

Sage Match

Terms and Conditions of Use

(Last updated: 9 November 2015)



1. Acknowledgement and Acceptance

1.1. This Agreement is between: (1) you, the person or organisation registered to use or using the Sage accountancy network service known as “Sage Match”; and (2) us, as follows: if you are domiciled in: (i) Europe, Middle East, Africa, Asia or Australia, Sage Global Services Limited a company incorporated in England (company registration number 09506951) whose registered office is at North Park, Newcastle upon Tyne NE13 9AA, United Kingdom; or (ii) North, Central, or South America, Canada or the Caribbean, Sage Global Services US, Inc., a Delaware corporation, and is provided subject to the following terms and conditions of use (the “Terms”). Your use of Sage Match constitutes your acceptance of these Terms, our website [terms of use](#) and [privacy policy](#) (the “Agreement”).

1.2. SAGE MATCH IS A FREE TOOL WHICH HELPS YOU TO LOCATE ACCOUNTANCY PROFESSIONALS. HOWEVER, BEFORE USING SAGE MATCH, YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS. INFORMATION ON SAGE MATCH IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT MEANT TO SUBSTITUTE FOR YOUR OWN VERIFICATION OF THE PROFESSIONALS LISTED. BY USING SAGE MATCH, YOU ACCEPT ALL OF THE TERMS BELOW. IF YOU DO NOT AGREE TO THE TERMS BELOW, PLEASE DO NOT USE SAGE MATCH.

1.3. This Agreement describes the Terms applicable to your use of the Sage Match. Sage may update the Terms from time to time without notice to you; however, you can review the most current version of the Terms at any time at:

U.S. – <http://na.sage.com/us/accountant/lp/sage-match/terms-conditions>

Canada –

(English) <http://na.sage.com/ca/accountant/lp/sage-match/terms-conditions>

(French) <http://na.sage.com/cafr/comptable/lp/sage-match/modalites-conditions>

Your continued use of Sage Match following posting of updated Terms will constitute your acceptance of such changes. It is your responsibility to check regularly for changes to the Terms.

1.4. Please note that because we do not and cannot be involved in user-to-user dealings (e.g., professional engagements or communications) in the event that you have a dispute with another user of Sage Match (including any of the professionals listed on Sage Match), you acknowledge and agree that you use Sage Match at your own risk. You further acknowledge and agree to release Sage (and our agents and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with these disputes. Nothing in these Terms shall operate to limit or exclude the liability of Sage for fraud or fraudulent misrepresentation.

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2. Overview of Sage Match

- 2.1. Sage Match may provide you with a list of various accounting and bookkeeping professionals in your required/specified geographic area. We recommend you evaluate more than one listed professional before making a final decision. All professionals whose professional information we provide to you are independent from Sage.
- 2.2. Sage does not receive a referral fee from any listed professional. By using Sage Match, you agree that Sage and its parents, subsidiaries, affiliates, agents, officers, trustees, members, managers, partners or employees shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Sage has been advised of the possibility of such damages) whether in an action of contract, negligence or other tort, in connection with or resulting from your use of Sage Match provided by Sage and/or your use of or reliance upon any information, answer or response provided by Sage Match. Nothing in these Terms shall operate to limit or exclude the liability of Sage for fraud or fraudulent misrepresentation.

3. Information and Accuracy

While Sage makes an effort to verify the accuracy of the professional listings provided on Sage Match, Sage has no control over the truth or accuracy of a user's posting, listing, or content on Sage Match. You release Sage from any liability with respect to information listed, entered on or through Sage Match that is offensive, harmful or inaccurate. Sage assumes no responsibility for the timeliness, deletion, or failure to store any user communications or listing settings.

4. Use of Sage Match and Content

- 4.1. You understand that all information, data, text, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person or entity from which this Content originated. This means that you, and not Sage, are entirely responsible for all Content that you upload, post, email or otherwise transmit via Sage Match.
- 4.2. You agree to not use Sage Match to:
- 4.2.1. upload, post, email or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise offensive, indecent or objectionable;

