Braintrust Tutors Inc.
Terms of Use

Effective Date: October 5, 2026

These Terms of Use (the "Terms") govern access to and use of the websites, applications, technology platforms, content, products, and services made available by Braintrust Tutors Inc., a Delaware corporation ("Braintrust," "we," "us," or "our"), including www.braintrusttutors.com (the "Website"), as well as certain communications and interactions with Braintrust as expressly described in these Terms.

Braintrust provides educational products and services through two distinct offerings:

- **Marketplace.** Braintrust operates a marketplace through which families and students seeking tutoring and other educational services may identify and engage independent tutors (the "Marketplace"); and

- **School & District Services.** Braintrust provides schools, school districts, educational organizations, and other institutional customers with educational products and services, including Braintrust's High Impact Tutoring program ("HIT"), Braintrust's Spark platform and curriculum ("Spark"), professional services, and other related offerings (collectively, "School & District Services").

The Website, Marketplace, School & District Services, and the technology platforms through which they are made available are collectively referred to as the "Services."

These Terms establish the general terms applicable to the Services. Certain provisions apply only to Marketplace users or only to School & District Services, as expressly stated below.

BY ACCESSING OR USING THE SERVICES, CREATING AN ACCOUNT, PURCHASING OR PROVIDING SERVICES THROUGH THE MARKETPLACE, SUBMITTING OR ACCEPTING AN ORDER FOR SCHOOL & DISTRICT SERVICES, OR OTHERWISE USING THE SERVICES, YOU EXPRESSLY AGREE TO BE BOUND BY THESE TERMS.

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

1. Other Agreements; Order of Preference

Braintrust may enter into a master services agreement, order form, data privacy agreement, provider agreement, tutor agreement, or other written agreement with a school, school district, educational organization, tutor, customer, or other party (each, a "Separate Agreement").

If a Separate Agreement applies to your use of the Services, these Terms and the Separate Agreement will be read together. If there is a conflict between these Terms and a Separate Agreement, the Separate Agreement will control with respect to the subject matter of the conflict.

A purchase order, procurement document, vendor registration, portal submission, or similar document issued or required by a customer does not modify these Terms or constitute a Separate Agreement merely because Braintrust accepts the purchase order, provides Services, submits an invoice, or completes the customer's administrative or procurement process. Any additional or different terms contained in such a document will apply only if Braintrust expressly agrees to those terms in writing.

If you are a tutor providing services through HIT or another School & District Service pursuant to a separate agreement with Braintrust, that agreement governs your relationship with Braintrust and controls over these Terms in the event of a conflict.

Unless a Separate Agreement expressly provides otherwise, these Terms govern the applicable Services.

2. Eligibility; Accounts

You must have the legal capacity to agree to these Terms on your own behalf or, where applicable, on behalf of an organization or a minor receiving Services.

If you access or use the Services on behalf of a school, school district, company, or other organization, you represent that you are authorized to do so.

Certain Services require an account. You agree to provide accurate and complete information, maintain the accuracy of that information, keep your login credentials confidential, not permit unauthorized persons to use your account, and promptly notify Braintrust of suspected unauthorized access or a security breach.

You are responsible for activity conducted through your account to the extent permitted by applicable law.

Children under 13 may not independently create an account or purchase, schedule, or arrange Services. Services provided to minors must be arranged or authorized by a parent, legal guardian, school, school district, or other person or entity legally authorized to do so.

PART I — MARKETPLACE

3. The Marketplace

The Marketplace enables individuals seeking tutoring or educational services, including parents, legal guardians, and students (“Marketplace Customers”), to identify and engage individuals seeking to provide tutoring or educational services (“Marketplace Tutors”).

Marketplace Customers and Marketplace Tutors are collectively “Marketplace Users.”

Braintrust provides the technology and related services that facilitate Marketplace transactions, which may include tutor profiles, introductions, communications, scheduling, payment administration, and other marketplace functionality.

Marketplace Tutors are independent businesses and are not employees of Braintrust. Except where Braintrust expressly agrees otherwise in writing, Braintrust does not employ or engage Marketplace Tutors to provide tutoring services to Marketplace Customers. The tutoring relationship is between the Marketplace Customer and the Marketplace Tutor.

