



# ISEAL Insight: Terms and Conditions

Effective 14 Dec 2020

## Overview

This Agreement is between the entity or person opening an ISEAL Insight account (“the Client”) and ISEAL Alliance (“ISEAL”), of The Green House, 244-254 Cambridge Heath Road, London, E2 9DA, UK.

This agreement permits the client to purchase an annual renewable subscription to ISEAL Insight and sets forth the terms and conditions under which this service is provided.

Entities or persons who receive free access or a trial subscription to ISEAL Insight, are deemed clients under this agreement and are subject to its terms and conditions.

### 1. Payment

By opening an ISEAL Insight account, the client agrees to pay a one-time non-refundable account opening fee and to purchase an annual subscription to ISEAL Insight, pre-paid one-year in advance. After one year and annually thereafter, the client will be billed a renewal fee at the then-current annual rate.

### 2. Services

The client receives access to the ISEAL Insight newsletter and to the ISEAL Platform. The client’s access to the ISEAL Platform is subject to the website’s terms of use.

### 3. Intellectual property

ISEAL retains full and exclusive ownership of all the intellectual property embedded in its products, methods and the ISEAL name. All materials provided for ISEAL Insight – including, but not limited to, graphics, text, audio, video and design, which are known collectively as “ISEAL Resources” – are owned by ISEAL.

Except as permitted under the ISEAL Platform’s terms of use, no content in whole or in part of the ISEAL Resources may be copied, reproduced, uploaded, posted, displayed, linked to or used in any way without the prior written permission of ISEAL. Any such use is strictly prohibited and will constitute an infringement of the copyright and other intellectual property rights of ISEAL, or in the case of material licensed to ISEAL, the owner of such materials.

### 4. Communications

The purchase of a subscription to ISEAL Insight does not constitute an endorsement of the client’s organisation, system, or work by ISEAL. This agreement does not imply an association between ISEAL and the client except in respect to the provision of services as set out in this agreement.

### **Allowed**

- Clients may communicate that they have subscribed to ISEAL Insight. Clients must secure permission from ISEAL prior to making public communications about ISEAL.

### **Prohibited**

- Clients must not represent themselves as ISEAL members or as ISEAL Code Compliant.
- Clients must not represent ISEAL's services as an endorsement of the client's organisation, system, or work.
- Clients must not make ambiguous or misleading statements about the nature of ISEAL's services or the relationship between the client and ISEAL.

## **5. Termination and amendment**

ISEAL reserves the right to terminate this agreement with ten (10) days' notice in writing. In such cases, ISEAL will provide the client with a refund of any fees that the client has already paid with respect to the unexpired portion of the applicable subscription period.

From time to time, ISEAL may modify this agreement with ten (10) days' notice to the client. If the client does not agree to such changes, the client may terminate the agreement within the 10-day notice period. In such cases, ISEAL will provide the client with a refund of any fees that the client has already paid with respect to the unexpired portion of the applicable subscription period.

The client may terminate the agreement any time prior to the due date for the payment of annual renewal fees. The termination must be submitted in writing to [insight@isealalliance.org](mailto:insight@isealalliance.org). In such cases, no part of the unexpired pre-paid annual fee is refunded.

## **6. Limitation of liability**

ISEAL will not be liable to the client for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with the services. To the fullest extent permitted under applicable law, ISEAL is not liable either for any indirect or consequential damages of any kind arising out of or in connection with the client's use of or reliance on the services or the client's inability to use the services.

## **7. Complaints**

ISEAL is committed to providing a high standard of customer care. Complaints relating to any element of ISEAL's service under the agreement should be referred to [insight@isealalliance.org](mailto:insight@isealalliance.org).

## **8. Governing law**

These terms and conditions shall be governed by and construed in accordance with the laws of England. The Client irrevocably submits to the exclusive jurisdiction of the courts of England.

## **9. Final clause**

This agreement enters into force upon receipt of the client's account opening fee and annual fee. It will remain in force until modification by ISEAL or termination by either party in writing.