

# BRIANIAC IN-HOME TUTORING

## Terms of Use

---

### General Information

Revised April 2018

GENERAL INFORMATION ABOUT THE TERMS OF USE OF BRAINIAC IN-HOME TUTORING IN-HOME SERVICES IN ITS COLLECTION, PROTECTION, USE AND DISCLOSURE OF THE USE OF THE TUTORIAL SERVICES.

# BRIANIAC IN-HOME TUTORING

## TERMS OF USE

### Table of Contents

DISCLOSURE .....	3
TERMS OF USE.....	3
Section 1: Changes in Terms of Use.....	3
Section 2: Tutee Account.....	3
Section 3: Use of Service.....	4
Section 4: Disclaimers and Limitation of Liability .....	5
Section 5: Indemnification .....	6
Section 6: Lawful Use .....	6
Section 7: Entire Agreement.....	7
Section 8: Controlling Law.....	7
Section 9: Comments .....	7
CONTACT US .....	7

# BRIANIAC IN-HOME TUTORING

## TERMS OF USE

### DISCLOSURE

Brainiac In-Home Tutoring® LLC and/or its affiliates ("**Brainiac**" or "**We**" or "**Us**"), provides at home and online tutorial service, including all services offered hereon, (**the in-home tutorial service and/or the services are referred to as the "Service"**) and these Terms of Use govern your use of this Service. Please carefully read this Terms of Use. If you ("**You**" or "**User**" or "**Responsible Adult Person**") are under eighteen (18) years of age, please read these Terms of Use with a parent or guardian. By using, accessing or purchasing access to this Service, you represent that you (**the parent/guardian on behalf of the minor child or responsible adult person**) have read or trusted adult read to you, understood and agree to the Terms of Use in their entirety. If you (in the case that you are a minor child, a responsible adult person such as your parent or guardian) do not agree with any part of the Terms of Use, then please do not use, access or purchase use of the Service.

### TERMS OF USE

#### Section 1: Changes in Terms of Use

Brainiac has the right to change or modify the Terms of Use for in-home and/or online service, applicable to your use of the Service, or any part thereof, or to impose new conditions, including, but not limited to, adding or changing prices, fees and charges for use at any time. Any changes, modifications, additions or deletions will be effective immediately upon notice thereof, which may be given by means, but not limited to, posting within the company's website, or electronic or conventional mail, messaging, or any other means by which you may obtain notice thereof. Any use of the Service by you subsequent to such notice will be deemed to constitute your acceptance as the responsible adult person of such changes, modifications or additions.

#### Section 2: Tutee Account

(a) In addition to any other requirements specified in this Terms of Use, the use of this Service requires that you have a tutee account ("**Account**" or "**Account User**"). The creation of the Account for Pre K–12 and college students may require providing us with some or all of the following information: first name, last name, parent's email address (requirement for minor children), zip code, phone numbers, school name, grade, challenged subjects and other pertinent personal information requested on the parental agreement or the enrollment form or the company's website.

(b) If participating in our in-home and/or online tutorial service, you should keep your Account information confidential and provide current address and/or billing information

# BRIANIAC IN-HOME TUTORING

## TERMS OF USE

upon request from an authorized company's representative. You agree not to use another Account User's name to utilize the Service, or to provide your Account information to another unauthorized person and/or third party to utilize the Service or account information. You agree to provide accurate and truthful information when completing the agreement form for enrollment purposes and during the service period. By signing the parental agreement and/or enrollment form and/or reactivating a closed Account, you are agreeing to adhere to Brainiac's Terms of Use and/or Privacy Policy.

Responsible adult person(s) or authorized person(s) may purchase tutoring services in addition to any additional tutoring services for a minor child. By purchasing tutoring services through Brainiac's website or other legal payment methods for the Service, you represent that you are 18 years or older and that you are authorized to use the chosen payment method for the purpose of purchasing additional tutoring services. **Additional tutoring services purchased are only valid for the Account User on the Account for which the sessions are purchased and are otherwise non-transferable and/or non-refundable due to lack of participating and/or cancelling and/or missing (no show) more than two scheduled sessions. At our discretion, refund requests will only be honored within 30 days of the initial purchase date with a valid explanation for cancellation.**

(c) All package deals for tutorial services, except some specialty services, will be invoiced until services are discontinued by the responsible adult person(s) through a written or verbal notice to assigned tutor(s) and/or management within 60 days of the last attended session with a valid explanation. Thereafter, services will be discontinued due to lack of participation, violation of Terms of Use, Privacy and/or Payment Policies. Management will have the option of deactivating the student's account and the credits and/or prepaid payments will be forfeited.

(d) Periodically, Brainiac may offer free or trials of tutorial services and promotional pricing for services. Such trials and promotional pricing may be subjected to certain restrictions such as, first time Account Users, limited duration and as otherwise indicated and determined by management.

### Section 3: Use of Service

Brainiac reserves the right to suspend or terminate operation of the Service at any time for any reason without liability to the responsible adult person. Brainiac has the right to suspend or terminate the Account and/or Service and refuse any and all current or future use of the Service to the adult person if he or she violates any part of this Terms of Use or Privacy Policy or Payment Policy or the company's tutorial guidelines and all payments are forfeited. Brainiac has the right to change or discontinue any aspect or feature of the Service, including, but not limited to, content, hours of availability, and at any time without notice or liability to you. However, we will make a good faith effort to notify the responsible adult person of any changes with the Service when feasible.