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- 4.2.2. harm minors in any way;
 - 4.2.3. impersonate any person or entity, including, but not limited to, a Sage official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - 4.2.4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through Sage Match;
 - 4.2.5. upload, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - 4.2.6. upload, post, email or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
 - 4.2.7. upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation, except in those areas that are designated for such purpose, if any;
 - 4.2.8. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - 4.2.9. interfere with or disrupt Sage Match or servers or networks connected to Sage Match, or disobey any requirements, procedures, policies or regulations of networks connected to Sage Match;
 - 4.2.10. intentionally or unintentionally violate any applicable law or regulation or participate in any unlawful, illegal, indecent or immoral activities;
 - 4.2.11. stalk or otherwise harass another; or
 - 4.2.12. collect or store personal data about other users.
- 4.3. You acknowledge that Sage does not pre-screen Content, but that Sage and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via Sage Match. Without limiting the foregoing, Sage and its designees shall have the right to remove any Content that violates these Terms or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of the Content.
- 4.4. You
acknowledge and agree that Sage may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that this preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Sage, its users and

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the public. You understand that the technical processing and transmission of Sage Match, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Solely to enable Sage to use your Content and not violate any rights you may have in Your Content, you agree to grant Sage a non-exclusive, worldwide, perpetual, irrevocable, royalty-free right (including the right to grant sub-licenses) to use Your Content for the purposes of performing its obligations under this Agreement. Sage will only use personal information collected about you in accordance with Sage's privacy policy. For more information, please see our privacy policy. You agree that Sage may use Your Content, including any personal information you provide, in accordance with Sage's Privacy policy.

5. Advertisers

Sage does not warrant, endorse or guarantee any product or services advertised on Sage Match, and we will not be a party to any transaction between you and any advertiser or user. Sage does not assume the responsibility of enforcing licensing requirements, or of checking for license, with respect to licensed professions or trades, prior to publishing advertisements. Sage does not assume the responsibility of monitoring the use of trademarks, copyrights or other rights of third parties.

6. Links To Third Party Sites

- 6.1. If there are any links to third party websites which are accessible via Sage Match this will facilitate you leaving Sage Match (the "linked sites"). Please note that the linked sites are not under the control of Sage and Sage is not responsible for the content of any linked site or any link contained in a linked site, or any changes or updates to these sites. Sage is not responsible for web casting or any other form of transmission received from any linked site. Sage is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Sage of the listed professional, business, site or any association with its operators.
- 6.2. You acknowledge that there are risks in using any information found on the internet. Sage cautions all users to understand these risks before using or relying upon anything in the internet. Sage does not endorse, warrant or guarantee the professionals, businesses, products, or services described or offered in any of the linked sites.

7. Termination of Access

- 7.1. Without prejudice to any other rights or remedies which Sage may have, you agree that Sage, in its sole discretion, may terminate your access to and use of Sage Match, and remove and discard any Content within Sage Match, for any reason,

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including, without limitation, if Sage believes that you have violated or acted inconsistently with the letter or spirit of these Terms.

7.2. Sage may also in its sole discretion and at any time amend or discontinue providing Sage Match, or any part thereof, with or without notice. You agree that any termination of your access to Sage Match under any provision of these Terms may be effected without prior notice, is without prejudice to any rights and remedies which Sage may have, and acknowledge and agree that, if applicable, Sage may immediately deactivate or delete your account and all related information and files in your account and bar any further access to such files or Sage Match. Further, you agree that Sage shall not be liable to you or any third party for any termination of your access to Sage Match.

8. No Warranty

8.1. You understand and agree that:

8.1.1. Your use of Sage Match is at your sole risk. Sage Match is provided on an "AS IS" and "AS AVAILABLE" basis. To the fullest extent permitted by law, Sage hereby expressly disclaims any and all warranties, conditions, undertakings, guarantees and promises of any kind whatsoever (whether express or implied) including but not limited to the implied warranties of satisfactory quality, merchantability and/or fitness for purpose.

8.1.2. Sage does not represent or warrant that:

8.1.2.1. Sage Match will meet your requirements;

8.1.2.2. Sage Match will be uninterrupted, timely, secure or error free;

8.1.2.3. the results that may be obtained from Sage Match will be accurate or reliable;

8.1.2.4. the competency of any professionals and/or quality of any products, services, information or other material purchased or obtained by you via Sage Match will meet your expectations or requirements; and

8.1.2.5. any errors in Sage Match will be corrected.

8.2. Any material downloaded or otherwise obtained through use of Sage Match is undertaken at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such material.

8.3. No advice or information (whether oral or written) obtained by you from Sage or via Sage Match shall create any representation or warranty unless expressly stated in these Terms. If, under any law, a particular term, warranty or other type of promise relating to Sage Match would automatically be included in these Terms, we will only be bound by that term, warranty or promise to the extent required by law.

