

## **MY FIRST DRIVE DRIVING SCHOOL LLC**

### **Terms of Service**

By using this website ("Service") you are agreeing to be bound by the following terms and conditions ("Terms of Service") with My First Drive Driving School LLC - EIN 88-3174451.

My First Drive Driving School LLC reserves the right to update and change the Terms of Service without notice.

### **SCOPE OF TERMS**

These Terms of Service govern your use of the website, as well as the purchase of any products or services, enrollment in any programs, and participation in any driving lessons, courses, or road tests offered by My First Drive Driving School LLC ("My First Drive"), TDLR number C3497, C3497A)

By accessing the website, purchasing services, or enrolling in any program, you agree to be bound by these Terms of Service and all applicable laws and regulations. If you do not agree, you may not use the website or purchase any products or services.

If you are under the age of 18, these Terms of Service must be accepted by a parent or legal guardian on your behalf, and such parent or legal guardian agrees to be fully responsible for compliance with these Terms.

These Terms of Service constitute the entire agreement between you and My First Drive and supersede any prior or separate terms, including any previously published Terms of Purchase.

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Texas.

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. Any legal action or proceeding arising out of or relating to these Terms of Service, the Services, or any transaction with My First Drive shall be brought exclusively in the state courts located in the county in Texas where My First Drive's principal place of business is located, except where another venue is required by applicable law.

### **WEBSITE USE**

Access to and use of myfirstdrive.net is permitted solely for lawful purposes in accordance with these Terms of Service. By using the website, you agree not to misuse, interfere with,

disrupt, or attempt to gain unauthorized access to the website, its systems, servers, or networks.

You must not transmit any worms or viruses or any code of a destructive nature.

You acknowledge that My First Drive may use third-party service providers, hosting partners, and vendors to operate and maintain the website, and that access to the website may be suspended, restricted, or terminated at any time without notice for maintenance, security, operational, or legal reasons.

My First Drive has not reviewed all third-party websites linked to and from myfirstdrive.net and is not responsible for the content, accuracy, or reliability of any linked websites. The inclusion of any link to and from does not imply endorsement, approval, or sponsorship by My First Drive. Access to any linked website is at the user's own risk.

Verbal, written, physical, or electronic abuse, harassment, threats, or inappropriate conduct directed toward My First Drive, its employees, contractors, instructors, or representatives through the website or related platforms may result in immediate suspension or termination of website access and/or services.

My First Drive reserves the right to restrict, suspend, or terminate website access for any user who violates these Terms of Service or engages in unlawful or unauthorized use of the website.

You understand that My First Drive uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run.

My First Drive does not warrant that (i) the website will meet your specific requirements, (ii) the website will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the website will be accurate or reliable, (iv) the quality of any products, websites, information, or other material purchased or obtained by you through the website will meet your expectations, and (v) any errors in the website will be corrected.

You expressly understand and agree that My First Drive shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if My First Drive has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the website; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the website; (iii)

unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the website; (v) or any other matter relating to the website.

## **DISCLAIMER**

The content and materials available on myfirstdrive.net are provided on an “AS IS” and “AS AVAILABLE” basis, without warranties of any kind, whether express or implied. To the fullest extent permitted by applicable law, My First Drive disclaims all warranties, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, accuracy, completeness, reliability, and non-infringement. My First Drive does not warrant or guarantee that any information, services, or materials provided through the website will be accurate, complete, current, reliable, uninterrupted, timely, secure, or error-free, or that defects will be corrected. Any reliance on information or content obtained through the website is solely at the user’s own risk.

Any materials, data, or content downloaded or otherwise obtained through the website are accessed at the user’s discretion and risk. The user assumes full responsibility for any damage to electronic devices, systems, or networks, or for any loss of data, resulting from access to or use of the website. My First Drive does not guarantee that a student will pass any road test, examination, or licensing assessment as a result of participating in driving lessons or other services offered by My First Drive. Successful completion of a road test depends on multiple factors beyond My First Drive’s control, including the student’s preparation, skill level, judgment, and performance on the day of testing. It is the sole responsibility of the student and/or the student’s parent or legal guardian to ensure adequate preparation for the road test.

