



Terms of Use Agreement

Important: Please read these Terms of Use carefully. By using this website or our services, you agree to these terms. If you do not agree, please do not use this website or our services.

Key Provisions:

- Includes a **class action waiver** regarding the right to a jury trial.
- Contains a **mandatory arbitration clause**.

This Terms of Use Agreement (“Agreement”) is a legal contract between you (“STUDENT”) and DriverEdToGo (“DRIVEREDTOGO”). By clicking “**Accept**” (or similar), accessing or using this website, or using the DriverEdToGo driver’s education course service (“Mobile App and/or Online Course”), you agree to abide by the terms outlined below.

1. Security and Validation Policy

STUDENT acknowledges the following:

- It is unlawful to attempt to bypass the Mobile App and/or Online Course.
- Any attempt to bypass may result in loss of the Certificate of Course Completion, legal fines, and/or forfeiture of course fees.
- “Bypassing” includes, but is not limited to, having someone other than the registered STUDENT take or participate in the course.
- All information provided to DriverEdToGo must be accurate and truthful. Misrepresentation of identity may lead to removal from the course and forfeiture of fees.
- Misrepresenting identity may constitute **perjury** and other legal violations, with possible civil penalties.
- DriverEdToGo may access and use **third-party databases** (e.g., driver’s licenses, DMV records, credit information) to verify student information, prevent fraud, or for other legal purposes.
- DriverEdToGo may require a **notarized Statement of Assurance** verifying identity and compliance if requested.

2. Tuition Schedule

- The total cost of the course will be provided at the time of purchase.
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3. Course Schedule

- The course is typically available 24/7 after payment (“COURSE START”).
 - Access is granted for **365 days** from COURSE START.
 - Minimum requirements: Apple iOS device running 6.0 or higher; compatible with iOS, Android, and computers with internet browsers.
 - Availability may be affected by system failures, site failures, or connection issues.
 - STUDENT is responsible for ensuring proper equipment and system compatibility.
 - If access is unavailable due to DriverEdToGo’s fault, the COURSE END date will be adjusted if reported via phone (866-749-4445).
 - Internet service interruptions are not the responsibility of DriverEdToGo.
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4. Refund Policy

- Courses are **fully refundable** if:
 - The course has not been completed, **and**
 - The refund request is made within **30 days of purchase**.
 - Refund requests:
 - **Credit card, PayPal, or Google Play:** Contact customer support at info@driveredtogo.com.
 - **Apple iTunes:** Request refund through Apple.
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5. Cancellation Policy

- Full refund if canceled before midnight on the 30th day after signing the enrollment contract, unless:
 - The course has been completed, or
 - A failing grade has been received.
 - Failing personal or course validation is considered course completion with failure.
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6. Subscription Billing

- Monthly or recurring charges will occur on the same calendar day each month until canceled.

- Payment methods can be updated via payment service providers.
 - DriverEdToGo reserves the right to change subscription plans or pricing with notice.
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7. Student Registration Obligations

STUDENT agrees to:

- Provide accurate and complete registration information (“Registration Data”).
 - Keep Registration Data up to date.
 - Acknowledge DriverEdToGo is not liable for terminated access.
 - Certify they are at least **18 years old** or have obtained **guardian consent** if under 18.
 - Under 18? Consent of a legal guardian is required. If not obtained, do not proceed.
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8. Student Account, Password, and Security

- STUDENT will create a login ID and password during registration.
 - STUDENT is responsible for maintaining confidentiality and reporting unauthorized use immediately.
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9. No Resale of Service

- STUDENT agrees not to sell, resell, redistribute, or create machine-readable databases of any portion of the course.
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10. General Practices Regarding Use and Storage

- DriverEdToGo is not responsible for deletion or failure to store content.
 - Accounts may be logged off if inactive.
 - Practices and limits may change at any time.
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11. International Use

- STUDENT agrees to comply with all local laws and regulations when using the course.

12. Disclaimer of Warranties

Use at Your Own Risk:

- The Mobile App and/or Online Course is provided **“AS IS” and “AS AVAILABLE”**.
- DriverEdToGo disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.

DriverEdToGo does **not** guarantee:

- The course will meet your requirements or be uninterrupted, timely, secure, or error-free.
- Results or accuracy of the course.
- Quality of products, services, or materials.
- That errors will be corrected.

13. Limitation of Liability

DriverEdToGo is not liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to:

- Loss of profits, goodwill, data, or other intangible losses.
- Inability to use the course.
- Unauthorized access or data alteration.
- Third-party statements or conduct.

14. Trademark Information

- DriverEdToGo name, logo, and related trademarks are property of DriverEdToGo.
- All other marks are the property of their respective owners.
- No license or right is granted.

15. Notices

- Notices may be sent via email or mail.
- Changes to terms may be announced via the website or course platform.

16. Links

- DriverEdToGo is not responsible for external websites or resources linked in the course.
- Use of external resources is at your own risk.

17. Governing Law and Jurisdiction

- Governed by the laws of **California**.
- Legal actions must be filed in state or federal courts located in California.
- The United Nations Convention on Contracts for the International Sale of Goods and UCITA are excluded.

18. Service Help

- Visit the **FAQ** on our website or contact support at [**info@driveredtogo.com**](mailto:info@driveredtogo.com) for assistance.

19. Modifications to Terms of Use

- DriverEdToGo reserves the right to change these terms at any time.
- Changes take effect immediately upon posting. Continued use constitutes acceptance.

20. Student Agreement

By proceeding, STUDENT confirms:

- They have read and understood these Terms of Use and Privacy Policy.
 - They agree to be bound by them.
 - This Agreement represents the entire agreement between STUDENT and DriverEdToGo and supersedes all prior communications.
 - Amendments require written agreement by both parties.
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