

## TERMS OF USE

Last Updated: 14 May 2025

### AGREEMENT TO TERMS

These **Terms of Use** constitute a legally binding agreement made between **you**, whether personally or on behalf of an entity (**you**) and **Catalystia (Company, we, us, or our)**, concerning your access to and use of the <https://4catalystia.org> website, as well as any other media form, media channel, mobile website, or mobile application related, linked, or otherwise connected thereto (collectively, the **Site**). By accessing the Site, you confirm that you have read, understood, and agreed to be bound by these Terms of Use. **IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND MUST DISCONTINUE USE IMMEDIATELY.**

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated by reference. We reserve the right, at our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will notify you of any changes by updating the **"Last Updated"** date of these Terms of Use. You waive the right to receive individual notice of each such change. It is your responsibility to periodically review these Terms to stay informed of updates. Continued use of the Site after the revised Terms are posted constitutes your acceptance of the changes.

The information provided on the Site is not intended for distribution to, or access by, any person or entity in any jurisdiction or country where such access or distribution would be contrary to law or regulation, or which would subject us to any registration requirement within such jurisdiction or country. Individuals accessing the Site from other locations do so on their own initiative and are solely responsible for compliance with applicable local laws.

The Site is not tailored to comply with industry-specific regulations such as the **Health Insurance Portability and Accountability Act (HIPAA)**, the **Federal Information Security Management Act (FISMA)**, or similar laws. If your interactions are subject to such laws, you may not use the Site. You may also not use the Site in any manner that would violate the **Gramm-Leach-Bliley Act (GLBA)**.

The Site is intended for users who are at least 13 years of age. All users who are minors in their jurisdiction of residence (typically under the age of 18) must have the permission of, and be directly supervised by, a parent or guardian to use the Site. If you are a minor, your parent or guardian must read and agree to these Terms of Use before you use the Site.

## INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the **Site** is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the **Content**) and the trademarks, service marks, and logos contained therein (the **Marks**) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions.

The Content and the Marks are provided on the Site **"AS IS"** for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited licence to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content, and the Marks.

## USER REPRESENTATIONS

By using the **Site**, you represent and warrant that:

1. All registration information you submit will be true, accurate, current, and complete.
2. You will maintain the accuracy of such information and promptly update it as necessary.
3. You have the legal capacity and you agree to comply with these Terms of Use.
4. You are not under the age of 13.
5. You are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site.
6. You will not access the Site through automated or non-human means, whether via a bot, script, or otherwise.
7. You will not use the Site for any illegal or unauthorized purpose.
8. Your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we reserve the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

## USER REGISTRATION

You may be required to register with the **Site**. You agree to keep your password confidential and are responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

Additionally, **Catalystia** is a lifelong learning platform, and we recommend using an email ID that you will not lose access to in the future (e.g., your personal ID) to ensure uninterrupted access. If you lose access to the email ID used to create your account (e.g., an institutional account), we cannot transfer data to another account or email ID.

Subject to applicable law and Catalystia's Privacy Statement, Catalystia may, at its discretion and where relevant to service delivery or program participation, share limited Personal Information provided by you with its affiliates, Partner Institutions (disclosed and undisclosed), or authorized service providers.

By engaging with Catalystia's services, you acknowledge and agree that you may receive direct communications, including but not limited to phone calls, emails, or text messages from Catalystia or its Partner Institutions. Such communication may relate to program offerings, eligibility updates, application support, or associated opportunities.

You retain the right to withdraw your consent to receive non-essential communications at any time by contacting [support@catalystia.org](mailto:support@catalystia.org) or using the opt-out mechanisms provided in such communications.

## PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.

2. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
3. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any "**Content**" or enforce limitations on the use of the Site and/or the "**Content**" contained therein.
4. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
5. Use any information obtained from the Site in order to harass, abuse, or harm another person.
6. Make improper use of our support services or submit false reports of abuse or misconduct.
7. Use the Site in a manner inconsistent with any applicable laws or regulations.
8. Use the Site to advertise or offer to sell goods and services.
9. Engage in unauthorized framing of or linking to the Site.
10. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
11. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
12. Delete the copyright or other proprietary rights notice from any "**Content**".
13. Attempt to impersonate another user or person or use the username of another user.
14. Sell or otherwise transfer your profile.
15. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("**gifs**"), **1x1 pixels**, **web bugs**, **cookies**, or other similar devices (sometimes referred to as "**spyware**", "**passive collection**

**mechanisms", or "pcms").**

16. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
17. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
18. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
19. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
20. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
21. Except as may be the result of a standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
22. Use a buying agent or purchasing agent to make purchases on the Site.
23. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
24. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the **"Content"** for any revenue-generating endeavour or commercial enterprise.

