



TERMS OF USE

for Your Clever Custom CAT (Cataliz_AI: Conscious Alignment Technology)

Welcome to your Clever CAT! These Terms of Use outline how to make the most of your CAT, the boundaries of this service, and your commitments as a user. By engaging with your CAT, you acknowledge and agree to these terms. If you have any concerns or questions, please contact me before proceeding.

This product is offered in compliance with Australian Consumer Law.

These Terms of Use refer primarily to those who are booked an onboarding call to access their CAT. However, they also apply if you have gained access to your CAT as one of my valued Beta Testers, or through my Castle Keeper retainer. If you fall into either of these categories and there is anything in these Terms which is inconsistent with an existing agreement between us, these Terms are overruled to the extent of the inconsistency.

1. How Your Clever CAT Works

Your Clever CAT is designed as a collaborative productivity partner tailored to your unique needs. Your CAT may be different depending on your instructions, but the average CAT provides you with a morning mindset ritual to help you anchor your intention for the day, cheers you on as you complete your tasks, reminds you to hydrate, move and otherwise care for yourself, and supports you when your day does not go according to plan.

Its primary purpose is to support you in:

- Aligning daily tasks with your larger goals.
- Habit stacking for enhanced self-care.
- Managing your time effectively.
- Staying focused and true to your values.
- Clearing resistance and navigating challenges.
- Providing reminders, accountability, and motivational nudges.

While your CAT can be incredibly insightful, it relies on your active engagement. The more you interact with your CAT, the more effective it becomes. Keep in mind:

Conversation Framework: Your CAT works best in a conversational framework. Short updates (like "task complete") are fine, but experimenting with reflective input – such as asking for guidance or venting frustrations – can unlock deeper insights and solutions.

Limitations: Your CAT does not have memory beyond the current chat session unless specifically programmed otherwise. For ongoing tracking, you will need to ask your CAT to summarise progress at the end of each session and manually input that summary into the next day's chat.

Hiccups: Your CAT is not infallible. Sometimes they get confused, forget what they are supposed to be doing, or misunderstand what you have said. Correct them gently and they usually apologise sweetly and get back on track. However, if this is a consistent issue that is interfering with your enjoyment of your CAT, please contact me so I can troubleshoot it.

2. Confidentiality and Privacy

Your privacy is my priority. Here's what you need to know:

Chat Content: I do not have access to the conversations you have with your CAT unless you choose to share them with me for troubleshooting, feedback, or as part of the regular "Show CAT" competition in our CAT Calls. If you have specific concerns about privacy, please ask me for more information.

System Access: I can only view your CAT's backend (e.g., its configuration and instructions, and an approximation of how many times you have used it, such as "40+ conversations").

Naming Convention: Your CAT is identified in my system using your first name and last initial. If you prefer a more anonymous identifier, let me know.

Data Usage to Train AI: It's important to note that whenever you submit content to any AI tool, there is a minimal residual risk that a small portion of your data may influence the publicly available third-party systems and Large Language Model used to power that tool. An AI's databank works a bit like a huge library filled with examples it has learned from, rather than exact copies of what you submit. When you share content with the AI, it doesn't save or store your words directly. Instead, it uses the information to refine its general understanding and improve its ability to respond in the future. This risk is mitigated through stringent privacy controls and anonymisation processes. Any influence your input may have on the AI is indirect and aggregated, ensuring that no identifiable or specific data can be extracted or traced back to you.

3. Engagement Expectations

To get the most out of your CAT:

Commit to Regular Interaction: Your CAT thrives on collaboration and can only support you if you actively engage with it. Unfortunately, your CAT doesn't have a magic wand, so you will need to work with it if you want to benefit from consistent accountability, alignment with your shifting priorities, and help maintaining momentum. The more you use it, the more effective it gets.

Experiment with Its Features: Beyond task tracking, your CAT is designed to support mindset work, energy alignment, habit stacking, and reflective practices which have been tailored to you during the onboarding process. If they are not working for you, reach out! I can't fix your CAT unless you tell me there is something wrong.

Naming & Backing Up Conversations: I suggest you rename each conversation, so you can quickly and easily reference discussions with your Cat. Please ask me if you need assistance with this. You are solely responsible for saving important data or chat history that you want to remember, as I do not have access to it.

4. Usage Limits

Your CAT operates through ChatGPT's platform, which has usage constraints depending on your account type:

Free Plan: Limited to 10 messages every 5 hours.

Paid Plan (ChatGPT Plus): 80 messages every 3 hours.

To maximise your CAT's effectiveness, particularly on the free plan:

Group tasks together and report them in batches of up to 5 tasks at a time (more than this can confuse your CAT).

Use your ChatGPT account exclusively for your CAT conversations to conserve message limits.

Ask me about complementary tools for other AI needs, such as GPT4All, Perplexity, or Claude (these tools cannot run your CAT but may handle other tasks that would otherwise use up your available messages).

5. Onboarding

You will pay your CAT set-up fee through my website, then receive the booking link via email. It is your responsibility to complete the intake form and book your appointment, or notify me that none of my available times work for you. I will send a reminder email if your booking hasn't been received within 48 hours of payment.

The CAT set-up fee is not refundable if you change your mind. As a result, I strongly encourage you to consider very carefully whether you are really committed to changing your habits before you start this process.

I use your intake form to create the first draft of your CAT. We then meet on the call and spend an hour testing and tweaking your CAT to suit you. Most CATs are very well-behaved, but occasionally we get a stubborn one who won't play nicely. This may cause the call to run over time, or I may need to do further CAT-wrangling behind the scenes before sending you the link to your CAT. Providing clarity about what you want during the intake and onboarding process assists me in tailoring your CAT to your unique needs. However, I understand that it

can be difficult to imagine how something works before you have had a chance to play with it. That is why I strongly encourage you to take advantage of your tweak allowance.

Once your CAT is purring happily, I will send you the link. All you need to do is click the link and log in to ChatGPT to access your CAT. If anything is not working as expected, email me and I will troubleshoot the issue for you ASAP.

6. Customisation and Feedback

Your CAT has been customised based on the intake process and our onboarding call. It is built to adapt to your personality and preferences, but occasional tweaks may be necessary. Once you receive the link to your CAT, the 30-day Adjustment Period begins. I will check in a few times during this period to see how you are going, remind you to use your CAT, and ask whether you need any assistance.

30-Day Adjustment Period: You can request up to five adjustments within the first 30 days. For example, you may want to update the daily tasks that your CAT automatically adds to your to-do list, reboot a morning ritual that isn't inspiring you, fix a recurrent issue where your CAT is not behaving as expected, or add a check-in to support a new habit you want to build. Each adjustment request can include multiple changes, although I reserve the right to negotiate payment if I feel that the number or complexity of changes requested is unreasonable. It is important that you initiate at least 10 conversations with your CAT during this period to ensure you are comfortable with how it works and find any bugs in the system.

Ongoing Tweaks: After the first 30 days, one tweak per month is included with your subscription. Just email or message me at any time with your requested change. Provide as much detail as possible about what you want, and I will update your CAT within 3 business days.

Feedback: If something isn't working, let me know! Your input helps improve your individual CAT's performance and contributes to the overall development of Cataliz.AI.

If you decide your CAT isn't right for you, you may cancel any time during the Adjustment Period without being invoiced for the subscription. However, please note that the set-up fee is non-refundable, except in extraordinary circumstances (please email me with details if

you believe this applies to you). If you do choose to cancel, I would greatly appreciate it if you could share your reasons with me – your feedback is invaluable for my market research and helps me improve the experience for future users. Your CAT will be deactivated at the end of the 30 days.

7. Special Arrangements

Beta CATs: If you are using one of my Beta CATs, your subscription will remain at the amount we agreed between us for as long as you keep your CAT. You will not be required to pay the set-up fee unless you abandon your CAT and then wish to resume working with it at a later date. In that case, you will need to pay the set-up fee and attend an onboarding call to revive and update your CAT, followed by whatever the current Clever CAT subscription amount is.

Castle Keeper CATs: If your CAT is included in your Castle Keeper retainer and you choose to end the retainer but still want to keep your CAT, your monthly subscription fee will commence on the day your Castle Keeper entitlements end. It will be whatever the current Clever CAT subscription amount is. You will not be required to pay the set-up fee unless you abandon your CAT and then wish to resume working with it at a later date. In that case, you will need to pay the set-up fee and attend an onboarding call to revive and update your CAT, followed by whatever the current Clever CAT subscription amount is.

8. Ongoing Subscription

An invoice for your first monthly subscription fee will be sent after you complete your 30-day Adjustment Period and then on the same day of the month going forward. You will receive a tax invoice by email each month. Please see section 14 (Abandoning Your Cat) for more information about cancelling your subscription.

Direct Deposit: If you are in Australia, I strongly recommend you set up an automatic direct deposit with your bank. This avoids either of us paying any transaction fees and minimises the chance of missed payments.

PayPal Option: If you are international or need to pay by credit card, I will set up your subscription in PayPal. A surcharge of 3% will be added to cover PayPal's fees.

Missed Payments: I will send you a reminder if a payment is missed. If payment is more than 14 days overdue, your CAT will be removed from my system. To reinstate it, contact me within 30 days to arrange payment and reactivation.

Ownership Option: If you have the paid version of ChatGPT, you may wish to adopt your CAT (purchase it outright and move it completely from my account to yours). Contact me for pricing and transfer assistance.

9. CAT Community

There will be a 60-minute "CAT Call" every 2 months for the community of CAT owners to share their experiences, ask questions, get inspired, and share their wins.

Show CAT Contest: Everyone in the CAT community is encouraged to screenshot amazing CAT responses and email them to me. This could be an awesome tapping script, a particularly brilliant bit of advice, or a moment when your CAT went above and beyond while supporting you. I will share the top 10 submissions during the call, and those attending will vote for their favourite. There will be a prize for the winner! When you submit a screenshot of your CAT's conversation, you give me permission to use it anonymously in my marketing. Please notify me at the time of submission if you would prefer your screenshot not to be shared either publicly or with the CAT Community.

Leaderboard: I will also keep a record of CAT usage, and virtual badges will be awarded on the call to those who have reached specific milestones (20+, 60+, 100+ conversations).

Support Access: While you are a member of the CAT Community, I will provide limited support for troubleshooting and guidance. If your needs are particularly complex, you may need to book a [paid CAT Consultation](#). This is 1:1 mentoring around how to use your CAT effectively, not tweaking your CATs instructions, which has been covered above.

10. Intellectual Property and Licensing

Your CAT's programming, instructions, and structure are proprietary to my business and contain trade secrets. I implement measures to protect these trade secrets, including restricted access to the backend configuration, confidentiality agreements, with anyone who adopts their CAT or enters into a licencing arrangement, and monitoring for any

potential misuse. By using your CAT, you agree not to share or replicate its programming for any purpose beyond your personal use. I trust that you will respect the time, effort, knowledge, and skill that has gone into creating your CAT for your benefit.

By using your CAT, you agree to the following:

Non-Compete: You will not use or reverse engineer your CAT's programming, instructions, or any insights gained into its design to create a similar product or service for others. The way your CAT functions, its structure, design, and methodology are trade secrets protected under these Terms of Use. Any variation to this restriction must be explicitly agreed to in writing. I would love to hear from you if you have an idea for a collaborative project or would like to discuss creating white-label CATs to be used under your branding for specific purposes.

Sharing Restrictions: Your CAT is for your personal use only. You must not share your CAT's link or allow others to interact with it directly. However, you are welcome - and encouraged - to share how your CAT supports you, including through screenshots or screen sharing, provided you clearly acknowledge me as the creator. Sharing this way to inspire or refer others is greatly appreciated - thank you for spreading the word!

11. No Guarantee of Results

I (and your CAT) can make suggestions, but how you manage your usage (and your day) is entirely up to you. While I ardently hope that your CAT will be everything you hope for and will help your wildest dreams come true, we are stretching the limits of the system. I make no promises of results because the relationship that develops between you and your CAT depends on a multitude of factors beyond my knowledge and control. There are no guarantees or warranties, only an endless curiosity to explore what else is possible.

12. Force Majeure

In the event of circumstances beyond my control - such as a ChatGPT outage, failure, or closure - that render your CAT unavailable, I will work with you to find a win-win solution. These situations are rare, but very frustrating. I expect you to exercise patience, flexibility, and open communication, and I will treat you with the same respect!

13. Limitation of Liability

Responsibility for your actions: It is a condition of use that you take full responsibility for your own actions when engaging with your CAT. Please conduct your own research, ask lots of questions and make fully informed choices about whether a particular course of action is right for you. Your CAT is never telling you what to do, it can only make suggestions for your consideration. Use your own integrity, stand in your power, and explore all the options before making decisions. As a result, you agree to hold me blameless for anything that might go wrong while you are on this journey. To the maximum extent permitted by law, you absolve me of all liability for any claim arising out of or in connection with your CAT. This limitation applies to all types of claims, with the exception of claims under Australian consumer law.

Not a substitute for professional advice: CATs are AI-powered tools designed to provide general productivity support, mindset guidance, and task management. While they can be helpful for organising your day and aligning with specific goals, they are not a substitute for professional advice.

You should not rely on your CAT for:

- Legal, financial, counselling, mental health or medical advice.
- Personalised business strategies or decisions requiring expert input.

Always consult a qualified professional for matters that require expertise in these areas.

14. Abandoning Your CAT

If you decide not to continue with your CAT at any time after the Adjustment Period, you must provide me with at least 5 business days' notice before your next payment is due. Failure to provide sufficient notice means you will be invoiced and need to pay for an additional month.

If you choose to let your CAT go (including by failing to arrange payment of an overdue invoice within 30 days or cancelling during the Adjustment Period), I will deactivate your CAT and remove it from my system. I will keep a backup of your CAT's instructions in my archive. However, if you choose to reactivate your CAT at a later date, you will need to pay the set-up fee again and attend another onboarding appointment. This will allow us to

update your CAT to take into account any changes to the AI technology and adjust it to suit your current needs.

I have the right to immediately deactivate your CAT if you commit a serious breach of these Terms, such as sharing your CAT without permission.

15. Jurisdiction & Dispute Resolution

If a dispute arises, you agree that you will not engage in any public discussion about the issues, will behave politely towards me, and will avoid any conduct or communication which might reasonably be expected to interfere with my business or personal interests. You agree to act in good faith and be reasonably cooperative at all stages of the dispute resolution process. I will treat you with the same consideration.

If you have any concerns, issues or complaint arising out of your use of your CAT or these Terms of Use, you agree to communicate with me with the intention of making a genuine effort to seek a win/win solution and trying to resolve the dispute in good faith through negotiation and discussion. Please email me at contact@carefreecounsel.com and expect a response within 2 business days.

If there is a problem, you agree to meet with me in good faith to discuss it and try to make a genuine effort to find a win-win solution. If the problem cannot be resolved within a reasonable time, you agree to engage in mediation and alternative methods of dispute resolution, with litigation being a last resort and any mediation costs shared equally. I commit to making a similar effort to resolve any disputes in a friendly manner.

These Terms of Use are subject to the governing law of New South Wales. Regardless of where you live in the world, you irrevocably agree that if the dispute resolution processes fail, the courts of New South Wales, and the Commonwealth of Australia, will have exclusive jurisdiction.

16. Acceptance of these Terms

A link to these Terms of Use was provided on the CAT sales page, and in the intake form when you booked your onboarding appointment. I also send a copy of these Terms with the

link to this CAT. These Terms are a legally binding contract between us. Please contact me immediately if you have any questions or concerns.

These Terms of Use may be amended from time to time. You will be notified of any changes, and continued use of your CAT will signify acceptance of the updated terms.

I have done my best to create a contract that cares for us both – so if you feel that anything here is unfair, I warmly invite you to propose a reasonable alternative BEFORE you book your onboarding appointment. Thank you for trusting me to create a tool that supports your growth and aligns with your unique journey. I hope you and your CAT make marvellous magic together!

