

## Terms of Use

Your use of the products and/or features and/or services offered by Asian School of Cyber Laws, its subsidiaries, affiliates, licensors, associates and partners including (hereinafter collectively referred to as “ASCL”) through the website [www.coin.org.in](http://www.coin.org.in) (hereinafter referred to as the “Website”) is subject to these Terms of Use (hereinafter referred to as "Terms").

We reserve the right to alter or modify these Terms at any time without giving prior notice to you. Your use of the Website constitutes your unconditional acceptance of these Terms. We also reserve the right to post supplementary conditions for any services that may be offered through the Website. In such an event, your use of those services will be governed by these Terms as well as any such supplementary Terms that those services may be subject to.

When you register with us, you must signify your acceptance of these Terms by checking the check box in the online registration form on the Website signifying your acceptance of these Terms. If you do not agree to these Terms or any future alterations or modifications to these Terms you must immediately discontinue use of the Website and any services offered by it. You are also free to discontinue use of the Website at any time by intimating us of your desire to do so by emailing us at [info@coin.org.in](mailto:info@coin.org.in) and we will strive to cancel your subscription and delete your account with us within 7 days of receiving such email. You agree and acknowledge that you will be deemed a subscriber to the Website and be bound by these Terms till we have completed your deregistration process and communicated to you a confirmation of the same.

If any of these Terms is determined to be unlawful, void, or unenforceable for any reason by any judicial or quasi – judicial body in India, it will not affect the validity and enforceability of the remaining Terms. Our failure to act with respect to a breach of any of these Terms by you does not waive our rights to act with respect to any later or similar breaches.

We reserve the right to suspend or terminate your access to all or any of the features accessible through the Website at our sole discretion at any time without giving you prior notice. We also reserve the right to suspend, add, modify or discontinue any or all services available on the Website at our sole discretion at any time without giving you prior notice. In such an event, you agree and give your consent to the fact that we will not incur any liability to you or any third party.

## **Description of Website**

The Website is an online platform designed to assist entities seeking to contain or investigate cyber crimes by facilitating those entities to do the following:

1. To easily identify which provisions of the Information Technology Act are applicable to what cyber crimes;
2. To facilitate, *inter alia*, investigation of social media crimes crime, email crimes, web defacement, 419 fraud, ransomware, phishing / spoofing, online cheating and credit / debit card fraud;
3. To provide detailed checklists for identification, collection, acquisition, and preservation of potential digital evidence as per the standards prescribed by ISO/IEC 27037;
4. To provide a step-by-step online guide for conducting cyber forensic analysis of computers, mobile phone forensics and portable GPS systems at real time;
5. To make available a digital library accessible at all times providing Best Practices, Standard Operating Procedures, Manuals and Sample certificates under section 65B of the Indian Evidence Act relating to collection, analysis and presentation of electronic evidence;
6. To provide a toolkit to facilitate online investigation in cyber crime cases;
7. To allow users around the world to collaborate with the objective of conducting successful cyber investigation;
8. To provide a comprehensive database on suspect email addresses, websites, IP addresses, people and organizations;
9. To provide users to stay updated with the latest threats, threat models, vulnerabilities, exploits, cyber crimes and hacks;
10. To provide a team of recognized experts who can be called upon to assist in cyber crime cases.

## **Content**

All content and material on the Website including but not limited to information, images, marks, logos, animation and softwares (collectively referred to as “Content”) are protected by applicable intellectual property laws.

Any use of the website without consent for any unintended purpose like advertisement, publicity or any other purpose will be considered an infringement of our proprietary and

intellectual property rights and will make you liable for legal action and claim for compensating ASCL.

You may not yourself or through a third person or through any automated program commit any act, implied or express, which violates any intellectual property right including copyright and trademark rights in any Content. If you would like to use any of the Content on the Website, you will do so only after obtaining specific permission from ASCL.

The Website contains third party Content or Content posted by other Users. In such case, we do not guarantee the accuracy, integrity or quality of such Content. You agree that if you rely on such Content, you do so solely at your own risk and liability.

