BRAINIAC®
IN-HOME TUTORING
Inspiring With Knowledge Since 2006

Terms of Use

Website, Online Tutoring, Limited In-Home Tutoring, and Related Services

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Applies To: Website visitors, families, tutees, applicants, tutors, contractors, and other service users, as applicable

Brainiac® is a private academic tutorial company and is not a school.

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1. Acceptance and Scope

These Terms of Use ("Terms") govern access to and use of the Brainiac® In-Home Tutoring website, enrollment forms, family and tutor portals, baseline assessments, online tutoring, limited in-home tutoring, communications, educational resources, and related services (collectively, the "Services").

Brainiac In-Home Tutoring, LLC, doing business as Brainiac® In-Home Tutoring ("Brainiac®," "we," "us," or "our"), provides the Services subject to these Terms, the Privacy Policy, applicable enrollment or service agreements, payment policies, and any written program-specific terms supplied to the person purchasing or using the Services.

By visiting the website, submitting information, scheduling or purchasing Services, participating in a baseline assessment or tutoring session, accessing a Brainiac® portal, or allowing a minor tutee to participate, you acknowledge that you have read and agree to these Terms. A parent, guardian, or other authorized adult who enrolls a minor accepts these Terms for themselves and on behalf of the minor tutee.

If you do not agree to these Terms, do not use the Services.

2. About Brainiac® and the Educational Nature of Services

Brainiac® provides private academic tutorial support designed to reinforce skills, explain concepts, support independent learning, and help tutees develop stronger academic habits. Services may include subject tutoring, homework support, test preparation, academic recovery, enrichment, baseline assessments, instructional resources, and other education-related support.

Brainiac® is a private academic tutorial company and is not a school. Brainiac® does not award academic credit, issue diplomas, determine school placement, provide special education eligibility determinations, or replace a school, licensed educational program, medical provider, psychologist, or other licensed professional.

3. Eligibility, Minors, and Adult Authority

A person purchasing Services or entering into an enrollment arrangement must be at least 18 years old and legally authorized to use the selected payment method. A minor tutee may participate only with the knowledge and authorization of a parent or legal guardian, or another responsible adult authorized to arrange the Services.

The enrolling adult is responsible for providing accurate information, supervising the minor as required, communicating applicable educational or safety needs, and ensuring that the minor complies with these Terms. Adult tutees accept these responsibilities for themselves.

4. Enrollment, Accounts, and Accurate Information

Enrollment or account setup may require contact information for a parent, guardian, responsible adult, or adult tutee; the tutee's name, age or grade level, school or educational program, subjects or skills needing support, scheduling information, and other information reasonably necessary to provide the Services.

Users must provide accurate, current, and complete information and promptly report material changes affecting scheduling, billing, supervision, safety, or instructional planning. Login credentials, portal access, meeting links, and account information must not be shared with unauthorized persons.

Brainiac® may request reasonable verification of identity, adult authority, payment authorization, or eligibility for a particular program, discount, hardship plan, or promotional offer.

5. Online and Limited In-Home Tutoring

5.1 Online Tutoring

Online tutoring is Brainiac®'s primary service-delivery method and may be available to families in the United States, Canada, and other approved locations. Online sessions may be conducted through videoconferencing, educational websites, learning-management systems, digital documents, school portals, and other approved third-party platforms.

The family or adult tutee is responsible for suitable internet access, a compatible device, required school materials, and an appropriate learning environment. For a minor tutee, a parent, guardian, or responsible adult must remain reasonably available during the session and comply with any age-specific or service-specific supervision requirements communicated by Brainiac®.

Brainiac® cannot guarantee uninterrupted internet access, continuous availability of approved third-party platforms, or access to a school or educational program's systems. When technology problems occur, Brainiac® may adjust the activity, use another approved method, extend the session when practical, or reschedule in accordance with applicable policies.

5.2 Limited In-Home Tutoring

In-home tutoring is available only in selected service areas and is subject to tutor availability, scheduling, travel limitations, safety considerations, management approval, and the applicable in-home rate. In-home tutoring is not available in every location served online.

When a minor receives in-home tutoring, a parent, guardian, or responsible adult must remain on the premises and reasonably accessible. The tutoring area must be safe, reasonably quiet, appropriately lit, and suitable for instruction. Families must disclose animals, smoking, illness, building-access restrictions, or other conditions that could affect a tutor's health, safety, or ability to provide Services.

