

Sage Bank Feeds Service Terms and Conditions of Use

(Last Updated: August 2023)

THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF SAGE BANK FEEDS ONLY AND DOES NOT AFFECT ANY OTHER AGREEMENT WITH SAGE RELATING TO USE OF OTHER SAGE SERVICES. WHERE SAGE INTEGRATES DIRECTLY WITH YOUR BANK TO PROVIDE YOU WITH THE SAGE BANK FEEDS SERVICE, SECTION A APPLIES TO YOU. WHERE SAGE USES A THIRD-PARTY AGGREGATOR TO PROVIDE YOU WITH THE BANK FEEDS SERVICE, SECTION B APPLIES TO YOU. IF YOU DON'T ACCEPT THE PROVISIONS AS SET OUT IN THIS AGREEMENT, SECTION A OR SECTION B (AS APPLICABLE) THEN YOU SHOULD NOT ACCESS OR USE SAGE BANK FEEDS.

YOU ACCEPT THIS AGREEMENT AND ITS TERMS EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT INCORPORATES THESE TERMS OR BY PROCEEDING TO USE SAGE BANK FEEDS. IN ADDITION TO THIS AGREEMENT, THE RELEVANT TERMS FOR THE SAGE SERVICES (“**PRODUCT TERMS OF USE**”) WILL ALSO APPLY TO YOU, WHICH CAN BE FOUND ON OUR WEBSITE. IN THE EVENT OF A CONFLICT BETWEEN THE PRODUCT TERMS OF USE AND THIS AGREEMENT, THIS AGREEMENT WILL TAKE PRECEDENCE IN RELATION TO YOUR USE OF SAGE BANK FEEDS.

BY ACCEPTING THIS AGREEMENT YOU REPRESENT THAT YOU HAVE THE CAPACITY TO BE BOUND BY IT AND IF YOU ARE ACTING ON BEHALF OF A BUSINESS ENTITY THAT YOU HAVE AUTHORITY TO BIND SUCH BUSINESS ENTITY AND ITS AFFILIATES (AS THE CASE MAY BE).

IF YOU DO NOT AGREE WITH OR OTHERWISE ACCEPT THIS AGREEMENT, YOU MAY NOT USE SAGE BANK FEEDS.

1. Definitions

“**Account**” an account with your Bank which you use for business purposes;

“**Account Information Service**” “**(AIS)**” online service providing consolidated information on payment accounts held by a payment service user with payment service providers.

“**Affiliate**” any entity that directly or indirectly Controls, is Controlled by, or is under common Control with the subject entity. An entity is an Affiliate only so long as such Control continues.;

“**Aggregator**” has the meaning set out in clause 1.1 of Section B;

“**Agreement**” these terms and conditions, the sections, exhibits, appendices, annexes, schedules and attachments (if any), the Data Protection Addendum, and any other documentation or terms and conditions referred to within any of them;

“**API**” an application programming interface for the Sage Bank Feeds service, as updated from time to time;

“**Bank**” the bank or other financial institution with whom you hold an Account;

“**Bank Account Data**” all transaction and other account data relating to each Account designated by you, and that you have authorised us to retrieve on your behalf;

“**Card Data**” data relating to a debit or credit card or debit or credit cardholder including the primary account number, the cardholder name, the expiry date, and any other data which is governed by the Payment Card Industry Data Security Standard (PCI-DSS);

“**Content**” information developed by us or obtained by us from our content licensors or publicly available sources and provided to you in connection with Sage Bank Feeds as more fully described in the Documentation;

“**Control**” the ownership or control (whether directly or indirectly) of at least 50% of the voting rights in the entity, or otherwise the power to direct the management and policies of the entity. The terms “Controlled” and “Controls” shall be construed accordingly;

“**Customer Data**” any data, material and/or information inputted or submitted by you or on your behalf into Sage Bank Feeds or collected, shared and processed by or for you using Sage Bank Feeds, including Bank Account Data but excluding Content;

“**Data Protection Addendum**” our Data Protection Addendum posted on <http://www.sage.com/dataprotectionaddendum> (or any alternative data protection addendum as notified to you) as amended from time to time. Terms defined in the Data Protection Addendum shall have the same meanings when used in these terms and conditions unless otherwise specified;

