

Terms of Service

Effective Date: 13 June 2026

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These Terms of Service (“Terms”) govern your access to and use of the website, application, software platform, training services, certification management tools, examination tools, professional record tools, and related services provided under the name **NDTDESK**.

NDTDESK is owned and operated by **NKLINE Technology Services Private Limited**, a company registered in India (“NDTDESK”, “Company”, “we”, “us”, or “our”).

By accessing, registering for, subscribing to, or using NDTDESK, you agree to these Terms. If you do not agree to these Terms, you must not access or use NDTDESK.

1. Electronic Agreement

These Terms constitute an electronic record under applicable Indian law, including the Information Technology Act, 2000 and the rules made thereunder, as amended from time to time. This electronic record is generated by a computer system and does not require any physical or digital signature.

By accessing, registering, subscribing, or using NDTDESK, you agree that these Terms, together with the Privacy Policy, Refund and Cancellation Policy, Cookies Policy, and any applicable order form, invoice, subscription confirmation, or written agreement, form a legally binding agreement between you and NDTDESK.

2. About NDTDESK

NDTDESK is a digital platform designed for non-destructive testing (NDT) certification management, online examinations, training management, employee qualification tracking, certificate validity tracking, experience log management, approval workflows, QR-based certificate verification, and related professional record management.

The platform may be used by companies, training organizations, certifying authorities, NDT Level III personnel, managers, employees, candidates, trainees, and individual NDT professionals.

3. Definitions

For the purpose of these Terms:

Account means a registered user account created on NDTDESK.

Business Customer means a company, organization, training provider, employer, certifying body, inspection company, or other entity using NDTDESK for business, certification, training, workforce, or compliance-related purposes.

Customer Data means data, documents, certificates, examination records, training records, employee records, candidate records, professional records, uploaded files, workflow records, and other information submitted to or generated within NDTDESK by or on behalf of a customer or user.

Individual Professional means an individual user who creates an account to manage personal professional information, NDT certificates, employment history, experience logs, training records, and related documents.

Platform means the NDTDESK website, application, software platform, and related digital services.

Services means the NDTDESK website, application, software platform, training services, certification tools, examination tools, professional record tools, support services, and related features.

User means any person accessing or using NDTDESK, including administrators, employees, candidates, trainees, professionals, managers, Level III personnel, certifying authorities, and other authorized users.

4. Eligibility and Authority

By using NDTDESK, you confirm that:

1. You are legally capable of entering into these Terms;
2. You are authorized to use the platform on behalf of yourself or your organization;
3. If you are using NDTDESK on behalf of a company or organization, you have authority to bind that organization to these Terms;
4. All information provided by you is accurate, lawful, and not misleading;
5. You will comply with applicable laws, regulations, standards, internal procedures, and these Terms.

If you are using NDTDESK under an account created by your employer or organization, your access may also be subject to that organization's internal policies and permissions.

5. Account Registration and Security

To use certain features of NDTDESK, you may be required to create an account.

You agree to:

1. Provide accurate and complete account information;
2. Keep your login credentials confidential;
3. Not share your account access with unauthorized persons;

4. Notify us promptly if you suspect unauthorized access or misuse;
5. Accept responsibility for activities performed through your account.

NDTDESK is not responsible for loss or damage caused by unauthorized access resulting from your failure to protect account credentials.

6. User Roles and Access Permissions

NDTDESK may allow different user roles, such as administrator, manager, examiner, trainer, Level III, certifying authority, employee, candidate, trainee, or individual professional.

Access to features and data depends on the role and permissions assigned within the platform.

For business accounts, the customer organization is responsible for assigning, reviewing, and controlling user access permissions.

NDTDESK is not responsible for internal access decisions made by customer administrators or authorized users.

