

tickLinks - User Agreement

This agreement, 'User Agreement', sets forth legally binding terms for your use of tickLinks.

tickLinks is a website and mobile application that provides access to a curated and community ("Community") generated collection of educational resources, which are both links to third-party resources, as well as original resources. tickLinks is a free-of-cost resource, meant to provide digital educational facilities for low-income and government school teachers and children, and is supported by a charitable trust 'Open Links Foundation', registered in the state of Maharashtra, India.

You are authorized to use tickLinks if you agree to abide by all applicable laws of India (as well as the country from where you are accessing tickLinks), and to these User Agreement.

By using tickLinks, you agree to be bound by this Agreement, whether you are a 'Visitor' (which means that you simply browse tickLinks) or you are a 'Member' (which means that you have registered with tickLinks). The term 'User' refers to a Visitor or a Member.

1. Acceptance

By visiting tickLinks or using or any of its products or services (collectively the 'Service') you signify your agreement to (1) this 'User Agreement', (2) tickLinks Privacy Policy (3) Community guidelines in Annexure 1. If you do not agree to any of these, please do not use the Service.

These User Agreement apply to all Users of the Service, including Users who are also contributors of Content on the Service.

These User Agreement <https://www.tickLinks.com/terms> set out the legally binding terms of your use of tickLinks and may be modified by tickLinks at any time and without prior notice, such modifications to be effective upon posting by tickLinks on the website.

Nothing in these User Agreement shall be deemed to confer any third-party rights or benefits. You agree not to copy, sell, resell, and duplicate any part of tickLinks's Services & solutions for commercial purposes.

tickLinks reserves the right to discontinue any aspect of the Service at any time.

2. Content

"Content" includes digital material you may view on, access through, or contribute to, the Service, including but not limited to:

- a) text, documents and form content
- b) graphics, images and photographs
- c) music and audio recordings
- d) videos
- e) comments by Users
- f) links to third-party content, which could be any of the above

You are allowed to upload original Content as well as links to third-party Content on tickLinks subject to the constituent contents adhering to the provisions defined in this User Agreement.

Fully original Content, 'Original Content' consists of Content that you own or have the necessary licenses, rights, consents, and permissions to publish.

'Links to Third-party Content', consists of Content available on other websites, and the contribution of Content in this case consists of identifying and uploading a link to the third-party Content.

3. Use of the Service

tickLinks grants you permission to access and use the Service as defined in these User Agreement, provided that:

You agree not to copy or distribute any part of the Service or the Content without tickLinks's prior written authorization, unless tickLinks makes explicitly available the means for such reproduction or distribution.

You agree not to alter or modify any part of the Service. You also agree not to use the Service for any commercial use. You agree not to use any automated system to access the Service without prior written permission from tickLinks.

You agree not to collect any personally identifiable information, including User or account names, from the Service, nor to use the communication systems provided by the Service (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit any Users of the Service with respect to their Content.

In order to access certain features of the Service, you will have to create an account on tickLinks. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify tickLinks immediately of any breach of security or unauthorized use of your account. You may never use another User's account.

tickLinks will not be liable for any losses or mala-fide posts caused by any unauthorized use of your account.

4. Third-party services

The Service may contain links to third party websites. tickLinks has no control over, and assumes no responsibility for, the content, privacy policies, or practices of such third party websites. tickLinks also cannot censor or edit the content of any third-party site. By using the Service, you expressly relieve tickLinks from any and all liability arising from your use of any third-party website accessed through, or referred by tickLinks.

It is your responsibility to be aware when you leave the Service, and to read and adhere to the terms and conditions, privacy policy and guidelines of other websites you visit.

5. Use of Content

You may access the Content for your information and use solely as intended through the provided functionality of the Service, and as permitted under these User Agreement. You shall not download or print any Content unless you see "download", "print" or similar links displayed by tickLinks on the Service for that Content.

You shall not copy, reproduce, make available online or electronically transmit, publish, adapt, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of tickLinks or the respective licensors of the Content. tickLinks and its licensors reserve all rights not expressly granted in and to the Service and the Content.

