

BUDGET DRIVING SCHOOL OF IMPERIAL COUNTY

TERMS OF SERVICE

Last updated on 05/12/23.

1. Preamble.

1.1. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND BUDGET DRIVING SCHOOL OF IMPERIAL COUNTY ("Budget Driving School"). AS USED HEREIN, "YOU" MEANS A USER OF THE SERVICE. YOU SHOULD CAREFULLY READ THIS AGREEMENT.

1.2. Budget Driving School owns and/or operates the following websites:

<http://www.mybudgetdrivingschool.com> and any sub-domain or URL redirected or aliased; and
<http://www.sandiegodriveschool.com> and any sub-domain or URL redirected or aliased; and
<http://www.qualitydriversedonline.com> and any sub-domain or URL redirected or aliased.
<https://drivingschoolsadmin.com> and any sub-domain or URL redirected or aliased.

1.3. These websites and the services available thereon and other services Budget Driving School may make available from time to time (together with associated and successor websites and services) are referred to as the "Service".

1.4. THIS AGREEMENT GOVERNS YOUR USE (AND THAT OF ANY PERSON YOU PROVIDE ACCESS TO USE) OF THE SERVICE. BY USING OR ACCESSING THE SERVICE, OR BY PROVIDING ACCESS TO ANOTHER PERSON TO USE THE SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE THE SERVICE OR TO PROVIDE ANOTHER PERSON WITH ACCESS TO USE THE SERVICE.

2. No refunds or transfers.

2.1. By agreeing to these terms, the parties involved acknowledge and understand that all sales are final and non-refundable. Once a purchase is made, no refunds, returns, or exchanges will be provided unless explicitly stated otherwise in this agreement or required by applicable law.

2.2. Additionally, all goods and services under this agreement are non-transferable. The parties agree that any products, services, or rights acquired under this agreement cannot be transferred, assigned, or sold to any other student without the express written consent by Budget Driving School.

2.3. This clause is a fundamental part of the agreement and applies to all transactions, purchases, and engagements between the parties involved.

3. Goods and Services Timeframe.

3.1. By accepting these terms, the parties hereby agree that all goods and services purchased under this agreement must be utilized within one year from the date of purchase. Failure to utilize the purchased goods and services within this stipulated timeframe shall result in the forfeiture of any and all rights associated with the purchase.

3.2. The parties acknowledge and understand that Budget Driving School shall not be held responsible for any inability or failure to use the purchased goods and services within the specified timeframe. No refunds, exchanges, or extensions will be provided for goods and services that remain unused beyond the one-year period.

3.3. This clause is an integral part of this agreement and applies to all transactions and purchases made between the parties.

4. Changes to this Agreement.

4.1. Budget Driving School reserves the right, at its sole discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement at any time, effective with or without prior notice; provided, however, that Budget Driving School will provide a user with notification of any material changes by email, postal mail, website posting, pop-up screen, or in-service notice. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must immediately stop using the Service. Continued use of the Service following any revision to this Agreement constitutes your acceptance of any and all such changes.

5. Access to the Service.

5.1. Subject to your acceptance of and compliance with this Agreement, Budget Driving School grants to you a non-exclusive, non-transferable, revocable limited license to use the Service for your personal non-commercial, private use. You agree not to use the Service for any commercial purposes, or to download, save, copy, transmit or distribute the content of the Service, including without limitation on any other website or networked computer environment, except as specifically allowed in this Agreement.

5.2. Budget Driving School may change, modify, suspend, or discontinue any aspect of the Service at any time. Budget Driving School may also impose limits on certain features or restrict or prohibit your access to parts or all of the Service without notice or liability. You agree to be bound by application-, tool- or content-specific rules published within the Service.

5.3. You expressly agree that the content of the Service may be viewed and accessed only by end users and not by any other website or web publisher.

5.4. Your use of the Service is conditioned upon your compliance with this Agreement; any use of the Service in violation of this Agreement will be regarded as an infringement of Budget Driving School's copyrights in and to the Service. Budget Driving School reserves the right to terminate your access to the Service without notice if you violate this Agreement or for any reason at Budget Driving School's discretion.

6. Use of the Service by Minors.

6.1. Individuals under the age of 18 may not use the Service unless their parent(s) or legal guardian(s) issue explicit permission to said minor, to use the Service. In the event that you provide a minor with access to use the Service, you hereby agree to this Agreement on behalf of yourself and such minor, and you understand and agree that you will be responsible for all uses of the Service by the minor you provide access to use the Service whether or not such uses were authorized by you.

7. Ownership of Intellectual Property.

- 7.1. Unless otherwise specified in writing, all materials that are part of the Service are owned, controlled, or licensed by Budget Driving School and its licensors and are protected by law from unauthorized use. The entire contents of the Service (including without limitation all visual content, audio visual content, text (including without limitation, exam and survey questions) (the "Content"), and the arrangement, sequence, structure, and organization of the Service, are copyrighted under the United States copyright laws and/or similar laws of other jurisdictions. Budget Driving School and Budget Driving School logos are trademarks of Budget Driving School and may not be used without the express written permission of Budget Driving School.
- 7.2. You do not acquire any ownership rights by using the Service or downloading material from the Service.
- 7.3. All comments, feedback, suggestions, ideas, and other submissions disclosed, submitted, or offered by you in connection with your use of the Service, including without limitation by email to Budget Driving School (collectively, "Submissions") will be the exclusive property of Budget Driving School. You agree that unless otherwise prohibited by law, Budget Driving School may use, sell, exploit, disclose, revise, and delete the Submissions in any manner, including any public manner, without restriction, without compensation to you, and without identifying you as the creator of the Submissions. You represent and warrant that any Submissions are your original creations, that you have all rights to the Submissions, and that the Submissions do not infringe or violate the rights of any party, including without limitation any intellectual property rights or rights of privacy or publicity. You agree that the provisions in this paragraph will survive any termination of your account(s), the Service, or this Agreement.

8. Passwords.

- 8.1. Budget Driving School has several tools that allow you to record and store information in your account. You are responsible for all actions on the Service by you or under your Service password or account and for taking all reasonable steps to ensure that no unauthorized person shall have access to your Service password or account. Without limiting the foregoing: (a) you are responsible for all actions taken by individuals that you provide access to use the Service; and (b) it is your sole responsibility to (i) control the dissemination and use of any login code and password; (ii) authorize, monitor, and control access to and use of your Service account and password; (iii) promptly inform Budget Driving School of any need to deactivate a password. You grant Budget Driving School and all other persons or entities involved in the operation of the Service the right to transmit, monitor, retrieve, store, and use any information recorded and/or stored in your account in connection with the operation of the Service.

9. Usage Rules.

- 9.1. As a condition of your use of and access to the Service, you agree to comply, and to ensure that the individuals you provide access to use the Service comply, with the following usage rules, which are provided as an example rather than as a limitation, and any application-, tool- or content-specific rules published within the Service. You agree that your activities on the Service, and those of the individuals you provide access to use the Service, will not:
 - copy or adapt the Service's software including but not limited to Flash, PHP, HTML, Java, CSS, JavaScript or other code;
 - reverse engineer, decompile, reverse assemble, modify or attempt to discover any software (source code or object code) that the Service create to generate web pages or any software or other products or processes accessible through the Service;

- use or launch, develop or distribute any automated system, including, without limitation, any spider, robot (or "bot"), cheat utility, scraper or offline reader that accesses the Service, or use or launch any unauthorized script or other software;
- distribute any virus, time bomb, trap door, or other harmful or disruptive computer code, mechanism or program;
- cover or obscure any notice, banner or advertisement on the Service;
- interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service;
- sell the Service or any part thereof including but not limited to user accounts and access to them in exchange for anything of value;
- violate any applicable law, including without limitation any applicable export laws;
- harvest or otherwise collect information about others, including email addresses;
- infringe or violate the rights of any other party, including without limitation any intellectual property rights or rights of privacy or publicity;
- be obscene, offensive, pornographic, fraudulent, deceptive, defamatory, threatening, harassing, abusive, slanderous, hateful, or cause embarrassment to any other person as determined by Budget Driving School in its sole discretion;
- deliberately mislead anyone as to your identity or impersonate another;
- allow another person or entity to use your identity in order to access the Service;
- advertise or solicit business;
- solicit personally identifiable or personal information from another person; or
- engage in cheating or any other conduct deemed by Budget Driving School to be in conflict with the spirit or intent of the Service, including without limitation, by restricting any other user from using or enjoying the Service or exposing Budget Driving School or another to any liability or detriment of any kind.

10. Privacy and Protection of Personal Information.

10.1. Budget Driving School respects the privacy of visitors to, and users of, the Service.

Information collected from you and any individual you provide access to use the Service is subject to Budget Driving School's "Privacy Policy". The Privacy Policy can be found on the homepage of each website listed in Section 0. You acknowledge and agree that the Budget Driving School Privacy Policy, including, but not limited to, the manner in which Budget Driving School collects, uses and discloses your personally identifiable information and non-personally identifiable information, is incorporated and made part of this Agreement. By accepting this Agreement, you agree to all of the terms of the Privacy Policy. If you are an Entity (or a representative thereof) that provides a user with access to use the Service, you agree to hold all user information you may receive from Budget Driving School in confidence and in compliance with all applicable laws.

11. No Professional Advice.

11.1. The Service and the Content are provided for informational purposes only. BUDGET DRIVING SCHOOL DOES NOT PROVIDE MEDICAL, LEGAL, OR ANY PROFESSIONAL ADVICE NOR DOES THE SERVICE CONSTITUTE THE PRACTICE OF MEDICINE, LAW, OR ANY OTHER PROFESSION. Any information provided to you by Budget Driving School as a result of your participation in the Service is being provided to you solely for your educational and informational benefit and should not be considered medical, legal, or professional advice or a substitute for the foregoing.

12. Disclaimers; Limitations; Waivers of Liability.

12.1. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER THE LAWS APPLICABLE TO TERMS OF USE WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NEITHER BUDGET DRIVING SCHOOL NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD- PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS, NOR ANYONE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SERVICE (COLLECTIVELY, "BUDGET DRIVING SCHOOL PARTIES") WARRANT THAT THE SERVICE, INCLUDING WITHOUT LIMITATION THE INFORMATION MADE AVAILABLE THROUGH THE SERVICE, WILL BE UNINTERRUPTED, UNCORRUPTED, ACCURATE, RELIABLE, COMPLETE, CURRENT, TIMELY, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PAGES OR THE SERVER THAT MAKES THE SERVICE AVAILABLE ARE FREE FROM VIRUSES, WORMS OR OTHER HARMFUL COMPONENTS.

12.2..THE BUDGET DRIVING SCHOOL PARTIES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST OR ANTICIPATED PROFITS, LOST DATA, OR BUSINESS INTERRUPTION, THE USE OR MISUSE OF SUBMISSIONS OR CONTENT IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE, WHETHER OR NOT THE BUDGET DRIVING SCHOOL PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THE FOREGOING EXCLUSION OF LIABILITY IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, UNDER NO CIRCUMSTANCES WILL THE BUDGET DRIVING SCHOOL PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID BUDGET DRIVING SCHOOL IN THE NINETY (90) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

12.3. TO THE FULLEST EXTENT PERMITTED BY LAW, THESE DISCLAIMERS OF LIABILITY APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE UNDER ANY CAUSE OR ACTION OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE).

13. Release.

13.1 You forever release, discharge, and covenant not to sue the Budget Driving School Parties from any and all liability, claims, actions, and expenses that may arise, whether caused by the negligence of the Budget Driving School Parties, or otherwise, in connection with use of the Service or through or as a result of the Service. In other words, you agree that you cannot sue the Budget Driving School Parties if anything happens to you, any individual that you provide access to use the Service, or your property in connection with use of the Service or through or as a result of the Service. You agree that the provisions in this paragraph will survive any termination of your account(s), the Service, or this Agreement.

14. Indemnification.

14.1. You agree to defend, indemnify and hold harmless the Budget Driving School Parties from and against all liability, claims, actions, and expenses, including attorneys' fees and costs, arising out of your use of the Service, or that of any individual you provide access to use the Service and/or your breach or alleged breach, or that of any individual you provide access to use the Service, of any term, condition, obligation, representation or warranty in this Agreement. You agree that the provisions in this paragraph will survive any termination of your account(s), the Service, or this Agreement.

15. Objectionable Content/Copyright Takedown.

15.1. If you believe your rights have been violated by, or you otherwise object to, any posting, content or information on the Service, please contact us promptly so we can evaluate the claim and take appropriate action. If your complaint includes a claim of copyright infringement, the following policy will apply:

15.2. Copyright Policy. It is Budget Driving School's policy to respond promptly to claims of copyright infringement, and to remove, or disable access to, infringing material. If you believe that any of the content or materials appearing on this Service contain infringements, please send a notice to the individual and address stated below. Your notice should contain the following: a physical or electronic signature of a person (i.e., claimant) authorized to act on behalf of the copyright owner; identification of the copyrighted work claimed to be infringed; identification of the content or material claimed to be infringing; a reference or link to the infringing material or activity, or the subject of the infringing activity, including information to enable us to locate that material or reference; the address, telephone number or email address of the claimant; a statement that the claimant has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and a statement that the information in the notice is accurate and, under penalty of perjury, that the claimant is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Budget Driving School will also terminate a subscriber's account if a subscriber is deemed to be a repeat infringer, namely, one who has been notified of bona fide infringing activity more than twice. Our designated agent, to whom you should mail your infringement claim (or other complaints), can be contacted at the following address:

Attn: Legal Department
Budget Driving School of Imperial County
1950 Wake Ave
El Centro, CA 92243

16. Third Party Sites and Products.

16.1. We may include links to third party sites or services, or information about third party products or services. You should review the terms of use and privacy policies of all sites and services you link to from or are referred to by our Service. We do not endorse or take responsibility for

these third party offerings. We do not vet or take responsibility for third party sites, services or products or the postings or communications of other users.

17. **Governing Law/Waiver of Injunctive Relief.**

- 17.1. This Agreement and all aspects of the Service will be governed by and construed in accordance with the internal laws of the United States and the State of California governing contracts entered into and to be fully performed in the State of California (i.e., without regard to conflict of laws provisions) regardless of your location. With respect to any disputes or claims not subject to informal dispute resolution or arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state or federal courts located in the State of California, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts located in the State of California.
- 17.2. To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), you and Budget Driving School agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other. You will mail your notice to Budget Driving School of Imperial County at the following address:
- Attn: Legal Department
Budget Driving School of Imperial County
1950 Wake Ave
El Centro, CA 92243
- 17.3. If you and Budget Driving School are unable to resolve a Dispute through informal negotiations within 30 days, either you or Budget Driving School may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party will be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration will be commenced and conducted under the Streamlined Arbitration Rules and Procedures (the "Rules") of JAMS, which is available at the JAMS website www.jamsadr.com. The determination of whether a Dispute is subject to arbitration will be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation will be governed by the Rules. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and Budget Driving School may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.
- 17.4. You and Budget Driving School agree that any arbitration will be limited to the Dispute between Budget Driving School and you individually. To the full extent permitted by law, (a) no arbitration will be joined with any other; (b) there is no right or authority for any Dispute to be arbitrated on a class- action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

17.5. . You and Budget Driving School agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or Budget Driving School's intellectual property rights; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (c) any claim for injunctive relief.

18. Waiver/Severability.

18.1. The failure of Budget Driving School to require or enforce strict performance by you of any provision of this Agreement or to exercise any right under them will not be construed as a waiver or relinquishment of Budget Driving School's right to assert or rely upon any such provision or right in that or any other instance.

18.2. You and Budget Driving School agree that if any portion of this Agreement, except any portion of Section 15.5, is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision will, as to such jurisdiction, be ineffective to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of this Agreement, which will continue to be in full force and effect. If Section 15.5 is found to be illegal or unenforceable then neither you nor Budget Driving School will elect to arbitrate any Dispute falling within that portion of Section 15.5 found to be illegal or unenforceable and such Dispute will be decided by a court of competent jurisdiction in the State of California, and you and Budget Driving School agree to submit to the personal jurisdiction of that court.

19. Miscellaneous.

19.1. Budget Driving School operates and controls the Service from its offices in North America.

19.2. Budget Driving School makes no representation that the Service is appropriate or available in other locations. The information provided on the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Budget Driving School to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

19.3. The privileges granted to you under this Agreement will terminate immediately and automatically without notice from Budget Driving School if, in our sole discretion, you fail to comply with any term or provision of this Agreement or for any reason in Budget Driving School's sole discretion. Neither the course of conduct between the parties nor trade practice will act to modify this Agreement to any party at any time without any notice to you. You may not assign this Agreement without Budget Driving School's prior written consent. This Agreement contains the entire understanding of you and Budget Driving School, and supersedes all prior understandings between the parties concerning its subject matter, and cannot be changed or modified by you. The section headings used in this Agreement are for convenience only and will not be given any legal import. Upon Budget Driving School's request, you will furnish Budget Driving School any documentation, substantiation or releases necessary to verify your compliance with this Agreement. You agree that this Agreement will not be construed against Budget Driving School by virtue of having drafted it.

19.4. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

20. Statute of Limitations.

- 20.1. You and Budget Driving School both agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement (including the Privacy Policy) must be filed within ONE (1) YEAR after such claim or cause of action arose or will be forever barred.

21. Online Scheduling Agreement.

- 21.1. You acknowledge and agree that the Budget Driving School Online Scheduling Agreement is incorporated and made part of this Agreement. By accepting this Agreement, you agree to all of the terms of the Online Scheduling Agreement. A link to the Online Scheduling Agreement can found on the homepage of each website listed in Section 0.

22. Force Majeure.

- 22.1. Any delay or failure in the performance by Budget Driving School hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars (whether or not war is officially declared), hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes that prevent Budget Driving School from furnishing the materials, services, and/or equipment, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to Budget Driving School's failure to perform its obligation(s) under this Agreement.