

Terms And Conditions

Future Drive welcome you at www.thefuturedrive.com for doing your car search (both new and used car), inspection, price discovery/valuation and sale & purchase of used car, access to car loans, and other services in automobile space. THESE WEBSITE TERMS OF USE ("Terms Of Use") IS AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS / RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THESE TERMS OF USE DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE. This Terms of Use is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of Website (defined below).

The domain name www.thefuturedrive.com is owned/licensed and operated by Future Drive, a company incorporated under the Companies Act, 1956 with its registered office at East Nadakkavu, Eranhipalam Post, Calicut, Pin-673006, Kerala, India. Users of the Website These Terms of Use of the website available at www.thefuturedrive.com, and [the guest users or registered](#) (hereinafter referred to as "You" or "Your" or "Yourself" or "User") describe the terms on which Future Drive offers You access to the Website for availing services and buy products, as are incidental and ancillary thereto ("Services", and more particularly defined hereinafter).

Acknowledgment

Entire Agreement: These Terms of Use together with below listed documents/policies (without limitation) available either at Website or entered separately by Future Drive with You, as applicable, and all other notices, rules, guidelines with respect to Your use of Website, constitutes the entire agreement ("Agreement") between Future Drive and You.

Privacy Policy
Additional Terms and Conditions
Terms of Sale

You acknowledge and agree that Your usage (defined below) of the Website are strictly regulated and governed by the terms and conditions of this Agreement.

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PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OR REGISTERING ON THE WEBSITE OR LISTING ANY ITEM, ACCESSING ANY MATERIAL, INFORMATION OR SERVICES, POSTING ANY ADVERTISMENT/INFORMATION AT OR THROUGH THE WEBSITE. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE DO NOT USE THE WEBSITE.

Future drive use third-party service providers to assist Future Drive in improving our Services and Website and to monitor our Users' interests and activities. You hereby authorise Future Drive and/or third party service providers engaged by Future Drive to collect, use, store, analyse, reproduce, publish, and adapt (either on its own or through third party service provider) the information in relation to Your use of the Website for the purpose of data analysis and for improving Your experience on the Website. You acknowledge that this is solely undertaken by Future Drive to improve Your experience in relation to the use of the Website and the provision of such Services shall be subject to such additional terms and conditions of Future Drive and/or third party service providers.

Future Drive shall not be responsible for any service availed by You from such third parties or any payment made by You to such third parties in connection with the services. Any concern or claims in relation to such services should be directed by You to such third parties. If you click on the links to third-party websites, you leave the Website. We are not responsible for the content of these third-party websites or for the security of Your personal information when You use the third-party websites.

Eligibility

Service available through or use of the Website is available only to persons of majority (18 years of age or more) and who can legally component to form a contract under the Indian Contract Act, 1872 (as amended from time to time), or any other act or enactments to which the person is subject.

Persons who are incompetent, to make a legal and valid contract, for any reason whatsoever (minor, lunatic, insane, un discharged insolvent or otherwise) are not eligible to use Our Website and avail Our Services. BY ACCESSING OUR WEBSITE OR AVAILING ANY OF OUR SERVICES, YOU REPRESENT TO THE FUTURE DRIVE THAT YOU ARE MAJOR AND LEGALLY COMPETENT TO FORM A VALID CONTRACT UNDER THE TERMS OF USE.

Further to this, Future Drive reserves its right, without assigning any reason, to restrict or limit Your access to the Website and can further terminate Your access to Website and deny the Services or any other product available through or at Our Website. This right of suspension / termination of Services of Future Drive, is in addition to any other remedy available to Future Drive, for access & usage of Website or availing any of Our Services through Website, which is in contravention of any of the terms and conditions of Terms of Use or this Agreement or any other applicable law

Important

This Website, which provides a platform to users to avail the Services. Any information provided either through or at Website is only for information purpose and such information does not substitute any specific advice whether investment, legal, taxation or otherwise and are not intended to provide You with any nature of certification, guarantee or warranty. Future Drive is not responsible and cannot be held liable for any transaction between the Website's User.

By accessing, browsing and using this Website or availing Services, You agree and acknowledge that, You understand this limited and restricted use and accessing, browsing or using this Website or availing any Services is out of your own free will, discretion and responsibility.

Future Drive reserves its right to modify, suspend, cancel or discontinue any or all sections, or Services at any time without any notice. Future Drive reserves the right to make modifications and alterations in the information contained on the Website without notice. You agree that Future Drive shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Website.

