



Ohio Online Customer Agreement & Policies

For the purposes of this agreement, Top Driver Acquisition, LLC. will be referred to as "TOP DRIVER". TOP DRIVER's headquarters address is 200 W. 22nd Street, Suite 251, Lombard, IL 60148

The Student, also referred to as "You" in this agreement, is:

Name: %firstname% %lastname%

Date of Birth: \$dateofbirth%

COURSE FEES / PAYMENT

Course enrollment fees as posted on *Topdriver.com* for online course will be charged on a per student basis. Fees must be paid no later than after 2nd hour of course. Full payment is required at that time to continue with course and to receive Certificate of Enrollment. Payment is to be paid by credit card (VISA, MC, AE, or DISC). Top Driver will not refund any payment once Certificate of Enrollment is issued. TOP DRIVER reserves the right to change pricing at any time and will neither request additional charge nor provide refund for course if pricing changes after your payment is made.

ONLINE COURSE TRAINING / CERTIFICATES

Student must be at least 15 years and five months of age to start course. The course consists of 24 hours of material and confirms to the Ohio Driver Training Curriculum. Students must complete the entire approved curriculum, including successfully achieving the designated minimum score on the final exam, in order to receive a certificate of completion. Students are required to successfully complete the course no later than 6 months from the first login and if not will be required to restart the course. Students must complete at least two hours of the curriculum in order to receive a certificate of enrollment. Top Driver will not issue a certificate of completion for any student that has not successfully completed all components of a curriculum or a certificate of enrollment for any student that has not completed at least two hours of the curriculum under any circumstances. Students may take the final exam up to three times. Please allow up to 10 days after you have completed two hours of the training for receipt of your certificate of enrollment and up to 10 days after you achieved the minimum required score on the final exam for receipt of your certificate of completion. A replacement certificate can be obtained for \$20.00.

Students must complete the course within six months of enrollment. The student must complete all modules of course (24 hours) and pass final test with 75% or better result.

Driver training schools are licensed by the department of Public Safety through the Driver Training Program Office, 1970 West Broad Street, Columbus, Ohio 43223.

CHEATING POLICY

You agree that you, not some other person, will complete the curriculum and take the final exam. If you are caught cheating, TOP DRIVER has the right to permanently terminate your access to the Site without a refund, even if you have not completed the course materials.

COURSE AVAILABILITY

TOP DRIVER intends for courses to be available 24 hours per day, seven days per week. Course availability may be affected by circumstances out of TOP DRIVER's control such as, but not limited to, system or connectivity failure.

HARDWARE AND SOFTWARE REQUIREMENTS

TOP DRIVER courses require the Microsoft Internet Explorer, Mozilla Firefox or Google Chrome browser. In addition, the Adobe Flash Player plugin must be installed in the browser. Computer hardware must be sufficient to run a supported browser and plugin. The computer must be equipped with speakers.

PRIVACY POLICY

TOP DRIVER is committed to ensuring that your privacy is protected. Should TOP DRIVER ask you to provide certain information by which you can be identified when using this Site you can be assured that it will only be used in accordance with this agreement.

INFORMATION COLLECTED

Upon acceptance of these terms and conditions, the parent or legal guardian must validate their identity by providing personal information. This information is used solely for the purpose of verifying the identity of the person as required by Ohio law. TOP DRIVER does not collect or retain this information; instead this information is passed to a third party for identity verification purposes only.

When making purchases via the Site, there is information that TOP DRIVER collects in order to fulfill and process orders such as the name, address, and phone number of the person enrolling in a course. Order details such as contents of the order and any additional information entered by the buyer, are also collected. TOP DRIVER does not collect payment and billing information; instead this information is passed via the payment gateway to the merchant processor for verification and approval.

HOW INFORMATION IS USED

Information collected is used to process and fulfill orders. This information is not shared with outside sources for the purposes of marketing products and services to users. TOP DRIVER will not sell, distribute or lease your personal information to third parties unless it has your permission or is required by law to do so.



Ohio Online Customer Agreement & Policies

USE /SAFETY

You agree to not enter or upload any foul, explicit or inappropriate language in the Site including hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence; and that you will not bully, intimidate, or harass any user. TOP DRIVER has the right to ban you from the Site without a refund if in its sole discretion it determines you have violated these terms.

WARRANTY

TOP DRIVER does not imply and expresses no warranty for any products (digital or physical) purchased via the Site. TOP DRIVER does not guarantee student will pass the driving test or be granted driver's license.