7. Business Customer Responsibilities

Business Customers are responsible for:

1. Ensuring that they have the right to upload, process, and manage employee, candidate, trainee, and professional data in NDTDESK;
2. Obtaining required consents or authorizations from employees, candidates, trainees, or other individuals where required;
3. Ensuring that uploaded data is accurate, lawful, and up to date;
4. Managing user permissions and internal access controls;
5. Ensuring that their use of NDTDESK complies with applicable laws, employment rules, certification schemes, internal procedures, written practices, industry standards, and customer requirements;
6. Reviewing and approving certification decisions through qualified and authorized personnel;
7. Maintaining independent records where required by law, contract, audit, accreditation, or client requirement;
8. Verifying that the platform configuration matches their internal certification process before operational use;
9. Ensuring that candidates and users are properly informed of applicable examination, training, privacy, and data handling requirements.

8. Individual Professional Responsibilities

Individual Professionals are responsible for:

1. Providing accurate and truthful professional information;
2. Uploading only certificates, employment records, experience logs, and documents that they are legally permitted to upload;
3. Ensuring that their profile, certificates, and experience records are not false, misleading, altered, forged, or fraudulent;
4. Keeping their account credentials secure;
5. Updating expired, changed, revoked, or incorrect records;
6. Understanding that employer validation, certificate verification, or profile availability on NDTDESK does not automatically guarantee employment, certification acceptance, regulatory approval, or client acceptance.

NDTDESK may suspend or remove individual professional accounts or records if misuse, false information, impersonation, or fraudulent activity is suspected.

9. Certification, Examination, and Compliance Responsibility

NDTDESK is a software and training support platform. It does not replace the professional judgment, responsibility, or authority of employers, NDT Level III personnel, certifying authorities, examiners, training organizations, auditors, accreditation bodies, regulatory bodies, or customer representatives.

The customer remains responsible for:

1. Establishing and maintaining its written practice or certification procedure;
2. Ensuring compliance with applicable NDT standards, codes, specifications, employer procedures, customer requirements, aviation requirements, and regulatory obligations;
3. Approving or rejecting personnel certification;
4. Verifying training, experience, vision, examination, and practical requirements;
5. Ensuring examination integrity and proper supervision;
6. Maintaining records required for audits or client review;
7. Deciding whether a candidate is qualified or certified.

NDTDESK may assist in tracking, organizing, calculating, validating, and displaying certification-related information. However, final certification decisions remain the responsibility of the customer and its authorized personnel.

NDTDESK does not guarantee that use of the platform will automatically satisfy any specific certification standard, employer procedure, aviation requirement, client audit, regulator, or accreditation body unless this is expressly agreed in writing.

10. Examination Procedure

For employer-based examinations conducted through NDTDESK:

1. The customer is responsible for ensuring that examination questions, question banks, examination structure, pass marks, reference materials, and examination requirements comply with its written practice, applicable standards, client requirements, and internal procedures.
2. Where customer-specific question banks are used, such questions must be reviewed and approved by the customer's authorized NDT Level III, examiner, certifying authority, or other authorized personnel before use.
3. Examination questions may be selected by the system from approved question banks based on the configuration selected by the customer.
4. The customer is responsible for providing or approving any reference materials required for open-book or specific examinations.
5. The customer is responsible for ensuring that candidates are properly informed of examination rules before the examination starts.
6. The customer is responsible for ensuring adequate infrastructure for the examination, including internet connection, computer equipment, power supply, browser access, and suitable examination environment.
7. If an examination is interrupted due to internet failure, power failure, browser closure, tab refresh, system misuse, or other candidate-side or customer-side issue, the examination may need to be restarted or handled according to the customer's internal procedure.
8. Unless otherwise configured or agreed, NDTDESK examinations and platform instructions are provided in English.

Customer-specific question banks, examination questions, uploaded documents, procedures, training records, certification records, and internal materials remain within the customer's account and will not be shared with other customers unless the customer expressly agrees in writing.

11. Online Examinations and Proctoring

NDTDESK may provide online examination, assessment, remote proctoring, and AI-assisted proctoring features.

Customers are responsible for determining whether online examinations and proctoring methods are acceptable under their internal procedures, written practice, client requirements, industry standards, and applicable laws.