The student and/or the student’s parent or legal guardian understands and agrees that eligibility, testing rules, documentation requirements, and licensing standards are established by the Texas Department of Public Safety (DPS), the Texas Department of Licensing and Regulation (TDLR), and other applicable authorities, and may change at any time. The student and/or the student’s parent or legal guardian is solely responsible for remaining informed of, and complying with, current DPS, TDLR, and other applicable requirements necessary to obtain or maintain a learner’s permit or driver’s license.

To the fullest extent permitted by applicable law, My First Drive assumes no responsibility or liability for any accident, injury, loss, or damage involving a student that occurs outside of scheduled driving lessons, road tests, or other services directly provided by My First Drive, including but not limited to incidents occurring during personal driving practice, driving with third parties, or any activity not under My First Drive’s direct supervision and control.

## **LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable law, My First Drive shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, without limitation, loss of profits, revenue, goodwill, use, data, or other intangible losses, arising out of or relating to the use of, inability to use, or reliance on the website or its content, even if My First Drive has been advised of the possibility of such damages.

The failure of My First Drive to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

## **PRICING, PAYMENTS, AND VOUCHERS**

Up to date pricing for teen online courses, individual and packaged behind-the-wheel driving lessons, and road test can be found at <https://myfirstdrive.net/packages>

My First Drive reserves the right, at any time and from time to time, to modify, suspend, or discontinue services (or any portion thereof), subject to applicable refund requirements under state law.

Prices for all services are subject to change, provided that such changes will not affect services already paid for, except as permitted by law.

My First Drive shall not be liable to the student or any third party for any modification, price change, suspension, or discontinuance of services, except as required by applicable law.

All services must be paid in full prior to scheduling or participation unless otherwise expressly stated.

Vouchers and service packages are non-refundable, non-transferable, and not redeemable for cash, except as required by applicable law. Vouchers are valid for twelve (12) months from the date of purchase.

Unused services or vouchers may not be transferred between students or applied to different program categories.

Driving lesson packages and vouchers are categorized based on student eligibility at the time of purchase. Teen vouchers and packages are intended solely for teen students enrolled in teen driver education programs and may not be used for adult driving lessons or adult programs.

If a student enrolled under a Teen package reaches the age of 18 before completing all purchased services, the remaining unused Teen vouchers may not be applied toward Adult services unless upgraded. To continue services under the Adult program, the student must

pay a difference of \$20 for each voucher to be upgraded. All upgrades must be completed prior to scheduling or attending additional driving lessons under the Adult program. No refunds, credits, or transfers will be issued in lieu of the required upgrade. My First Drive reserves the right to suspend scheduling or services until the required upgrade payment has been completed.

## **SCHEDULING AND SERVICE LOGISTICS**

### **Scheduling, Rescheduling, and Cancellations**

All scheduling, rescheduling, and cancellation of driving sessions must be completed exclusively through myfirstdrive.net by the student or the student's parent or legal guardian. Schedule changes or cancellation requests made by text message, email, voicemail, phone call, or any other method will not be accepted or recognized.

Except as required by applicable law or in the event of documented medical emergencies or other circumstances approved by the school in its sole discretion, cancellation, rescheduling, or non-attendance with less than forty-eight (48) hours' notice shall result in forfeiture of the scheduled driving lesson or road test and all associated fees, with no refund, credit, transfer, or rescheduling.

It is the sole responsibility of the student, or the student's parent or legal guardian, to schedule all driving lessons and to maintain records of scheduled session(s). My First Drive is not responsible for providing reminders, notifications, or scheduling confirmations.

A full hour of absence is charged to the student when the student does not attend the full 55 minutes of instruction during a 60-minute period. The student must assume responsibility to make up any time missed.

All purchased materials and services, including the online course, driving lessons, and road test, are valid for a period of 12 months from the initial purchase date. It is the responsibility of the student, or the student's parent or legal guardian, to ensure that all course requirements, lessons, and the road test are completed within 12 months of the purchase date. (Note: During peak enrollment periods, in-car instruction times could be subject to availability).

To maximize the educational benefit of the training program, students are expected to practice with an TDLR authorized instructor between driving lessons. Accordingly, students may schedule a maximum of two (2) driving lessons per 7 days. My First Drive Driving School reserves the right to limit, reschedule, or cancel lesson bookings that exceed this limit. My First Drive may, in its sole discretion and subject to applicable TDLR, DPS, and program requirements, approve exceptions to the maximum of two (2) driving lessons per 7

days for a student when such scheduling is educationally appropriate and operationally feasible.