Intellectual property rights in Content not belonging to us belong to the respective owners and any claims arising out of such content must be directly addressed to the respective owners.

The Website may contain links to third party websites. If you visit any such website, you will be subject to terms and conditions posted on it. We neither control nor are responsible for Content on such sites. The fact of a link existing on our Website to a third party website is not an endorsement of that website by us.

You understand that activities on such third party websites are solely between you and such third parties. You understand and acknowledge that we will not be liable for any loss or damage you may incur as a result of any of your transactions with such third parties.

### **Your Responsibilities**

You are legally responsible and liable for all of your activities on the Website.

You may not frame the Website. You may not impose editorial comment, commercial material or any information on the Website or alter or modify Content on the Website, or remove, obliterate or obstruct any proprietary notices or labels.

By viewing or using the Website or availing of any Services or using communication Services including but not limited to chat rooms, email services or any other real time or non instant messaging facility provided by the Website, you acknowledge that you may be exposed to content posted by other users which you may find offensive, objectionable or indecent. You agree that we will not incur any liability for the same.

During the registration process, you will be required to choose an electronic mail address as a login name and a password and give us your contact details including your name, postal address, email address, telephone number(s). You undertake that you will update this information and keep it current. You acknowledge that we may, at any time require, verify the correctness of this information and in order to do so may require additional documentary proof from you failing which we reserve the right take whatever action we deem appropriate with regard to your registration with us.

You may not choose a login name that violates any person's intellectual property or proprietary rights.

You may not create a login name or password or upload, distribute, transmit, publish or post through or on the Website or through any service or facility including any instant or non – instant messaging facility provided by the Website, Content which is libelous, defamatory, obscene, intimidating, invasive of privacy, abusive, illegal, harassing or which contains expressions of hatred, racial discrimination, pornography or are otherwise objectionable, or which would constitute incitement to commit a criminal offence, violate the rights of any person, or violate any law.

Your login name or Content may not disparage in any manner ASCL or any of its sponsors, products, Services, or websites.

You may not upload, distribute, or publish through the Website, Content which may contain viruses or computer contaminants (as defined in the Information Technology Act 2000 in force in India) which may interrupt, destroy, or limit the functionality or disrupt any software, hardware, or other equipment.

You may not, through any service or facility including any instant or non – instant messaging facility provided by the Website, promote the Services of any third party including websites that may be providing Services similar to the Website.

You may not intentionally disrupt other users or discussions by repeatedly posting the same message or through excessive posts with any messaging facility or bulletin board services, if any, provided on the Website.

You may not impersonate another person or user, attempt to get a password, other account information, or other private information from a user, or harvest email addresses or other information from the Website.

You may not host, intercept, emulate or redirect proprietary communication protocols, if any, used by the Website regardless of the method used, including protocol emulation, reverse engineering, modifying the Website or any files that are part of the Website. You may not add unauthorized components, create or use exploits, bots, hacks or any other third-party software designed to modify the Website or use any third-party software that intercepts, mines or otherwise collects information from or through the Website or through any Services.

You may not purchase, sell, trade, rent, lease, license, grant a security interest in, or transfer your user account or any other attributes appearing in, originating from or associated with the Website or by using any Services.

You understand and agree that you are solely responsible for all Content posted, transmitted, uploaded or otherwise made available on the Website by you. You certify that you own the intellectual property rights in all such Content.

By submitting Content to the Website, you agree to grant us a royalty-free, world-wide, non-exclusive, and assignable right to use, copy, reproduce, modify, adapt, publish, edit, translate, create derivative works from, transmit, distribute, publicly display, and publicly perform your Content and to use such content in any related marketing materials produced by us or our affiliates. You understand that you do not obtain any rights, legal or equitable, in any material incorporating your Content.

### **Subscription and Membership**

Accessing the various features/services available on the Website may require you to pay a subscription fee, as described in the specific terms and conditions in this section. When you avail of such Services, you agree to pay such subscription fee as applicable.

