



TERMS AND CONDITIONS (effective January 1, 2020)

General

No refunds on Online, Classroom, Behind the Wheel or Advanced training and all sales are final. If coupon codes or selection of lessons are made in error, and Teen Road to Safety approves a refund, an administrative processing of \$50 will be assessed. Select your lessons and/or packages carefully.

Registration and applicable registration fees are due prior to the start of any lesson.

We accept Visa, MasterCard, American Express. Credit cards that are declined are subject to a fee of \$25. Payment plans are available and payments are withdrawn every 30 days, and not per the utilization of services, unless services exceed payment schedule. A deposit is required at registration and subsequent payments are due at 30 days or 60 days. A payment processing fee in the amount of \$15 will be assessed on all payment plans.

Online and Classroom Driver Education

Online: To be eligible to receive a Certificate of Completion, student must successfully complete and pass all courses and exams. A Certificate of Completion will be issued and mailed within seven (7) business days from completion date.

Classroom: To be eligible to receive a Certificate of Completion, student must attend all four sessions (not in succession) and complete and turn in all homework. Certificate of Completion will be issued to Student at the final session attended.

Duplicate or expedited (within 48 business hours) Certificates of Completion are subject to a \$25 processing fee.

Behind the Wheel Training

Cancellations must be made via email to classroom@teenroadtosafetysd.com, more than 48 hours in advance of the scheduled lesson by the student, parent, or legal guardian, regardless if the lesson was scheduled by student, parent, or legal guardian. Cancellations made less than 48 hours from lesson, or after 4 p.m. on Friday for any Saturday, Sunday or Monday lesson, will be assessed a \$75 cancellation fee.

Student must have a valid California Provisional Permit in their possession during the lesson. Lessons cancelled due to the lack of a valid California Provisional Permit will be assessed a \$200 No Show Fee and the lesson will be cancelled.

Student, parent or guardians that have not cancelled the lesson and are a no-show will be assessed a \$200 No Show.

Students that are impaired for any reason (illness, lack of sleep, intoxication, medication or for any reason deemed by our law enforcement instructors) or wearing improper footwear (no flip-flops, sandals or high heels), which may impair the ability to safely operate the vehicle, will be cancelled and considered a no-show, will be assessed a \$200 No Show Fee.

Duplicate or expedited Certificates of Completion are subject to a \$25 processing fee.

Advanced Training

Applicable course fees and signed Waiver of Liability and proof of insurance are due before two weeks prior to the scheduled event date. The Waiver of Liability must be signed by a parent or legal guardian if student is under 18. Once all paperwork is received in a timely manner, a Participation Voucher will be issued for admittance to the event.

Student must provide their personal vehicle for the event. Vehicle must have enough gas, tire pressure at the recommended pressure, brakes in good condition and all fluids level. All loose articles must be removed from the interior of the car. Teen Road to Safety vehicles may be available for use at the rate of \$250/day for the Advanced event only, and must be reserved and paid for at least 48 hours prior to the event. If a student's car is deemed unsafe for any reason, student is subject to the \$250/day usage fee for use of the Teen Road to Safety vehicle.

Once a Participation Voucher has been issued, your reservation is guaranteed and there are no refunds. If you are unable to attend the event, with seven (7) days advance notice, we will make a one-time reservation adjustment. Cancellations made less than seven (7) days prior to the event are subject to a \$200 cancellation fee. No-shows the day of the event are forfeited and may not be rescheduled. No one may be permitted to participate in the event without a Participation Voucher.

Each student will be presented with a Certificate of Completion to present to their insurance company for a possible discount.

Refund Policy

NO REFUNDS will be issued for Online, Classroom, Behind the Wheel or Advanced Training and all sales are final. If coupon codes or selection of courses are made in error, and Teen Road to Safety approves a refund, an administrative processing fee of \$50 will be assessed. Select your course and packages

carefully. To receive the refund, all no show fees or late cancellation fees must be paid. Refunds are issued within 7-10 business days from the date of approved refund. If the account has no activity (Online, Classroom, Behind the Wheel or Advanced Training) for a period in excess of twelve (12) months, a \$50.00 reactivation fee will be charged prior to scheduling any online, classroom, behind the wheel or advanced training. It is the parent and student's responsibility to be aware of and schedule their lessons in accordance with their personal DMV licensing timeline. Students that do not obtain a driver's license during this time are not the responsibility of Teen Road to Safety, Inc. and will not be cause for extension.