Where remote proctoring or AI-assisted proctoring is used:

1. The feature is intended to support examination integrity review;
2. Proctoring outputs, flags, logs, or observations should be reviewed by authorized human personnel;
3. AI-assisted outputs should not be treated as the sole basis for certification approval, rejection, disciplinary action, or employment-related decision;
4. Customers are responsible for informing candidates and obtaining any required consents;
5. Customers remain responsible for final certification, examination, employment, or disciplinary decisions.

NDTDESK does not guarantee that remote proctoring or AI-assisted proctoring will detect every form of misconduct or prevent all examination irregularities.

12. Training Courses and Educational Content

NDTDESK may provide online training courses, learning materials, videos, quizzes, certificates of completion, and related educational content.

Training content is provided for educational and professional development purposes.

Unless expressly stated otherwise:

1. Completion of a training course does not automatically grant NDT certification;
2. Training completion does not replace employer certification requirements;
3. Customers remain responsible for determining whether training hours, course content, and assessments meet their applicable written practice, standard, client, or regulatory requirements;
4. NDTDESK does not guarantee examination success, certification approval, employment, promotion, or client acceptance.

13. Subscription Plans, Trials, and Fees

NDTDESK may offer free trials, free plans, paid subscriptions, implementation services, training courses, add-ons, enterprise plans, or customized commercial arrangements.

Subscription features, limits, pricing, billing cycle, renewal terms, and included services may vary depending on the selected plan or agreement.

By subscribing to a paid plan, you agree to pay the applicable fees.

Unless otherwise stated in writing:

1. Subscription fees are billed in advance;

2. Access to paid features may depend on successful payment;
3. Taxes, payment processing charges, currency conversion charges, or bank charges may apply;
4. NDTDESK may revise pricing, plan limits, or features with prior notice where applicable;
5. Enterprise pricing, dedicated hosting, on-premise deployment, custom development, migration, or implementation services require separate commercial agreement.

14. Free Trial

NDTDESK may provide trial access for evaluation purposes.

During a trial:

1. Certain features may be limited;
2. Trial access may expire automatically;
3. Trial data may be retained or deleted in accordance with our Privacy Policy;
4. NDTDESK may refuse, suspend, or cancel trial access if misuse is suspected;
5. A trial does not guarantee future availability of the same features, pricing, or commercial terms.

If the customer decides not to continue after the trial, the customer should request export or deletion of trial data within the retention period specified in the Privacy Policy.

15. Payments, Billing, and Taxes

Payments may be processed through third-party payment service providers, including Paddle or other payment processors used by NDTDESK.

Customers are responsible for:

1. Providing accurate billing information;
2. Paying applicable subscription, service, implementation, training, or add-on fees;
3. Paying applicable taxes, duties, or charges unless otherwise handled by the payment provider;
4. Ensuring payment methods are valid and authorized;
5. Reviewing invoices and payment confirmations.

We do not intentionally store full credit card or debit card details on our own servers.

Failure to pay applicable fees may result in suspension, restriction, or termination of access.

16. Cancellation and Refunds

Cancellation, refund eligibility, training course refunds, implementation fee refunds, and subscription termination rules are governed by our separate **Refund and Cancellation Policy**, unless otherwise agreed in writing.

Unless required by law or expressly agreed in writing, paid subscription fees, implementation fees, customization fees, migration fees, and training fees may be non-refundable after service access, work commencement, or course access has been provided.

17. Customer Data Ownership

Customers retain ownership of Customer Data entered, uploaded, generated, or maintained within their NDTDESK account.

Individual Professionals retain ownership of their personal profile data, certificates, employment history, experience logs, training records, and uploaded documents.

NDTDESK does not claim ownership over Customer Data or individual professional data.

By uploading or entering data into NDTDESK, you grant us the limited right to host, process, transmit, display, back up, and use such data only as necessary to provide, maintain, secure, support, and improve the Services, subject to our Privacy Policy and applicable agreements.

