

Terms and Conditions

This SERVICE AGREEMENT (“Agreement”) stands effective as on the date of signing. Here in after registered driving schools with the each State Road Transport Department the service provide under this agreement would be referred to as “Service Provider” or “Driving Schools”

BETWEEN:

The registered driving school, through its duly appointed authorized signatory only(hereinafter, referred to as “**SERVICE PROVIDER**” or “**DRIVING SCHOOL**” or “**YOU**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include your heirs/subsidiaries, affiliates, successors and permitted assign) shall constitute the “**FIRST PART**”.

AND

PLAVA SOFT a registered LLP , under section 12(1) of the Limited Liability Partnership Act, 2008. having registered office address is situated at 13-229/5/A/3, Officers Colony, Near Hanuman Temple, Shadnagar, Ranga Reddy Dist, Telangana-509216.

(hereinafter referred to as “**OUR**”, “**We**” or “**Us**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all the successors and permitted assigns) shall constitute the “**SECOND PART**” .

WHEREAS it is agreed that the Service Provider/you/Driving School and us may be referred to as the “Party” individually and as the “Parties” collectively, as the context may require.

For the purpose of this Agreement, the words Service Provider/you/Driving School are used herein to refer to you and include you and other person or entity on whose behalf you may be acting.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

TheLDrive is an mobile application and also a website located at Play Store and theLdrive.in (“Website”) run by PLAVA SOFT LLP. And that you wish to register with us as you intent to provide driving school services to all those who are interested to learn driving and are above the age of 18 years.

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, 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. We shall notify via App updates with regard to the changes made in the agreement and upon you accepting the update the same constitutes valid acknowledgment of the change/modification.

Your registration 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.

Service providers

A. Driving Schools

Any driving school registered with the Road Transport Departments, registered with TheLDrive would constitute as service provider.

B. TheLDrive software that enables the driving schools to enter the data of its learners/users such as track their classes, schedule, payment summary, tracking attendance of employees working at the driving schools along with daily expenditures and salaries to be paid to their employees.

C. Show Rooms

Any automobile show room that agrees to be a service provider by offering services to sell to the users of TheLDrive their automobiles would also constitute as a valid service provider of TheLDrive.

D. Any other Service Provider Added by PLAVA SOFT

Plava Soft reserves the sole right to add any other service provider to the list of service providers to offer to its users.

Service Requirements

The App/Website and our registration process are available only to, and may only be used by, individuals who are 18 years of age or older, who are capable to form legally binding contracts under the applicable law, and who are physically located within the territory of India. By completing the process of registration you agree and warrant to the same.

If you are registering an entity, then you represent and warrant that : (a) You are duly authorized by such entity as required by its governing documents to enter into this Agreement and bind such entity; and (b) The business revenue of the entity being registered is taxed in the state in which it operates.

1. Account Information : As part of our registration process, you must enter certain personal identifiable information such as your driving school name, address, postal code, state, mobile number, email ID, Aadhar card, Pan Card, Logo/ photos, bank account details for transactions, GST number (if any) to setup your account with us. You must keep all account information current at all times.

2. Transaction : TheLDrive is a mode used to facilitate interactions between service providers and users. We are not directly involved in the transactions between service providers and the users nor do we have any involvement in the contract entered into between the service providers and the users.

4. Registration Completed : In order to complete your registration with us, you must acknowledge and agree to all of the terms and conditions in this agreement, which includes our Terms of Use, our Privacy Policy, and any other documents referenced in this Agreement. By entering into this agreement, you agree to comply with all local laws regarding online conduct and acceptable content. You are responsible for all applicable taxes. In addition, you must abide by all other rules,

policies and procedures that may be published from time to time on the App/Website of which are incorporated herein by reference and each of which may be updated by us from time to time without notice to you.

5. Tenure of the Contract : The contract tenure would subsist until one party revokes the existing contract.

6. Terms of functioning to be followed by the service provider:

6.1 The Service Provider/Driving Schools expressly agrees and accepts that it is required to pay TheLDrive a sum of Rs. 150/- for each Learner/user enroller on the TheLDrive software and also pay Rs. as defined for tracking their employees performance and payment of salary. The said amounts mentioned are not final and are subject to review, renewal of charges upon mutual agreement, update and consent.

