

Catalyticshub - Terms of Use

Effective as of 2nd March 2020

CONTENTS

INTRODUCTION	2
DEFINITIONS.....	2
GENERAL	3
PLATFORM SERVICES.....	4
USER ACCOUNT.....	4
CONTENT	4
SHARING AND POSTING.....	5
YOUR RIGHTS TO CATALYTICSHUB.....	5
THIRD-PARTY CONTENT	6
ACCOUNT TERMINATION.....	7
INTELLECTUAL PROPERTY RIGHTS.....	7
CONFIDENTIALITY	8
LIMIT OF LIABILITY.....	8
TERMINATION	9
INDEMNIFICATION	10
NOTICES	11
GOVERNING LAW	11

INTRODUCTION

These Terms of Use (hereinafter the “Agreement”) are entered into by:

The user (hereinafter “Subscriber” or “you” or “your” or a “Party”);

And

Meronimi Limited, trading as Catalyticshub, incorporated in the United Kingdom, and whose registered office is at 107 Cheapside, London, United Kingdom, EC2V 6DN, United Kingdom, with company number 08743042 and VAT number GB259168176 (hereinafter “Catalyticshub”, “we” or “us” or “our” or a “Party”).

Subscriber and Catalyticshub are hereinafter together referred to as the “Parties”.

DEFINITIONS

Account	means the personal Subscriber area that is accessed via their email and password
User Data	means any data, information, or content (including text, image, graphs, statistics, or otherwise) provided or made available by you to Catalyticshub through your use of the Services.
Platform	means Catalyticshub and its proprietary internet-based software as a service application and associated technology made available from time-to-time at www.insight.catalyticshub.com and from which the Services are rendered.
Peer(s)	means any person or organisation that has an Account or access to our Services
Privacy Policy	means the privacy terms that are associated with the use of our Services
Order Form	means the document detailing the Services ordered from Catalyticshub.
Services	means the services made available by Catalyticshub on the Platform, consisting of real-time supplier and market insight, online media monitoring, and community functionality, as they are then available.
Term	means the agreed period of subscription to the Catalyticshub platform. This will be detailed on the Order Form.
Third-party Platform	means a third-party social-media website (such as WSJ.com , etc.) to which Subscriber may access via its Account and from which Catalyticshub may retrieve information, for and on behalf of the Subscriber, in the context of the provisions of the Services.
Third-party Content	means any data, information or content originating from or belonging to any third party.

GENERAL

When you use our Services, you agree to all of these terms. Your use of our Services is also subject to our Privacy Policy, which covers how we collect, use, share, and store your personal information. The Privacy Policy can be found at the following page: <https://insight.catalyticshub.com/page/terms>

You agree that by clicking “Login” or similar, registering, accessing or using our Services, you are agreeing to enter into a legally binding contract with Catalyticshub (even if you are using our Services on behalf of a company).

If you wish to terminate this contract, at any time you can do so by requesting your Account to be closed and no longer accessing or using our Services. Please raise a close account request at the following page: <https://insight.catalyticshub.com/page/get-in-touch>

This Agreement applies to residents of, and Parties located in, all countries.

The Services include the right for you to generate, view and download analytics and reports for internal business use only. You acknowledge that the information, reports, and analytics on the Platform may quote or incorporate data owned by Third-Party Platforms.

You hereby authorize Catalyticshub to use, technically modify and integrate into any other derivative work your User Data, including intellectual property rights, if any, for the sole purpose of providing the Services to you.

You hereby authorize Catalyticshub a worldwide, perpetual (surviving termination or expiry of this Agreement), irrevocable, sublicensable to our affiliates, and royalty-free license to use and incorporate into the Services any correction, improvement request, recommendation, suggestion, or other feedback provided by you.

This Agreement and Privacy Policy may be modified from time to time. You will be notified of material changes through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you may close your Account. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms as of their effective date.

If a court with authority over this Agreement finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of this Agreement.

If any enterprise agreement has been agreed for enterprise access to the Services, those terms take precedence.

If we don't act to enforce a breach of this Agreement, that does not mean that Catalyticshub has waived its right to enforce this Agreement. You may not assign or transfer this Agreement (or your Account or use of Services) to anyone without our consent. However, you agree that Catalyticshub may assign this Agreement to its affiliates or a party that buys it without your consent.

There are no third-party beneficiaries to this Agreement.

You agree that the only way to provide us legal notice is at the addresses provided below:

Legal Notices
Meronimi Ltd t/a Catalyticshub
107 Cheapside
London
EC2V 6DN

PLATFORM SERVICES

Your use of the Catalyticshub Service is strictly limited to display on a single device at any one time per Account (for example a laptop or desktop computer, tablet device, or smartphone) or if displayed to facilitate group discussion then use is strictly limited to display in dedicated rooms on Subscriber's premises, to the exclusion of any display on a "Public Screen" (for example in a visitor's lobby).

It is expressly agreed that under no circumstances shall the Subscriber use the Catalyticshub Service on a Public Screen. A Public Screen means a monitor, screen or other video output device placed at a live event, public venue or in another open-to-the public setting on which the Catalyticshub Service is displayed.

We make reasonable endeavours to keep the service running

Catalyticshub and its affiliates provide the Services (including content and information) on an "as is" and "as available" basis.

USER ACCOUNT

You will keep your password a secret at all times

As between you and others (including your employer), your Account belongs to you. However, if the Services were purchased by another party for you to use, the party paying for such Service has the right to control access to and get reports on your use of such paid Service; however, they do not have rights to your Account.

CONTENT

Your use of others' content and information posted on our Services, is at your own risk.

We do not warrant the accuracy of any of the data provided through our Services or Third-party Services, any decisions made based on any piece of information found on our Services are made at your own risk

You will not offer Peers your own products and services through our Services, and we reserve the right to cancel your Account if you post such material.

By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful.

Catalyticshub generally does not review content provided by Peers or others. You agree that we are not responsible for others' (including other Peers') content or information. We cannot always prevent this misuse of our Services, and you agree that we are not responsible for any such misuse.

SHARING AND POSTING

When you post or share information on our Services, others can see, copy and use that information.

Our Services allow messaging and sharing of information in many ways, such as your profile, articles, group posts, links to Third-party Platforms, and private messages. Information and content that you share or post may be seen by Peers, and others (including off of the Services).

Where we have made settings available, we will honour the choices you make about who can see content or information.

We are not obligated to publish any information or content on our Service and can remove it with or without notice.

YOUR RIGHTS TO CATALYTICSHUB

You own all of the content, feedback and personal information you provide to us, but you also grant Catalyticshub a non-exclusive license to it.

We'll honour the choices you make about who gets to see your information and content, including how it can be used for advertising.

As between you and Catalyticshub, you own the content and information that you submit or post to the Services, and you are only granting Catalyticshub and our affiliates the following non-exclusive license:

A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish and process, information and content that you provide through our Services and the services of others, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

1. You can end this license for specific content by deleting such content from the Services, or generally by closing your Account, except (a) to the extent you shared it with others as part of the

Service and they copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other systems.

2. We have the right, without payment to you or others, to serve ads near your content and information.
3. We will get your consent if we want to give others the right to publish your content beyond the Services.
4. While we may edit and make format changes to your content (such as translating or transcribing it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your expression.
5. Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others, including under the terms of a Creative Commons license.

You and Catalyticshub agree that if content includes personal data, it is subject to our Privacy Policy.

You and Catalyticshub agree that we may access, store, process and use any information and personal data that you provide in accordance with, the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding our Services to Catalyticshub, you agree that Catalyticshub can use and share (but does not have to) such feedback for any purpose without compensation to you.

You promise to only provide information and content that you have the right to share, and that your Catalyticshub profile will be truthful.

You agree to only provide content or information that does not violate the law nor anyone's rights (including intellectual property rights).

Catalyticshub may be required by law to remove certain information or content in certain countries.

THIRD-PARTY CONTENT

Our Services may enable you to access Third-Party Content.

You expressly undertake not to access, reproduce or in any other way use Third-Party Content in any manner which infringes the rights (including but not limited to the intellectual property rights) of any third party or of Catalyticshub. You further undertake to acquire all rights required to access, reproduce or in any other way use any content or data protected by rights of third parties or of Catalyticshub. You expressly acknowledge that Catalyticshub does not own or have any right of any nature or any kind of control or command on Third-Party Content. As such, Catalyticshub has no obligation, nor does Catalyticshub agree to conduct any verification, modification, or deletion of any nature or more generally, conduct any kind of active action that may have an impact on the Third-Party Content or its display in our Services.

CatalyticHub may not be held liable for any use of any Third-Party Content by Subscriber and Subscriber's use of Third-Party Content is at its sole risk.

ACCOUNT TERMINATION

Catalyticshub reserves the right to restrict, suspend, or terminate your Account if you breach this Agreement or the law or are misusing the Services (e.g., violating our Catalyticshub Community Policy).

INTELLECTUAL PROPERTY RIGHTS

You are granted a right to use Catalyticshub's Intellectual Property Rights for the sole and exclusive purpose of using the Services under the conditions set out in this Agreement.

You agree that you i) may not use in any way the Services, Third-Party Content or Third-Party Platforms in violation of any applicable laws (including any applicable local laws where you are located) and in particular applicable intellectual property laws, in violation of this Agreement or in violation of any terms of service applicable to you in relation to such use, ii) may not give access to your Account or to any of the Services and/or iii) may not make any permanent copy of, or make derivative works incorporating any of the elements of, or reverse engineer or decompile or try to access and/or modify in any way the source codes of any software made available by and/or protected by Catalyticshub's Intellectual Property Rights.

Furthermore, you may not i) use the Services for any illegal or unauthorized purposes, such as downloading and/or reproducing data, information or content without the necessary prior authorisations to do so or, ii) access and use the Services in order to build and/or make available in any way any similar or competitive Services, or iii) use the Services in a manner that exceeds reasonable use, or otherwise fails to comply or is inconsistent with any part of this Agreement, and/or iv) use the Services to create, store, use, reproduce or disseminate infringing or otherwise unlawful data, information or content or data, information or content that violate any third party's rights such as privacy or intellectual property rights, and/or v) engage in any activity that: (a) interferes or attempts to interfere with the proper functioning, or disrupts, diminishes the quality, of the Services, (b) circumvents, disables, or otherwise interferes with security-related features of the Services or features that enforce limitations on use of the Services.

We may change, suspend or discontinue any of our Services upon reasonable notice.

We don't promise to store or keep showing any information and content that you've posted. Catalyticshub is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

Catalyticshub reserves all of its intellectual property rights in the Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners. Catalyticshub, and logos and other Catalyticshub trademarks, service marks, graphics and logos used for our Services are trademarks or registered trademarks of Catalyticshub.

CONFIDENTIALITY

Neither Party may use the other's Confidential Information, as defined below, or disclose it to any other person, other than to its affiliates, for any purpose other than performing its obligations under this Agreement. "Confidential Information" includes User Data, trade secrets, any source code of any software used within or in relation to the Services, any financial information concerning the Parties, any information regarding either Party's business or activities, as well as any information that, by nature or given the circumstances of its disclosure, should be understood to be confidential. You acknowledge that Catalyticshub does not wish to receive any Confidential Information from you that is not necessary for Catalyticshub to perform its obligations under this Agreement, and, unless the Parties specifically agree otherwise, Catalyticshub may reasonably presume that any unrelated information received from you is not Confidential Information.

Confidential Information does not include any information that (a) was already lawfully in the receiving party's possession before receipt from the disclosing party; (b) is or becomes publicly available through no fault of the receiving party; (c) is rightfully received by the receiving party from a third party who possessed the same information lawfully and without a duty of confidentiality; (d) is disclosed by, or is disclosed with the permission of, the disclosing party to a third party without a duty of confidentiality on the third party; or (e) is independently developed by the receiving party without a breach of this Agreement.

LIMIT OF LIABILITY

Catalyticshub and its affiliates make no representation or warranty about the Services, including any representation that the Services will be uninterrupted or error-free, and provide the Services (including content and information) on an "as is" and "as available" basis. To the fullest extent permitted under applicable law, Catalyticshub and its affiliates disclaim any implied or statutory warranty, including any implied warranty of title, accuracy of data, non-infringement, merchantability or fitness for a particular purpose.

To the fullest extent permitted by law (and unless Catalyticshub has entered into a separate written agreement that overrides this contract), Catalyticshub, including its affiliates, will not be liable in connection with this contract for lost profits or lost business opportunities, any commercial decisions made using our Services (e.g. contract awards), reputation (e.g., offensive or defamatory statements), loss of data (e.g., down time or loss, use of, or changes to, your information or content) or any indirect, incidental, consequential, special or punitive damages. Catalyticshub its affiliates will not be liable to you in connection with this Agreement for any amount that exceeds the total fees paid or payable by you to Catalyticshub for the services during the term of this contract.

These limitations of liability do not apply to liability for death or personal injury or for fraud, gross negligence or intentional misconduct, or in cases of negligence where a material obligation has been breached, a material obligation being such which forms a prerequisite to our delivery of services and on which you may reasonably rely, but only to the extent that the damages were directly caused by the breach and were foreseeable upon conclusion of this Agreement and to the extent that they are typical in the context of this Agreement.

Under no circumstances shall Catalyticshub be liable in the event a Third-Party Platform restricts, either temporarily or permanently, access to Third-Party Content in such a manner that would cause any part of the content provided through the Services to no longer be accessible to you. You are solely responsible for obtaining, subscribing, installing, maintaining, and operating all adequate software (such as a browser), hardware, computer equipment, or otherwise necessary to use of the Services. Catalyticshub may not be held liable for any defects or delays in the Service arising as a result of any problem associated with the internet.

To the extent permissible under applicable law, any action against Catalyticshub based on or arising out of this Agreement or any other legal theory must be brought within one (1) year after the cause of action arises or after expiration or termination of this Agreement, whichever is earlier.

TERMINATION

We can each end this Contract, but some rights and obligations survive.

Both you and Catalyticshub may terminate this Agreement at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

- Our rights to use and disclose your feedback;
- Peers and/or Visitors' rights to further re-share content and information you shared through the Services;
- All other sections of this Contract as relevant;
- Any amounts owed by either party prior to termination remain owed after termination.

You can visit our [Get in Touch](#) page to close your Account

Either Party may immediately terminate this Agreement in the event of a material breach by the other Party upon (a) written notification indicating the nature of the breach and (b) if such breach is capable of being cured and not remedied within ten (10) business days from receipt of such notification ("Cure Period"). During the Cure Period, Catalyticshub reserves the right to suspend access to the Services.

Catalyticshub suspend access and/or terminate an Order Form and/or this Agreement in its entirety under the following circumstances: (a) in the event of a change in the business, legal, or regulatory environment that Catalyticshub assesses jeopardizes the economic viability of Catalyticshub business model, subject to a one (1) month prior notice to you; or (b) in the event of a judgment, administrative or court order, regulation, or similar, in which case Catalyticshub will notify you immediately of the effective date at which time the Services will be stopped.

In the event this Agreement is terminated for any reason, you shall not be relieved from its outstanding payment obligations for the period prior to the effective date of termination but Talkwalker shall, as a final remedy, reimburse any prepaid fees for the portion of the Services yet to be received.

INDEMNIFICATION

Catalyticshub Responsibility.

Catalyticshub will defend or settle any third-party claim against Client to the extent that such claim alleges our technology used to provide the Services violates any third-party intellectual property right, subject to your compliance with this Agreement. If an infringement claim appears likely, Catalyticshub, in its sole discretion, may modify the Services, procure the necessary rights, or replace the Services or a portion thereof with a functional equivalent. If Catalyticshub determines that none of these options are reasonably available, Catalyticshub may, without further formality, terminate the Services or a portion thereof. In case of termination, Catalyticshub will refund you any remaining prorated portion of the prepaid fees. Catalyticshub has no obligation for any claim resulting from: (a) your use of Third-Party Platforms, data, and/or content; (b) User Data; (c) your use of technology not provided or authorised by Catalyticshub; (d) your unauthorised combination of the Services with other technology that you use or decide to add to the Services, where the infringement would not have occurred but for such combination; or (e) your use of the Services in non-compliance with this Agreement and/or in violation of applicable law and/or regulations.

Your Indemnity Responsibility.

You will indemnify, defend, hold harmless, and/or settle any third-party claim against Talkwalker arising out of any of the following: (a) your use of the Services, Third-Party Content, and/or Third-Party Platforms to which the Services provide access, in breach of this Agreement; (b) your non-compliance with any term of this Agreement; and/or (c) your violation of any applicable laws or regulations, including applicable privacy and data protection laws.

Indemnification Process.

The indemnified party shall (a) promptly notify the indemnifying party of the claim in writing, (b) cooperate in the defence, (c) allow sole control to defend or settle the claim, and (d) use reasonable efforts to mitigate its losses. The indemnifying party shall (i) pay all costs associated with defending the claim, (ii) any negotiated settlement, (iii) court awarded damages by final court decisions, and (iv) not settle a claim unless it contains a release and no admission on the part of the indemnified party.

In the event of a claim, Catalyticshub reserves the right to: (a) discontinue your use of the Services, (b) block access to the Services, and/or (c) make inaccessible or delete all or part of the data on our systems that you entered into the Services or that have been added to our systems as a result of your use of the Services.

NOTICES

You're okay with us providing notices and messages to you through our websites, apps, and your contact information. If your contact information is out of date, you may miss out on important notices.

You agree that we will provide notices and messages to you in the following ways: (1) within the Service, or (2) sent to the contact information you provided us.

You agree to keep your contact information up to date.

Please review your settings to control and limit messages you receive from us.

GOVERNING LAW

In the unlikely event we end up in a legal dispute, you and Catalyticshub agree to resolve it in English courts using English law.

This section shall not deprive you of any mandatory consumer protections under the law of the country to which we direct Services to you, where you have your habitual residence.

Catalyticshub controls and operates its Services its headquarters in the United Kingdom and makes no representation that these Services are appropriate or available for use in other locations. If you use our Services from other locations, you are responsible for compliance with applicable local laws including but not limited to the export and import regulations of other countries.