**Catalyze Acceptable Use Policy**

This Acceptable Use Policy describes actions that Catalyze prohibits when any person uses the Catalyze Services (“Services”), including parties (“Customer”) to a separate agreement with Catalyze who use the Catalyze Services. In the event of a conflict between this Acceptable Use Policy and an underlying Agreement with a Customer, the underlying Agreement shall govern.

The Catalyze Services may not be used in any illegal, abusive or other manner that interferes with the business or activities of any other party, including being used in violation of HIPAA. The following list gives examples of prohibited actions, including types of email and content. This list is provided by way of example and should not be considered exhaustive.

**Prohibited Actions:**

* Attempting to bypass or break any security mechanism on any of the Catalyze Services or using the Catalyze Services in any other manner that poses a security, privacy, or service risk to Catalyze or any of its users or customers.
* Testing or reverse-engineering the Catalyze Services in order to find limitations, vulnerabilities or evade filtering capabilities.
* Removing any copyright, trademark or other proprietary rights notices contained in or on the Services.
* Reformatting or framing any portion of the web pages that are part of the Services’ administration display without Catalyze’s permission.
* Using the Catalyze Platform in connection with illegal peer-to-peer file sharing.
* Launching or facilitating, whether intentionally or unintentionally, a denial of service attack on any of the Catalyze Services or any other conduct that adversely impacts the availability, reliability or stability of the Catalyze Services.
* Reusing, without explicit permission, documentation, policies, or other content provided by Catalyze.
* Utilizing Catalyze Services in a way that knowingly violates HIPAA rules.

**Prohibited Content**:

* Content that infringes a third party's rights (e.g., copyright) according to applicable law;
* Excessively profane content;
* Any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights;
* Content advocating racial or ethnic intolerance;
* Content intended to advocate or advance computer hacking or cracking;
* Gambling;
* Other illegal activity, including without limitation illegal export of controlled substances or illegal software;
* Illegal drug paraphernalia;
* Phishing;
* Malicious content, sending, uploading, distributing or disseminating or offering to do the same with respect to any unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, or otherwise objectionable content; or
* Other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third-party rights.
* Content that is not authorized to be stored or accessed according to HIPAA.

**Prohibited Email:**

* Transmitting any material that contains viruses, trojan horses, worms or any other malicious, harmful, or deleterious programs.
* Using the Catalyze Services in any manner that violates any applicable industry standards, third party policies or requirements that Catalyze may communicate to its users.
* Engaging in any unsolicited advertising, marketing or other activities, including, without limitation, any activities that violate anti-spam laws and regulations including, but not limited to, the CAN SPAM Act of 2003.
* Using the Catalyze Services in connection with any unsolicited or harassing messages (commercial or otherwise).
* Using Catalyze Services to engage in fraudulent activity with respect to third parties.
* Violating or facilitating the violation of any local or foreign law, including laws regarding the transmission of data or software.
* Taking any action to encourage or promote any activity prohibited under this Acceptable Use Policy.
* Transmitting any material that infringes the intellectual property rights or other rights of third parties.
* Transmitting any material that is libelous, defamatory, discriminatory or otherwise malicious or harmful to any person or entity.
* Creating a false identity or forged email address or header, or otherwise attempting to mislead others as to the identity of the sender or the origin of a message, imitating or impersonating another person or his, her or its email address, or creating false accounts for the purpose of sending spam.
* Unauthorized data mining any web property (including Services) to find email addresses or other user account information.
* Sending unauthorized email via open, third-party servers.
* Sending emails to users who have requested to be removed from an applicable mailing list.
* Selling, exchanging or distributing to a third party the email addresses of any person without any legally required consent to such disclosure.
* Sending unsolicited emails to significant numbers of email addresses belonging to individuals and/or entities with whom Customer or its Authorized Users have no preexisting relationship in violation of applicable law.

**Customer Content on the Services and Take Down Obligations.**

* Customer agrees to promptly take down any content that violates this Acceptable Use Policy, including pursuant to a take-down request from Catalyze. In the event that Customer elects not to comply with a request from Catalyze to take down certain Content, Catalyze reserves the right to directly take down such Customer Content or to disable Applications upon reasonable prior written notice.
* In the event that Customer becomes aware of any violation of this Agreement by a user of one of Customer’s applications, Customer shall promptly terminate such users' account on the Customer application. Catalyze reserves the right to disable Customer’s applications in response to a violation or suspected violation of this Agreement.
* Customer agrees that it is solely responsible for (and that Catalyze has no responsibility to it or to any third party for) the Customer application or any content that it creates, transmits or displays while using the Catalyze Services and for the consequences of its actions (including any loss or damage which Catalyze may suffer) by doing so, except to the extent caused by the Services or Catalyze.
* Customer agrees that Catalyze has no responsibility or liability for the deletion or failure to store any Customer content and other communications maintained or transmitted through use of the Service.

Last Updated: May 15, 2014