

Terms of Use

Effective Date: January 2025

These Terms of Use (“Terms”) govern your use of products and services (the “Services”), which are provided by or on behalf of Catalyst Writing LLC (“Catalyst”, “Company”, “we”, “our” or “us”).

Our Privacy Policy, available [here](#), is incorporated by reference into these Terms. Please read these Terms and the Privacy Policy carefully before you access the Services, as these Terms form a binding legal agreement between you and Catalyst.

These Terms may apply to you individually, the business or other legal entity user you represent, or both. If you are using the Services on behalf of a company or other legal entity, you hereby represent and warrant that you have the authority to enter into these Terms on behalf of such entity. By accessing, registering for or using the Services, you: (1) acknowledge that you have read and understand these Terms; (2) agree to be bound by them in their entirety, and (3) are entering into a legally binding agreement with us. As used in these Terms and unless separately identified as applicable to either an individual or entity, “you” and “your” refer to both you individually and the entity on behalf of which you are entering into these Terms.

Your use of our services requires your acceptance of all of these terms as they may be amended from time to time, including the policies incorporated by reference herein, which includes the Catalyst Privacy Policy.

1. DISCLAIMER

YOU ACKNOWLEDGE THAT SOME CONTENT PROVIDED BY CATALYST IN CONNECTION WITH THE SERVICES MAY CONTAIN FINANCIAL INFORMATION AND DATA PROVIDED BY ONE OR MORE OF CATALYST’S LICENSORS (THE “CONTENT”). THE CONTENT IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INVESTMENT ADVICE.

YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT RECEIVE, AND WE DO NOT PROVIDE, ANY PROFESSIONAL ADVISORY SERVICES, OR ANY INVESTMENT ADVISORY OR FINANCIAL PLANNING SERVICES, INCLUDING INVESTMENT SUPERVISORY OR INVESTMENT MANAGEMENT SERVICES, INVESTMENT RECOMMENDATIONS. NO PORTION OF THE SERVICES, THE COMPANY PLATFORM OR CONTENT PROVIDED SHOULD BE CONSTRUED AS LEGAL, FINANCIAL, OR ACCOUNTING ADVICE. IT IS YOUR EXCLUSIVE RESPONSIBILITY TO REVIEW AND EVALUATE THE CONTENT AND TO

DETERMINE WHETHER TO ACCEPT OR REJECT ANY PORTION THEREOF AND CORRESPONDINGLY DETERMINE WHETHER ANY PROFESSIONAL ADVISOR, INVESTMENT ADVISER OR INVESTMENT ADVISORY SERVICE IS APPROPRIATE FOR YOUR INDIVIDUAL SITUATION (OF WHICH WE HAVE AND EXPRESS NO KNOWLEDGE OR OPINION). WE EXPRESS NO OPINION AS TO WHETHER ANY OF THE SERVICES OFFERED BY ANY PROFESSIONAL ADVISOR OR REGISTERED INVESTMENT ADVISER IS APPROPRIATE FOR ANYONE'S INVESTMENT PORTFOLIO, STRATEGY, FINANCIAL SITUATION, OR INVESTMENT OBJECTIVE(S).

ACCORDINGLY, NONE OF THE SERVICES OR THE CONTENT ARE INTENDED TO FORM THE BASIS FOR ANY INVESTMENT DECISION, AND NO SPECIFIC RECOMMENDATIONS ARE INTENDED. CATALYST EXPRESSLY DISCLAIMS, AND YOU HEREBY RELEASE CATALYST FROM, ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THE SERVICES OR CONTENT, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING FROM SUCH INFORMATION. CUSTOMER HEREBY EXPRESSLY WAIVES ALL KNOWN AND UNKNOWN CLAIMS IT MAY NOW OR IN THE FUTURE HAVE AGAINST CATALYST ARISING FROM OR IN CONNECTION WITH ANY CONTENT OR CUSTOMER MODIFIED CONTENT.

2. YOUR ELIGIBILITY; YOUR RESPONSIBILITY

To be eligible to use the Services, you represent and warrant that you: (i) are at least 18 years of age, or otherwise over the age of majority in the jurisdiction in which you reside; (ii) are not currently restricted from the Services and are not otherwise prohibited from having an account related thereto; (iii) will only maintain one account at any given time; (iv) will only provide accurate information to Catalyst; (v) have full power and authority to enter into these Terms and doing so will not violate any other agreement to which you are a party; and (vi) will not violate any rights of Catalyst or a third-party.

