

Sage View

Invited User Terms and Conditions of Use

(Last updated: April 26, 2016)

1. Introduction

1.1. Welcome to Sage View (including the Sage View Connector tool and/or Sage View mobile app, where applicable; hereinafter referred to collectively as “Sage View”), an online solution designed to strengthen your working relationship with your accountant (including the accountant’s firm and permitted users of the Sage View account; hereinafter referred to collectively as “accountant”) by allowing you to connect your data to your accountant’s Sage View account as an “invited user,” which will allow your accountant to review and analyze your data through Sage View. Sage View is provided by Sage. Your access to and use of any and all Sage View versions and/or editions and any related services not governed by a separate agreement is governed by and subject to the following terms and conditions and Sage’s applicable policies and procedures for Sage View (collectively, the “Terms”).

These Terms are between you (“you” or “your”) and Sage, 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.

Any person or entity acting on your behalf shall also be bound by the Terms and you agree to be responsible for such person’s or entity’s actions. 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://www.sage.com/us/accountant/sage-view/>

Canada:

(English) <http://www.sage.com/ca/accountant/sage-view/>

(French) <http://www.sage.com/ca/fr/comptable/sage-view/>

UK: <http://sage-exchange.co.uk/products/sage-view>

Select the Terms and Conditions link for Invited User. Certain services may be subject to additional posted licenses, purchase or subscription terms, guidelines, or rules that may be modified from time to time.

1.2. By checking the box entitled “I have read and accepted the terms and conditions” and clicking “Authorize” on the Sage View authorize access page or by using Sage View, you represent and warrant that you are eighteen (18) years of age or older, that you have provided true, accurate, current, and complete information, that you have the power and authority to enter into and perform under these Terms, and acknowledge that you have read, understand and agree to be bound by the Terms and comply with all applicable laws, rules, and regulations. If you do not agree with the Terms, exit the authorize access page

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and your access to Sage View will terminate and your accountant will not have access to your data through Sage View.

2. **Sage's Provision of Sage View**

2.1. Sage will provide you access to Sage View in accordance with these Terms. If you are accessing Sage View through an “invited user” account, you will have limited access to the features of the respective Sage View version and/or edition while your account is active.

2.2. If you breach any of these Terms, as determined by Sage in its sole discretion, you agree that Sage may disable access to your Sage View account (“Your Account”); and you may be prevented from accessing Sage View or your account details, data, passwords, or other material that you submit, post, incorporate, or display on or through Sage View (collectively “Your Material”) that connects to, becomes part of, and is incorporated in your accountant’s Sage View account.

2.3. If Sage discovers that Your Material violates these Terms or applicable legal agreements, laws, regulations or policies, you agree that Sage may remove Your Material and Your Account at its sole discretion.

2.4. Sage makes no promises as to the availability of Your Material or Sage View or the functionality of Sage View.

3. **Your Use of Sage View**

3.1. In order to accept your accountant’s invitation to connect to their Sage View account and allow automated feeds of your data through Sage View to your accountant’s Sage View account, you will be required to provide information about yourself, your company, and your accounting software. You agree to provide true, accurate, current, and complete information about yourself, your company, and your accounting software accounts to Sage and you agree to not misrepresent your identity or your account information to Sage. You agree to keep your account information up to date and accurate.

3.2. You understand and agree that you must grant your accountant access to your data through Sage View by agreeing to connect with your accountant’s Sage View account, and you may terminate your accountant’s access to your data at any time by disconnecting your company using Sage View. If you disconnect, you understand and agree that your accountant will no longer have access to your data through their Sage View account. You further acknowledge and agree that Sage has no responsibility to you, your accountant, or to anyone else for your actions or the actions of your accountant including, without limitation, your accountant’s access to and manipulation of your data through their Sage View account.

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3.3. If your accountant fails to pay the applicable fees for their Sage View subscription, you understand and agree that your accountant will no longer have access to your data through Sage View, and Sage may disable and remove Your Account and Your Material.

3.4. If at any time, Sage determines, in its sole discretion, that your accountant is not eligible for Sage View, you understand and agree that your accountant will no longer have access to your data through Sage View, and Sage may disable and remove Your Account and Your Material.

3.5. You agree that Sage may use, modify, display, distribute, and create new materials using Your Material to provide information and services to your accountant's Sage View account. By submitting Your Material, you agree, or promise that the owner of Your Material has expressly agreed that, without any particular time limit, and without the payment of any fees, Sage may use Your Material for the purposes set out in the Terms.

