Terms of Service

Last updated February 27, 2025

Welcome!
Thank you for choosing to use DriveStar Driving School’s products and services, which include our online driver education course, behind-the-wheel driver training and website (the “Services”). Our school is licensed by the DMV to provide online driver education and behind-the-wheel driver training in California. We work diligently to provide you a great experience.

The following Terms of Service (the “Terms” ) explain the rules that govern our relationship with you and form a legally binding contract between you and DriveStar. Throughout these Terms, we will use words like “we”, “us”, “our”, “DriveStar”, etc., which refer to DriveStar Driving School.

**1. Behind-the-wheel Training**

You must have a valid California Instruction Permit (sometimes called a Learner’s Permit) or Driver’s License which must be physically present with corrective lenses (if necessary) during the driving lesson.

By using the Services, you acknowledge and agree that you form a binding contract with DriveStar. You will comply with these Terms and all applicable local, California State, national, and international laws, rules, and regulations.

**2. Your Safety**

Driving a vehicle is a serious activity and YOUR SAFETY IS OUR FIRST CONCERN!!! You will be asked to put your phone, earbuds or any electronic devices in the trunk, glovebox, or other place where it will not be a distraction to the student while driving.

No radio or music be played during driving training, because it can affect your reaction time and ability to focus on instructor’s direction and feedback.

In addition, we highly recommend students wear comfortable and non-restrictive clothing (t-shirt and jeans) and appropriate footwear (with back strap and flat-soled shoes, like sneaker, tennis or running shoes). Flip-flops, slippers and high heels are not accepted because they may impair your ability to safely operate the pedals.

Without a valid California Learner’s Permit or Driver’s License, being impaired for any reason (lack of sleep, intoxication, medication, etc.), or wearing footwear which may impair the ability to safely operate the vehicle, the lesson will be cancelled and considered a no-show, therefore a no-show fee will be applied.

The DMV **does not** require that driver training lessons include driving on the freeway and DriveStar adheres to a strict policy of safety first. Therefore, you understand and agree that instructors have sole discretion to whether any lesson will include driving on the freeway.

DriveStar Driving School reserves the right to refuse service to anyone.

**3. Payments and Refunds**

Behind-the-Wheel Driving lessons are pre-paid service. After you make the payment, you can schedule one or more driving lessons according to the package you purchased. From the date of enrollment (not from the day you get your permit), you have twelve (12) MONTHS to complete the lesson(s). All fees paid will be forfeited and this contract will be terminated. If you have any un-used lesson(s), please contact us before it expires. Re-activation fees $30.00 per lesson may be applied.

Refunds are available for three (3) days from the date of purchase, the request must be in writing (including the name of the student and the reason(s) of refund). Please email to info@drivestardriving.com. If refund request is approved, a $30.00 administrative processing fee will be deducted and a refund check will be mailed to the address on file within ten (10) business days.

**4. Cancellations and Re-bookings**

It is important to us that we can provide as much flexibility as possible for you, meanwhile we understand life gets in the way sometimes. We believe that the best balance can be reached by providing flexibility for you to cancel or rebook lessons 24 hours or more prior to your lesson and charge a late cancellation or change fee within 24 hours. The cancellation or change fees are as follows:

* Changes or cancellations made at least 24 hours prior to the lesson start: free
* Late cancellations or change made within 24 hours prior to the lesson start: $30
* No shows, or changes or cancellations made after the lesson start: $60

**5. Changes to the Terms**

DriveStar Driving School reserves the right to modify or replace parts of these Terms at any time with or without notice. You should check back from time to time to see if anything has changed. Continuing to use the Services after we make changes means you accept those changes.

**6. Disclaimer of Warranties**

Please note that although we have work diligently to provide accurate resources and error-free Services, there is a possibility that some of the information and materials from our website and/or our lessons to have out-of-date information; therefore, DriveStar Driving School does not guarantee and/or promise that our resources and/or materials from our Services to be error-free, and as a result, you agree and understand that neither DriveStar Driving School nor its officers, directors, employees, contractors, agents shall be liable for any type of loss and/or losses that you endure due to using our website and/or taking our course and/or lesson(s) and relied on accuracy of information. You understand that you use the Services at your own discretion and risk.

**7. DriveStar Guarantee**

We believe in our instructors and are confident that you will have an excellent experience learning to drive with us. If for any reason you are unsatisfied with the lesson you receive, we will make it right. Please let us know as soon as possible after your lesson or contact us at (559) 229-4828.

**8. Limitation of Liability**

There is no event will DriveStar Driving School nor its officers, directors, employees, contractors, agents, be liable with respect to any subject matter of these Terms under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services, such as personal belongings left by you in our vehicles; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to DriveStar under these Terms during the twelve (12) month period prior to the cause of action. DriveStar shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

**9. General Representation and Warranty**

You represent and warrant that (i) your use of the Services will be in strict accordance with the DriveStar Privacy Notice, with these Terms and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Services will not infringe or misappropriate the intellectual property rights of any third party and (iii) you, including your parent/guardian, are responsible for damages, including collisions that occur during drive tests while you are is in complete control of the vehicle WITHOUT a DriveStar Driving School instructor. (iv) you are responsible for any damage, including graffiti, caused by you to the driving school vehicles.

