

Terms of Use

These Terms of Use (“Terms”) govern your use of the Braintrust Tutors Inc. (“Braintrust”) website (“Site”) at www.braintrusttutors.com, any mobile device or online application, any other engagement with Braintrust or its Users (as herein defined), or any other means provided or authorized by Braintrust (collectively, the “Services”). Please read these Terms before using or continuing to use the Site and/or engage with Braintrust and/or its Users. Do not agree to the Terms unless you both fully understand and accept each provision. **By using or continuing to use the Site and/or engage with Braintrust and/or its Users, you represent and warrant that you understand, agree to, and accept all terms and conditions contained in these Terms.**

1. General terms

Braintrust provides the Services to Users seeking tutoring services for their children or legal guardians (“Parents”) or for themselves (“Students”) and to Users seeking to provide tutoring services (“Tutors”), and to any other entity on whose behalf Users accept these Terms. The term “you” or “You” or “User” or “Users” shall refer to Parents, Students, Tutors or any person or entity who views, uses, accesses, or browses any content on, and/or creates, uploads, posts, sends, receives or stores content to the Site and/or Services. These Terms are entered into by and between Braintrust and you, and you accept them by: (a) accessing or viewing the content of the Site and/or Services; (b) contracting for tutoring lessons through the Site and/or Services; (c) registering as a tutor or providing tutoring lessons through the Site and/or Services; (d) using the Site and/or Services in any other manner; and/or (e) acknowledging agreement with these Terms. **If you do not agree to these Terms, do not use the Site and/or Services.**

To the extent that anything in or associated with the Site and/or Services is in conflict or inconsistent with these Terms, the Terms shall control. Any express waiver or failure to exercise promptly any right under the Terms will not create a continuing waiver or any expectation of non-enforcement. If any provision of the Terms is held invalid by any law or regulation of any government, or by any court or arbitrator, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the Terms will remain in full force and effect.

2. Privacy Policy

Please refer to the Braintrust Privacy Policy at www.braintrusttutors.com/privacy-policy for information on how Braintrust collects, uses and discloses information about you.

3. Services

The Site and Services offer a marketplace for those seeking tutoring services to connect with those seeking to provide tutoring services. As independent businesses engaged by Students and/or Parents, Tutors decide, are responsible for and generally control the methods, materials, scheduling, frequency, duration and all other aspects of the tutoring they provide.

Parents and/or Students are responsible for selecting the right tutor for their needs. In making hiring decisions, Parents and/or Students should review and investigate each tutor’s self-reported credentials, education, and experience, as well as reviews from other students. **IF THE STUDENT IS YOUNGER THAN 18 YEARS OLD, ALL TUTORING SESSIONS SHOULD BE SUPERVISED BY A RESPONSIBLE ADULT.**

By accepting these Terms, each User agrees it shall not circumvent the amounts payable to Braintrust by soliciting either Students and their Parents, or Tutors, for any dealings, retentions or transactions that fall within the purview of, or compete with, the Services available through the Site and/or Braintrust. For any Students, Parents and Tutors identified through the Site or Services, they shall only engage in business with the other through the Site and/or Braintrust. **FOR AS LONG AS THE SITE AND/OR BRAINTRUST IS IN OPERATION, STUDENTS AND TUTORS MATCHED ON THE SITE OR SERVICES SHALL EXCLUSIVELY USE THE SITE AND/OR BRAINTRUST TO ENGAGE IN TUTORING-RELATED TRANSACTIONS WITH EACH OTHER.** Users shall be liable to Braintrust for, among other things, lost revenue for any violations of these non-circumvention and non-solicitation obligations, as well as any costs (including attorney’s fees) incurred by Braintrust to enforce these rights and obligations.

