



PROGRAM PARTICIPATION TERMS AND CONDITIONS

Kellie Guenther is a deep level astrologer, Certified Intuitive Intelligence Trainer with The Institute of Intuitive Intelligence[®], a 500-hr qualified Yoga Teacher and a Certified Environmental Practitioner (CEnvP).

Kellie utilises 13 Sign Sidereal Astrology accessing the power of our perception of the Solar System in our time to reprogram our subconscious patterning and experience our Soul and Service this lifetime.

Kellie Guenther has developed celestially aligned teaching and membership programs to help you refine your Purpose and Service, stand in your confidence and power, leave the impact you desire in the world and live your desired lifestyle.

This Program Terms and Conditions (the "**Agreement**") is a legally binding contract between you (the "**Program Participant**"), and Kellie Guenther ABN 98 157 048 260 (the "**Facilitator**", "**Kellie Guenther**") and applies to the purchase of the Programs referred to below.

Please read this Agreement carefully, seek independent legal advice or contact kellie@kellieguenther.com if you would like to discuss any aspect of this Agreement.

You are deemed to have accepted the terms contained in this Agreement upon payment of your selected Program fees.

TERMS AND CONDITIONS

1. **Term:**

- 1.1. This Agreement will begin upon payment of the selected Program fees.
- 1.2. It will apply for the duration of the selected Program and completion of any payment plan going beyond the length of the selected Program.

2. **Programs**

Kellie Guenther currently offers the following programs ("**Programs**"):

2.1 **Soul Service Astrology (SSA)** – 12 months – \$5555 Payment Plans are available – See paragraph 3 below.

This 9-month training program will qualify you as a professional 13-sign Sidereal Astrologer.

2.1.1 **Inclusions**

- Digital curriculum (13 chapters of in-depth content)
- 18 x 60-minute private mentoring calls (2 per month)
- 15 minutes per week of access to your Facilitator (Monday to Thursday 7-10pm AET)

2.1.2 Curriculum

- *Chapter 1: The History of Western Astrology and the Solar System*
- *Chapter 2: The Planets*
- *Chapter 3: The Zodiacs*
- *Chapter 4: The Houses and The Angles*
- *Chapter 5: The Moon and Nodes*
- *Chapter 6: The Aspects*
- *Chapter 7: The Archetypes*
- *Chapter 8: Intuitive and Experiential YOU!*
- *Chapter 9: Natal Chart Plotting – First Principles and Software*
- *Chapter 10: Chart Interpretation – The Big Picture*
- *Chapter 11: Chart Interpretation – The Detail*
- *Chapter 12: The Transits, Tracking and Life Stages*
- *Chapter 13: Solar Returns and Introduction to Synastry*

2.1.2 Expected outcomes

At the successful completion of this Program, you will be able to:

- Plot and interpret a Natal Birth Chart using 13-Sign Western Sidereal Astrology, both traditionally and intuitively.
- Know and integrate your who, why, what, and how in Life and Business and help your clients do the same.
- Know your mission and vision this lifetime. Help your clients do the same.
- Plot, track and interpret, traditionally and intuitively, planetary Transits, using 13-Sign Western Sidereal Astrology.
- Hold Experiential Astrology Sessions – these are client lead intuitive experiences and enable your clients a deeper connection to their innate intuition.
- Understand yourself deeply, take personal responsibility for your challenges or weaknesses, lean into your natural gifts and strengths, and tap into your highest purpose to be full of joy and Serve from this place of deep inner awareness and connection.
- Connect with and trust your intuition!
- Access the potent power of the actual observable placement of the planets for divination, channelling, and Experiential Alchemy. Your client will connect easily to something they can see (via an astronomy app or their home telescope!) than purely channelling an aspect of consciousness that doesn't mean anything to them.
- Live and serve on purpose. Reconnect you with your values, desires, skills, strengths, story, mastery. Align your authentic Self with your business so you can lead the life you dream of.

2.2 Consultations

2.3.1 All sessions and consultations are delivered via Zoom/Teams.

2.3.2 Unless otherwise agreed, sessions must be booked and completed within the weeks allocated.

2.3.3 If you do not book and attend sessions, these calls will be forfeited.

2.3 Assessments and Protocols – SSA Only

Assessments and case studies are compulsory if you intend to practice as an Astrologer for others. If you do, the following minimum requirements apply for successful completion, and these are your responsibility to complete to obtain timely certification as a qualified 13 Sign Sidereal Astrologer:

- Complete homework as assigned for each Chapter with reference to your Natal Chart.

- Plot and interpret two Natal Birth Charts of people you do not know well. A software program can be used. Recorded (video or audio) or written interpretations are acceptable.
- Plot and interpret one 3-month transit report for one of your Natal Birth Chart clients used in Term 3. Recorded (video or audio) or written interpretations are acceptable.
- Provide 2 recorded experiential sessions with your case study clients; these can be both Natal Charts or one Chart and one Transit.

2.4 Resubmission protocol

2.5.1 Participants may resubmit videos and homework if required.

2.5.2 Videos and plans for a group program or workshop will be reviewed and given feedback if required.

2.5.3 There is no refund for failure to complete or pass the Program.

2.5.4 If a Participant fails the assessment, they will be asked to re-do the Assessment.

2.5 Qualifications

Upon successful completion of SSA Only, participants will receive a Certificate of Completion for the Program as a 13-Sign Sidereal Astrologer.

3. Fees and Payment

3.1 Fee information for all programs is available on the website. Please refer to the website for updated fee and payment plan information.

3.2 Payment Plans are available for all programs by application for approved applicants only.

3.3 A premium payment (management fee) applies to all payment plans calculated at the time of purchase.

3.4 Special prices may apply from time to time. Please refer to the website.

3.5 All fees are in Australian Dollars and do not currently include GST (Australian Good and Services Tax).

3.6 Payment is accepted by Credit Card (via Stripe) or bank transfer upon request.

i. Late payments

3.7 You are responsible for ensuring that payments are made on time.

3.8 Kellie Guenther reserves the right to cease Program access until the due fees are paid in full.

3.9 If an account is beyond 30-days overdue, Kellie Guenther reserves the right to turn the account to third-party collections to collect your debt and related fees.

3.10 This Agreement will be terminated at this time, and no further access to the Program will be provided.

i. Variation

3.11 Kellie Guenther reserves the right to vary fees at any time.

3.12 Changes in fees will not affect you and will only apply to a new round of program delivery.

4. Refund Policy

You understand and agree:

4.1 Where a Participant cancels:

a. before the commencement of a program, the deposit of 10% of the total program fees is non-refundable;

b. within One (1) months of commencement of Soul Service Astrology, the participant is liable for 50% of the Program fee;

c. after One (1) months of commencement of Soul Service Astrology, the participant is liable for 100% of the Program fee.

4.2 No refunds are offered for a change of mind.

4.3 If the circumstances (see 4.8) warrant and a refund request is made before any the release of Program materials, a refund less \$300 administration fee will be provided.

- 4.4 You remain liable for the remainder of the Program fee regardless of whether you paid in full or by payment plan. (Please see **Refund Management** for reasons other than a change of mind below).

Refund Management

You understand and agree:

- 4.5 Your commitment to your success and completion of your selected Program is required to gain maximum results from the Program.
- 4.7 Refund requests of any Program will be managed according to our obligations and your rights as a consumer under Australian Consumer Law.
- 4.8 Refund requests will be considered on a case-by-case basis and are not guaranteed.
- 4.9 Where your payment method is via a payment plan, costs will be calculated and deducted from the total fees owing to Kellie Guenther.
- 4.10 You will remain liable for the balance for payment owed to Kellie Guenther.
- 4.11 Failure to pay at any time is a breach of this Agreement, and we are entitled to seek legal relief and remedy for this breach and recover the debt owed by you.
- 4.12 Outstanding accounts and costs for collection will be referred to a third party for debt collection.

5. Day to day communication

You understand and agree:

- 5.1 Day to day communication for the duration of the Programs is via Basecamp and email.
- 5.2 With any private matters such as queries regarding the Program, accounts, or personal issues, please email kellie@kellieguenther.com.
- 5.3 Emails are responded to within 48 hours during business hours, Monday to Friday.
- 5.4 The Facilitator will respond to group questions within 24 hours on business days only.

6. Participant Expectations

- 6.1 Participants are required to:
- complete all modules
 - watch replays of videos
 - complete homework
 - complete assessments
 - learn and practice new skills
 - be self-disciplined and self-motivated with study and skills practice
- 6.2 Your commitment includes but is not limited to:
- completing the entire Program you have purchased with full participation
 - attending all live calls
 - being present and engaged in Basecamp.
 - being committed to achieving your defined outcomes
 - being open-minded and curious
 - having the desire to be spirituality connected to yourself, our planet and the cosmos
 - having the desire to integrate the teachings of the Program within your life, business, and career
 - attending your scheduled private consultations with the Facilitator

Basecamp

- 6.3 The private Group is by invitation only for Program Participants.
- 6.4 The sole purpose of the Group is to provide a private forum for Participants to ask questions.
- 6.5 You agree to abide by the Group rules of conduct, privacy and confidentiality of group discussions, member details and posts relating to their personal stories and businesses.
- 6.6 You are prohibited from promoting your business, other groups and similar programs to that of the Program under this Agreement, in the Group or by private message to other group Participants.
- 6.7 Toxic, abusive and disrespectful conduct will result in removal from the Group.

- 6.8 Sharing posts from the Group, including images, is strictly prohibited. This conduct will result in immediate removal from the group.
- 6.9 You will respect the confidentiality of each participant in all group coaching calls.
- 6.10 You will not discuss other Participants or their personal stories in either an individual or professional context, outside the group, for any reason whatsoever without the express written permission of the participant.

Technology issues

- 6.11 Kellie Guenther shall not be held responsible if there are any problems with the website or if the host or network should go down due to circumstances beyond our control.
- 6.12 We will do our best to get the system back up as soon as possible when it is within our control.
- 6.13 Kellie Guenther shall not be liable to you or any other party because of viruses or malware that may infect your or any other party's electronic equipment.
- 6.14 You agree that you:
 - a. will not use any robot, spider or other devices, process or means to access the Program;
 - b. will not compromise or circumvent the security controls of the Program or otherwise gain unauthorised access to the Program;
 - c. will not attempt to interfere with the proper working of the Program.

Program Portal

- 6.15 You will be required to register your details to create a password to access the Program content in the Program Portal.
- 6.16 Your responsibility is to ensure the details you provide are correct and current.

Password security

- 6.17 You are solely responsible for the protection and confidentiality of any password that may be issued to you or subscribed by you from time to time.
- 6.18 You will not share your password with any other person.
- 6.19 You will immediately notify us if your password is lost or becomes known to any other person.
- 6.20 You are solely responsible for accessing and using this Site via your password, whether such access or use is by you or any other person.
- 6.21 The personal information you provide to the Program will be managed according to our Privacy Policy.

7. Confidentiality

- 7.1 All information shared with the Facilitator during individual coaching sessions is confidential and will not be shared with a third party unless required by law.
- 7.2 Personal and business information provided by you is managed by our [Privacy Policy](#)

8. Intellectual Property and Copyright

- 8.1 All material, including but not limited to videos, call recordings, resource downloads, and templates available in the Program and within any program created by Kellie Guenther, are the property of Kellie Guenther and her affiliates or licensors. Accordingly, they are protected by copyright, trademark, and other intellectual property laws.
- 8.2 As a Participant, you are always bound to ensure that you do not breach our intellectual property rights at any time for any reason.
- 8.3 You may not use any of the materials available in the Program or any teaching platform or in a manner that infringes any of our rights or has not been expressly authorised by us.
- 8.4 All material, including but not limited to videos, call recordings, resource downloads, and templates available in the Program and within any program created by Kellie Guenther, is provided solely for your personal use.

- 8.5 A Participant may use the material to deliver a Birth Chart Evaluation to their clients, and the use of materials is restricted to this purpose only.
- 8.6 Use of materials for any other commercial purpose is prohibited without the express written permission of Kellie Guenther.
- 8.7 You may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material the Program or related programs without the express permission of Kellie Guenther. You may request such permission by emailing kellie@kellieguenther.com.

9. Disclaimer

You understand and agree:

General

- 9.1 You have engaged Kellie Guenther's services and purchased the Program at your own risk.
- 9.2 The advice and information offered in the Programs are based exclusively on the impressions and experiences of Kellie Guenther.
- 9.3 Kellie Guenther makes no promises regarding the accuracy, relevance and quality of the information and the methods used in the Programs.
- 9.4 All content, resources, and coaching are solely for personal use and information.
- 9.5 Kellie Guenther does not offer any representations, warranties, or guarantees, verbally or in writing, regarding your results from the Programs.
- 9.6 Kellie Guenther cannot and does not make any guarantees about your ability to get results or improvements with your health or otherwise with our coaching, tools, ideas, information, or strategies.
- 9.7 Results are dependent on various factors, including but not limited to your current health status, commitment, personal ability, and dedication, and in no way dependent on any information or strategy provided to you by Kellie Guenther.

Medical disclaimer

- 9.8 Kellie Guenther is an astrologer, Intuitive Intelligence Trainer and qualified Yoga Teacher.
- 9.9 Kellie Guenther offers her clients a spiritual, metaphysical and transpersonal perspective to aid them in self-healing and self-empowerment.
- 9.10 Kellie Guenther is not a qualified doctor, psychologist, or counsellor.
- 9.11 Kellie Guenther does not claim to diagnose or heal conditions.
- 9.12 The information provided in her astrology programs are not intended to, cannot, and should not be expected to be a substitute for advice and treatment from a qualified medical practitioner.
- 9.13 You are advised to consult your doctor before making any health-related decisions during or participating in the Programs.

Earnings disclaimer

- 9.14 Kellie Guenther cannot and does not make any guarantees about your ability to get results or earn any money from mentoring, advice, ideas, information, or strategies provided in any Program or from your decision to develop a business by offering the skills and information you have learned.
- 9.15 You acknowledge that there is an inherent risk in any business enterprise or activity, and there is no guarantee that you will earn any money as a result of the purchase of any Program.
- 9.16 Nothing in the disclaimer above will limit or exclude any liability that may not be limited or excluded by applicable law.

10. Limitation of Liability

You understand and agree:

- 10.1 Liability for the services provided by Kellie Guenther is governed solely by the Australian Consumer Law and these Terms and Conditions.

- 10.2 Nothing in these Terms removes your Statutory Rights as a consumer under Australian Consumer Law.
- 10.3 To the extent permitted by law,
 - a. Kellie Guenther excludes all express or implied representations, conditions, guarantees, warranties, and terms relating to any Services except those set out in this Agreement.
 - b. Kellie Guenther denies any liability in contract, tort (including negligence), or otherwise for any direct, indirect, special, incidental, or consequential costs, losses, claims, damages, expenses or proceedings incurred or suffered by you arising directly or indirectly out of or in connection with its services, including but not limited to any loss, damage or expense arising from any defect, error, imperfection, fault, mistake or inaccuracy with the information or advice provided by Kellie Guenther.
- 10.4 Kellie Guenther guarantees that all services are supplied to you with due care and skill and fit for the services advertised.
- 10.5 To the extent that Kellie Guenther is unable to exclude liability; total liability for loss or damage you suffer or incur from services by Kellie Guenther is limited to re-supplying the Services to you or, at our option, refunding to you the amount you have paid for the Services to which your claim relates.

11. Dispute Resolution

You understand and agree:

- 11.1 You will contact Kellie Guenther immediately with any concerns for quick and effective resolution through friendly consultation.
- 11.2 In the event of a dispute, you agree to the following Dispute Resolution Procedure:
 - a. You must advise Kellie Guenther in writing of the nature of the dispute, the outcome you seek and what actions you believe will settle the dispute.
 - b. In good faith, you agree to meet with a key representative of Kellie Guenther in person or via Zoom or Skype to seek to resolve the dispute by Agreement and compromise.
 - c. If an agreement cannot be reached to resolve the dispute, any party may refer the dispute for mediation to the Law Society of New South Wales (NSW).
 - d. Both parties must attend the mediation provided by the Law Society of NSW in good faith to seek to resolve the dispute.
- 11.3 Litigation via the court process may only be considered after a genuine attempt at mediation bought by either party is unsuccessful.
- 11.4 Confidentiality is paramount to both parties personal and professional reputations and standing in their business and community.
- 11.5 At no time will any communications or discussions be made public, including but not limited to any social media platforms or websites of either party.
- 11.6 Any public discussion or comments about either party will be considered defamatory, harmful or otherwise damaging. They will be the subject of compensation in any mediation or litigation claim.

12. Governing Law

You understand and agree:

- 12.1 The Terms and Conditions of this Agreement are governed and construed under the laws of New South Wales.
- 12.2 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales.

Thank you for reading this Agreement. You accept the Program Terms and Conditions in this Agreement by proceeding with your payment.