You expressly agree that any information provided on the Website shall be used by you at your risk. You are advised to hereby make proper enquiries and use the information provided on the Website.

From time to time Future Drive may supplement its Terms of Use with additional terms pertaining to specific content and Your usage of mobile app may further require you to abide by the additional terms of third party e.g. Play Store etc. before download and installing the mobile app. These terms are collectively referred as ("Additional Terms"). Such Additional Terms are hereby incorporated by reference into these Terms of Use

Services

Future Drive provides a platform to the Users of Website and acts as an Intermediary. All information and material available on the Website is only to assist the User of Website who are interested in the Services provided by Future Drive and who wants to explore more options before concluding their transactions. Among other services and information, Future Drive may provide any or all the below listed services to the Users:

Website may provide the information on new cars or upcoming cars including without limitation price, specifications, dealer locations etc. Future Drive will provide services to research cars, prices, technical specifications, other car attributes, and warranty and road side assistance.

The services can include listing of your used cars, online or browsing through the list of used cars listed by Users of Future Drive. Services can further include the facility to advertise / exhibit / make available for sell various products including without limitation auto products, accessories, services to other Users of the Website. Future Drive makes no claims that the any such information / data as available is accurate or applicability of the information to any specific situation.

Future Drive may also provide the user the ability to send SMS to the user's top callers or send an email to the users friends letting them know about the service.

Website may provide certain Features, Content ("Features" and "Content" are defined below) that enable sending/receiving invites/solicitation messages/reminders to your contacts whose details, as required under the specific Features, are submitted and specifically permitted by you to be so used.

Website may provide the facility to the Users for their engagement for buying and selling the various products under the Terms of Use.

Website may also provide information on additional products of third party e.g. banks, financial institutions, insurance company, dealers etc. pertaining to loan, insurance, and other services ancillary and incidental thereto.

Future Drive may also provide services towards facilitation of sale and purchase of Your used car to used car dealers and other services ancillary and incidental thereto including without limitation inspection and price discovery/valuation of Your used car.

All the above listed services are provided at the sole discretion of Future Drive, and You acknowledges and agree that Future Drive can add or provide additional services not listed above, or can remove / suspend / cancel any or all services/products, listed above without any notice or liability.

Features And Content

"Contents" or "Content" shall mean any and all information, data, text, software, music, sound, photographs, graphics, video, messages, materials, news, notices, articles, contracts, forms, documents or other materials and information which may be viewed or downloaded on or through this Website. Contents shall also include any e-mail, messages, e-cards or any other information furnished by a user to be displayed on the Website by Future Drive.

"Feature" or "Features" : A "Feature" may include any interactive, value addition service or other additional feature including without limitation comparison, 360 degree view etc. which are introduced or available on the Website.

Future Drive may allow the User of Website to upload or post certain content, data or information, message, files, photographs, pictures, articles, feedback or any other material of combination thereof (collectively referred to "User Content") accessible to others or transmit communications to others. Some of these tools may be operated by third parties, and Your use of them is subject to both the terms of this Agreement and to the policies of their third-party providers. This Feature is available to You as a matter of convenience only and to express Your views on products / services available through or at Website.

Being the originator of the User Content, You are solely responsible for the User Content that You upload, post, publish, transmit or otherwise make available on the Website. You represent that you have obtained all relevant consents and approvals in order to post any User Content. You further represent that all such User Content will be in accordance with applicable law. You acknowledges and agree that of the User Content posted or transmitted through our Website represents the views of the author, and not of Future Drive. You also acknowledge that your use of or reliance on such content is at your own risk.

You acknowledge that Future Drive does not endorse any User Content on the Website and is not responsible or liable for any User Content. In case the User Content is in violates/infringes any patent, trademark, trade secret, copyright or any other proprietary or privacy rights of any third party or in contravention of any applicable law, then Future Drive at its sole discretion may remove or disable the access to the User Content or any part thereof, without any notice to User.

Assignment of User Content: You hereby grant Future Drive a perpetual, non-revocable, worldwide, royalty-free and sub-licensable right and license to use, copy, distribute, display, publish, transmit, make available, reproduce, modify, adapt the User Content and create derivative works of the User Content. You represent and warrant that You own or otherwise control all of the rights to the User Content that You post or that You otherwise provide on or through the Website; and that, as at the date that the User Content is posted or submitted on the Website: (i) the User Content is accurate; and (ii) use of the User Content, You supply, does not breach these Terms of Use; and (iii) that such User Content is lawful.

