

Terms of Use

Last updated: Wednesday, March 20, 2019

Thanks for using Groupe Lang Inc's ("**WIML**") products and services ("**Services**"). These Terms of Use ("**TOU**") contain the terms under which WIML and its affiliates provide their Services to you and describe how the Services may be accessed and used. Depending on which Services you use, additional terms and policies (including rules, guidelines and other similarly named documents) presented with those Services may apply ("**Additional Terms**"). Those Additional Terms become a part of your agreement with us if you use those Services. We refer to the combination of this TOU and any applicable Additional Terms collectively as these "**Terms**". You indicate your agreement to these Terms by clicking or tapping on a button indicating your acceptance of these Terms, by executing a document that references them, or by using the Services. If you will be using the Services on behalf of an organization, you agree to these Terms on behalf of that organization and you represent that you have the authority to do so. In such case, "you" and "your" will refer to that organization.

1. Fees and Payments

1.1 Fees for Services. You agree to pay to WIML any fees for each Service you purchase or use (including any overage fees), in accordance with the pricing and payment terms presented to you for that Service. Where applicable, you will be billed using the billing method you select through your account. Fees paid by you are non-refundable, except as provided in these Terms or when required by law.

1.2. Taxes. Unless otherwise stated, you are responsible for any taxes (other than WIML's income tax) or duties associated with the sale of the Services, including any related penalties or interest (collectively, "Taxes"). You will pay WIML for the Services without any reduction for Taxes. If WIML is obliged to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide WIML with a valid tax exemption certificate authorized by the appropriate taxing authority or other documentation providing evidence that no tax should be charged. If you are required by law to withhold any Taxes from your payments to WIML, you must provide WIML with an official tax receipt or other appropriate documentation to support such payments.

1.3. Price Changes. WIML may change the fees charged for the Services at any time, provided that, for Services billed on a contract basis, the change will become effective only at the end of the then-current billing cycle of your contract. The contract has a maximum duration of **18** month(s) (**546** days) from the date of issue. If the balance is not paid in full during this period, a price adjustment may be made by WIML.

1.4. No-show Fees. Unless otherwise stated, any no-show fees incurred by you will be billed in arrears on a monthly basis. Overage fees which remain unpaid for 7 days after being billed are considered overdue. Failure to pay overage fees when due may result in the applicable Service being limited, suspended, or terminated (subject to applicable legal requirements), which may result in falling behind in your course.

Current fees as of March 20, 201

- Practical courses: \$46.35 per hour
- Theoretical courses: \$2.49 per hour

i.e John books a 2-hour driving appointment and then forgets to show up, John will be billed \$46.35 x 2 plus applicable taxes for the appointment missed.

10. Changes and Updates

10.1. Changing an appointment: In order to avoid paying a penalty for a missed appointment, WIML requests that all cancellation notices are given at least 48 hours notice, including weekends and holidays. However, note that a cancellation cannot be left on a voicemail or by e-mail. Cancellation notices must be made directly with an employee of WIML in order to avoid paying said fees. Failure to cancel an appointment, giving at least 48 hours before the appointment may result in a penalty in accordance with the rates outlined in your contract.

As of March 20, 2019 - rates for cancellations less than 48 hour notice

Practical: \$46.35 per hour

Theoretical: \$2.49 per hour

i.e. John cancels his driving 2-hour driving appointment 24 hours before the scheduled time. John will be billed \$46.35 x 2 for the cancellation.

10.2. Changes to appointments. WIML constantly changes and improves the Services. WIML may add, alter, or remove an appointment at any time without prior notice. Priority for appointments will be given to those that need to complete their course for their road test. We may move appointments up to one-hour before your scheduled appointment. WIML will not provide any compensation for this matter. WIML may also limit, suspend, or terminate your service to you at its discretion. Reasons for limiting, suspending or terminating your service is due to non-payment of services. Services must be paid within agreed time as outlined in the student contract.

12. Contracting Entity

12.1. Who you are contracting with. Unless otherwise specified in relation to a particular Service, the Services are provided by, and you are contracting with, Groupe Lang Inc.

12.2. Groupe Lang Inc. For any Service provided by Groupe Lang Inc., the following provisions will apply to any terms governing that Service: Contracting Entity. References to "WIML", "we", "us", and "our" are references to Groupe Lang Inc., located at 32b Rue Ste-Anne, Ste-Anne-de-Bellevue, Quebec H9X 1L3. Governing Law. Those terms are governed by the laws of the Province of Quebec (without regard to its conflict of laws provisions).

5. Refund Policy

5.1 Requests for refunds: All refund requests are to be made to steven@wiml.ca outlining the reason for a refund. Not all refund requests will be fulfilled. Any and all refunds will be given in the same format in which it was paid. Including applicable taxes. All services, including but not

limited to: course fees, no-show fees, car rentals and private lessons, are non-refundable. Unless otherwise noted under applicable law.

6. Availability of Services, Suspension, Termination, Course Outline and Contract

6.1 Services Subject to the terms and conditions of this Agreement and WIMLs policies and procedures, Scheduling appointments, is on a first-come, first-served basis. Appointments may be difficult to acquire if you wish to only drive at night or on weekends as these are peak time slots. Appointments are scheduled a minimum of 6 weeks ahead, unless a cancellation or no-show arises, a student will be called to see if they can replace a student.

If a student cancels an appointment, WIML staff members will immediately find a replacement. In the event that the student want their time slot back, they must contact WIML prior to the appointment being filled. The student lost all right to retain that appointment once it has been cancelled.

Phase 1 is to last 28 days

Phase 2 is to last 28 days

Phase 3 is to last 56 days

Phase 4 is to last 56 days

These phase time requirements is the responsibility of the student.

i.e. If John picks up his learners permit on June 1, 2018, John will be eligible to do his road test 12 months later. However, John decided to start phase 4, May 15, 2019. Noting that Phase 4 must last 56 days, John cannot do his road test on June 1, 2019.