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9. Limitation on Liability

- 9.1. Subject to clauses 9.4 and 9.5, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising under or in connection with this Agreement shall not exceed twenty Great British Pounds (£20GBP) or its equivalent in your country of domicile calculated in accordance with clause 9.2 below.
- 9.2. Any sums payable to you under this Agreement shall be paid in the currency in your country of domicile. For the purposes of converting the amount of Great British Pounds referred to in clause 9.1 above into the currency of your country of domicile, the rate of exchange to be applied to that conversion shall be deemed to be the closing mid-point rate in London on the date when such payment becomes due under this Agreement as subsequently quoted in the next published edition of The Financial Times in the United Kingdom (or such other financial paper as may supersede or replace the same).
- 9.3. Subject to clauses 9.4 and 9.5, we will not be responsible for any of the following, even if we knew or should have known there was a possibility you could experience the problem (in each case whether direct or indirect):
- 9.3.1. loss of or damage to data or information input by you into or supplied by you in connection with Sage Match;
 - 9.3.2. any interruption to your business or damage to information, however that interruption or damage is caused;
 - 9.3.3. loss of profits, loss of business, loss of custom, loss of contract or loss of goodwill;
 - 9.3.4. loss or damage which we could not have reasonably known about at the time you entered into this agreement; and
 - 9.3.5. losses you suffer as a result of using Sage Match other than as described in this Agreement.
- 9.4. Nothing in this agreement will prevent or limit your or our liability (as applicable) for:
- 9.4.1. fraud;
 - 9.4.2. death of or personal injury to any person as a result of your or our negligence; or
 - 9.4.3. any other matter cannot be limited or excluded under applicable law.
- 9.5. Your and our responsibilities under this agreement are reasonable because they reflect that:
- 9.5.1. Sage Match is provided by us free of charge;
 - 9.5.2. we cannot control how, and for what purposes, you use Sage Match;
 - 9.5.3. we have not developed Sage Match specifically for you; and
 - 9.5.4. although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure there are no problems with Sage Match.

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10. Indemnification

You agree to defend, indemnify and hold us and our affiliates, directors, officers, members, managers, agents, consultants and employees harmless from and against any and all claims, losses, liabilities, costs and expenses (including, without limitation, legal fees) arising from your violation of any of these Terms or any third party rights, including, without limitation, infringement of any copyright, violation of any proprietary right and invasion of any privacy rights.

11. Proprietary Rights

- 11.1. You acknowledge and agree that Sage Match and any necessary software used in connection with Sage Match contains proprietary and confidential information that is protected by applicable intellectual property and other laws.
- 11.2. You further acknowledge and agree any Content contained in advertisements, listings, or information presented to you through Sage Match or advertisers is protected by copyright, trade mark, service mark, patent or other proprietary rights and laws.
- 11.3. Except as expressly authorised by Sage or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on Sage Match, in whole or in part. You agree not to modify Sage Match in any manner or form, or to use modified versions of Sage Match, including (without limitation) for the purpose of obtaining unauthorised access to Sage Match and/or its data, including its Content. You agree not to access Sage Match by any means other than through the interface that is provided by Sage for accessing it and such other instructions as Sage may provide from time to time.

12. Data Protection

- 12.1. We will use any information you provide us under this Agreement, or that we collect under this Agreement as described in our privacy policy and in particular to:
 - 12.1.1. provide, manage and administer your use of Sage Match;
 - 12.1.2. fulfil our contractual obligations under this Agreement;
 - 12.1.3. liaise with regulators, banks, law enforcement agencies (including the police);
 - 12.1.4. (subject to clause 12.4) contact you to see if you would like to take part in our customer research;
 - 12.1.5. (subject to clause 12.4) contact you about other products and services which we think you will be interested in;