3.6. By agreeing to connect your data through Sage View with your accountant's Sage View account, you authorize Sage to access other Sage accounts and/or third party accounts designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you.

3.7. For all purposes hereof, you hereby grant Sage a limited power of attorney, and you hereby appoint Sage as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access other Sage and/or third party accounts, sites, servers, or documents, to retrieve information, and use your information, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person, only as required to provide the information and services about and related to Your Material to your accountant's Sage View account, as indicated by your acceptance to connect your data with your accountant's Sage View account through Sage View.

3.8. You acknowledge and agree that when Sage accesses and retrieves information from other Sage or third party accounts, sites, servers, or applications, Sage is acting as your agent, and not the agent or on behalf of the third party. You agree that Sage and third party account providers shall be entitled to rely on the foregoing authorization, agency, and power of attorney granted by you. You understand and agree that Sage View is not endorsed or sponsored by any third party account providers accessible through Sage View.

3.9. You agree that you are solely responsible for (and that Sage has no responsibility to you, your accountant, or to anyone else) your use of Sage View, Your Material, your breach of any obligations under the Terms, and for the consequences (including loss or damage of any kind which you or Sage may suffer) of any breach of such obligations. You further agree

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to not use Sage View to store, host, or send unsolicited electronic messages. You further agree to not use Sage View to transmit any viruses, worms, or malicious content.

3.10. You agree to use Sage View only according to instructions and documentation that Sage provides and only for purposes that are permitted by the Terms and any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

3.11. You agree to comply with all applicable export and import controls, including, but not limited to, the United States Department of Commerce's Export Administration Regulations and sanctions programs administered by the United States Treasury Department's Office of Foreign Assets Control. By using Sage View, you represent and warrant that you are not prohibited from receiving exports, imports or services under United States or other applicable laws.

3.12. You agree not to access (or attempt to access) Sage View by any means other than through the interface made available by Sage, unless you have been specifically allowed to do so in a separate written agreement with Sage. You specifically agree not to access (or attempt to access) Sage View through any automated means (including use of scripts, crawlers, or similar technologies).

3.13. You agree that you will not: (a) engage in any activity, or (b) use any of Your Material in a way that interferes or disrupts Sage View, or any servers, networks, or websites operated by Sage or any third party.

3.14. You represent and warrant to Sage that you have all the rights in, power to and authority to enter into these Terms.

3.15. You agree that Sage owns all right, title, and interest in and to Sage View, including without limitation all applicable Intellectual Property Rights. "Intellectual Property Rights" means any and all rights existing under patent, copyright, trade secret and trademark law, unfair competition law, and any and all other proprietary rights worldwide.

4. **License from Sage**

4.1. Sage gives you a personal, worldwide, non-assignable, non-transferrable, and non-exclusive license to use Sage View for the sole purpose of enabling you to use and enjoy the benefits of the respective Sage View version and/or edition (specifically for you to connect your data with your accountant's Sage View account) as delivered by Sage solely in the manner permitted by the Terms, and in accordance with instructions and documentation that Sage provides.

4.2. You shall not (and you shall not permit anyone else to): (a) copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from Sage View;

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(b) take any action to circumvent or defeat the security or usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management or forward-lock functionality) on Sage View; (c) use Your Material to access, copy, transfer, transcribe or retransmit anything in violation of any law or the rights of others; or (d) remove, obscure, or alter Sage's copyright notices, trademarks, or other proprietary rights notices.

4.3. Unless Sage has given you express and specific written permission to do so, you shall not assign, transfer (by merger, acquisition, operation of law or otherwise), grant a sub-license or a security interest in, your license to use Sage View to someone else.

5. License from You

5.1. Sage may provide you with a mechanism to provide feedback, suggestions, and ideas about Sage View ("Feedback"). You agree that Sage may, in its sole discretion, use the Feedback in any way, including but not limited to future modifications of Sage View, multimedia works and/or advertising and promotional materials relating thereto. You hereby: (a) grant Sage a perpetual, worldwide, fully transferable, non-revocable, royalty free license to use, reproduce, modify, create derivative works from, perform, distribute, and display for any purpose any information you provide to Sage in the Feedback; and (b) agree to unconditionally and irrevocably waive any and all moral rights (and all rights to object to derogatory treatment of the Feedback) to which you may now or in the future be entitled under the UK's Copyright, Design and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

5.2. For avoidance of doubt, the license granted and the waiver provided by you to Sage under Section 5.1 above, shall extend to both of the above-identified Sage Global Service entities and their affiliates, licensees, assignees, and successors in title (as applicable).

