

Gosuburbandriving.com Terms of Use Agreement

GoSuburbandriving.com (the “Website”) is owned and operated by Suburban Driving School of Ohio, LLC (“Suburban”, “we”, or “us”). Suburban values your interest in its goods and services and appreciates your visit to this Website. Among other things, this Agreement describes your responsibilities and limits the liability of Suburban..

BEFORE BROWSING THIS WEBSITE, SUBMITTING ANY INFORMATION TO THIS WEBSITE AND/OR OTHERWISE USING THIS WEBSITE, PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING ANY AREAS OF THIS WEBSITE, YOU AGREE TO BE LEGALLY BOUND AND TO ABIDE BY THESE TERMS AND CONDITIONS WHICH INCLUDE THE TERMS AND CONDITIONS OF Suburban’s PRIVACY POLICY (LINKED BELOW), WHICH WILL CONSTITUTE OUR AGREEMENT (“AGREEMENT”).

If you do not agree to the terms and conditions of this Agreement, you are not authorized to access, browse or otherwise use this Website.

Suburban, at its sole discretion, reserves the right to modify or amend these terms and conditions at any time. Any modifications will become effective when posted on this Website. By using this Website after any changes in these terms and conditions, you agree to be legally bound by the terms and conditions as amended. Therefore, you should frequently revisit this page to determine the present terms to which you are legally bound.

Suburban may terminate your right to use this Website for any reason, at any time, with or without notice. In the event of any such termination, you agree that you remain bound by this Agreement and its restrictions on you.

RESTRICTIONS ON USE OF INFORMATION AND CONTENT

All information and content provided on this Website, whether explicitly marked or not, (individually and collectively, “Materials”) are believed to be owned by Suburban, its subsidiaries, affiliated companies or joint partners, or are believed to be used with permission. All Materials are subject to U.S. (federal and state) and international copyright, unfair competition and other intellectual property laws. The Materials includes, but is not limited to, the data, written material, text, typefaces, graphics, images, photographs, graphs, illustrations, maps, designs, icons, logos, artwork, animations, video, audio, music, sounds, user interfaces, visual interfaces, software, their related files and their design, structure, selection, coordination, expression, look and feel, and arrangement on the Website.

All trademarks, service marks, logos, model and brand names, emblems and protectable trade dress elements, whether explicitly marked or not, (individually and collectively, “Marks”) used on this Website are believed to be owned by Top Driver, its subsidiaries, affiliated companies or joint partners, or are believed to be used with permission. All Marks are subject to U.S. (federal and state) and international trademark, unfair competition and other intellectual property laws.

You may not copy, reproduce, download, upload, post, display, broadcast, transmit, distribute, publish, republish, encode, translate or otherwise use any Materials or Marks provided on this Website in any form, by any means, in any medium, or by any information storage or retrieval system without the express written permission of Top Driver.

You may, however, copy, print or otherwise use the Materials or Marks provided on this Website provided that the use is for your personal, educational, internal business use, or non-commercial informational purpose only

and further provided that you: (1) maintain all copyright and other intellectual property notices together and intact with any Materials or Marks; (2) do not modify or otherwise alter any Materials or Marks; and (3) do not expressly or implicitly suggest an association with any services, products, brands or affiliates through the use of any Materials or Marks. Other use of any Materials or Marks, except as specifically permitted in this Agreement or in a written instrument signed by Top Driver is strictly prohibited.

Except as expressly stated in this Agreement, nothing in this Agreement or on the Website gives you any license or right to any copyright, patent, trademark or other proprietary interest of Suburban or any third party.

You are not permitted to create a hyperlink to any page or portion of this Website or frame any page or portion of this Website without the prior written permission of Suburban.

Any use of the Materials or Marks provided on this Website that is not in accordance with the above terms and conditions shall be an unauthorized use and subject you to civil and criminal penalties as provided by applicable U.S. and international intellectual property laws.

YOUR USE OF THIS WEBSITE

You will not attempt to gain unauthorized access to this Website, any Suburban server, or to any computer, computer systems, networks or servers that host, support or that are otherwise connected to this Website whether by hacking, password mining or by any other means.

