

## **Terms and Conditions**

THE TERMS AND CONDITIONS LISTED BELOW MUST BE ACKNOWLEDGED AND AGREED TO BY ANY PERSON WHO WISHES TO REGISTER WITH, BUY, OR ACCESS THE DRIVER'S EDUCATION 101 COURSE:

The following terminology applies to these Terms and Conditions:

- “Student” refers to the person who uses the materials provided at iowa.driverseducation101.com for the purpose of learning how to operate a motor vehicle under the State of Iowa Parent Taught Driver Education program.
- “Instructor” refers to the parent, guardian, or legal custodian who teaches the Student how operate a motor vehicle under the State of Iowa Parent Taught Driver Education program.
- “Course” refers to the Driver's Education 101 course (#002) provided at iowa.driverseducation101.com that is approved by the Iowa Department of Transportation for use under the State of Iowa Parent Taught Driver Education program.
- “Company” refers to InfoServe Media, LLC, DBA Driver's Education 101, 7941 Katy Fwy. #112, Houston, TX 77024.
- “You” refers to you, the person accessing and accepting the Company's Terms and Conditions.

All terms refer to the offer, acceptance, and consideration of payment for the express purpose of meeting the Instructor's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing Texas Law.

The materials provided by the Course are intended to be used along with the Parent Taught Driver Education program created by the State of Iowa. It is the Instructor who is responsible for teaching the Student to drive.

### **I. Acceptable Use**

All Course materials, including graphics, video, audio, text, and other documents, are copyright and sole property of the Company, and may only be used according to their policies of allowable use. This property is prohibited from being duplicated, copied, or used in an unauthorized manner.

It is also prohibited for unauthorized users to utilize the Course material. This means anyone who is not the registered Student or their Instructor may not use any of the provided materials.

It is forbidden for materials or property to be used for any reason outside of the State of Iowa Parent Taught Driver Education program or unrelated to the instruction of the registered Student. The Instructor in charge of the Student should be the recipient of these materials which support teaching the Student to drive. Our purpose with the Course is to help the driver's education Instructor - not Students seeking instruction for a license test.

In tandem with the State of Iowa Parent Taught Driver Education program, the service provided by the Course must be used correctly. The eligibility requirements for Students and Instructors include the following:

The Student must be at least fourteen (14) years of age to be enrolled in the Course. The Student must have an instruction permit issued by the Iowa Department of Transportation. The Student must be in legal custody and control of teaching parent. The Student must also be currently attending public school, accredited nonpublic school, or receiving homeschool education under chapter 299A.

The Instructor must be the parent, guardian, or legal custodian of the Student. The Instructor must possess a valid Iowa driver's license, other than a motorized bicycle license or a temporary restricted license. The Instructor must have a clear driving record for the previous two years which means the individual has not been identified as a candidate for suspension or revocation of a driver's license under the habitual violator or habitual offender provisions of the department's regulations; is not subject to a driver's license suspension, revocation, denial, cancellation, disqualification, or bar; and has no record of a conviction for a moving traffic violation determined to be the cause of a motor vehicle accident.

You should contact the Iowa Department of Transportation for any further information about eligibility, acceptable use, and other requirements which have been set.

Failing to pay in full, providing dishonest registration information, not being eligible to register, or any other circumstance which is a conflict of interest, as the management of the Company may determine, will give the Company the right to deny the enrollment of the Student in the Course. A complete refund, less a 5% service charge, will be provided when the Company denies your registration.

Both enrollment and Course fees will be forfeited by the registrant if they violate the Terms and Conditions policy of the Course.

## **II. Liability Release**

Operating a motor vehicle is an activity that entails risks such as financial loss, property damage, personal injury, and death. The Student and Instructor voluntarily, willingly, and knowingly assume the risks of operating a motor vehicle, including but not limited to the risks set forth above.

You hereby RELEASE, INDEMNIFY, AND HOLD HARMLESS the Company, including all its owners, members, and staff, from and against any claims, demands, actions, liens, rights, subrogated or contribution interests, debts, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon the use of the Course by the Student or Instructor, including any loss or damage to property or the personal injury or death of any person which may occur as a result of the use of the Course by the Student or Instructor, even where that loss, damage, personal injury, or death is caused or contributed to, in any manner, by the Company, its owners, members, or staff.

Liability stemming from personal, financial or identity theft or loss due to theft of digital data, is released from the Company's responsibility. A third party server has all personal information saved, such as name, email address, password, and postal address.

The Course website does not store your credit card data. PayPal processes all orders for the Company. Visit PayPal.com to learn more about their policies. The Company does not take note of or store credit card data in any way.

### **III. Accurate Information Only**

Both the Student and Instructor must supply honest and current information when they register for the Course. The Instructor guarantees that he or she meets the eligibility requirements for being an Instructor as specified by the Iowa Department of Transportation. There will be no refund of fees and no Course credit for breach of this condition.

Course registration will be voided, and Course participation denied, if the Student or the Instructor provides any wrong or false information upon registration. If payment has already been made, it will not be refunded.

### **IV. Documentation**

Parent Taught Driver Education form completion and documentation is entirely the responsibility of the Instructor of the Student. To be able to finish the Parent Taught Driver Education program classroom instruction requirements, the Course provides the materials necessary for learning, as well as testing materials for practice purposes.

### **V. Refund Policy**

The Company will issue a full refund for the Course fee(s), on request, within thirty (30) calendar days after payment is made, under the following conditions:

- The Student must not have completed more than six (6) hours of Course work.
- The Student and Instructor must adhere to all other terms as provided herein.
- The Instructor must request the refund by email at [contact@driverseducation101.com](mailto:contact@driverseducation101.com).
- It will take up to three (3) business days for a refund to be processed.

### **VI. Private Information Safety**

No personal information will be sold or otherwise released intentionally regarding the Student or Instructor, by the Company. This information is only collected by the Company in order to keep records and verify the data. Third parties will never be sold personal information provided to the Company.

### **VII. General**

The laws of the State of Texas govern these Terms and Conditions. By registering with, buying, or accessing the Course, you consent to these Terms and Conditions. All claims and disputes arising under or relating to these Terms and Conditions are to be settled by binding arbitration in the State of Texas or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction. If any of these terms are deemed invalid or unenforceable for any reason, then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions, or failure to

exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing by authorised representatives of the Company.

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