6. Monitoring

Sage View may contain technologies that monitor, record and report to Sage information regarding the use of Sage View, including but not limited to information concerning the devices used to access Sage View; and the frequency, type and manner of use of Sage View (collectively, "Usage Data"). You agree that Sage may, in its sole discretion, collect and use Usage Data to support, maintain, and improve Sage View (including but not limited to, anonymous aggregate use for benchmarking and industry norm features and other similar functionality or enhancements), and to enforce Sage's rights under the Terms. To the extent any Usage Data is personal information within the meaning of applicable law, you hereby: (a) consent to Sage's collection, use and disclosure of such Usage Data for these purposes; and (b) represent and warrant that you have obtained the consent of any individual to whom such Usage Data relates to Sage's collection, use and disclosure of such Usage Data for these purposes, or that the consent of any such individuals is not required to be obtained under applicable law.

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7. **Support**

Sage disclaims any responsibility to provide any customer support for Sage View except as described on the appropriate regional Sage View website. Sage may change its customer support for Sage View at any time by updating the customer support description on the Sage View website(s). You hereby understand and acknowledge that if you or Sage terminate Your Account customer support for Sage View will no longer be available to you.

8. **Your password and account security**

8.1. You are responsible for maintaining the confidentiality of passwords associated with Your Account and agree to be responsible to Sage for all activities that occur under Your Account, whether performed directly by you or by others.

8.2. If You become aware of any unauthorized use of your password or of Your Account, You shall notify Sage immediately using the contact information listed on the appropriate regional Sage View website.

9. **Privacy and your personal information**

9.1. For information about Sage's data protection practices, please read the appropriate regional Sage privacy policy at:

U.S.: <http://www.sage.com/us/accountant/sage-view/>

Canada:

(English) <http://www.sage.com/ca/accountant/sage-view/>

(French) <http://www.sage.com/ca/fr/comptable/sage-view/>

UK: <http://sage-exchange.co.uk/privacy>

Select the Privacy Policy link (where applicable). This policy explains how Sage treats your personal information and protects your privacy when you use Sage View.

9.2. You agree that Sage may use Your Material, including any personal information you provide, in accordance with Sage's privacy policies.

9.3. Sage utilizes industry standard technology resources to maintain its high security standards. You understand and agree that Your Material, including any personal information you provide and your company data as part of or incorporated in Your Material, may be stored in countries outside of your country. You further understand and agree that, to the extent required by applicable laws, rules, and regulations, it is your responsibility to notify others that their data as part of or incorporated in Your Material, may be stored in countries outside of your and/or their country.

10. **Indemnification**

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To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless Sage, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney fees) arising out of or accruing from your use of Sage View, Your Material or your violation of these Terms.

11. Fees

Your Account is a license subscription. Because you are accessing Sage View as an “invited user,” Sage will not charge you a fee for accessing Your Account.

12. Termination

12.1. These Terms will remain in effect until you or Sage terminate the Terms as described below.

12.2. Termination by You:

a.) If you are accessing Sage View as an “invited user,” you may terminate these Terms and Your Account by accessing your services and subscription management tab within Sage View and following the applicable instructions.

b.) Likewise, you may terminate these Terms and Your Account by contacting Sage using the contact information listed on the appropriate regional Sage View website.

12.3. Termination by Sage. Sage may at any time, terminate these Terms and Your Account if Sage determines in its sole discretion that: (a) your accountant has not paid or Sage is unable to collect the applicable fees for your accountant’s Sage View account when due; (b) your accountant is no longer eligible for Sage View; (c) you have breached any provision of these Terms, (d) it is required to do so by law; (e) if your accountant is using a trial user or Controlled Release User Sage View account and the time period of the trial or controlled release has expired; or (f) it will discontinue operation of Sage View. Further, Sage may at any time, terminate these Terms and Your Account upon ninety (90) days’ prior notice to you.

12.4. In the event Your Account is terminated: (a) you will not be able to access Your Account or Your Material; and (b) you agree that Sage shall have no obligation to maintain or provide you access or deliver to you any of Your Material. If you are an “invited user” or a “trial user,” you will no longer be able to access Your Account or Your Material and Sage will have no obligation to retain any such material beyond ninety (90) days after your last login.

