



## SUBSCRIBER LICENSE AGREEMENT: isCompliant

PLEASE CAREFULLY REVIEW THE FOLLOWING SUBSCRIBER LICENSE AGREEMENT FOR isCompliant AND ANY, AND ALL TERMS OF USE THAT REFERENCE THIS AGREEMENT ('AGREEMENT'). THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN SUBSCRIBER AND isCompliant (AS DEFINED BELOW). THIS AGREEMENT EXPRESSLY INCORPORATES ANY AND ALL TERMS OF USE THAT REFERENCE THIS AGREEMENT. THIS AGREEMENT GOVERNS ALL USE OF THE isCompliant RANGE OF SERVICES, SOFTWARE AND ANY ASSOCIATED DOCUMENTATION, BOTH ONLINE AND OFFLINE.

BY CLICKING "I AGREE" OR DOWNLOADING, OR OTHERWISE USING THE SOFTWARE, DOCUMENTS OR SERVICES, SUBSCRIBER CONSENTS TO ALL OF THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT. IF SUBSCRIBER DOES NOT AGREE TO ANY OF THE TERMS OF THIS AGREEMENT, IMMEDIATELY STOP USING THE SERVICES AND / OR SOFTWARE, RETURN, DELETE OR DESTROY ANY AND ALL COPIES OF THE SOFTWARE SUBSCRIBER MAY HAVE.

IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND ANY TERMS OF USE, THE TERMS OF THIS AGREEMENT SHALL PREVAIL AND CONTROL.

isCompliant may modify the terms of this Agreement from time to time and shall post the most up to date version of this Agreement at <https://iscompliant.zendesk.com/hc/en-us/categories/200626261-Subscriber-Information-and-Documents> . It is Subscriber's responsibility to check and stay informed of any changes. The Subscribers continued use of the Services following modification to the Services or this Agreement constitutes the Subscriber's consent to be bound by the modified Agreement.

## 1. DEFINITIONS

**"Account"** means the account located upon the Infrastructure, created and maintained by the Subscriber in order to access the Services.

**"Device"** means Windows® or non-Windows servers, workstations, computers or any mobile devices upon which or through which the Services are used, viewed and / or installed.

**"We" and "isCompliant"** means isCompliant Ltd, a United Kingdom corporation with its head office in Scotland, its employees and third party suppliers and licensors.

**"Infrastructure"** means the technical systems, hardware and all connected devices of isCompliant or its third party suppliers.

**"Virus or Malware"** means programming or software code designed to damage, destroy or otherwise interfere with programmes, software, and / or devices, not limited to: Trojans; any Windows temporary files of any kind (including, without limitation, any \*.p or ~\*.\* files); worms, and / or corrupted files.

**"Order"** means the agreement to purchase Services as between the Subscriber and isCompliant or Subscriber and / or authorised Professional Partner for isCompliant.

**"Services"** means the various services and components thereof, the Software, any documentation both on and offline, as well as any modifications, derivatives, updates or upgrades as may be offered by isCompliant from time to time, and which are subscribed to by the Subscriber via a periodic subscription. A Subscriber may choose to subscribe to one or more Services under his or her subscription as may be offered by isCompliant from time to time.



**"Software"** means any downloadable client software which is provided solely for the purpose of accessing the Services.

**"Subscriber"** means an individual or entity (including that entities parent or affiliated companies) to which Services are provided by and as agreed to by isCompliant.

**"Subscription"** means the non-exclusive, non-transferable right to use the Services, as ordered by Subscriber, subject to the terms of this Agreement and the full and timely payment of the Subscription Fees.

**"Subscription Fees"** means the fees payable in respect of an Order.

## 2. SUBSCRIPTION.

Subject to the terms and conditions of this Agreement, the Subscriber may use the Services only in accordance with any written communication by isCompliant to the Subscriber, including any then-current product documentation as posted on [www.isCompliant.com](http://www.isCompliant.com), from time to time. isCompliant shall make commercially reasonable efforts to provide the Services to Subscriber. This Agreement applies to the Subscriber that uses the Services or that installs, otherwise uses or permits the installation of the Software on one or more Devices as owned, operated or overseen by them to facilitate the provision of monitoring, reporting, or any other services provided to Subscriber by isCompliant. Throughout the Subscription Period, unless terminated in accordance with the terms herein, isCompliant grants Subscriber the following rights only if Subscriber complies with all of the terms of this Agreement.