We reserve the right to change the amount of such subscription fee at any time and you agree to accept such changes unconditionally. Any applicable tax, levy or cess on membership charges will be borne by you.

Your participation as a member on the Website signifies that you agree and consent to the following:

1. To be eligible to register as a member of the Website, you represent and warrant that you have the legal capacity to enter into an agreement.
2. Your registration on the Website is restricted to a single user account that will be used by you to avail of the services provided on the Website. You are prohibited from creating, uploading or using multiple user IDs or profiles for registering on the Website.
3. You agree and acknowledge that we will take all steps necessary to determine whether your membership with us is in accordance with the terms and conditions laid down herein.
4. You will be liable to comply with any applicable law while registering on the Website. You agree to indemnify us against any claims, expenses or liabilities by any person or entity arising out of your non-compliance of any applicable laws.
5. You acknowledge that your registered electronic mail address with us is our primary method of contacting you and you agree to keep such address current and updated at all times.
6. You represent and warrant that you are not acting on behalf of any organization providing similar services like us, either commercial or otherwise. You understand and acknowledge that your registration with us will stand terminated immediately and access to your account shall be blocked should we have reason to believe that you have acted in violation of this paragraph.

Your membership is additionally subject to the following terms and conditions:

1. The subscription fee paid by you is non-refundable. We, therefore, recommend that you familiarize yourself with and understand fully the scope of the Services before being a paid subscriber.

2. Your registration details including your name using which you have registered on the Website must correspond with the name and other details on your credit card or any other payment system by means of which we accept payments to the Website. We reserve the right to verify your identification details from time to time before effecting a transaction with you. At any point of time in our transactions with you, if we detect or have reasonable cause to suspect that you may be involved with identity fraud, we may bar you from accessing the Website without prejudice to any other legal recourse we may have.
3. Your level of access to the features on the Website depends on the subscription plan you have chosen. If your requirement exceeds services currently made available to you under your chosen Plan, you agree that you will have to upgrade your subscription plan under the Terms specified herein by paying the subscription fee applicable for such upgrade.
4. The following payment modes are available to you for payment of the subscription fees:
  - a. Credit and debit cards of the kinds mentioned on the Website;
  - b. RTGS (Kindly contact us at [info@coin.org.in](mailto:info@coin.org.in) for obtaining bank details);
  - c. Cheque / Demand Draft / Pay Order (Kindly contact us at [info@coin.org.in](mailto:info@coin.org.in) for obtaining details);
5. You understand that while availing any of the payment method/s as listed above, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to:
  - a. Lack of authorization for a transaction, or
  - b. Exceeding your credit limit; or
  - c. Any payment issue arising out of the transaction, or
  - d. Decline of transaction for any reason whatsoever
6. You understand and agree that we may request you to provide supporting documents (including but not limited to Govt. issued ID and address proof) for authentication of the payment instrument used to pay subscription fees.

7. You accept and agree that the online payment facility provided by ASCL is nothing more than an electronic, automated online electronic payment system using the existing authorized banking infrastructure and Credit Card payment gateways.
8. ASCL reserves the right to refuse to process Transactions by you should you have a prior history of questionable charges including without limitation breach of any agreement with ASCL or breach/violation of any law or any restrictions imposed by any issuing bank or breach of any policy.
9. ASCL may conduct such checks as it deems fit before accepting payment for security or other reasons at the discretion of ASCL. As a result of such checks, if ASCL is not satisfied with the credibility and genuineness of the Subscriber or mode of payment of the subscription fee, it will have the right to reject the subscription.
10. You acknowledge that ASCL will not be liable for any damages, interests or claims, etc. resulting from not processing a payment or due to any delay in processing a payment that is beyond ASCL's control.
11. You shall comply with all laws applicable to you for using the Payment Facility on the Website.
12. All valid payment instruments are processed using a third party payment gateway or appropriate payment system infrastructure and the same will be governed by the terms and conditions agreed to between you and the respective Issuing Bank and payment instrument issuing company.
13. All electronic payments are processed using the gateway provided by the respective issuing bank that supports payment facility to provide these services to you and ASCL does not see or is privy to your payment information at any point of time.
14. For cheques / demand drafts/pay orders, your subscription will be valid and will begin only after the amounts in the said instruments are realized by ASCL.
15. In case, there is a short charging by ASCL for the designated fees because of any technical or other reason, ASCL reserves the right to deduct/charge/claim the balance subsequent to the transaction at its own discretion.

