



TERMS AND CONDITIONS

This Enrollment Agreement ("Agreement") sets forth the terms and conditions governing your enrollment with MyDrive Academy ("MDA"). By enrolling in MDA, you agree to abide by the terms and conditions outlined herein, which supersede any prior oral agreements or communications. This Agreement constitutes the complete and exclusive contract between MDA and the student, and no verbal assurances or promises not contained within this Agreement shall have any binding effect on either the school or the student.

STUDENT INFORMATION

I affirm and verify that all information furnished during the registration process is precise, comprehensive, and genuine to the best of my understanding. I recognize the significance of supplying accurate and trustworthy details to the best of my ability and understanding the necessity for honesty in the information provided

INTELLECTUAL PROPERTY: All methods and materials are the sole and exclusive property of MDA. You hereby commit not to divulge, sell, or disseminate any information, whether in written or spoken form, acquired from MDA to any third party.

STUDENT DISMISSAL AND SCHEDULING: MDA reserves the right, at its discretion, to modify course schedules and locations and, on rare occasions, cancel a course if there is an insufficient enrollment of a minimum of seven students. Please be aware that course capacity is limited, and enrollment is conducted on a first-come, first-served basis. MDA retains the authority to dismiss any student who has not fully settled tuition fees in accordance with our tuition policies or who, in the opinion of MDA, exhibits a disruptive demeanor or shows signs of impairment during classroom and/or driving sessions.

CONFIDENTIALITY: MDA pledges not to share, sell, or distribute any information obtained from a student, whether in written or spoken form, with any third party, unless legally compelled to do so by a court order or a lawful authority. Furthermore, students agree not to replicate, reproduce, download, upload, post, exhibit, broadcast, transmit, distribute, publish, republish, encode, translate, or employ in any manner any Materials or Marks provided on this website without the explicit written consent of MDA, regardless of the form, means, medium, or information storage or retrieval system involved.

WEBSITE: MyDriveAcademy.com utilizes marketing pixels. All trademarks, service marks, logos, model and brand names, emblems, and distinctive trade dress elements, whether explicitly indicated or not, (collectively referred to as "Marks") featured on this website are either owned by MDA or held jointly with partners, or used under permission. These Marks are protected by U.S. (federal and state)

and international trademark laws, unfair competition regulations, and other intellectual property statutes.

PERSONAL PROPERTY: The personnel and instructors associated with My Drive Academy cannot be held responsible for any loss of a student's personal property or documents. We advise you to exercise vigilance in safeguarding your belongings while in an MDA classroom or vehicle.

DISPUTE RESOLUTION: Any disputes arising under the Administrative Driving Code, Title 92, Chap. II, Part 1060.80, should be referred to the Illinois Secretary of State Office for resolution.

TEEN PROGRAMS

TEEN PROGRAM SELECTION – My Drive Academy commits to delivering the chosen driver's education program and services as indicated during the registration process. The final receipt, along with relevant details, is appended to the respective student files for reference.

TEEN CERTIFICATION/ELIGIBILITY: In order to qualify for early issuance of their driver's license before reaching the age of 18, Illinois residents who are teenagers must successfully complete a 30-hour classroom course in addition to a Behind-the-Wheel course lasting at least six hours. Teenagers may become eligible for enrollment in classroom instruction if the program's conclusion falls after the student reaches the age of 15.

Students will become eligible to take the Illinois Written Exam for the acquisition of their Illinois Class D Permit after completing the fourth day of the class. It is imperative that the following documents be submitted prior to the completion of the entire program, as failure to do so will result in the non-disbursement of certification to the Secretary of State:

- This Registration/Agreement Form
- Driver's Education Approval Form: Student must have a passing grade in at least eight courses in the last two semesters (Or, as a substitute, acceptable school transcripts, detailing a year's worth of grades/GPA)
- Copy of the Instruction Permit

For students enrolled in the Behind-The-Wheel Only program (BTW-Only), it is necessary to furnish evidence of having completed the classroom segment of Driver's Ed, in addition to the previously mentioned documents. Failure to provide this proof will result in the non-transmission of certification to the Secretary of State.

Upon successful completion of their Behind-The-Wheel program, students must await the delivery of a certificate from the Secretary of State, which will be sent via postal mail. Once this certificate is received, they will become eligible to visit the DMV for their road test, provided they meet the requirements for obtaining their Class D license, as outlined below.

My Drive Academy initiates the application process with the Secretary of State for full certification of the teen's completion of Driver's Ed when the following conditions have been satisfied:

- The teen has fulfilled all mandatory classroom and in-vehicle training.
- All mandatory documents have been submitted to My Drive Academy.