Your Account And Login Options

User may access to the Website or other information and material as available on the Website, as a guest user, without any requirement of registration. User can do research and compare the products available on the Website as per their convenience. Certain features and information available on Website for all users (called 'Guest User') who do not need to register or create any account on Website. However services to Guest User are limited in the sense that not all the features or functionality are available until the User is registered/create account on Website or provide certain personally identifiable information.

To avail the certain features, not available for Guest User, You need to register / create an account by providing certain details e.g. Your name, contact details, email id etc. ("Your Information"). Once You register with Website and provide Your Information and complete the process of registration, Future Drive set up an account by providing login id and password ("Your Account") which is unique to You. Subject to Your compliance with account creation guidelines and any other applicable law, rule, Future Drive recognize You as a registered user (Registered User) and You can login into Your Account and avail the Services and access to other features and information not available to Guest Users.

If You use or access Our Website or avail any Services through or at Website as a Registered User, You acknowledge and agree that You shall be solely responsible for maintaining the confidentiality and shall not disclose the details of Your Account to any other person and that any activity occurred under Your Account shall be Your responsibility.

You agree that when You provided Your Information while registering/creating Your Account with Us, You shall not provide any information which untrue, false, inaccurate or not current and shall not use the details of any other person, or another user's account. Future Drive may suspend/delete Your Account or can limit/deny the access to the Website or Services, any time, if Your Information is found to be untrue, false, inaccurate, not current or pertains to another user's account.

You agree that collection, storage, sharing or disclosure of Your Information that You provide to Us either as a Guest User or Registered User or otherwise shall be governed by the Privacy Policy of Future Drive, incorporated herein by way of reference.

User's Obligation

Subject to the compliance with all applicable laws, rules and terms and conditions of this Agreement, Future Drive grants the User a limited, non-exclusive, non-sub-licensable, non-transferable, revocable and limited permission to access and use the Website and avail the Services provided through or at the Website.

You acknowledge, agree and undertake that the Your use of the Website shall be strictly governed by this Agreement (including Term of Use) and the following binding principles:

You shall not use or access the Website or avail the Services by any means other than through the interface that are provided by Future Drive.

When You use the Website or Website and/or the Services You specifically undertake not to host, display, upload, modify, publish, transmit, update or share any information or Content or User Content that:

belongs to another person and to which the User does not have any right to;

is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;

harms minors in any way;

infringes any patent, trademark, copyright or other proprietary rights;

violate any applicable laws or regulations for the time being in force within or outside India;

deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

impersonate another person or entity;

contain software viruses or any other computer code, files or programs designed to interrupt destroy or limit the functionality of any computer resource;

threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting of any other nation;

is misleading in any way or shall not , directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.

engage in any activity that interferes with or disrupts access to the Website or the Services available through or at the Website and shall not attempt or involve in the transmission of "junk/phishing mail", "chain emails / letters", "spamming" or "unsolicited mass mailing".

attempt to gain unauthorized access to any other user's account, Website any portion or Feature of the Website, any other systems or networks connected to the Website, or any computer resource / servers, of Future Drive connected with the Website to provide the Services. You shall not access the Website, Features or any of the Services offered on or through the Website, by hacking, password mining or any other illegitimate means or through automated means including robot, deep link, page scrape;

You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website, nor disrupt, interfere, breach the security or authentication measures on the Website or any network connected to the Website or cause any harm to the Website, system resources, servers of Future Drive connected to or accessible through the Website. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Website, or any other customer of GAPL, including any other Account on the Website not owned by You, to its source, or exploit the Website or Service or information made available or offered by or through the Website, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for by the Website;

use the Website or Content for any purpose that is unlawful or prohibited by the Agreement, or to solicit the performance of any illegal activity or other activity which infringes the rights of Future Drive or other third parties;
falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
violate any code of conduct or other guidelines, terms of this Agreement which may be applicable for or to any particular Service;
You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name, trade name or domain name used by Us or otherwise engage in any conduct or activity that might spoil the image or reputation of Future Drive or buyers/sellers on Website or otherwise.

Audit

Future Drive at all times reserves its right, but not an obligation, to audit the Content, User Content, Features available on Website or any other material or information posted/uploaded by the User. If at any time, in sole discretion of Future Drive, Future Drive time being in force or spirit of the terms and conditions of this Agreement or violates the privacy of any person, then Future Drive may either remove or edit or block such material without any notice.