You assume all responsibility for your use of, and access to, the Services. An account is for a single user.

3. PERSONAL INFORMATION; ACCOUNT

3.1. Accuracy. By registering for our Services, you represent and warrant that all information you submit to us is true, accurate, current and complete and that you will promptly notify us in writing if your information changes. It is your responsibility to keep your account and profile information accurate and updated. We are not responsible for any disputes or claims related to any inaccurate, incomplete, or untimely information provided by you to us.

3.2. Privacy. To use our Services, you must register with us and submit certain personally identifiable information. You expressly agree that we may collect, disclose, store and otherwise use your information in accordance with the terms of the Catalyst Privacy Policy, available [here](#).

3.3. Account. The account you create in connection with the Services and any and all data generated in connection with such account or your use of the Services is owned exclusively by Catalyst. With regard to your account, you agree to: (i) keep your password secure and confidential; (ii) not permit others to use your account; (iii) not use the accounts of others; (iv) not transfer your account to another party; and (v) notify us of any actual or suspected unauthorized use of your account. You are responsible for any activity occurring under your account.

3.4. Feedback. You may from time to time identify problems, solutions to identified problems, provide suggestions, comments or other feedback related to our Services or otherwise relating to Catalyst (“Feedback”) to Catalyst. You acknowledge and agree that all Feedback is and shall be given entirely voluntarily and Catalyst shall be free to use or disclose such Feedback for any purpose. You further acknowledge and agree that your Feedback does not contain confidential or proprietary information and you are not entitled to any compensation or reimbursement of any kind from Catalyst under any circumstances relating to such Feedback.

4. PERSONAL USE; LIMITED LICENSE; OWNERSHIP

Subject to the terms and conditions herein, Catalyst grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license and right to access the Services through a generally available mobile device, web browser or Catalyst authorized website to view content and information and otherwise use the Services solely in connection with your use of the Services during the Term. This license is personal to you, and you may not re-sell or re-license, our Services, permit other users access to our Services through your account, or use the Services for any other purpose. You acknowledge that, except as otherwise expressly provided, these Terms are solely between you and Catalyst.

The Catalyst Pro license includes the right to (a) rebrand the outward appearance of content made available by Catalyst in connection with the Services, and (b) add or include with any such content your own commentary, opinions, information, additional disclosures or disclaimers, or other content provided that such content modified according to this subsection (b) may not be shared with any third party other than your or your employer’s bona fide customers (in each case (a) or (b), or collectively, “Customer Modified Content”). Customer Modified Content may not include any disclosures, disclaimers, statements, information, representations or other materials or content that purport to reflect Catalyst opinions or advice or that otherwise conflict or is inconsistent with anything in this Agreement (including disclaimers set forth herein). The Catalyst license does not include the aforementioned right.

You are solely responsible for Your Content, including the accuracy and quality of Your Content, and the means by which Your Content was acquired. You warrant and represent that it does not and will not infringe upon the intellectual property rights of any third party when used in the manner contemplated by this Agreement. You acknowledge that we will aggressively enforce our intellectual property rights with respect to Company Content to the fullest extent of the law.

Except as expressly set forth above, without the prior written approval of Catalyst, you may not distribute, publicly perform or display, lease, sell, transmit, transfer, publish, edit, copy, create derivative works from, rent, sub-license, distribute, decompile, disassemble, reverse engineer or otherwise make unauthorized use of the Services. Any commercial use not expressly authorized is prohibited. You agree not to remove, obscure, or alter copyright, patent, trademark, or other proprietary rights notices affixed to the Services. Your rights are subject to your compliance with these Terms as well as any other agreements applicable to the Services you are using. The Services provided by Catalyst are licensed, not sold. The Services, and all copies of the Services, are exclusively owned by Catalyst or its third-party licensors and are protected by various intellectual property laws, including, without limitation, copyright and trade secret laws. Catalyst reserves all rights not expressly granted to you herein. You agree that you have no right to any Service or any Catalyst trademark or service mark and may not use any Service or such mark in any way unless expressly authorized by Catalyst.

Making unauthorized copies or distribution of the Services' content or otherwise violating these Terms may result in the termination of your Catalyst account, prohibition on use of the Services, and further legal action. Catalyst reserves the right to limit your use of or access to the Services, in its sole discretion in order to maintain the performance and availability of the Services and to enforce these Terms of Service.

Catalyst is not liable for the loss, corruption, alteration or removal of any content transmitted using our Services. By using our Services, you expressly waive the right to seek damages and agree to hold Catalyst harmless for any such loss, alteration, corruption or removal. You acknowledge and agree that you are solely responsible for retaining all records and reconciling all transaction information relating to your use of the Services.

5. FEES; PAYMENT TERMS

If you purchase any Services that we offer for a fee ("Paid Services"), you agree to pay the applicable fees for the Paid Services when due plus all related taxes. All applicable taxes are calculated based on the billing information you provide us at the time of purchase. Unless otherwise denoted, all fees are assessed in U.S. dollars. You also agree that Catalyst and its third-party servicers providing payment processing services may store your payment information. We may charge your payment information for subsequent charges you authorize, such as account upgrades or other special charges authorized by you. If the payment method you use with us reaches its expiration date and you do not edit the applicable information or cancel such Paid Service, you

authorize us to continue billing that payment method and you remain responsible for any uncollected amounts. If you purchase a subscription to a Paid Service, you will be billed immediately upon purchasing or upgrading to a subscription account. Unless otherwise set forth on an applicable ordering document incorporating these Terms, the Services are billed in advance and are non-refundable. For any upgrade or downgrade in plan level, your payment information will automatically be charged the new rate on your next billing cycle in addition to the prorated change in the amount of your subscription for the remainder of the current billing cycle. Your subscription account shall automatically renew, provided that you may cancel the subscription any time before the end of the current billing period and the cancellation will take effect on the next billing period. You agree to reimburse us for all collection costs and interest for any overdue amounts.

Catalyst may offer certain customers free trials to Paid Services. If you purchase a subscription to a Paid Service that includes a free trial, you will receive free access to such Paid Service for the duration of the free trial period. At the end of the applicable free trial period, you will be charged the price of the subscription for such Paid Service and may continue to be charged until you cancel your subscription. To avoid charges, you must cancel before the end of the free trial period.

Failure to pay may result in the termination of your subscription. You may cancel or suspend your Paid Services by contacting Catalyst at info@catalystwriting.com. Unless expressly stated to the contrary, we do not guarantee refunds for lack of usage, dissatisfaction or any other reason. Paid Services may be subject to additional terms, in addition to these Terms, related to the provision of the Paid Service.

6. THIRD-PARTY CONTENT

We do not control, and we are not responsible for, any data, content, services, or products (including software) that you access, download, or receive while using the Services. We may, but do not have any obligation to, block information, transmissions or access to certain information, services, products or domains to protect the Services, our network, the public or our users. We are not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Service.

7. ACCEPTABLE USE POLICY

You agree to comply with all applicable laws and regulations in connection with your use of the Services. You may not use our Services to post or transmit any illegal material, including without limitation any transmissions that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law or regulation. In particular, the following is a representative, non-exhaustive list of acts that are prohibited:

- a. Actual or attempted unauthorized use or sabotage of any computers, machines or networks;
- b. Introducing malicious programs into Catalyst's Services, network or servers (e.g. viruses, worms, Trojan horses, etc.);
- c. Engaging in any monitoring or interception of data not intended for you without authorization;
- d. Attempting to circumvent authentication or security of any host, network, or account without authorization;
- e. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Services, or any part thereof;
- f. Adapt, modify or create derivative works based on the Services, technology underlying the Services, or other users' content, in whole or part;
- g. Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on the Services except as permitted in these Terms, or as expressly authorized by Catalyst in writing;
- h. Using any method, software or program designed to collect identity information, authentication credentials, or other information;
- i. Transmitting or receiving, uploading, using or reusing material that is abusive, indecent, defamatory, harassing, obscene or menacing, or a breach of confidence, privacy or similar third-party rights;
- j. Transmitting or receiving, uploading, using or reusing material that violates any intellectual property rights of a third-party, including, without limitation, patents, trademarks, trade secrets or copyrights;
- k. Transmitting, receiving, uploading, using or reusing material that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- l. Falsifying user identification information;
- m. Using the Services for anything other than lawful purposes including, but not limited to, intentionally or unintentionally violating any applicable local, state, national or international law; or

- n. Impersonating any person or entity, including, but not limited to, a Catalyst representative, or falsely stating or otherwise misrepresenting your affiliation with a person or entity.

You agree not to use the Services for the purpose of recruiting for another website or service that offers competing functionality to the Services.

8. TERM; RIGHT TO RESTRICT OR TERMINATE ACCESS

These Terms shall be in effect upon the earlier of your access to the Services or upon your registration to use the Services and shall continue for as long as you use or otherwise have access to the Services. Catalyst may deny or restrict your access to all or part of the Services without notice in its reasonable discretion if it deems that you have engaged in any conduct or activities that Catalyst in its reasonable discretion believes violates the letter or spirit of any of these Terms. If Catalyst denies or restricts your access to the Services because of such a violation, you shall have no right to obtain any refund or credit for the subscriptions fees you have paid.

The initial term of this Agreement is the period of time that begins on the Order Effective Date specified in the Order and will continue for the period specified in the Order (“**Initial Term**”) unless earlier terminated in accordance with this Agreement. If no Initial Term is specified, then the Initial Term shall be one year. In the case of Professional Services, if there is no term specified in the Order, the end date shall be upon completion of Professional Services or earlier termination as permitted by this Agreement. Following the Initial Term, unless otherwise specified in a written Order Form, or an applicable Service Attachment, this Agreement shall be automatically renewed for successive terms of one (1) year (each a “**Renewal Term**”), unless either party gives the other party written notice of its intent not to renew at least thirty (30) days before the expiration of the Initial Term or any subsequent Renewal Term. The termination shall be effective on the last day of the applicable Term in which either party delivered such termination notice. If a third party is paying for the Services on your behalf, you must notify the third party, and the third party must notify us of your termination of the Agreement.

The Company may terminate this Agreement immediately if in its reasonable judgment it determines that you are in breach of any of the provisions of this Agreement.

In no event shall limited usage or no usage of the Services constitute cancellation, notice of cancellation, or entitle you to a refund.

In the event you terminate this Agreement with respect to a specific Order Form prior to the expiration of the then current Term, you will be required to pay to the Company an “**Early Termination Fee.**” If you terminate an Order Form during the Initial Term, the Early Termination Fee shall be equal to the balance of the remaining fees owed to the Company during the Initial Term under such Order Form. If you terminate an Order Form during any Renewal Term, the Early Termination Fee shall be equal to fifty percent

(50%) of the balance of the remaining fees owed to the Company during such Renewal Term of such Order Form.

In the event your early termination of this Agreement results from your execution of a new Order Form for downgraded Services during the Initial Term of an Order Form, the Early Termination Fee will be equal to the difference between (i) the balance of the remaining fees under the original Order Form and (ii) the balance of the remaining fees under the original Order Form, but calculated using the rates in the new Order Form (the “**Downgrade Amount**”). In the event that a downgrade occurs during a Renewal Term, such Early Termination Fee shall be fifty percent (50%) of the applicable Downgrade Amount.

Upon termination or expiration of this Agreement for any reason, the license rights granted by the Company to you shall immediately terminate, and you must immediately cease use of the Services. Upon termination of this Agreement for any reason, or upon our written request at any point, you shall promptly return or destroy all copies of the Services and content provided, and provide to us a written certification that all copies and modifications in any form have been either returned or destroyed. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement (including, without content and domain transfer obligations, limitation of liability and indemnification) will survive termination or expiration and continue in full force and effect.

In the event that these Terms or the Services are terminated for any reason or no reason, you acknowledge and agree that you will continue to be bound by these Terms. Following termination, you shall immediately cease use of the Services and any license granted to you under any agreement related to your use of the Services shall immediately terminate. Upon termination, Catalyst reserves the right to delete all of your content, data, and other information stored on Catalyst’s servers. Catalyst will not be liable to you or any third party as a result of the termination of these Terms or the Services or for any actions taken by Catalyst pursuant to these Terms as a result of such termination. Without limiting the generality of the foregoing, Catalyst will not be liable to you or any third-party for damages, compensation, or reimbursement relating to your use of the Services, or the termination thereof.

You may terminate these Terms by terminating your use of the Services and any related account. Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these Terms, will survive the termination of these Terms and termination of the Services. Termination of these Terms or the Services does not relieve you from your obligation to pay Catalyst any amounts owed to Catalyst.

9. PROPRIETARY RIGHTS

The Company hereby reserves all intellectual property rights not explicitly granted in this Agreement. As between the Company and you, the Company owns all intellectual property rights in and to the Services, Company Content, and the Company Platform,

and to all related documentation and copies thereof, including without limitation all copyrights, trademarks, patents, trade secrets and other intellectual property (the “**Proprietary Rights**”), including goodwill or reputation that accrues to the Company’s intellectual property. To the extent that any Proprietary Rights are invented, created, developed, or first reduced to practice under this Agreement, jointly by the parties or in connection with the Company’s provision of Services, including by incorporating your comments or suggestions, the Company will own all right, title, and interest in and to such Proprietary Rights, with no duty to account to you or compensate you with respect to the use and exploitation of the Proprietary Rights.

10. SECURITY

You acknowledge and agree that you are solely responsible for protecting your password and other personal information and for the consequences of not protecting such data. Access to our Services and to certain online transactions may involve the use of identification numbers, passwords, payment accounts or other individualized nonpublic information (“Private Documentation”). You shall use your best efforts to prevent unauthorized use of our Services, your account, or of any Private Documentation, and shall promptly report to Catalyst any suspected unauthorized use or other breach of security. You shall be responsible for any unauthorized use of your account, identification numbers or passwords until we receive written notice of a breach of security and a request to block further access for such numbers and passwords. Catalyst shall not be liable for any unauthorized use of payment accounts.

11. NON-DISCLOSURE AND CONFIDENTIALITY

These Terms and the Services and all documents, data, information, and other materials, which are disclosed or made available by us to you in connection with the Services are confidential (collectively, the “Confidential Information”). Notwithstanding the foregoing, neither financial and investment information and data not related to Catalyst’s financial or business information nor Customer Modified Content shall constitute Confidential Information provided the same are otherwise used in accordance with these Terms. You may not use the Confidential Information for any purpose other than fulfilling your obligations and exercising your rights under these Terms. You may not disclose the Confidential Information to any third-party without our prior written consent, except that you may make disclosures to the extent required by a court order or as otherwise required by law. If you are required by law or similar process to disclose any Confidential Information, you will provide us with prompt prior written notice of such request or requirement so that we may seek an appropriate protective order and/or waive compliance with this section. Upon our request or termination of the Agreement for any reason, you will return to us all Confidential Information, together with any copies of the same, or destroy the Confidential Information and certify to us its destruction. The requirements of confidentiality set forth herein will survive the return of such Confidential Information or termination of the Agreement. You acknowledge that damages for improper disclosure of Confidential Information may be irreparable; therefore, Catalyst is entitled to seek equitable relief, including temporary restraining

order(s) or preliminary or permanent injunction, in addition to all other remedies, for any violation or threatened violation of this section.

12. DISCLAIMER OF WARRANTY

Actual service coverage, speeds, locations and quality may vary. The Services may be subject to unavailability for a variety of factors beyond our control including emergencies, third-party service failures, transmission, equipment or network problems or limitations, interference, signal strength, and may be interrupted, limited or curtailed. Delays or omissions may occur. We are not responsible for data, messages or pages lost, not delivered, delayed or misdirected because of interruptions or performance issues with the Services or communications services or networks. We may impose usage or Services limits, suspend the Services, or block certain kinds of usage in our sole discretion to protect users or the Services. The accuracy and timeliness of data received is not guaranteed.

YOUR USE OF THE SERVICES, CONTENT AND CUSTOMER MODIFIED CONTENT IS AT YOUR SOLE RISK. ALL SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, NONINFRINGEMENT, AVAILABILITY OR ACCURACY OF INFORMATION. CATALYST DOES NOT WARRANT THAT THE SERVICES, CONTENT OR CUSTOMER MODIFIED CONTENT WILL BE AVAILABLE, WILL MEET YOUR REQUIREMENTS OR WILL OPERATE IN AN UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE MANNER OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. CATALYST DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES, CONTENT OR CUSTOMER MODIFIED CONTENT, IN TERMS OF THEIR ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, OR OTHERWISE.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR CONDITIONS, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH EVENT, CATALYST'S WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES, CONTENT OR CUSTOMER MODIFIED CONTENT WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

13. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL CATALYST, ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS OR OTHER THIRD PARTY PARTNERS ("CATALYST PARTIES") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL

DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF OUR SERVICES, CONTENT OR CUSTOMER MODIFIED CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY; INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM LOST PROFITS, LOST DATA, LOSS OF BUSINESS OR BUSINESS INTERRUPTION, WHETHER DIRECT OR INDIRECT, ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF OUR SERVICES, CONTENT OR CUSTOMER MODIFIED CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICES.