To qualify for an Illinois Class D Driver's License, a teen must meet the preceding two criteria, as well as the following:

- Be at least 16 years of age.
- Have held an Instruction Permit for a minimum of 9 months.
- Have completed a 50-hour log sheet, with at least 50 hours of recorded Behind-The-Wheel practice.

TEEN ABSENCE/MAKEUP POLICY: Within the teen classroom program, a maximum of four absences is permitted. In cases where students arrive more than 15 minutes late after the class commencement, they may be marked as absent, at the discretion of the instructor. Any missed classes or incomplete/failed classwork must be completed before the program's conclusion. Missing the fifth class will result in the student's removal from the program. If eligible, the student may re-enroll in another class by paying a \$60 re-enrollment fee.

Please note that engaging in academic dishonesty or cheating during chapter work may result in the nullification of the student's work and an absence being recorded, as determined by the instructor. Repeated instances of cheating may lead to potential removal from the program, at the discretion of MDA. If eligible, the student may re-enroll in another class by paying a \$60 re-enrollment fee, provided their credit is still valid.

INDEPENDENT CLASSROOM SESSIONS: Cancellations for independent classroom sessions must be made at least 48 hours in advance through a phone call (email and voicemail cancellations are not accepted). Last-minute cancellations or failure to attend independent classroom sessions are subject to a fee of \$90 for a 2-hour session.

Exam Responsibility: To meet the State of Illinois Requirements, the student is responsible for achieving a score of 75% or higher on the 30-Hour Drivers Education Class and all written exams conducted by MDA Driving School.

STUDENT CONDUCT: The instructor retains the authority to cancel a lesson or dismiss a student from class if the student fails to adhere to our Behind-The-Wheel and classroom policies. This includes but is not limited to, instances where a student does not possess an Instruction Permit, fails to wear appropriate closed-toe footwear or exhibits misconduct or improper behavior.

TEEN SCHEDULING BEHIND-THE-WHEEL (BTW) LESSONS: Students are eligible to commence their BTW Lessons once their program is fully paid for, and they have submitted completed copies of the Instruction Permit, School Approval Form, and this Agreement form to the MyDrive Academy office. If enrolled in a comprehensive program, the scheduling of BTW lessons can commence following the conclusion of classroom sessions. Depending on the program purchased, BTW lessons can be scheduled either individually or in groups of two (2) students. Please note that BTW Lessons will only be scheduled once all the aforementioned criteria have been met. It's important to be aware that for BTW-only students, proof of completion of classroom driver's education is also a prerequisite.

BEHIND-THE-WHEEL POLICIES

INSTRUCTION PERMIT: Students are required to have a valid driver's instruction permit and a photo ID in their possession whenever they are scheduled to operate an MDA vehicle. Failure to present the permit and photo ID will result in the cancellation of the lesson, accompanied by a rescheduling fee of \$60.

FOOTWEAR: During driving lessons, students are prohibited from wearing sandals or any open-toed shoes. Footwear must cover both the toes and heels of the student. The use of high heels is not permitted during driving lessons. Non-compliance with these footwear requirements will lead to

lesson cancellation and an associated cancellation fee of \$100.

CELL PHONES/ELECTRONIC DEVICES: The use of cell phones and any other portable electronic devices during BTW (Behind-the-Wheel) lessons is strictly forbidden. Students are kindly requested to silence or power off their cell phones and electronic devices while participating in driving lessons. Failure to adhere to these guidelines will result in the student being excused from the lesson without receiving attendance credit.

PARALLEL PARKING AND HIGHWAY DRIVING: It's important to note that the inclusion of parallel parking and highway driving skills in Behind-the-Wheel lessons is at the instructor's discretion. These skills are not guaranteed to be part of the curriculum unless the student has purchased a specific package including these skills (for adults) or an additional two-hour lesson specifically covering parallel parking and highway driving (for teens).

TEEN DOCUMENTS: Prior to commencing their Behind-the-Wheel lessons, all registration documents must be submitted to MDA for teenage students.

CANCELLATION NOTICE FOR DRIVING: To avoid incurring a cancellation fee, all driving lesson cancellations must be made at least 24 hours in advance of the scheduled lesson start time. Students who cancel their lessons within 24 hours of the lesson will be subject to a cancellation fee of \$60 for every two hours scheduled. Cancellation notifications must be made by speaking directly to a staff member at the office via phone call. Please note that text messages, emails, or voicemails left for MDA staff do not constitute sufficient notice and will not be accepted as valid cancellation notifications.