If driving sessions or testing are not completed within the 12 month validity period, the student, or the student's parent or legal guardian, may purchase a one-time 6 month extension for a fee of \$29.99 per voucher. The extension request and payment must be made by contacting the driving school within 90 days of the original expiration date. After 90 days from the expiration date, no extensions will be granted.

### **Instructor Availability and Assignment**

My First Drive does not guarantee or commit to assigning a specific instructor or examiner based on the preference of the student or the student's parent or legal guardian. All instructor and examiner assignments are subject to availability, scheduling, and operational requirements.

My First Drive reserves the unrestricted right to change the assigned instructor or examiner for any driving lesson or road test at any time, including on the day of service without prior notice.

Driving lessons or road tests may be cancelled or rescheduled at My First Drive's sole discretion due to inclement weather, instructor or examiner unavailability, safety concerns, operational constraints, or any other unforeseen or unavoidable circumstances.

### **Student Pickup and Drop-Off**

Any time spent by the instructor on student pickup or drop-off shall be deducted from the scheduled instructional time. If required minimum instructional or testing time is not met as a result, the student must purchase and complete additional lesson(s) to satisfy applicable requirements, with no refund or credit for time lost.

The student and the student's parent or legal guardian are solely responsible for ensuring that the student is dropped off on time and picked up immediately upon completion of each scheduled driving lesson or road test.

My First Drive, including its employees, contractors, driving instructors, and other staff, assumes no responsibility or liability for supervision of the student before the scheduled start time or after the scheduled end time of any lesson or road test and shall not be liable for any loss, harm, injury, or damage to the student or the student's personal property, including any property left unattended, occurring inside, outside, or in the vicinity of the premises, except as required by applicable law.

Access to the lobby or waiting areas may be restricted at any time, including during or outside regular business hours, weekdays, weekends, or holidays. The student's parent or legal guardian must ensure that the student is not left unattended and is picked up promptly upon completion of the driving lesson or road test.

### **Student Observation Policy**

The student acknowledges and consents to the possibility that another student may be present in the vehicle during a driving lesson for observation, instructional, or training purposes. The student further understands that they may be assigned observation time as part of their driver education program. By enrolling in driving lessons, the student agrees to such participation and waives any objection to the presence of other students during instructional sessions.

### **Additional Instructor and Instructor Training**

My First Drive is committed to maintaining high instructional standards through ongoing instructor development and quality assurance. The student acknowledges and agrees that, from time to time, more than one instructor, examiner, supervisor, trainer, trainee instructor, or other authorized My First Drive representative may be present in the vehicle during a driving lesson, road test, or other instructional activity for purposes including, but not limited to, instructor training, instructor evaluation, quality assurance, supervision, auditing, compliance, operational support, or professional development.

The student understands and agrees that the presence of an additional instructor or authorized representative shall not entitle the student to any refund, credit, rescheduling, reduction in fees, or modification of services. My First Drive shall have sole discretion in determining when additional personnel may be present during instructional activities.

### **Timeliness**

The students must arrive on time for all scheduled driving lessons and road tests. Arrival more than ten (10) minutes after the scheduled start time shall be deemed a no-show and will result in immediate cancellation of the lesson or road test. In such cases, the session shall be forfeited in full, with no refund, credit, transfer, or rescheduling. Late arrivals of ten (10) minutes or less may result in reduced instructional time, with no extension of the scheduled end time and no refund or credit for time missed. If the reduction in instructional time results in the student failing to complete any minimum lesson duration, instructional requirement, regulatory requirement, or program requirement applicable to the lesson, course, or road test, the student may be required to purchase and complete additional lesson(s) or instructional time at the student's expense to satisfy such requirements.

## **Accuracy of Information**

The student must provide truthful, complete, and accurate information in all interactions with My First Drive and its staff, including, without limitation, learner's permit information, driving history, lesson participation and practice, accident or incident history, and any other information reasonably requested or relevant to instruction, testing, safety, or compliance.

## **STUDENT ELIGIBILITY AND REQUIREMENTS**

### **Learner's Permit Requirement**

A valid State of Texas learner's permit is a mandatory prerequisite to book, attend, or participate in any driving lesson or road test.

The student must present a valid physical learner's permit at the start of each driving lesson and road test. Pursuant to Texas Transportation Code §521.025, electronic, digital, photocopied, or otherwise reproduced permits are not accepted under any circumstances.