A CATALYST PARTY'S TOTAL CUMULATIVE LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID CATALYST FOR YOUR USE OF THE SERVICES IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) THE SUM OF ONE HUNDRED US DOLLARS (\$100).

SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY. IN SUCH STATES OR JURISDICTIONS, THE CATALYST PARTIES' LIABILITY TO YOU SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CATALYST TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN SECTIONS 10 AND 11 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

14. INDEMNITY

You agree to defend, indemnify and hold the Catalyst Parties harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party arising out of or relating to (i) any violation of these Terms by you; (ii) any content, information or material you submit or otherwise transmit through our Services; (iii) your violation of any rights of another; (iv) your use of the Services or any content, information or material made available to you through the Services, including, without limitation, Content; or (v) the creation, distribution or other use of Customer Modified Content. You will immediately notify Catalyst in writing of any claim subject to this section. Catalyst reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to defense by you.

15. ELECTRONIC NOTICES AND DISCLOSURES

You acknowledge and agree that Catalyst may provide notices and other disclosures to you electronically by posting such notices or other disclosures on Catalyst's website or by emailing it to you at any email address provided to Catalyst by you. Such notices or other disclosures shall be considered received by you following the posting on the website or twenty-four (24) hours following the email being sent to you, as applicable. Any such electronic notice or other disclosure shall have the same effect and meaning as if it had been provided to you as a paper copy.

16. CHANGES TO THE TERMS

We may add to, change or remove any part of these Terms, at any time without prior notice to you other than listing of a later effective date than the one set forth at the top of these Terms. Such modification shall be effective immediately upon posting in the Services or on Catalyst's website. As your next visit to Catalyst's website or use of the Services may be governed by different Terms, we encourage you to look for a new effective date on these Terms when you visit our website or use the Services. It is your responsibility to check these Terms periodically for changes. If we make any material changes to these Terms, we will endeavor to provide registered users with additional notice of any changes, such as at your e-mail address of record or when you log-in to your account.

Your use or continued use of the Services following the posting or notice of any changes to these Terms or any other posted policies shall constitute your acceptance of the changed Terms or policies.

17. MISCELLANEOUS

These Terms, along with any rules, guidelines, or policies published on the Catalyst homepage constitute the entire agreement between Catalyst and you with respect to your use of our Services. If there is any conflict between the Terms and any other rules or instructions posted on the Services, the Terms shall control. No amendment to these Terms by you shall be effective unless acknowledged in writing by Catalyst.

Notwithstanding the foregoing, Catalyst reserves the right, in its sole discretion, to modify these Terms or the policies referenced herein at any time as set forth above. These Terms shall be governed by, and construed in accordance with, the laws of the state of Florida, without reference to its choice of law rules. Subject to the arbitration provisions above, exclusive venue for any action arising out of or in connection with this agreement shall be in Gainesville, FL. The parties each hereby consent to the jurisdiction and venue in Gainesville, FL and waive any objections to such jurisdiction and venue. Notwithstanding the foregoing, you agree that Catalyst shall be entitled to apply for injunctive remedies or other equitable relief in any jurisdiction. Subject to any applicable law to the contrary, you agree that any cause of action arising out of or related to the use of our Services must be commenced within one (1) year after the cause of action accrues, or such action will be permanently barred. If any portion of

these Terms is found to be unenforceable or invalid for any reason, that provision will be limited or eliminated to the minimum extent necessary so that the rest of these Terms will otherwise remain in full force and effect. There are no third-party beneficiaries to these Terms, including, without limitation, your employer. You may not assign your rights or obligations under these Terms without the prior written consent of Catalyst. Catalyst's failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right. Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these Terms, will survive the termination of these Terms and termination of the Services. All headings included in these Terms are included for convenience only, and shall not be considered in interpreting these Terms. These Terms do not limit any rights that Catalyst may have pursuant to any intellectual property laws or any other laws. All rights and remedies available to Catalyst, pursuant to this Agreement or otherwise, at law or in equity, are cumulative and not exclusive of any other rights or remedies that may be available to Catalyst. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Services, or any other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services. Except as otherwise expressly set forth herein, there shall exist no right of any person, other than you and Catalyst, to claim a beneficial interest in these Terms or any rights occurring by virtue of these Terms. No independent contractor relationship, partnership, joint venture, employer-employee or franchise relationship is created by this Agreement.

If you have any questions, complaints, or claims, you may contact Catalyst at: 3033 SW 98 Drive, Gainesville, FL 32608.