

Terms of Use

Last updated 24 July 2023

1. Introduction

Welcome to Hicomply! We're excited that you are considering using our product. Before you start using Hicomply we need you to read and accept these terms. We are keen to explain how everything works, and what you can expect from using our software without using too much jargon.

These terms set out your legal rights and obligations in our contract with you, so please do read everything. If you can't agree to our terms, then you can't use our services.

If you have any questions after reading these terms please contact sales@hicomply.com with your questions.

You and Hicomply: When we say 'you' or 'your', we mean both you and any entity or firm you're authorised to represent. When we say 'Hicomply', 'we', 'our' or 'us', we're talking about Hicomply Limited (Portland House, Belmont Business Park, Durham, United Kingdom, DH1 1TW), the entity you contract with and pay fees to based on the Hicomply product you're using. When we say 'both of us' we mean both you and us.

2. Our Services

Our services consist of all the services we provide now or in the future, including our online information security management system (the "**Hicomply Platform**").

The Hicomply Platform comes in three subscription tiers, which we call "Foundations", "Professional", and "Professional Plus". Each subscription tier gives you access to certain features and one chosen information security framework/standard (and the associated templates) by default (which we call the "**Base Features**"). Hicomply supports many information security standards ("**Frameworks**"), and we are constantly looking to add new supported standards to the Hicomply Platform. You can choose to purchase additional Frameworks, which are added to your own "**Workspace**" on our system. You can view the different Base Features and all currently supported Frameworks available under each subscription tier, along with associated pricing on our website by clicking [here](#). We may change the Base Features and available Frameworks under each subscription tier from time to time, including to add new features and Frameworks or to discontinue certain features or Frameworks. We will endeavor to notify you before changing or discontinuing any Base Features or Frameworks relevant to your subscription tier.

Hicomply provides content for use within its products (which we call the "**Materials**"), The Materials shall refer to the templated documents, policies, procedures, reports, and any other intellectual property provided within the Hicomply Platform to you under this agreement. These materials are owned by us and are protected under copyright laws.

3. Subscriptions

All subscriptions for the Hicomply Platform are valid for one year from the date of sign-up, unless you have explicitly agreed to a longer subscription term. It is important to note that cancellation of the subscription can only be carried out through the platform's subscription management feature. If no action is taken, all subscriptions will automatically renew for successive one-year terms upon expiration. In the event that you wish to discontinue a subscription, it must be cancelled prior to its expiry. Please be aware that multiple subscriptions are permitted, but each subscription must be paid for separately.

4. Your Account, Workspace, and Projects

When you sign up to use the Hicomply Platform, you will be asked to create an account on our system. You must take reasonable precautions to safeguard your account credentials. You can invite other users to join your Workspace so that they can collaborate on any information security "**Projects**" you have created, or to gain access to your company policies and procedures (we refer to these individuals as "**Users**"). You are responsible for all conduct by your Users when they

are using the Hicomply Platform and associated Materials. You must immediately notify us if you believe or reasonably suspect that there has been any unauthorised access to, or use of, your account or the Hicomply Platform or Materials (by your Users or otherwise).

You can purchase additional Workspaces using the Subscription management features within the Hicomply Platform. Each additional workspace operates as its own subscription and will be charged separately.

5. How you pay for our services

The fees for each subscription tier for the Hicomply Platform and for any optional Frameworks (together the "**Subscription Fees**") are set out on our website [\[here\]](#). Subscription Fees are paid annually in advance unless you choose to pay your Subscription Fees on a monthly or quarterly billing cycle. If you choose to pay monthly or quarterly there will be an additional cost. Regardless of the billing cycle you choose, all Subscription Fees for each billing cycle must be paid in full in advance. We may increase our Subscription Fees from time to time in accordance with any annual change to the UK Retail Price Index published by the Office for National Statistics. Any increase in fees will apply on renewal of your subscription term or on any new subscriptions you sign-up to. Depending on your region, subscription fees may be inclusive or exclusive of taxes where relevant (like VAT and GST), as reflected in the pricing plan. The Subscription Fees and any applicable taxes will automatically be charged to your nominated payment account or credit card at the start of your subscription term, in line with your selected billing cycle.. You must provide us with accurate and up-to-date payment information, and must immediately notify us if your payment details change. You authorise us to charge the Subscription Fees (including any applicable taxes) to your nominated payment account or credit card on each billing cycle. In the event that we do not receive your Subscription Fees on the due date, we reserve the right to suspend your access to the Hicomply Platform. If your Subscription Fees are due on a quarterly or monthly payment schedule and we are unable to collect payment, we may revert your subscription to an annual payment in advance..

If you qualify for a startup discount as outlined on our website [\[here\]](#), or any other discount that is agreed upon as part of the Subscription Fees, it will only apply for the first year of your subscription. This means that when your subscription is up for renewal, you will be charged the full Subscription Fee for the products you are using. The only exception to this is if you have agreed to a multi-year subscription agreement. If you believe that we have overcharged you, then you must immediately contact us at sales@hicomply.com providing details of the disputed amount, and no later than 15 days after the disputed amount was charged. We will attempt to resolve any genuine payment disputes with you in good faith. If we are satisfied that we have overcharged you, then we will refund the overcharged amount to your nominated account or credit card or apply the overcharged amount as a credit on your next billing cycle.

