

Privacy Policy

Welcome to www.theldrive.in and TheLDrive.in we provide access to users of this Application/App/website subject to the conditions set out on this page. Your use of this App/website is deemed acceptance of the Terms and Conditions as set forth hereunder clearly displayed in the present App/website.

The TheLDrive Application/App/website in relation to it shall hereinafter be referred to as the “App”, “Application” or “website” in the said document.

TheLDrive is an online Application located at Play Store and www.theldrive.in (“Website”). We at TheLDrive connect the users of this App to driving schools recognised by the State Road Transport Departments, driver providing services, to show rooms selling automobiles and other such related activities.

By signing this agreement, you acknowledge that you have read this agreement, our terms of Use and our Privacy Policy, which are hereby incorporated into this Agreement by this reference, and you agree and accept to be bound by all the terms and conditions in this and those documents, all of which constitute a binding agreement between you and us. We reserve the right at our sole discretion to change, modify, add, or delete all or parts of this agreement.

Your account may be temporarily suspended or permanently closed if you fail to abide by the terms of this agreement or any of the terms and conditions in the documents referenced in this agreement or if you fail to maintain your account with us current or in good standing.

Who Can use our Services and Eligibility to use the Website and Application:

Any person competent to contract as per Indian Contract Act, 1872, wanting to avail recognised driving school services, driver providing services, show rooms selling automobiles shall be eligible to use our App/website.

Terms and Conditions for Usage:

This document is an electronic record in compliance with the Information Technology Act, 2000, between the App/website owners, and its users. These policies are published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011, and are an 'electronic record' as contemplated under section 2(t) of the Information Technology Act, 2000 and the Rules there under.

These Terms being an electronic record are generated by a computer system and do not require any physical or digital signatures.

The user of the website or any application thereto launched in relation to the said website shall be deemed to have read the terms and conditions of use as set forth in this document herein before using the said Website and App and shall be bound by the same. Any person who has registered with the TheLDrive shall have been deemed to have accepted the terms and conditions as set forth herein on clicking the Acceptance icon with respect to the said Terms and conditions of TheLDrive during the process of registration.

Registration and Account of the User:

The user of TheLDrive may register as per procedure and directions listed on TheLDrive app. After acceptance of the Terms of use and Privacy Policy of TheLDrive the following basic information is collected from the user for the purpose of registration:

- a) Name of the User
- b) Mobile Number of the User
- c) Email Address of the User
- d) Location/Address of the user

After creating a Profile/Account with above credentials any user of TheLDrive may login and use TheLDrive for enrolling with registered and recognised driving schools i.e. recognised by the each State Transport Departments. The User is personally responsible to keep his or her password confidential and shall not share the same

with any third party. The User shall be responsible for all activities which take place with respect to his or her account. In the event there is any misuse of the account of the User the same shall be notified to us via registered email immediately. TheLDrive is not responsible for any misuse of the account of the user due his or her failure to keep their account and Password information confidential. To the maximum extent which is permitted by law, TheLDrive will not be liable for any loss that may be incurred as consequence of misuse of and unauthorized usage of registered user's account information in connection with TheLDrive or any of its services.

You as the user of the account shall be solely responsible to provide accurate information with respect to your personal details at the time of registration of the account.

In the event the Operator of TheLDrive suspects that any false or misleading information is provided with respect to any account, then TheLDrive shall have the absolute power to suspend, block or terminate the said account.

In the event the Operator of TheLDrive is not able to verify your information as the user of TheLDrive with respect to any account then it shall have the absolute power to suspend, block or terminate the said account.

The Operators of TheLDrive shall have the exclusive right to use and possess your information and usage of such information shall not amount to violation of any rights as the same is done with your permission and consent. The said information and data obtained by the Operators shall be also governed by the Privacy Policy published and the user is advised to go through the same in detail before acceptance and after the acceptance by the user, it shall mean deemed acceptance of the terms and conditions herein and also the terms and conditions of the Privacy Policy.

You understand, accept and acknowledge that you are liable to be prosecuted as per law with respect to any false information made by you on TheLDrive using a false identity or otherwise.

Any person who is guilty of making a false claim or complaint for fraudulent purposes against TheLDrive ,shall be liable to face criminal and civil prosecution as per law.

Access to the Platform:

You agree and understand that we at TheLDrive always strive to provide uninterrupted hassle free access to TheLDrive, however on rare occasions the access to the website is not guaranteed at all times due to maintenance issues and also other issues including technical issues with respect to the Technology used in operating TheLDrive and also issues relating to the World Wide Web, TheLDrive will not in any way be held liable for any claim for damages, that may ensue due to these rare interruptions which may occur during use of the TheLDrive and website theldrive.in. TheLDrive does not in any way provide any warranty of any sort of quality of the Services and data it offers on the website.