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- 12.1.6. deliver targeted advertising, marketing or information (including via in-product messaging) to you which may be useful to you, based on your use of Sage Match; and
 - 12.1.7. otherwise in accordance with our privacy policy.
- 12.2. We may disclose information to other companies in the Sage group of companies, our contractors, and other organisations for example, we may disclose information to:
 - 12.2.1. The Sage Group plc (which ultimately owns us);
 - 12.2.2. organisations which we use to help us send communications;
 - 12.2.3. organisations we use to help us provide the software or services (such as hosting providers, where relevant);
 - 12.2.4. law enforcement agencies;
 - 12.2.5. third parties (if any) used by us to perform our obligations to you under this Agreement; and
 - 12.2.6. any other person in order to meet any legal obligations on us, including statutory or regulatory reporting.
- 12.3. If you provide us with information which contains personal data we will process and you agree and authorise us to process that data in accordance with applicable laws including, without limitation, the Data Protection Directive (95/46/EC), the Electronic Communications Data Protection Directive (2002/58/EC) and all other applicable laws and regulations relating to the processing of personal data and privacy in your country of domicile (collectively "Data Protection Laws") and our privacy policy. Where we use the terms "personal data", "data processor" and "data controller" in this Agreement we mean as defined in the Data Protection Laws in your country of domicile, as applicable.
- 12.4. By using Sage Match, you consent to us sending you email marketing communications. In return, we will process the personal data you provide to us in accordance with our privacy policy which is available at <https://sage-exchange.co.uk/privacy> or <http://www.sage.com/us/legal> (for use of Sage Match in the U.S.) or <http://www.sage.com/ca/legal> (for use of Sage Match in Canada). We believe that email marketing must be built upon a foundation of good practice and permission and that the recipient must be given the means to control the frequency which businesses communicate with them as well as must be given clear and unambiguous means to unsubscribe from further emails. You acknowledge and agree that Sage Match will keep a log of any unsubscribe requests from recipients of emails sent using the service, and it will seek to prevent any future emails from being sent to those recipients that have previously unsubscribed. If at any time you do not want us to use your personal data in the manner described at clauses 12.1.4 (customer research) or 12.1.5

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(marketing information about other products or services), please email us at exchange@sage.com.

- 12.5. We warrant that during the term of this Agreement we will:
- 12.5.1. comply with the Data Protection Laws applicable to us whilst such personal data are in our control;
 - 12.5.2. (having regard to the state of technological development and the cost of implementing any measures), take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected; and
 - 12.5.3. take reasonable steps to ensure the reliability of our employees who have access to any personal data.
- 12.6. Sage Match and our central email system are hosted in the U.S.A. and, subject to clause 12.10, we may use third parties or products and services outside the EEA and/or your respective country of domicile, in the provision of Sage Match. This means that we may transfer any information which is submitted by you through Sage Match, our website or sent to us by other means outside the EEA and/or your respective country of domicile. We have taken steps to ensure that our providers use the necessary level of protection for any information we transfer to them in accordance with applicable law and you hereby consent to the transfer of such information.
- 12.7. We may, subject to clause 12.10, provide Customer Data that you transfer to us pursuant to this Agreement to:
- 12.7.1. our agents, service providers and other Sage group companies;
 - 12.7.2. law enforcement agencies;
 - 12.7.3. any other person in order to meet any legal obligations on us, including statutory or regulatory reporting; and
 - 12.7.4. any other person who has a legal right to require disclosure of the information.

13. Notices

Any notices or communication under the Terms to you will be addressed to the electronic address or mailing address specified in your registration form, if applicable, and will be deemed delivered immediately upon sending in the case of electronic mail and three days after mailing in the case of standard written mail. If to Sage, such notices shall be in writing and addressed to Sage at its registered office address listed above, or to such other address as Sage may provide to you from time to time.

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14. General

- 14.1. If a court or similar body decides that any wording in this agreement cannot be enforced, that decision will not affect the rest of this agreement, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.
- 14.2. If you or we fail to, or delay in, exercising any rights under this agreement, that will not mean that those rights cannot be exercised in the future.
- 14.3. This Agreement and the documents we expressly refer to in it is the entire agreement between you and us in relation to Sage Match, and replaces all documents, information and other communications (whether spoken or written) between us in relation to Sage Match.
- 14.4. This Agreement is personal to you and may not be transferred, assigned, subcontracted, licensed, charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. We may transfer, assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) this Agreement at any time without your consent.
- 14.5. A person who is not a party to this agreement has no right to enforce any term of it.
- 14.6. This Agreement and any dispute or claim arising out of or in connection with them or their subject matter of formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of the Sage entity that you are contracting with as follows:

Entity	Law
Sage Global Services Limited	English law
Sage Global Services US, Inc.	The laws of the State of Georgia (without reference to its conflicts of law principles) and controlling United States federal laws

- 14.7. You irrevocably agree to submit to the exclusive jurisdiction of the courts of the country and State (as applicable) set out above over any claim or matter arising out of or in connection with this Agreement (including non-contractual disputes or claims) or the legal relationship established by it.
- 14.8. To the fullest extent permitted by law and consistent with valid entry into a binding agreement, the controlling language of this Agreement is English and any translation you have received has been provided solely for your convenience. In the event you have agreed to this Agreement by means of display of a translated version of this Agreement in a language other than

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English, you may request an English language version of this Agreement by notice to Sage. To the fullest extent permitted by law, all correspondence and communication between you and Sage under this Agreement must be in the English language.