UNDERTAKING

I, -----, Indian Inhabitant, aged around --- years, residing at -----, authorized signatory for the **(Developer/ Organization Name)**, being a Company incorporated and registered under the Companies Act, 1956/2013 (CIN No. ----, GST. No. ----, PAN No) and having its registered office

at ----- (hereinafter referred to as the “**said Developer/ Department/ Organization**”) and authorized vide Board Resolution dated , do solemnly affirm and state as under:

- I. I/We state and submit that the said Developer/ Department/ Organization has created the Application named “-----” for the purpose of (hereinafter referred to as “**said Mobile Application/ Application**”) duly registered under the Copyright Act, 1957.
- II. I/We state that we are desirous of the said Application being hosted on the Mobile Seva App Store, created by Centre for Development of Advanced Computing (C-DAC) I/We state that we confirm that the said Mobile Application shall be hosted by C-DAC on its Mobile Seva App Store and shall remain therein; subject to the following events:
 - a. The said Developer/ Department/ Organization fails to comply with its financial obligations towards the hosting of the said Application by C-DAC;
 - b. Occurrence of malfunctioning of the said Application, which has not been rectified by the said Developer/ Department/ Organization, inspite of C-DAC/App Users intimation on the same;
 - c. C-DAC, using its sole discretion, wishes to remove said Application for the Mobile Seva App Store and terminates the relevant agreements, undertakings etc... with the said Developer/ Department/ Organization towards the same.
- III. I/We state and affirm that this Undertaking is legal and binding upon us and that we undertake to comply with the same with respect to C-DAC hosting our Application on its Mobile Seva App Store.
- IV. The said Developer/ Department/ Organization will/ has provided the below details of the said Application as follows:
 - 1) Department/Organization/Developer Details:
 1. Name:
 2. Postal Address:
 3. Email-ID:
 - 2) Contact Person Details:
 1. Name:
 2. Phone:
 3. Email-Id:
 - 3) Mobile Application(App.)Details:
 - I. Name*:

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No letterhead is mandatory for Individual Developer

- II. Platform*:
- III. Description*:
- IV. Version*:
- V. Application Category*:
- VI. Application Icon*:(Pl. provide image)
- VII. APK File* :(Name of the apk file)
- VIII. VAPT Audit Certificate (Recommended):
- IX. Linked to any Third Party Application(s) (Payment Gateway/UIDAI/PAN)*:

V. The said Developer/ Department/ Organization also undertake/declare the following that they:

- A)** hereby declare that abovementioned mobile application which has been submitted to C - DAC, Mumbai for being hosted on Mobile Seva App Store has been developed for public services.
- B)** affirm that there is no plagiarism or copying, either partially or entirely, from someone else's designs and/or works and shall comply with the relevant laws and guidelines implemented as well as the Code of Ethics, as stated in the Information Technology Act, 2000 and the subsequent rules.
- C)** state, submit and affirm that the content published by them on their Application is as per the guidelines provided by the Ministry of Information and Broadcasting, Government of India and display such ratings of the content as may be deemed necessary by the said Ministry.
- D)** affirm that there are no illegal or unlawful contents or activities uploaded and/ or distributed on the app.
- E)** state and affirm that they shall implement and provide details of Grievance Officer, appointed for the purpose of addressing the grievances faced by the users/ customers of the said Mobile Application, advertising the contact details on their said Mobile Application.
- F)** provide its/their Consent to C-DAC Mumbai for hosting the above application on Mobile Seva AppStore.
- G)** declare/s and agree/s with all the conditions as specified below:
 - 1. In case of any modification related to application/contact details they shall be responsible to report it to Mobile Seva/ C-DAC, Mumbai at the earliest in writing.
 - 2. The Developer/ Department/ Organization shall be responsible for any complaints/ grievance/ issues related to the App and will address them at the earliest and will also be responsible for reporting such matter to C-DAC, Mumbai in writing.
 - 3. C-DAC has the right to unilaterally remove and/or not to publish the application from the AppStore, effective immediately, if:-
 - a)** The Developer/Organization/Department doesn't enjoy a good standing(committing

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Breaches in security policy/involved in Malicious activity/ acting in contravention to the laws implemented in India),

- b)** Person or entity that is barred from creating, designing, providing services to the public in regards to the application/software under the laws of India or any other country,
- c)** The application has or develops security or privacy threat of any kind,
- d)** The app is generating obscene or unlawful content,
- e)** The app contains activities that tend to be violating any law or terms stated under the laws of India.

4. Privacy Policy

- i.** The said Department/ Developer/ Organization state, submit and affirm that it is responsible for informing Customers about the privacy policy regarding the app in writing.
- ii.** The privacy policy must-
 - a) Comply with applicable laws and regulations,
 - b) Contain information about how user information is accessed, collected, shared or transmitted in or by the App,
 - c) Describe the controls that users have over the use and sharing of their information,
 - d) Describe how user may access his/her information.