Brainiac® may decline, suspend, relocate, shorten, or discontinue an in-home session when weather, road conditions, illness, animals, unsafe conduct, environmental conditions, access problems, or other circumstances create a safety or service concern. When appropriate, an in-home session may be changed to an online session. The scheduled in-home or travel-based rate may continue to apply when the change is required because of weather, safety, travel, or circumstances associated with the tutoring location.

6. Baseline Assessments and Instructional Records

Brainiac® may provide complimentary or paid baseline assessments, academic screenings, readiness activities, writing samples, subject reviews, or other instructional assessments before or during tutoring. Assessments may be administered online or in person and may vary by subject, grade band, purpose, and available time.

A baseline assessment is an instructional tool used to help identify current skills, strengths, learning needs, areas for review, and a reasonable starting point for tutoring. Results may be used to recommend session length, tutoring frequency, instructional materials, grade-band resources, subject-specific support, or a follow-up assessment.

Baseline assessments are not school placement tests, state or federally required assessments, special education evaluations, psychological or medical evaluations, diagnostic instruments, or guarantees of any grade level, test score, school placement, academic outcome, or tutoring result.

Assessment records may include responses, scores, reading performance, mathematical work, writing samples, uploaded schoolwork, tutor observations, instructional notes, recommendations, and parent or adult-tutee communications. Brainiac® may retain and use these records for tutoring, progress review, service planning, quality assurance, recordkeeping, and selection or development of appropriate educational resources, subject to the Privacy Policy.

7. Tutoring Approach, Schoolwork, and Academic Integrity

Brainiac® tutors explain processes, model examples, ask guiding questions, review reference notes, and support tutees in completing work as independently as reasonably possible. Tutors may help a tutee understand directions, organize work, identify missing steps, and check whether an assignment appears complete.

The tutee remains responsible for the final answers submitted to a teacher, school, testing organization, or educational program. Tutors do not guarantee that schoolwork is error-free and may not complete graded assignments, examinations, or other work in a manner that violates a school’s rules or academic-integrity requirements.

Families and adult tutees are responsible for understanding applicable school, course, testing, and platform rules and for obtaining permission when outside assistance is restricted.

8. Scheduling, Attendance, Supervision, and Safety

Scheduling is subject to tutor availability, subject expertise, location, time zone, service format, and account status. Brainiac® may assign a different qualified tutor, substitute tutor, or support team member when reasonably necessary. A specific tutor, schedule, or service format is not guaranteed.

The family or adult tutee must provide timely notice of cancellations, schedule changes, absences, and access problems. Late cancellations, missed sessions, delayed arrivals, and no-shows may be charged or deducted from purchased time as stated in the applicable enrollment materials, payment policy, or written service arrangement.

Brainiac® may end or pause a session when required adult supervision is unavailable, the environment is unsafe, conduct is inappropriate, technology prevents meaningful instruction, or the tutee is unable or unwilling to participate. Immediate safety concerns should be reported to emergency services when appropriate and to Brainiac® management as soon as reasonably possible.

9. Fees, Payment Plans, Unused Sessions, and Rollover Credits

9.1 General Payment Terms

Prices, session lengths, administrative fees, travel rates, discounts, and package requirements are those disclosed at enrollment, purchase, renewal, or written modification. The first payment is due before or on the first day tutoring begins. After the first payment, monthly-plan payments are due on the first day of each full month of service unless management approves another arrangement. Pay-as-you-go plans are billed and due weekly.

Brainiac® may pause scheduling or Services for overdue balances, unsuccessful payments, missing payment authorization, or failure to comply with an approved payment arrangement. Fees already earned for Services provided remain due.

9.2 Monthly and Extended Packages

Monthly tutoring plans continue according to the applicable billing arrangement until discontinued by the family or Brainiac® and do not require a long-term commitment unless a separate written agreement states otherwise. A family may discontinue a monthly plan at any time, subject to payment for Services already provided, scheduled-session policies, and any written notice requirements supplied at enrollment.

An extended package is a prepaid block of tutoring time. Once all prepaid hours are used, tutoring ends automatically unless the family purchases another extended package at the applicable rate or changes to an available monthly plan.