6. Making changes to your subscription

You can upgrade your subscription to a higher subscription tier or add additional Frameworks to your subscription at any time via the Hicomply Platform subscription management features. If you upgrade your subscription tier or add additional Frameworks, the change will take effect immediately and you will be charged the difference in Subscription Fees between your current subscription and the upgraded subscription (pro-rated for the period remaining in your subscription term). On renewal, you will be charged the full Subscription Fee for the upgraded subscription.

You can downgrade your subscription to a lower subscription tier, if one is available, via the Hicomply Platform subscription management features. The downgrade (and any corresponding change to the Subscription Fees) will take effect from the expiry of your current subscription term.

7. Your Responsibilities

While we want you to enjoy our services, we also need to set some boundaries. You must only use the Hicomply Platform and any associated Materials for your own internal information security management purposes and must ensure that your Users do the same.

You and your Users must not, and must not attempt to: (a) give access to the Hicomply Platform or Materials to any third party, (b) de-compile, reverse engineer, or access the source code for the Hicomply Platform, (c) bypass any security or usage controls in the Hicomply Platform, (d) disrupt or render unavailable the Hicomply Platform, (e) upload any malicious

or harmful code to the Hicomply Platform, (f) upload any unlawful or offensive content to the Hicomply Platform, (g) use the Hicomply Platform for any unlawful purpose, or (h) use the Hicomply Platform or Materials to create a new product or service.

8. Onboarding Support

We are here to help you get set up on our platform. On request, we will provide a reasonable amount of onboarding and training sessions to assist you in setting up and using the Hicomply Platform and Materials, at no additional cost. These sessions will be provided remotely. These sessions do not include any consultation on how to implement or manage your own information security management system.

9. Intellectual Property and Data

The Hicomply Platform and Materials are our intellectual property. The only rights you have to the Hicomply Platform and Materials are those we grant to you in these terms.

Provided you have paid the Subscription Fees, we grant you the right to use the Hicomply Platform and Materials during your subscription term for your internal information security management purposes. This right is personal to you – you cannot give it away or share it with anyone else. If anyone else wishes to use the Hicomply Platform, including other companies in your corporate group, then they will need to purchase their own subscription. You shall not remove, modify or obscure any notice of our intellectual property rights from Hicomply Materials or in relation to any third-party works derived from any of the Materials, or claim that the intellectual property rights in the Materials (other than any contributions you make) are yours. You shall reproduce such notices on any copies of the products you make in whole or in part, and you shall ensure that any derived works include the Hicomply notice of our intellectual property rights.

If you decide to cancel your subscription, you will no longer retain the right to use the Hicomply Platform or its Materials. Upon cancellation, you must promptly return or destroy all associated Materials all full or partial copies of Materials, all full or partial copies subsequently deriving from them, and all other works you may have made which include any full or partial copy of the Hicomply Materials within 7 days of cancellation. Additionally, you agree to provide evidence of deletion and confirm that our Materials are no longer in use within your organisation when requested.

You own any data that you choose to share with us, including data you upload to the Hicomply Platform. However, you give us the right to use, copy, transmit, store, analyse and back up your data to enable us to: (a) provide the Hicomply Platform, (b) improve, develop, and protect our services, (c) create new products and services, (d) communicate with you about your subscription, and (e) tell you about new products and services that we think may be of interest to you based on your marketing preferences.

10. Confidential Information

Both of us must protect any confidential information that we share with or receive from each other and must not disclose this information unless required to do so for legal or regulatory reasons. If either of us receives confidential information from the other, we must continue to protect this information for 36 months after the expiry or termination of these terms of use.

11. Data Protection

Both of us must comply with all applicable data protection legislation governing the processing of personal data, including the GDPR (Regulation 2016/679) as imported into UK law.

If we process any of your personal data when we provide the Hicomply Platform and Materials, we are the processor and you are the controller of such data. We only process the personal data you choose to share with us through the Hicomply Platform (which may include, for example, names of your company's information security personnel you then include in our Materials). We process this data so that we can provide you with the Hicomply Platform, and for the other purposes listed in section 9 above. We only process your personal data during your subscription term, and for 90 days after the end of the subscription term (to enable you to retrieve a copy of this data) after which your data will be deleted from our systems.

We will follow your instructions when processing your personal data, unless the law requires that we process your personal data in another way. We ensure that all of our personnel will respect the confidentiality of your personal data, and we have appropriate technical and organisational measures in place to protect your personal data. If required, we will assist you to comply with your obligations under data protection laws so long as the assistance requested is reasonable. In general, all personal data will be stored in the UK. If we must transfer your personal data to another country, we will only do so where the transfer is permitted under applicable data protection law.

We may use third party sub-processors to help process your personal data, as set out on our website [\[here\]](#). You authorise us to use these sub-processors to process your personal data. We may update the list of sub-processors on our website from time to time, and will notify you of any changes. You automatically approve any additional sub-processors unless you notify us in writing of any objections within 10 days of receiving notice of an additional sub-processor. Where you have objected to a sub-processor, we will try to continue providing you the Hicomply Platform and Materials without the use of such sub-processor, however this may not always be possible and in those cases, we may need to terminate your subscription.

If we receive any request or notice from an individual or a data protection authority relating to your personal data, we will promptly notify you and provide any reasonable assistance you may require to respond to that request or notice. We will also notify you without undue delay if we believe there has been a data breach affecting your personal data, and will help you to investigate the breach.

12. Warranties and Disclaimers

Both of us warrant that we have the authority to enter into a legal contract with each other on behalf of our respective companies.

The Hicomply Platform and Materials are made available to you "as is". We do not give any warranties except for those set out in these terms of use. All other warranties are excluded. In particular, we exclude any warranties that the Hicomply Platform and Materials will be free of errors or defects, will be continuously available, will be free of any vulnerabilities or harmful code, or will be fit for your individual business requirements.

The Hicomply Platform and Materials are made available to you solely to assist you in managing your information security processes and standards. We do not manage your information security system, and accept no responsibility for how you choose to use the Hicomply Platform and Materials in your business. You are solely responsible for complying with the requirements of any information security certifications, standards, or frameworks relevant to your business.

13. Liability

If you or your Users violate these terms of use, then you must pay us for any loss or damage we suffer as a result.

If a third-party claims that your use of the Hicomply Platform and Materials infringes their intellectual property rights, we will defend you against that claim and will cover any amounts awarded against you in judgment or settlement of that claim. However, this is conditional on you: (a) promptly telling us of the claim; (b) giving us full authority to defend or settle the claim; (c) co-operating with us to defend or settle the claim; and (d) not making any statements or admissions that might compromise our defence or settlement of the claim.

Under no circumstances will we pay you for any loss of profit, revenue, or opportunity, loss of goodwill or reputation, loss or corruption of your data, or any consequential loss you suffer arising from your use of the Hicomply Platform or Materials. If you make a claim against us for other types of loss, the most we will pay you is the same amount as any Subscription Fees you have paid to us in the last 12 months before your claim. However, we do not exclude or limit our liability for any death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for anything else which we cannot exclude by law.

14. Cancellation and Suspension

If you break the terms then we may cancel or suspend your subscription. We can immediately cancel or suspend your subscription if you: (a) become insolvent (i.e. you enter into a recognised insolvency procedure), (b) breach these terms of use and do not fix the breach to our satisfaction within 30 days of receiving notice of the breach, or (c) breach these terms of use where we believe the breach cannot be fixed. If we cancel your subscription, you will no longer have the right to use the Hicomply Platform or Materials, and you must immediately return or destroy those Materials. If we cancel your subscription for any of the above reasons, you will not receive a refund on the Subscription Fees you have paid to us.

Where possible, we will first suspend your subscription before cancellation, unless we consider immediate cancellation to be more appropriate in the circumstances.

We can also cancel your subscription if something outside our reasonable control prevents us from providing you with the Hicomply Platform and Materials. If we cancel your subscription for this reason, we will refund you a pro-rated portion of any Subscription Fees you have paid for the remaining period on your subscription term.

15. Disputes

Sometimes we may not see eye to eye. If a dispute arises between us, both of us will try to resolve the dispute between ourselves without going to court. If we can't resolve our differences within 30 days of the dispute arising, then either of us can take the matter to court. In some cases, we may need to go to court immediately, for example, if you do something that threatens our intellectual property rights, or if we need to recover any fees that you owe us.

16. Our relationship

While we love working with you, our relationship is that of independent contractors. We are not in any partnership, joint venture, employment or agency relationship.

Sometimes we might restructure our business or be sold to another company. In that case, we might transfer our rights and responsibilities under these terms of use to another company, which we can do without your permission. We will let you know if this happens, and it won't impact your use of the Hicomply Platform or Materials.

These terms of use are between you and us. A third party cannot enforce these terms or claim any benefit under them.

17. Miscellaneous

These terms of use will be subject to English law, and any dispute concerning these terms will be heard in English courts.

We may sometimes change these terms of use. But don't worry, changes won't apply retrospectively and, if we make changes, we'll make every effort to let you know. You can keep track of changes to our terms by referring to the version and the date last updated at the top of this page. Generally, we try to provide you with at least 30 days' notice of material changes before they take effect, unless we need to make immediate changes for reasons we don't have control over. When we notify you, we'll do it by email or by posting a visible notice through our services. If a change isn't material, we may not notify you. If you find a modified term unacceptable, you may terminate your subscription by giving the standard advance notice to Hicomply.

These terms of use cover the full agreement between us in relation to the Hicomply Platform and replace anything we may have said previously which is not covered in these terms. You acknowledge that you have exercised independent judgement in choosing to accept these terms of use and have not relied on anything we said except as set out in these terms. This does not apply if we have acted fraudulently.

If any part of these terms of use is found unenforceable, then that part shall be deleted, but the remainder of the terms of use shall continue to apply.

Sometimes, we may not enforce our rights under these terms of use straight away. This does not mean we waive those rights.