User acknowledges that Braintrust provides a marketplace for Tutors and Students and their Parents where Braintrust does not directly or indirectly engage Tutors to render any services whatsoever and that any engagement of Tutor's services through the Site or Services is undertaken exclusively by the Student and his/her Parent(s) who has selected Tutor through the Site or Services to provide tutoring services. Neither this Agreement nor use of the Site or Services creates an independent contractor (unless otherwise agreed pursuant to a written agreement signed by a Braintrust representative authorized to bind Braintrust), employee/employer, partnership, joint venture, or other relationship between either Tutor or Student/Parent and Braintrust. It is the parties' intention that Tutor will be an independent business providing tutoring services and not a Braintrust employee or, unless otherwise agreed pursuant to a written agreement signed by a Braintrust representative authorized to bind Braintrust, independent contractor of Braintrust, for any purposes, including, without limitation, the application of the Fair Labor Standards Act minimum wage and overtime provisions or any similar state law, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any state income tax law, or any local income tax law, any state workers' compensation laws, any state unemployment insurance law, and any other federal or state law.

Braintrust controls and operates the Site from various locations in the United States and makes no representation that this website is accessible in all locations. Braintrust services may not be available in your location, and available services may vary among locations. In addition, Braintrust will attempt to deliver all correspondence sent via the Site's messaging system. Braintrust does not, however, guarantee delivery of all messages.

4. Academic honesty

Braintrust's services are provided for the purpose of facilitating learning, not cheating. You shall not use the Site or Services to inquire about, engage in or aid or assist anyone with any form of academic dishonesty (for example, completing assignments or projects, writing papers or essays, taking (or help taking) quizzes or examinations on someone's behalf), or completing work in violation of academic policies or other conduct policies of a school, university, academic institution or workplace.

5. Your obligations and conduct

All Users must: (a) be of legal age and have capacity to agree to these Terms on their own behalf or on behalf of a minor who will be receiving tutoring services; (b) reside within the United States, (c) provide accurate, current, and complete information about themselves as required during Site registration ("Registration Data"); (d) maintain the security of any password and identification information used to access the Site; (e) maintain and promptly update the Registration Data and any information you provide to Braintrust, keep it accurate, current and complete; and (f) accept all risks of unauthorized access to information and Registration Data. You are not permitted to use the Site or the Services or submit content to the Site if you are under the age of 13. Children under the age of 13 cannot schedule sessions with tutor directly; unless with express written authorization to Braintrust. Email support@braintrusttutors.com.

You are entirely responsible for all content that you create, upload, post, send, receive or store through your use of the Site or Services ("Content"). Users shall not create, upload, post, send, receive or store Content that: (a) is inaccurate, harmful, obscene, pornographic, defamatory, racist, violent, offensive, harassing, inconsistent with the Braintrust mission or otherwise objectionable to Braintrust or other Users; (b) includes unauthorized disclosure of personal information; (c) violates or infringes anyone's intellectual property rights; or (d) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. Braintrust reserves the right to edit or remove Content that violates these Terms, that contains third-party commercial advertisements, or for any other reason it deems necessary.

Users must use the Site and Services in a manner that is lawful, relevant and proper to the applicable forum. Any use of the Site or Services that Braintrust, in its sole discretion, finds inappropriate and/or offensive may result in suspension and/or termination of a User with or without notice. Specifically, but without limitation, Users may not:

- Defame, abuse, harass in any form, harm, stalk, threaten or otherwise violate the legal rights (including without limitation rights of privacy and publicity) of others;
- Create, upload, post, send, receive or store any false, misleading, profane, defamatory, infringing, hateful, distasteful, obscene or unlawful topic, name, information, materials or content;
- Use the Site or Services for any purpose that is in violation of local, state, national, or international law, including without limitation wage/hour and working condition laws and regulations;