9.3 Unused Paid Sessions

Unused paid sessions, excluding rollover credits, remain available for up to two years when the family returns to Brainiac® and resumes tutoring within that period. Use of remaining time is subject to account verification, tutor availability, the original service category, and current operational requirements. Unused time is not the same as cash and may not be sold or transferred unless Brainiac® approves an exception in writing.

9.4 Rollover Credits

Rollover credits are courtesy credits created when paid monthly sessions are carried forward for overages or extra sessions. They are separate from unused paid sessions. Rollover credits are nonrefundable, have no cash value, may be used only during active service, and may be used only through the end of the calendar month in which tutoring service ends. They cannot be used after that month.

9.5 Refunds and Payment Disputes

Refund eligibility, if any, is governed by the applicable payment policy, enrollment agreement, written package terms, and law. Rollover credits are nonrefundable without exception. A billing concern should be reported promptly so Brainiac® can review account records and the Services provided.

10. Promotions and Complimentary Services

Brainiac® may offer complimentary baseline assessments, consultations, trial sessions, promotional pricing, family discounts, hardship-based plans, anniversary offers, or other limited programs. Offers may have eligibility rules, expiration dates, minimum purchases, subject or service limitations, and restrictions on combining discounts. Unless a written offer states otherwise, promotional or complimentary Services have no cash value and are nontransferable.

11. School and Authorized Support-Team Communications

With parental or guardian permission for a minor tutee, or authorization from an adult tutee, Brainiac® may communicate with a school, teacher(s), school counselor, case worker, social worker, educational program, or other authorized academic or support contact to support tutoring. Depending on availability and location, Brainiac® may also offer limited school visits or related coordination as an added-value service.

Permission or authorization may be limited or withdrawn prospectively. Communications and visits are subject to school or agency rules, scheduling, staff availability, privacy requirements, and Brainiac® approval. Brainiac® cannot guarantee that a school, teacher, counselor, case worker, social worker, educational program, or other authorized contact will respond, share information, permit a visit, or follow a tutoring recommendation.

12. Approved Third-Party Platforms and Technology

Brainiac® may use approved third-party platforms to schedule sessions, process payments, conduct videoconferencing, deliver digital materials, administer forms, support learning-management activities, communicate with users, or access school-provided systems with authorization. These platforms may have separate terms, privacy practices, accessibility features, and technical requirements.

Users must comply with the rules of approved third-party platforms and may not bypass security controls, share unauthorized access, record sessions without permission, or use platform features to harass, impersonate, monitor, or obtain personal information about another person.

Brainiac® is not responsible for an approved third-party platform's independent acts, outages, changes, data practices, or content, but will make reasonable efforts to select and use platforms appropriate for the Services.

13. Intellectual Property and Brainiac® Materials

The Brainiac® name, wordmark, logo, taglines, website content, baseline assessments, branded packets, charts, tutor keys, training materials, forms, graphics, videos, instructional frameworks, and other original materials are owned by or licensed to Brainiac® and are protected by applicable intellectual-property laws.

Brainiac® grants enrolled users a limited, personal, nonexclusive, nontransferable, and revocable right to use materials supplied for the tutee's own educational participation. Materials may not be sold, posted publicly, uploaded to file-sharing or artificial-intelligence training services, copied for unrelated users, removed from branded form, altered to misrepresent authorship, or used commercially without written permission.

14. User Materials and Acceptable Use

Users may provide school assignments, assessment responses, writing samples, screenshots, portal information, and other materials needed for tutoring. The user represents that they are authorized to share those materials for the requested educational purpose. Brainiac® receives a limited permission to access, reproduce, annotate, and use the materials only as reasonably necessary to provide and administer the Services.

Users may not use the website, portals, sessions, or communications to:

- violate a law, school rule, testing rule, intellectual-property right, privacy right, or another person's rights;
- threaten, harass, discriminate against, exploit, or engage in inappropriate conduct toward a tutee, tutor, family member, applicant, contractor, or staff member;
- seek a tutor's private contact information, solicit off-platform services in violation of an applicable agreement, or recruit Brainiac® families or team members;

- introduce malware, attempt unauthorized access, scrape or copy protected content, interfere with systems, or misuse account credentials;
- record, photograph, publish, livestream, or distribute a tutoring session or another person's image, voice, or information without authorization; or
- use Brainiac® materials or Services to cheat, impersonate another person, falsify academic work, or misrepresent results.