6.2 The Service Provider/Driving School shall expressly ensure that the data entered by the driving school through this App/Website shall not be used for any promotional purpose by them.

6.3 The Service Provider/Driving School shall ensure to protect and preserve the data shared with all due diligence and shall also ensure and safeguard the said information from being violated or abused. In other words the service provider expressly agrees to not share the data of the users on this App/Website with anyone.

6.4 The Service Provider accepts and acknowledges that if we decide to delete any data the same cannot be restored or provided to you. Such deletion is at our sole discretion and our decision with regard to such deletion is final and irrevocable.

6.5 The Service Provider agrees and accepts that any violation/liabilities that arise out of data leaks or abuse, the service provider shall undertake to bare the liabilities and warranties arising out of the same.

6.6 The Driving School/Service provider shall ensure that they enter the data/information and profile of the user correctly and cross check the same to avoid difficulties arising due to such wrongful entry.

7. Billing and pricing:

TheLDrive at anytime can call upon service providers and users to pay charges of subscription and user fee upon prior intimation to both parties.

8. Termination: You agree and accept that you are responsible and obligated to pay TheLDrive as and when we call for payment of subscription fee. If the amounts billed to your account are not paid in full or become pasted dues, then we may either suspend the use of your account/subscription and all services offered in connection with regard to the same. Failure to pay subscription charges would attract legal action against you.

9. Transferability: You may not transfer, sell or assign your subscription with TheLDrive to another party. If you are registered as business entity, you personally guarantee that you have the authority to bind the entity of this agreement.

10. Use of Website: You shall not use the App/Website for any illegal or unauthorized purpose and you shall not violate any laws state, central or local laws of your jurisdiction including, but not limited to, intellectual property laws.

11. Offers for Subscription: We are not directly involved in the transaction between users and service providers and we have no involvement in the contract between a user and service provider. Consequently, we do not transfer legal ownership of the subscription from the service provider to the users, and we do not have control over the safety, morality or legality of any aspect of services offered by the service provider on the website/App, or the ability of the user to pay for such services.

By offering service of driving school on the website you warrant that (a) You in all aspects of services comply with this Agreement and our published policies; (b) You have full rights to provider driving school services; (c) You are licensed to provide the driving school services, if so required ; (d) You may provide driving school services listed on our website/App.

12. Payment cycle : Upon each referral of learners or users, we shall retain agreed sum of Rs. defined as service charge provided by us and the same shall be deposited to our Account. Driving Schools are also required to pay the agreed sum for using TheLDrive software. All the charges are not final and are subject to review and changes upon mutual agreement, update and consent.

13. Cancellation Terms: If you the service provider wishes to cancel or withdraw the subscription to our App/Website, the same can be done by you by giving us a prior notice of one month to unsubscribe.

15. Service Updation : You shall mandatorily update as and when new eligible drivers for teaching driving are added to your team. The service provider shall also bare in mind to mandatorily comply with all the licenses and appoint experienced driver.

16. Sale/Promotions : If you would like to offer promotional or other seasonal discounts, you must write to us a week in advance and we would generate discount Vouchers accordingly. The same is chargeable upon actual of sale/Promotions.

17. You the First part to this agreement (Service Provider), agrees and acknowledges that we the Second Part of this agreement, shall be entitled to recover/adjust any outstanding amount due and payable by you to us under this agreement.

18. You hereby agree to accept all liabilities that may arise due to deficiency of service to the users , you will be solely responsible for the consequence if any and we will not be held responsible in any manner for any such claims whatsoever.

19. You agree that you will abide by the terms and conditions of this Agreement, and also follow all the policies made by TheLDrive from time to time.

20. User Ratings : Registered users may review, rate and comment on a service provider. You are required to understand that such reviews, ratings and comments are not made by us. You agree that we the Second Part to this agreement shall not be responsible or liable for any damage or loss, directly or indirectly, caused or alleged to be caused by or in connection with any such review, ratings or comments.