The Subscription begins at the time the Subscriber's Subscription is activated by isCompliant (other than on the initial 30 day free trial basis) and thereafter continues in effect until the date of termination as set forth hereinafter. A Subscription may terminate in whole or in part, due to (i) Subscriber's cancellation, or breach of any of terms of this Agreement, including non-payment of any Fees when due; or (ii) upon expiration of the respective Service term subscribed to by the Subscriber in the relevant Service Order and non-renewal of such Service. Subscription Fees are non-refundable if the Subscriber cancels or the Subscription is terminated for cause. As of the effective date of cancellation or termination and the expiration of a period of 14 days thereafter, the Subscriber shall no longer be able and shall have no further right to access or use the particular Services which have been cancelled or terminated. All licenses granted hereunder shall be term licenses for the term set forth in the relevant Service Order. (iii) We reserve the right to withdraw the free service in the future. We will give you suitable notice of this if we do.

## 3. GRANT OF RIGHT OF USE.

The Software is licensed and not sold. During a Subscription Period and subject to the due payment by the Subscriber and receipt by isCompliant of all due and payable Subscription Fees, isCompliant grants Subscriber a revocable, limited, non-transferable, non-exclusive license to access the isCompliant Cloud Services and use the Software pursuant to the terms of this Agreement. The Subscriber may install multiple copies of the Software on different Devices for the sole purpose of (i) installing them on Devices to be monitored in the course of the provision of the Services and (ii) in accordance with a Subscriber's Permitted Usage. This Agreement covers any updates, new releases or enhancement(s) of the Services and / or Software, which isCompliant may make available to Subscriber from time to time.

## 4. ACCOUNT; SECURITY.



isCompliant respects your privacy and the terms of isCompliant's Privacy Policy can be found at <https://www.iscompliant.com/privacy-policy> .

To access and use the Services, Subscriber must create an account that is protected by an allocated username and password ('Account') and Subscriber may change the password and must keep any passwords and other Account details secret. Subscriber agrees to provide isCompliant with accurate and complete information when registering for an Account and at all times thereafter. isCompliant must be promptly notified if changes to the Subscriber's information occur.

The Subscriber acknowledges and agrees that it is responsible for providing the following: (i) all equipment, such as a computer and network, necessary to access the Internet; (ii) its own access to the Internet; and (iii) payment of all telephone, internet connection and maintenance, or other fees associated with such access.

The Subscriber is solely responsible for access to, content in or sharing and use of its Account. isCompliant shall not be liable for any loss or damage arising from any access to, or sharing and use of Subscriber's Account. In the event that Subscriber believes or suspects there has been any unauthorized access to the Account, Subscriber must notify isCompliant immediately by email to [support@ isCompliant.com](mailto:support@iscompliant.com)

## **5. SUPPORT.**

During a Subscription Period, isCompliant will provide Subscriber with the support described in this paragraph ('Support') on a local office hour's basis. In isCompliant's sole determination, Support shall consist of: (i) telephone or electronic support to Subscriber in order to help Subscriber locate and correct problems with the Services and / or (ii) supplying extensions, enhancements and other changes that isCompliant may make to the Services from time to time and which is made publicly available, without additional charge, to other Subscribers of the Services that are enrolled in Support.

## **6. SUBSCRIBER'S CONDUCT; CONTENT OF DATA.**

The Subscriber must comply at all times with any and all applicable local, and international laws and treaties laws.

The Subscriber warrants that it has obtained sufficient consent and rights (i) to access any third party's or End User's systems or networks, and (ii) access, use and store all data and files on the Infrastructure or otherwise use via the Services such data and information. isCompliant reserves the right, with or without notice to you, to remove any data and files from its Infrastructure that isCompliant in its sole discretion believes or suspects is: (a) Virus or Malware; (b) is illegal, libellous, abusive, threatening, harmful, vulgar, pornographic, obscene; (c) is used for the purpose of spamming, chain letters or the use or dissemination of objectionable material of any kind or nature; (d) is used in such a manner as to cause offense, defame or harass; or (e) infringes the intellectual property rights or any other rights of any third party.

