

Student Enrollment Acknowledgements

Course Provider: Driver Training Associates, Inc. (CP-090) /
TicketSchool.com (C-1995)

Mailing Address: 12920 Dairy Ashford Rd. Ste. 150
Sugar Land, TX 77478

The aforementioned course provider, which shall hereinafter be referred to as the "SCHOOL," agrees to provide to the registered student (a person who acknowledges his / her acceptance of the terms included herein and successfully completes the student registration procedure), hereinafter referred to as the "STUDENT," a six-hour course including all phases of the driving safety school curriculum as approved by the Texas Department of Licensing and Regulation (TDLR). The terms and manner by which this course of instruction – and issuance of a record of completion – shall be accomplished are hereby delineated as follows:

STUDENT PROVIDED DATA

STUDENT represents and acknowledges that the personal information provided in the process of completing the course registration form and accepting this Contract is true and correct. STUDENT acknowledges that issuance of a certificate of completion cannot be accomplished without correct and complete information.

PURPOSE AND BENEFITS OF COURSE

The Internet version of the DTA Program for Driver Improvement is approved by the Texas Department of Licensing and Regulation as a licensed Alternative Delivery Method ("ADM") course (license number C-1995). As such, the course meets all legal requirements for traffic ticket dismissal (with court permission) and also meets the requirements of the Texas Department of Insurance for qualified drivers to receive a discount on their personal automobile insurance with participating insurers.

CERTIFICATE OF COMPLETION

When the STUDENT successfully completes the course, a certificate of completion will be sent to him or her via the delivery method selected. The STUDENT must complete the course by 3:00 PM CST on any business day (Monday - Friday, excluding holidays) for the certificate to be sent out the same day. Otherwise, the certificate will be processed on the following business day.

The STUDENT may request an upgraded shipping option during registration or following course completion. This may be done online at any time or via phone Monday - Friday 9:00 AM to 5:00 PM CST by calling 1-800-558-9887. The express shipping options available are two business day, standard overnight, and priority overnight. Express shipments will NOT be delivered to P.O. boxes and will NOT be delivered on weekends unless requested by calling customer service.

If the STUDENT is taking the course for a traffic ticket, the completion certificate contains an upper "COURT" portion, which must be signed and delivered to the court on or before their appointed deadline. The SCHOOL does not notify the court of the STUDENT'S completion. The STUDENT will also receive a lower "INSURANCE" portion for presentation to their insurance agent for any eligible discounts.

If the STUDENT selects "Insurance Discount" or "Business or Safety Training" as the reason for taking the course, he or she will receive a certificate that is for insurance discount and / or safety training purposes only. The insurance / safety training certificate is NOT accepted by Texas courts for ticket dismissal. It is advisable that the STUDENT contact his or her insurance agent / employer to determine their policies and procedures prior to course participation.

IDENTITY AFFIDAVIT REQUIREMENT

If the STUDENT does not provide a valid Texas driver's license and / or license plate number, or their data cannot be found in the SCHOOL'S third party databases during the initial course registration, the STUDENT is required to submit a notarized affidavit for identity validation purposes to successfully complete the course. If the STUDENT finishes the course curriculum prior to sending in their notarized affidavit, the completion date listed on the certificate will be the date that the SCHOOL receives the affidavit.

DUPLICATE COMPLETION CERTIFICATES

If a certificate is not received, has incorrect data, or was lost, the SCHOOL will provide the STUDENT with a duplicate certificate of completion upon request at 1-800-558-9887. A \$10 fee will be charged for duplicate certificates. This fee will be waived if the duplicate request is made within 30 days from certificate issuance (as long as the original was not received) AND no changes must be made to the certificate.

COMPLETION CERTIFICATE FRAUD

STUDENT hereby acknowledges that he or she shall not accept – and the SCHOOL shall not issue – a completion certificate for which the STUDENT has not met all of the prescribed course completion requirements. STUDENT acknowledges that a crime will be committed that is punishable by up to five years in prison if the STUDENT signs a certificate and has not received the TDLR-mandated six hours of instruction and / or the STUDENT falsifies information on a certificate of completion.

COURSE AVAILABILITY

Barring unforeseen instances related to connectivity, hosting, or system issues, the course of instruction is available 24 hours a day, 7 days a week. In the event of unforeseen system interruptions, a notice will be provided to the STUDENT. If it is anticipated that routine maintenance of the network will interrupt course progress, the STUDENT will be notified prior to any anticipated downtime.

COURSE ACCESS AND NAVIGATION

The STUDENT uses the login code given during registration (example: john123456tex) to log in and out of the course as needed. The STUDENT's progress is saved after the completion of each page, so there is no concern about losing work. Texas law requires that the STUDENT spend at least six hours in this course. In order to meet this requirement, a timer has been placed on each course page. Once the timer has expired, the STUDENT can move to the next page. One hour of course inactivity will result in the STUDENT being required to log back into the course.

