

Diligent Customer Contracting FAQs

At Diligent, we believe in transparency and building trust with our customers. This guide provides insight into the "why" behind our standard terms, helping you understand how they allow us to provide a best-in-class governance platform to thousands of organizations worldwide.

Frequently Asked Questions

Question	Our Position and Rationale
What happens if the components of the Agreement conflict?	Unless an Order Form expressly says otherwise, the order of precedence for the Agreement is: <ol style="list-style-type: none">Order Form (controls for any conflict, to the extent of that conflict)Product Terms (for the specific products and features purchased)Data Processing Addendum and other incorporated documentsGeneral Terms and Conditions
Why does Diligent use its own standard agreement instead of customer-provided templates?	To ensure a consistent, secure, and compliant service for all our customers, we use a standardized agreement specifically designed for our multi-product SaaS environment. Customer-provided templates are often too broad and not tailored to the specific nature of a multi-tenant SaaS platform. Our General Terms and Conditions (GTCs) are purpose-built to address the unique aspects of our services, intellectual property, and data security commitments. This approach allows for quicker onboarding and ensures all clients benefit from terms that are already aligned with our operational and policy frameworks, avoiding lengthy negotiations that would ultimately lead back to the same commercial positions.
Why do contracts auto-renew?	Our contracts are designed to automatically renew to ensure uninterrupted access to your services and data. We see this as a partnership, and our goal is to provide continuous, reliable service without the risk of accidental disruption. However, we understand that business needs change. Should you require different arrangements, this can be discussed.
Can I terminate my subscription for convenience?	Our services are offered on an annual subscription basis, with fees payable in advance. This model allows us to invest in our platform and provide a high level of service and innovation to all our customers. Because our pricing and business model are based on annual commitments, we do not provide for early termination for convenience or offer pro-rated refunds, except as otherwise required under applicable law. If a subscription is terminated mid-term, the fees for the remainder of the current term remain payable, unless the termination is due to Diligent's material breach of the agreement.

This document is for informational purposes only and does not form part of any contractual agreement.

Can Diligent assign its contracts?	Yes, our GTCs include a standard clause allowing for the assignment of the agreement. This is a common and necessary provision for any global business, as it provides the flexibility needed to manage corporate changes such as mergers, acquisitions, or internal restructuring. Any assignment would be to an entity capable of upholding all contractual commitments, ensuring your service remains unaffected.
What happens to my data at the end of the contract?	You own your Client Data. You can export your data at any time during your subscription in an industry-standard format. To ensure a smooth transition, we also provide a 30-day period after your contract ends during which you can download your data. While we empower you with the tools to manage your data, we do not offer custom services to transition to a third-party provider.
Who owns the intellectual property (IP) of the Diligent platform?	The intellectual property of the Diligent platform belongs to Diligent. When you subscribe to our services, you are granted a limited right to access the services for the duration of your subscription term. This is the standard model for SaaS, allowing thousands of customers to benefit from the same secure, innovative, and regularly updated platform. This right to use the service ceases upon contract termination.
What is Diligent's position on liability?	To maintain a sustainable business that can continue to serve all our clients effectively, we cannot accept unlimited liability other than for the specific liabilities detailed in the agreement. Our GTCs establish a liability cap that reflects a fair and standard allocation of risk for a SaaS provider. This balanced approach allows us to offer a powerful platform at a reasonable cost.
Does Diligent offer indemnification?	Yes. We stand firmly behind our product and provide full indemnification to our clients against third-party claims of intellectual property infringement. This provides a critical protection for you. As the owner of the IP, we are best positioned to defend such a claim and will manage the entire process. However, we do not provide indemnities for other breaches of the agreement, as remedies for these are covered elsewhere in the GTCs.
What are Data, Education, and Freemium Services?	To add value to your subscription, we may offer: Data Services (data feeds from partners, such as market intelligence), Education Services (educational resources such as eLearning courses, certification and templates), Freemium Services (complimentary value-added services). Because these services are often free, optional, or provided by partners, they are subject to their own specific terms and are not covered by the same commitments as our core paid services. It is always your choice whether to use them.

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