

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 www.driverseducation101.com for the purpose of learning how to operate a motor vehicle under the State of Texas Parent Taught Driver Education program.
- “Instructor” refers to the parent, stepparent, grandparent, stepgrandparent, foster parent, or legal guardian who teaches the Student how operate a motor vehicle under the State of Texas Parent Taught Driver Education program.
- “Course” refers to the Driver's Education 101 course (CP-114) provided at www.driverseducation101.com that is approved by the Texas Department of Licensing and Regulation for use under the State of Texas 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 Texas. 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 Texas 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 Texas Parent Taught Driver Education program, the service provided by the Course must be used correctly. Regarding the Parent Taught Driver Education program, you should contact the Texas Department of Licensing and Regulation for any further information about eligibility, acceptable use, and other requirements which have been set.

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

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.

The Student must be at least fourteen (14) years of age to be enrolled in the Course. The Student must possess a valid Texas Learner License to perform any of the in-car activities of the Course. The minimum age required to obtain a Texas Learner License is fifteen (15). The Texas Learner License expires at age eighteen (18). No refunds will be given to anyone who is disqualified due to not meeting age requirements, enrollment requirements, or other requirements or qualifications set by the Texas Department of Licensing and Regulation or the Texas Department of Public Safety.

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 Texas Department of Licensing and Regulation. 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

Two (2) certificates of completion will be provided by the Course. The first certificate of completion will be issued after six (6) hours of classroom instruction have been completed. The second certificate will be issued once the entire Course is completed. The Student or Instructor must submit a request for the certificates from the Course website before the certificates will be issued.

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. Testing for License or Permit

It is up to the Instructor and Student to arrange for Texas Department of Public Safety testing. In preparation for testing by the Texas Department of Public Safety, the Course provides both extra practice materials as well as the materials that the State of Texas' curriculum requires. This material by itself should not be the sole resource for the Instructor and Student when preparing for the learner license test. You will be required to use a Texas Driver Handbook. If a Student fails their exam, the Company cannot be held responsible. Both the Student and Instructor have ultimate responsibility.

Moreover, no refunds, in part or in whole, will be issued when Texas Department of Public Safety testing is failed, the online course is failed, a license is denied, or any other eligibility requirements are not met.

VI. 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 must not have received a certificate from the Course.
- 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.
- It will take up to three (3) business days for a refund to be processed.

VII. 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.

VIII. Records Retention Policy

According to state requirements, all personal information will be stored for at least three (3) years by the Company. The Instructor is also required to keep the successful course completion records for at least three (3) years.

IX. 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 authorized representatives of the Company.