You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein.

You understand that when using the Service, you will be exposed to Content from a variety of sources, and that tickLinks is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content.

You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against tickLinks with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless tickLinks, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Service.

6. Contribution of Content

You may contribute and submit Content to the Service. You understand that this is in public domain, and there is no confidentiality with respect to any Content you submit.

You shall be solely responsible for your Original Content, and also the consequences of submitting and publishing any Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Original Content that you submit.

You retain all of your ownership rights in your Original Content, under a Creative Commons Attribution (CC BY) license.

You also hereby grant each user of the Service the right under a Creative Commons Attribution Non-commercial (CC BY NC) license, to access your Original Content through the Service, and to use, modify, reproduce, distribute, display, publish, make available online or electronically transmit, and perform such Content as permitted through the functionality of the Service and under these User Agreement.

The above licenses granted by you in Original Content you submit to the Service terminate within a commercially reasonable time after you remove or delete your Original Content from the Service. This is subject to the Content not having been approved by other Users in the Community, after which Content can be deleted only by placing a request for deletion. This request will need to be approved, only after which the Content will be actually deleted.

You understand and agree, that tickLinks may retain, but not display, distribute, or perform, server copies of Content that have been removed or deleted.

The above licenses granted by you in User comments and actions you submit are perpetual and irrevocable.

You further agree that Original Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material, or you are otherwise legally entitled to post the material.

Any Original Content submitted, as well as Links to Third-party Content should not have Content that could be harmful or dangerous in nature, be fraudulent or with malicious intent, hateful or violent in narration or depiction, be misleading or mis-informative, or have any inaccurate, offensive, indecent, or objectionable material. You also undertake to ensure that Content submitted should be relevant to educational topics in the Service, and not to submit any Content that is spam, or unsolicited or undesired in nature, including advertising Content.

You further agree that you will not submit to the Service any Content or other material that is contrary to the tickLinks Community Guidelines, which may be updated from time to time. You will also not submit any Content that is contrary to applicable local, national, and international laws and regulations.

tickLinks does not endorse any Content submitted to the Service by any User or other licensor, or any opinion, recommendation, or advice expressed therein, and tickLinks expressly disclaims any and all liability in connection with Content.

tickLinks does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and tickLinks will remove Content if properly notified that such Content infringes on another's intellectual property rights. tickLinks reserves the right to remove Content without prior notice.

7. Account Termination

tickLinks may terminate a User's access to the Service for any infringement of conduct under these User Agreement.

tickLinks reserves the right to decide whether Content violates these User Agreement for reasons other than copyright infringement, such as, but not limited to obscenity, inappropriate behavior or undue comments.

tickLinks may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a User's account for submitting such material in violation of these User Agreement.

8. Intellectual Property Rights

You agree that tickLinks owns all rights to the visual design and layout, as well as internal proprietary software of the Service. tickLinks claims no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours. You may not use any robot, spider, other automated device, or manual process to monitor or copy any content from the Service. You may not resell, duplicate or reproduce or exploit any part of the Service without the written consent permission of tickLinks. You may not duplicate, copy, or reuse any portion of the visual design or layout of the Service without the prior written permission from tickLinks.

9. Information Disclosure

To the extent required or permitted by law, tickLinks may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.

10. Disclaimer of Warranties

You understand agree that the Services are provided on an "AS IS" and "AS AVAILABLE" basis and that tickLinks does not assume any responsibility for prompt or proper delivery of services. tickLinks does not warrant that its websites will operate error-free or free of computer viruses or malfunctioning or harmful mechanisms.

All the contents of the Service are only for general information or use. Such information does not constitute advice, and should not be relied upon in making or deriving decisions.

Any specific advice or replies to queries in any part of the Service are the personal opinion of Users, and are not subscribed to or endorsed by tickLinks. This website assumes no responsibility for the validity of any communications between Users.

tickLinks expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. tickLinks makes no warranty that the Service will meet your requirements, and that the Service will be uninterrupted, timely, secure or error-free.

