

App Terms of Use

Last updated: August 2023

PLEASE READ THESE TERMS OF USE (“TERMS”) CAREFULLY BEFORE USING THIS APPLICATION (“APP”). THESE TERMS GOVERN YOUR ACCESS AND USE OF THE APP.

By downloading or using the App you are deemed to have read and accepted these Terms. If you do not agree with or otherwise accept these Terms, then you may not access and use the App.

1. WHO WE ARE AND WHAT THESE TERMS REFER TO

- 1.1. These Terms are between you, the individual accessing and using the App (“**you**”, “**your**”), and the relevant Sage Group plc entity (“**Sage**”, “**we**”, “**us**” or “**our**”) who the organisation you are affiliated with contracts with under a separate licence agreement in respect of the Sage software relating to the App (“**Licence Agreement**”). If you are unsure which Sage Group plc entity you are contracting with, then you should speak to your organisation before accessing and using the App.
- 1.2. In order to access and use the App you must already have an authorised user account for the Sage software relating to the App. If you do not have an authorised user account then you may not access and use the App.
- 1.3. In accordance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable licence to access and use the App, as well as any updates and/or supplements to it and any related online or electronic documentation (“**Documentation**”).
- 1.4. Certain Apps may be owned by Sage Affiliates and accordingly, the relevant Sage Affiliates may provide the App to you directly on our behalf under these Terms as if the Sage Affiliate was an original party to it.
- 1.5. Capitalised terms used herein without definition shall have the meaning given in the applicable application store, marketplace or similar from which you download the App (“**App Marketplace Terms**”) unless otherwise specified.

2. YOUR PRIVACY

- 2.1. For information on how your personal data is used and your rights in relation to your personal data please refer to the data protection addendum available at <https://www.sage.com/en-gb/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-protection-addendum/> and the privacy notice applicable to you available at <https://www.sage.com/en-gb/trust-security/privacy/>.
- 2.2. If you have any questions in relation to your personal data then please contact globalprivacy@sage.com.

3. WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

- 3.1. The App may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).
- 3.2. You will need to make your own independent judgement about whether to use any such independent sites.

4. ADDITIONAL TERMS

- 4.1. These Terms govern your access and use of the App only. In addition to these Terms, you may also be subject to additional terms with respect to other Sage products or services you use.
- 4.2. In the event of a discrepancy between these Terms and any additional terms, with respect to the App and the Documentation these Terms shall prevail, while with respect to any other Sage products or services, such additional terms which relate to those products or services shall prevail.
- 4.3. The ways in which you access and use the App and Documentation may also be governed by the rules and policies of the App Marketplace Terms. In the event of a discrepancy between these Terms and the App Marketplace Terms, the App Marketplace Terms shall prevail to the extent there is a dispute regarding the use of the App Marketplace.
- 4.4. The App may use and/or be reliant on third-party services. Sage is not responsible for the availability of any such third-party services.

5. SUPPORT

We are not obligated under these Terms to provide technical support, or to maintain or support any customisation to the App.

6. YOUR RESPONSIBILITIES AND RESTRICTIONS

- 6.1. You agree that you will:
 - 6.1.1. use the App only in accordance with these Terms and the Documentation;
 - 6.1.2. not copy the App or the Documentation except as part of the normal use of the App;
 - 6.1.3. not translate, merge, adapt, vary, alter or modify, the whole or any part of the App or the Documentation nor permit the App (or any part of the App) to be combined with, or become incorporated in, any other programs;
 - 6.1.4. not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App; and
 - 6.1.5. comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App.
- 6.2. You must not:
 - 6.2.1. use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App;
 - 6.2.2. use the App or the Documentation to build a competitive product or service;
 - 6.2.3. infringe our intellectual property rights or those of any third party in relation to your use of the App or Documentation;
 - 6.2.4. use the App in any way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
 - 6.2.5. collect or harvest any information or data from our systems or attempt to decipher any transmissions to or from the servers running any services; and
 - 6.2.6. transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App.

- 6.3. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App.
- 6.4. If you download, stream or utilise the App on any device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these Terms, whether or not you own the device.
- 6.5. If you sell any device on which the App is installed, you must first remove the App from the device.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. All rights, title and interest, including all intellectual property rights, in and to the App (including any configurations and customisations thereof) and the Documentation throughout the world belong to us (or our licensors as relevant) and the rights in the App are licensed (not sold) to you. All rights not expressly granted in these Terms are reserved by Sage.
- 7.2. You acknowledge and agree that we may use the data submitted into the App by you ("**Customer Data**") in accordance with the terms of the Licence Agreement.
- 7.3. You may, but are not required to, provide Sage, its group companies, or its business partners, distributors or subcontractors with ideas, suggestions, requests, recommendations or feedback about the App ("**Feedback**"). If you do so, you grant us, and our group companies, a non-exclusive, worldwide, perpetual, irrevocable licence to use, reproduce, incorporate, disclose, and sublicense the Feedback for any purpose.

8. NO WARRANTIES

- 8.1. Access to the App is subject to availability of your provider's network availability and an internet connection may be required. We are not responsible for the availability of services from your provider, including any loss, damage, error, or failure to transmit.
- 8.2. SAGE MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:
 - 8.2.1. THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
 - 8.2.2. ANY LOSS, DAMAGE OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
 - 8.2.3. ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

9. LIMITATION OF LIABILITY

- 9.1. YOU AGREE THAT THE APP AND ANY RELATED DOCUMENTATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND IS ONLY FOR YOUR PERSONAL USE, SUBJECT TO ANY RESTRICTIONS IN THESE TERMS AND THE DOCUMENTATION. WE, ON BEHALF OF US, OUR GROUP COMPANIES AND LICENSORS, DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE (I) OF MERCHANTABILITY OR SATISFACTORY QUALITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT AND (IV) ARISING FROM CUSTOM, TRADE USAGE, COURSE OF

PRIOR DEALING OR COURSE OF PERFORMANCE. WE HAVE NO OBLIGATION TO FACILITATE THE AVAILABILITY OF THE APP AND WE HAVE NO OBLIGATION TO MAKE THE APP AVAILABLE. YOUR ACCESS AND USE OF THE APP IS SOLELY YOUR RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY ISSUES WITH THE APP THAT ARISE FROM CUSTOMER DATA OR SERVICES PROVIDED BY A THIRD PARTY. YOU ACKNOWLEDGE THAT WE DO NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO YOU.

- 9.2. Neither party excludes or limits their liability for fraud, death or personal injury arising out of negligence or any warranty as to title or quiet possession implied by statute.
- 9.3. Notwithstanding any other provision in these Terms, in no event shall Sage be liable to you whether in contract, tort (including negligence and breach of statutory duty), misrepresentation or otherwise howsoever caused for:
 - 9.3.1. special, indirect, incidental, exemplary, punitive or consequential loss, costs, damages, charges or expenses; and
 - 9.3.2. 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, even if Sage knew or should have known of the possibility of such loss.
- 9.4. In any event, our total liability arising under or in connection with these Terms, whether in contract, tort, including negligence and breach of statutory duty, misrepresentation or otherwise howsoever caused shall in no event exceed £100 or the local currency equivalent.

10. TERMINATION

- 10.1. We may remove the App and the Documentation from the App Marketplace and/or suspend your right to access and use the App and the Documentation at any time in our sole discretion. We may also terminate your right to access and use of the App and the Documentation at any time if we have reason to believe that you are in violation of these Terms.
- 10.2. You may stop using the App at any time by removing it from your device.

11. APP UPDATES

- 11.1. From time to time we may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. You agree to receive these automatic updates without any additional notice. Alternatively, we may ask you to update the App for these reasons. Except as otherwise specified, these Terms will govern any such updates and enhancements made to the App.
- 11.2. If you choose not to install such updates or not to receive automatic updates, you may no longer be able to access and use the App, or you may not be able to use its full functionality.

12. CHANGES TO THESE TERMS

We may need to update these Terms from time to time. In such a case, we will make reasonable efforts to inform you of such updates either through the App, or through other means of communication (such as email) but it is up to you to ensure that you regularly check, read, understand and agree to the most



recent version of the Terms. Your continued use of the App shall constitute your deemed acceptance of any updated Terms.

13. GENERAL

- 13.1. The App, Documentation or other technology we make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit access or use any Sage App in a U.S.-embargoed country or in violation of any U.S. export law or regulation.
- 13.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. We may transfer our rights and obligations under these Terms at any time without your consent.
- 13.3. Except as expressly set forth herein, any remedy set out in these Terms is not exclusive of any other available remedy.
- 13.4. These Terms do not confer any rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any Sage group company may enforce these Terms.
- 13.5. These Terms constitute the entire agreement between the parties regarding their subject matter and supersede all prior agreements, negotiations and discussions between the parties relating to them. Each party agrees that it has not relied on any representations or statements in entering into these Terms which are not set out expressly in it, except this does not exclude a party's liability for fraud.
- 13.6. If any provision in these Terms is held to be invalid, illegal or unenforceable, then to the extent possible such provision shall be construed to reflect the intent of the original provision, with all other provisions in these Terms remaining in full force and effect.
- 13.7. A party's failure or delay to exercise any right under these Terms will not act as a waiver of such right.
- 13.8. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws that apply to the Licence Agreement.
- 13.9. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the country and state (as applicable) that apply to the Licence Agreement.