- Create an account or accounts on the Site or Services for fraudulent purposes, or for the purpose of misusing the Site or Services, including without limitation misappropriating the Site or Services or any information on the Site or Services for your own commercial or pecuniary gain;
- Upload files that contain software or other content that violates the rights of any third party, including without limitation intellectual property rights or rights of privacy or publicity;
- Upload files that contain viruses, Trojan horses, worms, time bombs, spiders, cancel bots, corrupted files, or any other similar software, malware or content that may damage, interfere with, disrupt, impair, disable or otherwise overburden the operation of any device, computer system or network;
- Take any action that would undermine any aspect of the Site or Services;
- Attempt to gain unauthorized access to the Site or Services, other User accounts, or other device, computer system or networks connected to the Site or Services;
- Advertise or offer to sell any goods or services for any commercial purpose on the Site or Services that are not appropriate or relevant to the Site or Services;
- Impersonate another person or allow any other person or entity to impersonate you or use your credentials to access the Site or Services;
- Post the same content repeatedly or spam - spamming is strictly prohibited;
- Download, copy or transmit any file posted by another User that you know, or reasonably should know, cannot be legally published through the Site or Services;
- Access, download, or copy any information, content and/or materials from the Site or Services through artificial means (including without limitation spiders, scrapers, hacking devices, computer programs, bots, web spoofing, URL rewriting or other such means);
- Reproduce, duplicate, copy, sell, re-sell or exploit any information, materials or content on Site or Services;
- or
- Restrict or inhibit any other User from using and enjoying the Site or Services.

All Users must meet the following eligibility conditions (“Eligibility Conditions”) for as long as they use the Site or Services: (a) you have and will at all times comply with all applicable laws and regulations; (b) you have the right, authority and capacity to enter into these Terms and to abide by all of terms and conditions in these Terms; (c) neither you, nor anyone in your home: (i) has been the subject of a complaint, restraining order or any other legal action involving violence, abuse, neglect, fraud, larceny, or any offense that involves endangering the safety of others; (ii) has been convicted of a crime of any nature, including any felony or misdemeanor of any kind, including without limitation any sexual, child abuse or domestic violence offenses; and/or (iii) has been and/or is currently required to register as a sex offender in any jurisdiction or with any government entity; and (d) neither you, nor anyone in your home, is currently out on bail or on your own recognizance pending trial, relating to any felony or misdemeanor charges of any kind, including without limitation sexual, child abuse or domestic violence offenses.

Braintrust may revise the Eligibility Conditions from time to time and require new conditions and certifications. Continued use of the Site or Services constitutes agreement with and acceptance of any new Eligibility Conditions and Users are required to abide by such revised Eligibility Conditions or discontinue using the Site and Services.

Braintrust may verify the above representations and warranties. Verification may include, without limitation, conducting criminal background checks, sex offender registry checks, motor vehicle records checks, identification verifications, credit checks and/or use of available public records. You consent to any collection, use or disclosure in order to accomplish such verification. Braintrust may take such action as it, in its sole discretion, deems appropriate, including without limitation suspending and/or terminating your use of the Site, Services or and any other Braintrust services, should it determine that you have violated any representation or warranty. For more information related to our background check process, please review our background check policy at www.braintrusttutors.com/background-check-policy/.

The preceding paragraph notwithstanding, Braintrust does not directly conduct background checks of any User. Braintrust neither confirms nor denies the validity of information provided by Users and Braintrust has no obligation to verify that any or all of the Eligibility Conditions are met by Users. Users are responsible for making their own decisions and assessments about persons to engage and that IT IS YOUR SOLE RESPONSIBILITY TO ORDER ANY AND ALL BACKGROUND AND REFERENCE CHECKS REGARDING OTHER USERS.

Braintrust expressly disclaims, and you expressly release Braintrust from, any and all liability whatsoever for any controversies, claims, suits, injuries and/or damages arising from and/or in any way related to: (a) any inaccuracy, untimeliness or incompleteness regarding a User's Eligibility Conditions and/or (b) misstatements or misrepresentations made by any User.

Braintrust reserves all of its rights under the Communications Decency Act, including without limitation its right to remove anything objectionable to Braintrust in its sole discretion. Alleged improprieties by any User may be reported to Braintrust by email at support@braintrusttutors.com.

6. Third party reports

Braintrust may utilize third party consumer reporting agencies that perform, among other things, criminal background checks, sex offender registry checks, motor vehicle records checks, credit checks, and identification verifications ("consumer reports"). Braintrust does not endorse or make any representations or warranties regarding the reliability of such consumer reports or the accuracy, timeliness or completeness of any information in the consumer reports. Braintrust does not independently verify information in the consumer reports.