No Charges:

TheLDrive would not be charging any registration or enrolment fees for connecting its users to registered/ recognised driving schools close near their location. Therefore the deficiency of service as per the Consumer Protection Act, 2019 would not apply to TheLDrive.

Amendments:

The operators and owners of TheLDrive, reserve the rights at their sole discretion to change, modify, add or remove portions of the Terms and Conditions, at any time without any prior written notice/intimation to you as the user. It shall be the responsibility of the user to review these periodically for any updates / changes. The continued usage of the platform subsequent to the posting of updates/changes shall mean that the said amendments are accepted and agreed by the user and that the user shall be bound by them. As long as you comply with the stipulations of these Terms and Conditions, you are granted personal, non-exclusive, non-transferable, limited privilege to enter and use the TheLDrive Website/App.

Trademarks, Logos and other Intellectual Property Rights:

All trademarks, logos including the button icons, text, graphics, data compilations, images, audio clips and any software on the platform and contents of TheLDrive shall not be misused in a manner whatsoever by a registered user

You agree and understand that you may face legal action if you infringe any intellectual property rights of any content posted on the said App/website.

You agree and accept that you will not create any databases concerning any data obtained from TheLDrive.

Privacy Policy:

The Privacy Policy of TheLDrive which is published on the platform shall form part and parcel of this application and also website and user shall comply with the terms and conditions as set forth in the Privacy Policy. By Accepting the Terms and Conditions herein, it shall also mean deemed acceptance of the Privacy Policy. Kindly please peruse the privacy policy on the App/website while reading these terms and conditions herein. The terms of use and privacy policy maybe changed from time to time and the user is expected to check the same. The acceptance once given is deemed acceptance by a user and it's the responsibility of the user to be updated with the App/websites updates and privacy policy. The information provided by you to us is highly confidential and will be governed by the terms and conditions as set forth in the Privacy Policy.

No Liability for violation of information by Third Parties:

You understand and acknowledge that the information like your name, phone number, location and address would not only be shared with driving schools but also shared with showrooms, driver providers and other such related providers and TheLDrive shall not be held liable to its users or any third parties with respect to any liability arising out of such violations if any due to the said data sharing to Third Parties, privacy or any other laws.

Compliance of Applicable Laws of India:

Every user of TheLDrive shall comply with all applicable laws of India while using TheLDrive.

Indemnity and release:

You shall indemnify and hold harmless TheLDrive and its employees, affiliates, officers, directors from any loss caused or claim filed by third party or penalty imposed due to your actions in not complying with any applicable law in the Territory

of India for not complying with the Terms and conditions as set forth in this Electronic Record herein including the Privacy Policy which is also published on the Web Platform. You also agree to waive any claims you may have in this behalf.

You release and indemnify TheLDrive its employees, directors, affiliates from any cost, liability, damages, or other actions which may be reasonably attributable to the warranties and representations of the service providers on TheLDrive.

TheLDrive cannot verify all the information of its service providers with respect to its services on TheLDrive and hence the users cannot sue TheLDrive for any deficiency of service or wrongful information provided by the service providers on this App/website.

Details of operators:

TheLDrive is owned and operated by PLAVA SOFT LLP having its registered office at 13-229/5/a/3,Officers colony,Shadnagar,Telangana-509216 and maybe contacted by using official email address which is info@plavasoft.com or toll free number +91 9494383584.

Assignment:

No part of these Terms and conditions may be assigned by you to a Third party. TheLDrive may assign these terms and conditions to a third party without you prior written consent.

Disclaimers: Certain particular services on the App/website may contain additional disclaimers and conditions displayed at the time of registration on TheLDrive, You understand that you will be bound by the said disclaimers on the Platform when you use our App/website.

Governing Law and Jurisdiction:

These terms and conditions shall be governed by the laws of India and courts in Hyderabad will have the exclusive jurisdiction to entertain all disputes that may arise from said breach of the Terms and Conditions by either of the parties to this agreement.

Electronic Transactions and communications: You agree to receive notices through emails and also agree that all transactions done on your account

electronically through the website or Application shall be concluded business between you and the service provider and TheLDrive shall have not have binding obligation contractually with the user or service provider. You also agree to receive notice and communications from the operators of TheLDrive electronically through email and the said communication shall be valid in law.