“**Data Protection Laws**” has the meaning set forth in the Data Protection Addendum;

“**Documentation**” the online or written user guides, specifications, and manuals regarding Sage Bank Feeds made available by us from time to time, including any updates;

“**Force Majeure Event**” an act of God (e.g. a natural disaster or accident) or another event outside of a party’s reasonable control (e.g. acts of war, epidemic or pandemic, terrorism, government authority or by another third-party outside the party’s control). For the purposes of these terms and conditions, a cyber-attack or breach of cyber security is beyond our reasonable control, subject to us being able to demonstrate that we acted in accordance with what would be reasonably considered to be good practice by a business accountancy and payroll software provider of an equivalent size and standing in taking steps to prevent such an attack or breach of security;

“**Intellectual Property Rights**” rights recognised by any jurisdiction with respect to intellectual work product, such as patent rights (including priority rights), design rights, copyrights (including moral rights), trade secret rights, trade marks, service marks, domain name rights, database rights, patents, trade secrets, know-how, rights in confidential information and all other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“**Personal Data**” means any information relating to an identified or identifiable natural person;

“**Privacy Notice**” the Sage privacy notice, posted on <https://brand.sage.com/d/tydz87xTxDDd/privacy-links> as amended from time to time;

“**Sage Bank Feeds**” means the service offered by Sage which allows Sage customers to automatically transfer Bank Account

Data into Sage Services;

"**Sage Services**" the products, solutions and services provided by Sage or its Affiliates and used by you or your Affiliates;

"**Third-Party Provider**" the provider of a Third-Party Service;

"**Third-Party Service**" any product(s) (e.g. software, cloud services, content, websites, apps, bots or forms), tool(s) (e.g. integration, links or development tools) or service(s) (e.g. implementation, configuration, development or accounting) provided by a Third Party Provider other than Sage or an Aggregator;

"**User**" an individual who you authorise to use a Sage Service and for who you have issued a user identification and password. Users may include your own employees, consultants, contractors and agents, professional advisors including accountants ("**Advisors**") and third parties with which you transact business;

"**we**" "**us**" "**our**" "**Sage**" means (i) where Sage integrates with an Aggregator or Third-Party Provider to provide the Sage Bank Feeds service the Sage entity named in your Sage Services agreement; or (ii) where Sage integrates directly with your Bank to provide the Sage Bank Feeds service, the entity set out in Section A; and

"**you**" or "**your**" means (i) in the case of a customer of Sage Bank Feeds, the person or business entity accepting these Terms and, where Sage Services are procured on behalf of an Affiliate "you" and "your" shall include such Affiliate as the context requires; and (ii) in the case of Advisors such as accountants acting for and on behalf of its client who is a customer of Sage Bank Feeds ("**Customer**"), the advisor or accountant. Where 'you' or 'your' means Advisors, references to "Account" and "Bank" shall refer to Customers' Account and Bank accordingly.

1.1 In the event of any conflict between these terms and conditions, or the Exhibits, then the Exhibits shall prevail in respect of the applicable third party service and these terms and conditions shall prevail over any other conflict. Other capitalised terms have the respective meanings given to them elsewhere in this Agreement.

1.2 In this Agreement: (a) the headings are for convenience only and shall not affect its construction or interpretation; (b) "including" and "includes" and similar expressions shall, if the context requires, be interpreted as illustrative, not exhaustive; (c) words of a technical nature shall be construed in accordance with the relevant general usage in the software industry; (d) references to a person include an individual, a body corporate and an unincorporated association of persons; (e) use of the singular shall be treated as including the plural and vice versa; (f) unless otherwise specified, a reference to "writing" or "written" includes email but not faxes; (g) a reference to a statute, statutory provision or subordinate legislation is a reference to it as in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts; and (h) references to any party shall include that party's personal representatives, successors and permitted assigns.