Braintrust may collect, use and disclose the information in the consumer reports. Braintrust may, in its sole discretion, review and rely on the information in the consumer reports in deciding whether to suspend or terminate a User or to investigate a complaint about a User, but Braintrust shall not be responsible or liable in any way in the event that any information in the consumer reports about any person, including without limitation any User, is not accurate, timely or complete. Users who are the subject of consumer reports may contact the service provider to dispute the accuracy, timeliness or completeness of such information. Braintrust reserves the right to suspend and/or terminate a User based on information in the consumer reports or for any other reason in Braintrust's sole discretion.

7. Confidentiality of Braintrust information

You may obtain direct access, via the Site or otherwise, to certain confidential information of Braintrust and its affiliates, including without limitation technical, contractual, product, program, pricing, marketing and other valuable information that should reasonably be understood as confidential ("Confidential Information"). You must hold Confidential Information in strict confidence, and not utilize such Confidential Information for any reason whatsoever other than as expressly agreed by Braintrust in writing. All right, title and interest in the Confidential Information remains with Braintrust and its affiliates.

The Terms impose no obligation upon you with respect to Confidential Information that you can establish by legally sufficient evidence: (a) you possessed prior to your receipt from Braintrust, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public through no act or omission by you, or otherwise without violation of the Terms; (c) you obtained from a third party who had the right to disclose it, without an obligation to keep such information confidential; (d) you independently developed without the use of Confidential Information and without the participation of individuals who have had access to it, or (e) in response to a valid order by a court or other governmental body, or as otherwise required by law, or as necessary to establish the rights of either party under these Terms and as disclosed after prior notice to Braintrust adequate to afford Braintrust the opportunity to object to the disclosure.

8. Content provided on the Site or Services

Braintrust does not claim ownership of the Content that you provide on the Site or Services and shall have no obligation of any kind with respect to such Content. Unless otherwise stated herein, any Content that you provide in connection with the Site or Services shall be deemed to be provided on a non-confidential basis. Braintrust shall be free to use or disseminate such Content on an unrestricted basis for any purpose, and you grant Braintrust an irrevocable, worldwide, royalty-free, nonexclusive license to use, reproduce, modify, distribute, transmit, display, perform, adapt, resell and publish such Content (including in digital form). You represent and warrant that you have proper authorization for the worldwide transfer and processing among Braintrust, its affiliates, and third-party providers of any content that you may provide on the Site.

9. Terms of transacting business

Users must abide by Braintrust's tutor and student payment policies. Users must pay all costs associated with the services through Braintrust. These costs may include but are not limited to: (a) a tutor's hourly rate as listed; (b) travel and transportation fees; (c) cancellation fees; (d) service fees between the Student/Parent and Braintrust and (e)

platform fees arranged between the Tutor and Braintrust. For the purposes of clarity, Users may not circumvent Braintrust's payment policies with respect to services through Braintrust (including, by way of example, with respect to any and all tutoring sessions involving a Student and Tutor between whom a connection was established on the Site or Services).

10. Third party verification services

Braintrust may make available one or more third party verification services that enable Users of the Site or Services to inquire about information including, but not limited to, another User's identity and criminal history. Use of a third party verification service is voluntary for both the party requesting the verification and the party undergoing the verification. You agree that Braintrust shall not be held responsible or liable in any way if any information provided by a third party verification service is inaccurate. When a third party verification service is used, you warrant that you will comply with the Fair Credit Reporting Act, 15 USC 1681. See <http://www.consumer.ftc.gov/articles/pdf-0111-fair-credit-reporting-act.pdf> for details.