15. Suspension, Tutor Changes, and Discontinuation

Brainiac® may change a tutor, schedule, service format, platform, curriculum resource, or operational procedure when reasonably necessary. Brainiac® may pause, refuse, or discontinue Services for nonpayment, repeated nonparticipation, unsafe conditions, inappropriate conduct, misuse of materials or systems, misrepresentation, lack of required supervision, inability to provide suitable staffing, or a material violation of these Terms or another applicable policy.

When Brainiac® discontinues paid Services for reasons not caused by the user, Brainiac® will review any remaining paid session time under the applicable payment policy and law. Rollover credits remain nonrefundable and expire as stated in Section 9.4.

16. Disclaimers and No Guarantee of Results

The Services are provided on an "as available" basis for educational support. To the fullest extent permitted by law, Brainiac® does not make an express or implied guarantee of a particular grade, test score, course completion, school placement, admission decision, scholarship, promotion, graduation, credit award, behavioral outcome, or other academic result.

Results depend on many factors outside Brainiac®'s control, including attendance, participation, practice, school requirements, prior knowledge, health, technology, teacher decisions, and the accuracy and completeness of information supplied by the family or tutee.

Brainiac® does not guarantee that the website, portals, approved third-party platforms, school systems, or digital resources will be uninterrupted, error-free, secure from every threat, or compatible with every device. Nothing in these Terms excludes a warranty or right that cannot legally be excluded.

17. Limitation of Liability

To the fullest extent permitted by law, Brainiac®, its owners, employees, tutors, contractors, and agents will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages; loss of data; loss of educational opportunity; loss of profit; or claims arising from a third-party platform, school system, internet provider, or user-supplied material.

To the fullest extent permitted by law, Brainiac®'s aggregate liability for a claim arising from the Services will not exceed the amount paid to Brainiac® for the specific Services giving rise to the claim during the three months preceding the event. This limitation does not apply where prohibited by law or to liability that cannot legally be limited.

18. Indemnification

To the extent permitted by law, an adult user agrees to defend, indemnify, and hold Brainiac® and its personnel harmless from third-party claims, losses, and reasonable expenses arising from the user's unlawful conduct, material breach of these Terms, unauthorized sharing of materials or account access, infringement of another person's rights, or misrepresentation of authority to enroll or act for a tutee. This section does not require indemnification for Brainiac®'s own unlawful conduct.

19. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Michigan, without regard to conflict-of-law principles, except when another jurisdiction's law must apply. Before filing a formal claim, the parties are encouraged to provide written notice of the concern and make a good-faith effort to resolve it through direct communication.

Unless applicable law requires another forum, a legal action relating to these Terms or the Services must be brought in a court with jurisdiction in Michigan. Nothing in this section prevents either party from seeking emergency relief or using a small-claims process when legally available.

20. Changes to These Terms

Brainiac® may revise these Terms to reflect changes in Services, pricing structures, technology, law, safety practices, or operations. The revised version will state a new revision date and may be posted on the website or communicated by email, portal message, text message, or another reasonable method. Material changes will apply prospectively unless law permits or requires otherwise.

Continued use of the Services after the effective date of revised Terms constitutes acceptance of the revised Terms. A user who does not accept a material revision may discontinue future Services, subject to payment obligations and policies already in effect.

21. Severability, Waiver, and Entire Agreement

If a provision of these Terms is found unenforceable, the remaining provisions remain in effect and the unenforceable provision will be applied to the greatest extent legally permitted. A failure to enforce a provision is not a waiver of that provision or any later violation.

These Terms, together with the Privacy Policy, applicable enrollment or service agreement, payment policy, and written program-specific terms, form the agreement governing the Services. When documents conflict, the more specific written term for the particular Service or transaction controls, unless prohibited by law.

Contact Us

Questions about this Terms of Use or requests concerning Brainiac® services may be directed to:

Business	Brainiac® In-Home Tutoring
Email	brainiactutoring2006@brainiactutor.com
Phone	248.242.7733
Mail	12245 Beech Daly, Unit 40702, Redford, MI 48240, Attn: Team Brainiac

Website: www.brainiactutor.com