Access to Third Party Services on TheLDrive:

You understand that TheLDrive Operators are merely a tool or a mode to connect service providers with its users to get registered with services providers and also offers certain ancillary services in addition to the primary roles. Service providers and users are subject to independent agreements and that TheLDrive is nowhere concerned with any cost or liabilities arising out of the same. You understand that the said platform is created in order to facilitate transactions between users and service providers for considering to avail their services.

All advertising of services on TheLDrive is done by the Third party service providers and the Operators of TheLDrive. TheLDrive has no responsibility and has no liability with respect to any false advertising that may be done by the Third Party Service providers or any loss caused to you due to the said representations by the Third Party service providers on TheLDrive.

You agree and understand that you are transacting on TheLDrive at your own will and using your own prudent reasonable Judgment in order to avail the services being listed on TheLDrive by independent Third Party service providers and that TheLDrive and it's operators shall not in any manner be responsible for any such transactions with regard to the said services being listed and advertised.

TheLDrive Operators do not in any manner provide any warranty with respect to the efficacy, promptness and quality of services listed on TheLDrive.

TheLDrive shall not in any form or manner be responsible for any deficiency, fake, illegal, counterfeit, refurbished which have been availed by the users from any Service provider listed on TheLDrive. TheLDrive shall not have any liability towards the said user and that the concerned Service provider shall be solely responsible for the same.

You understand and accept that any service availed by you on TheLDrive shall be subject to commercial terms between you and the service provider listed on TheLDrive. TheLDrive is merely responsible for listing the service provider on App/website.

You understand and accept that TheLDrive does not provide any guarantee for completion of any transaction between any user and service provider on TheLDrive and TheLDrive is not responsible for any breach of contract between any user and Service provider with respect to any service offered.

You understand and accept that any deficiency of service by service providers on TheLDrive shall be solely the responsibility of the Third Party Service provider and TheLDrive will not accept any liability towards the same.

You understand, acknowledge and accept the Service provider on TheLDrive shall be solely responsible for any issues relation to quality of the said service and TheLDrive shall have no responsibility or liability with respect to the same.

You understand and accept that once a contact has been shared or connected between a user and service provider, TheLDrive's role shall end and TheLDrive have no responsibility or liability whatsoever with respect to the said Bipartite Contract between user and service provider.

Compliance with Applicable Cyber Laws:

By using the said Platform you agree that you will comply with Applicable Laws of India including the Information Technology (Intermediary) Rules, 2011 and you shall act in an ethical manner and provide the correct information as per law and comply with applicable law.

You agree that you will not in any way cause any damage to TheLDrive while using the App/website and committing any illegal acts, nuisance etc.

Objectionable Content:

You agree that you will put on notice the operators of TheLDrive with respect to any objectionable content on the website so that they review and take the said content down from the website. You agree and understand that TheLDrive will not be

responsible or liable for any objectionable content posted on Platform without its knowledge.

Third Party Websites:

You agree and understand that certain content displayed on TheLDrive may contain links addresses to third party websites and the operators of TheLDrive in no way certify those third party link addresses and in no way have any relation to such websites and are not responsible for any actions which may take place if a user visits such websites and uses them.

Software Updates:

You agree that the App/website may be updated from time to time with new software and shall use the same in compliance with the new software terms and conditions if any. You also agree that in the event any delays are caused due to the said software updates you will not hold TheLDrive responsible or liable in any way as the same is beyond their reasonable control.

Failure to comply with the Terms and conditions set forth herein for an event beyond reasonable control:

You agree and understand that TheLDrive will not be held responsible or liable for any event which may result in failure to comply with the terms of conditions set forth herein, if the said event is beyond our reasonable control. Similarly you understand that TheLDrive will not be held responsible for any delay which is beyond our reasonable control.

Addressing of Grievance:

In the event you have any grievance or complaint or issue or query or feel that your rights violated as per the terms and conditions set forth you may address your grievance in the form of an email to the following info@theldrive.in will reply back within seven working days addressing your grievance.

E-Mail:

The said email must contain the exact details of the person corresponding and his personal details for purpose of communication through email and also must clearly describe the issue or complaint or query in order for resolution of the same. The said grievance or complaint or query or issue must contain all necessary details in order for the representatives to assess the same and take appropriate action if any which is needed to be taken.

Waiver:

A waiver of any one of the conditions of this terms and conditions does not amount to a waiver of all the Terms and conditions set forth herein and action can still be taken against you for any breach of the said Terms and Conditions.

Severability:

If any part or portion or clause of these Terms and conditions becomes void or for any reason unenforceable, such clause may be deemed to be severable from the rest of the agreement and the same shall not affect the legal validity of the rest of the agreement as a whole.