18. Data Export and Account Closure

Customers may request export of their data during an active subscription or before account closure, subject to technical feasibility and applicable agreement.

After subscription termination, customer data may be retained, exported, deleted, or anonymized in accordance with the Privacy Policy.

Customers are responsible for requesting export before the end of the applicable retention period.

NDTDESK is not responsible for loss of access to data after the retention period has expired.

19. Privacy and Data Protection

Use of NDTDESK is subject to our **Privacy Policy**, which explains how we collect, use, store, protect, retain, export, and delete personal data and customer data.

By using NDTDESK, you agree to the practices described in the Privacy Policy.

Where NDTDESK processes personal data on behalf of a Business Customer, additional data processing terms may be agreed separately where required.

20. Confidentiality

Each party may receive confidential information from the other party.

Confidential information may include business information, technical information, pricing, customer records, certification records, training materials, procedures, software details, login credentials, commercial terms, and non-public information.

Each party agrees to:

1. Use confidential information only for the purpose of using or providing the Services;
2. Protect confidential information using reasonable care;
3. Not disclose confidential information to unauthorized third parties;
4. Restrict access to personnel or service providers who need to know such information;
5. Comply with applicable confidentiality obligations.

Confidentiality obligations do not apply to information that is publicly available, independently developed, lawfully received from another source, or required to be disclosed by law.

21. Intellectual Property

NDTDESK, including its software, platform design, workflows, source code, databases, user interface, logos, branding, training content, documents, templates, course materials, examination tools, validation logic, and related materials, is owned by NKLINTECH Technology Services Private Limited or its licensors.

Except as expressly permitted, users must not:

1. Copy, reproduce, modify, distribute, sell, lease, sublicense, or exploit NDTDESK or its content;
2. Reverse engineer, decompile, or attempt to extract source code;
3. Remove copyright, trademark, or proprietary notices;
4. Use NDTDESK branding without written permission;
5. Recreate or copy platform workflows, training content, examination logic, or software features for competing purposes.

Subject to these Terms, NDTDESK grants users a limited, non-exclusive, non-transferable, revocable right to access and use the Services for lawful business or professional purposes.

22. Customer Content and Uploaded Documents

Users are responsible for all data, documents, images, certificates, examination records, forms, logos, files, and content uploaded to NDTDESK.

Users confirm that they have the necessary rights, permissions, and lawful basis to upload and use such content.

Users must not upload content that:

1. Is false, fraudulent, forged, or misleading;
2. Infringes intellectual property rights;
3. Violates privacy, employment, or data protection laws;
4. Contains malware, viruses, or harmful code;
5. Is unlawful, defamatory, abusive, discriminatory, or harmful;
6. Contains confidential third-party information without authorization.

NDTDESK may remove or restrict access to content if we reasonably believe it violates these Terms, applicable law, or third-party rights.

23. Acceptable Use

Users must use NDTDESK only for lawful purposes.

Users must not:

1. Use the platform for illegal, fraudulent, harmful, or unauthorized purposes;
2. Attempt to gain unauthorized access to systems, accounts, data, or networks;
3. Interfere with platform security, performance, or availability;
4. Upload malware, viruses, harmful scripts, or malicious files;
5. Misrepresent identity, certification status, employment history, or professional qualifications;
6. Falsify examination, training, experience, or certification records;
7. Use the platform to harass, abuse, threaten, or harm others;
8. Scrape, copy, extract, or harvest data without permission;
9. Use automated tools, bots, or scripts without authorization;
10. Resell or sublicense the platform without written permission;
11. Use NDTDESK to build or support a competing product or service;
12. Probe, scan, or test the vulnerability of the platform or any connected network without written authorization;

13. Circumvent security, authentication, access control, or usage limitations.

Violation of this section may result in suspension or termination of access.

24. Platform Availability and Maintenance

We aim to provide reliable access to NDTDESK, but we do not guarantee uninterrupted, error-free, or always-available service.

