

**SafeWay Driving Centers, Inc.
Online/Classroom Student Enrollment Contract**

SafeWay Driving Centers #C0182

9319 Katy Freeway
Houston, TX 77024

Student Legal Name

Last
First
Middle

Student Date of Birth

Date of Birth (mm/dd/yyyy)

Student Contact Info

Home Street Address 1
Home Street Address 2
City
State
Zip
Student Home Phone
Student Cell Phone
Student Email Address
High School

COURSE/COST: Texas Minimum Teen Driver Education Course \$499

ONLINE/CLASSROOM PHASE

Number of Sessions: 16
Length of Course: 32 Hours
Length of Sessions: 2 Hours
Cost per Session: \$31.19

IN-CAR DRIVING PHASE

Number of Sessions: 7
Length of Course: 14 Hours
Length of Sessions: 2 Hours
Cost per Session: Included

PAYMENT METHOD

Credit Card
Pay Pal

Payment is due in full at time of registration.

IMPORTANT DATES AND FEES

There are **NO EXCEPTIONS** to the following dates and fees:

Online Instruction Start Date: Online instruction begins upon initial student log-in.

Classroom Instruction Start Date: Classroom instruction begins upon first day of class.

90 Day Deadline: All sessions must be completed by ____/____/____.

180 Day Deadline: All In-Car driving Sessions must be completed by ____/____/____.

Extension Fee: If either deadline is not met, a 90 day extension may be purchased for \$150.

No Show Fee: A no show fee of \$75 will be charged if SafeWay is not properly notified of a cancellation at least **24 hours prior** to a scheduled drive session. (See "Driving Sessions" below for details about cancellations.)

Extra Driving Session Fee: Some students may require additional driving sessions beyond the seven (7) included to complete the requirements of the Texas Minimum teen driver education course. The cost of each extra driving session is \$100 per session which includes driving and observation. (See "Extra In-Car Driving Sessions" below for details.)

Duplicate Certificates: There is a \$25 charge for DE-964 replacement certificates.

ATTENDANCE AND MAKE-UP POLICY/COURSE DEADLINES AND EXTENSION FEES

Online Course

SafeWay Driving Centers offers an online course featuring the same material used in our physical classrooms. It is composed of sixteen (16) sessions spanning thirty-two (32) hours of instruction. The Online Curriculum will be available to the student twenty-four (24) hours a day, seven (7) days a week. Site accessibility may be affected by circumstances such as, but not limited to: system, site or connectivity failure for which SafeWay Driving Centers is not responsible.

Online students are required to complete each session in full to receive credit for that session. By law, students are only allowed to complete one session per day with a two hour limit.

Online students must complete each session in sequence and therefore do not have make-up sessions. Online students have 90 days to complete all 16 learning sessions and must do so by the 90 day deadline date shown on the front of the contract. If all learning sessions are not complete by the 90 day deadline, a 90 day extension may be purchased for \$150. The extension must be completed and payment must be received **BEFORE** the deadline date to ensure course continuance. All deadline information is also available on your online Driver Dashboard as well as the ability to pay for and receive an extension.

Classroom Course

SafeWay Driving Centers offers a classroom course featuring the same material used in our online curriculum. It is composed of sixteen (16) sessions spanning thirty-two (32) hours of instruction. It is offered in one two-hour session per day for 16 days at all SafeWay locations.

If a **classroom student** misses more than five (5) scheduled classes, his/her enrollment may be terminated. The full two hours of absence is charged to the student when he or she does not attend the full 55 minutes of instruction during a 60-minute period. **Students are not allowed late entrance into our classrooms.**

Classroom students may make-up missed classroom sessions without additional charge by attending another scheduled class that covers the same session and material missed. Available make up days can be found on your Driver Dashboard. All make-up sessions are to be completed by the 90 day deadline date shown on the front of the contract. If all classroom sessions are not complete by the 90 day deadline, a 90 day extension may be purchased for \$150. The extension must be completed and payment must be received **BEFORE** the deadline date. All deadline information is also available on your online Driver Dashboard as well as the ability to pay for and receive an extension.

