



TERMS AND CONDITIONS (Effective 11/2022)

GENERAL

NO REFUNDS will be issued for Driver Education, Behind the Wheel or Advanced Training and ALL SALES ARE FINAL. If selection of courses is made in error, and Teen Road to Safety approves a refund, the balance of the refund will reflect the current pricing of the actual usage of services and not as purchased, no discounts will apply and a processing fee of \$100 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 (Driver Education, Behind the Wheel or Advanced Training) for a period in excess of six (6) months from Registration, a \$100.00 reactivation fee will be charged prior to scheduling any driver education, 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 within the DMV's one year licensing timeline are not the responsibility of Teen Road to Safety and will not be cause for extension. All services expire one (1) year from the date of Registration.

We accept Visa, MasterCard, American Express. Credit cards that are declined are subject to a fee of \$50. Payment plans are available and a 50% deposit is required and the remaining balance is withdrawn in 30 days, and not per the utilization of services, unless services exceed payment schedule. A payment processing fee in the amount of \$25 will be assessed on all payments if using a payment plan.

ONLINE DRIVER EDUCATION

Online: To be eligible to receive a Certificate of Completion, student must successfully complete and pass all courses and exams. Upon completion, a Certificate of Completion will be issued the next business day after completion and mailed via USPS (delivery subject to USPS delivery times-PLAN AHEAD). Duplicate or expedited (within 2 business days) 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 will be assessed a \$75 cancellation fee and a \$200 No Show Fee will be assessed if cancellation is made in less than 24 hours.

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

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

ADVANCED DRIVER 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 \$295/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 \$295/day usage fee for use of the Teen Road to Safety vehicle.

Once a Participation Voucher has been issued, your reservation is secured and there are no refunds. If you are unable to attend the event, a one-time reservation adjustment to the next available event may be made with seven (7) days advance notice. Cancellations made less than seven (7) days prior to the event are forfeited and registration is revoked. 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.

NO REFUND POLICY

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CHARGEBACKS: If you have a dispute concerning any payment transaction, please contact us at classroom@teenroadtosafetysd.com. If, at any time, you contact your bank or credit card company to reject the charge of any payable fees ("Chargeback"), this act will be considered a breach of your payment obligations, and we reserve the right to automatically terminate your use of our Services. We reserve the right to dispute any Chargeback and take all reasonable action to authorize the transaction. In the event of a Chargeback, your Account will automatically incur a \$100 Administrative Fee and may be terminated and any files, data, or content contained in your Account may be subject to cancellation. We will not be liable for any loss of files, data or content as a result of a Chargeback. Without limiting other available remedies, Customer must pay Teen Road to Safety upon demand for amounts owed under this Agreement, plus interest on the outstanding amount at the lesser of one percent (1%) per month or the maximum interest allowed by applicable law, plus attorneys' fees and other costs of collection to the extent permitted by applicable law.

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.

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. Your 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 employed, 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.*

Registration in a timely manner (prior to Permit Issuance or immediately thereafter) is critical to the successful completion of the DMV's minimum licensing timeline requirements. Lessons will not be accelerated due to late registration and weekend and after school lessons are not guaranteed. Availability varies widely depending on the number of students enrolled and we are typically booked at least 6 weeks in advance. The defensive driving curriculum specifically spaces the lessons out approximately 10-12 weeks apart to allow for practice in between lessons.

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

ACKNOWLEDGED AND AGREED:

Student Last Name: _____

Parent Last Name: _____

Parent's Last 6 digits of License: _____