## USER GENERATED CONTRIBUTIONS

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, personal information, or other material (collectively, **"Contributions"**).

Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of, or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each such individual to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third party.
11. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits individuals under 18 in a sexual or violent manner.
12. Your Contributions do not violate any applicable law concerning child pornography or any law intended to protect the health or well-being of minors.
13. Your Contributions do not include any offensive comments connected to race, national origin, gender, sexual preference, or physical handicap.

14. Your Contributions do not otherwise violate or link to material that violates any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site.

## CONTRIBUTION LICENSE

By posting your Contributions to any part of the Site or making Contributions accessible to the Site by linking your account from the Site to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and to grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, along with any trademarks, service marks, trade names, logos, and personal or commercial images you provide. You waive all moral rights in your Contributions, and you warrant that no moral rights have otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with them. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site, and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, to:

1. Edit, redact, or otherwise change any Contributions;
2. Re-categorize any Contributions to place them in more appropriate locations on the Site; and
3. Pre-screen or delete any Contributions at any time and for any reason, without notice.

We have no obligation to monitor your Contributions.

## GUIDELINES FOR REVIEWS

We may provide you areas on the Site to leave reviews or ratings. When posting a review, you must comply with the following criteria:

1. You should have firsthand experience with the person or entity being reviewed.
2. Your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language.
3. Your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability.
4. Your reviews should not contain references to illegal activity.
5. You should not be affiliated with competitors if posting negative reviews.
6. You should not make any conclusions as to the legality of conduct.
7. You may not post any false or misleading statements.
8. You may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews at our sole discretion. We have no obligation to screen or delete reviews, even if they are considered objectionable or inaccurate by others. Reviews are not endorsed by us and do not necessarily represent our opinions or those of any of our affiliates or partners.

We assume no liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you grant us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

## MOBILE APPLICATION LICENSE

### Use License

If you access the Site via a mobile application, we grant you a **revocable, non-exclusive, non-transferable**, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms of Use.



You shall **not**:

1. Decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application.
2. Make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application.
3. Violate any applicable laws, rules, or regulations in connection with your access or use of the application.
4. Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application.
5. Use the application for any revenue-generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended.
6. Make the application available over a network or other environment permitting access or use by multiple devices or users at the same time.
7. Use the application to create a product, service, or software that is, directly or indirectly, competitive with or a substitute for the application.
8. Use the application to send automated queries to any website or to send any unsolicited commercial email.
9. Use any proprietary information or any of our interfaces or other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

### **Apple and Android Devices**

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an "**App Distributor**") to access the Site:

1. The license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the

applicable App Distributor's terms of service.

2. We are responsible for providing any maintenance and support services with respect to the mobile application as specified in this license or as otherwise required under applicable law. You acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance or support services.
3. In the event of any failure of the mobile application to conform to an applicable warranty, you may notify the relevant App Distributor, which may refund the purchase price (if any) paid for the application per its policies. To the maximum extent permitted by law, the App Distributor will have no other warranty obligation regarding the mobile application.
4. You represent and warrant that:
  - You are not located in a country subject to a U.S. government embargo or designated by the U.S. government as a "**terrorist supporting**" country.
  - You are not listed on any U.S. government list of prohibited or restricted parties.
5. You must comply with applicable third-party terms of agreement when using the mobile application (e.g., if you use a VoIP app, you must not violate its wireless data service agreement).
6. You acknowledge and agree that the App Distributors are third-party beneficiaries of this mobile application license. Each App Distributor shall have the right (and will be deemed to have accepted the right) to enforce these terms against you as a third-party beneficiary.

## SOCIAL MEDIA

As part of the functionality of the Site, you may link your account with online accounts you have with third-party service providers (each such account, a "**Third-Party Account**") by either:

1. Providing your Third-Party Account login information through the Site; or
2. Allowing us to access your Third-Party Account, as permitted under the applicable terms and conditions that govern its use.

You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breaching any terms of use, and without obligating us to pay any fees or becoming subject to any usage limitations imposed by the service provider.

By granting us access to any Third-Party Accounts, you understand that:

- We may access, make available, and store (if applicable) any content you have provided to and stored in your Third-Party Account (the "**Social Network Content**") so that it is available on and through the Site via your account, including, without limitation, any friend lists.
- We may submit to and receive from your Third-Party Account additional information, as permitted, when you link your account.

Depending on your privacy settings in the Third-Party Accounts you choose, personally identifiable information that you post may be visible on and through your Site account.

If a Third-Party Account or its service becomes unavailable, or our access is revoked by the provider, your Social Network Content may no longer be available on the Site.

You may disable the connection between your Site account and any Third-Party Account at any time. **PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS.**

We do not review Social Network Content for accuracy, legality, or non-infringement and are not responsible for any such content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contact list stored on your mobile device or tablet to identify and notify you of contacts who have registered on the Site.

You may deactivate this connection via your account settings or by contacting us. We will attempt to delete any information obtained through your Third-Party Account stored on our servers, except for your username and profile picture, which may remain associated with your account.

## SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("**Submissions**") provided by you to us are non-confidential and shall become our sole property.

We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You hereby waive all moral rights to any such Submissions, and you warrant that any such Submissions are original to you or that you have the right to submit them. You agree that there

shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **SCHOLARSHIPS**

Catalystia may offer scholarships to eligible Counselors based on the completion of designated training programs, assessments, or developmental milestones, as defined by Catalystia or its authorized Program Partners.

Scholarships may also be awarded retroactively where explicitly stated. Retroactive eligibility may apply, for example, when a Counselor updates their profile with verifiable records of prior achievements. Select scholarships may be subject to limitations in number and are awarded in accordance with eligibility criteria defined by Catalystia or the relevant Partner.

Such eligibility criteria may include, but are not limited to, training completion status, assessment performance, or certification outcomes. Criteria may vary across scholarship categories and are subject to the terms issued by the awarding Partner or Catalystia.

Catalystia reserves the right to verify any submitted information. Any inaccurate, unsubstantiated, or misleading claims may result in immediate disqualification from current and future scholarship consideration. Where applicable, Partner organizations may be notified of the disqualification.

Catalystia makes no guarantees, representations, or warranties that the use of the platform or receipt of a Catalystia scholarship will result in selection, admission, or appointment by any third-party institution. Notwithstanding the foregoing, Catalystia affirms that participation in its services shall not adversely affect eligibility under a Partner's independent selection process.

## **MODIFICATION OF THESE TERMS**

Catalystia reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Site. If the changes are substantial, we will place a notice on the Site, send you an email, or communicate the updated Terms in some other manner.

If you disagree with the revised Terms, you may terminate this Agreement with immediate effect and discontinue your use of the Site and the Services. If you do not terminate your Agreement before the revised Terms become effective, your continued access to or use of the Site will constitute your acceptance of the revised Terms.

## **THIRD-PARTY WEBSITE AND CONTENT**

The Site may contain (or you may be sent via the Site) links to other websites ("**Third-Party Websites**") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("**Third-Party Content**").

Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us. We are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including their content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies.

Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or Third-Party Content does not imply our approval or endorsement. If you decide to leave the Site and access a Third-Party Website or use/install any Third-Party Content, you do so at your own risk. These Terms of Use no longer apply once you leave the Site.

You should review the applicable terms and policies, including privacy and data gathering practices, of any external site or app you access through the Site. Any purchases made via Third-Party Websites are between you and the respective third party, and we bear no responsibility for such transactions.

You acknowledge and agree that we do not endorse any products or services offered on Third-Party Websites, and you agree to hold us harmless from any harm caused by your purchase or interaction with them. Additionally, you shall hold us harmless from any losses or damages resulting from your use of or interaction with any Third-Party Content or Third-Party Website.

## SITE MANAGEMENT

We reserve the right, but not the obligation, to:

1. Monitor the Site for violations of these Terms of Use.
2. Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including, without limitation, reporting such user to law enforcement authorities.
3. In our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof.
4. In our sole discretion and without limitation, and without notice or liability, remove from the Site or otherwise disable all files and content that are excessive in size or are in any

way burdensome to our systems.

5. Otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

## PRIVACY POLICY

We care about data privacy and security. By using the Site, you agree to be bound by our Privacy Policy posted on the Site, which is incorporated into these Terms of Use.

Please be advised that the Site is hosted in India. If you access the Site from any other region of the world with laws or requirements governing personal data collection, use, or disclosure that differ from Indian laws, then by continuing to use the Site, you are transferring your data to India and you consent to its transfer and processing there.