11. Content provided via links

You may find links to other websites or resources on the Site or Services. You acknowledge and agree that Braintrust is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. Braintrust will not be responsible or liable, directly or indirectly, for any actual or alleged damage or loss caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

12. Intellectual property rights

Braintrust grants you permission (which may be revoked at any time for any reason or no reason) to use the Site and/or Services for the purposes provided herein and in accordance with these Terms and solely for your own personal, non-commercial use (except as provided herein), provided you do not remove any trademark, copyright or other notice. No other use is permitted. You may not, for example, incorporate the information, content, or other material in any database, compilation, archive or cache. Except as specifically authorized by Braintrust, you may not deep-link to the Site for any purpose or access the Site manually or with any robot, spider, web crawler, extraction software, automated process or device to scrape, copy, or monitor any portion of the Site or any information, content, or material on the Site. Braintrust reserves all of its statutory and common law rights against any person or entity who violates this paragraph. You may not link or frame to any pages of the Site or any content contained therein, whether in whole or in part, without prior written consent from Braintrust. You may like or follow Braintrust or share links to the Site via social networking technology referenced on the Site. Any rights not expressly granted herein are reserved.

Except as expressly authorized by Braintrust or by Content providers, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, mirror, frame, republish, download, transmit, or create derivative works of the Content of others, in whole or in part, by any means. You must not modify, decompile, or reverse engineer any software Braintrust discloses to you, and you must not remove or modify any copyright or trademark notice, or other notice of ownership.

Certain programs, lesson content and/or materials may be made available to you by Braintrust in connection with your utilization of the Site and/or Services ("Braintrust Materials"). You expressly agree that Braintrust shall retain all right, title and interest (including without limitation all copyrights and other intellectual property rights) in and to the Braintrust Materials. You agree that you may not use, reproduce, sublicense, assign or transfer any Braintrust Materials, except as expressly permitted by Braintrust in writing.

"Braintrust Trademarks" means all names, marks, brands, logos, designs, trade dress, slogans and other designations Braintrust uses in connection with its products and services. You may not remove or alter any Braintrust Trademarks, or co-brand your own products or material with Braintrust Trademarks, without Braintrust's prior written consent. You acknowledge Braintrust's rights in Braintrust Trademarks and agree that any use of Braintrust Trademarks by you shall inure to Braintrust's sole benefit. You agree not to incorporate any Braintrust Trademarks into your trademarks, service marks, company names, internet addresses, domain names, or any other similar designations, for use on or in connection with computer or internet-related products, services or technologies.

Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights. Permission is granted to display, copy, distribute and download Content owned by Braintrust on the

Site or Services provided that: (a) the copyright notice pertaining to the Content remains, and a permission notice (e.g., “used with permission”) is added to such Content; (b) the use of such Content is solely for personal and non-commercial use; (c) such Content will not be copied or posted on any networked computer or published in any medium, except as explicitly permitted by valid permission or license covering such materials; and (d) no modifications are made to such Content. This permission terminates automatically without notice if you breach any of the terms or conditions in this document. Upon termination, you must immediately destroy any downloaded and/or printed Content.

13. Copyright Infringement

Braintrust respects the intellectual property of others, and we ask our Users to do the same. Accordingly, Users may not post, modify, distribute, or reproduce in any way any Content on the Site or Services that is copyrighted material you do not own or have permission to use, without obtaining prior written consent of the copyright owner. Braintrust reserves the right, in its discretion, to remove any Content if we believe it may infringe the copyright rights of others, and/or to terminate the accounts of Users who we believe to be infringers.

If you believe that your work has been copied and posted on the Site or Services in a way that constitutes copyright infringement, we will respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act of 1998 (the “DMCA”), a federal law that provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that content or material hosted on the Site or Services infringes your copyright, you (or your agent) may send Braintrust a notice requesting that the content or material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Braintrust to locate the content or material within the Site or Service; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the content or material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. Braintrust’s agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By email: legal@braintrusttutors.com

By mail: Braintrust Tutors Inc.

Attention: Copyright Agent

104 Wooster Suite 4S

New York, NY 10012

We suggest that you consult with a legal advisor before filing a notice under the DMCA. Also, be aware that there can be penalties for false claims under the DMCA.

14. Termination and suspension

Braintrust reserves the right to suspend and/or terminate any User with or without notice at any time in its sole discretion, for any reason or no reason. You agree that, if you are suspended and/or terminated, you will make no further use of the Site or Services after termination or during suspension.

15. Disclaimer of warranties

USE OF THE SITE AND SERVICES IS AT YOUR SOLE RISK UNLESS OTHERWISE EXPLICITLY STATED. THE SITE, INCLUDING THE INFORMATION, SERVICES, AND CONTENT, IS PROVIDED ON AN “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” BASIS. BRAINTRUST DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. BRAINTRUST MAKES NO REPRESENTATIONS, WARRANTIES,

CONDITIONS OR GUARANTEES AS TO THE USEFULNESS, QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF THE SITE.

BRAINTRUST MAKES NO WARRANTY OR REPRESENTATIONS THAT: (A) THE SITE AND SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR SERVICES WILL BE ACCURATE OR RELIABLE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED FROM TUTORS WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS; (D) ANY ERRORS IN THE SITE OR SERVICES WILL BE CORRECTED; OR THAT THE SERVICES ARE APPROPRIATE FOR USE OR ACCESS OUTSIDE OF THE UNITED STATES.

YOU ASSUME ALL RISK FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR DEVICE OR LOSS OF DATA THAT RESULTS FROM OBTAINING ANY CONTENT FROM THE SITE OR SERVICES, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES.

16. Limitation of liability

THE SITE AND SERVICES OFFER A MARKETPLACE FOR THOSE SEEKING TUTORING SERVICES TO CONNECT WITH THOSE SEEKING TO PROVIDE TUTORING SERVICES.

YOU UNDERSTAND AND AGREE THAT BRAINTRUST HAS NO CONTROL OVER THE ACTS OR OMISSIONS OF ANY USER ON OR OFF THE SITE AND THAT BRAINTRUST MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE QUALITY OF THE SERVICES PROVIDED BY ANY USER. YOU UNDERSTAND AND AGREE THAT BRAINTRUST IS NOT RESPONSIBLE FOR THE PERFORMANCE OR CONDUCT, WHETHER ON OR OFF THE SITE, OF ANY USER. AS SUCH, BRAINTRUST EXPRESSLY DISCLAIMS, AND EACH USER EXPRESSLY RELEASES BRAINTRUST FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY CONTROVERSIES, CLAIMS, SUITS, INJURIES AND/OR DAMAGES ARISING FROM AND/OR IN ANY WAY RELATED TO THE SITE AND SERVICES, INCLUDING WITHOUT LIMITATION ANY ACTS AND/OR OMISSIONS OF USERS ON OR OFF THE SITE.

USERS OF THE SITE AND SERVICES TRANSACT BETWEEN THEMSELVES. BRAINTRUST WILL NOT BE INVOLVED IN ANY USER INTERACTIONS. BRAINTRUST IS NOT RESPONSIBLE FOR DISPUTES, CLAIMS, LOSS, INJURY, OR DAMAGE OF ANY KIND THAT MIGHT ARISE DURING AND AFTER USER INTERACTION.

TO THE FULL EXTENT PERMITTED BY LAW, BRAINTRUST IS NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR IN CONNECTION WITH THE SITE OR SERVICES, EVEN IF BRAINTRUST HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), INCLUDING WITHOUT LIMITATION DAMAGES DUE TO: (A) THE USE OF OR THE INABILITY TO USE THE SITE OR SERVICES; (B) THE COST OR PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SITE OR SERVICES; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR SERVICES, INCLUDING WITHOUT LIMITATION UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSION OR DATA, MALICIOUS OR CRIMINAL BEHAVIOR, OR FALSE OR FRAUDULENT TRANSACTIONS; OR (D) CONTENT OR INFORMATION USERS MAY DOWNLOAD, USE, MODIFY, OR DISTRIBUTE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL BRAINTRUST'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED (A) THE AMOUNT

PAID BY YOU TO BRAINTRUST OR A BRAINTRUST PARTNER, IF ANY, OR (B) \$100 (WHICHEVER IS LESS).

