

Catalyst Terms of Service

Effective Sep 21, 2018. [Document History](#)

This Agreement applies to:

- The Catalyst Website (getcatalyst.in)
- The Catalyst Web Application hosted on your subdomain - your-organization.getcatalyst.in

For the rest of this document, these will be referred to as **Catalyst Services**

This document is a sister-document to our [Privacy Policy](#). Please make sure you read both carefully before accessing or using a Catalyst Service.

Introduction

English, Not Legalese

Most Terms of Service and Privacy Policy documents are unreadable. They are written by lawyers and for lawyers, and in our opinion are not very effective.

Because **we believe in establishing long-term relationships with our customers**, we decided to use plain English instead as much as possible, to make our terms as clear as possible.

Please don't forget that we are real people: take a look at [our company page](#) to get to know us a little. We are not perfect, but we're trying our hardest, because we genuinely care about your success.

When you read **Playlyfe** or **we** below, it refers to Playlyfe as defined in the [Who We Are](#) section of [our Privacy Policy](#)

Our Catalyst Web Application also include the concept of an Organization Owner, or Administrator. For the rest of this document, these will collectively be referred to as **Owners**.

Should you have other questions or concerns about this document, please [get in touch](#)

Using Our Services Means Accepting These Terms

By accessing or using a Catalyst Service in any way, whether you are visiting our websites, have created your own Catalyst Organization or are invited to someone else's Organization as a user, you agree to and are bound by the terms and conditions written in this document, the [Data Processing Addendum](#) as well as our [Privacy Policy](#).

If you do not agree to all of the terms and conditions contained in this document and our Privacy Policy, do not access a Catalyst Service.

This is a living document. With your help, we want to make it the best in the industry.

If you read something that rubs you the wrong way, or if you think of something that should be added, please get in touch! We're all ears!

We don't amend this document for any particular customer, but if your changes apply to all of our customers, we'll be happy to update it for everyone. Scroll to the bottom to see the history so far.

We improve this document over time. If the changes are significant, we will provide a prominent notice on our home page, product login screens, or by sending you an email notification. By continuing to use the Service, you will implicitly accept the changes we make.

Your access and use of the Catalyst Services is always subject to the most current version of this document.

Support

Support for Catalyst is provided via email at help@getcatalyst.in.

Chat and phone support is also included, but **only provided to Owners**.

Owners are responsible for first-level support to the people in their Catalyst Organization. If you have an issue with your Catalyst Service, contact your Owner(s) first.

We continuously update our documentation so that users can help themselves and Owners are better equipped to help their users.

We take pride in providing excellent customer support, but we are also a small team and value our work/life balance. This means that although we'll try our best, **we do not guarantee 24/7 support**.

System Requirements

To access our Services, you need a modern web browser (IE11 or Edge, Chrome 49+, Firefox 52+, Safari 9+) with cookies and JavaScript enabled.

Your devices have to be able to access our servers on port 443 and 2222 (for SFTP uploads).

Data Security

Access and Security of Your Data

By using Catalyst Services you agree that we shall process your data in accordance with applicable data privacy laws and where applicable, the [Data Processing Addendum](#) which are incorporated into these Terms by reference and in accordance with our [Privacy Policy](#).

We also provide details relating to information security on our [Data Security page](#).

Intellectual Property Rights

Who Owns Catalyst Materials?

Catalyst Materials are all the information, data, documents (e.g. white papers, press releases, datasheets, FAQs, etc.), communications, downloads, files, text, images, photographs, graphics, videos, webcasts, publications, content, tools, resources, software, code, programs and products on the Catalyst Services produced by Playlyfe.

Catalyst Materials are protected by copyrights, trademarks, patents, trade secrets and all other intellectual property and proprietary rights, and any unauthorized use of the Catalyst Materials may violate such laws and

the Terms of Service.

