



## TERMS AND CONDITIONS

First Drive Driving School LLC, hereinafter referred to as “Driving School”, offers the selected course(s) and/or service(s) to the registree, hereinafter referred to as “Student”, under the Terms and Conditions set forth below. By completing purchase of the selected training course(s) and/or service(s), Purchaser acknowledges understanding of, and agrees to abide by, the following Terms and Conditions:

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### REFUND POLICY

DUE TO COSTS INCURRED BY THE DRIVING SCHOOL IMMEDIATELY UPON PURCHASE, 10% OF THE TOTAL PURCHASE PRICE IS NON-REFUNDABLE. THERE MAY BE NO REFUND ISSUED WHEN THE DRIVING SCHOOL IS OPERATING IN ACCORDANCE WITH THESE TERMS AND CONDITIONS AND THE TRAINING AGREEMENT. Any refunds issued will be prorated at current a la carte pricing to exclude services rendered, fees incurred, and future training or services which are scheduled within the applicable Late Cancellation time thresholds. No refund can be issued more than five months after the purchase date. Refunds must be requested by the original Purchaser in writing—by email is sufficient. Refunds will be issued only to the original Purchaser, and only via the payment mechanism by which the original purchase was made. Refunds cannot be issued to closed credit card accounts. Refunds may take up to 10 business days to process.

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### BEHIND-THE-WHEEL TRAINING (BTW) Wait Times

Due to very high demand and very low supply, there may be a substantial wait to begin BTW training. Please see the Announcements section on the home page of the Driving School's website for estimated wait times and waitlist rules and details.

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This offer is conditioned upon signed acceptance of a state-mandated Training Agreement and other documents as applicable to the specific course. A link to the applicable documents is provided in each course description. In-car training will not be made available to the Student before signed originals of all required documents are on file at the Driving School's main office. Photocopies and emailed scans are not sufficient. Documents may be dropped off at either location during posted office hours or by appointment, or sent by postal mail to our main office in Hilliard.

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All certificate-bearing courses have a state-mandated completion deadline. For offered teen courses this is six (6) months, and for offered adult courses three (3) months, from the date the student first receives training at the Driving School. (Online training hosted by a third-party provider does not constitute training received at the Driving School.) State of Ohio regulations stipulate that both the Student and the Driving School are responsible for adherence to the applicable deadline.

State law requires the Driving School to make all corresponding training available to the Student by the applicable deadline. Should the Student be unable to attend available training sessions offered, the Driving School is relieved of this obligation.

By state law, the Student is required to complete all corresponding training by the applicable deadline. After this deadline, a completion certificate cannot be issued and no refund will be given. In this case,

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certificated course completion will require a new Training Agreement, additional tuition payment, and restarting the course from the beginning.

The Driving School reserves the right to pace training start dates to ensure overall adherence to state-mandated deadlines, and makes no guarantee of any particular completion time other than the applicable state-mandated deadline.

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For all non-certificate-bearing courses, The Driving School agrees to make all training available by six (6) months from the date of registration.

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This enrollment will expire six (6) months after the date of purchase if the Student has not yet commenced training at the Driving School. (Online training hosted by a third-party provider does not constitute training at the Driving School.) An expired enrollment is not refundable, and reactivation will require a reinstatement fee of the greater of \$25 or the difference between the tuition paid and the tuition at the time of reactivation. Enrollment will not be reactivated more than one year after initial purchase.

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A rescheduling fee will apply if the Student cancels a training session with insufficient notice, fails to appear for a scheduled training session for any reason, is unprepared or tardy for the scheduled training session, or does not complete the full session for any reason beyond the control of the Driving School. Notice must be given at least two business days in advance to avoid a rescheduling fee. The only purpose of the rescheduling fee is to pay the instructor for the time that was reserved for the Student. A scheduled training session that is late-cancelled or missed is, for the Driving School and for all students waiting for training, a loss of time that cannot be recovered by any fee.

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The Driving School does not guarantee the issuance of a driver's license to the Student, nor any particular outcome other than provision of the type and amount of training purchased. The prescribed lesson plans will be followed to the extent that it is possible and safe to do so within the Student's existing skill level. The Student will be expected to have ample practice between training sessions. Should the Student not be of a sufficient skill level to safely conduct the planned training, basic training activities will be substituted to complete the in-car training time requirement.

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When required, the Driving School will furnish a Certificate of Completion to students of certificate bearing courses upon successful completion of all state-mandated certification prerequisites. (If the Student turns 18 years old before completing a certificate-bearing teen course, a completion certificate is not required and will not be issued automatically. In this case, the Student should inform the Driving School prior to the final training session if a certificate is needed.)

Successful completion, as defined by the State of Ohio, refers to the completion of the required number of training hours, the student's good faith effort having been exercised during any practical driving portion, and if applicable, the attainment of a score equal to or greater than 75% on the classroom final exam. Should the student fail to achieve the minimum passing score on the final exam, additional sessions and/or classroom attendance may be required at an additional cost.

Upon Student's eligibility, The Driving School may take up to five (5) business days to produce the Certificate of Completion. When the certificate is ready, it will be made available for pickup at the Driving School location through which the student enrolled, and the student will be notified by email. Certificates not picked up after two (2) months may be transferred to the Student's archived file at the Driving School's main office, in which case the Driving School will need prior notification to retrieve the certificate and make it available again.

Upon request, the Driving School will send the certificate via US postal mail, first class, to the mailing address on file for the Student. However, the Driving School advises against this and will not be responsible for certificates delayed or not received.

As the certificate process cannot be further expedited, the Student is urged not to schedule a license exam until at least six (6) business days after final training is received.

The cost of one certificate is included in the tuition for all certificate-bearing courses. Should that certificate need to be reissued or replaced due to any reason beyond the control of The Driving School, a fee will apply to cover additional state fees and processing costs incurred by the Driving School.

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The Driving School reserves the right to cancel the Student's enrollment and Training Agreement at any time should the Student's conduct indicate a lack of responsibility deemed necessary to safely operate a motor vehicle. This determination is at the sole discretion of The Driving School. Such conduct includes but is not limited to inappropriate use of electronic devices during training, class disruption, cheating, mischievous or malicious damage to Driving School property, theft, possession of prohibited or illegal items, and failure to follow the direction of staff and instructors.

The Driving School further reserves the right to cancel the Student's enrollment and Training Agreement at any time should the Student, Purchaser, a parent, or anyone else acting on the Student's behalf harass, threaten, or otherwise menace the Driving School or its staff and other associates. This determination is at the sole discretion of The Driving School.

In cases where the Student's enrollment and Training Agreement are cancelled due to the conduct of the Student or anyone acting on the Student's behalf, The Driving School reserves the right to issue no refund if it is operating in accordance with these Terms and Conditions and the Training Agreement. Any refund issued in such cases will be prorated at current a la carte pricing to exclude services rendered, fees incurred, and future training or services which are scheduled within the applicable Late Cancellation time thresholds.

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