IN-LESSON CANCELLATION: Behind-the-wheel (BTW) lessons commence when the instructor arrives at the designated lesson location at the scheduled time. The instructor retains the right to cancel the lesson at any point if there are concerns about the student's impairment. Furthermore, a lesson may be cancelled if the student opts not to proceed with the lesson, fails to wear appropriate footwear, or refuses to comply with the instructor's directives, particularly warnings regarding reckless behavior. If a lesson is cancelled under any of these conditions, MDA's obligations to the student for that lesson will be considered fulfilled.

In instances where the instructor decides to terminate a lesson in progress due to inadequate footwear, the student's cognitive impairment, or non-compliance with instructions, My Drive will regard the lesson as completed. While the student will not incur a cancellation fee, they will not be eligible for a refund for the lesson.

TRANSPORTATION TO THE ROAD TEST: For students selecting road tests, it is the student's responsibility to meet the assigned instructor at the Secretary of State (SOS) office on the scheduled examination day. The meeting location will be specified by the instructor and will be at the SOS office.

ROAD TEST AT SECRETARY OF STATE'S OFFICE: Two hours are allocated for the road test. Any additional time spent at the Secretary of State's office due to delays in lines or other factors, including the need to address documentation, eligibility, or licensing matters, will be billed at a rate of \$70 per hour after the initial extra 30 minutes have elapsed. Students have the option to reschedule the road test for another day to resolve any issues preventing them from taking the test, subject to a \$60 rescheduling fee.

NOT READY FOR ROAD TEST: If an MDA instructor determines that a student is not adequately prepared for the road test, the test will be cancelled. The student can choose to utilize the two hours originally allotted for their road test as a regular lesson or cancel the road test (with a \$60 rescheduling fee) and schedule it for another day.

ROAD TEST DOCUMENT RESPONSIBILITY: MDA provides students with information regarding license requirements. It is the responsibility of students to possess all necessary documents for program participation and the examination. MDA is not liable for consequences resulting from students lacking the required documents, including potential exclusion from the program or denial of the exam. Students acknowledge and agree that they may be required to cover any applicable fees associated with rescheduling the road test.

VALIDITY AND TRANSFER: MDA students must complete the entire course within a 9-month period. For Classroom students, this timeline begins on the first day of class, while for Behind-The-Wheel students, it starts on the day of purchase. After these nine months, the credit will expire, necessitating re-registration and recommencement of the program.

A re-enrollment fee of \$60 applies if a teen student is dropped from a class and needs to enroll in another one before the credit expiry date. This is not applicable to adult students.

PAYMENT METHODS: My Drive Academy offers various payment options, including cash, Zelle, and credit cards. Please be aware that all debit/credit payment transactions are subject to a 3% processing fee.

PAYMENT REFUSAL/LACK OF FUNDS: Should a payment method be returned due to insufficient funds, the student or parent(s) will be held accountable for the entire outstanding balance, along with any bank fees incurred by MDA as a result of the payment being declined. Failure to settle the balance in full within a 90-day period will result in the student or parent(s) being responsible for all invoiced charges, collection expenses, and reasonable attorney fees.

REFUNDS AND OTHER FEES: The school will not issue any refunds for tuition or any portion thereof if the school is capable and willing to fulfill its contractual obligations.

MY DRIVE ACADEMY VIDEO AND SOUND RECORDING RELEASE AND CONSENT

By accepting and agreeing to the Terms and Conditions established by My Drive Academy, you provide irrevocable consent for My Drive Academy, its officers, agents, employees, successors, licensees, and assigns to utilize the image, likeness, appearance, video, or sound recordings of both yourself and/or your teenager (hereafter referred to as the "student") exclusively for safety and quality control purposes.

These video and sound recordings may be employed solely for educational, training, or informational purposes pertaining to driver education and shall not be used for any commercial or solicitation purposes. All rights, title, and interests in the image, likeness, appearance, video, and sound recordings will remain the exclusive property of MyDrive Academy.

You comprehend and agree to the stipulations delineated in this document. As the parent or legal guardian of the participant identified within these pages or as an adult student of My Drive Academy, you provide unalterable consent on behalf of your teenager and/or yourself. This consent grants My Drive Academy, its officers, agents, employees, successors, licensees, and assigns perpetual authorization to employ the image, likeness, appearance, and voice of your teenager and/or yourself in video and sound recordings for the purposes stated above. You affirm that you possess full awareness of the content within this release and that you are not under any form of disability, duress, or undue influence at the time of signing this agreement.

Release of Liability and Authorization

By signing these terms and conditions I, the undersigned parent/guardian, authorize MyDrive Academy to provide driving instruction to my teenage child named above ("the Student").

I understand the inherent dangers of driving and the risks associated with learning to drive a motor vehicle.

