# Academics of Driving L.L.C. Website Terms and Conditions of Use

## 1. Terms

By accessing this web site, you are agreeing to be bound by these web site Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this web site are protected by applicable copyright and trade mark law

### 2. Use License

Permission is granted to temporarily download one copy of the materials (information or software) on Academics

- of Driving LLC's website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
- i. modify or copy the materials
- ii. use the materials for any commercial purpose, or for any public display (commercial or noncommercial)
- iii. attempt to decompile or reverse engineer any software contained on Academics of Driving LLC's website
- iv. remove any copyright or other proprietary notations from the materials; or
- v. transfer the materials to another person or "mirror" the materials on any other server. b. This license shall automatically terminate if you violate any of these restrictions and may be terminated by

Academics of Driving LLC at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

# 3. Disclaimer

The materials on Academics of Driving LLC's web site are provided "as is". Academics of Driving LLC makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non- infringement of intellectual property or other violation of rights. Further, Academics of Driving LLC does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.

# 4. Limitations

In no event shall Academics of Driving LLC or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on Academics of Driving LLC's Internet site, even if Academics of Driving LLC or an Academics of Driving LLC authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

### 5. Revisions and Errata

The materials appearing on Academics of Driving LLC's web site could include technical, typographical, or photographic errors. Academics of Driving LLC does not warrant that any of the materials on its web site are accurate, complete, or current. Academics of Driving LLC may make changes to the materials contained on its web site at any time without notice. Academics of Driving LLC does not, however, make any commitment to update the materials.

## 6. Links

Academics of Driving LLC has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any linked site. The inclusion of any link does not imply endorsement by Academics of Driving LLC of the site. Use of any such linked web site is at the user's own risk.

### 7. Site Terms of Use Modifications

Academics of Driving LLC may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

# 8. Governing Law

Any claim relating to Academics of Driving LLC's web site shall be governed by the laws of the State of LA without regard to its conflict of law provisions.

This constitutes the entire agreement between Academics of Driving and the student. No verbal statement or promises will be recognized. Academics of Driving **will not** refund any tuition or part of tuition if the school is ready, willing and able to fulfill its part of the agreement.

- There will be a fee added for all no show/late cancellations for behind the wheel appointments.
- Deposits and/or payments made will be subject to forfeiture by the student if they have not completed within a timeframe of one calendar year starting from enrollment start date.
- There will be a fee added for all who have to retake the written test more than twice total, the student can take the test up to two times a day, the first two initial tests are free.
- any reference herein to OMV shall be construed as referring to the Office of Motor Vehicles, Training and Certification Unit, P.O. Box 64886, Baton Rouge, LA 70896.