THIRD-PARTY PRODUCTS

You acknowledge that the Site may require the use of certain non-sublicensed third-party products in order to be operable. TOP DRIVER EXPRESSLY DISCLAIMS ALL LIABILITIES, WARRANTIES AND MAINTENANCE OBLIGATIONS ASSOCIATED WITH OR RESULTING FROM ANY THIRD-PARTY PRODUCTS, INCLUDING THE SUBLICENSSED THIRD-PARTY PRODUCTS.

INDEMNITY AND DEFENSE

TOP DRIVER will defend you from and against any and all liability, damage, loss or expense (including reasonable attorney's fees) finally awarded against you by a court of competent jurisdiction arising out of any claim, demand, action or proceeding based on allegations that your use of the Software pursuant to the terms of this Agreement infringes any currently existing United States copyright, patent, trademark or trade secret of a third party. TOP DRIVER will have no obligation to defend you with respect to any claim, demand, action or proceeding, described herein, that is based upon (i) Software that has been modified by anyone other than TOP DRIVER; (ii) use of other than the then-current release of the Software, if infringement could have been avoided by use of the then-current release and the then-current release has been made available to you; (iii) use of the Software in conjunction with your data, where use with such data gave rise to the infringement claim; (iv) use of the Software with other software or hardware, where use of such other software or hardware gave rise to the infringement claim; (v) use of any Software in a manner inconsistent with its documentation; or (vi) use of any Software in a manner that breaches this Agreement. You will defend TOP DRIVER from and against any and all liability, damage, loss or expense (including reasonable attorney's fees) arising out of any claim, demand, action or proceeding based on allegations arising as a result of (i) use of the Software by you in conjunction with any data, equipment or software not provided by TOP DRIVER, where the Software would not itself be infringing or otherwise the subject of the claim; (ii) use of the Software by you in a manner not permitted by this Agreement; (iii) any modification to the Software not made by TOP DRIVER, including, without limitation, any claim that any modification made by you or by a third party on behalf of you results in an infringement of any copyright, patent, trademark or trade secret of a third party; (iv) use of the Software by you in any unlawful, improper or inappropriate manner or for any unlawful, improper or inappropriate purpose; (v) any claim of infringement of any patent or copyright or misappropriation of any trade secret in which you or any affiliate of yours has a pecuniary or other material interest; or (vi) breach of any of your warranties or covenants.

LIMITATION OF LIABILITY

TOP DRIVER OR IT'S AFFILIATES WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, TOP DRIVERSING OUT OF OR IN CONNECTION WITH THE PARTICIPATION AGREEMENT, THE SITE, THE SERVICES, THE INABILITY TO USE THE SERVICES, OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES.

GENERAL

TOP DRIVER reserves the right to change any of the terms and conditions contained in this Terms of Service or any policies or guidelines governing the "Site" at any time in its sole discretion. Any changes will be effective upon posting the revisions on the Site. Changes to referenced policies and guidelines may be posted without notice to you. Your continued use of this Site and services following TOP DRIVER's posting of any changes will constitute your acceptance of such changes or modifications. If you do not agree to any changes to this Terms of Service, do not continue to use this Site. All information and content provided on this Site, whether explicitly marked or not, ("Materials") are owned or licensed by TOP DRIVER, its subsidiaries, affiliated companies or joint partners, or are used with permission. All Materials are subject to U.S. (federal and state) and international copyright, unfair competition and other intellectual property laws. The Materials includes, but is not limited to, the data, written material, text, typefaces, graphics, images, photographs, graphs, illustrations, maps, designs, icons, logos, artwork, animations, video, audio, music, sounds, user interfaces, visual interfaces, software, their related files and their design, structure, selection, coordination, expression, look and feel, and arrangement on the Site. You may not copy, reproduce, download, upload, post, display, broadcast, transmit, distribute, publish, republish, encode, translate or otherwise use any Materials or Marks provided on this Site in any form, by any means, in any medium, or by any information storage or retrieval system without the express written permission of TOP DRIVER. You may not create a link to this website from another website or document without prior written consent from TOP DRIVER. The content of the pages of this Site is for your general use and information and is subject to change without notice. Neither TOP DRIVER, nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this Site for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and TOP DRIVER expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

AGREEMENT TO ABOVE TOP DRIVER POLICIES

Your enrollment and payment in this course gives your full consent and agreement to all of the policies contained within this agreement.