Driving Sessions

Scheduling and canceling student drive times will be done by the student or parents online on the Driver Dashboard. This service provides around-the-clock access for viewing the student record and for scheduling, canceling, and rescheduling drive times. **Cancellations left on voice mail or email will not be honored.**

After receiving their learners' permit from the Department of Public Safety, students are responsible for scheduling their own in-car driving appointments. The permit number provided to the student by the Department of Public Safety must be entered by the student on their online Driver Dashboard to activate the student's account for scheduling driving appointments. Students must allow for a day of practice between scheduled driving sessions and therefore not allowed to book drive sessions on consecutive days.

All students must have their valid driving permit with them on all driving sessions or the student will not be allowed to drive. In the event that a student does not have their permit, or does not show up for their scheduled driving appointment, a fee of \$75 will be assessed. This fee may also be incurred if a scheduled driving appointment is not cancelled with a minimum of 24 hours notice.

All driving session cancellations must be made online or by phone with a SafeWay manager. Cancellations left on voice mail or email will not be honored.

Course Deadline Extension

All students must complete all required driving sessions by the 180 day deadline date shown on the front of the contract. If driving sessions are not complete by the deadline, a 90 day extension may be purchased for \$150. The extension must be completed and payment must be received **BEFORE** the deadline date.

By state law, if you do not extend by your specified deadline, you must re-contract for the full amount of the course.

EXTRA IN-CAR DRIVING SESSIONS

All students do not learn at the same pace and therefore some students may require additional driving sessions beyond the seven (7) included in the State Minimum License Package to complete the requirements of the teen driver education course. The cost of these sessions are \$100 each and includes both driving and observation. SafeWay Driving Centers' certified and licensed professional driving instructors will make a determination as to the student's ability and preparedness to drive a vehicle. The instructor and SafeWay Driving Centers **WILL NOT PASS** a student we do not believe is ready and willing to be a safe driver. SafeWay Driving Centers' opinion and decision is final.

GRADING AND PROGRESS POLICY

Appropriate standards have been implemented to ascertain the progress of all students. All progress standards meet or exceed the requirements of the current rules adopted by the commissioner of education.

SafeWay Driving Centers will only issue a Certificate of Completion or give credit for the course for a score of 70% or higher on the final exam. Students will be required to answer 20 content validation questions on each of the first 15 sessions and 66 questions on the final exam in Session 16.

Mastery is a prerequisite to awarding a grade of 70 or above. Evidence of mastery is determined by the following methods: (1) unit tests, (2) written assignments, (3) skills performance and (4) comprehensive examinations of knowledge and skills.

SafeWay Driving Centers' certified and licensed professional driving instructors will also make a determination as to the student's ability and preparedness to be driving a vehicle. The instructor and SafeWay Driving Centers **WILL NOT PASS** a student we do not believe is ready and willing to be a safe driver. SafeWay Driving Centers' opinion and decision is final.

RULES OF OPERATION AND CONDUCT

A student or prospective student may be dismissed from the class, online course or cars for tardiness, drunkenness, consumption of alcohol, rude, vulgar or disruptive behavior, unlawful activity; smoking or using tobacco products; or being generally inattentive (sleeping, texting, etc.) during course activities. An online student or prospective student may also be dismissed from the course for being in violation of the Netiquette rules listed below and on our forum. Students may be immediately dismissed for cheating or misrepresenting their identity at any time during the course. Students terminated for violating rules of conduct **will not be provided any refund** and **may** be readmitted at the sole discretion of SafeWay Driving Centers' Director.

SafeWay Netiquette

These conduct rules refer to the use of our SafeWay Driving Centers web site, proprietary online operating system and the SafeWay Driving System online curriculum course:

1. **Be Truthful.** Do not misrepresent yourself. Misrepresentation of your identity while taking the course will be considered cheating and will be punished as outlined in our Terms and Conditions.

2. Zero Tolerance Policy Regarding Inappropriate Behavior. Posts containing personal attacks, profanity or threatening, abusive, harassing or otherwise offense language, images or links will be removed by SafeWay Driving Centers and may result in disciplinary action. Discrimination and cyber-bullying will also not be tolerated.