Failure to present a valid physical learner's permit for any reason shall result in immediate cancellation of the scheduled lesson or road test. The instructor shall not conduct instruction or testing, and the lesson or road test shall be forfeited in full, with no refund, credit, transfer, makeup, or rescheduling, regardless of fault or prior notice.

### **Texas Authorized DPS Road Test Requirements**

The student, parent, or legal guardian is solely responsible for ensuring that all eligibility prerequisites for the road test are satisfied, all required documents are submitted online accurately and on time, and original hard copies of all required documents are presented on the day of the road test.

My First Drive will not administer a road test if any required document or prerequisite is missing, incomplete, inaccurate, or noncompliant. In such cases, the road test shall be immediately canceled and may be rescheduled only subject to availability. Any rescheduling resulting from missing or incomplete documentation, noncompliance with prerequisites, or for any other reason shall incur a non-refundable rescheduling fee of forty-five dollars (\$45), payable prior to rebooking.

If the student or the student's parent or legal guardian provides a vehicle for any DPS-authorized road test or instructional activity, the student and/or the student's parent or legal guardian is solely responsible for ensuring that the vehicle has valid registration, current inspection (if required), proof of financial responsibility (insurance), and is in safe mechanical condition as required by DPS and applicable law. My First Drive may refuse to



conduct a road test or instructional activity in any vehicle that, in its sole discretion, appears unsafe or non-compliant. The student and/or the student's parent or legal guardian is responsible for any citations, penalties, or damages arising from non-compliance with vehicle requirements or defects in the vehicle, except as otherwise required by applicable law.

### **Attire and Footwear**

The students must wear closed-toe and closed-heeled shoes suitable for safely operating vehicle controls and pedals for each driving lesson and road test. Failure to comply for any reason shall result in immediate cancellation of the scheduled lesson or road test, which shall be forfeited in full, with no refund, credit, transfer, or rescheduling.

The student must wear appropriate, safe, and non-restrictive attire for all driving lessons and road tests. Clothing that impairs movement, visibility, or safe operation of the vehicle, as determined by the instructor in their sole discretion, is prohibited and may result in cancellation and forfeiture under the same terms.

### **Conduct and Rules of Operation**

Persons age 14 to under 25 years of age must successfully complete either the minor or adult driver education course. Partial completion of the course does not satisfy the requirements of rule or law. A student or prospective student enrolled or seeking enrollment may be dismissed or barred from the school for unlawful activity; excessive tardiness; drunkenness or consumption of alcohol on the premises; signs of drug or alcohol use; smoking or using tobacco products; carrying firearms; rude, vulgar, or disruptive behavior; using an electronic device during the lesson or road test; or being generally inattentive (including but not limited to sleeping, texting, reading, disregarding, or not following the instructor's directions). A student terminated for violation of these rules of conduct shall forfeit any scheduled lesson(s) or road test and may be readmitted only at the discretion of the school director.

The student must be physically and mentally capable of operating a motor vehicle and must not be under the influence of drugs or alcohol at any time while participating in a driving lesson or road test.

The student, or the student's parent or legal guardian must notify My First Drive of any medical condition that may affect driving prior to each driving session. The student must immediately notify staff or the instructor if they feel unsafe, unwell, or overwhelmed.

In the event that a student experiences a serious illness, injury, or medical emergency during any driving lesson, road test, or while on school premises, the student and/or the

student's parent or legal guardian authorizes My First Drive and its staff, in their reasonable discretion, to contact emergency medical services and the parent or legal guardian using the contact information on file. The student and/or the student's parent or legal guardian understands and agrees that any costs associated with medical evaluation, treatment, or transportation are the responsibility of the student and/or the student's parent or legal guardian, except as otherwise required by applicable law.

The student must conduct themselves in a respectful and appropriate manner toward My First Drive staff, including employees, contractors, and driving instructors.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any My First Drive customer, employee, member, instructor, officer or external contractor will result in immediate account termination.

The student must comply with all federal, state, and local laws and regulations and follow all driving and safety instructions given by the instructor.

The student shall not use, access, or operate any electronic device, including mobile phones or other potential distractions, during any period of instruction or testing

The student, parent, or legal guardian must immediately report any inappropriate, unprofessional, or uncomfortable behavior by an instructor to My First Drive staff or management as soon as practicable.

## **NOTICE TO TEEN'S PARENTS AND GUARDIANS**

As the parent or guardian of a teenager, you are entitled to know the minimum requirements of a teen driver education course.

Texas Transportation Code 521.1601 requires an individual younger than 25 years of age to complete a driver education course.

The teen driver education course is for students aged 14 to under 18 years old. It must consist of the following:-

Seven (7) clock hours of in-car driving instruction and an additional seven (7) clock hours of in-car observation are required. Only two (2) hours of behind-the-wheel instruction are permitted per day. Simulation hours cannot be substituted for the behind-the-wheel instruction.

Thirty (30) additional clock hours of behind-the-wheel supervised practice, including at least 10 hours of nighttime practice. Practice must be done in the presence of a person at least 21 years of age, has at least one year of driving experience, and holds a valid driver

license. The thirty (30) hours must be certified by a parent or guardian, or designated person. Only two (2) hours of behind-the-wheel supervised practice are permitted per day.

The classroom instruction phase shall be completed within the timelines stated in this contract and all hours must be attended and successfully completed or made up. If a student fails to successfully complete all classroom hours, this school is required to contact DPS and cancel the learner's permit.

If your teen transfers to another school or driver training program, timelines may change and credits for classroom and/or in-car training may not be transferable to the new Driver Education provider.

The entire driver education course must be completed within the timelines stated in this contract. (Note: During peak enrollment periods, in-car instruction times could be subject to availability.)

If you have reason to believe that these minimum requirements are not being met or have a complaint, please file your complaint online at <https://www.tdlr.texas.gov/complaints-and-enforcement/>

My First Drive has implemented instructional standards and assessment criteria to monitor and evaluate student progress. These standards meet or exceed the requirements set forth in all applicable state laws, rules, and regulations.

A demonstrated level of mastery is a prerequisite to awarding a passing grade of seventy (70) or higher. Evidence of mastery may be determined by one or more of the following assessment methods:

- a) Unit tests
- b) Written assignments
- c) Skills performance checklists
- d) Comprehensive examinations of knowledge and practical driving skills

Licensed driving professionals contracted with My First Drive shall assess each student's readiness to operate a motor vehicle safely and responsibly. My First Drive will not approve, certify, or recommend any student who is not deemed adequately prepared to drive. My First Drive's professional judgment and assessment determinations are final, except as otherwise required by applicable law.

### **Assumption of Risk and Limitation of Liability**

Participation in driver training and related activities conducted by or on behalf of My First Drive, including without limitation in-vehicle driving lessons, DPS-authorized road tests, observation periods, and any other instructional activities involving the operation of a motor vehicle, is voluntary, and the student and/or parent or legal guardian knowingly and voluntarily assumes all risks associated with such participation, subject to the limitations set forth in these Terms of Service.

The student and/or the student's parent or legal guardian acknowledges and understands that, despite the instructor's training, supervision, and safety precautions, accidents, injuries, property damage, or other losses may occur. Learning to drive involves inherent risks, including, without limitation:

- a) Sudden braking, swerving, or emergency maneuvers
- b) Traffic hazards or unpredictable actions by other drivers, pedestrians, cyclists, or animals
- c) Hazardous weather, reduced visibility, roadway, or environmental conditions
- d) Mechanical failures, defects, or vehicle malfunctions
- e) Collisions, near-misses, or impacts with vehicles, objects, or fixed structures
- f) Emotional stress, anxiety, or nervous reactions during instruction
- g) Physical injuries, including minor injuries or serious bodily harm

Participation in driver training is voluntary, and the student and/or parent or legal guardian knowingly and voluntarily assumes all risks associated with participation.

To the fullest extent permitted by applicable law, My First Drive, its driving instructors, contractors, employees, and agents shall not be liable for any injury, loss, or damage arising out of or related to participation in driver training, except to the extent directly caused by My First Drive's gross negligence or willful misconduct.

### **Damage to Property**

The student and/or the student's parent or legal guardian shall be jointly and severally liable for any damage to, destruction of, or defacement of My First Drive property, including but not limited to training vehicles, equipment, facilities, premises, and instructional materials, caused by the student, whether intentional, reckless, or negligent, excluding normal wear and tear.