You may not obtain or attempt to obtain any Materials or Marks or other information or content of Suburban through any means not intentionally made available by Suburban. You may not use robots, spiders, data mining techniques or other automated means or programs to catalog, download, access, store, monitor or distribute this Website, unless specifically permitted by Suburban. You may not take any action to interfere with or disrupt the Website, test the vulnerability of the Website or any connected computer, computer system, or network, circumvent security measures or attempt to exceed the limited authorization and access granted to you under this Agreement.

When using the Website you agree not to pretend to be someone else or spoof their identity.

You may not use the Website or any Materials or Marks for any purpose that is illegal or otherwise prohibited hereunder.

All comments, feedback, suggestions, ideas, and other material, written or not, that you disclose, submit or offer to Suburban in connection with your use of this Website (“Your Comments”) shall be and remain the exclusive property of Suburban. You agree that Suburban shall have the exclusive right to use, reproduce, create derivative works of, publicly perform, publicly display, transfer, transmit, distribute and publish Your Comments in any medium and for any lawful purpose throughout the world. You promise, state and represent that you own all intellectual property rights in Your Comments. You also agree that Suburban is not under any obligation to maintain Your Comments in confidence, to pay you any compensation for Your Comments or for Suburban’s use of Your Comments. You further agree that Suburban may use your name or any fictitious name to identify you as the author of Your Comments. You agree that you shall be solely responsible for the content of Your Comments.

ADDITIONAL TERMS AND CONDITIONS

Additional terms and conditions may apply to purchases of goods and services offered through, advertised on, or otherwise made available through this Website or to specific portions of this Website, if any. You agree to be bound by such additional terms and conditions and acknowledge that if there is a conflict between these terms and conditions and the additional terms and conditions with respect to the purchase of goods and

services or with respect to those specific portions of this Website, the additional terms and conditions shall control.

DISCLAIMERS

YOU USE THIS WEBSITE AT YOUR OWN RISK. ALL INFORMATION AND CONTENT ON THIS WEBSITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURCHASE, TITLE OR NON-INFRINGEMENT.

Without limiting the above disclaimers, Suburban, its subsidiaries, affiliated companies and joint partners make no warranties or representations whatsoever: (1) concerning this Website or any other Internet website, the access to, or the availability or use of, this Website or any other Internet website; (2) concerning the Materials or Marks and any other information and content from whatever source posted on or referred to in this Website or any other Internet website or the accuracy, completeness or timeliness of such Materials, Marks or other information and content; (3) that your access to, or use of this Website or any other Internet website will be uninterrupted or free of errors or omissions, that defects will be corrected, or that this Website or any other Internet website is, or the information or content from whatever source available for use or downloading are free of computer viruses, worms, Trojan horses or other harmful components; (4) concerning any services or products listed on, or accessed through this Website or that such services or products will be available for purchase or not withdrawn at any time; and (5) regarding the accuracy, functionality, specifications or any other aspect of items from whatever source posted or accessed through this Website.

Suburban has no obligation to update any Materials or Marks on this Website. Accordingly, Suburban, its subsidiaries, affiliated companies and joint partners assume no responsibility regarding the accuracy of the Materials or Marks provided on the Website. Any use of the Materials or Marks provided on this website is done so at the your own risk.

This Website may use hyperlinks as a convenience to you so that reference material, company-related subjects and other pertinent material is easily accessible. Suburban does not sponsor, endorse or otherwise approve of any information, content, policies or practices of such hyperlinked or referenced websites. You access, browse and use such websites at your own risk.

INDEMNITY; INJUNCTIONS

You agree to defend, indemnify, save and hold harmless Suburban, its subsidiaries, affiliated companies, joint partners, licensees and their respective directors, officers, employees and agents from and against all liabilities, claims, damages and expenses, including attorneys’ fees as incurred, arising out of your use of this Website including any violation or alleged violation of this Agreement.

