

Service Agreement & Terms of Purchase for Cathexis

Effective Date: 06/10/2025

Governing Entity: Ursula McDaid / “Astrology with Ursula”

Jurisdiction of Origin: New Mexico, United States

Applies To: All domestic and international purchasers

1. Program Overview

Cathexis is a digital, self-paced business and spiritual development course that uses planetary energetics to support entrepreneurs. The Program includes pre-recorded educational content, energetic practices, templates, rituals, and bonus resources.

You understand and agree that the Program is for informational and educational purposes only, and is not intended to diagnose, treat, or cure any condition or serve as a substitute for legal, medical, psychological, or financial advice.

2. Purchasing Terms

- The Program is priced in USD and all transactions will be processed in U.S. dollars. If you're located outside the U.S., your bank or card provider may apply a currency conversion fee.
- By purchasing, you authorize the Company to charge your payment method for the full Program fee (either \$44 USD or \$88 USD depending on current pricing).
- Due to the digital nature of the Program and instant delivery of content, no refunds will be issued under any circumstance. This policy applies internationally and is agreed to upon purchase.

3. Intellectual Property Rights

All materials—videos, writing, guides, downloads, branding, tools, rituals, audio, and bonus content—are the sole intellectual property of Ursula McDaid / Astrology with Ursula, protected by U.S. and international copyright and trademark laws.

You receive a personal, non-transferable, non-commercial license to use the content. You may not:

- Copy, share, resell, distribute, or reproduce the Program or any part of it
- Use the content for your own teachings, services, or commercial materials
- Translate, adapt, or alter the content for use under your own name or brand

Violating this clause may result in legal action under U.S. and/or international law.

4. Results Disclaimer

Your outcomes from this Program will vary. We do not make any guarantees regarding:

- Specific financial outcomes
- Number of clients or sales
- Personal or business transformation

All testimonials are from real clients. However, we do not guarantee or promise any specific outcomes, results, or earnings from your participation in the Program. Results vary based on numerous factors including but not limited to your level of effort, personal background, and timing. Your use of the Program is at your sole risk.

5. Limitation of Liability

To the fullest extent permissible under applicable law (including international consumer laws), you agree:

- We are not liable for indirect, special, incidental, consequential, or punitive damages
- Our total liability under any claim shall not exceed the amount you paid for the Program
- This limitation applies even if we were advised of the possibility of such damages

Some jurisdictions do not allow exclusions of implied warranties or limitations of liability. In such jurisdictions, our liability will be limited to the fullest extent permitted by law.

6. Use of Personal Information

If you are located in the EU, UK, Canada, or any region with data protection legislation (e.g., GDPR, PIPEDA), you agree that:

- We will collect, store, and use your personal information (name, email, payment data) only for purposes of Program delivery and communication
- We will never sell or misuse your data
- You may request access to or deletion of your personal data at any time

By purchasing, you consent to our use of your data in accordance with this clause.

7. Lifetime Access & Technology Disclaimer

You receive access for the lifetime of the Program, defined as as long as it is actively maintained by the Company. We reserve the right to retire the Program with at least 30 days' notice to all active users.

We are not responsible for technical issues beyond our control, such as email delivery failures, internet outages, or platform malfunctions. It is your responsibility to ensure you have the software and hardware needed to access the materials.

8. Governing Law & Jurisdiction

This Agreement is governed by the laws of the State of New Mexico, USA, without regard to conflict-of-law principles.

If a dispute arises:

- We agree to first try to resolve it informally via email within 30 days
- If unresolved, both parties agree to binding arbitration (not court) under the American Arbitration Association, conducted in Santa Fe County, New Mexico
- For international clients, this clause remains enforceable and binding unless your country's consumer protection laws explicitly prohibit arbitration

You waive the right to class action or jury trial.

9. Non-Disparagement Clause

You agree not to make false, disparaging, or defamatory statements—public or private—about the Company, its programs, services, or representatives. Violations may result in legal remedy.

10. Indemnification

You agree to indemnify and hold harmless the Company from any claims, losses, or damages (including attorney's fees) arising out of your:

- Breach of this Agreement
- Misuse of Program materials
- Violations of applicable laws in your country

11. Entire Agreement & Modifications

This document constitutes the entire agreement between us and supersedes all prior verbal or written agreements related to the Program. No oral modifications will be accepted. We reserve the right to update these terms at any time and will notify users via email when doing so.

12. Acknowledgment

By purchasing this Program, you confirm that:

- You have read, understood, and agreed to this Service Agreement
- You are entering into this agreement voluntarily
- You are at least 18 years old or of legal age in your country