Certain links on tickLinks lead to resources located on servers maintained by third parties over whom tickLinks has no control or connection, business or otherwise as these sites are external to this website you agree and understand that by visiting such sites you are beyond this website. tickLinks therefore neither endorses nor offers any judgment or warranty and accepts no responsibility or liability for the authenticity/availability of any of the information or for any damage, loss or harm, direct or consequential or any violation of local or international laws that may be incurred by your visit to these sites.

Any material downloaded or otherwise obtained through the use of this website is done at your discretion and risk that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

11. Limitation of Liability

You agree that tickLinks shall, in no event, be liable for any consequential, incidental, indirect, special, punitive or other loss or damage whatsoever or for any financial loss, interruptions, computer failure, loss of information, or other loss arising out of or caused by your use of or inability to use tickLinks.

The Content on tickLinks are added and approved by Users in the Community. tickLinks does not verify, claim or guarantee authenticity of such information. tickLinks is not liable for any acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting there from. tickLinks will have no liability and will make no financial compensation in the event of any delay in using the Services or issues with the Content.

tickLinks makes no representations or warranties as to the completeness or accuracy of the Content. The service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, tickLinks shall not be liable for any damages arising from such causes beyond the direct and exclusive control of tickLinks. tickLinks's liability for its own negligence may not in any event exceed an amount equivalent to charges, if any, paid by the User for services during the period damages occurred. In no event shall tickLinks be liable for any special or consequential damages, loss or injury.

12. Indemnity

Users agree to indemnify and hold tickLinks, its parent organization ("Open Links Foundation"), its affiliates, and each of their trustees, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any User Content, any third party software or Content posted or shared on or through tickLinks, by use of tickLinks, by User conduct in connection with tickLinks or with other Users, or any violation of this Agreement or of any law or the rights of any third party.

13. Applicable Laws

All matters relating to your access to and use of the tickLinks site shall be governed by the laws of the Republic of India. Users hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Pune, India in all disputes arising out of or relating to the use of tickLinks.

ANNEXURE 1 – COMMUNITY GUIDELINES

Behavioural Guidelines

Do not use tickLinks to promote yourself, your website, your mixtape, or your organization.

Contributors have different views, perspectives, and backgrounds, sometimes varying widely. Treating others with respect is key to collaborating effectively in building an encyclopedia.

Many new contributors lack knowledge about tickLinks policies. Nevertheless, always understand that new contributors are prospective "members" and are therefore our most valuable resource.

A block is not a punishment but a way to prevent disruption. Blocked users should understand the reasons for the block and convince administrators that they won't disrupt the project if they are unblocked.

When notifying other editors of discussions, keep the number of notifications small, keep the message text neutral, and don't preselect recipients according to their established opinions. Be open!

Playing games with policies and guidelines in order to avoid the spirit of consensus, or thwart the intent and spirit of policy, is strictly forbidden.

Links that contain privacy violations or malicious harassment should be avoided. Links in articles are a matter for sound editorial judgement.

Threats of harm (including self-harm) should be treated seriously and reported to the Wikimedia Foundation and to administrators.

Reviewing consists of determining whether a new revision is broadly acceptable for public view, and if not, editing the article to obtain an acceptable revision.

.

Adding Content Guidelines

The content should be well presented so that it is easily readable on phone.

Keep the content focussed on the subject, chapter and topic.

Do not put many similar articles under the same period. Define these as similar links – so that the teacher can access these if relevant.

Non-free content—including all copyrighted content— must not be used.

Duplicating the work of others without proper attribution is unethical and can bring the project into disrepute. Give credit where it's due.

When using images of logos, care must be taken about copyright, trademark and editorial concerns.

Editing Guidelines

A teacher or student should easily find content. The content should be layered (or stacked) so that the teacher can see more content based on their preference.

Merge links – which are similar – to reduce clutter. While merging links – make sure – that the links which are kept on top layer - depict the idea best in the context of the subject.

Flag and Delete links which are not useful or relevant.