YOU AND BRAINTRUST AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS ARE MATERIAL, BARGAINED-FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. YOU AND BRAINTRUST AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS ARE FAIR AND REASONABLE.

IF YOU ARE DISSATISFIED WITH THE SITE OR SERVICES OR DO NOT AGREE TO ANY PROVISIONS OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND SERVICES, EXCEPT AS MAY BE PROVIDED FOR IN THIS SECTION 16.

17. Assumption of risk

Users assume all risks when using the Site and Services, including without limitation any and all of the risks associated with any online or offline interactions with other Users. Users shall take all necessary precautions.

18. Indemnification

Users shall indemnify, defend, and hold harmless Braintrust and its subsidiaries, affiliates, shareholders, officers, directors, advisors, agents, licensors, suppliers, other partners, employees, and representatives from and against any and all claims, demands, causes of action, losses, expenses, damages and/or liabilities, including reasonable attorney's fees and court costs, incurred by Braintrust in any way related to your (a) acts and/or omissions on or off the Site; (b) violation of any rights of another, including without limitation any alleged infringement of intellectual property or other right of any person or entity relating to the Site or Services; (c) breach of these Terms; (d) disputes with or between other Users; (e) online or offline interactions with other Users; (f) use and/or misuse of the Site or Services, including without limitation any information, content and/or materials thereon; (g) violation of any applicable law or regulation; (h) inaccurate, untimely, incomplete or misleading User information, including without limitation with respect to registration, profile or eligibility; (i) misstatements and/or misrepresentations; (j) use of links to third party websites, including without limitation such websites' availability, terms of use, privacy policy, information, content, materials, advertising, products and/or services; (k) User information and any acts or omissions with respect to such User information; (l) use of any information in third-party reports; (m) use of third party payment processing services; (n) use of phone support services; and/or (o) use of any services or products or any contracts or arrangements made or provided based on information, content and/or materials obtained on or through the Site or Services. Users must cooperate as requested by Braintrust in the defense of such claims. Braintrust reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Users, and you shall not, in any event, settle any claim or matter on behalf of Braintrust without the written consent of Braintrust.

19. Arbitration

This section explains the process of resolving any disputes between Braintrust and a Tutor; Braintrust and a Student; or Braintrust, a Tutor, and a Student. All disputes shall be resolved through arbitration instead of through the courts. Specifically:

Any dispute in any way related to the Site or Services, their use, User (e.g., Tutor, Student) conduct, or the Terms must go to binding arbitration under the provisions of the Terms. The arbitrator must apply the Consumer Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time you consent to the Terms. Copies of the Consumer Arbitration Rules may be obtained at any AAA office, at www.adr.org, or by calling the AAA at 1-800-778-7879. To clarify, this arbitration provision does not govern disputes occurring only between a Tutor and a Student.

If the Consumer Arbitration Rules and this arbitration provision disagree on something, then the terms of this arbitration provision control, unless the arbitrator determines that doing so would result in a fundamentally unfair arbitration proceeding. In that situation, the Consumer Arbitration Rules control. This arbitration provision must be construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. §1 *et seq.*

Starting the Arbitration Process: To begin arbitration against Braintrust, you must complete a short form available on the AAA claim filing page, submit it to the AAA, and send a copy to Braintrust Tutors Inc., Attn: Legal Department, 104 Wooster Suite 4S, New York, NY 10012.

For more information, see the AAA's claim filing page: www.adr.org/filecase. You may represent yourself in the arbitration or be represented by an attorney or another representative. Once we receive your arbitration claim, we may assert any claims we may have against you.

Picking the Arbitrator: The arbitration proceeding is presided over by an arbitrator who will issue a decision (sometimes called an "award") and otherwise conduct the arbitration proceeding. Braintrust and you will attempt to agree on a single arbitrator using the AAA procedures. If agreement is not possible, each party will select its own arbitrator. Each party's arbitrator will jointly confer and select a single arbitrator. That single arbitrator will preside over the arbitration.