Though Future Drive does not pre-screen the User Content, yet that Future Drive and its designees shall have the right (but not the obligation) in their sole discretion to accept, refuse, move, or remove any Contents that are available via the Website.

Not with standing the above-said right, You acknowledge and understand that all User Content, whether publicly posted or privately transmitted, are the sole responsibility of the person from which such User Content originated. This means that You, and not Future Drive, are entirely responsible for all User Content that you have provided Future Drive with, in order to upload, post, transmit or otherwise make available via the Website. You further acknowledges and agree that these User Content does not necessarily reflect the views of the Future Drive nor Future Drive endorse any such User Content.

Further to this it is informed that Future Drive may share the information pertaining to such instance (with or without demand) with Government agency for the purpose of verification of identity of User, or for prevention, detection, investigation, prosecution and punishment. Therefore it is advised to You that You should not involve in any such activities or use which violate any applicable law, rules, regulation or breach the terms and conditions of this Agreement.

Buyers

Any User, who buy products after visiting Our Website ("Buyer"), does so solely at his own discretion, risk and responsibility. Future Drive does not make any recommendations nor gives any warranty (implied or express), guarantee or otherwise with respect to the quality, functionality, fitness for a particular purpose.

You acknowledge and agree that details available on the Website is available only for information purpose. You further acknowledge and agree that any information including actual price of any product may vary from the price listed on our Website and therefore You shall alone, and not Future Drive, be responsible to for any such changed pricing, any additional cost, if incurred by the Buyer or any other information.

Future Drive may from time to time, launch certain offers/coupons/deals ("Scheme") for promotion of Website and User engagement. As a Buyer, you acknowledge and agree that you shall strictly abide by the terms and conditions of the Scheme, as applicable, which shall be in addition to this Agreement.

It is clarified that any Scheme provided by Future Drive, unless otherwise provided, shall not be clubbed or combined with any other scheme available on Website. Further to this, Future Drive, depending upon the different circumstance, may suspend/cancel/vary the Scheme without any notice.

When Buyer buys any product after visiting the Website, Buyer shall alone be responsible to complete the documentation part as per applicable laws and Future Drive shall not be responsible for any consequences (including without limitation delay in delivery of product, cancellation of transaction, incomplete or improper documentation) whatsoever.

If Buyer requires certain additional services in relation to a product such as warranty, installation, after-sales services, Buyer shall contact the seller/dealer, who has sold the product to the Buyer. Future Drive is not and shall not be obliged to provide any such additional services. Future Drive only provide a platform to facilitate the engagement of Buyer and Seller, and thus in no way provides or responsible for extending such additional services.

Future Drive strongly advises you not to test the Website with false purchases request, as it may put you at substantial personal legal risk. It is a crime to use a false name, other false personal information to buy. Wilfully entering erroneous or fictitious purchase request may result in prosecution by Future Drive and/or Seller. Please be aware that even if you do not give Future Drive, your real name, Your web browser transmits a unique address to Us, which can be used by law enforcement officials to identify You.

Seller

You may list or provide the details of cars (used/new) for selling to the prospective buyers as a Registered User of the Website.

You must be legally able to sell the car(s) you list for sale on Our Website. Listings may only include text descriptions, graphics and pictures that describe your car for sale. All listed cars must be listed in an appropriate category on the Website. Soliciting business offline or outside of the Website, by indicating your contact details (e.g. contact phone number, address or e-mail ID) in the car listing or elsewhere on the Website is expressly prohibited and would be considered as a breach of this Agreement. All listed cars must be kept in stock for successful fulfillment of sales.

The listing description of the car must not be misleading and must describe actual condition of the product. If the car description does not match the actual condition of the car, You agree to refund any amounts that You may have received from the Buyer.

You shall not abuse or misuse the Website or engage in any activity which violates the terms of this Agreement. In any such case, Future Drive may suspend Your Account or permanently debar You from accessing the Website.

As a Seller you certify that all information provided by you against your listed car is true.

Dealers must should refrain from bribing/corrupting with any of the Future Drive's employees or customers for undue benefit. Any such action will lead to suspension of Account and termination of Services.

Seller is alone responsible for completing and verification of the documentation part, before concluding the sale. Any sale concluded on the part of the Seller, shall be the sole responsibility of the Seller.