2. Your use of Sage Bank Feeds

The service and activation

2.1 You understand, acknowledge and agree:

2.1.1 that Sage Bank Feeds is a business finance information management service providing you with more comprehensive information in your Sage Service based on data provided by your Bank, however it is not intended to provide legal, financial or tax advice and you rely on the information provided by Sage Bank Feeds at your own risk;

2.1.2 that Sage Bank Feeds is designed for businesses and you agree not to provide us with nor authorise your Bank to provide us with details of or data relating to personal or non-business Bank Accounts;

2.1.3 that Sage Bank Feeds is not designed to receive Card Data and you agree not to provide us with nor authorise your Bank to provide us with any Card Data; and

2.1.4 to provide true, accurate, current, and complete information about yourself and your Bank Accounts and you agree to not misrepresent your identity or your Bank Account information.

2.2 By transferring your Bank Account Data into your Sage Service, you understand and agree that:

2.2.1 Users who are authorised to use your Sage Service will be able to access your Bank Account Data according to the User access permissions set for your Sage Service. We recommend you carefully consider your Sage Service access rights to ensure the confidentiality of your Bank Account Data; and

2.2.2 Bank Account Data will remain in your Sage Service until it is deleted by you or it is otherwise deleted in accordance with the relevant Product Terms of Use for that Sage Service.

Your consent

2.3 In order to use Sage Bank Feeds, you agree to provide consent to your Bank and/or the Aggregator in accordance with their specified consent processes to enable the activation of your Bank Account Data feeds.

2.4 You represent that you are either: (i) the legal owner ; or (ii) you have the authority or consent of the of the legal owner, and that you are authorised to provide us with, all registration and Account information necessary to facilitate your use of Sage Bank Feeds without any restrictions or limitations.

2.5 To the extent that you are an Advisor, you acknowledge that you have the prior written consent or authority of Customer to access, operate and authorise actions made to Customer's Account, Bank, Bank Account Data, Card Data and Customer Data under this Agreement.

2.6 You may withdraw your consent for the provision of your Bank Account Data to Sage for one or more Bank Accounts at any time by contacting your Bank directly. Following our receipt of confirmation from your Bank that your consent has been withdrawn in respect of a Bank Account, we will stop the data feed which transfers the relevant Bank Account Data into your Sage Service as soon as reasonably practicable. Please note there may be a delay between the date you withdraw your consent and cessation of your Bank Account Data feed depending on when we receive notification of the withdrawal of your

consent from your Bank. You agree that Sage is not obliged to stop the relevant Bank Account Data feed until we have received confirmation of the withdrawal of your consent from your Bank.

3. Our relationship

Sage is responsible for the provision of the Sage Bank Feeds service and for the handling of your Bank Account Data within our possession or control from the point we successfully receive your Bank Account Data from your Bank and/or the Aggregator. Your Bank and/or the Aggregator is responsible for the handling of your Bank Account Data until the point it is successfully received by Sage. Your Bank, and your Aggregator (where relevant) is responsible for the provision of your Bank Account Data according to the consent you provide to your Bank and/or Aggregator and the terms and conditions agreed between you and your Bank and/or Aggregator. Your relationship with your Bank and/or Aggregator is separate and is a matter for you and your Bank. Sage and its Affiliates are not responsible for any acts or omissions of your Bank and/or Aggregator.

4. Our responsibilities

4.1 We will:

- 4.1.1 make Sage Bank Feeds available to you pursuant to these terms and conditions; and
- 4.1.2 provide our standard support for Sage Bank Feeds; and
- 4.1.3 use commercially reasonable efforts to make Sage Bank Feeds available in accordance with any advertised service availability levels, except for: (i) planned downtime, and (ii) any unavailability caused by a Force Majeure Event.

4.2 We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by our personnel except (a) to provide Sage Bank Feeds and prevent or address service or technical problems, (b) as compelled by law, or (c) as you expressly permit in writing (or, if you are an Advisor, as Customer expressly permits in writing).

5. Third party providers

5.1 You may choose to integrate with Third-Party Services that are offered by Third-Party Providers. Sage does not endorse or make any representation, warranty or promise regarding, and does not assume any responsibility for, any such Third-Party Service or Third-Party Provider and shall have no liability whatsoever for any damage, liabilities or losses caused by any Third-Party Service or Third-Party Provider. Your use of the Third-Party Services is subject to the terms and conditions imposed by the Third-Party Providers in addition to these terms and conditions (to the extent applicable).

5.2 You acknowledge and agree that you shall give instructions to the Third-Party Provider, to access, receive, reconfigure and store your Bank Account Data relating to those Bank Accounts designated by you, on

your behalf, and to export this to Sage and/or Sage Affiliates. The Third Party Provider is providing the regulated AIS service and any terms relating to that service are to be agreed directly between you.

5.3 You agree that once the Third-Party Provider has carried out the AIS activities detailed in clause 5.2, your Bank Account Data will be received by Sage or the Sage Affiliate providing the Sage Services, for the purposes of displaying, interpreting and/or analysing that data. The activity carried out by the entity providing the Sage Services is not regulated AIS activity.

5.4 If you obtain a Third-Party Service that requires access to or the transfer of data (whether Bank Account Data, Customer Data or otherwise), you acknowledge that any such access or transfer is between you and the Third-Party Provider pursuant to the Third-Party Provider's own terms and conditions, privacy notices and policies, and that any data Sage or its Affiliates receive from such Third-Party Provider is lawfully provided and received. Sage takes no responsibility and incurs no liability in respect of the accuracy or completeness of data received from the Third-Party Provider.

6. Data

6.1 **For the purposes of this clause 6 and Sections A and B where they refer to the processing of Personal Data in connection with this Agreement, references to "we", "us", "our" and "Sage" shall mean Sage and/or our Affiliates.**

6.2 Both parties agree to comply with Data Protection Laws at all times when processing Personal Data in connection with this Agreement.

6.3 Without prejudice to clause 6.2, Sections A and B of this Agreement contain the terms governing Sage's processing of Personal Data in connection with this Agreement, depending upon whether Sage is integrating directly with your bank in order to provide you with Sage Bank Feeds, or whether Sage is using an Aggregator to provide you with Sage Bank Feeds.

6.4 You agree that we may record, retain and use Customer Data (including Personal Data), in order to: (i) carry out research and development to improve our, and our Affiliates' services, products and applications; (ii) develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services, predictive analytics and artificial intelligence/machine learning) to you and other Sage customers; and (iii) provide you with location based services (for example location relevant content) where we collect geo-location data to provide a relevant experience.

6.5 You agree that Sage may, when necessary to maintain, upgrade, troubleshoot, and/or protect the integrity of Sage Bank Feeds, to ensure compliance with all applicable laws, statutes, codes and regulations, or to provide technical support and maintenance in connection with Sage Bank Feeds, access and/or download Customer Data on a limited basis and for the sole purpose of completing maintenance, upgrades, troubleshooting, and/or protecting the integrity of Sage

Bank Feeds, ensuring compliance with all applicable laws, statutes, codes and regulations, or providing technical support and maintenance in connection with Sage Bank Feeds.

- 6.6 Subject to the terms of this clause 6, with respect to any Personal Data, where we use third-party subcontractors to provide certain features or functionality within Sage Bank Feeds, you grant to those third-parties a non-exclusive, worldwide, royalty-free licence to use your Customer Data to provide those features or functionality within Sage Bank Feeds and further, for their own purposes, including for disclosure, distribution, licensing or sale on an anonymised, aggregated basis.

7. Usage rights

- 7.1 You shall not: (i) licence, rent, sell, resell, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or make Sage Bank Feeds or Documentation available to any third-party other than your Users or Affiliates, or include the as part of a facility management, timesharing or service bureau arrangement except as expressly authorised in this Agreement; or otherwise violate or circumvent any use limitations or restrictions set forth in these Terms (ii) attempt to decompile, reverse compile, disassemble, reverse engineer, copy, modify or make derivative works based upon Sage Bank Feeds; (iii) remove any proprietary notices or labels from Sage Bank Feeds or the Documentation; (iv) create internet links to or from, or frame or mirror any part of, Sage Bank Feeds; (v) use Sage Bank Feeds, including through a Third-Party Service, for any purpose other than those for which it was designed and specifically shall not use it: (a) to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws or regulations; (b) to provide us with fraudulent information; (c) to send or store material which violates the rights of a third-party; (e) to send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (f) to interfere with or disrupt the integrity, security, availability or performance of Sage Bank Feeds or other data contained therein or threaten to do the same; (g) to make or attempt to make a local non-cache copy of any part of Sage Bank Feeds; (h) if you provide, or intend to provide, any service or functionality which competes with Sage Bank Feeds, or for any other benchmarking or competitive purposes; or (i) for any other illegal or unlawful purposes. In the event that you breach the provisions of this Agreement, or your use of Sage Bank Feeds interferes with or disrupts the integrity, security, availability or performance of Sage Bank Feeds, we reserve the right, without liability or prejudice to our other rights, to immediately modify or temporarily restrict or suspend your access to any aspect of Sage Bank Feeds, or the entire Sage Bank Feeds service without notice to you.

You shall not facilitate or aid a third-party in any of the activities described in this clause 7.1.

- 7.2 You shall use Sage Bank Feeds only in accordance with this Agreement and the Documentation, and shall provide all co-operation and information as Sage may reasonably require in connection with this Agreement. You shall carry out all of your obligations under this Agreement in a timely and efficient manner, and shall

notify Sage immediately of any known or reasonably suspected breach of the terms of this Agreement. You are responsible for: (i) the accuracy, quality, reliability, integrity and legality of Customer Data and the means by which you acquire Customer Data and input it into Sage Bank Feeds; (ii) the activity of your Users in Sage Bank Feeds, and ensuring that you have all consents and permissions required from such Users to perform your obligations under this Agreement; (iii) your Users' compliance with this Agreement and the Documentation; and (iv) any access rights granted to your Advisor.

8. Proprietary Rights

- 8.1 Subject to the limited rights expressly granted hereunder, Sage alone (and its licensors, where applicable) reserves all rights, title and interest in and to Sage Bank Feeds (including any configurations, customisations, modifications, enhancements, updates and revisions thereof), and Documentation, including all related Intellectual Property Rights therein. All rights not expressly set out in this Agreement are reserved by Sage. The Sage name, logo and the product names associated with Sage Bank Feeds and the Documentation are trademarks of Sage or third parties, and no right or licence is granted to use them.

- 8.2 All title and Intellectual Property Rights in and to the Customer Data is owned by you, and you grant Sage, its Affiliates, employees, personnel, representatives, agents and subcontractors a worldwide, royalty-free, irrevocable, perpetual, non-exclusive licence to host, process, copy, transmit, sublicense, display and use the Customer Data to (i) carry out research and development to improve our, and our Affiliates', services, products and applications; (ii) develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting, artificial intelligence/machine learning and other commercially reasonable purposes) to you and other Sage customers; (iii) provide, administer and ensure the proper operation of Sage Bank Feeds and related systems; and (iv) perform our rights and obligations under this Agreement.

- 8.3 You may, but are not required to, provide Sage, its Affiliates, employees, personnel, representatives, agents or subcontractors with ideas, suggestions, requests, recommendations, correction or other feedback about Sage Bank Feeds ("**Feedback**"). If you do so, you grant Sage and its Affiliates, employees, personnel, representatives and agents a non-exclusive, royalty free, worldwide, perpetual, irrevocable licence to use, exploit, reproduce, incorporate, distribute, disclose, and sublicense any Feedback for any purpose.

9. Confidentiality

- 9.1 Subject to clause 9.2, "**Confidential Information**" means all information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms of this Agreement, Sage Bank Feeds, the Documentation, business and marketing plans, pricing and payment

information, technology and technical information, product designs, and business processes.

9.2 Confidential Information excludes: (i) information that was known to the Receiving Party without a confidentiality restriction prior to its disclosure by the Disclosing Party; (ii) information that was or becomes publicly known through no wrongful act of the Receiving Party; (iii) information that was rightfully received from a third-party authorised to make such disclosure without restriction; (iv) information that has been independently developed by the Receiving Party without use of, or reference to, the Disclosing Party's Confidential Information; and (v) information that was authorised for release (in writing) by the Disclosing Party.

9.3 The Receiving Party will use the same degree of care as it uses for its own confidential information of like nature, but no less than reasonable care, to protect the Disclosing Party's Confidential Information from any use or disclosure not permitted by this Agreement or authorised by the Disclosing Party. The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, Affiliates and service providers who need access to such Confidential Information in order to effect the intent of this Agreement, provided that they are bound by confidentiality obligations no less restrictive than those in the Agreement. The Receiving Party shall be responsible for any breach of this clause by its employees, Affiliates and service providers.