Nothing in these Terms creates an employment, partnership, joint venture, franchise, fiduciary, or agency relationship between Braintrust and a Marketplace User.

4. Marketplace Tutors

Marketplace Tutors determine and are responsible for the manner and methods by which they provide tutoring services, subject to arrangements made with the applicable Marketplace Customer and applicable law.

Each Marketplace Tutor represents that the Tutor has the qualifications, experience, authority, licenses, permissions, and legal eligibility necessary to provide the services offered through the Marketplace and that information supplied to Braintrust or Marketplace Customers regarding the Tutor's identity, experience, qualifications, availability, and services is accurate.

Marketplace Tutors are responsible for their own equipment, expenses, taxes, insurance, licenses, and other requirements associated with operating their independent businesses except to the extent Braintrust expressly agrees otherwise in writing.

A Marketplace Tutor has no authority to bind Braintrust or make representations or commitments on Braintrust's behalf.

5. Marketplace Customers

Marketplace Customers are responsible for selecting a Marketplace Tutor appropriate for their needs.

Braintrust may provide tutor profiles and information concerning a Tutor's education, experience, qualifications, availability, rates, reviews, screening, or other characteristics. Marketplace Customers should independently evaluate the Tutor they select.

Where the student receiving tutoring is a minor, the student's parent or legal guardian is responsible for determining the level of adult supervision appropriate for tutoring sessions and for providing a safe and appropriate environment for any in-person tutoring.

6. Screening and Background Information

Braintrust may require or facilitate background checks, identity verification, credential verification, sex-offender registry searches, or other screening of Marketplace Tutors through third-party providers.

Any screening is subject to the limitations of the information and databases available to Braintrust and its providers. Screening is not a guarantee of a person's character, suitability, conduct, qualifications, or future behavior.

Marketplace Users remain responsible for exercising appropriate judgment and precautions when interacting with other Marketplace Users.

Nothing in this Section authorizes Braintrust to obtain a consumer report where separate disclosure, authorization, or other procedures are required by applicable law. Braintrust will follow applicable legal requirements when it obtains such a report.

7. Marketplace Fees and Payment

Marketplace Customers agree to pay the fees and charges applicable to tutoring or other educational services purchased through the Marketplace.

Applicable rates, fees, and charges will be displayed through the Marketplace or otherwise communicated in connection with the applicable services.

Marketplace Customers authorize Braintrust and its payment processors to charge the payment method provided for amounts properly due in connection with Marketplace transactions and agree to maintain accurate and valid payment information.

Braintrust may collect amounts from Marketplace Customers and remit applicable amounts to Marketplace Tutors, less any fees, commissions, charges, refunds, adjustments, or other amounts properly payable to Braintrust.

Marketplace Tutors agree that the compensation displayed or otherwise communicated in connection with Marketplace services constitutes the applicable compensation unless otherwise agreed by Braintrust in writing.

8. Cancellations, Rescheduling and Refunds

Marketplace tutoring sessions are subject to the cancellation, rescheduling, refund, and missed-session policies displayed through the Marketplace or otherwise communicated by Braintrust at the time of booking or purchase.

Marketplace Users agree to comply with those policies. Braintrust may charge for late cancellations or missed sessions in accordance with the applicable policy.

9. Non-Circumvention

The Marketplace depends upon Braintrust's investment in identifying, recruiting, screening, introducing, matching, supporting, and administering relationships between Marketplace Customers and Marketplace Tutors.

Marketplace Users introduced to one another through Braintrust may not circumvent Braintrust for the purpose of avoiding fees or other amounts payable to Braintrust.

Unless Braintrust expressly agrees otherwise in writing, a Marketplace Customer and Marketplace Tutor introduced, matched, or identified through Braintrust must conduct tutoring-related transactions with one another through Braintrust for so long as the Marketplace remains available to facilitate those transactions.

Marketplace Tutors may not use a relationship, introduction, or information obtained through the Marketplace to solicit or accept tutoring or educational business directly from a Marketplace Customer, student, parent, family member, or other person introduced through Braintrust in circumvention of Braintrust.

Marketplace Customers similarly agree not to engage or pay a Marketplace Tutor introduced through Braintrust outside the Marketplace for the purpose of avoiding amounts payable to Braintrust.