Future Drive reserves its right to screen the listing of cars before publishing the same on the Website. This screening process is initiated from time to time to ensure the authenticity of the details posted by Seller. This screening may take some time and therefore listing of Seller car may be delayed. If at any time, in sole discretion of the Future Drive, Future Drive determines that the particulars of the car is misleading or not accurate, then Future Drive may remove such listing from the Website and can further take appropriate actions against the Seller.

Inspection and Price Discovery/Valuation services

Upon your request, We may provide You with inspection and price discovery services in respect of Your used car in order to facilitate the sale of Your used car to used car dealer. Upon Your request for the said services, We may engage Our personnel/affiliates to inspect Your used car. In case You fail to show up on the scheduled time, We may cancel Your appointment at Our sole discretion.

Any instant online price discovery/ valuation is not an offer by Us to purchase the used car. It is simply a tool to enable You to estimate the prima facie value of Your used car based on the inputs provided by You.

You may take note of that Future Drive shall contact You and may send You best offers and/or related communications including promotional offers on Your given email address and may contact You on Your other contact numbers. Therefore, by availing the online price discovery/ valuation, You hereby provide Your consent and allow Us to communicate with You on the given contact information and share with You promotional and other offers.

We always carry out a physical inspection of the used car before We convey any intent to proceed with further transaction for arriving at a final sale price. After You have received an online valuation, You may book an appointment for physical inspection at one of Our centers by contacting Us or filling an online form (an 'Appointment'). Upon Your request, We will physically inspect Your used car which includes inspection of all the working components and features and which shall be the critical factors to arrive at any price discovery by Us.

In consideration of the provisions of the inspection and price discovery services, You shall comply with following obligations:

You will provide Us with the information that We may reasonably request for the provision of said services including without limitation registration number, model number, insurance details and any other information as required by Us;

You are advised to remove any valuable items from Your used car on which the inspection and price discovery services need to be performed. Future Drive will not be responsible for any valuable / articles / items left in the used car by You.

You undertake to report any issues/complaints regarding your used car at the time of inspection.

Upon acceptance of Your request for the inspection and price discovery services, You hereby agree and authorize Future Drive and its employees or authorized representatives to (a) drive Your used car for the inspection and price discovery services and for the purposes set forth in these Terms; and (b) photograph Your used car for showcasing it on the Website for the Services.

Further, due to personalized nature of the inspection and price discovery services, You may, from time to time, personally interact with the employees/consultants/representatives of Future Drive. Your continued use of said services is contingent upon Your continued observance of following code of conduct. You agree that You shall:

avoid all unnecessary physical contact with the employees/consultants/representatives of Future Drive and to treat them with respect and courtesy at all times;

not physically harm, threaten to harm, or intentionally or recklessly cause harm to the employees/consultants/representatives of Future Drive or, create a condition that endangers their health and safety;

not make or attempt any unwanted sexual advances or statements to the employees/consultants/representatives of Future Drive;

not threaten, harass, stalk, intimidate, or engage in any other aggressive, bullying or unlawful behavior against the employees/consultants/representatives of Future Drive;

not use any vulgar or obscene language or otherwise engage in behavior that is likely to make the employees/consultants/representatives of Future Drive feel uncomfortable, embarrassed or offended; or

not engage in any behavior that discriminates against the employees/consultants/representatives of Future Drive on the basis of race, caste, sex, religion, age, national origin or sexual orientation.

Any price discovery/ price valuation generated by Us, whether online or offline is based on the information You give to Us about Your used car and on the general reasonable assumptions We make about Your used car (the "Assumptions") which includes, without limitation, the registration certificate is in the name of the seller, a valid Indian registration number, adequate insurance of the used car, no mechanical faults, damages and encumbrances on the used car.

Any price discovery/valuation of Your used car generated by Us is merely an opinion of Future Drive and the actual price of Your used car may vary depending on multiple factors, including but not limited to the condition of the Vehicle, market conditions, information and documents as made available by You.

We do not guarantee or make any claim that any price discovery/ price valuation generated by Us or final price offered by Us for the sale of your used car is the best market price for Your Vehicle and further assumes no responsibility for errors or omissions.

In the event any sale-purchase transaction is consummated in respect of Your used car, You hereby agree to abide by and shall be bound by the additional terms and conditions as applicable to such transaction.

Links to third party websites and third party content

Our Website may contain, hyperlinks to websites operated by parties other than Future Drive or, third party information such as product, product description, catalogue, dealer's details, news, videos and photographs and any other data made available by the third party ("Third Party Content"). The provisions of Third Party Content is for general information purpose only.