## **7. CONSENT TO USE DATA.**

The Subscriber's privacy is important to isCompliant and isCompliant shall abide by its Privacy Policy, which can be found at <https://www.iscompliant.com/privacy-policy>. isCompliant will have no access to data stored within isCompliant other than the initial information entered upon subscription and the metrics required to establish billing and dataset size. isCompliant has no responsibility or liability associated with information entered onto or stored on the isCompliant system by the Subscriber. The Subscriber can grant isCompliant or an isCompliant Agent



access to the data, should consultancy or technical assistance be required. The Subscriber accepts that isCompliant may use Subscriber Metrics to monitor and evaluate system performance. Should it be brought to the attention of isCompliant that the Subscriber believes or suspects that the system is being used to contain illegal data as identified within Section 6 Of this agreement, isCompliant reserves, in its sole discretion, the right to (i) monitor and access the Account and / or remove any data or content of data or files stored on its Infrastructure, and (ii) suspend or terminate the Account and / or Subscriber's access to the Services in the event that isCompliant believes or suspects that any of the terms of the preceding paragraph or any of the terms of this Agreement have been breached or contravened.

isCompliant and the isCompliant Agents collect, process and use certain ( Non business operational data) data for the implementation and processing of the contractual relationship with you, in particular for successfully providing the Services to you. Beyond that, your data will not be used without your prior consent, in particular not for advertising purposes. Non-personal data may be collected automatically to offer you first-class service, especially to facilitate and improve the provision of software updates, support, content and other services to Subscriber.

## **8. DATA PROTECTION.**

Each party shall comply with its respective obligations under applicable data protection laws ('DPL'). Neither party shall do any act that puts the other party in breach of its obligations as per this Section, nor shall anything in this Agreement be deemed to prevent any party from taking any action it reasonably deems necessary to comply with DPL. The Subscriber agrees that during the course of this Agreement: (i) in respect of data the Subscriber collects, accesses or otherwise uses, the Subscriber alone shall determine the purposes for which and the manner in which personal data is, or will be, processed; (ii) The Subscriber is the data controller in respect of all personal data that the Subscriber may process; and (iii) the Subscriber consents and, in the event the Subscriber processes any third party data, has obtained the consent from such third party, to send its personal data to isCompliant. isCompliant agrees that, with the Subscriber's express consent, it is the data processor in respect of the personal data processed as provided by the Subscriber. The Subscriber warrants and undertakes that any instructions given by the Subscriber to isCompliant will at all times be in accordance with the requirements of DPL. The Subscriber shall fully indemnify isCompliant against any loss, damages, liability and costs (including legal fees) incurred by isCompliant as a result of any breach of DPL by the Subscriber.

isCompliant shall comply with requests for information from legitimate judicial, legal or regulatory authorities or pursuant to any court order or a subpoena, discovery request or other lawful process that isCompliant receives. isCompliant may comply with these subpoenas or court orders with or without notice to the Subscriber.

## **9. RESTRICTIONS.**

Except as otherwise expressly provided under this Agreement, the Subscriber shall have no right and the Subscriber shall not permit any third party to: (i) harm, disrupt or otherwise engage in activity that diminishes the isCompliant brand, Services, or Infrastructure; (ii) use the Services in a manner that results in excessive bandwidth or storage or exceeds the Permitted Usage, as solely determined by isCompliant, (iii) transfer, assign or sublicense the limited rights granted to the Subscriber in this Agreement to any other person, or entity, or use the Services other than as authorized; any such attempted transfer, assignment, sublicense or unauthorized use shall be void; (iv) make error corrections to or otherwise modify or adapt the Services or decompile, decrypt, disassemble, reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats or programming



or interoperability interfaces of the Services or of any files contained or generated using the Services by any means whatsoever or otherwise reduce the Services to human-readable form, except to the minimum extent expressly permitted under applicable law notwithstanding this restriction; (v) use or permit the Services to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of isCompliant or (vi) attempt to alter, circumvent or provide the method or means to circumvent any disabling mechanism in the Services; or (vii) use the Services in any manner not expressly authorized herein; or (viii) alter, remove or fail to reproduce any proprietary notices from the Services; or (ix) misrepresent any person or entities identity, impersonate any person or attempt to gain access to any Account, the Infrastructure or the networks or property of any third person, without authorization.

## **10. SERVICE AND SOFTWARE UPDATES.**

Some Services require, for optimum use and isCompliant may provide to the Subscriber, in a number of formats (feeds, definition files etc.), content that is automatically synchronised or updated from time to time with isCompliant's servers or systems ('Content'). Such content may be provided for a limited time, from time to time, in accordance with an applicable Service. The Subscriber consents that the respective Service will automatically contact isCompliant to receive Content and, in addition, if and when any of the following events occur: (i) the Service is successfully installed by the Subscriber; (ii) The Subscriber fails to install the Service successfully; (iii) the Service has been successfully configured and / or (v) the Service is uninstalled. The Subscriber acknowledges and consents that any data collected may be sent to any isCompliant office or isCompliant Agent for processing in locations, depending on location of Subscriber, in accordance with the provisions of section 8. The Subscriber may be required to download Software and the Services may automatically update the Software installed on any Device when a new version is available.

isCompliant reserves the right to update, improve and implement software changes as and when necessary to progress the development and continued success of the software. The Subscriber will be notified of any major release changes at the time update. The Subscribers will be notified by email, to all registered emails addresses associated with isCompliant login credentials that an update has taken place.

## **11. INTELLECTUAL PROPERTY RIGHTS.**

The Services are protected by world-wide copyright, trademark, patent and other intellectual property laws and treaties and belong to isCompliant, its licensors and any applicable isCompliant Agent. The Subscriber acknowledges that (i) rights in the Services are licensed (not sold) to Subscriber, and (ii) that Subscriber shall have no rights or title in, or to, the Services other than the right to use them in accordance with the terms of this Agreement and (iii) Open Source and / or third-party software may be incorporated into the Services. isCompliant, its licensors and any applicable third parties, own all title, copyright, and other intellectual property rights in and to the Services. The Services, in all formats existing, are a trade secret of and proprietary to isCompliant, its suppliers and / or licensors, including but not limited to, the specific internal code, design and structure of individual programs and software, the display and associated interface information. Subscriber shall not disclose the confidential aspects of the Services to third parties.

## **12. THIRD PARTY COMPONENTS; OPEN SOURCE.**



Part of the Services may incorporate third party proprietary software and / or services. If and to the extent such third party services or software are an integral part of the Services, such third parties shall be deemed isCompliant Agents and the terms of this Agreement shall apply to such isCompliant Agents. If and to the extent the Subscriber contracts independently with independent third parties, the terms of such third party contract shall apply to the relationship between the Subscriber and such independent contractor and isCompliant shall have no liability in respect thereof. In addition, part of the Services may incorporate and consist of third party open source software ('Open Source'), which Subscriber may use under the terms and conditions of the specific license under which the open source software is distributed. Subscriber agrees that Subscriber will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s). Any Open Source provided with or contained in the Services is provided 'AS IS' and without any warranty of any kind.

### **13. SERVICE EVALUATIONS AND FREWARE.**

With isCompliant's consent the Subscriber may evaluate the Services for an agreed period at no cost. The Subscriber may evaluate the Services only to determine whether to license the Services. The Subscriber may only evaluate the Services once, unless agreed by isCompliant. At the end of the evaluation period, the Subscriber must either license the Services or cease all use of such Services. The Subscriber's use of the Services during an evaluation period or for any Service that is offered as freeware shall be without warranty of any kind and is provided 'AS IS'. isCompliant has no duty to provide support to the Subscriber during any evaluation period or for any Service offered as freeware.