The student must obtain an up-to-date, blank Road Access Binder before beginning the course, which is available from their driving school. There can be computer-assisted learning and it does not replace theoretical courses, it is optional and the number of hours depends on the student's motivation. WIML will give the student a course completion attestation, free of charge, detailing the result obtained and the stages completed. The course completion attestation will be given to the student at the end of the course or service.

The student's personal information can be shared with the Société de l'assurance automobile du Québec in order to make sure that WIML complies with the Highway Safety Code, in particular to ensure follow-up on a student's complaint, when checking the quality of service provided by WIML or when assessing the validity of a course attestation, and to the Association québécoise des transports (AQTr) for survey purposes only or in case a student is not able to complete one's training, so as to share the required documents with this student.

The student authorizes WIML to send his / her contact information and email address to the approved organization for the purpose of survey. WIML will keep the student's record on file according to the applicable laws and may not destroy it before the 5-year expiration period is up following the end of the service contract with the student. The student must inform the school of a practical lesson cancellation no later than **48** hours before (working days) the lesson or is

subject to a fine of **\$46.35** per hour for in-car lesson and **\$2.49** per hour for theory lesson before taxes.

6.2 Course outline

The Société de l'Assurance Automobile du Québec (SAAQ) : Effective date 17 January, 2010

Content: 24 hours of theory classes / 15 hours of practical in-car driving lessons

Duration: 13 months to obtain a driver's license

PHASE 1 – Module 1 thru 5

You will attend 10 hours of theory classes - given once a week (2 hours per session).

- * Module 1 - The Vehicle
- * Module 2 - The Driver
- * Module 3 - The Environment
- * Module 4 - At-Risk Behaviors, and
- * Module 5 – Revision & Evaluation

You will pass an exam (at the West Island Motor League Driving School) After successful completion of the exam, you will receive a certificate from the West Island Motor League that you will take to the SAAQ to obtain your Learner's Permit.

Note: There must be a minimum 28 day period between the time of your first course at the driving school and the SAAQ.

Learner's Permit:

A Learner's permit is valid for 18 months from the date of issue and may be renewed. You have 4 demerit points.

PHASE 2 & 3 – Module 6 thru 11

1. Over the course of the next 10 months, you are required to complete an additional 14 hours of theory in the classroom as well as 12 hours of practical in-car lessons. You must be present at all of the 24 hours of theory classes scheduled for your group. You are required to sign in. If you miss a class, you will have to wait for a matching schedule with another group.

2. At the end of the 10 months you will return to the SAAQ for the formal written test. You will be tested on Road Signs, The Highway Safety Code, and general knowledge. You will also be required to have a vision test. You must have your Learner's Permit with you.

A passing score is 75%. Failure represents a 28 day delay before scheduling another test.

PHASE 4 – Module 12 & Session 15 Synthesis

There is a waiting period of two months between the written test and the practical test, given

that you are on-track. As long as you meet the minimum waiting times, the waiting period can be less. During that time, you will receive an additional 3 hours of practical in-car lessons.

THE ROAD TEST

Probationary Permit: At the end of the two months, you return to the SAAQ for the practical exam. The Probationary Permit is valid for a period of 2 years. You have 4 Demerit Points. Failure of the exam represents a 28 day delay before scheduling another test.

7. Indemnification

In the event a third party makes any demand or complaint, or commences any action or files any claim whatsoever (each, a "Claim") in connection with your services rendered by WIML, including without limitation your Products or Services, you shall defend, indemnify and hold harmless WIML, its related parties and affiliates, and its officers, directors, employees, representatives, agents, licensors, attorneys, heirs, successors, and assignees (each, a "WIML Party"; and collectively, the "WIML Parties"), from and against any and all damages, liabilities, claims or costs (including the costs of investigation, defense, litigation, and reasonable attorneys' fees and costs) ("Losses") incurred by any WIML Party as a result of such Claim, regardless of whether such Losses are direct, incidental, consequential, punitive or statutory. Upon receiving notice of a Claim for which WIML is entitled to indemnification by you, WIML shall provide you with written notification and the opportunity to assume sole control over the defense or settlement of the Claim and reasonable assistance to settle and/or defend the Claim at your sole expense; provided, however, that (i) any settlement which would impose a non-monetary obligation on and/or admission or finding of liability or wrongdoing by WIML will require WIML prior written consent; (ii) the failure to provide timely notice, control, or assistance shall not relieve you of your indemnification obligations; and (iii) WIML may have its own counsel present at and participating in all proceedings or negotiations relating to a Claim, at WIML's own expense, unless you fail or refuse to secure legal counsel to defend any Claim in a timely manner, in which case you shall pay all expenses related to WIML's use of such counsel.

8. Legal Disputes

If a dispute arises between you and WIML, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. Accordingly, you and WIML agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services in accordance with one of the subsections below or as we and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly by email at steven@wiml.ca to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

This Agreement shall be governed in all respects by the laws of the Province of Quebec as they apply to agreements entered into and to be performed entirely within Quebec between Quebec residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against WIML must be resolved exclusively by small claims court located in Montreal,

Quebec, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You agree to submit to the personal jurisdiction of the courts located within Montreal, Quebec for the purpose of litigating all such claims or disputes.

9. Survival

If any provision of these Terms is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of terms will remain in full effect.

10. Force Majeure

Neither you nor WIML shall be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war and terrorism, embargoes, boycotts, changes in governmental regulations, epidemics, fire, communication line failures, power failures, earthquakes, other disasters or any other reason where failure to perform is beyond the control of, and not caused by, the non-performing party.