You agree not to copy, republish, frame, download, transmit, modify, adapt, create derivative works based on, rent, lease, loan, sell, assign, distribute, display, perform, license, sublicense or reverse engineer the Catalyst Services or Catalyst Materials or any portions of them.

You agree that you will not decompile, reverse engineer or otherwise attempt to discover the source code of the software. Any copying or redistribution of the software is prohibited, including any copying or reproduction of the software to any other server or location for further reproduction, redistribution or use on a service bureau basis. Any unauthorized use, copying or distribution of the software is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

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- Catalyst Materials may not be modified or altered in any way.
- Catalyst Materials on Catalyst may not be distributed or sold, rented, leased, licensed or otherwise made available to others.
- You may not remove any copyright or other proprietary notices contained in the Catalyst Materials.
- You may not copy or distribute any graphics in the Catalyst Materials apart from their accompanying text.
- You will not quote or display Catalyst Materials, or any portions thereof, out of context.
- Catalyst reserves the right to revoke the authorization to view, download and print the Catalyst Materials available via Catalyst Services at any time, and any such use shall be discontinued immediately upon notice from Playlyfe.
- The rights granted to you constitute a license and not a transfer of title.
- Any Catalyst Materials made available only upon payment of a fee may only be viewed, downloaded and printed subject to your payment of such fee.

Who Owns the IP of My Data?

Playlyfe does not claim intellectual property rights over the data uploaded on Catalyst nor the assets your users upload.

For the Catalyst Web Application, we leave it to each Catalyst Organization Administrator(s) to decide who should own the IP of the data on their Catalyst Organization. We encourage Organization Administrator(s) to make their policy clear to their Organization's users, either via email or any other form convenient to them.

You acknowledge and agree that Playlyfe has no liability of any kind should anyone you granted access to your content modify, destroy, corrupt, copy or distribute it, or violate the terms of use or other limitations that you may impose on the use of your shared content.

Playlyfe does not pre-screen user materials that users provide or otherwise submit via Catalyst Services; however, Playlyfe may remove any posted or submitted user materials from Catalyst Services for any reason without notice in its sole discretion. By posting or submitting your user materials, you represent and warrant that you own or otherwise control all of the intellectual property rights and other rights to your user materials

as described in these Terms of Service, including all the rights necessary for you to post or submit your user materials.

In addition, by posting or otherwise submitting your user materials that contain images, photographs, pictures, videos, webcasts or that are otherwise graphical in whole or in part ("Images"), you represent and warrant that: (a) you own the copyright in such Images, or that you have obtained all necessary license(s) from the copyright owner(s) of such Images to use such Images, or portions thereof, in keeping with your use in connection with Catalyst Services and as otherwise permitted by these Terms of Service; (b) in the event you choose to grant licenses and sublicenses to such Images, you have the rights necessary to grant the licenses and sublicenses described in these Terms of Service; and (c) you have received consent from any and all persons depicted in such Images to use the Images as set forth in these Terms of Service, including the distribution, public display, public performance and reproduction of such Images.

You are solely and entirely responsible for all of your user materials that you post or otherwise submit via Catalyst Services. You shall assume all risks associated with the use of your user materials including any reliance on the accuracy, completeness or usefulness of your user materials. Playlyfe does not guarantee the accuracy, integrity or quality of your user materials. You acknowledge and agree that by accessing or using Catalyst Services, you may be exposed to user materials from others that are offensive, indecent or otherwise objectionable.

Reliability

Do You Guarantee That Catalyst Services Will Be Accessible at All Times?

In short, we do not. Like all other cloud-based applications, we are vulnerable to the inherent unreliability of the Internet. We do not offer contracted SLA for availability to Catalyst Services and your data.

That said, high reliability is something we are proud of and something we deliberately chose to compete on. We have developers, system administrators and support staff on call, 24 / 7.

We monitor Catalyst closely and have set up automated alarms to be notified (via email and SMS) when the Catalyst service is under stress, so that we can deal with the issue before it becomes a problem that might impact customer access.

You acknowledge and agree that Playlyfe shall not be liable for any failure to store your materials on Catalyst Services at any time.

Play Nice Clauses

Use of Catalyst Services

You agree that you shall not:

- Collect, harvest, mine or engage in any other activity to obtain e-mail addresses, phone numbers, personal information or any other information about others.
- Use or attempt to gain access to or use another's user or company account, password, data, or computer systems or networks connected to any Catalyst Services server, whether through hacking, password mining or any other means.
- Access or attempt to access any material that you are not authorized to access.

- Make available any files containing materials where you do not own or control, or have not received the necessary licenses to, all intellectual property rights, rights of privacy and publicity and all other rights in and to such materials.
- Use any materials in any manner that infringes any intellectual property rights or other rights of any party.
- Disrupt or interfere with the security of, or otherwise cause harm to, Catalyst Services, Catalyst Materials, systems resources, accounts, passwords, servers or networks connected to or accessible through Catalyst Services or any affiliated or linked sites.
- Transmit unsolicited or bulk communications to any Catalyst Services account holder or to any getcatalyst.in or affiliated e-mail address.
- Post or otherwise submit any software, programs or files that are harmful or disruptive of another's equipment, software or other property, including any corrupted files, time bombs, Trojan horses, viruses and worms.
- Create a false identity for the purpose of misleading others.
- Download any materials posted by another that you know, or reasonably should know, cannot be legally reproduced, distributed, performed or displayed in such manner.
- Disrupt, interfere or inhibit any other user from using and enjoying Catalyst Services or other affiliated or linked sites, materials or services.
- Access or use Catalyst Services in any manner that could damage, disable, overburden or impair any Catalyst Services server or the network(s) connected to any Catalyst Services server.
- Violate any applicable laws or regulations related to the access to or use of Catalyst Services, or engage in any activity prohibited by the Terms of Service.
- Post or otherwise submit any topic, name, material or information that is child pornography, defamatory, excessively violent, harassing, inappropriate, indecent, lascivious, lewd, obscene, profane, racist, unlawful, or otherwise objectionable.
- Prepare, compile, use, download or otherwise copy any Catalyst Services user directory or other user or usage information or any portion thereof, or transmit, provide or otherwise distribute (whether or not for a fee) such directory or information to any third-party.
- Engage in any chain letters, contests, junk e-mail, pyramid schemes, spamming, surveys or any other duplicative or unsolicited messages (commercial or otherwise).
- Violate the rights of Playlyfe or any third-party (including rights of privacy and publicity) or abuse, defame, harass, stalk or threaten another.
- Use any Playlyfe or Catalyst Services domain name as a pseudonymous return e-mail address.
- Market any goods or services for any business purpose (including advertising and making offers to buy or sell goods or services), unless specifically allowed to do so by Playlyfe.

Materials and Services provided by third parties are governed by separate agreements accompanying such materials and services. Playlyfe offers no guarantees and assumes no responsibility or liability of any type with respect to the third-party services, including any liability resulting from incompatibility between a third-party service, Catalyst Materials, the Catalyst Services or another third-party service. You agree that you will not hold Playlyfe responsible or liable with respect to the third-party services.

Special Treatment for Spammers

In the event of your or others' access to or use of Catalyst Services or Materials in connection with the transmission of spam unsolicited e-mail or postings in violation of these Terms of Service, you acknowledge and agree that Playlyfe would be irreparably harmed thereunder and that monetary damages would be an

insufficient and ineffective remedy; therefore you agree that Playlyfe is entitled to obtain immediate injunctive relief against any such transmission (in addition to all other remedies available at law or in equity). Playlyfe may without restriction block, filter or delete unsolicited e-mail.