I release and hold harmless MyDrive Academy, its instructors, employees, and representatives from any liability for damages, injuries, or losses that may occur to the Student, their property, or any third party during their participation in the driving instruction program, in the scenario that the aforementioned instances occur, and are proven to have occurred, due to the Student's failure to adhere to MyDrive Academy's behind-the-wheel and classroom policies.

Acknowledgement of Enrollment

By registering with My Drive Academy Naperville LLC (located at 1320 N Route 59 STE 120, Naperville, Illinois, 60563) and its affiliated entities, I confirm that I have thoroughly reviewed the Information, Agreement, and Terms & Conditions Forms in their entirety (accessible upon request or online at <https://www.mydriveacademy.com>). Both I and my son/daughter consent to and accept the policies, terms, and conditions outlined therein.

I hereby enroll my son/daughter in MDA's Teen Driver's Education Program. I grant authorization for my son/daughter to participate in MDA's classroom instruction and to receive supervised practical behind-the-wheel training in vehicles owned or leased by MDA, to be conducted on city streets and state highways as they deem suitable for the purpose of driver's education.

I am aware that I have the option to retain a copy of these forms for my personal records, may request additional copies, and have the ability to access the Terms & Conditions on the MDA Website at any time. Adult students should sign exclusively under the student section.

Parent/Guardian Full Name

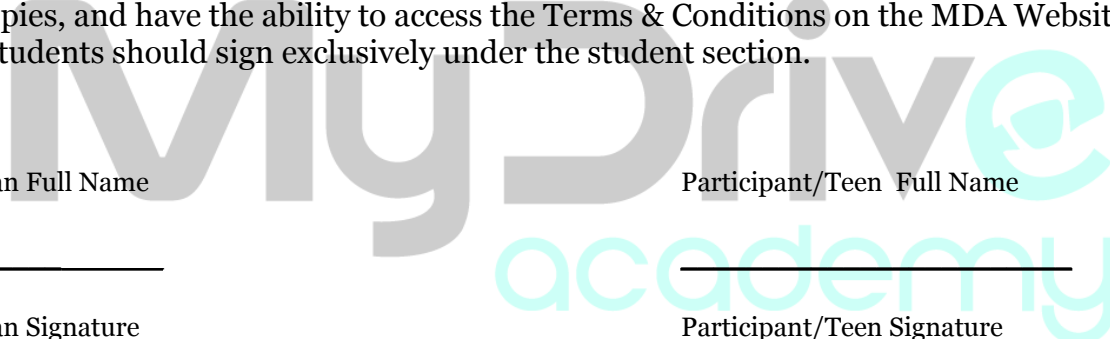
Parent/Guardian Signature

Date: _____

Participant/Teen Full Name

Participant/Teen Signature

Date: _____



MEDIA RELEASE AND CONSENT FORM FOR MARKETING AND PROMOTION PURPOSES

I hereby grant permission to My Drive Academy Naperville LLC and its subsidiaries, hereinafter referred to as "the Driving School," and its authorized officers, agents, employees, successors, licensees, and assigns to use the image and likeness of myself and/or my son/daughter, hereinafter referred to as "the Student," for commercial purposes related to the promotion and marketing of the Driving School.

The Driving School may use the Student's image and likeness for the following purposes:

- Print and digital advertising materials, including but not limited to brochures, flyers, posters, and banners.
- Social media and online marketing, including the Driving School's website, official social media profiles, and other online platforms.
- Television and radio advertisements.
- Any other promotional or marketing materials deemed appropriate by the Driving School.

I understand that the Student's image and likeness may be used in both visual and audio format, and I grant permission for any necessary editing, reproduction, and distribution of such materials.

This permission is granted for an indefinite period and may be revoked by me, the undersigned, in writing at any time. However, I understand that any materials featuring the Student's image and likeness that were created before the revocation will remain in circulation until the natural expiration of their use.

I acknowledge that I will not receive any monetary compensation for the use of the Student's image and likeness by the Driving School. This release is provided voluntarily, and I certify that I have the legal authority to grant such permission on behalf of the Student.

I release and hold harmless MyDrive Academy and its authorized representatives from any and all actions, claims, damages, costs, or expenses, including attorney's fees, brought by the student and/or parent or guardian, which relate to or arise out of any use of these items specified above.

By signing below, I confirm that I have read and understood the terms and conditions outlined in this Media Release Form, and I hereby willingly consent to the use of the Student's image and likeness as described above. Adult students should sign exclusively under the student section.

Parent/Guardian Full Name:

Participant/teen Full Name:

Parent/Guardian Signature:

Participant/teen Signature:

Date:

Date:
