



Tutoring Terms and Conditions

The following Tutoring Terms and Conditions (“Terms and Conditions”) apply to each Tutoring Agreement (the “Agreement”) between Kathleen Mirus dba “Win At Reading” and the “Client” (collectively referred to as the “Parties”). Where there are differences between the Agreement and the Terms and Conditions, the Terms and Conditions shall govern. The Terms and Conditions are subject to change without notice. The Terms and Conditions were last updated on February 5, 2025.

1. Scope of Services: Win At Reading shall perform and complete the tutoring services (the “Services”) included in the Agreement and those that may be added to the Agreement from time to time by the Parties, to the mutual satisfaction of the Parties. Each Agreement shall reference these Terms and Conditions and upon execution of the Agreement by the authorized representative of each of the Parties shall be incorporated therein by reference and be made a part of the Agreement.

2. Period of Performance: The Agreement, inclusive of these Terms and Conditions, shall commence on the Effective Date of the Agreement and shall continue on an ongoing basis until canceled by either Party in writing.

3. Compensation, Invoicing and Payment: In exchange for providing the Services, the Client will pay Win At Reading those fees specified in the Agreement. Win At Reading shall invoice the Client in accordance with the terms set forth in the Agreement. The payment terms to the Client shall be Net 15 unless otherwise specified in the Agreement. Unless otherwise agreed to in writing, Win At Reading’s invoices shall itemize the Services rendered and approved allowable expenses for the Services provided in the Agreement. The Client shall pay such invoiced amounts promptly after determining that the Services have been properly provided as stated and approved allowable expenses are supported by appropriate documentation.

4. Our Service Obligations:

4.1. Competency and Professionalism: Win At Reading and its personnel will perform the Services: (a) in a good, timely, efficient, professional and workmanlike manner; (b) with at least the same degree of accuracy, quality, efficiency, completeness, timeliness and responsiveness as are equal to the accepted industry standards applicable to the performance of the same or similar services; and (c) using personnel who are fully familiar with the teaching method, processes, procedures, and equipment to be used to deliver the Services.



4.2. Primary Teaching Approach: All tutoring services are provided using the Orton-Gillingham (“OG”) method. Orton-Gillingham is a “multi-sensory and explicit instructional approach to teaching designed for students having difficulties with reading (decoding), spelling and writing.” Learn more on the IMSE.org website:
<https://imse.com/about-us/what-is-orton-gillingham/>

4.3. Additional Teaching Approaches: While using OG as our primary teaching method, Win At Reading may interweave other concepts recommended by other leading authorities, as best suits the needs of the Student. For example, see the International Dyslexia Association at <https://dyslexiaida.org/> for a reliable resource for dyslexia and recommended approaches to teaching reading.

4.4. A Customized Approach for Your Student: With OG tutoring, there is no “one path”--we will work with you to assess your Student’s needs, create a plan for your Student, and to adjust the plan as needed while we move through the teaching sequence and monitor your Student’s progress.

4.5. Communication and Reporting: Win At Reading will communicate regularly with the Client and provide written Student progress reports at regular intervals to be not less than once per quarter.

5. No Warranty: Win At Reading makes no guarantees regarding results in terms of (a) the Student’s grades or performance for any particular project, assignment, or class; (b) the Student's rate of advancement in mastering reading concepts.

6. Location: Win At Reading will deliver all Services remotely through digital meeting and/or learning tools. The Tutor will arrange digital meetings at the scheduled tutoring times, and will provide the Client with an emailed link to the session no later than 24 hours before the session is to take place.

7. Client Obligations: The Client agrees to ensure that the Student is adequately prepared for each session, including having all books, materials, instructions, or other items necessary for tutoring services to be effective, and having logged into the digital tutoring environment. The Client will make every effort to communicate with the Tutor about alterations to the agreed on schedule with as much notice as possible.



8. Session Cancellation and Lateness:

8.1. Session Cancellation: The Client may cancel a scheduled session by providing the Tutor with 24 hours' notice via email; if less notice is provided, the Client will still be charged for the session. The Tutor may cancel a scheduled session by providing 24 hours' notice to the Client via email. The Client will not be charged for any Tutor-cancelled session.

8.2. Session Lateness: If the Student arrives late to a scheduled session, the Tutor is under no obligation to stay beyond the session's scheduled end to provide the Client with the full session length. If the Student arrives more than 10 minutes late to a scheduled session, the Student is considered a "no show," in which case the Client will be charged full price for the session regardless of whether any tutoring services are provided. If the Tutor arrives late to a scheduled session, the Client may choose to add the missed time to a future session at no additional cost, receive a partial refund, or receive a partial credit toward a future session.

8.3. Exceptions: Exceptions to the Cancellation and Lateness policies may be made for Student illness, family emergency, or unforeseen technical issues such as power or internet outages.

9. Agreement Termination: Win At Reading wants you to have a positive experience that meets the needs of your child and your family. For that reason:

9.1: "Good Fit Guarantee": After the first tutoring session, if the Client decides that Win At Reading is not a good fit for the Student, the tutoring session will be free and the Client will not be charged for it on our final invoice. A set of learning materials are necessary for tutoring, which will be sent to you prior to the start of tutoring (see a description of the materials and associated Materials Fee in your Tutoring Agreement). If you cancel after the first tutoring session, you may ship the learning materials back to us at your own expense. If the returned materials are complete and in good condition, you will not be charged the Materials Fee.

9.2: Cancellation by Client: You can cancel our tutoring services at any time and are under no obligation to continue the service. To cancel, you must send an email to the Tutor expressing your wish to discontinue tutoring services, at least 24 hours prior to your next scheduled session. You will be responsible for payment of a final invoice for all services rendered to you by Win At Reading prior to the date on which you discontinued service.



9.3: Cancellation by Win At Reading: We also reserve the right to discontinue providing services to you, with or without cause, at any point. Should this occur, you will receive timely communication from us regarding this discontinuation, to your registered email account. We will also email you with a written account of your child's learning progress within 10 business days. You will be responsible for payment of a final invoice for all services rendered to you by Win At Reading prior to the date on which we discontinued service.

10: Data Privacy and Data Security:

10.1: Nonpublic Personal Information: Win At Reading will take reasonable precautions, in keeping with the standards of its industry, as well as any applicable laws, when accessing, processing, or storing nonpublic personal information ("NPI") from the Client. Win At Reading shall respect the privacy of individuals' NPI and agrees to use such NPI only to the extent necessary for the purpose of fulfilling its obligations under the terms of this Agreement and in compliance with all applicable data privacy laws.

10.2: Video and Audio Recordings: Video and/or audio recordings and screenshots of the Student may be collected for Student assessment purposes and for internal quality control reviews. These recordings will not be shared with third parties without your consent.

10.3: Notification: If Win At Reading discovers or is notified of a breach of security relating to NPI provided by the Client, Win At Reading will notify the Client of such breach.

11: Independent Contractor Status. The relationship of Win At Reading to the Client shall be that of an independent contractor rendering services. Win At Reading shall have no authority to execute contracts or make commitments on behalf of the Client. Nothing contained herein shall be deemed to create the relationship of employer and employee, or principal and agent, joint venturer or partner between Win At Reading and the Client.

12. Non-Exclusive Relationship: It is agreed that Win At Reading will function as a non-exclusive consultant to the Client. The Client acknowledges that, during the term of this Agreement and thereafter, Win At Reading will offer, undertake, and continue to provide Services for clients other than the Client.

13. Authority and Enforcement of Obligations: The parties represent and warrant that: (a) each has the full power and authority to enter into the Agreement; (b) the Agreement is duly authorized by all necessary action and has been duly executed and delivered; (c) neither party has entered into any agreement with any other entity that contains restrictive provisions



regarding confidentiality and/or non-competition that may impair their ability to perform their specific obligations under the terms of the Agreement; and (d) the party representing the Client is a parent or legal guardian of the Student.

14. Intellectual Property: Win At Reading is the lawful owner or licensee of all programs and materials used by it in the performance of the Services contemplated in the Agreement that have not been provided by the Client; such programs and materials have been lawfully developed or acquired by Win At Reading and Win At Reading has the right to permit the Client access to or use of such programs and materials. The Client acknowledges and agrees that Win At Reading shall retain sole and exclusive ownership of all products and materials developed or acquired by Win At Reading, together with all related intellectual property rights.

15. Compliance with Laws: In connection with the performance of Services set forth in an applicable Agreement, Win At Reading shall comply, and shall cause Win At Reading's employees and consultants/subcontractors to comply, with all statutes, regulations, ordinances, judgments, permits and other governmental rules or restrictions, whether domestic or foreign, applicable to Win At Reading's execution of this Agreement.

16. Limitation of Liability: Win At Reading will not be liable for direct, indirect, incidental, or consequential damages (including, but not limited to, declining grades) with respect to any claim related to this Agreement and the Services provided. The Client indemnifies and holds harmless Win At Reading and any subcontractors working with the Win At Reading against all liability related to the tutoring. The Client will assume all legal fees claimed by third persons, provided that such loss or damage was not caused by the fault or negligence of the Win At Reading or its employees, agents, or subcontractors. The Client acknowledges that Win At Reading and its employees, agents, and subcontractors are not legal or medical professionals, and as such any services provided to the client by Win At Reading should not be construed to take the place of qualified legal or medical advice. Win At Reading recommends in all cases that the client engage with qualified specialists to receive guidance on matters related to the law and personal health.

17. Indemnification: To the extent allowed by law, each party shall indemnify and hold the other party harmless from any and all damages or liabilities that the other party may incur, including attorney's fees or other legal expenses, arising directly or indirectly from any act or omission of the first party. This Paragraph shall survive termination of the Agreement.

18. Choice of Laws. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflict of laws.



19. Entire Agreement, Amendment, Severability, and Renewal: The Agreement and incorporated Terms and Conditions, as of the Agreement Effective Date or any date thereafter, shall together be the entire Agreement between the Parties, and supersedes any prior oral or written agreements, understandings, or commitments. The Agreement may not be amended without prior written consent of the Parties. Should any part, term or provision of the Agreement be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. The Agreement may be renewed upon such terms and conditions as are mutually agreed to in writing by the Parties.