

WEBSITE TERMS OF USE

KELLEHER LITERACY AND LANGUAGE LLC

TERMS OF USE

Last Revised: 8/20/2026

1. Website Owner and Agreement to Terms

This website is owned and operated by Kelleher Literacy and Language LLC ("**Kelleher Literacy**," "**we**," "**us**," or "**our**"). These Terms of Use ("**Terms**") constitute a legally binding agreement between you and Kelleher Literacy regarding your access to and use of this website (the "**Site**") and our services. By accessing, browsing, or otherwise using the Site, submitting a contact form, or booking a consultation or session, you acknowledge that you have read, understood, and agree to be bound by these Terms and by our Privacy Policy, which is incorporated by reference. **If you do not agree to these Terms, you must not access or use the Site.**

2. Definitions

For purposes of these Terms: **(a)** "Content" means all text, graphics, images, logos, page layouts, descriptions, and other materials made available on or through the Site; **(b)** "Services" means the educational literacy and language services described on the Site and governed by our Educational Services Agreement; **(c)** "User," "you," or "your" means any person who accesses or uses the Site; and **(d)** "User Submissions" means any information, message, feedback, or other material you submit to us through the Site or by email.

3. Eligibility and Authority

- **Age Requirement:** You must be at least 18 years old, or the age of majority in your jurisdiction, to submit information through this Site or book services. By using the Site, you represent and warrant that you meet this requirement.
- **Minors:** Our instructional services frequently serve children. If the participating student is under 18, a parent or legal guardian ("**Guardian**") must complete the booking and remains legally bound by these Terms and by our Educational Services Agreement. Children may not submit personal information through the Site without Guardian involvement.
- **Authority:** If you use the Site on behalf of another person or an organization, you represent that you have authority to bind that person or organization to these Terms.
- **Compliance:** You may not use our Site or Services if doing so is prohibited by applicable law.

4. Description of Services

Kelleher Literacy provides educational literacy and language instruction, including one-on-one structured-literacy and remedial reading tutoring (using approaches such as Orton-Gillingham and Wilson Reading System), informal diagnostic reading screening, and related educational services.

- **Format:** Instruction may be provided in person at the client's home, at our location, at a neutral third-party location, or remotely via third-party video-conferencing technology.
- **Educational Nature:** Our Services are educational and instructional only. We are not a medical or clinical provider, and no service we offer — including any diagnostic reading screening —

constitutes a medical, psychological, or clinical diagnosis, evaluation, or treatment, or a substitute for the same.

- **Discretion:** We reserve the right to modify lesson structure, teaching methods, materials, or curriculum at our professional discretion.

5. No Guarantee of Results

The Site may describe our methods, experience, and the benefits of structured-literacy instruction. Such descriptions are informational and do not constitute a promise or guarantee of any specific academic, developmental, testing, or reading outcome. Progress depends on many factors beyond our control, including a student's consistent attendance, participation, and at-home reinforcement. You agree that you have not relied on any representation or statement on the Site as a guarantee of results.

6. Booking, Payment, and Cancellation

- **Governing Agreement:** Instructional Services are governed by our separate Educational Services Agreement, which controls in the event of any conflict with these Terms with respect to the Services.
- **Advance Payment:** Tutoring is generally sold in packages payable in advance. Diagnostic screenings are billed separately and payable in advance.
- **Cancellation and Missed Sessions:** Cancellations, rescheduling, and forfeiture of missed sessions (including the requirement that a missed session be rescheduled within eight (8) weeks or be forfeited) are governed by the Educational Services Agreement.
- **Accuracy of Information:** You agree to provide accurate, current, and complete information when submitting forms or booking Services and to keep such information updated.

7. Intellectual Property

- **Ownership:** All Content on this Site — including text, graphics, logos, the "Kelleher Literacy and Language" name, trade names, service marks and branding, images, teaching descriptions, curriculum descriptions, and the selection, arrangement, and design of the Site — is the exclusive property of Kelleher Literacy or its licensors and is protected by United States and international copyright, trademark, and other intellectual-property laws. All rights not expressly granted are reserved.
- **Limited License:** We grant you a limited, revocable, non-exclusive, non-transferable license to access and view the Site for your personal, non-commercial, informational use only. You may print or download individual pages solely for that purpose, provided you do not remove any proprietary notices.
- **Restrictions:** Except as expressly permitted, you may not copy, reproduce, republish, upload, post, transmit, distribute, frame, mirror, scrape, data-mine, modify, create derivative works from, sell, or commercially exploit any Content without our prior express written consent.
- **Trademarks:** You may not use our name, logos, or marks without our prior written permission.

8. User Submissions and Feedback

You are solely responsible for any User Submissions you provide. You represent that your User Submissions do not infringe the rights of any third party or violate any law. You grant Kelleher Literacy a non-exclusive, royalty-free, perpetual, worldwide license to use, reproduce, and act upon any feedback, suggestions, or ideas you submit for the purpose of operating and improving the Site and Services, without

obligation or compensation to you. Do not submit confidential, sensitive, or medical information through non-secure channels such as general contact forms or email.

9. Acceptable Use

You agree that you will not, and will not permit any third party to: **(a)** use the Site in violation of any applicable law or regulation; **(b)** transmit or post any harmful, harassing, defamatory, obscene, threatening, or infringing material; **(c)** impersonate any person or misrepresent your affiliation; **(d)** attempt to gain unauthorized access to the Site, its servers, or any connected systems or networks; **(e)** introduce any virus, malware, or other harmful code, or otherwise interfere with or disrupt the Site's operation or security; **(f)** use any robot, spider, scraper, or other automated means to access, monitor, or copy the Site or its data; **(g)** circumvent, disable, or interfere with security-related features of the Site; or **(h)** use the Site to collect or harvest information about other users. We reserve the right to investigate and take appropriate legal action against any violation.

10. Third-Party Sites and Services

The Site may contain links to, or integrate, third-party websites, platforms, or services (for example, our website host, booking or scheduling tools, and payment processors). We do not control and are not responsible for the content, availability, security, policies, or practices of any third party. Links and integrations are provided for convenience only and do not constitute an endorsement. Your use of any third-party site or service is governed by that third party's own terms and privacy policy, and you access them at your own risk.

11. Copyright Complaints (DMCA)

We respect the intellectual-property rights of others. If you believe that Content on the Site infringes a copyright you own or control, you may send a written notice to our contact address below that includes: **(a)** identification of the copyrighted work claimed to be infringed; **(b)** identification of the allegedly infringing material and its location on the Site; **(c)** your contact information; **(d)** a statement that you have a good-faith belief that the use is not authorized; **(e)** a statement, made under penalty of perjury, that the information in your notice is accurate and that you are the owner or authorized to act on the owner's behalf; and **(f)** your physical or electronic signature.

12. Disclaimers of Warranties

- **"As Is" Basis:** The Site and all Content are provided on an "as is" and "as available" basis, with all faults. To the fullest extent permitted by law, we disclaim all warranties, express, implied, or statutory, including the implied warranties of merchantability, fitness for a particular purpose, title, accuracy, and non-infringement.
- **Availability and Security:** We do not warrant that the Site will be uninterrupted, timely, error-free, secure, or free of viruses or other harmful components, or that defects will be corrected. We may modify, suspend, or discontinue any part of the Site at any time without notice or liability.
- **Informational Content:** Content on the Site is provided for general informational purposes only and is not professional, medical, psychological, or clinical advice, and should not be relied upon as such.

13. Limitation of Liability

To the maximum extent permitted by New Hampshire law: **(a)** Kelleher Literacy, its Member, employees, and agents shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive

damages, or for any loss of data, goodwill, or opportunity, arising out of or relating to your access to or use of (or inability to use) the Site, even if advised of the possibility of such damages; and **(b)** the total aggregate liability of Kelleher Literacy for all claims arising from or relating to the Site shall not exceed one hundred dollars (\$100). Liability arising from the Services is separately governed by, and limited under, our Educational Services Agreement. Some jurisdictions do not allow certain limitations, so some of the above may not apply to you. Nothing in these Terms limits liability that cannot be limited under applicable law, including liability for gross negligence or intentional misconduct.

14. Indemnification

You agree to defend, indemnify, and hold harmless Kelleher Literacy and its Member, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees and costs) arising out of or related to: **(a)** your access to or use of the Site; **(b)** your User Submissions; **(c)** your violation of these Terms; or **(d)** your violation of any law or the rights of any third party. We reserve the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification, in which case you agree to cooperate with our defense.

15. Governing Law and Dispute Resolution

- **Governing Law:** These Terms are governed by the laws of the State of New Hampshire, without regard to its conflict-of-law principles.
- **Informal Resolution and Mediation:** Before initiating any formal proceeding, the parties agree to attempt in good faith to resolve any dispute arising from these Terms informally, and, failing that, through good-faith mediation in Strafford County, New Hampshire.
- **Exclusive Jurisdiction and Venue:** If mediation is unsuccessful, the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Strafford County, New Hampshire, and waive any objection to such venue.
- **Time Limitation:** To the extent permitted by law, any claim arising out of or relating to the Site must be filed within one (1) year after the claim arose; otherwise, the claim is permanently barred.
- **Waiver of Class Actions:** To the extent permitted by law, you agree that any dispute will be brought in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

16. General Provisions

- **Entire Agreement; Precedence:** These Terms, together with the Privacy Policy and (for clients) the Educational Services Agreement, constitute the entire agreement between you and Kelleher Literacy regarding the Site and supersede all prior understandings. In the event of a conflict, the Educational Services Agreement controls as to the Services, and these Terms control as to the Site.
- **Severability:** If any provision of these Terms is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.
- **No Waiver:** Our failure to enforce any provision is not a waiver of our right to do so later.
- **Assignment:** You may not assign or transfer these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition, or sale of assets.

- **Force Majeure:** We are not liable for any failure or delay resulting from causes beyond our reasonable control, including acts of God, natural disasters, illness, utility or internet failures, or governmental action.
- **Electronic Communications and Notices:** You consent to receive communications from us electronically, and you agree that electronic communications satisfy any legal requirement that communications be in writing. Notices to us must be sent to the contact information below.
- **Survival:** Provisions that by their nature should survive termination — including intellectual property, disclaimers, limitation of liability, indemnification, and dispute resolution — will survive.
- **Headings:** Section headings are for convenience only and do not affect interpretation.

17. Changes to These Terms

We may update these Terms from time to time. Changes are effective when posted to this page with an updated "Last Revised" date, and material changes may be indicated by additional notice on the Site. Your continued use of the Site after changes are posted constitutes acceptance of the revised Terms.

18. Contact Information

For inquiries regarding these Terms or our Services, please contact:

Kelleher Literacy and Language LLC

2 Beech Hill Road, Durham, NH 03824

Email: betsy@kelleherlanguageandliteracy.com