Future Drive makes reasonable efforts to ensure that the details provided on our Website is accurate, however, Future Drive does not control such Third Party Content and therefore shall not be responsible for any loss or damages resulting out of the use of Third Party Content.

The inclusion of Third Party Content to Our Websites does not imply Future Drive's certification or endorsement of such websites nor any association with their operators. Future Drive or its affiliates or associates or its employees do not provide any judgment or warranty in respect of the authenticity or correctness of the Third Party Content of such other services or sites to which links are provided. A link to another service or website is not an endorsement of any products or services on such site or the Website. You shall be solely responsible for any or all the consequences that arise out of your use of such Third Party Content or hyperlinks to other websites.

On the Website, Google, as a third-party vendor, uses cookies to serve ads. Google's use of the DoubleClick DART Cookie enables it to serve ads to the Website's users based on their visit to the Website and third-party websites. For more information on the DART Cookie see: http://www.google.com/privacy_ads.html. You may opt out of the use of the DART Cookie by Google by visiting the Google Ad and Content Network Privacy Policy at: http://www.google.com/privacy_ads.html.

You may opt out of targeting advertising for all NAI member ad networks by visiting: <http://www.networkadvertising.org/>. By publishing an ad on the Platform, you acknowledge and agree that the Content is public and accessible by any third party and that they may appear in search engine results (such as Yahoo!, MSN, Google, Altavista, and other search engines) and in the cache of those search engines, in feeds and third-party websites pursuant to cobranding agreements, and that it is the sole responsibility of each of those search engines, third-party websites or RSS web feed resources to update and/or to remove Content from their indexes and their cache. You agree and acknowledge that Future Drive is not liable for the information published in search results or by any third-party website that carries Future Drive postings.

Fees & Payments

Access to Website is free and Users (Registered or Guest) can browse the information/products and avail the Services free of charge. However Future Drive, reserves the right, and may levy certain charge and fees in the future. You agree to pay any such fee as may be applicable to the Services or Product that You avail.

Taxes: You are responsible for paying all fees associated with the use of the Website and You agree to bear any and all applicable taxes, charges, cesses etc. levied thereon.

You shall be responsible for all Your Fee and Payment related obligations and Future Drive reserves the right to suspend the Services/Account or terminate the membership in case You do not fulfil Your payment related obligations in full. We also reserves the right to take legal action in case of non-payment of fees.

License, Website Access & Modification

License and Website Access: Subject to the compliance with all applicable laws, rules and terms and conditions of this Agreement and/or Additional Terms, Future Drive grants the User a limited, non-exclusive, non-sub-licensable, non-transferable, revocable and limited permission to access and use the Website and avail the Services provided through or at the Website, subject to the following conditions:

The license shall not include: (i) any resale or commercial use of this Website or its Contents; or (ii) any derivative use of this Website or its Contents;

It is not permitted to submit a lead or to enquire against a used car listing on the Website for any other purpose than contacting the seller with the intent of purchasing the vehicle for own use by individuals. Amongst others, it is not permitted to submit a lead or to enquire against a used car listing on the Website by any type of user, including but not limited to individuals, dealers, brokers, or other business entities, for purposes of data gathering, data mining, relisting on another site, brokering, match-making with other buyers, or purchase for resale.

You, your partners, your employees, your agents or any other person associated with you personally or professionally, may not, with or without compensation, prepare any derivative works from, or sell, lease, license, e-mail, reproduce, duplicate, copy, resell, republish, transmit or distribute or otherwise exploit for any commercial purpose via any media, now known or unknown, any Contents from this Website to any other entity or individual.

No Contents or information on the Website may be reproduced in any form or incorporated into any internet web-site or any other information retrieval system, either electronic or mechanical. It is a condition of Your use of this Website that You do not restrict or inhibit any other user from using this Website.

You shall not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Future Drive and/or our affiliates without the express written consent of Future Drive. You may not use any meta tags or any other "hidden text" utilizing Future Drive's name or trademarks without the express written consent of Future Drive.

Any software that is available on the Website is the property of Future Drive or its vendors. You may not use, download or install any software available at the Website, unless otherwise expressly permitted by the Agreement or by the express written permission of Future Drive.

Any unauthorized use terminates the permission and the license granted by Future Drive under this Agreement to you.

Modification: All information available on Website is made available to You on best efforts basis, however, Future Drive does not guarantee nor assume any responsibility for the correctness of such information/data. Future Drive reserves the right to modify, suspend/cancel, or discontinue any or all sections, or service at any time without notice. In case the information (including without limitation pricing, description and any other information etc.) is found to be not up to date or incorrect, Future Drive reserves the right to make modifications and alterations in the information contained on the Website without notice. You agree that Future Drive shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website.

You expressly agree that any information provided on the Website shall be used by You at Your risk. You are advised to hereby make proper enquiries and use the information provided on the Website.

From time to time Website may supplement its terms of use with Additional Terms pertaining to specific content. Such Additional Terms are hereby incorporated by reference into these Terms of Use.

Intellectual Property Right

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YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW FUTURE DRIVE WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A CONSEQUENCE OF UNAUTHORIZED USE OF YOUR ACCOUNT OR ACCOUNT INFORMATION IN CONNECTION WITH THE WEBSITE OR ANY SERVICES, EITHER WITH OR WITHOUT YOUR KNOWLEDGE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT IF YOU PURCHASE/DOWNLOAD THE WEBSITE FROM OTHER THIRD PARTY SERVICE PROVIDERS (e.g. GOOGLE PLAY STORE, APPLE ETC.), THEN NEITHER FUTURE DRIVE NOR ANY THIRD PARTY SERVICE PROVIDER SHALL BE HELD LIABLE FOR ERROR OR FAILURE ON THE PART OF THE WEBSITE TO FUNCTION PROPERLY. YOU SHALL FOLLOW THE RULES/GUIDELINES BEFORE DOWNLOADING/INSTALLING THE WEBSITE AS RECOMMENDED BY THIRD PARTY SERVICE PROVIDERS.

Indemnification and Limitation of Liability

Indemnity: You agree to indemnify, defend and hold harmless Future Drive, its subsidiaries, affiliates, vendors, agents and their respective directors, officers, employees, contractors and agents (herein after individually and collectively referred to as "Indemnified Parties") from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs and expenses (including legal and other statutory fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the Indemnified Parties that arise out of, result from, or in connection with (i) Your breach of the Agreement(s); or (ii) any claims made by any third party due to, or arising out of, or in connection with, Your use of the Website; or (iii) any claim that any Content / User Content / Third Party Content, information or materials provided by You caused damage (including infringement of the intellectual property rights) to a third party; or (iv) Your violation of any rights of another, including any intellectual property rights.

Future Drive may notify You of any claims which You shall be liable to indemnify Future Drive against. You will then be required to consult with Future Drive regarding the course of action to be undertaken in defending such a claim. Further, You shall not compromise or settle any claim or admit any liability or wrongdoing on the part of Future Drive without the express prior written consent of Future Drive which can be withheld or denied or conditioned by Future Drive in its sole discretion.

Limitation of Liability: Future Drive assumes no liability whatsoever for any monetary or other damage suffered by You on account of:

(a) The delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Website; (b) Any interruption or errors in the operation of the Website.

Notwithstanding anything to contrary in the Agreement(s), in no event shall Future Drive, its subsidiaries or affiliates and their respective officers, directors, employees, partners or suppliers be liable to You for any special, incidental, indirect, consequential, exemplary or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or whether or not Future Drive has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with Your use of or access to the Website, Services, Content, User Content or Third Party Content.

Platform for Communication

This Website is only a platform to facilitate the interaction between the Users of the Website and provided an opportunity to browse the products and Services and conclude the transactions. Thus this Website works like an Intermediary only, who provides an online marketplace to its Users, in terms of Information Technology Act, 2000 (as amended from time to time).

Therefore Future Drive is not and cannot be a party to or control in any manner any transaction between two Users of the Website. Consequently:

All commercial/contractual terms are offered by and agree to between the Buyer and Seller alone.

Future Drive is not responsible for any non- non-performance or breach of any contract entered into between Users (includes Registered User or Guest User). Future Drive cannot and does not guarantee that the concerned Users will perform any transaction concluded on the Website.

You further agree and acknowledge that Future Drive is only a facilitator and is not and cannot be a party to or control in any manner any advertisement, exhibition, making available, offer to sell or transactions of sale or purchase of products/Services on the Website. Future Drive is not the seller of the products. Accordingly, any contract for the sale / purchase of products/Services on the Website is a bipartite contract between Buyer and Seller.

You shall independently agree upon the manner and terms and conditions of delivery, payment, insurance etc. with the other Users that you transact with.

You release and indemnify Future Drive and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Site and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, Future Drive cannot control the information provided by other Users which is made available on the Website. You may find other User's information to be offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and practice safe trading when using the Website. Please note that there are also risks of dealing with foreign nationals, underage persons or people acting under false pretense.

In addition to this, and being an Intermediary, You acknowledge and agree that when You interact with Future Drive through Website or send any data/email/message or communicate otherwise, You are communicating with Future Drive through electronic means and gives Your consent to receive communication through electronic means periodically and as and when required.

Report Abuse & Your Feedback

Future Drive advises its Users, not to post or upload anything which is abuse of the Website or violate any terms of this Agreement. Future Drive also prohibits the use of language that is racist, hateful, sexual or obscene in nature in a public area. If You come across any such instance of abuse of violation or any content which is objectionable content or further if You believe that any material/information/post/feedback is infringement of any intellectual property right of You or any other person, You shall inform the same to Future Drive and Future Drive is committed to take appropriate action including validation of Your information and remove/modify the content (if necessary), which is in breach of the Terms of Use or any other applicable law.

Email Abuse and Threat Policy: Private communication including email correspondence is not regulated by the Future Drive. Future Drive advises its Users not to use/send any such email. Any such reported instance will be investigated and Future Drive will take appropriate measures (including legal steps, if required) to stop such practices.

Your Feedback: When You share any feedback or post anycomment (including User Content) on Website, it is deemed Non-Confidential. Future Drive is at liberty to use any such feedback or User Content and You represent that: (i) Your feedback does not contain confidential or proprietary information of You or of third parties; (ii) Future Drive is not under any obligation of confidentiality, express or implied, with respect to the feedback; (iii) Future Drive may have something similar to the feedback already under consideration or in development; and (iv) You are not entitled to any compensation or reimbursement of any kind from Future Drive for the feedback under any circumstances.

Miscellaneous

Notice: Except as explicitly stated otherwise, any notices shall be given by postal mail/email
Future Drive
Address: 5/1064 B ,Shikha Apartment , East Nadakkavu , Enahipalam (PO) , Calicut – 673006 , India
Email: futuredrivecalicut@gmail.com

Assignment: You cannot assign or otherwise transfer the Agreements, or any rights granted hereunder or any obligations, to any third party and any such assignment or transfer or purported assignment or transfer shall be void ab initio. Future Drive's rights and/or obligations under the Agreement are freely assignable or otherwise transferable by Future Drive to any third parties without the requirement of seeking Your prior consent. Future Drive shall have right to transfer Your Account and Account Information to a third party who purchases Future Drive's business as conducted under the Website.

Severability: If any clause of this Agreement shall be deemed invalid, void or for any reason unenforceable, such clause shall be deemed severable and shall not affect the validity and enforceability of the remaining clauses of the Agreement.

Waiver: Any failure or delay by a party to enforce or exercise any provision of the Agreement, or any related right, shall not constitute a waiver by such party of that provision or right. The exercise of one or more of a party's rights hereunder shall not be a waiver of, or preclude the exercise of, any rights or remedies available to such party under these Terms of Use or in law or at equity. Any waiver by a party shall only be made in writing and executed by a duly authorized officer of such party.

Independent Contractor: You and Future Drive are independent contractors, and nothing in these Terms of Use will be construed to create a partnership, joint venture, association of persons, agency (disclosed or undisclosed), franchise, sales representative, or employment relationship between You and Future Drive

Contacting You: By accessing Our Website and/or availing any service or product at or through Our Website, You give Your consent to Us and both our associate partners (including Dealers, financial institutions etc.) to communicate with You through phone calls/SMS/email communication etc. regardless whether your number is registered in the National Do Not Call Registry (NDNC) or www.nccptrai.gov.in

Grievance Officer: In compliance with Information Technology Act, 2000 and the rules made thereunder, the Grievance Officer of Future Drive for the purpose of this Agreement shall be the following:

Name:	Mr.	Shibindas
E-mail:		shibinclt@gmail.com
Telephone	Number:	9387501425
Working	Days:	Monday to Friday
Working Hours: 10:30 am to 6:30 pm		

Governing Law and Jurisdiction

This Agreement or the documents incorporated herein by reference shall be governed and construed in accordance with the laws of India. Subject to Clause 21 (Arbitration) above, all disputes arising under this Agreement between You and Future Drive shall be subject to the exclusive jurisdiction of courts at Calicut, Kerala, India.