A violation of this Section may cause Braintrust to suffer damages, including lost revenue and reasonable enforcement costs, for which the violating Marketplace User may be responsible to the extent permitted by law.

10. Academic Honesty

The Marketplace is intended to facilitate learning, not cheating.

Marketplace Users may not use the Services to engage in or assist with academic dishonesty, including taking an examination or quiz for another person, completing work that a student is required to complete independently, or otherwise providing or obtaining assistance in violation of the applicable educational institution's academic-integrity requirements.

11. Marketplace Relationships and Educational Outcomes

Braintrust does not control the day-to-day tutoring methods of Marketplace Tutors and does not guarantee the quality, suitability, availability, conduct, or performance of any Marketplace User.

Braintrust does not guarantee any particular grade, test score, admission decision, academic improvement, educational result, or other outcome from tutoring services.

Marketplace Users are responsible for their interactions with one another and should take reasonable precautions in connection with online and in-person interactions.

PART II — SCHOOL & DISTRICT SERVICES

12. School & District Services

Braintrust provides School & District Services to schools, school districts, educational organizations, government entities, and other institutional customers (“Schools”).

School & District Services may include:

- **HIT,** through which Braintrust provides high-impact tutoring and related instructional services using tutors engaged by Braintrust;
- **Spark,** through which Braintrust licenses its technology platform, curriculum, instructional resources, and related materials for use by authorized students, educators, and administrators; and

- professional development, implementation, training, reporting, and other educational or professional services agreed between Braintrust and a School.

The specific Services purchased by a School, including applicable sites, students, subjects, quantities, schedules, term, pricing, and other commercial terms, may be stated in a Braintrust proposal, quote, order form, purchase order accepted by Braintrust, statement of work, invoice, or other written ordering document (an "Order").

If an Order does not specify a particular term, the applicable Services will continue for the period reasonably necessary to provide the Services reflected in the Order, subject to these Terms.

13. School Responsibilities

Each School will designate appropriate administrators, maintain accurate student and user information, protect login credentials, and ensure that the Services are used only by authorized users for the School's educational purposes.

The School is responsible for providing devices, internet access, facilities, scheduling, staffing, and other resources reasonably necessary to receive and use the Services except to the extent an Order or Separate Agreement expressly assigns responsibility to Braintrust.

The School will obtain notices, consents, permissions, and authorizations required for its personnel and students to participate in or use the Services and will comply with applicable law and School policies.

For HIT, the School will provide timely student rosters and scheduling information, suitable instructional space and reasonable site access where applicable. Except during instructional activities directly provided by a Braintrust Tutor, the School remains responsible for student discipline, transportation, health, emergency response, and supervision unless otherwise agreed in writing.

For Spark, the School is responsible for selecting, hiring or engaging, assigning, supervising, evaluating, and compensating the educators who use Spark to provide instruction or student support ("Authorized Educators"). Braintrust's provision of Spark, training, professional development, curriculum, or support does not make an Authorized Educator an employee, contractor, or agent of Braintrust.

14. School Fees & Payment

The fees for School & District Services will be stated in the applicable Order or Separate Agreement.

HIT pricing may be calculated on a per-session, per-hour, program, or other stated basis. Spark pricing may be calculated on a per-student, per-subject, package, site, annual, or other stated basis. Separate charges may apply to professional development, implementation, additional services, or other items.

Unless the applicable Order or Separate Agreement expressly provides otherwise, fees are invoiced and payable in full in advance of the applicable service term. Braintrust may condition activation or continued access to Services on receipt of payment.

All amounts are payable in U.S. dollars. Except as expressly provided in these Terms or a Separate Agreement, fees are non-refundable.

School is responsible for applicable taxes, duties, or governmental assessments arising from its purchase of Services, excluding taxes based on Braintrust's net income.

If a School purchases additional sessions, licenses, subjects, professional development, implementation, or other Services, additional fees will apply in accordance with the applicable pricing or other written agreement between the parties.

15. HIT Cancellations

Unless otherwise stated in an Order or Separate Agreement, a School must provide at least twenty-four (24) hours' advance notice to cancel or reschedule a scheduled HIT session.

Sessions canceled with less than twenty-four (24) hours' notice are subject to the full applicable session fee.

Sessions canceled with at least twenty-four (24) hours' notice may be rescheduled by mutual agreement or the applicable session fee will be waived.

16. School License and Use Restrictions

During the applicable paid service term, Braintrust grants the School a limited, non-exclusive, non-transferable, non-sublicensable right to permit its authorized students, Authorized Educators, and administrators to access and use Braintrust's technology platform, curriculum, content, documentation, and related materials ("Braintrust Materials") solely for the School's internal educational purposes and within the quantities, subjects, sites, programs, and other scope purchased by the School.

The School will not, and will not permit its employees, agents, contractors, Authorized Educators, or other users to:

- resell, sublicense, distribute, or commercially exploit Braintrust Materials;
- copy or reproduce Braintrust curriculum or materials except as reasonably necessary to instruct authorized students or provide legally required accessibility accommodations;
- reverse engineer, decompile, disassemble, or attempt to derive source code or underlying technology from a Braintrust platform;
- bypass access controls or use the Services beyond the purchased or licensed scope;
- remove proprietary notices; or
- use Braintrust curriculum, materials, or outputs to develop, train, fine-tune, or evaluate an artificial-intelligence or machine-learning model or input such materials into a generative artificial-intelligence tool to create derivative, adapted, or substitute instructional materials without Braintrust's prior written approval.

Upon expiration or termination of the applicable Services, the School will cease using and, where applicable, delete or destroy copies of Braintrust curriculum and materials except as otherwise authorized by Braintrust.

Braintrust and its licensors retain all right, title, and interest in Braintrust Materials. No ownership rights are transferred to the School.

17. School Data and Student Privacy

As between Braintrust and a School, the School retains its rights in information and data submitted to or collected through the Services by or on behalf of the School, its students, or Authorized Educators ("School Data").

The School represents that it has the rights and permissions necessary for Braintrust to process School Data as necessary to provide the Services.

Braintrust may access, process, store, and use personally identifiable School Data solely to provide, secure, administer, and support the Services and comply with law.

Braintrust will not use personally identifiable School Data to develop, train, evaluate, or improve an artificial-intelligence or machine-learning model, except as specifically requested by the School to provide the applicable Services, or for advertising, marketing, or profiling.

Braintrust may use aggregated or de-identified information that does not identify the School, students, or individual users for analytics, reporting, product improvement, research, and other lawful purposes consistent with Braintrust's Privacy Policy and any applicable Separate Agreement, provided Braintrust will not attempt to re-identify information that has been de-identified.

Each party will comply with applicable student-privacy and data-protection laws in connection with the Services. To the extent applicable, Braintrust will act as a school official with a legitimate educational interest under the Family Educational Rights and Privacy Act (FERPA) and applicable state student-privacy laws.

If Braintrust and the School enter into a data privacy agreement or data processing addendum, that agreement will control in the event of a conflict concerning privacy, security, or processing of School Data.

18. SMS Terms of Service

The following terms apply to SMS messages sent in connection with Braintrust's recruiting activities and are in addition to the other applicable provisions of these Terms.

When you opt in to receive SMS messages, Braintrust Tutors may send you messages related to your job application, including updates, interview coordination, and other recruiting communications.

You can cancel the SMS service at any time by replying with any of the following industry-standard keywords:

- STOP
- STOPALL
- OPTOUT
- CANCEL
- END
- QUIT
- UNSUBSCRIBE
- REVOKE

After you opt out, we may send one final text message confirming your unsubscribe. We will not send any further recruiting SMS messages unless you opt in again.

To opt back in, reply with any of the following industry-standard keywords:

- START
- UNSTOP
- YES

For help, reply HELP or contact Braintrust Tutors at recruiting@braintrusttutors.com.

Carriers are not liable for delayed or undelivered messages.

Message and data rates may apply. Message frequency may vary. Contact your wireless provider for details. For more information on how we handle your data, please review our Privacy Policy.

PART III — TERMS APPLICABLE GENERALLY

19. Acceptable Use

You may use the Services only for lawful and authorized purposes.

You may not:

- provide any third party with unauthorized access to the Services;
- copy, reproduce, modify, distribute, sell, lease, sublicense, or commercially exploit the Services or Braintrust Materials except as expressly authorized;
- reverse engineer, decompile, disassemble, or attempt to derive source code or underlying technology;
- circumvent security, authentication, access-control, or usage restrictions;
- interfere with the operation, integrity, availability, or security of the Services;
- introduce viruses, malware, malicious code, or other harmful technology;

- access or extract data through unauthorized automated means, including scraping, crawling, bots, or similar technologies;
- impersonate another person or misrepresent your identity, qualifications, or affiliation;
- upload or transmit material that is unlawful, fraudulent, infringing, defamatory, threatening, harassing, obscene, or otherwise violates another person's rights;
- use the Services to harm, exploit, threaten, harass, or unlawfully discriminate against another person;
- use another person's account or permit unauthorized use of your account;
- use the Services in violation of applicable law; or
- use the Services for any unauthorized purpose.

Braintrust may investigate suspected violations and may remove content or restrict, suspend, or terminate access where reasonably necessary.

20. Braintrust Intellectual Property

The Website, Braintrust platforms, software, technology, databases, workflows, interfaces, trademarks, service marks, logos, curriculum, lesson materials, documentation, reports, text, graphics, and other materials provided by Braintrust are owned by Braintrust or its licensors and protected by applicable intellectual-property laws.

Except for the limited rights expressly granted under these Terms or a Separate Agreement, no right, title, or interest in Braintrust's intellectual property is transferred to any user.

“Braintrust,” Braintrust's logos, and other Braintrust names and marks may not be used without Braintrust's prior written permission.

21. User Content and Feedback

You retain ownership of original content that you submit through the Services to the extent you own that content.

You grant Braintrust a non-exclusive, worldwide, royalty-free license to host, store, reproduce, process, transmit, display, and otherwise use such content to the extent reasonably necessary to operate, administer, provide, secure, and support the applicable Services.

This license does not expand Braintrust's rights with respect to School Data, student educational records, or other information governed by Section 17, Braintrust's Privacy Policy, applicable law, or a Separate Agreement.

If you voluntarily provide Braintrust with comments, ideas, suggestions, recommendations, or other feedback concerning the Services, Braintrust may use, modify, incorporate, and commercialize that feedback without restriction or compensation, provided Braintrust does not thereby acquire rights in School Data or other confidential information.

22. Confidentiality

Through use of the Services, a user may receive non-public business, technical, educational, financial, pricing, product, program, or other information belonging to Braintrust or another party that reasonably should be understood to be confidential (“Confidential Information”).

A recipient will use Confidential Information only for the purposes for which it was provided, protect it using reasonable care, and not disclose it except as authorized or required by law.

Confidential Information does not include information that the recipient can demonstrate was lawfully known without restriction, becomes public through no breach of these Terms, is lawfully received from another source without confidentiality obligations, or is independently developed without use of the Confidential Information.

Nothing in this Section modifies confidentiality obligations contained in a Separate Agreement.

23. Privacy

Braintrust's collection, use, and disclosure of personal information are described in Braintrust's Privacy Policy, available through the Website.

Use of School Data and student information is additionally governed by Section 17 and any applicable data privacy agreement or Separate Agreement.

24. Third-Party Services

The Services may link to or interoperate with websites, applications, payment processors, products, or services operated by third parties.

Braintrust does not control third-party services and is not responsible for their availability, content, acts, omissions, privacy practices, or terms. Your use of a third-party service may be governed by separate terms between you and that provider.

25. Service Changes; Suspension; Termination

Braintrust may modify, update, enhance, replace, add, or discontinue features of the Services from time to time.

Braintrust may restrict or suspend access where reasonably necessary to protect the security or integrity of the Services; perform maintenance; investigate suspected fraud, misconduct, or violations of these Terms; comply with applicable law; address nonpayment; or protect Braintrust, a School, student, Tutor, Marketplace User, or other person.

Braintrust may terminate a user's access for a material violation of these Terms or where continued access creates a material legal, security, safety, or operational risk.

For paid School & District Services, termination and refunds are governed by any applicable Separate Agreement. In the absence of a Separate Agreement, either party may terminate for the other party's material breach if the breach remains uncured thirty (30) days after written notice. If a School terminates for Braintrust's uncured material breach, Braintrust will refund prepaid fees allocable to Services not provided after termination. Termination does not eliminate payment obligations accrued before termination.

26. Warranties and Disclaimers

Braintrust warrants that School & District Services will be provided in a professional manner and that Braintrust's technology platform will materially conform to applicable documentation during the paid service term. In the absence of a different remedy under a Separate Agreement, the School's exclusive remedy for breach of this warranty is for Braintrust to use commercially reasonable efforts to correct the nonconformity or reperform the affected Services and, if Braintrust cannot do so, terminate the affected Services and refund prepaid fees allocable to the unused portion.

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS OR A SEPARATE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND BRAINTRUST MATERIALS ARE PROVIDED “AS IS” AND “AS AVAILABLE.” BRAINTRUST DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Braintrust does not warrant that the Services will be uninterrupted, error-free, or available at all times.

Braintrust does not warrant any particular student outcome, academic result, test score, level of performance, or other educational result.

With respect to the Marketplace, Braintrust does not warrant the conduct, suitability, quality, availability, or performance of Marketplace Users or tutoring services provided by Marketplace Tutors.

Nothing in these Terms excludes a warranty, right, or remedy that cannot lawfully be excluded.

27. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BRAINTRUST AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, REVENUES, BUSINESS OPPORTUNITIES, DATA, OR GOODWILL, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES, REGARDLESS OF THE FORM OF ACTION AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITH RESPECT TO MARKETPLACE USERS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, BRAINTRUST'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE MARKETPLACE OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS PAID BY THE APPLICABLE MARKETPLACE USER TO BRAINTRUST DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) $100.

WITH RESPECT TO A SCHOOL'S USE OR PURCHASE OF SCHOOL & DISTRICT SERVICES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, BRAINTRUST'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THE APPLICABLE SERVICES WILL NOT EXCEED THE LESSER OF (A) THE TOTAL FEES PAID OR PAYABLE BY THE SCHOOL TO BRAINTRUST FOR THE APPLICABLE SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) $1,000,000.

The School limitation above does not apply to Braintrust's gross negligence or willful misconduct or to liability that cannot lawfully be limited.

If a Separate Agreement contains a different limitation of liability applicable to a claim, the Separate Agreement controls.

28. Indemnification

28.1 Marketplace Users
To the extent permitted by law, each Marketplace User will defend, indemnify, and hold harmless Braintrust and its affiliates, officers, directors, employees, and agents from third-party claims, losses, liabilities, damages, costs, and reasonable attorneys' fees arising from or relating to:

- the Marketplace User's tutoring services or interactions with another Marketplace User;
- the Marketplace User's breach of these Terms;
- the Marketplace User's violation of law;
- the Marketplace User's negligence, fraud, or willful misconduct;
- content supplied by the Marketplace User that infringes or violates another person's rights; or
- bodily injury, property damage, or other harm caused by the Marketplace User.

28.2 Schools
Braintrust will defend, indemnify, and hold harmless a School and its board members, officers, employees, and agents from a third-party claim, and resulting losses, damages, fines, penalties, and reasonable attorneys' fees, arising from:

- an allegation that Braintrust's technology platform, curriculum, or materials infringe or misappropriate a third party's intellectual-property rights; or
- Braintrust's breach of its confidentiality, security, privacy, or School Data obligations, including unauthorized access to or disclosure of School Data in Braintrust's custody.

To the extent permitted by applicable law and subject, where applicable, to the availability of lawfully appropriated funds, the School will defend, indemnify, and hold harmless Braintrust from third-party claims and resulting losses, damages, and reasonable attorneys' fees arising from the unauthorized copying, reproduction, distribution, or misappropriation of Braintrust Materials by the School or its employees, agents, contractors, or Authorized Educators.

If a Separate Agreement contains an applicable indemnification provision, that provision controls.

29. Dispute Resolution

29.1 Informal Resolution
Before commencing arbitration or litigation under this Section, the parties will provide reasonable written notice of the dispute and attempt in good faith to resolve it informally.