Full Terms and Conditions

PLEASE READ THE TERMS

OF THIS DISCLAIMER AGREEMENT ("Agreement") CAREFULLY BEFORE CONTINUING WITH YOUR REGISTRATION OF OUR CLASSES. This Agreement is between YOU ("You", "Your" or "Student") and TEEN ROAD TO SAFETY INC. ("Teen Road To Safety," "We," "Our" or "Us") in respect of the services provided by us as described on our website, teenroadtosafetysd.com ("Services"). Before you become entitled to receive the Services provided by us, you must read and accept the terms and conditions set out in this Agreement by clicking on the "I Accept" button at the end of this Agreement. BY CLICKING ON THE "I AGREE" BUTTON, YOU WARRANT AND AGREE THAT YOU HAVE READ AND UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT ("ACCEPTANCE"). In turn, you represent and warrant that you are authorized to execute this Agreement and intend for same to be legally bound by this Agreement. If you are under 18 years of age, your parent's signature will also be required for registration and acceptance of this Disclaimer. Teen Road To Safety and you may be referred to herein individually as a "party" and collectively as the "parties."

In consideration of the good and valuable consideration herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows: Every student is different and may respond in a different manner to the techniques, instruction, methodology or processes that may be taught or provided to the student. Our services, techniques, instructions, methodology and processes are provided "as is" and without guarantees or warranties of any kind, expressed or implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. We do not warrant or guarantee (a) that our services will meet your expectations or requirements, or (b) the outcome, results or success of our services. We do not guarantee the accuracy or completeness of the information provided by us or in our materials or on our website. We may make updates, improvements, and/or changes to our services, materials, and website at any time without notice to you. Teen Road to Safety shall not be liable in the event of incidental, consequential, special or exemplary damages in conjunction with, or arising out of, the use or performance of the services or any techniques, instructions, methods or processed that may be taught or provided by us. The curriculum and timing of lessons is dictated by the package you select and are as follows:

6 Hours – Three 2-hour lessons are conducted every 10-12 weeks.

10 Hours – Five 2-hour lessons are conducted every 4-5 weeks.

20 Hours – Ten 2-hour lessons are conducted every 2-3 weeks.

You hereby release, acquit, and forever discharge Teen Road to Safety, Teen Road to Safety San Diego, Teen Road to Safety-Outreach and SafeTeen, their officers, staff, members, employees, volunteers, lessors, associates, successors or assigns from any and all liability, claims, demands or causes, which may arise from the observation, attendance, participation and or instruction in a Teen Road to Safety event or course or from any injury sustained by you, whether or not due to negligence of any kind.

You hereby consent, give and grant the right to photograph my physical likeness in any manner we desire, use your name, and the right to reproduce your voice (or substitute and dub in foreign languages the voice of others) for use in and in connection with promoting, advertising, marketing of pictures or stories related to participation in Teen Road to Safety events, and the exhibition of such pictures/video theatrically, by television, or by any other means now existed or hereafter used or conceived. You expressly understand and agree that the pictures/videos, films, recordings, prints and copies thereof and all rights therein, and all results and proceeds of your appearance in connection herewith shall be our sole and absolute property for any and all purpose whatsoever in perpetuity, and we, our licensees, agents, representatives, successors and assigns shall have the unlimited right throughout the world to exhibit said pictures/videos or any part thereof, and by any manner or means, including, but not limited to, the right to rerun said pictures/videos on television and to exhibit the pictures/videos theatrically throughout the world subject to no further payment or obligation whatsoever. You further consent, give and grant us the right to use your name and/or likeness and/or biographical data, for use in and in connection with the credits, advertising and exploitation of said pictures/videos. You warrant that you are an adult and have every right to enter into this agreement or if under the age of 18, agreement is being signed by parent or authorized agent to minor child. Nothing contained herein shall obligate us to use your name or likeness or anything else granted herein. You hereby acknowledge that we, our employees, your agents, agents' employees, and representatives have made no promises, expressed or implied, oral or written, or otherwise except as contained herein.

You agree that you will, and that it is your exclusive and personal responsibility to, drive safely and comply with all laws and regulations when driving or on the road. Any deviation from the suggested curriculum is not recommended and you hereby agree to hold harmless Teen Road to Safety and all its affiliates. Additionally, you agree to not post any harmful or negative review on any form of social media regarding Teen Road to Safety or its affiliates when deviating from the curriculum in any manner.

ALL SALES ARE FINAL. YOU WILL BE HELD RESPONSIBLE FOR ANY OR ALL SERVICE FEES AND OR LEGAL FEES. THERE ARE NO REFUNDS, NO EXCEPTIONS.