Further, we do not knowingly accept, request, or solicit information from children, or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act (COPPA), if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Site as quickly as reasonably possible.

## COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "**Notification**").

A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification.

Please be advised that under applicable law, you may be held liable for damages if you make material misrepresentations in a Notification. If you are unsure whether content located on or linked to by the Site infringes your copyright, you should consider contacting an attorney before submitting a Notification.

## TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site.

**WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING, WITHOUT LIMITATION, FOR BREACH OF ANY**

REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of that third party.

In addition to termination or suspension, we reserve the right to take appropriate legal action, including, without limitation, pursuing civil, criminal, and injunctive redress.

## MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time, for any reason, and at our sole discretion, without notice. However, we are not obligated to update any information on our Site.

We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We do not guarantee that the Site will be available at all times. We may experience hardware, software, or other issues, or need to perform maintenance that could result in interruptions, delays, or errors.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time and for any reason, without notice. You agree that we are not liable for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance.

Nothing in these Terms of Use shall obligate us to maintain or support the Site, or to provide any corrections, updates, or releases in connection therewith.

## GOVERNING LAW

These Terms shall be governed by and interpreted in accordance with the laws of the **United Arab Emirates (UAE)**. You and Catalystia irrevocably consent that the courts of the UAE shall have exclusive jurisdiction to resolve any dispute that may arise in connection with these Terms.

## DISPUTE RESOLUTION

### Binding Arbitration

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved under the governing laws of the UAE. The number of arbitrators shall be three (3). The seat, or legal place, of arbitration shall be **Dubai, United Arab Emirates**, and the language of the proceedings shall be **English**.

### **Restrictions**

The Parties agree that any arbitration shall be limited to the dispute between the Parties individually. To the full extent permitted by law:

- (a) no arbitration shall be joined with any other proceeding;
- (b) there is no right or authority for any dispute to be arbitrated on a class-action basis or to utilize class action procedures; and
- (c) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

### **Exceptions to Arbitration**

The Parties agree that the following disputes are not subject to the above provisions concerning binding arbitration:

- (a) Any disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party;
- (b) Any dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and
- (c) Any claim for injunctive relief.

If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any dispute falling within that portion found to be illegal or unenforceable. Such disputes shall instead be decided by a court of competent jurisdiction as outlined in the Governing Law section, and the Parties agree to submit to the personal jurisdiction of that court.

### **CORRECTIONS**

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including but not limited to descriptions, pricing, availability, and other content. We reserve the right to correct any such errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

### **DISCLAIMER**

THE SITE IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT



PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE. WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR:

1. ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS,
2. ANY PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE,
3. ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,
4. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE,
5. ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND
6. ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING. WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

### **LIMITATIONS OF LIABILITY**

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA,

OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION WILL AT ALL TIMES BE LIMITED TO THE LESSER OF:

- THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE THREE (3) MONTH PERIOD PRIOR TO THE CAUSE OF ACTION ARISING, OR
- ONE THOUSAND DOLLARS (\$1,000.00 USD).

CERTAIN U.S. STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

1. Your Contributions;
2. Use of the Site;
3. Breach of these Terms of Use;
4. Any breach of your representations and warranties set forth in these Terms of Use;
5. Your violation of the rights of a third party, including but not limited to intellectual property rights; or
6. Any overt harmful act toward another user of the Site with whom you connected via the Site.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims.

We will use reasonable efforts to notify you of any such claim, action, or proceeding that is subject to this indemnification upon becoming aware of it.

## USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the Site's performance, as well as data relating to your use of the Site. Although we perform routine backups, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site.

You agree that we shall have no liability to you for any loss or corruption of such data, and you hereby waive any right of action against us arising from such loss or corruption.

## ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

**YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE.** You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or laws in any jurisdiction that require an original signature, delivery, or retention of non-electronic records, or require payments or the granting of credits by means other than electronic methods.

## MISCELLANEOUS

These Terms of Use, along with any policies or operating rules posted by us on the Site or in respect to the Site, constitute the entire agreement and understanding between you and us.

Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law.

We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

No joint venture, partnership, employment, or agency relationship is created between you and us as a result of these Terms of Use or use of the Site.

You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of physical signing by the parties to execute them.

## CONTACT US

To resolve a complaint regarding the Site or to receive more information about its use, please contact us at: [support@catalystia.org](mailto:support@catalystia.org)