Subdomain Squatting

For our Services that allow you to specify a subdomain, you may not engage in subdomain squatting. Service accounts that are inactive for more than 6 months may also be removed without further notice. Some of the factors that we take into account when determining what conduct is considered to be subdomain squatting are:

- the number Service accounts created
- creating Service accounts for the purpose of preventing others from using those account names
- creating Service accounts for the purpose of selling those account

Attempts to sell, buy, or solicit other forms of payment in exchange for Service subdomains are also violations and may result in permanent account suspension.

Restriction and Termination of Use

We may block, restrict, disable, suspend or terminate your access to all or part of the Catalyst Services at any time in our sole discretion, without prior notice or liability to you. To this day, we have never had to do this, and we hope it never happens.

If you breach any of the terms and conditions in this document, your authorization to access or use the Catalyst Services automatically terminates. Any materials downloaded or printed from the Catalyst Services in violation of the Terms of Service must be immediately destroyed.

If you think we removed your access by mistake, get in touch and we'll give you our reasoning.

Notification of Copyright Infringement

Playlyfe will, in appropriate circumstances, terminate the accounts of users who infringe the intellectual property rights of others. Playlyfe will investigate notices of copyright infringement and take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512©(2) ("DMCA").

If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on Catalyst Services or on sites linked to from Catalyst Services, please provide written notification of claimed copyright infringement to [the designated agent for Playlyfe](#), which must contain the following elements:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed;
- A description of the copyrighted work or works that you claim have been infringed and identification of what content in such work(s) is claimed to be infringing and which you request to be removed or access to which is to be disabled;
- A description of where the content that you claim is infringing is located on a Catalyst Service;
- Information sufficient to permit Playlyfe to contact you, such as your physical address, telephone number, and e-mail address;

- A statement by you that you have a good faith belief that the use of the content identified in your Notice in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Playlyfe's designated agent for notice of claims of copyright infringement can be reached [here](#)

Links to Third-Party Sites

Catalyst Services may include links that will take you to other sites outside of the Catalyst Services. The linked sites are provided by Playlyfe to you or the creators of the wireframes as a convenience and the inclusion of the links do not imply any endorsement by Playlyfe of any linked site. Playlyfe has no control of the linked sites and you therefore acknowledge and agree that Playlyfe is not responsible for the contents of any linked site, any link contained in a linked site or any changes or updates to a linked site. You further acknowledge and agree that Playlyfe is not responsible for any form of transmission (e.g. webcasting) received from any linked site.

Warranties and Disclaimers

The Catalyst service and Catalyst Materials are provided by Playlyfe under these terms of use "as is" without warranty of any kind, either express, implied, statutory or otherwise, including, but not limited to, the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, Playlyfe makes no warranty that:

- the Catalyst service and Catalyst Materials will meet your requirements;
- the Catalyst service and Catalyst Materials will be uninterrupted, timely, secure, or error-free;
- the results that may be obtained from the use of Catalyst service and Catalyst Materials will be effective, accurate, or reliable;
- the quality of the site or any services or materials purchased or accessible by you will meet your expectations; and
- any errors or defects in Catalyst service and Catalyst Materials will be corrected.

The Catalyst service and Catalyst Materials may include technical or other mistakes, inaccuracies, or typographical errors. Playlyfe may make changes to the site, materials and services, including the prices and descriptions of any software or products listed, at any time in its sole discretion and without notice. The Catalyst service and Catalyst Materials may be out of date, and Playlyfe makes no commitment to update the site, materials and services.

You acknowledge and agree that:

- Playlyfe does not control, endorse, or accept responsibility for any materials or services offered by third parties, including third-party vendors and third parties accessible through linked sites;
- Playlyfe makes no representations or warranties whatsoever about any such third parties, their materials or services;
- any dealings you may have with such third parties are at your own risk; and
- Playlyfe shall not be liable or responsible for any materials or services offered by third parties.

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Some states or jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the extent permissible, any implied warranties are limited to ninety (90) days.