16. You understand, acknowledge and agree that Subscription Fees are exclusive of taxes. ASCL reserves the right to alter any and all fees from time to time, without notice to you. ASCL reserves the right to discontinue the Services and delete all information related to the profile(s) you may have created due to non-payment of subscription fee, apart from any legal recourse available.

17. Once subscription fees are paid, Services may be activated between 0 to 7 working days from the date of payment realization by ASCL. If service activation takes longer due to certain unavoidable reasons, we will notify you of the same.

18. You understand and agree that we reserve the right to suspend or terminate your account with us solely at our discretion at any time and refund your subscription fees after deduction of the appropriate amount on a temporal *pro rata* basis depending on your usage without incurring any additional liability to you whatsoever. However, should we have reasonable cause to believe that any fraudulent activity including, *inter alia*,

- a. using payment instruments not belonging to you without permission of the owner of the instruments to make payments, or
- b. accessing someone else's account without authorization,

is being carried out involving your account, we may, apart from terminating your account and debarring you from future registration with us, take recourse to due legal process for mitigation of the fraud.

### **Disclaimer and Indemnification**

ASCL expressly disclaims all warranties or conditions of any kind, express, implied or statutory, including without limitation the implied warranties of title, non - infringement, merchantability and fitness for a particular purpose.

You understand and acknowledge that:

- a. Correlation of a specific legal provision to a particular cyber crime is the subjective assessment of ASCL experts and that such correlation may not correspond to the

opinions of other lawyers/legal practitioners. You, therefore agree not to raise a dispute with ASCL should your opinion not find concurrence with the COIN Section Finder interactive system on the Website.

- b. Cyber crime investigation is a specialized field and each investigator may have developed his/her own way of investigating a particular cyber crime that was successful. In addition, you also acknowledge and understand that it is not possible to guarantee success in each and every investigation that is undertaken. ASCL does not make any guarantees of a successful outcome in cases where you use the COIN eInvestigator feature to investigate certain cyber crimes. Should an event arise where you have been unsuccessful in closing an investigation after using the guide provided in the COIN eInvestigator feature available on the Website, you agree to not to raise a dispute with ASCL or make ASCL liable in any manner.
- c. The ISO/IEC 27030 Standard for identification, collection, acquisition and preservation of potential is fairly recent and the checklists provided under COIN 27030 may not tally exactly with the ISO/IEC 27030 Standard depending on the inputs provided by ASCL Experts to create such checklists. You agree not to make ASCL liable in any manner or initiate a dispute with ASCL in case of not agreeing to or in case of a differing opinion with regard to such checklists.
- d. The COIN eForensics guide has been compiled from established best practices in the field of computer forensics, cell phone forensics and GPS forensics. It cannot and does not seek to guarantee successful outcome of forensic analysis procedure conducted by following the COIN eForensics Guide. In such an event, you agree to not to raise a dispute with ASCL or make ASCL liable in any manner for unsuccessful analysis.
- e. The COIN eLibrary feature on the Website is a compilation of Best Practices in cyber crime investigation, Standard Operating Procedures, Manuals and Sample Certificates, amongst others. However, it is not a substitute for professional legal advice and, therefore, ASCL disclaims any liability that may arise of out of your use of COIN library.
- f. The COIN toolkit may consist of third party tools integrated into the Website or on their respective websites to conduct certain phases of an online investigation. ASCL is neither the author nor owner of such tools. Should you not be able to use one or more

tools in the COIN Toolkit for whatever reason, you agree not to raise a dispute with or make ASCL liable in any manner.