**10. Indemnification**

You agree to indemnify and hold harmless DriveStar, its officers, directors, employees, contractors, agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Services, including but not limited to your violation of these Terms.

**11. Arbitration. No Class Actions.**

You agree that any and all disputes, claims or controversies arising out of or relating to any aspect of these Terms will be resolved by binding arbitration under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”). You understand this includes any claims which you may make under the California Vehicle Code, the California Code of Regulations, the Education Code, or the Civil Rights Act of 1964, and various other state and federal laws.

Claims will be heard by a single arbitrator. The place of arbitration shall be Fresno, California. The arbitration shall be governed by the laws of the State of California. The arbitrators may determine how the costs and expenses of the arbitration will be allocated between the parties, but they will not award attorneys’ fees.

You agree to maintain as strictly confidential all negotiations and proceedings pursuant to this section, except as is required by court order or as is necessary to confirm, vacate or enforce a judgement.

YOU ACKNOWLEDGE AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND DRIVESTAR ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Thank you for taking time to read these Terms, and for choosing to use DriveStar Driving School. We look forward to meeting you in your first lesson.

Privacy Notice

Last updated February 27, 2025

Your privacy is important to us. This Privacy Policy explains how we collect, use, and protect your personal information when you visit our website and use our services. By using our website, you agree to the terms of this policy.

1. **Information We Collect**

**Personal Information**

We collect personally identifiable information, including but not limited to:

* Full name
* Date of birth
* Postal address
* Email address
* Phone number
* School (for students)

We also collect payment information (credit card details) to process charges for services provided.

**Non-Personal Information**

In addition to personal information, we may automatically collect certain non-personal data when you use our website, such as:

* IP address
* Location
* Device type and browser information
* Operating system and unique device identifier
* Pages viewed, referring websites, and time spent on the site

**2. How We Use Your Information**

The information we collect is used for the following purposes:

* To complete Drivers Education certificates and verify compliance with state requirements
* To process payments for services provided
* To communicate with you about your lessons, updates, and promotions
* To improve the content and functionality of our website and enhance your experience

**3. Video and Audio Recording During Lessons**

To create a safe environment for your lesson, and to enhance our instructions on your driving skills, we may record the lesson using interior and/or exterior cameras. If used, the camera or cameras will be in plain view and might record, for example, how you are operating the vehicle, where you are looking when you drive, and your interactions with the instructor and traffic. **By taking a lesson with DriveStar, you consent to video and audio being recorded during that lesson.**

**4. Credit Card Security**

We work diligently to protect the security of your personal information, especially credit card information. Your credit card details do not get processed or held by DriveStar Driving School; all transactions are processed through a secure payment service provider, Authorize.net. Authorize.net host and manage their payment pages. All transaction sessions are stored and processed in encrypted strings.

**5. Cookies and Other Technologies**

For the users of our website (the “Site”), our Site automatically collects information, such as the Internet domain name (“IP Address”) assigned to your computer or browser software when you are on the Internet. Information about your use of the Site is collected through “cookies” that exist only during your visit to the Site and are deleted once you log off this Site or close your browser. Session cookies are only used by the Site to recognize your visit as a unique visit and to keep your visit on this Site separate from that of other visitors to this Site. We may use the information we collect electronically to obtain aggregate data for: improving our products and services to you; improving the design and content of the Site; and planning and other internal administrative functions.

Our website or services may have links with other websites or services that we do not own or operate such as Department of Motor Vehicles (DMV), California Highway Patrol (CHP), National Highway Traffic Safety Administration (NHTSA), Facebook, Instagram, Youtube, Google and etc. We are not responsible for the practices employed by any websites or services linked to or from our website, including the information or content contained within them. If you have concerns about their privacy policy, please visit their page.

We use several third-party services to learn about how people engage with our Site. These include analytics services, crash reporting, user login management, and payment services. Each of these services may collect information when you use our services, and they each have their own privacy policies. For example, we advertise online using one of our third-party vendors, Google, to show our ads on sites across the Internet based on past search history. Third-party vendors, including Google, use cookies to serve ads based on past visits to our Site.

**6. Your Choices**

You can choose not to provide certain personal information, but this may limit your ability to access certain services or features of our website. You can also opt-out of promotional emails by following the unsubscribe instructions provided in each email.

**7. Data Retention**

We retain personal data only for as long as necessary to fulfill the purposes outlined in this policy, comply with legal obligations, and resolve disputes. After this period, your personal information will be securely deleted.

**8. Changes to This Privacy Policy**

We reserve the right to update or modify this Privacy Policy at any time. Any changes will be posted on this page with the updated date. We encourage you to review this policy periodically for any changes.

**9. Our Contact Information**

If you have any questions, concerns, or comments about our privacy policy, please feel free to contact us at (559) 229-4828.