AAROGYA SETU OPEN API TERMS OF SERVICE

In order to access or use the Aarogya Setu API (API), you must agree to the terms of service set out below. In addition, with regard to specific API, additional terms may be prescribed to govern the use of those API which shall be in addition to the terms specified herein. In the event of a conflict, the terms governing the specific API will prevail over these general terms of service.

The terms set out below, the additional terms set out in relation to specific APIs, the accompanying API documentation, and any applicable policies and guidelines related to the APIs shall be collectively referred to as the "Terms" and shall collectively operate to bind anyone who uses the APIs.

1. INTRODUCTION

Aarogyasetu Open API Service is offered to organizations,entities, who are registered and have their operations in India. Using the service, the organizations can query the Aarogyasetu Application in real-time and get the health status of their employees or any other Aarogyasetu User, who has provided their consent for sharing their health status with the organization,entity. The organizations,entities, can integrate the Open API in their respective Applications or services and leverage its benefits. The Open API shall only provide the health status of a registered Aarogyasetu User (with User's consent), no other personal data shall be provided through the API. The organizations,entities availing the Open API service shall ensure that they adopt all reasonable security practices to secure the API Communications, Keys and related ICT Infrastructure and services at their end. They should ensure that the API is not abused,misused and they should abide by the privacy policy, Open API terms of Service, data access and knowledge sharing protocol of Aarogyasetu.

2. ELIGIBILITY

The following eligibility conditions should be satisfied to avail the Aarogyasetu OPEN API services:

1. The Organization/Entity should be registered in India and they should have an operational presence in India.
2. The Total Employees/Customers/Users, of the Organization/Entity, whose health status needs to be checked through OPEN API, should be more than 50.
3. Undertaking (Ref. Section 16) to be submitted by the Board/Managing Director/Chief Executive Officer/ Head of the Organization/Entity, stating their unconditional compliance with the Aarogyasetu OPEN API terms of service.
4. Register for OPEN API :
    1. Using an email address, whose domain matches the company's official domain/website (for ex: if company's official website is abc.com, then the email id used for registration should be @abc.com) or

2. The email ID used for registration should be explicitly mentioned in the company's official website.

3. REGISTRATION

In order to access the APIs you will be required to provide identification information and contact details as part of the registration process. The Organization/entity, requesting such access, shall ensure the following :

1. The Head of the Organization or a Senior Official from the organization, who is authorized by the Organization, should Register on the Portal on behalf of their Organization.
2. The Registration/Sign-up on the Open API Portal should be done using the Organization's official email ID (refer. Clause 2-4).
3. The Details submitted by the Organization shall be verified, upon verification, the organization shall be authorized to use the service.
4. If any information provided is found to be false or incorrect or inadequate, then the registration may be cancelled at any point of time.

4. ACCESS

You agree to only access (or attempt to access) any of the APIs in the manner described in the API documentation. If the Government of India has assigned any developer credentials to your organisation, such credentials must only be used in relation to the applicable APIs. You must not misrepresent or obfuscate your identity or the identity of your API Client when using an API. You shall not share or disclose your API Keys or User details or anyother API related information to anyone outside your organization.

You agree that all information accessed through the API will only be used for the purpose of ascertaining the risk that your employees or customers or users, might have been exposed to COVID-19 and/or for management of COVID-19 in your extended workplace and shall confirm that you have put in place appropriate organisational and technological measures to ensure compliance with this obligation. You shall also confirm that you are committed to protecting the privacy of your employees, customers, users and persons that they might have come in contact with and confirm that the you have put in place appropriate organisational and technological measures to ensure the same. Any registration information provided to the Government of India shall be accurate and up to date and shall be promptly updated when changed. The registration can be carried out through a self-service portal, available at : https://openapi.aarogyasetu.gov.in

5. CONSENT

Any application (API Client) that you develop that uses the Aarogya Setu APIs to access and collect data from the Aarogya Setu app and/or Servers shall be designed so that it cannot access and collect personal data without the explicit consent of the user. Users shall be offered the option to provide their one-time consent, consent till cancelled or consent upto a specified date range. If any aarogyasetu user does not consent to the sharing of his/her health status, though the OPEN API, then you must ensure that such user is provided with other alternate methods by which he/she can avail of the services offered by your organization/entity.