My First Drive may assess and recover damages of up to twenty thousand dollars (\$20,000) per incident, when such damages to My First Drive property are caused by the acts or

omissions of the student and/or the student's parent or legal guardian, as reasonably determined by My First Drive in good faith, based on documented actual or reasonably anticipated costs incurred, which may include, as applicable, repair or replacement costs, reasonable loss of use, towing, storage, insurance deductibles, administrative costs, and diminution in value. All charges shall be reasonably related to the damages incurred. Upon reasonable request, My First Drive will provide copies of invoices, repair estimates, or other documentation supporting the assessment.

All assessed amounts shall be due and payable upon demand. My First Drive may suspend or terminate services, withhold certificates or documentation, and pursue any lawful remedies available to recover unpaid amounts, to the fullest extent permitted by law. Upon reasonable request, My First Drive will provide a summary of the basis for the charges assessed.

To the fullest extent permitted by applicable law, My First Drive shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, without limitation, loss of profits, revenue, goodwill, use, data, or other intangible losses, arising out of or relating to the use of, inability to use, or reliance on the website or its content, even if My First Drive has been advised of the possibility of such damages.

The failure of My First Drive to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

### **Acknowledgement**

My First Drive makes no representations, warranties, or guarantees, whether express or implied, that any student will successfully pass a road test or obtain a driver's license as a result of participating in My First Drive's driving lessons or programs. The student acknowledges and understands that learning ability, skill development, and test performance vary among individuals and depend on multiple factors beyond My First Drive's control. Each student may require a different amount of instruction and independent practice to achieve the level of proficiency necessary to pass a road test.

The student further acknowledges that My First Drive is prohibited by law from issuing a DE-964 or ADE-1317 unless and until all course completion requirements have been fully satisfied. The student agrees that the student shall not request, accept, or rely upon a DE-964 or ADE-1317 issued contrary to such requirements.

These Terms of Service constitute the entire agreement between the student and My First Drive and supersede all prior or contemporaneous oral or written statements, representations, understandings, or agreements. No oral statements, representations, or promises not expressly set forth herein shall be binding on either party.

Any grievance not resolved directly by My First Drive may be submitted to the Texas Department of Licensing and Regulation (TDLR), Enforcement Division, P.O. Box 12157, Austin, Texas 78711, telephone (800) 803-9202, or via the TDLR website.

Before initiating any legal action, the student and/or the student's parent or legal guardian agrees to first attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms of Service or the Services through good-faith discussions with My First Drive. If the dispute is not resolved informally and is not subject to mandatory complaint procedures with TDLR or another regulatory body, any individual claim shall be brought exclusively in the state courts located in the Texas county where My First Drive's principal place of business is located, under the laws of the State of Texas.

By enrolling in or participating in My First Drive's services, the student and/or the student's parent or legal guardian acknowledges that they have read, understand, and agree to these Terms of Service, and that this Agreement constitutes a valid and binding contract between the parties.

## **Account Terms**

This page contains the most current version of the Terms of Service.

- You agree that My First Drive Driving School LLC can send you booking reminders, relevant information and other marketing via phone, SMS and/or email. You can opt out of any marketing.
- You are responsible for maintaining the security of your account and password. My First Drive Driving School LLC cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- By purchasing from My First Drive Driving School LLC, you agree not to initiate any credit card chargeback, or dispute any payment made for services, products, digital goods, Vouchers or gift cards purchased, except in cases of proven fraud or unauthorized transactions. All disputes must be resolved directly with My First Drive Driving School LLC.
- You must not post or submit false information to the Service.
- You must not use the Service for any illegal or unauthorised purpose. You must not use this Service to violate any laws in your jurisdiction, including but not limited to copyright laws.

- You are responsible for all activity that occurs from your account.
- Accounts registered by "bots" or other automated methods are not permitted and will be removed.
- My First Drive Driving School LLC has the right to suspend or terminate your account, refuse any current or future use of the Service, or any other My First Drive Driving School LLC service, for any reason.
- Violation of any of the terms or general conditions may result in the termination of your Account.

### **Cancellation Rates**

- Less than 48 hours notice before the booking will forfeit the full booking fee.

A cancellation does not automatically refund payment of products or services. Any amount not subject to the cancellation fee, is credited towards your account balance at My First Drive Driving School LLC.