5. Third Party Rights

- a)** The Application will not infringe or misappropriate any intellectual property or personal right of any third party. The Department/ Developer/ Organization undertakes the responsibilities for securing, reporting, and maintaining all necessary rights and clearances and shall be solely responsible and liable for breach of the same.
- b)** The Department/ Developer/ Organization undertakes to provide and shall provide the assurance that the submitted Application in AppStore will not harm, disrupt, damage, or access the devices, servers, networks, apps, data, or services in any unauthorized manner. This includes, but is not limited to:- App Store users, third parties.

6. Indemnity

The Department/ Developer/ Organization undertakes and will indemnify, defend or hold Mobile Seva App Store/C-DAC safe from any loss, claim, liability, damage, action or cause of action (including reasonable attorneys' fees) that arises from any claim relating to any Content, or from any breach of law.

7. Malicious Activities

- a)**) The Department/ Developer/ Organization undertakes that it will not allow and upload content that harms, interferes with the operations of, or accesses in an unauthorized manner, networks, servers, or other infrastructure through the Application.
- b)** The Department/ Developer/ Organization confirms the below for the present time

and in the future as well, that:

- The App doesn't transmit or link any viruses, worms, defects, Trojan horses, malware, spamware or any other items that may introduce security vulnerabilities to or harm user devices, AppStore, apps, or personal data.
- The Application does not collect information (such as the user's location or behavior) without the user's knowledge (spyware) & consent.
- This Application is secure from malicious scripts and password phishing scams.
- The Application after download from Mobile Seva App Store cannot modify, replace or update its own APK binary code using any method other than Mobile Seva AppStore's update mechanism.
- After Downloading the Application (or its components or derivative elements) cannot make changes to the user's device outside of the app without the user's knowledge and consent.
- The Application does not encourage, incentivize, or mislead users into removing or disabling third-party apps except as part of a security service provided by the application.

8. Other Security and Backup

- a)** The Department/ Developer/ Organization states, submits and affirms that it is responsible for properly configuring and using the Service Offerings and taking its own steps to maintain appropriate security, protection and backup of the application/content, which may include the use of encryption technology to protect, content from unauthorized access and routine archiving.
- b)** Log-in credentials for Mobile Seva AppStore are for internal usage only and the said Department/ Developer/ Organization will not sell, transfer or sub-license them to any other entity or person. The Application does not display(via text, images, video, or other media) or links to:
- I) Illegal content,
 - II) Invasions of personal privacy or violations of the right of publicity,
 - III) Content that interferes with the functioning of any servers, networks, or services of other parties,
 - IV) Promotions of hate or incitement of violence.

9. Hate Speech

The Application doesn't contain contents advocating against groups of people based on their race or ethnic origin, religion, disability, gender, age, veteran status, or sexual orientation/gender identity, nor does it contain seditious contents.

10. Personal and Confidential Information

There is no unauthorized publishing or disclosure of people's private and confidential information, such as credit card numbers, government identification numbers, communication carried out etc.. against Indian Law, nor will the Developer/ Organization/ Department create such software/ application which will perform the here mentioned

functions.

11. Gambling

No content or services that facilitate online gambling, casinos, sports betting and lotteries, or games of skill that offer prizes of cash or other value.

12. Network Usage and Terms

The Application does not create unpredictable network usage that has an adverse impact on a user's service charges or an Authorized Carrier's network.

13. Support

The Department/ Developer/ Organization undertakes and will provide reasonable technical and product support for the Application as requested by end users or AppStore team. The technical support will include levels of availability, response times and technical skills that are at least equivalent to those for the support. Responses will be provided within 24 hours to any support request which is identified as critical, and in all other cases within five business days of request.

14. Breach committed by the Department/ Developer/ Organization :

The Department/ Developer/ Organization acknowledge that in the event of any breach committed by the said Department/ Developer/ Organization, the breach will have to be mandatorily rectified by the Department/ Developer/ Organization failing which, C-DAC, Mumbai shall be entitled to terminate the relevant agreement with the said Department/ Developer/ Organization with immediate effect and shall be entitled to seek legal recourse, as may be elaborated in the relevant Agreement and/or as advised to them, as per the relevant laws.

VI. I/We state/declare and submit that the contents mentioned above are true and correct and nothing is concealed in any manner whatsoever.

VII. If any information/ undertaking furnished is found to be incorrect/ false, or if the same is not complied with, in that event I/we shall be liable for the penal actions as provided under the relevant laws.

VIII. I/we shall be personally held liable and responsible for all acts of omission and commission.

Date:

Name:

Signature & Stamp: