

ONLINE PROGRAM RULES/REQUIREMENTS

- Parent agrees that there are no refunds after the online program has been accessed and started
- Parent agrees to complete the Online Program Agreement prior to purchasing
- Parent agrees that pre-registration is required and must pre-register their student at <https://mydmv.colorado.gov/> and provide the pre-registration number to 1st Drive prior to receiving an email invitation to set up the students account
- Parent will provide a valid email address for each student when purchasing
- Parent and Student agrees that access to the online program is restricted to the parent and student only
- Parent/Student understands that the online program will be completed within 90 days of the purchased date or will be required to pay \$30 for a one month extension.
- Student understands that the online program is 30 hours long and they must pass each chapter quiz with an 80% grade or higher.
- Student understands this is an online program only and does not include any written materials.
- Student agrees that he/she must pass a final exam with an 80% or higher
- After passing the final exam, the Student or Parent agrees to contact 1st Drive to schedule the permit test.
- Once the online program has been completed, the Parent and Student understand that the online program completion certificate expires 180 days from the completion date. This means that the student must get their permits prior to the expiration date or will have to redo the program.

ONLINE PROGRAM AGREEMENT

This agreement is made:

Between: 1st Drive LLC, (“1st Drive”)

And: _____ (“Client”)
Student’s Parent, Legal Guardian, or Participant if over 18

For: _____ (“Student”)

A. Services: 1st Drive will...

- Provide the student with access to the online program
- Require the student to complete the online program within 90 days from when they began it or pay an extension fee of \$30
- Provide a course completion certificate when successfully completed
- Administer up to two free permit tests
- Provide a permit test completion certificate when successfully passed

B. Fees. Client agrees to pay a sum not to exceed **\$60** for the Online Program.

C. Rules. The Rules are applicable to the student at all times while working on the online program. Client/Student acknowledges that failure to abide by the rules is a violation of this agreement and may result in the dismissal from the online program. If dismissed, all fees paid to 1st Drive will be non-refundable. (The Rules can be found by going to: 1stdrivecolorado.com/resources).

D. Termination/Refunds. Except as stated in Section C, the online program agreement may be terminated prior to accessing the on line program. Termination must be submitted in writing (letter, email or fax) and delivered by such means or in person to the other party. In the event of termination, 1st Drive will refund no more than \$60. There will be no refunds after the program has been accessed.

E. Insurance. 1st Drive agrees to carry and maintain in effect, at all times throughout the performance of the online program, general liability insurance coverage.

F. Limitation of Liability. 1st Drive shall not be liable for any indirect, incidental, special, punitive or consequential damages for any breach of the online program agreement. Client’s exclusive remedies for any and all claims related to the services provided by 1st Drive under the online program agreement shall be limited to the total online program payments made to 1st Drive.

G. Notices. All notices or other communications required or permitted to be given shall be in writing (letter, email or fax) and delivered by such means or in person to the other party.

H. Assignment. The client shall have no right to assign its respective rights and obligations under the online program agreement, without prior written consent of 1st Drive.

I. Amendments. No change or modification of the online program agreement shall be valid unless agreed upon by 1st Drive and client, in writing and signed by both parties.

J. Severability. If any section or clause of the online program agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section or clause shall not affect the remaining provisions of the online program agreement.

K. Technical Support. Technical support is provided Monday through Friday from 8:30am – 4:30pm and on Saturdays from 8:30am – 11:30am. Please contact the office at (719) 570-0700 or by email at 1stdriveinfo@1stdrivecolorado.com

L. Agreement. This agreement constitutes the entire contract between the school and the client, and any verbal assurances or promises not contained herein are not binding on either the school or client. *(1st Drive is not an agency of and does not represent the Department of Revenue, Division of Motor Vehicles).*

Parent/Guardian Signature: _____ Date: _____

1st Drive Employee Signature: _____ Date: _____