12.5. Notwithstanding termination of these Terms, the following sections will remain in force against you and Sage: 2, 3, 4.2, 4.3, 5, 6, 9, 11, 12.4, 12.5, and 13-17.

13. DISCLAIMER OF WARRANTIES

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13.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF SAGE VIEW AND ANY CONTENT OBTAINED THROUGH SAGE VIEW IS AT YOUR SOLE RISK AND THAT SAGE VIEW IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND. SAGE DOES NOT WARRANT THAT SAGE VIEW IS FREE OF BUGS, VIRUSES, IMPERFECTIONS, ERRORS, OR OMISSIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAGE FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTEES AND OTHER PROMISES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED (AND WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE) WITH RESPECT TO SAGE VIEW AND ALL OF YOUR MATERIAL, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF AVAILABILITY, RELIABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT (AS APPLICABLE).

13.2. YOU EXPRESSLY UNDERSTAND AND AGREE THAT BECAUSE USE OF SAGE VIEW AND ALL OF YOUR MATERIAL IS AT YOUR SOLE RISK, SAGE IS NOT RESPONSIBLE FOR AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTERS, NETWORKS, MOBILE AND OTHER DEVICES, AND LOSS OF DATA THAT MAY RESULT FROM SUCH USE.

13.3. YOU EXPRESSLY UNDERSTAND AND AGREE THAT SAGE VIEW IS NOT FAULT-TOLERANT AND IS NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING WITHOUT LIMITATION, IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, WEAPONS SYSTEMS, LIFE-SUPPORT MACHINES, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF SAGE VIEW COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, “HIGH RISK ACTIVITIES”). SAGE EXPRESSLY DISCLAIMS ALL, WHETHER EXPRESS OR IMPLIED, WARRANTIES, CONDITIONS, GUARANTEES AND OTHER PROMISES FOR SUCH HIGH RISK ACTIVITIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

14. **LIMITATION OF LIABILITY**

14.1. SUBJECT TO SECTION 14.4, YOU EXPRESSLY UNDERSTAND AND AGREE THAT SAGE AND ITS SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY HOWSOEVER ARISING), MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT) OR OTHERWISE) FOR:

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(A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES; AND/OR

(B) ANY LOSS OF PROFITS, LOSS OF BUSINESS AND/OR REVENUE, LOSS OF CONTRACTS, LOST WORKING TIME, DEPLETION OF GOODWILL, LOSS OF OR CORRUPTION TO DATA OR INFORMATION OR LOSS OF ANTICIPATED SAVINGS, IN EACH CASE ENVE IF EITHER PARTY KNEW OF SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSS. FOR THE AVOIDANCE OF DOUBT, THIS EXCLUSION COVERS BOTH DIRECT AND INDIRECT LOSS AND DAMAGE THAT YOU MAY INCUR THROUGH USE OF SAGE VIEW, YOUR ACCOUNTANT'S USE OF SAGE VIEW, AND ANY OF YOUR MATERIAL ACCESSED OR OBTAINED FROM SAGE VIEW, WHETHER OR NOT SAGE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH LOSS AND DAMAGE.

14.2. SUBJECT TO SECTION 14.4, SAGE'S TOTAL LIABILITY WHICH ARISES UNDER OR IN CONNECTION WITH THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), FROM STATUTUE OR OTHERWISE, WILL NOT EXCEED THE GREATER OF: (A) TWO HUNDRED DOLLARS (US\$200.00) IF YOU USE SAGE VIEW IN THE UNITED STATES, £200 IF YOU USE SAGE VIEW IN THE UNITED KINGDOM, OR ITS EQUIVALENT IN YOUR COUNTRY OF DOMICILE CALCULATED IN ACCORDANCE WITH CLAUSE 14.3 BELOW; OR (B) THE TOTAL FEES YOU HAVE PAID TO US FOR YOUR USE OF SAGE VIEW DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY AROSE, CALCULATED IN ACCORDANCE WITH CLAUSE 14.3 BELOW.

14.3. Any sums payable to you under these Terms 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 Section 14.2 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 these Terms 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).

14.4. NOTHING IN THESE TERMS EXCLUDES THE LIABILITY OF SAGE FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FRADULENT MISREPRESENTATION.

15. **Changes to Sage View**

15.1. Sage may change, revise, update, or otherwise modify the features and functionality of any and all Sage View versions and/or editions. You may reject these changes by discontinuing use of Sage View and terminating Your Account.