- g. The COIN Collab feature on the Website is a platform or an interface to collaborate on investigations. Therefore, your interactions and dealings with entities found on or through COIN Collab, whether commercial or personal, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such entities. You should make whatever investigation or precaution you feel is necessary before proceeding with any online or offline transaction with any such entity you have come into contact with using the COIN Collab feature.
- h. The database made available in the COIN Intelligence center may be populated by ASCL or by external agencies. You further understand that ASCL can make no guarantee that the COIN Intelligence Center is adequately populated at any point of time and consequently can make no guarantee that you will always obtain the desired result when you search through the COIN Intelligence Center. You agree not to make ASCL liable in any manner or raise a dispute with ASCL in case your search through the database in the COIN Intelligence center fails to yield the expected result.
- i. The COIN News Centre obtains news feeds from third party resources and websites. ASCL makes no guarantee as to the accuracy, relevance or currency of such news feeds that may, *inter alia*, consist of exploits, events or vulnerabilities reported worldwide. Consequently, you further agree not to make ASCL liable in any manner or raise a dispute with ASCL should you not be satisfied with the quality of news available at the COIN News Center.
- j. The finding of a suitable expert through the Website depends, amongst other things, on the number of subscribers on the Website and ASCL plays no role other than facilitate your access to other subscribed members through the Website and subjective rating of such experts. Consequently, the Website does not promise, guarantee or imply success in your endeavour of appointing a desired expert at any time after you have subscribed to the Website;
- k. ASCL is under no obligation to become involved in the event of a dispute between subscribers on the Website, or between subscribers and any third party. In the event of such a dispute with one or more other subscribers, you hereby release ASCL, its

officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and / or the services available on the Website.

The Website and the Content present on it are provided strictly on “as is, where is” basis. ASCL does not ensure or guarantee continuous, error-free, secure or virus-free operation of the Website or its Content including software, your account or continued operation or availability of any facility on the Website and that you voluntarily and with full knowledge risk such contingencies as aforesaid when you subscribe with the Website.

You agree that in the unlikely event of interruptions in the accessibility of the Website or its features or your computer being affected by any viruses or computer contaminants from the Website, such outages would be with your permission and that you will not file any claims for compensation under any law for the same.

Additionally, ASCL does not promise or ensure that you will be able to access your account whenever you want. It is entirely possible that you may not be able to access your account or the Website at times or for extended periods of time.

You agree to assume the whole and entire risk as to the results and performance of any feature availed by you on the Website because such result and performance, amongst other things, depends on your Internet connection. You also assume the entire cost of all servicing, repair and/or correction of your hardware when you access or download any information available on the Website. ASCL expressly disclaims liability for any delay or failure for you to access the Website.

ASCL disclaims responsibility and liability for any harm resulting from suspension or deletion of your account due to any reason whatsoever. If you are a fee or subscription based user of the Website, you acknowledge and agree that you will not be entitled to any refund in case of any service outages that may be caused by periodic maintenance of ASCL’s hardware or software, failures of its service providers, computer viruses or contaminants, natural disasters, war, civil disturbance, or any other cause beyond the reasonable control of ASCL.

ASCL shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of the use of or inability to use the Website.

You agree to indemnify, defend and hold ASCL harmless from all claims, damages and expenses made by any third party arising out of

- c. your content, or
- d. your use of the Website, your connection to the Website, or
- e. your violation of these Terms or Privacy Policy; or
- f. use of the Website by any other person accessing the Services using your user name or password, whether or not with your authorization.

### **Jurisdiction**

Any dispute, controversy or claim arising out of the Terms or Privacy Policy contained herein is to be adjudicated by a sole arbitrator appointed by ASCL. The language of arbitration shall be English and the place of arbitration shall be Pune. The parties hereby confer the Courts of Pune to have the exclusive jurisdiction to try all or any matters arising hereunder.