If you have violated or if you threaten to violate the terms and conditions of this Agreement, you agree that your actions and/or omissions shall be unlawful and shall constitute an unfair business practice and will cause Suburban irreparable harm for which money damages would be inadequate. Therefore, in such event, Suburban shall have the ability to seek and obtain injunctive and/or other equitable relief that Suburban deems appropriate, in addition to any other legal or equitable remedies available.

LIMITATION OF LIABILITY

IN NO EVENT WILL TOP DRIVER, ITS SUBSIDIARIES, AFFILIATED COMPANIES OR JOINT PARTNERS BE LIABLE TO ANY PARTY FOR ANY INJURY, DEATH, LOSS, CLAIM, ACT OF NATURE, ACCIDENT, DELAY OR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUES, LOST PROFITS, LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR HANDLING SYSTEM OR OTHERWISE, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE USE, MISUSE OR INABILITY TO USE THIS WEBSITE, THE MATERIALS OR MARKS THEREOF, OR ANY HYPERLINKED WEBSITE, EVEN IF TOP DRIVER, ITS SUBSIDIARIES, AFFILIATED COMPANIES OR JOINT PARTNERS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY A THIRD PARTY. YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS WEBSITE.

PRIVACY POLICY

Suburban's Privacy Policy applies to your use of this Website and its terms and conditions are part of this Agreement. A copy of Suburban's Privacy Policy is available [here](#). You further understand that all transmissions of information to Top Driver are never completely private and safe, even if encryption or other security techniques are employed.

CHILDREN'S NOTICE

This Website is not designed or intended for use by children under the age of 14. Although children's products and/or services may be referenced on this Website, this Website is intended for use by adults only. If you are under 18 years of age, you should use this Website only with the involvement of a parent or guardian. We note that parental control protection technology and services are commercially available and may assist you in limiting access to material that may be harmful or inappropriate for minors.

MISCELLANEOUS – REFUND POLICY

No refunds will be given once training starts, if Suburban is willing and able to complete all training within six months of the first day of training. If training has not begun a refund will be provided for the amount paid to date less \$100.

Suburban may be required by law to notify you regarding events or developments. In addition to other methods of delivery, you agree that such notices shall be effective upon our posting them on this Website and/or delivering them to you via e-mail.

This Website is for information purposes only. The Website does not constitute an offer to sell or a solicitation of an offer to buy any services or goods which may be referenced herein and does not create a client, advisory, business, fiduciary or professional relationship between you and Suburban.

Suburban controls this Website (excluding linked sites) from its headquarters in Northbrook, Illinois, United States of America and makes no representation that any content contained in this Website is appropriate or available for use in other locations. Accessing this Website in locations where the use of such content is illegal is prohibited.

By accessing this Website you agree that the statutes and laws of the State of Illinois, notwithstanding any principles of conflicts of law, will apply to all matters relating to use of this Website and that if you use this

Website from any other location you are responsible for compliance with applicable local laws. Any claim relating to this Website shall be litigated in the State of Illinois, in the County of Cook, and you hereby consent to the jurisdiction and venue of those courts. You expressly agree that the privacy laws of other countries and jurisdictions outside the United States of America, e.g., but not limited to, privacy laws in Canada and in the European Union and its member states, shall have no effect or otherwise be applicable to this Agreement, your use of this Website, or our obligations to you.

This Agreement and all related parts represent the entire agreement between you and Suburban regarding your use of this Website. This Agreement supersedes any prior statement or representations made by you and/or Top Driver regarding your use of this Website. If any part of this Agreement is deemed unlawful, void, or unenforceable, that part will be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best comports with the intent of this Agreement; the remaining provisions of this Agreement will remain valid and enforceable. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Website or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles herein are for convenience only and have no legal or contractual effect.

When applicable, you further agree, as a condition of using this Website, to ensure that all of your agents, employees and independent contractors adhere to this Agreement.

You promise, state and represent that you are of sufficient legal age and competency to create binding legal obligations for any liability you may incur as a result of your use of this Website.

© 2014 Top Driver Acquisition, LLC. All rights reserved.