

# Tutor Payment Policies

By registering to be listed as a tutor on the Braintrust website (“site”) at [www.braintrusttutors.com](http://www.braintrusttutors.com), you (“tutor”) agree that the following terms and conditions will govern all payments made to you by students through the Braintrust system.

## ***Conditions for guaranteeing receipt of payment for student sessions***

Braintrust is a marketplace for those seeking specialty tutoring services to connect with those seeking to provide specialty tutoring services. Braintrust also provides a service to its users whereby payments will be distributed to tutors that originate from their students. Braintrust offers tutors a layer of protection in the collection of their funds but, if any of the following conditions are not met and Braintrust becomes unable to facilitate the processing of your payment from the student, parent, or other type of account holder (collectively, “student”) to whom you gave a session, Braintrust cannot guarantee that your payment will be successfully distributed to you:

- a) The tutor has established a valid Stripe, Inc. (“Stripe”) account. Braintrust has partnered with Stripe for processing and distributions of payments from students for matches made through the site. Before accepting sessions with a student, Braintrust will ask tutors to create a Stripe account that is connected to the Braintrust platform. As part of the process of creating the Stripe account, each tutor will be asked to provide his/her personal or entity name, bank account information, Social Security number (SSN) or Federal Employer Identification Number (FEIN), date of birth, address and/or other information necessary for Stripe to facilitate payment.
- b) Prior to each session being given, the student has on file with Braintrust a valid form of payment. This includes a valid credit or debit card. The tutor can view the status of the student's payment through the tutor's Braintrust and Stripe accounts.
- c) The information pertaining to the session is accurate. This includes the start and end time, duration, subject and student account name. Unless otherwise agreed to by the tutor and student, the scheduled start and end time will be considered to be the times of the actual tutoring session.
- d) The tutor's services are instructive and constitute learning, not cheating. More specifically, the tutor is not to complete assignments, write papers, take quizzes or otherwise do work on the student's behalf. Further, the services that the tutor offers must not violate the academic honesty policy or other conduct policies of the student's academic institution or workplace.
- e) The tutor submits a session report through the Braintrust platform (or assesses a cancellation fee consistent with the public display on the tutor's profile). Tutors will be prompted to submit reports within thirty-six (36) hours of each session.
- f) The tutor does not collect or request payment directly from the student by cash, check or otherwise, for the session. All amounts tutors charge to students who retain them through the Braintrust platform must be processed through the Braintrust platform.
- g) For cancellation fees assessed to a student, the cancellation penalty is consistent with the public display on the tutor's profile. All payments for session cancellations are subject to the standard 10% platform fee.
- h) The tutor is over 18 years old and is eligible to work in the United States.

## ***Timing and delivery of payments***

The time between when the funds are paid by the student and made available to the tutor by the tutor's bank is controlled by Stripe, not by Braintrust. However, if all the *Conditions for guaranteeing receipt of payment for student sessions* are met, tutors can expect to receive their funds into their Stripe accounts in real-time upon payment by the student, and for the funds to be distributed by Stripe into their bank account via direct deposit generally in two business days.

Although tutor payments are processed directly through Stripe, Braintrust may make special arrangements with tutors in which payments are processed through Braintrust. Even though the burden to report 1099 income and meet other state-level reporting requirements remains with the student who is hiring and retaining you, Braintrust may offer this filing service in such circumstances. To complete these filings, Braintrust needs to have a valid IRS Form W-9. Therefore, in such circumstances, prior to payments being made, Braintrust may ask tutors to complete, sign and submit to Braintrust such form. Such payments will be withheld by Braintrust until Form W-9 is received, and the withheld payment amounts will be released thereafter, as agreed between Braintrust and the tutor.

***Calculation of tutor payment amounts***

Braintrust allows tutors to set their own hourly rates for their tutoring sessions, and to change them at any time.

All tutors agree to a flat 10% platform fee. The fee will apply to sessions with all students for sessions that are submitted on or after August 1, 2020. This means that 90% of your submitted hourly rate, less any additional fees described herein, will be distributed to you. Braintrust suggests tutors consider this fee when setting their hourly rates.