29.2 Marketplace and Other Individual Users
Except for claims properly brought in small claims court and requests for temporary or injunctive relief, any dispute between Braintrust and a Marketplace User or other individual user arising out of or relating to these Terms or the Services will be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under the AAA rules applicable to the dispute.

The Federal Arbitration Act governs this arbitration provision.

Claims must be brought on an individual basis. To the extent permitted by law, neither Braintrust nor the user may participate as a plaintiff or class member in a class, collective, consolidated, or representative proceeding against the other.

The parties waive the right to have a dispute subject to arbitration decided by a judge or jury.

29.3 Schools
Any dispute between Braintrust and a School arising out of or relating to School & District Services will be resolved by binding arbitration before a single arbitrator administered by the AAA under its Commercial Arbitration Rules, seated in the county and state in which the School is located, except to the extent arbitration is prohibited or rendered unenforceable by applicable law, in which case the dispute will be resolved in a court of competent jurisdiction located in that county and state.

Either party may seek temporary or preliminary injunctive relief in a court of competent jurisdiction to protect confidential information, intellectual property, data, or platform security.

29.4 Separate Agreements
If a Separate Agreement contains a dispute-resolution provision applicable to a dispute, that provision controls.

30. Governing Law

For Marketplace Users and other users not receiving School & District Services, these Terms are governed by the laws of the State of New York, without regard to conflict-of-laws principles, except to the extent applicable law requires otherwise.

For a School receiving School & District Services, these Terms are governed by the laws of the state in which the School is located, without regard to conflict-of-laws principles.

If a Separate Agreement contains a different governing-law provision applicable to the relationship, that provision controls.

31. Electronic Communications

You consent to receive agreements, notices, disclosures, invoices, and other communications electronically, including through the Services or by email.

Electronic acceptance of these Terms or another agreement, including through a click-through acceptance mechanism, has the same force and effect as a handwritten signature to the extent permitted by applicable law.

32. Changes to These Terms

Braintrust may amend these Terms from time to time by posting updated Terms on the Website and updating the Effective Date.

Changes will apply prospectively. If required by applicable law, Braintrust will provide additional notice or obtain affirmative acceptance before a material change becomes effective.

A change to these Terms will not modify a Separate Agreement unless that Separate Agreement expressly permits modification in that manner.

33. Assignment

You may not assign or transfer your rights or obligations under these Terms without Braintrust's prior written consent.

Braintrust may assign these Terms to an affiliate or in connection with a merger, acquisition, corporate reorganization, financing, or sale of all or substantially all of its assets or business.

A Separate Agreement may establish different assignment rights for the parties to that agreement.

34. Force Majeure

Neither Braintrust nor, with respect to School & District Services, the applicable School will be liable for delay or failure to perform caused by circumstances beyond its reasonable control, including severe weather, natural disasters, war, terrorism, civil unrest, school closures, emergencies, governmental actions, labor disruptions, public-health emergencies, power failures, internet or telecommunications outages, or failures of third-party service providers.

The affected party will use reasonable efforts to resume performance as practicable.

35. Waiver; Severability

A failure to enforce a provision of these Terms does not waive that provision or the right to enforce it later.

If a provision is held invalid or unenforceable, it will be modified to the minimum extent necessary to make it enforceable where permitted by law, and the remaining provisions will remain in effect.

36. No Third-Party Beneficiaries

Except as expressly provided in these Terms, these Terms are for the benefit of Braintrust and the applicable user or customer and do not create rights in any third party.

37. Entire Agreement

These Terms, together with any applicable Separate Agreement and the applicable ordering documents expressly incorporated into either, constitute the agreement between Braintrust and the applicable party concerning the subject matter they govern.

These Terms do not supersede a Separate Agreement. The order-of-precedence rules in Section 1 apply to any conflict.

38. Survival

Provisions concerning payment obligations, non-circumvention, intellectual property, confidentiality, privacy and data obligations that by their nature survive, disclaimers, limitation of liability, indemnification, dispute resolution, governing law, and other provisions that by their nature should survive will survive expiration or termination.

39. Contact Us

Questions regarding these Terms may be directed to:

Braintrust Tutors Inc.
Attn: Legal Department
100 Vandam St, Ste 5a, New York, NY 10013
Email: support@braintrusttutors.com