3. No Illegal Activity. Cyberspace is not exempt from the law. SafeWay Driving Centers will report any illegal activity conducted on the forum and references made to committing illegal acts.

4. Communicate Clearly. Title your posts accurately and in a way that depicts the content of your message. Online forums are an informal environment, but for clarification purposes, utilize proper spelling, grammar and punctuation. Review your message carefully before clicking “send” since typos can be confuse your message’s intended meaning.

5. Refrain from using ALL CAPS. Typing in all capital letters is the Internet equivalent of yelling. In addition to being an aggressive way to post, it also makes your message more difficult to read.

6. Stay on Topic. Do not post irrelevant messages, online chain letters or messages promoting your own personal agenda.

7. Read Before Participating. Read existing posts and comments so as to not repeat what has already been asked or said. Refrain from posting identical messages or those that echo previous comments because they will add clutter to the forum.

8. Personal Communication. The forum is not a social network or place for personal communication. Do not post private information about yourself (phone number, street address, etc.) on the forum.

9. Trolls. Ignore “trolls.” Some people intentionally post flames or obnoxious messages to get a strong reaction from others. The best way to make them go away is to ignore them; they will soon lose interest and move on.

10. Respect Other’s Property. Do not post or claim anyone else’s work as your own. Always cite references as appropriate.

11. Follow the Golden Rule. Treat others the way you want to be treated. If you disagree with another’s opinion, do so respectfully. Remember that tone and sarcasm do not translate online and your humorous comment may be offensive to a peer. Do not say anything online that you would not if you were you face-to-face with the person.

Circumvention Warning

The student agrees that he/she will study the material in its entirety and complete the chapter quizzes and final test unassisted by any other person or unapproved materials. It is illegal to attempt to circumvent this online state-approved course, have any other person complete the material or provide false information. If SafeWay Driving Centers learns that a student has intentionally misrepresented himself or has cheated, the student will be barred from the rest of the course without a refund. In addition, the student may face legal charges for perjury or other criminal acts.

ADDITIONAL ONLINE TERMS AND CONDITIONS

By accessing this web site, you are agreeing to be bound by these web site Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this web site are protected by applicable copyright and trademark law.

USE LICENSE

Permission is granted to temporarily download one copy of the materials on SafeWay Driving Centers' web site for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

1. Modify or copy the materials;
2. Use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
3. Attempt to decompile or reverse engineer any software contained on SafeWay Driving Centers' web site;
4. Remove any copyright or other proprietary notations from the materials; or
5. Transfer the materials to another person or "mirror" the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by SafeWay Driving Centers at any time. Upon terminating your viewing of these materials, or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

DISCLAIMER

The materials provided by SafeWay Driving Centers are provided "as is". SafeWay Driving Centers makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, SafeWay Driving Centers does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its internet web site or otherwise relating to such materials or on any sites linked to this site.

The student understands and expressly agrees to use this web site at his/her sole risk that any material and/or data downloaded or otherwise obtained through the use of this web site is at his/her own discretion and risk and that he/she will be solely responsible for any damage to his/her computer system or loss of data that results from the download of such material and/or data.

DRIVER EDUCATION SCHOOL OF RECORD

SafeWay Driving Centers TEA License School #CO182 is the licensed school offering these online courses.

HARDWARE AND SOFTWARE

SafeWay Driving Centers' Online Curriculum is compatible with Internet Explorer 8 or 9, Mozilla 3.6. x, Safari 5 or any browser that provides equivalent functionality. The curriculum also requires the latest versions of Acrobat Reader 6.0 and Flash Player plug-in 8.0. Additionally the student's hardware must be equipped with speakers as sound is required for the course.

CERTIFICATION AND COMPLETION POLICY

To Receive Your Learner's Permit: The student agrees to complete all the components of the TEA approved online curriculum. After passing their online permit test, the student and adult legal guardian must come to SafeWay Driving Centers in person to pick up and sign for the permit portion of their DE-964 to take to the Department of Public Safety in order to receive their learner's permit. Student must notify their closest SafeWay location in advance of pick-up.

The information provided by the student at the time of registration will be used to issue the student's certificate. The student takes sole responsibility for any information entered incorrectly, resulting in an inaccurate certificate, which could be refused by the Department of Public Safety. The student is responsible for any fees necessary for the creation of an accurate duplicate certificate. Duplicate certificates are issued for a \$25 processing fee and must be picked up in person at the same location the original was received.

After receiving their learner's permit from the Department of Public Safety, students are responsible for scheduling their own In-Car driving appointments. The permit number provided to the student by the Department of Public Safety must be entered by the student on their online Driver Dashboard to activate the student's account for scheduling driving appointments.

Once a student has received their permit and entered their permit number on their Driver Dashboard, they may begin scheduling the necessary driving and observation required to receive a Certificate of Completion.

To Receive Your Certificate of Completion: SafeWay Driving Centers is prohibited from authorizing a Certificate of Completion if the student has failed to meet all the requirements for course completion.

After passing their online final test, the student and adult legal guardian must come to SafeWay Driving Centers in person to pick up and sign for their completed DE-964 to take to the Department of Public Safety in order to apply for your driver license.

The information provided by the student at the time of registration will be used to issue the student's certificate. The student takes sole responsibility for any information entered incorrectly, resulting in an inaccurate certificate, which could be refused by the Department of Public Safety. The student is responsible for any fees necessary for the creation of an accurate duplicate certificate. Duplicate certificates are issued for a \$25 processing fee and must be picked up in person at the same location the original was received.

SAFEMART DRIVING CENTERS PRIVACY STATEMENT

Your privacy is very important to us. We will not sell your information to a third party outside of our SafeWay Driving Centers family of businesses for any reason.

Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate, disclose and make use of personal information.

Before or at the time of collecting personal information, we will identify the purposes for which information is being collected. We will collect and use personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law. We will only retain personal information as long as necessary for the fulfillment of those purposes and as required by the State of Texas to deliver driver education.

We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned. Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.

SafeWay Driving Centers automatically receives and records information on our server logs from your browser, including IP addresses, browser types, referrer pages, domain names, access times, entry pages, exit pages, operating system types and search engine keywords used.

SafeWay Driving Centers uses the information it collects to identify the most effective ways to reach you, the customer, to more effectively meet your needs with regards to new products and services, and to contact you about product upgrades. SafeWay Driving Centers reserves the right to gather general statistic information such as number of users, aggregate and non-personally identifiable demographic data, number and type of goods and services purchased, etc., for SafeWay Driving Centers' business and marketing purposes.

If you have chosen to receive email and/or text communications, you will receive emails and/or texts pertinent to your account, your schedule and other information and announcements from SafeWay Driving Centers.

SafeWay Driving Centers is the sole owner of the information collected on its web site and will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification. We will make readily available to customers information about our policies and practices relating to the management of personal information. We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

SECURITY

SafeWay Driving Centers takes every precaution in protecting your personal information. Your SafeWay Driving Centers account is password-protected for security and privacy purposes. We are PCI compliant and use SSL encryption to protect sensitive information online. Additionally, SafeWay Driving Centers does not store any financial information on any of our databases after it has been processed. All employees are trained and updated on our security and privacy policies.

CHANGING AND EDITING YOUR PERSONAL INFORMATION

SafeWay Driving Centers allows you at any time to change the personal information you provided to us at the time of your registration. To edit this information, log into your secure account and make the appropriate changes to your personal information. You are solely responsible for the accuracy of the information you provide.

CANCELLATION AND SETTLEMENT POLICY/TEXAS MINIMUM LICENSE COURSE

A full refund, minus a \$50 administrative fee, will be made to: (1) any student who cancels the enrollment contract **after midnight of the third day** (excluding Saturdays, Sundays, and legal holidays when the school office is closed for the day) after the enrollment contract is signed by the prospective student, unless the student successfully completes the course or receives a failing grade on the course examination; or (2) the enrollment of the student was procured as a result of a misrepresentation in: (A) advertising or promotional materials of the school or course provider; or (B) a representation made by an employee of the school or course provider.

TERMINATION POLICY

If after the expiration of the three day cancellation privilege the student does not enter the online or classroom course, terminates enrollment, or withdraws, SafeWay will retain a \$50 administrative fee, and from the remainder, will refund that portion of the online or classroom tuition and fees for services not previously received by the student.