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15.2. You understand and agree that if you use Sage View after any such changes, you will be deemed to have agreed to the changes and your continued use of Sage View will be subject to and governed by these Terms.

16. Changes to the Terms

16.1. Sage may change these Terms from time to time. When these changes are made, Sage will make the updated version of the Terms available at:

U.S.: <http://www.sage.com/us/accountant/sage-view/>

Canada:

(English) <http://www.sage.com/ca/accountant/sage-view/>

(French) <http://www.sage.com/ca/fr/comptable/sage-view/>

UK: <http://sage-exchange.co.uk/products/sage-view>

To view select the Terms and Conditions link for Invited User. It is your responsibility to check regularly for changes to the Terms.

16.2. You understand and agree that if you use Sage View after the date on which the Terms have changed, you will be deemed to have agreed to the changes and your continued use of Sage View will be subject to and governed by the updated Terms.

17. General Terms

17.1. These Terms, along with anything referenced herein, constitute the entire legal agreement between you and Sage and govern your use of Sage View. The Terms completely replace any prior agreements between you and Sage in relation to Sage View.

17.2. To the fullest extent permitted by law and consistent with valid entry into a binding agreement, the controlling language of these Terms is English and any translation you have received has been provided solely for your convenience. In the event you have agreed to these Terms by means of the display of a translated version of these Terms in a language other than English, you may request an English language version of these Terms by notice to Sage. To the fullest extent permitted by law, all correspondence and communication between you and Sage under these Terms must be in the English language.

17.3. As a user of Sage View, you assume the responsibility for the selection of Sage View as being appropriate for your purposes to interact with your accountant. You understand and agree that: (a) you are solely responsible for the content and accuracy of all reports and documents prepared with Sage View based on your data provided through Sage View; (b) using Sage View does not relieve you or your accountant of any professional obligation concerning the preparation and review of such reports and documents, including verifying that calculations are correct; (c) you do not rely upon Sage or Sage View for any advice or guidance regarding the appropriate accounting and/or tax treatment of items reflected on such reports or documents; and (d) Sage's customer support is designed to only offer

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technical support for issues regarding the features and functionality of Sage View in the supported browser environments.

17.4. You understand and agree that some Sage products and third party products marketed, integrated, and/or available with Sage View may be subject solely to terms and conditions of the respective Sage product or third party product and not to these Terms. You acknowledge and agree that under no circumstances shall Sage be responsible or liable in any way for the availability and/or functionality of services or products offered, or the content located on or through, any such third party product. You further acknowledge and agree that under no circumstances shall Sage be responsible or liable in any way, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such functionality, content, goods or services available on or through any such third party product. Sage may withdraw access to such third party products via Sage View at any time without notice.

17.5. You authorize Sage to send you information about Sage products and services, including but not limited to marketing and promotional material, via facsimile, email, telephone, and other reasonable means. If you do not wish to receive information from Sage, please contact Sage using the contact information listed on the appropriate regional Sage View website.

17.6. You agree that any failure by Sage to exercise or enforce any legal right or remedy contained in these Terms (or which Sage has the benefit of under any applicable law), will not constitute a waiver of Sage's rights and that those rights or remedies will still be available to Sage.

17.7. If a court finds that any provision of these Terms (which includes any updated Terms) is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

17.8. These Terms and your relationship with Sage under these Terms (including any dispute or claim arising out of or in connection with these Terms) shall 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.

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You irrevocably submit to the exclusive jurisdiction of the courts of the country and state (as applicable) set out above to resolve any claim or matter arising from or in connection with these Terms (including the legal relationship established by it) or your use of Sage View.

In any and all instances, the United Nations Convention on Contracts for the International Sales of Goods shall not apply to these Terms. Notwithstanding the foregoing, you agree that Sage shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. In addition, you agree that any cause of action or claim will be litigated individually and that you will not consolidate or seek class treatment for any claims.

17.9. Sage View is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government (including its agencies and instrumentalities) is subject to restrictions set forth in 48 CFR 52.227-19 or DFARS 252.227-7014, as applicable.

17.10 Except as expressly set out in these Terms, a person who is not a party to these Terms will have no rights under the UK's Contracts (Rights of Third Parties) Act 1999 to enforce any term set out herein.

YOU HEREBY ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THE FOREGOING TERMS AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MUST IMMEDIATELY TERMINATE YOUR USE OF SAGE VIEW.