### **Refund Policy**

Except as required by applicable law, a cancellation does not entitle the student to a refund. Any portion of a payment not subject to applicable cancellation, forfeiture, or administrative fees, if any, may be issued as a non-refundable account credit, at My First Drive's sole discretion, and must be used in accordance with My First Drive's policies. Refund eligibility and timing are governed by applicable state law and the following terms:

### **Cancellations**

Cancellation of a driving lesson with less than 48 hours notice before the booking will forfeit the full booking fee.

A cancellation does not automatically refund payment of products or services. Any amount not subject to the cancellation fee, is credited towards your account balance at My First Drive.

A full refund of all money paid is available if the student cancels the enrollment contract before midnight of the third (3rd) day (excluding a Saturday, Sunday, or legal holiday) after the date the enrollment contract is signed by the student, unless:

- (a) the student successfully completes the course or receives a failing grade on the course examination;
- (b) the enrollment was procured as a result of a misrepresentation in advertising or

promotional materials of the school or course provider; or  
(c) the enrollment was procured as a result of a misrepresentation made by an owner or employee of the school or course provider.

### **Termination**

The effective date of termination for refund purposes shall be the earliest of the following:

- (a) the last day of attendance, if the student is terminated by the school;
- (b) the date the school receives written notice of termination from the student; or
- (c) the tenth (10th) school day following the student's last day of attendance.

If tuition is collected in advance of entrance and a student does not enter the school, terminates enrollment, or withdraws, the school shall retain \$50 as an administrative expense and shall refund the portion of classroom tuition and fees and behind-the-wheel tuition and fees corresponding to services not received.

The school shall refund items of extra expense to the student, including instructional supplies, books, laboratory fees, service charges, rentals, deposits, and other charges, no later than thirty (30) days after the effective date of termination, provided that:

- (a) such expenses were separately stated and disclosed prior to enrollment; and
- (b) the student returns any school property in the student's possession.

A full refund of all tuition and fees is due in each of the following circumstances:

- (a) the student is not accepted by the school;
- (b) the course of instruction is discontinued by the school at this location; or
- (c) the student's enrollment was procured as a result of any misrepresentation in advertising or promotional materials of the school, or by an owner or employee of the school.

All refunds must be resolved directly with My First Drive.

All refunds shall be processed within thirty (30) days after the effective date of termination. No refunds shall be issued after certificate issuance, except as required by applicable law.

A learner license/permit and/or road test certificate will not be issued until full payment has been received.

### **LEGAL REFUND RIGHTS AND PRIORITY**

The refund provisions set forth below are subject to applicable federal and state laws, including Texas Department of Licensing and Regulation (TDLR) requirements. Where



required by law, statutory refund rights shall apply and will supersede any conflicting or inconsistent terms stated elsewhere on this page.

### **Modifications to Services and Prices**

- My First Drive Driving School LLC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
- Prices of all Services are subject to change with or without notice.
- My First Drive Driving School LLC shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

### **Vouchers**

- Vouchers are non-refundable and cannot be redeemed for cash.
- Unused vouchers cannot be transferred between clients.
- Vouchers are valid for 12 months from the date of purchase.

### **Fees**

- Credit card security is implemented using secure SSL encryption on all transactions and processed using a secure, trusted, PCI compliant payment gateway and used by My First Drive Driving School LLC for payment processing.
- All fees and transactions are in United States Dollars.

### **General Conditions**

- Your use of this website is at your sole risk. The website is provided on an "as is" and "as available" basis.
- You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the website, use of the website, or access to the website without the express written permission by My First Drive Driving School LLC.
- Verbal, physical, written or other abuse (including threats of abuse or retribution) of any My First Drive Driving School LLC customer, employee, member, instructor, officer or external contractor will result in immediate account termination.
- You must not transmit any worms or viruses or any code of a destructive nature.

- You understand that My First Drive Driving School LLC uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run.
- My First Drive Driving School LLC does not warrant that (i) the website will meet your specific requirements, (ii) the website will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the website will be accurate or reliable, (iv) the quality of any products, websites, information, or other material purchased or obtained by you through the website will meet your expectations, and (v) any errors in the website will be corrected.
- You expressly understand and agree that My First Drive Driving School LLC shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if My First Drive Driving School LLC has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the website; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the website; (iii) unauthorised access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the website; (v) or any other matter relating to the website.
- The failure of My First Drive Driving School LLC to exercise or enforce any right or provision of the Terms of website shall not constitute a waiver of such right or provision.

## Questions

Please send any questions or comments about these Terms of Service to us via our [contact page](#).