21. Restrictions: You are solely responsible for your conduct and activities on the App/website and for all data, text, pictures, logos, images, pricing, graphics, terms and conditions for your offer for service, all other information that you type, input posts, or upload on our App/website. You must perform the necessary due diligence to make sure your Services are in strict conformity with all the applicable laws before you offer service on our App/website and any deviation from applicable laws make you alone liable and we will not be responsible for any action initiated for

not adhering to the applicable laws while posting Advertisements on the App/website. If we conclude that service is prohibited, possibly illegal or inappropriate, then we may, without any notice to you, immediately remove them from our App/website as well as your offer for service. We reserve the sole right and discretion to determine whether an offer for service, is appropriate for our App/website.

22. Prohibited Conduct: The following are prohibited on the App/Website: creating an offer or listing for the sole purpose of sharing photographs or other information with the community; statements that are false, inaccurate or misleading, or misrepresent a service of illegal, counterfeit or stolen items; using the property of another without proper authority; our Privacy Policy or any other policy published on the App/Website; violating any applicable law, statute, ordinance or regulation including, but not limited to, laws governing export control, consumer protection, unfair competition, anti-discrimination or false advertising; listings intended to circumvent TheLDrive transaction fees by directing potential customers to other App/Websites or by offering contact information to other through the information provided on our App/Website.

23. Right to Refuse Service: We reserve the right to, in our sole discretion, temporarily suspend or deactivate your account, or to permanently close your account. We also reserve the right to refuse service to anyone, for any reason, and at any time.

24. TheLDrive Content: Content of TheLDrive shall not be used by you in any case, TheLDrive owns or has rights to (a) all intellectual property on the App/Website including without limitation, all trade names, taglines, trademarks, service marks, and patents; (b) all code and functionality of the App/Website; and (c) all text, designs, graphics, pictures, images, and information on the App/Website (collectively, the "TheLDrive Content").

No right, title, interest, or license in any TheLDrive Content is transferred to you. TheLDrive retains all of its intellectual property rights in all the TheLDrive Content. You agree not to: (a) Alter, copy, decompile, reverse engineer, distribute, transmit, or otherwise appropriate or modify any TheLDrive Content, and (b) Negatively alter or damage the TheLDrive Content.

25. Your Content: We do not claim any ownership rights in or to Your Content; however, by inputting or uploading Your Content onto the App/Website, you give us a non-exclusive, perpetual, irrevocable, sub-licensable, royalty-free license to use Your Content in connection with the App/Website. In addition, you give TheLDrive the right to publish, display, copyright, distribute, catalog, organize in a database or directory in any form or media, and to any other rights you have in Your Content that may be necessary for the App/Website. Moreover, you give TheLDrive the right to store, re-format, and display Your Content on the App/Website in any manner deemed appropriate by TheLDrive.

26. Re-Posting of Your Content: By posting Your Content on the App/Website, it is possible for a third party to re-post Your Content on another Website. You agree to hold harmless TheLDrive for any dispute concerning the use of Your Content.

27. Scope of Control: You are solely responsible for your conduct and activities on the App/Website. You agree to use the App/Website for lawful purposes only. You agree not to take any action that might affect the security of the App/Website, or render the App/Website partially or wholly inaccessible to others.

28. Privacy: You cannot obtain the personal information of any other user of the App/Website in any case, including an email address and mailing address. You should refer to our Privacy Policy for information about the prohibitions of use of personal information.

29. Confidentiality Clause: We will not be able to provide you any data from our customer database, as this would violate our privacy policies.

30. Disputes: If you have a problem with the App/Website, TheLDrive or any dispute that needs to be resolved then please contact us at www.theldrive.in to report the problem. TheLDrive at its sole discretion may try to help users resolve disputes; however, TheLDrive does not have any obligation to resolve such disputes. To the extent TheLDrive takes any action to attempt to help a user resolve a dispute, TheLDrive will do so in good faith based solely on TheLDrive policies; provided, however, that TheLDrive actions shall not constitute a waiver of any rights held by TheLDrive nor adversely affect or otherwise invalidate or void any release granted by you to TheLDrive. TheLDrive cannot advise a user on the law or make judgments regarding legal issues or claims. You hereby release TheLDrive for and from any

and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

31. Release: You release TheLDrive for and from any and all claims, demands, and damages of every kind and nature, known or unknown, arising from, related to, or in connection with, (a) your use of the App/website, (b) the use of the website by others, (c) your actions, inactions, and/or omissions and those of users of the App/website,(d) the promotion or advertising of services on the App/website, and(e) the use of the App/website to offer for services.