Refund computations will be based on: (1) the period of enrollment computed on the basis of course time expressed in clock hours of actual instruction received through the last date of online or classroom attendance; (2) the effective date of termination for refund purposes will be the earliest of the following: (A) the last date of online or classroom attendance if the student is terminated by the school or (B) the date of receipt of written notice from the student, or (C) the 10th school day after the last day of online or classroom attendance. (3) If tuition is collected in advance of entrance and if the student does not enter the classroom or online course, terminates enrollment, or withdraws, SafeWay will retain a \$50 administrative fee.

SafeWay Driving Centers holds the right to terminate, without notice, the enrollment of any student who has not effectively completed the course within 90 days from date of registration or purchased a course extension.

REFUND FOR DISCONTINUED COURSE

If SafeWay Driving Centers discontinues to offer a course paid for and enrolled in by a current SafeWay student that prevents that student from completing the course, all tuition and fees paid will be refunded in full within 30 days of course cancellation.

REFUND TIMING

SafeWay Driving Centers will make a good-faith effort to return all refunds within 30 days following the effective date of termination. Appropriate documentation and current contact information, including physical mailing address, are required to facilitate refund.

Send all cancellation requests to:

BY EMAIL: (Preferred and faster method)
accounting@safewaydriving.com

OR BY U.S. MAIL:
SafeWay Driving Centers
Attn: Customer Service
9319 Katy Freeway
Houston, TX 77024

NOTICE TO PARENTS AND GUARDIANS FROM THE TEXAS EDUCATION AGENCY

The Texas Education Agency licenses this driver education school and its instructors. As the parent or guardian of a teenager, you are entitled to know the minimum requirements of a teen driver education course.

There are thirty-two (32) required hours of online or classroom instruction. The online or classroom instruction phase shall be completed within the timelines stated in this contract and all 32 hours must be attended and successfully completed or made up. Only two (2) hours of scheduled online or classroom instruction are permitted per day.

Your teen must attend the first six (6) hours of online or classroom instruction before a learner's permit will be issued by the Texas Department of Public Safety.

Seven (7) clock hours of in-car driving instruction and an additional seven (7) clock hours of in-car observation are required.

There is a maximum of five (5) hours of driver training activities per day. These activities include scheduled online or classroom, in-car driving, in-car observation, and simulator training.

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

In-car driving and observation must be completed within the timelines stated in this contract. (Note: During peak enrollment periods, in-car instruction times could be subject to availability.)

The school is prohibited from issuing a DE-964 if the student has not met all of the requirements for course completion, and the student should not accept a DE-964 under such circumstances.

The school maintains a business insurance policy for vehicles with coverage as required by the Transportation Code, Chapter 601, and uninsured or underinsured coverage.

Any grievances not resolved by the school may be forwarded to: Driver Training, Texas Education Agency, 5701 Springdale Road, Austin TX 78723. Their phone number is 512-505-0503.

STUDENT ACKNOWLEDGEMENT

I have been furnished a copy of the school tuition schedule; cancellation and refund policy; and school regulations pertaining to absence, grading policy, progress, and rules of online course operation and conduct. I have read this contract and agree with the Terms and Conditions. This agreement constitutes the entire contract between the school and the student, and assurances or promises not contained herein shall not bind the school or the student.

BINDING CONTRACT

The student's agreement to these Terms and Conditions constitutes a binding contract between SafeWay Driving Centers, Inc. and the student, and takes legal precedent over any oral assurances or promises not contained herein.

Should you have any other questions or concerns, contact us at 713.468.1313 or at customerservice@safewaydriving.com

ACCEPTANCE

I am at least 18 years of age, serve as a legal guardian and accept the terms of this contract on behalf of the prospective driver listed on this agreement.

By signing this contract, either electronically or in writing, I agree the prospective driver listed on this agreement is the person I say they are and is the same person that is supposed to take this course. My prospective driver and I also agree to abide by all of the rules and conditions set forth in this agreement.

If online:

I ACCEPT

I DECLINE

If in person:

Parent/Legal Guardian

Prospective Student

SafeWay Driving Centers, Inc.

Date:
