

Safe2Drive's New York Pre-Licensing Course

Terms and Conditions

Safe2Drive agrees to provide the applicant, hereinafter referred to as "Student," 5 hours of online classroom instruction for the New York Online Pre-Licensing course as specified by the New York Department of Motor Vehicles (DMV). The course fee is \$49.00. Student is required to complete all 5 hours of instruction and pass all lesson quizzes to qualify for completion. Safe2Drive shall furnish a copy of an enrollment contract immediately upon Student's acceptance and will submit Student's completion information to the New York DMV when Student completes the course. Safe2Drive will also email Student's Notification of Completion to Student upon Student's completion of the course.

Please Note: The Pre-Licensing course is designed to provide information necessary for safe driving. It is not to help prospective drivers pass the road test.

Student Must Complete the Course within 30 Days of Registration: The New York DMV requires that Student complete the course within 30 days of registration. If Student does not complete the course within 30 days, Student must start the course over from the beginning. Student will not be charged to start the course over.

Lessons: The course consists of 6 lessons that are each timed to ensure Student spends the minimum required time in the course (5 hours). Student may not proceed to the end-of-lesson quiz until the minimum required time for the lesson is reached.

Lesson Quizzes: Four multiple-choice quiz questions will be asked at the end of every lesson. Each question will have a 1-minute time limit. Student must answer 3 of the 4 quiz questions correctly within the time limit to proceed to the next lesson. If Student does not answer at least 3 of the 4 quiz questions correctly (and within the time limit), Student will fail the lesson quiz. Student has 3 attempts to pass each lesson quiz. If Student fails their third quiz attempt, the New York DMV requires that Student restart the course.

Final Exam: There is no final exam.

Validation Methods: Safe2Drive is required by the State of New York to verify Student's identity while Student is taking the course. Safe2Drive uses two methods for validating Student's personal identity:

1. *Personal Questions at Login*

Every time Student logs into the course, Student will be asked a personal validation question. Student must answer the personal validation question correctly within 45 seconds to pass the validation and continue on with the course. If Student does not answer the question correctly or if Student does not answer the question within 45 seconds, the question is counted as incorrect. Student has 3 attempts to answer each personal question correctly. If Student does not answer the question correctly within those 3 attempts or within the required 45 seconds (per question), then Student will be locked out of the course and prompted to contact Customer Service. If Customer Service is able to successfully identify Student, then the New York DMV requires that Student must restart the course from the beginning.

2. *7 Validation Checkpoints*

There are 7 validation checkpoints throughout the course. At each validation checkpoint, Student must pass one voice biometric verification and answer one personal validation question correctly. Student has 3 attempts to pass each voice biometric verification and personal validation question. If Student does not pass on Student's third attempt, Student will be prompted to contact Customer Service. Safe2Drive's Customer Service Representative will verify Student's identity. The New York DMV requires at this point that Student restart the course.

Voice biometrics verify that the person who registered for the course is the person who is completing the course. Student will create a voice print during registration. At each validation checkpoint in the course, Student will be prompted to call a number and then repeat a phrase of numbers. The system will check to see that Student's voice print matches with the voice print created during registration. The voice print must match to pass the validation checkpoint and proceed with the course.

Course Evaluation: The New York DMV requires that Student complete a course evaluation at the end of the course. Student must complete the course evaluation before their completion will be submitted to the New York DMV.

Course Completion: When Student completes the course (meaning Student has completed all 5 hours of instruction time, passed all lesson quizzes, and completed the course evaluation), Safe2Drive will submit Student's course completion to the New York DMV. The New York DMV will then record Student's completion on Student's driving record. Please note that it may take up to 24 or 48 hours for Student's completion to record on their driving record after their course completion is submitted. Student's course completion must show on Student's driving record before Student can schedule their road test. Safe2Drive will also email Student a Notification of Completion as soon as Student completes the course. Student can keep this notification for their records. If Student needs a duplicate Notification of Completion, please contact Safe2Drive.

Duplicate Notification of Completion: Safe2Drive will issue a duplicate Notification of Completion free of charge.

Refund Policy: Safe2Drive will issue Student a refund (minus a \$10 fee for voice verification) if Student is dissatisfied in any way within 30 days of Student's registration. Student must submit their request within 30 days of registering and before completing the course. In the event that Safe2Drive is unable to provide the course or any part of the course, Safe2Drive will issue a full refund.

Minimum Technology Requirements: Student must have access to a computer, smart phone or tablet to take this course. The device must have an internet browser. Google Chrome, Mozilla Firefox, and Safari are preferred, but other browsers are acceptable. It is recommended that Student have the latest version of their browser installed. Student must also have a stable internet connection and an active email account.

Privacy Policy: Safe2Drive respects the privacy of individuals. Our policy is to protect our customers' privacy and personal information. This privacy statement describes the information we collect from customers and how we use it.

- *Personal Information:* We collect your contact and permit information during registration or just before you complete a course. We only collect personal information you

voluntarily provide. Please do not submit this information if you do not want it collected. We use your information to better understand your needs and improve our service. We do not give your information to any third-party unless required by a government agency to give you credit for taking our course. We may use the information to contact you.

- *Your Access and Control Over Information:* You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the telephone number or email address on our web site: see what data we have about you, if any; change/correct any data we have about you; and express any concern about our use of your data.
- *Security:* We take precautions to protect your information. We protect your information both online and offline when you submit it to us over our web site. Sensitive information (e.g., credit card data) is encrypted and transmitted to us in a secure way. You can verify this by looking for "https:" at the beginning of the address for the web page. We also protect your information offline. Only employees who need the information to perform their job (e.g., completion processing) are granted access to personally identifiable information. The computers in which we store personal information are kept in a secure environment.

Student must complete the entire course without assistance, abide by all terms of the course, and must not knowingly accept a course completion confirmation if the course has not been completed.

When registering for the course, Student will be asked to affirm that these terms and conditions have been made available to Student and that Student agrees to them.

This constitutes the entire agreement between Safe2Drive and Student and no verbal statement or promises not contained within this agreement shall bind Safe2Drive or Student. Any disputes under this Section shall be directed to the New York DMV.