### **Grievance Officer**

If you have any grievance with respect to the Website or the Services, you may contact ASCL's grievance officer at:

Name: Shuchi Nagpal

Designation: Chief Education Officer

Email: info@asianlaws.org

### **Notices**

Address for purpose of notices is:

603

Pride Senate

Off Senapati Bapat Marg

Pune – 411 016

## **Privacy Policy**

ASCL respects your privacy and assures you that any information provided by you to ASCL is protected and will be dealt with according to this Policy. To avail of the Services offered on the Website, you may have to provide certain information to us. This includes your:

1. Username
2. Password
3. Valid Email address
4. Name
5. Birth Date
6. Telephone number
7. Postal/Contact address

When you visit the Website, certain information may also be automatically collected and stored, including:

1. The IP address of your computer, browser type and language.
2. The date and the time during which you accessed the site.
3. The address of the website which you may have used to link to the Website

When you visit the Website, cookies may be left in your computer. A cookie is a small text file that uniquely identifies your browser. The cookies assigned by the servers of ASCL may be used to personalize your experience on the Website. Additionally, cookies may also be used for authentication, management and security purposes.

The advertisers on the Website may also assign cookies when you click on any of the advertisements that may be displayed on Website in which case such cookies are controlled by these advertisers and not the Website.

When you register your email address with the Website, you agree to receive email communication from ASCL, entities specifically authorized by ASCL and other users.

The Website may also use software applications for website traffic analysis and to gather statistics, used for advertising and for determining the efficacy and popularity of the Website, among others.

Information gathered by ASCL is stored securely using several information security applications including firewalls and industry standard encryption. However, security is always relative and ASCL cannot guarantee that its security measures are absolute and cannot be breached.

Also, data over the Internet is inherently exposed to security risks or threats. For instance, information transmitted via chat or email can be compromised and used by others. Therefore, ASCL cannot guarantee any security for such information.

When you register with the Website, your account is protected by means of login information that is known only to you. Therefore, you are responsible for maintaining the confidentiality of your login information including your username and password. If you become aware of or reasonably suspect any breach of security, including compromise of your login information, it is your responsibility to immediately notify ASCL. At no point of time will ASCL be liable for your loss of password or loss of control over your account.

The Website may contain links to other websites. For instance, when you invite people to subscribe to the Website, ASCL uses third party websites to import your address book containing the email addresses of such friends and acquaintances to which you can then choose to send invited. You acknowledge and agree to the use of your address book for the said purpose by such third party websites. You also acknowledge that such third party websites are governed by their own privacy policies and ASCL does not exercise any control over them. It is your responsibility to read and understand the privacy policy of such websites when you follow a link outside the Website.

ASCL may share personally identifiable information with entities authorized by it which may include advertisers and sponsors of ASCL who may, in turn, contact you by electronic mail or otherwise. ASCL conducts periodic analysis and survey of the traffic to the Website for market research and advertising purposes. ASCL reserves the right to share your registration information with its appointed market research and advertising companies or firms from time to time for the said purposes. ASCL may also use cumulative non-personal information for auditing and analysis purposes with the aim of improving its services.

ASCL may share personal information with potential and subsequent business partners if ASCL ever files for bankruptcy or becomes insolvent or is acquired by a third party, merges with a third party, sells all or part of its assets, or transfers substantially all or part of its

relevant assets to a third party. ASCL may also share personal information with third party payment gateways for processing of financial information and for verification of identification details from time to time. Additionally, ASCL may share personally identifiable information if sharing of such information is necessary:

1. to comply with legal processes or governmental request, or
2. to enforce the Terms of Use and this Privacy Policy, or
3. for prevention of fraud, or
4. for issues involving information security, or
5. to protect
  - a. your rights;
  - b. the rights of ASCL; and
  - c. the rights of the general public

ASCL confirms that this Privacy Policy is only a description of its operation regarding user information. This Policy is not intended to and does not create any legal rights in your favour or in the favour of any other person. ASCL reserves the right to change this Policy at any time without giving you prior notice.

When you register with us, your checking the checkbox on the online registration form on the Website signifies your acceptance of this Privacy Policy. You may, at any time, contact us by email or by snail mail if you wish to

- a. discontinue use of the Website; or
- b. change or update your personally identifiable information.