ATTENDANCE POLICY

In order to receive a certificate of completion, the STUDENT must successfully complete the entire six-hour course – for which C. Glenn Winningham (7235) is the named instructor of record – including all phases of the approved online course curriculum, which includes all course pages, video questions, end of unit quizzes, and personal validation questions. A continuous record of time spent in the course is maintained electronically by the SCHOOL to ensure that the time requirement is met.

UNIT QUIZZES

By accepting this Contract, the STUDENT acknowledges that at the end of each unit, he or she will be required to pass a short quiz. The STUDENT will be given three attempts to score 70% or higher in order to go to the next unit. Each attempt has new questions and the STUDENT will have an opportunity to review the unit material prior to each attempt. If the STUDENT fails all three attempts at an end of unit quiz, he or she will be required to take the course again. There is no final exam.

PERSONAL VALIDATION QUESTIONS

To prevent fraud, the SCHOOL is required to validate the STUDENT's identity during the course. The STUDENT will be asked ten personal validation questions ("PVQ's") at random during the course for which the correct answers are based on the driver license and vehicle license plate numbers provided during registration. When prompted, the STUDENT will have 90 seconds to provide the correct response to these questions. If four PVQ's are answered incorrectly, the STUDENT will be suspended from the course and required to contact customer support for assistance.

If the STUDENT is required to submit an identity affidavit because their driver license and / or license plate number could not be found in the system, they will still be asked personal validation questions, but their answers will not be scored.

VIDEO QUESTIONS

The STUDENT will be required to correctly answer a question after each video in the course to verify that it was watched. If the STUDENT does not answer the question correctly, he or she will be returned to the video page with the timer reset and asked to watch the video again. When the timer expires, the STUDENT will be given another video question. The STUDENT will not be allowed to proceed in the course until he or she has answered a video question correctly.

CIRCUMVENTION WARNING

The STUDENT agrees that he or she, and not any other person, will participate and complete the course in its entirety. It is illegal and punishable under various state and federal laws to attempt to circumvent this online state-approved course or provide false information. If the SCHOOL discovers that the STUDENT has willfully misrepresented himself / herself, cheated, or attempted to copy any portion of the course, the STUDENT will be deemed in material breach of this Contract and shall be stopped from taking the course with no refund of the registration fees. The STUDENT also hereby waives any claims for incidental or consequential damages relating to a material breach of this Contract.

PAYMENT / CANCELLATION / REFUND POLICIES

To begin the course immediately, the STUDENT is required to pay online using debit or credit card. Payments may also be made via phone, fax, or mail. If the STUDENT chooses to pay using any method other than online with a debit or credit card, the SCHOOL must receive and process the payment prior to granting access to the course. The SCHOOL will e-mail the STUDENT when payment access to the course has been granted.

To request a refund, the STUDENT must contact customer support at 1-800-558-9887 between 9:00 AM and 5:00 PM CST Monday through Friday, excluding holidays. Refund requests must be made within 90 days from the date of registration. If the STUDENT successfully completes the course or is disqualified from the course for identity validation or quiz failures, he or she is not eligible for a refund.

PRIVACY STATEMENT

By accepting this Contract, the STUDENT hereby acknowledges that he or she is giving permission to the SCHOOL to access and utilize information provided by the STUDENT during the registration process and throughout the course of instruction. The SCHOOL hereby agrees to utilize STUDENT-provided information in the course solely for the purposes of tracking the

STUDENT's progress and validating his or her identity pursuant to Texas Department of Licensing and Regulation standards. Information collected by the SCHOOL during this process will not be resold or disseminated to third parties without the STUDENT's express written consent, with the sole exception of specific requests by governmental agencies and other regulatory authorities.

HARDWARE / SOFTWARE REQUIREMENTS

This course is "mobile friendly," meaning that it can be taken on nearly any tablet, smartphone, or other type of mobile device that contains an Internet browser, as well as any desktop or laptop computer. The course is compatible with most Microsoft, Apple, and Android operating systems. For laptop or desktop users, the course should be compatible with any modern web browser such as the latest version of Mozilla Firefox (Mac or PC), Internet Explorer (32-bit, PC only), Chrome, or Safari. For users of smartphones, tablets, or other devices, the course should be compatible with the default browser that comes installed on the device. The browser that is chosen should be configured to support javascript and cookies should be enabled.

A printer is not required to complete the course material, but may be useful to print a copy of the payment receipt, student acknowledgements, or affidavit (if applicable). The use of speakers is recommended, but not required. For optimal video playback, a high speed internet connection is recommended. A video troubleshooting page is available to customers who have difficulty playing the videos. Technical support is also available by telephone and e-mail.

ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the SCHOOL and the STUDENT, and no verbal assurances or promises not obtained herein shall bind the SCHOOL or the STUDENT.