Indemnity and Liability

You agree to indemnify and hold Playlyfe and its officers, co-branders, other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of:

- your user materials and any other content (e.g. computer viruses) that you may submit, post to or transmit through Catalyst, including a third-party's use of such user materials or content (e.g. reliance on the accuracy, completeness or usefulness of your user materials);
- your access to or use of Catalyst (including any use by your employees, contractors or agents and all uses of your account numbers, user names and passwords, whether or not actually or expressly authorized by you, in connection with Catalyst);
- your connection to Catalyst;
- your violation of the Terms of Use;
- the actions of any member of your work group, including non-logged in users you have granted access to your Catalyst Organization;
- your infringement of any third-party's intellectual property rights when using any of the software made available on Catalyst;
- your violation of any rights of any third-party;
- your access to or use of linked sites and your connections thereto; or

International Users

The Catalyst service can be accessed from countries around the world and may contain references to Playlyfe products, services and programs that are not available in your country. These references do not imply that Playlyfe intends to announce such products, services or programs in your country. The Site is controlled, operated and administered by Playlyfe IT Solutions Pvt. Ltd. and its affiliates from their offices within India. Playlyfe makes no representation that the Catalyst service and Catalyst Materials are appropriate or available for use at other locations outside India, and access to the Site from territories where the Site, the Services or

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Limitation of Liability

In no event shall Playlyfe, its officers, directors, employees, partners or suppliers be liable to you or any third-party for any special, punitive, incidental, indirect or consequential damages or losses of any kind, or any damages or losses whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or if Playlyfe has been advised of the possibility of such damages or losses, and on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with:

- the access or use of or the inability to access or use the Catalyst service or Catalyst Materials;
- the statements or actions of any third-party on or via the site, services or materials;
- any dealings with vendors or other third parties;
- any unauthorized access to or alteration of your transmissions, user materials or other data;
- any information that is sent or received or not sent or received;
- any failure to store or loss of data, files, materials or other content;
- any services available that are delayed or interrupted;
- any web site referenced or linked to from this site; or
- your access to or use of or inability to access or use any linked site.

Some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages. Accordingly, the limitations and exclusions set forth above may not apply to you.

Governing Law and Jurisdiction

The Catalyst service (excluding linked sites) is controlled by Playlyfe IT Solutions Pvt. Ltd. from its offices within the state of Karnataka, India. By accessing Catalyst, you agree that all matters relating to your access to, or use of, Catalyst shall be governed by the statutes and laws of the State of Karnataka, without regard to the conflicts of laws principles thereof. The parties specifically disclaim the U.N. Convention on Contracts for the International Sale of Goods. Any disputes arising out of these Terms will be resolved exclusively in the courts located within Bangalore, India and each party consents to such exclusive jurisdiction and agrees not to challenge such venue.

General

The Terms of Use and other rules, guidelines, licenses and disclaimers posted via Catalyst or in connection with the Materials and Services constitute the entire agreement between Playlyfe and you with respect to your access to or use of the Catalyst service and materials superseding any prior agreements between you and Playlyfe on such subject matter (including any prior versions of the Terms of Use). Notwithstanding the foregoing, to the extent that any terms set forth in the Terms of Use expressly contradict any terms of a written agreement between you and Playlyfe regarding the use of specific Services or Materials (including Service-specific terms of use and Software-specific licenses) ("Executed Agreement"), such contradictory terms

set forth in the Executed Agreement shall govern. You may also be subject to additional terms and conditions that may apply when you use other Playlyfe services, third-party content or third-party software. If for any reason a court of competent jurisdiction finds any provision of the Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect. Any failure by Playlyfe to enforce or exercise any provision of the Terms of Use or related right shall not constitute a waiver of that right or provision. The section titles used in the Terms of Use are purely for convenience and carry with them no legal or contractual effect.

Document History

- 2018, Sep 21: split and updated document into terms, privacy and security.
- 2018, Mar 18: added subscription term & fees.
- 2017, Nov 14: created.