### **14. BETA TESTING.**

Beta versions of Services may be provided to the Subscriber. If and to the extent such beta versions are provided to the Subscriber, they are provided without warranty of any kind, 'AS IS' and subject to the Confidentiality conditions above. Such provision is done only for the purpose of assisting isCompliant with testing functionality or compatibility and on the express condition that the Subscriber provides isCompliant with truthful, accurate and complete feedback, comments, and analysis in whatever format the Subscriber may wish ('Contribution'). The Subscriber expressly acknowledges that Subscriber participation in any beta testing is undertaken by the Subscriber on a volunteer basis and that the Subscriber shall have no right in the beta Services or Contribution, whether in original form (as provided to the Subscriber) or in respect of any derivative work (whether or not based upon, in whole or in part, on any participation or feedback the Subscriber may make). Notwithstanding the foregoing, the Subscriber agrees to grant to isCompliant a royalty-free, perpetual, transferable license to commercially use and sub-license in isCompliant's sole discretion, any and all Contributions.

### **15. DISCLAIMER OF WARRANTIES.**

The services are provided to the Subscriber on an 'as is' and 'as is available' basis. To the maximum extent permitted by applicable law, this warranty and the remedies herein are exclusive and in lieu of all other warranties and remedies, whether oral, express, implied or statutory including without limitation, warranties of fitness for a particular purpose, merchantability, warranties for latent or hidden defects. isCompliant does not warrant that the specifications or functions contained in the services will meet subscriber's requirements, or that the operation of the services will be uninterrupted or error-free, or that defects in the services will be corrected. Furthermore, isCompliant does not warrant or make any representations regarding the use or the results of the use of the services provided in respect of its correctness, accuracy, reliability, or otherwise. if this exclusion is not permitted by law,



isCompliant limits any express, statutory or implied warranties as to duration to the extent of this limited warranty and the repair or replacement remedy as determined by isCompliant in its sole discretion.

## **16. LIMITATION OF LIABILITY.**

To the maximum extent permitted by applicable law, in no event shall isCompliant or the isCompliant Agents be liable for any special, incidental, indirect, or consequential damages whatsoever (not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the services, the provision of or failure to provide support services, or otherwise under or in connection with any provision of this agreement, under any theory of law or fault of isCompliant or any of the isCompliant Agents, and even if isCompliant or any of the isCompliant agents has been advised of the possibility of such damages. This limitation shall not apply to death or personal injury claims. isCompliant excludes any liability for failure to repair any services. Notwithstanding the foregoing, the maximum liability that isCompliant shall incur hereunder shall be limited to the actual price paid by subscriber for the respective service for the twelve month period prior to the date when the applicable claim arose.

## **17. INDEMNIFICATION.**

The Subscriber agrees to indemnify, defend, and hold isCompliant and the isCompliant Agents, harmless from and against any and all damages, fines, penalties, assessments, liabilities, losses, costs and expenses (including legal fees, expert fees and out-of-pocket expenses) in connection with, (i) The Subscriber's use of the Services, (ii) The Subscriber's violation of the terms of this Agreement, (iii) The Subscriber's violation of any third-party rights, including any intellectual property rights, (iv) The Subscriber's misuse or fraudulent use of credit and debit cards, (v) any claims that the Services or any party thereof were exported or otherwise shipped or transported by the Subscriber in violation of applicable laws, rules and regulations, or (vi) any claim of misuse of the Services, including but not limited to any claim that the Subscriber is storing illegal files or data in its Account.

## **18. EFFECT OF TERMINATION.**

Without prejudice to any other rights, isCompliant may suspend or terminate, in part or in whole, without notice, the Subscriber's use of the Services and this Agreement if the Subscriber does not abide by its terms, in which case Subscriber must cease all use of the Services, destroy all copies (including any components) of the Services, or, at isCompliant's request, return such copies to isCompliant. Sections 5, 6, 8, 9, 11, 15, 16, 17, 19 and 25 shall survive any termination of this Agreement.

## **19. ENTIRE AGREEMENT.**

This Agreement (as may be amended by time to time) is the entire agreement between the Subscriber and isCompliant relating to the Services and the Support Services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Services or Support services. To the extent the terms of any isCompliant Terms of Use, policies or programs conflict with the terms of this Agreement, the terms of this Agreement shall prevail and control. In addition, the terms set out in this Agreement shall prevail and control over any and all additional or conflicting terms or provisions contained in any



document of the Subscriber's, whether set out in a purchase order or alternative license, and any and all such additional or conflicting terms shall be void and shall have no effect. If this License is translated into a language other than English and there are conflicts between the translations, the English version shall prevail and control.

## **20. GOVERNING LAW.**

This Agreement shall be governed by, and construed in accordance with, the laws of Scotland and the parties unconditionally and irrevocably consent to the exclusive jurisdiction of the courts located in Scotland, and the parties waive any objection with respect thereto, for the purpose of any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

## **21. PUBLICITY.**

The Subscriber agrees that isCompliant may refer to the name of the Subscriber Corporation as a customer of isCompliant, both internally and in externally published media; any additional disclosure by isCompliant with respect to the Subscriber or the Subscriber Company shall be subject to the Subscriber's prior written consent.

## **22. EXPORT CONTROLS.**

The Subscriber agrees that the Services will not be used, shipped, transferred or exported into any country or to anyone: (i) which the EU or UN has embargoed goods; (ii) where the national legislation of the relevant EU Member State has embargoed goods; (iii) listed in any enacted Common Position on restrictive measures imposed by the EU; (iv) on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders; or (v) in any manner prohibited by the EU Common Foreign and Security Policy, the United States Export Administration Act, or any other export laws or regulations. By using the Services, the Subscriber represent that the Subscriber is not located in, under the control of, or a national or resident of any such country or on any such list and Subscriber takes full and sole responsibility for such use.

## **23. TAXES.**

Any sales, use, value added or other taxes (including applicable withholding taxes), shall be borne by the Subscriber. Accordingly, Subscriber shall pay or (if paid by isCompliant) reimburse isCompliant for all such taxes based on this License or any fees payable hereunder (but not any taxes based upon isCompliant's revenues or income), together with any interest on such taxes if not due to isCompliant's delay.

## **24. U.S. GOVERNMENT RIGHTS.**

If the Subscriber is obtaining Software on behalf of any part of the United States Government, the Software and any documentation shall be deemed "Commercial Off-the-Shelf Software" and "Commercial Computer Software Documentation," respectively, pursuant to DFAR Section 227.7202 and FAR 12.212 and 52.227-19, as applicable. Any use, modification, revision, release, performance, display or disclosure of the Software shall be governed solely by the terms of this Agreement.

## **25. EQUITABLE RELIEF.**





The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof (without any requirement to post bond or guarantee), in addition to any other remedy to which they are entitled at law or in equity.

## **26. MISCELLANEOUS.**

The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver. This Agreement: (i) may not be amended by the Subscriber, but isCompliant may amend this Agreement from time to time and shall post any amended Agreement on its website at [www.isCompliant.com](http://www.isCompliant.com), (ii) constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all written and oral prior agreements, negotiations and discussions between the parties relating to it, and (iii) is for the sole benefit of isCompliant and the Subscriber and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. If any provision of this Agreement shall be held to be illegal, void or unenforceable by any court of competent jurisdiction or arbitral tribunal, such provision shall be of no force and effect and shall not impair the enforceability of any other provision of this Agreement and the parties agree that the relevant provision shall be deemed replaced by such provision which is binding and enforceable and which differs as little as possible from the non-binding and / or non-enforceable provision, taking into effect the object and purpose of this Agreement. The remedies of the parties under this Agreement are cumulative and will not exclude any other remedies to which the respective party may be lawfully entitled. All notices must be in writing and shall be mailed by registered or certified mail (effective on the third day following the date of mailing), or sent via email to [quality@isCompliant.com](mailto:quality@isCompliant.com) (with evidence of effective transmission). All notices must be addressed to isCompliant, 1 Telford Mews, Beattock, Dumfriesshire, Scotland UK, DG10 9SG. The Subscriber may not assign, pledge or otherwise transfer this agreement, nor any rights or obligations hereunder in whole or in part to any entity. Paragraph headings are for convenience and shall have no effect on interpretation.