The Arbitrator's Decision: The arbitrator must base his or her decision on the evidence presented and according to these Terms and governing law, including statutory and judicial authority. The arbitrator may award the same damages and relief on an individual basis that a court might award to an individual under these Terms and applicable law. The arbitrator must issue a written decision, which must contain the essential findings and conclusions on which the decision is based. The arbitrator's decision is final and binding upon all parties.

Individual Claims Only: YOU AND BRAINTRUST AGREE THAT EACH OF US MAY BRING CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. HOWEVER, A REPRESENTATIVE CLAIM (BUT NOT A CLASS ACTION) MAY BE BROUGHT IN ARBITRATION WHERE OTHERWISE MANDATED BY LAW. UNLESS BOTH YOU AND BRAINTRUST AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, COLLECTIVE OR CLASS PROCEEDING. ALSO, EXCEPT AS MANDATED BY LAW, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). EXCEPT AS MANDATED BY LAW, ANY RELIEF AWARDED CANNOT AFFECT OTHER BRAINTRUST USERS.

Location of the Arbitration Hearing: There may be a hearing as a part of the arbitration process. If that is the case, the arbitration hearing will be conducted at a location that is reasonably convenient to all parties with due consideration of their ability to travel and other pertinent circumstances. The judgment of the arbitration award may be entered by any court having jurisdiction thereof.

Attorneys' Fees: Each party will pay its own attorneys' fees, unless the law provides that the prevailing party is entitled to have the other party pay its reasonable attorneys' fees. You will bear only those costs of arbitration that you would have borne had you brought a claim covered by this arbitration provision in court. If you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Braintrust will pay as much of the arbitration fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive to you.

Disputes Before Administrative Agencies Not Subject to Arbitration: Notwithstanding anything to the contrary in this arbitration provision, disputes may be brought before an administrative agency to the extent applicable law requires access to an agency notwithstanding the existence of this arbitration provision. Nothing in this arbitration provision: (i) relieves any party of the duty to exhaust administrative remedies by filing a charge or complaint with an administrative agency and obtaining a right to sue notice, where otherwise required by law; or (ii) prevents either party from cooperating with a federal or state body as required by law. However, you understand that you are not entitled to a double recovery or eligible to receive any monetary benefit from any action brought by an administrative agency except as required by law.

Exclusive Judicial Forum If the Arbitration Provisions are Not Enforceable: In the event that a court or arbitrator of competent jurisdiction determines that this arbitration provision is unenforceable, you agree that the exclusive forum

and/or venue for any dispute in any way related to the use, inability to use, or provision of these Terms is any New York State Court or Federal Court sitting in New York County, New York. You hereby submit to the exclusive jurisdiction of those courts for purposes of any such proceeding and agree not to seek to transfer the matter to a different court for any reason.

20. Injunction

Notwithstanding the Arbitration terms set forth herein, Users agree that any material breach of the Terms will result in irreparable harm to Braintrust for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, Braintrust reserves the right to seek will equitable relief through the court system, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if Braintrust seeks such an injunction.

21. Notices; modification and termination of services; amendment of terms

Braintrust may provide notice to Users via email, regular mail, or posting notices or links to notices on the Site. Braintrust reserves the right at any time to modify, suspend or terminate the services (or any part thereof), and/or use of or access to them, with or without notice. Braintrust may also delete, or bar access to or use of, all related information and files. Braintrust will not be liable to Users or any third-party for any modification, suspension, or termination of service, or loss of related information. Braintrust may amend these Terms at any time by posting the amended terms on this Site.

24. Governing law

This Agreement shall be governed by and construed in accordance with the substantive laws, without regard to choice-of-law rules, of the State of New York.

25. Entire agreement

These Terms constitute the entire agreement between you and Braintrust relating to their subject matter, and cancel and supersede any prior versions of the Terms. You may not assign or otherwise transfer the Terms or any right granted hereunder. You also may be subject to additional terms and conditions that may apply when you use the Braintrust Site or Services or third-party products or services.