32. Severability: If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect TheLDrive intent and to become enforceable. All remaining provisions of this Agreement will remain in full force and effect.

33. No Agency: You and TheLDrive are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

34. No Warranty: TheLDrive PROVIDES THE APP/WEBSITE, ALL SERVICES ON THE APP/WEBSITE, AND ALL CONTENT AND THIRD PARTY CONTENT ON THE WEBSITE ON AN "AS IS," "WHERE IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. THELDRIVE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE APP/WEBSITE, THE SERVICES OFFERED ON THE APP/WEBSITE, AND ALL CONTENT AND THIRD PARTY CONTENT ON THE WEBSITE. MOREOVER, THELDRIVE DOES NOT WARRANTY OR GUARANTY:(A) THE TRUTH, ACCURACY OR COMPLETENESS OF ANY CONTENT OR INFORMATION ON THE APP/WEBSITE,;(B) THE SAFETY OR LEGALITY OF SERVICES OFFERED ON THE APP/WEBSITE;(C) THE PERFORMANCE OF ANY SERVICE PROVIDER OR THE PAYMENT FOR ANY SERVICES OFFERED ON THE APP/WEBSITE. NO STATEMENT WHETHER VERBAL OR IN WRITING OBTAINED BY YOU FROM THELDRIVE WILL CREATE ANY WARRANTY.

35. Limitation on Liability: THELDRIVE IS NOT AND WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, INCIDENTAL, CONSEQUENTIAL, AND/OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, BODILY INJURY, EMOTIONAL DISTRESS, ARISING OUT OF OR RELATING TO: (A) YOUR CONDUCT OR THE CONDUCT OF ANYONE ELSE IN CONNECTION WITH THE USE OF, OR ACCESS TO, THE APP/WEBSITE, PRODUCTS OR SERVICES OFFERED ON THE APP/WEBSITE; (B) ANY TRANSACTION FACILITATED BY OR THROUGH THE APP/WEBSITE; (C) ANY CONTENT ON THE APP/WEBSITE OR ANY ERRORS OR INACCURACIES IN SUCH CONTENT, OR ANY OMISSION IN CONTENT; (D) CHANGES, MODIFICATIONS, OR ALTERATIONS TO YOUR CONTENT, IMAGES OR INFORMATION, WHETHER OR NOT AUTHORIZED BY YOU; AND/OR (E) THE THELDRIVE CONTENT, ANY OTHER CONTENT, AND/OR ANY OTHER MATTER RELATING TO THE APP/WEBSITE, WHETHER OR NOT THELDRIVE HAS BEEN ADVISED OF SUCH DAMAGES.

36. Indemnification: YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THELDRIVE FOR AND FROM ANY AND ALL CLAIMS OR DEMANDS, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF: (A) YOUR FAILURE TO ABIDE BY THIS AGREEMENT, THE TERMS OF USE, OUR PRIVACY POLICY, AND ANY OTHER DOCUMENT INCORPORATED BY REFERENCE IN THIS AGREEMENT, (B) YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY, (C) ANY SERVICE OFFERED ON THE APP/WEBSITE, (E) CONTENT UPLOADED TO OR POSTED OR MADE AVAILABLE ON THE APP/WEBSITE, (F) ANY REVIEW, RATING OR COMMENT POSTED ON THE APP/WEBSITE OR (G) YOUR USE OR INABILITY TO USE THE APP/WEBSITE.

37. Governing Document and Governing Law & Jurisdiction: In the event of a conflict between this Agreement and our Terms of Use/privacy policy, the terms and conditions of this Agreement shall govern. Agreement shall be governed by and construed in accordance with the laws of India and the Parties consent to the exclusive jurisdiction of the courts in **Hyderabad**.