BRAINIAC®
IN-HOME TUTORING
Inspiring With Knowledge Since 2006

Privacy Policy

Website, Baseline Assessments, 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. Scope and Who We Are

This Privacy Policy explains how Brainiac In-Home Tutoring, LLC, doing business as Brainiac® In-Home Tutoring ("Brainiac®," "we," "us," or "our"), collects, uses, discloses, protects, and retains personal information in connection with our website, enrollment and employment forms, family and tutor portals, baseline assessments, online tutoring, limited in-home tutoring, communications, and related services (collectively, the "Services").

This Policy applies to website visitors, parents and guardians, adult tutees, minor tutees, prospective and current families, applicants, tutors, contractors, references, and other individuals who interact with Brainiac®, as applicable. A separate notice or agreement may supplement this Policy for a specific program or relationship.

Brainiac® is a private academic tutorial company and is not a school. Our academic records are tutoring and instructional records maintained for our Services; they are not school transcripts, official placement records, or medical or psychological records.

2. Information We Collect

Depending on the relationship and Services requested, Brainiac® may collect the following categories of information:

- **Contact and identity information.** Names, email addresses, telephone numbers, mailing addresses, preferred communication methods, signatures, and information used to verify an adult's identity or authority.
- **Tutee and educational information.** A tutee's name, age, grade level, school or educational program, courses, subjects, academic needs, goals, schedules, teacher information, educational plans voluntarily shared by a family, and information about accommodations or learning supports that the family chooses to disclose.
- **Baseline assessment and academic-work information.** Assessment responses, scores, reading performance, mathematical work, writing samples, uploaded assignments, screenshots, progress information, tutor observations, reference notes, instructional recommendations, and follow-up results.
- **Service and account information.** Enrollment records, selected plans, session schedules, attendance, cancellations, tutor assignments, service format, portal activity, support requests, authorized contacts, account status, and records of unused sessions or rollover credits.
- **School and authorized support-team communication information.** Information exchanged with a school, teacher(s), school counselor, case worker, social worker, educational program, or other authorized academic or support contact with parental or guardian permission for a minor tutee, or with authorization from an adult tutee.
- **Communications.** Emails, text messages, telephone notes, contact-form submissions, consultation notes, feedback, complaints, and other communications with Brainiac®.

- **Transaction information.** Invoices, payment status, amounts, discounts, refunds, transaction identifiers, and limited billing information received from an approved payment processor.
- **Website and device information.** Internet Protocol address, browser or device type, pages viewed, referring pages, approximate location derived from network information, cookie or analytics identifiers, and website-performance data, to the extent collected by our website host or approved service providers.
- **Applicant, tutor, contractor, and reference information.** Application materials, qualifications, education, work history, availability, references, background-check or verification status, agreements, payment records, training records, and work-related communications, subject to applicable law and any supplemental notice.

Brainiac® does not require a Social Security number from families or tutees to use ordinary tutoring Services. Tax, contractor, payroll, background-check, or identity-verification information may be collected from applicants or team members when legally or operationally required and may be handled through an approved third-party provider.

3. Baseline Assessments and Academic Records

Brainiac® may collect information through complimentary or paid baseline assessments, academic screenings, readiness activities, writing samples, subject reviews, and other instructional assessments administered online or in person. These assessments help identify current skills, strengths, areas for review, and a reasonable starting point for tutoring.

Baseline assessment information may include the tutee's identifying and grade-level information, responses, scores, reading accuracy or comprehension information, mathematical work, writing samples, completion time, tutor observations, recommendations, and parent or adult-tutee feedback. Brainiac® may compare baseline information with later work to support progress review and instructional planning.

Assessment and academic records may be accessed by assigned tutors, authorized support or management personnel, and approved service providers when reasonably necessary to administer or support the Services. Brainiac® does not treat baseline assessments as medical, psychological, diagnostic, special education, or official school-placement evaluations.

4. How We Collect Information

We may collect information:

- directly from a parent, guardian, adult tutee, prospective client, applicant, tutor, contractor, or reference;
- during consultations, enrollment, baseline assessments, tutoring sessions, progress reviews, school coordination, or customer support;
- through the website, forms, family or tutor portals, email, telephone, text message, videoconferencing, digital documents, and other approved third-party platforms;

- from a school, teacher(s), school counselor, case worker, social worker, educational program, or other authorized academic or support contact with parental or guardian permission for a minor tutee, or with authorization from an adult tutee;
- automatically through the website host, cookies, logs, or approved analytics and security technologies; and
- from payment processors, background-check providers, identity or degree-verification providers, and other approved service providers.

5. How We Use Information

Brainiac® may use personal information to:

- respond to inquiries, conduct consultations, enroll tutees, and create or administer accounts;
- schedule, deliver, personalize, document, and evaluate baseline assessments and tutoring Services;
- match tutees with tutors and select instructional resources based on subject, grade band, goals, availability, and service format;
- communicate with families, adult tutees, tutors, applicants, contractors, schools, teacher(s), school counselors, case workers, social workers, other authorized academic or support contacts, and approved service providers;
- process payments, maintain account balances, administer discounts, track unused sessions and rollover credits, and resolve billing concerns;
- support safety, supervision, quality assurance, training, compliance, fraud prevention, and dispute resolution;
- develop, revise, and select Brainiac® educational materials using deidentified, aggregated, or appropriately authorized information when practical;
- operate, maintain, secure, troubleshoot, and improve the website, portals, communications, and Services;
- send service announcements, scheduling information, policy updates, requested information, and Brainiac® marketing communications as permitted by law; and
- comply with law, protect rights and safety, enforce agreements, and maintain appropriate business and tax records.

Brainiac® does not sell personal information for money and does not use minor tutees' personal information for targeted advertising.

6. Children's and Minor Tutees' Privacy

Brainiac® provides tutoring to children and teenagers, but enrollment and purchasing are directed to parents, guardians, responsible adults, and adult tutees. Parents or guardians ordinarily provide information about a minor and authorize the minor's participation. Minor

tutees should not submit enrollment, payment, or private contact information without adult involvement.

For children younger than 13, Brainiac® seeks to collect only information reasonably necessary to provide the requested tutoring or assessment under the direction of a parent or guardian. When the Children's Online Privacy Protection Act and its implementing rule apply to online collection, Brainiac® will provide required notice, obtain verifiable parental consent when required, limit collection and retention, and honor applicable parental rights.

A parent or guardian may contact Brainiac® to request access to, correction of, or deletion of a child's personal information, subject to identity verification, legal obligations, security needs, and records reasonably necessary to complete transactions or resolve disputes. A parent may also withdraw consent for future collection; doing so may limit or end Services that require the information.

If Brainiac® learns that a child younger than 13 submitted personal information online without appropriate adult involvement or required consent, we will use reasonable steps to respond to the child by requesting adult contact, limit use of the information, and delete it when appropriate unless retention is legally permitted or required.

7. Online and Limited In-Home Tutoring Information

7.1 Online Tutoring

Online tutoring may involve videoconferencing, screen sharing, chat features, digital whiteboards, uploaded schoolwork, educational websites, learning-management systems, school portals, and other approved third-party platforms. Depending on the platform and settings, participant names, profile images, audio, video, chat, shared screens, files, device information, and session metadata may be processed.

Brainiac® does not routinely record tutoring sessions unless advance notice and appropriate authorization are provided. Users may not record, photograph, livestream, or distribute a session or another participant's information without authorization.

7.2 Limited In-Home Tutoring

For limited in-home tutoring, Brainiac® may collect the tutoring address, access instructions, parking or travel information, the identity of the responsible adult, safety-related information, and details needed to schedule and support the visit. Families should share only information reasonably necessary for safe and effective service.

Tutors may document attendance, instructional topics, progress observations, safety concerns, and scheduling information. Brainiac® may use location and contact information to coordinate travel and may share it only with personnel who reasonably need it for the scheduled service.

8. Approved Third-Party Platforms and Service Providers

Brainiac® uses approved third-party platforms and service providers for functions such as website hosting, enrollment and scheduling, family and tutor portals, videoconferencing, digital documents, learning-management activities, payment processing, email and text communications, cloud storage, analytics, background checks, and verification services.

These providers may process information on Brainiac®'s behalf or under their own terms and privacy policies. Brainiac® seeks to limit provider access to information reasonably necessary for the contracted function and expects providers handling personal information on our behalf to use appropriate confidentiality and security measures.

A school or educational program's portal is controlled by that organization. A family or adult tutee who authorizes Brainiac® to access a school portal remains responsible for complying with school rules and for providing only authorized access.

9. When We Share Information

Brainiac® may disclose personal information in the following circumstances:

- **Tutors and authorized personnel.** To assigned tutors, substitute tutors, management, and support personnel who need the information to provide, document, supervise, or administer Services.
- **Approved service providers.** To providers supporting the website, portals, videoconferencing, payments, communications, storage, security, analytics, background checks, or other operational functions.
- **Schools and authorized academic or support contacts.** To a school, teacher(s), school counselor, case worker, social worker, educational program, or other authorized academic or support contact with parental or guardian permission for a minor tutee, or with authorization from an adult tutee, unless disclosure is otherwise permitted or required by law.
- **Safety and legal reasons.** When reasonably necessary to comply with law or legal process; protect the rights, safety, or property of Brainiac®, a tutee, tutor, family, or another person; investigate fraud or misconduct; or enforce agreements and policies.
- **Business changes.** In connection with a merger, financing, reorganization, sale, transfer, or similar business transaction, subject to appropriate confidentiality and legal requirements.
- **With direction or consent.** When the relevant adult directs or authorizes the disclosure, or when another lawful basis applies.

Brainiac® does not disclose personal information to unrelated third parties for their independent marketing or promotional use without appropriate authorization.

10. Mobile Information and Text-Messaging Consent

Brainiac® does not sell or share mobile telephone numbers, text-messaging opt-in information, or text-messaging consent with third parties or affiliates for their independent marketing or promotional purposes.

Information provided when an individual agrees to receive text messages, including the individual's telephone number, opt-in status, and consent, will not be disclosed to third parties for their independent marketing or promotional use. Brainiac® may share limited mobile information with approved service providers only when necessary to operate, deliver, secure, or support Brainiac® communications and Services, subject to appropriate privacy and confidentiality requirements.

Message frequency may vary. Message and data rates may apply. A recipient may opt out of nonessential text messages by following the instructions in the message or contacting Brainiac®. Transactional or service-related communications may still be sent through another available method when reasonably necessary.

11. Cookies, Analytics, and Website Technology

The Brainiac® website and its hosting or approved service providers may use cookies, log files, analytics tools, security technologies, and similar technologies to operate the website, remember preferences, understand traffic, troubleshoot performance, prevent abuse, and improve Services. The specific technologies available may change as the website or provider changes.

Browser settings may allow users to block or delete cookies. Disabling certain technologies may affect website functions. Brainiac® does not promise that browser-based "Do Not Track" signals will be recognized unless required by applicable law and supported by the relevant technology.

Brainiac® will not state that it uses a specific tracking technology, such as a web beacon or advertising pixel, unless that technology is actually enabled through the website, communications, or an approved provider.

12. Payment Information

Payments may be processed through approved third-party payment platforms. Those providers may collect card, bank, billing-address, authentication, and transaction information under their own terms and privacy policies. Brainiac® may receive confirmation, transaction identifiers, payment status, limited billing details, and information needed for accounting, refunds, disputes, and fraud prevention.

Brainiac® does not intentionally store a complete payment-card number in ordinary tutoring or portal records when the transaction is handled by an approved payment processor. Users

should not send full card or bank information through ordinary email, text message, or tutoring-session chat.

13. Data Retention

Brainiac® retains personal information only for as long as reasonably necessary for the purposes described in this Policy, including tutoring and assessment services, progress review, account administration, unused-session records, safety, quality assurance, legal compliance, tax and accounting obligations, dispute resolution, and enforcement of agreements.

Retention periods vary by information type, relationship, applicable law, and operational need. When information is no longer reasonably needed, Brainiac® may securely delete, destroy, anonymize, or deidentify it. Information held in routine backups may remain until the backup is overwritten or securely retired.

14. Information Security

Brainiac® uses administrative, technical, and physical safeguards designed to protect personal information in light of the size of the organization, the nature of the Services, and the sensitivity of the information. Measures may include access limitations, account controls, secure platforms, staff or contractor confidentiality requirements, device and password practices, and procedures for handling records and incidents.

No method of transmission, storage, or online service is completely secure. Brainiac® cannot guarantee absolute security. Users should protect account credentials, use secure devices and networks, avoid sharing unnecessary information, and promptly report suspected unauthorized access or disclosure.

15. Privacy Choices and Requests

Subject to applicable law and reasonable verification, an individual or an authorized parent or guardian may request to:

- review or obtain information about personal information Brainiac® maintains;
- correct inaccurate or incomplete information;
- request deletion of information that is no longer reasonably necessary, subject to legal and operational exceptions;
- withdraw authorization for future communications with a school, teacher(s), school counselor, case worker, social worker, educational program, or other academic or support contact;
- change communication preferences or opt out of nonessential marketing messages; or
- ask questions about an approved third-party platform or a specific information practice.

Brainiac® may deny or limit a request when identity or authority cannot be verified, the request would affect another person's rights, information must be retained by law or contract, the request is technically infeasible or disproportionate, or another lawful exception applies. Brainiac® will not unlawfully discriminate against a person for exercising an applicable privacy right.

16. International Users

Brainiac® is based in the United States. Information submitted from another country may be processed or stored in the United States or another location used by an approved service provider. Privacy and data-protection laws may differ by location. Brainiac® will address applicable legal requirements based on the Services offered, the individual's location, and the nature of the information.

17. Third-Party Links and School Systems

The website, communications, or tutoring materials may link to educational websites, school systems, testing organizations, payment services, or other third-party resources. Their privacy practices are governed by their own notices and are not controlled by this Policy. Users should review a third party's terms and privacy practices before providing information.

Brainiac® may recommend or use a resource for educational purposes without endorsing every statement, feature, advertisement, or privacy practice of that resource.

18. Changes to This Policy

Brainiac® may update this Privacy Policy to reflect changes in Services, technology, approved third-party platforms, law, or information practices. The updated Policy will include a revised date and may be posted on the website or communicated by email, portal message, text message, or another reasonable method.

When required by law, Brainiac® will provide additional notice or obtain consent before materially changing how previously collected information is used or disclosed.

Contact Us

Questions about this Privacy Policy 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

Privacy requests involving a minor should be submitted by the parent or legal guardian and should identify the tutee and the nature of the request without including unnecessary sensitive information in the initial message.