Access may be affected by:

1. Scheduled maintenance;
2. Emergency maintenance;
3. Internet or cloud provider issues;
4. Third-party service outages;
5. Security incidents;
6. Software bugs or updates;
7. Events beyond our reasonable control.

We may update, modify, improve, restrict, suspend, or discontinue features from time to time.

For enterprise customers, specific service levels or support commitments must be agreed separately in writing.

25. Support

NDTDESK may provide support through email, online communication, documentation, or other support channels.

Support scope may depend on the customer's subscription plan or agreement.

Unless separately agreed in writing, support does not include:

1. Customer internal procedure writing;
2. Certification decision-making;
3. Legal advice;
4. Regulatory approval;
5. Custom development;
6. Data correction caused by customer error;

7. On-premise server administration;
8. Third-party system management.

26. Third-Party Services

NDTDESK may use or integrate with third-party services such as cloud hosting providers, database providers, authentication services, email providers, payment processors, analytics tools, business software, or customer support tools.

Third-party services may be subject to their own terms, privacy policies, security practices, and availability.

NDTDESK is not responsible for failures, outages, or actions of third-party services beyond our reasonable control.

27. Dedicated Hosting and On-Premise Deployment

The standard NDTDESK service is cloud-based.

Dedicated cloud hosting, EU-based hosting, data residency arrangements, on-premise deployment, private deployment, custom integrations, or customer-specific infrastructure may be considered for enterprise customers only.

Such arrangements are subject to:

1. Technical feasibility review;
2. Security review;
3. Infrastructure requirements;
4. Customer IT cooperation;
5. Implementation scope;
6. Support model;
7. Separate commercial agreement;
8. Separate written terms.

NDTDESK is not obligated to provide dedicated or on-premise deployment unless agreed in writing.

28. Suspension and Termination

We may suspend or terminate access to NDTDESK if:

1. Fees are unpaid;
2. The user or customer violates these Terms;
3. Security risk or misuse is suspected;
4. Fraudulent, false, or unlawful activity is suspected;
5. The account is used in a way that may harm NDTDESK, other users, or third parties;
6. Required legal or regulatory obligations require suspension;
7. The customer requests termination;
8. The user provides false, inaccurate, incomplete, forged, or misleading information.

Upon termination, access to the platform may be restricted or disabled. Data retention and export will be handled in accordance with the Privacy Policy and applicable agreement.

If access is terminated or suspended, users must stop using the affected Services immediately.

29. Reinstatement

If an account has been suspended or terminated, the customer or user may request reinstatement by contacting NDTDESK.

NDTDESK may accept or reject reinstatement requests at its discretion, depending on the reason for suspension or termination, payment status, security concerns, misuse history, and applicable legal or contractual requirements.

30. Disclaimers

NDTDESK is provided on an “as is” and “as available” basis, except where expressly agreed otherwise in writing.

To the maximum extent permitted by law, we do not guarantee that:

1. The platform will be uninterrupted, error-free, or fully secure;
2. All defects will be corrected immediately;
3. The platform will meet every customer-specific requirement;
4. The platform will automatically ensure compliance with any standard, code, regulation, employer procedure, aviation requirement, or client requirement;
5. Training content will guarantee certification, examination success, employment, promotion, or client approval;
6. Online examination or proctoring tools will detect every irregularity or prevent all misconduct;

7. Data entered by users will be accurate, complete, or lawful;
8. Cloud, payment, email, authentication, or other third-party service providers will always remain uninterrupted or error-free.

Customers and users remain responsible for professional decisions, certification decisions, compliance decisions, and independent verification of records.

31. Limitation of Liability

To the maximum extent permitted by applicable law, NDTDESK and NKLINTECHNOLOGY Services Private Limited shall not be liable for indirect, incidental, special, consequential, punitive, or exemplary damages, including loss of profit, loss of business, loss of revenue, loss of goodwill, loss of data, business interruption, certification rejection, audit finding, client rejection, employment-related loss, or regulatory consequences.

Our total liability arising out of or relating to the Services shall not exceed the amount paid by the customer to NDTDESK for the relevant service during the three months immediately preceding the event giving rise to the claim, unless a different limit is required by applicable law or agreed in writing.

Nothing in these Terms excludes liability that cannot be excluded under applicable law.

32. Indemnity

You agree to indemnify and hold harmless NDTDESK, NKLINTECHNOLOGY Services Private Limited, its directors, employees, contractors, service providers, and representatives from claims, damages, losses, liabilities, costs, and expenses arising from:

1. Your misuse of the Services;
2. Your violation of these Terms;
3. Your violation of applicable law;
4. Data, documents, or content uploaded by you;
5. False, inaccurate, forged, or misleading certification, training, experience, or professional records;
6. Unauthorized use of another person's data;
7. Your internal certification decisions or employment decisions;
8. Your failure to obtain required consents or permissions;
9. Your violation of third-party rights;
10. Your use of NDTDESK in breach of customer, regulatory, employment, certification, or industry requirements.

33. Force Majeure

NDTDESK shall not be responsible for delay, failure, interruption, or non-performance caused by events beyond our reasonable control, including natural disasters, war, terrorism, civil unrest, labor disputes, government action, internet failure, cloud provider outage, cyberattack, power failure, pandemic, regulatory restriction, or other events outside our reasonable control.

34. Changes to Services

We may modify, update, improve, suspend, or discontinue parts of the Services from time to time.

Where a material change significantly affects paid customers, we will make reasonable efforts to provide notice.

Continued use of the Services after changes become effective means that you accept the updated Services.

35. Changes to These Terms

We may update these Terms from time to time.

The updated version will be posted on our website with the revised “Last Updated” date.

Continued use of NDTDESK after the updated Terms become effective means that you accept the updated Terms, unless applicable law requires additional consent.

36. Dispute Resolution, Governing Law, and Jurisdiction

These Terms shall be governed by and interpreted in accordance with the laws of India.

In the event of any dispute arising out of or in connection with these Terms, the parties shall first attempt to resolve the dispute amicably.

If the dispute is not resolved amicably within 30 days, the parties may attempt mediation through a mutually agreed mediation forum.

If the dispute remains unresolved, it may be referred to arbitration in accordance with applicable Indian arbitration law. The seat of arbitration shall be Tamil Nadu, India. The language of arbitration shall be English. The arbitration shall be conducted by a sole arbitrator mutually appointed by the parties. If the parties are unable to mutually appoint an arbitrator, the arbitrator shall be appointed in accordance with applicable law.

Subject to the above, the courts located in Tamil Nadu, India shall have jurisdiction.

For enterprise customers, separate dispute resolution terms may be agreed in writing.

37. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions will continue to remain valid and enforceable.

The invalid, illegal, or unenforceable provision shall be replaced or interpreted to the minimum extent necessary to make it valid and enforceable while preserving the original commercial intent as far as possible.

38. No Waiver

Failure by NDTDESK to enforce any provision of these Terms shall not be considered a waiver of our rights.

Any waiver must be in writing and signed or approved by an authorized representative of NDTDESK.

39. Assignment

Users may not assign or transfer their rights or obligations under these Terms without our prior written consent.

NDTDESK may assign or transfer its rights and obligations in connection with a merger, acquisition, restructuring, sale of assets, investment, or business transfer.

40. Entire Agreement

These Terms, together with the Privacy Policy, Refund and Cancellation Policy, Cookies Policy, subscription terms, order forms, invoices, and any written agreement between the parties, form the entire agreement between you and NDTDESK regarding use of the Services.

If there is a conflict between these Terms and a separate written agreement signed or expressly accepted by NDTDESK, the separate written agreement will prevail to the extent of the conflict.

41. Contact Us

For questions about these Terms, contact us at:

NKLINE Technology Services Private Limited
13/2958-33, Admanathasamy Nagar North,
Pattinamkathan, Ramanathapuram,
Tamil Nadu, India - 623503

Email: contact@ndtdesk.app