6. PURPOSE, USE AND RETENTION

Prior to seeking user consent, you must inform each user of the specific purpose for which the data will be used, the period of time for which it shall be retained and the manner in which it shall be deleted. Once collected you shall only use the data for the stated purpose and delete it on or before the expiry of the retention period. All API Clients shall be designed to only collect as much data as is strictly necessary to achieve the stated purpose and to delete such data as soon as possible after such purpose has been served. For the avoidance of all doubts no API Client shall be designed to use the data for a purpose unrelated to the management of COVID-19 nor shall the period for which the data is retained by the API Client exceed the data retention provisions set out in the Aarogya Setu Privacy Policy and Aarogyasetu data access and knowledge sharing protocol. You shall ensure that you generate and maintain auditable logs of the Aarogya Setu data collected and processed by the API Client and shall, on demand, make such logs available to the Government of India. The organization/entity, availing the open API service, shall not charge any fee from its employees/users/customers, for providing the Aarogyasetu Health status check feature and also the Open API Service should not be used for any commercial advertisements or marketing or analytics.

7. SECURITY

You will use all commercially reasonable efforts to protect the user data collected by the API Client from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law. To the extent possible the API client should follow the anonymisation principles incorporated into Aarogya Setu. API communication should be done using transport layer encryption. API Keys should not be exposed in plain text. The API Keys allotted to one organization/entity, should not be shared with anyone else. In case of any compromise of the API Key, then the same should be immediately reported to : openapi.aarogyasetu@gov.in .The data collected through the Open API, shall be stored within India only and shall not be shared with any other organizations/ entities.

8. API LIMITATIONS

The Government of India will, from time to time, sets limits on the number of API requests that you may make and/or the number of users that you can serve, as well as other limitations as appropriate. You shall not circumvent or attempt to circumvent these limitations. If, for any reason you need to use any API beyond these limits, you must first apply to the Government of India for permission to do so and shall only exceed these limitations to the extent expressly permitted.

9. RE-DISTRIBUTION

You shall not re-distribute any data that you are able to access through the API and shall ensure that your integration of all such data shall compulsorily be limited to the specific services provided by the API Client for the purposes of management of COVID-19 and notification of the potential exposure to COVID-19. Under no circumstances shall you access data through the API for the purposes of sharing it with any other person whether or not such person has authorised you to do so on their behalf.

10. UNAUTHORISED USE

You agree that you will not do anything to throttle, engineer a denial of service, or in any other manner impair the performance or functionality of the Aarogya Setu service. You

agree that you will not use the APIs for any purpose for which it was not intended. You agree to comply with the Aarogya Setu Privacy Policy.

11. YOUR USERS

You must publish detailed terms of service along with the API client and require users of the API Client to comply with these Terms, to the extent that they are applicable to them together with all applicable laws and regulations.

12. DISCLAIMER

The APIs are being made available on an "as-is" basis. All services such as those provided by these APIs are never wholly free from defects, errors and bugs, and the Government of India provides no warranty or representation to that effect or that the APIs will be compatible with any application, or software not specifically identified as compatible. The Government of India specifically disclaims any implied warranties of fitness for a particular purpose or non-infringement. The functioning of the APIs are dependent on your compliance with these Terms. Accordingly, the Government of India disclaims all liability on account of any such non-compliance.

13. TERMINATION

You can terminate your use of the APIs at any time with or without notice. However, in order to terminate the Terms, you must provide the Government of India with prior written notice of such termination and from the effective date of such termination, provide to the Government of India confirmation that you have ceased to use of the APIs. The Government of India can terminate these Terms as against you or discontinue your right to use any one or all of the APIs or any portion or feature thereof without cause and at any time without liability or other obligation to you. Upon such termination you will immediately stop using the API and on the request of the Government of India, delete any data collected using the API. In case of any non-compliance or submitting any false information or violation of the aarogyasetu open api terms of service or misuse of the service, then it would result in appropriate legal action to be initiated.

14. SUPPORT

For any support related technical queries or in case of any defects or bugs in the APIs , then it can be sent to openapi.aarogyasetu@gov.in The Government of India will make every endeavour to address the reported technical queries, bugs and defects.

15. GOVERNING LAW

These Terms shall be governed by the laws of India.

16. UNDERTAKING

On behalf of my organization/entity, I confirm that, we have read and understood, the following documents and agree to abide by them in letter and spirit :

1. Aarogyasetu OPEN API Terms of Service (https://openapi.aarogyasetu.gov.in/tandc)
2. Aarogyasetu Privacy Policy (https://web.swaraksha.gov.in/privacy)
3. Aarogyasetu Data Access and Knowledge Sharing Protocol (https://meity.gov.in/writereaddata/files/Aarogya_Setu_data_access_knowledge_Protocol.pdf)

I understand, that in case of any non-compliance by my organization/entity or its employees, then Government of India can initiate necessary legal proceedings/action.