



Terms of Service

Last Updated and Currently Effective 2/16/2017

Agreement between user and Cruisin Safely Motorcycle & Driving Inst. LLC (Cruisin Safely)

Welcome to Cruisin Safely. Cruisin Safely's website (www.cruisinsafely.com), the "Site") is comprised of various web pages operated by Cruisin Safely. www.cruisinsafely.com and the services provided by Cruisin Safely are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.cruisinsafely.com constitutes your agreement including agreement upon enrollment to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

Cruisin Safely is a business that offers driver education courses and related services. Cruisin Safely site(www.cruisinsafely.com) is a website that facilitates marketing and enrollment of classroom and online driver education courses. The courses offered are informational and state-licensed, satisfying state laws for classroom driver education, to be used in obtaining a driver's license or meeting requirements mandated for traffic violations.

Throughout this agreement, "account holder", "user", and "student" all bear the same definition, that is, a person who uses the website to find company information or enroll his or herself or child in a course. These terms also refer to a person who is currently enrolled in a service or course provided by Cruisin Safely. Also throughout this agreement, "we", "us" all refer to Cruisin Safely, legally operating as Cruisin Safely Motorcycle & Driving Inst LLC.

This constitutes the entire agreement between the school and the customer or student and no verbal statement or promises will be recognized.

Privacy

Your use of www.cruisinsafely.com is subject to Cruisin Safely's Privacy Policy. Please review our [Privacy Policy](#), which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting www.cruisinsafely.com or sending emails to Cruisin Safely constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Student Enrollment and Conduct

Cruisin Safely and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion if a student is determined to not meet our student conduct policies (see Classroom Rules in [Resources](#) section).

Terms

Cruisin Safely does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.cruisinsafely.com. only with permission of a parent or guardian.

As a Cruisin Safely student, when purchasing a course that is licensed and certified to meet state requirements governing a given course, you certify by agreeing to these terms that you are the minimum age required by that state to complete that course.

The student and account holder agrees that he or she will solely study and review the course material and complete all discussion questions and tests and no other person. If Cruisin Safely, the course provider, determines that the student has purposely misrepresented himself or herself, has cheated, or otherwise in a manner providing false or misleading information, Cruisin Safely will cancel the student's account and no refunds shall be given in any capacity. It is illegal to provide false information for state-licensed courses, meaning the student may also be prosecuted for perjury and possibly other criminal acts where punishable by law.

The student has 12 months to complete all classroom and behind-the-wheel sessions. At the end of 12 months, the student's contract with Cruisin Safely will expire and the student must pay a reinstatement fee of up to \$150.

By state law, if 13 months pass after completing the course without the student taking behind-the-wheel sessions, the student must take a 10 hour classroom refresher course - a \$200 fee will apply.

Cruisin Safely will charge a \$40 fee IF the student shows up to a behind-the-wheel session without their instruction permit, cancels a behind-the-wheel session within 24 hours, OR does not show up to a scheduled appointment for any reason.

Cancellation/Refund Policy

Cruisin Safely will NOT refund any tuition or part of tuition IF Cruisin Safely is ready, willing, and able to fulfill its part of this agreement.

Links to third party sites/Third party services

www.cruisinsafely.com. may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Cruisin Safely and Cruisin Safely is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Cruisin Safely is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Cruisin Safely of the site or any association with its operators.

Certain services made available via www.cruisinsafely.com.are delivered by third party sites and organizations. By using any product, service or functionality originating from the domain, you hereby www.cruisinsafely.com. acknowledge and consent that may share such information and data with any

third party with whom Cruisin Safely has a contract Cruisin Safely relationship to provide the requested product, service or functionality on behalf of www.cruisinsafely.com. Users and customers.

www.cruisinsafely.com uses a third party service called Stripe.com to process payments. At no point does credit card information come into contact with www.cruisinsafely.com.servers, nor is stored with www.cruisinsafely.com. Stripe.com handles all aspects of the payment processing on Cruisin Safely 's behalf. Please see Stripe.com terms for more information about their service and privacy policy: <https://stripe.com/us/terms>.

Cruisin Safely partnered with (<https://www.uniteddriversed.com>) to offer course packages that include an online/web-based course that may be completed over the internet rather than our in-person, physical classrooms. When enrolling in an online course package through, Cruisin Safely your enrollment information is automatically used to generate a student user account in the Cruisin Safely's website as part of our package offering. Both companies may share data between them, with the exception of any payment-related information, but only so that they may contact you or send you information on services provided by them that may be of value or interest to you as the consumer. We strongly encourage you to review its [Privacy Policy](#) and [Terms](#) prior to enrollment in our online course packages.

No unlawful or prohibited use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use www.cruisinsafely.com. Strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Cruisin Safely that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Cruisin Safely or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Cruisin Safely content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Cruisin Safely and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Cruisin Safely or our licensors except as expressly authorized by these Terms.

International Users

The Service is controlled, operated and administered by Cruisin Safely from our offices within the USA and not intended for international use at this time. If you access the Service from a location outside the

USA, you are responsible for compliance with all local laws. You agree that you will not use the Cruisin Safely Content accessed through www.cruisinsafely.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Cruisin Safely, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Cruisin Safely reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Cruisin Safely in asserting any available defenses.

Liability disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. Cruisin Safely AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

Cruisin Safely AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. Cruisin Safely AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Cruisin Safely AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF Cruisin Safely OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/access restriction

Cruisin Safely reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Wisconsin and you hereby consent to the exclusive jurisdiction and venue of courts in Wisconsin in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Cruisin Safely as a result of this agreement or use of the Site. Cruisin Safely's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Cruisin Safely's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Cruisin Safely with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Cruisin Safely with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Cruisin Safely with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Course Package-Specific Terms

For ALL offered course packages: These terms constitute the entire agreement between the school and the customer or student and no verbal statement or promises will be recognized.

Online Failure To Yield Package: Upon completion of this course, Cruisin Safely will notify the DMV with proof of completion. The student must successfully complete the online course as well as the final test to receive proof of completion. Upon submission, the student should check his or her driving status and eligibility to reinstate operating privileges (if the student has been suspended) at wisconsin.gov. All students must complete the entire course within 12 months or will be subject to additional fees.

Changes to Terms

Cruisin Safely reserves the right, in its sole discretion, to change the Terms under which www.cruisinsafely.com is offered as well as to the pricing of the packages to which these terms and our services apply. The most current version of the Terms will supersede all previous versions. Cruisin Safely encourages you to periodically review the Terms to stay informed of our updates.

Contact Information

If you have any questions, concerns, or comments regarding these Terms you may contact us via our [Contact](#) page.

Thank you,

Cruisin Safely

Paying By Check

If you choose to pay later by check, it *MUST* be received by our office within 5 business days.

Please send your payment with your student's name clearly printed in the memo section to: