



TERMS OF SERVICE

Effective Date: July 1, 2024

By enrolling in the MCESC DriveSmart Ohio Drivers' Education Program, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service. All terms and conditions found at <https://www.aceable.com/tandc/oh-de/> apply to the classroom portion of this program.

1. Acceptance of Terms

By enrolling in the MCESC DriveSmart Ohio Drivers' Education Program ("Program"), you agree to comply with and be bound by the following Terms of Service ("Terms"). If you do not agree to these Terms, please do not enroll in or use the Program.

2. Eligibility

Participants must meet the following criteria to be eligible for the Program:

- Be at least 15 years and 6 months of age.
- Possess a valid learner's permit issued by the Ohio Bureau of Motor Vehicles.
- Complete the registration process and pay all applicable fees.

3. Program Content

The Program consists of:

- Classroom instruction covering Ohio traffic laws, safe driving practices, and defensive driving techniques. (24 hour online course)
- Behind-the-wheel training sessions with a certified driving instructor. (8 hours)
- A final assessment to evaluate the participant's driving skills and knowledge.

4. Fees and Payment

All fees for the Program must be paid in full at the time of registration. Fees are non-refundable except as outlined in our cancellation policy.

5. Cancellation and Refund Policy

- Cancellations made more than 7 days before the start of the Program will receive a full refund minus a processing and online classroom fee if a code has been issued to the student.
- Cancellations made within 7 days of the start of the Program will not be eligible for a refund.
- MCESC reserves the right to cancel or reschedule classes and drives due to unforeseen circumstances. In such cases, participants will be offered an alternative class date or drive time.
- No refunds issued for any students removed due to misconduct for any reason.

6. Code of Conduct

Participants are expected to:

- Attend all scheduled classes and training sessions punctually.
- Respect the instructors and fellow participants.
- Follow all instructions and safety guidelines provided by the instructors.



- Refrain from disruptive behavior that could compromise the safety or learning experience of others.
- Misconduct of any kind is at the sole discretion of management.

7. Liability and Insurance

MCEC is fully insured and provides maximum safety measures and vehicle equipment. MCEC is not liable for any injuries, accidents, or damages that occur in cases of gross negligence or willful misconduct by students.

8.8. ASSUMPTION OF RISK AND INDEMNIFICATION

As the parent or legal guardian, in consideration of my child's participation in the driving instruction, road testing, and related activities (collectively referred to as the "Activity") provided by DriveSmart Ohio, powered by Montgomery County ESC, I hereby acknowledge and accept the inherent and extraordinary risks involved in the Activity. I understand that my child's participation in the Activity indicates my acceptance of these risks on behalf of my child, myself, and our heirs and assigns.

By participating in the Activity, I expressly assume full responsibility for any and all injuries (including death) that may occur as a result of my child's involvement. I release DriveSmart Ohio, powered by Montgomery County ESC, its owners, officers, directors, agents, representatives, heirs, and employees from any and all liability for such injuries. I waive any claims that I or my child may have now or in the future for injuries, disease, or sickness (including death) resulting from participation in the Activity.

Furthermore, I agree to indemnify and hold harmless all the aforementioned parties from any claims, including attorney's fees and costs, brought by anyone as a result of injury, sickness, or disease (including death) to my child occurring during or as a result of the Activity. I acknowledge that the Activity may be dangerous and can result in physical injury, property damage, or death.

I certify that I have read and fully understand this release, and I am legally competent and of lawful age to make this agreement. I understand that by allowing my child to participate in the Activity, I am waiving any and all claims that I or my child may have against DriveSmart Ohio, powered by Montgomery County ESC, its officers, directors, agents, representatives, heirs, and employees as a result of participation in the Activity.

9. Privacy Policy

MCEC is committed to protecting the privacy of our participants. Personal information collected during registration will be used solely for the purpose of administering the Program and will not be shared with third parties except as required by law.

10. Intellectual Property



All materials provided during the Program, including handouts, presentations, and online resources, are the property of MCEC or its partners and are protected by copyright law. Participants may not reproduce, distribute, or use these materials for any purpose other than their personal education.

11. Amendments

MCEC reserves the right to amend these Terms at any time. Participants will be notified of any changes to the Terms, and continued participation in the Program constitutes acceptance of the amended Terms.

12. Contact Information

For any questions or concerns regarding these Terms or the Program, please contact:

DriveSmart Ohio Drivers' Education Program, Powered by MCEC
200 S. Keowee Street
Dayton, OH 45402
(937) 225-4598
drivesmart@mcesc.org

To access services, you must first sign that you have read and agree to the terms of service and pay.

Upon entering your credit card information, **you must be sure that the address and zip code match what your credit card bank has on file.** If your card fails due to **AVS - Address verification**, double check the physical address and the zip code, making sure to match your billing statement with the credit card company. Both must match to pass the fraud protection security settings. This is for your security, as well as **DriveSmart Ohio, Driving School.**

Online Classroom Specific Terms of Service

All Terms of Service For DriveSmart Ohio, Powered by MCEC apply as well as [Aceable's Terms and Conditions](#).



Behind-the-Wheel Specific Terms of Service

By enrolling in the MCEC DriveSmart Ohio Drivers' Education Program Behind-the-Wheel Only Training, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

1. Acceptance of Terms

By enrolling in the MCEC DriveSmart Ohio Drivers' Education Program Behind-the-Wheel Only Training ("Program"), you agree to comply with and be bound by the following Terms of Service ("Terms") as well as the DriveSmart Terms of Service. If you do not agree to these Terms, please do not enroll in or use the Program.

2. Eligibility and Requirements

Participants must meet the following criteria to be eligible for the Program:

- Be at least 15 years and 6 months of age.
- Possess a valid learner's permit issued by the Ohio Bureau of Motor Vehicles.
- Complete the registration process and pay all applicable fees.
- Complete the 24-hour classroom training and submit an official Certificate for approval.
- All drives must be completed within 180 days of the student start date.
- One day of practice is required between each scheduled drive time.

3. Program Content

The Program consists solely of behind-the-wheel training sessions with a certified driving instructor. The training will cover:

- Basic vehicle control and operation.
- Defensive driving techniques.
- Safe driving practices in various traffic conditions.

4. Fees and Payment

All fees for the Program must be paid in full at the time of registration. Fees are non-refundable except as outlined in our cancellation policy. Students must have a \$0 balance before scheduling drives.

5. Cancellation and Refund Policy

MCEC reserves the right to cancel or reschedule training sessions due to unforeseen circumstances. In such cases, participants will be offered an alternative session date and time.

6. Scheduling

Training sessions must be scheduled in advance and are subject to instructor availability. Participants are expected to arrive on time for their scheduled sessions. Late arrivals may result in a shortened session or rescheduling at the discretion of the instructor.

7. Code of Conduct

Participants are expected to:



- Arrive prepared with their learner's permit and any necessary documents.
- Follow all instructions and safety guidelines provided by the instructor.
- Refrain from any disruptive behavior that could compromise the safety or learning experience.

8. Vehicle Use and Maintenance

MCEC provides the training vehicles, which are regularly maintained and inspected for safety. Participants are responsible for ensuring they have their learner's permit during each session. Any damage caused to the vehicle due to reckless or negligent behavior by the participant may result in liability for repair costs.

9. Amendments

MCEC reserves the right to amend these Terms at any time.