# BRIANIAC IN-HOME TUTORING

## TERMS OF USE

(b) In addition to other proprietary rights specified in this Terms of Use, Account User or other associated with the Account User may not:

**i) frame or utilize framing techniques to enclose any element, including without limitation, any text, graphics, images or trademarks; ii) gather, obtain, use, access or otherwise copy the Service or any components thereof by using any spider, spyware, or any other automatic device, utility or manual process of any kind; iii) use the Service or any features available on the Service in any manner with the intent to interrupt, damage, disable or impair the Service; iv) directly or indirectly attempt to reverse or otherwise alter or interfere with the Service; or v) engage in any activity that interferes with another User's access, or use of the Service.**

(b) You agree that you will treat Brainiac's tutors with respect and not use obscenities, make threats, or discuss matters other than those directly related to the academic subject(s) for which you requested assistance. You agree not to obtain any personal information from any tutor, and agree that if any tutor ever discloses such information to you, or ask you for any personal information, or make inappropriate suggests, you agree to immediately notify the company by email at [brainiactutoring2006@outlook.com](mailto:brainiactutoring2006@outlook.com) or call.

(c) Tutors are available as per the service standard tutorial hours, although you might not always have a tutoring session due to some of the following reasons:

- **Due to unavailability of tutors for the specific subject at the specific time;**
- **Due to scheduling conflicts;**
- **Due to lack of student participation;**
- **No adult supervision;**
- **Location is unsuitable for tutoring or**
- **Account is inactive due to non-payment.**

### **Section 4: Disclaimers and Limitation of Liability**

(a) Responsible adult person understands the use of the service is at the responsible adult person own risk. The service is provided without guarantees of any kind, either express or implied, including, but not limited to, guarantees of grades or implied guarantees of specific scores or fitness for a particular purpose, other than those guarantees which are incapable of exclusion, restriction or modification under the laws applicable to the parental agreement and/or enrollment form.

# BRIANIAC IN-HOME TUTORING

## TERMS OF USE

(b) Either Brainiac, its affiliates, any of their respective contractors, agents, vendors or third-party content providers, guarantee that the website or web-based services or Service site will be uninterrupted or error free; or do they make any guarantee as to the results that may be obtained from the use of the Service, or as to the accuracy, reliability or content of any information, service, or merchandise provided through the Service site. It is your responsibility to evaluate the accuracy and completeness of all information, opinions and other materials on the Service site. **In addition, you are solely responsible for the completion and/or the accuracy of your course work after the completion of a tutorial session either at home and/or online.**

(c) Price information and contents or features of the service is subject to change without notice. However, we will make a good faith effort to notify the responsible person of any price changes in a timely manner and/or prior to the billing period.

(d) The website site links to or references other sites, other services and information located globally throughout the Internet. Because Brainiac has no control over such sites, other services and information, Brainiac makes no guarantee as to such sites, other services and information, including the accuracy, currency, content or quality of any such sites, other services and information and Brainiac assumes no responsibility as to whether a link or reference locates unintended or questionable content. In addition, because some content on the Internet consists of material that is adult- oriented or otherwise questionable to some people, the results of a link or reference on the site may unintentionally generate links or references to questionable materials. Brainiac makes no claim that such surprises could not occur. However, we will make a good faith effort to partner with reputable Service sites to provide educational services.

### **Section 5: Indemnification**

You agree to indemnify and hold Brainiac and its affiliates, agents, contractors harmless from any claims, actions, costs, liabilities, expenses and damages, including reasonable attorneys' fees and expenses, made against Brainiac by any third party due to or arising out of your use of the Service, your connection to the Service, your breach of any representation, guarantee or obligation, your violation of this Terms of Use, or your violation of the rights of an Account of someone else.

### **Section 6: Lawful Use**

The Account User will use the Service site for academic purposes only. Account User will not post or transmit any material which: (a) violates or infringes in any way upon the rights of others; (b) is unlawful, threatening, invasive of rights, obscene, profane or otherwise objectionable; (c) encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any law; or (d) contains advertising or any wrongdoing with respect to tutorial services or related service, unless Brainiac has expressly approved such material in advance.

# BRIANIAC IN-HOME TUTORING

---

## TERMS OF USE

Any conduct by the Account User in Brainiac's discretion restricts or inhibits any other Account User from using the Service is expressly prohibited. And you will be prosecuted to the full extent of the law for violation of all or any part of Brainiac's Terms of Use or other policies set forth by the company.

### **Section 7: Entire Agreement**

This Agreement, and any operating rules for the Service established by Brainiac, constitutes the entire agreement of the persons of interest with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the persons of interest with respect to such subject matter.

### **Section 8: Controlling Law**

This Agreement will be construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws rules. Any cause of action of any nature arising out this Agreement will be brought in the state and/or county of Michigan.

### **Section 9: Comments**

Brainiac welcomes constructive comments regarding the Service. Any comments or suggestions submitted to Brainiac, either online or offline will become Brainiac's property. This policy is intended to avoid the possibility of future misunderstandings when projects developed by Brainiac might seem to others to be similar to their own.

## **CONTACT US**

If you have questions or concerns regarding the Terms of Use, you should contact Brainiac by emailing us at [brainiactutoring2006@Outlook.com](mailto:brainiactutoring2006@Outlook.com) or via U.S. mail.

### **Mailing Address:**

Brainiac In-Home Tutoring  
Box 40702  
Redford, MI 48240  
Phone/Fax: 1-800-428-9020