9.4 The Receiving Party may disclose Confidential Information to the extent required by court or administrative order or law, provided that the Receiving Party provides advance notice thereof (to the extent practicable) and reasonable assistance, at the Disclosing Party's cost, to enable the Disclosing Party to seek a protective order or otherwise prevent or limit such disclosure.

9.5 A breach of this clause 9 may cause irreparable damage, which money cannot satisfactorily remedy, and therefore, in addition to any other available remedies, the Disclosing Party may seek injunctive relief for any threatened or actual breach of this clause 9 without the need to prove damages or post a bond or other surety.

10. Representations, warranties, exclusive remedies and disclaimers

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SAGE BANK FEEDS IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, SUBJECT TO ANY RESTRICTIONS IN THIS AGREEMENT OR THE DOCUMENTATION. WE, ON BEHALF OF OURSELVES, OUR AFFILIATES AND OUR LICENSORS, DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS 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. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. WE, OUR AFFILIATES AND OUR LICENSORS DO NOT WARRANT, REPRESENT,

GUARANTEE OR UNDERTAKE THAT YOUR USE OF SAGE BANK FEEDS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICES ARE FREE FROM VIRUSES, BUGS, ERRORS OR MISTAKES, OR THAT THE SERVICES, DOCUMENTATION AND/OR THE INFORMATION OBTAINED BY YOU THROUGH SAGE BANK FEEDS WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS, OR THAT THE SERVICES WILL PRODUCE ERROR-FREE MACHINE-GENERATED ANALYSIS, BENCHMARKS OR INSIGHTS.

11. Indemnification

11.1 We shall defend you against any claim, demand, suit or proceeding made or brought against you by a third party alleging that the use of Sage Bank Feeds in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights, and will indemnify you from any damages, legal fees and costs finally awarded against you as a result of, or for amounts paid by you under a court-approved settlement of such claim, provided you (a) promptly give us written notice of such claim; and (b) give us sole control of the defence and settlement of such claim (except that we may not settle such claim unless it unconditionally releases you of all liability); and (c) give us all reasonable assistance at our expense. If we receive information about an infringement claim related to Sage Bank Feeds, we may in our discretion and at no cost to you (i) modify Sage Bank Feeds so that it no longer infringes; or (ii) obtain a licence for your continued use of Sage Bank Feeds in accordance with this Agreement; or (iii) terminate your subscriptions for Sage Bank Feeds upon thirty (30) days' written notice. The above defence and indemnification obligations do not apply to the extent such claim arises from Content, your breach of this Agreement or your continued use of the infringing element of Sage Bank Feeds after we have notified you not to use it.

11.2 You will defend us against any claim, demand, suit or proceeding made or brought against us by a third party alleging that Customer Data, or your use of Sage Bank Feeds or Content in breach of this Agreement, infringes such third party's intellectual property rights or violates applicable law, and will indemnify us from any damages, attorney fees and costs finally awarded against us as a result of, or for any amounts paid by us under a court-approved settlement of such claim, provided we (a) promptly give you written notice of such claim; (b) give you sole control of the defence and settlement of such claim (except that you may not settle such claim unless it unconditionally releases us of all liability), and (c) give you all reasonable assistance, at your expense. If you are an Advisor you will also defend us against any claim, demand, suit or proceeding brought against us as a result of your breach of clauses 2.1, 2.5 or our withdrawal of your access to Sage Bank Feeds pursuant to clause 13.3.

11.3 This clause 11 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this clause 11.

12. LIMITATION AND EXCLUSION OF LIABILITY

12.1 SAGE'S TOTAL AGGREGATE LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH SAGE BANK FEEDS

AND/OR THIS AGREEMENT WILL IN NO EVENT EXCEED THE SUM OF £500 (FIVE HUNDRED POUNDS STERLING) OR EQUIVALENT LOCAL CURRENCY IN THE REGION WHERE SAGE BANK FEEDS IS DELIVERED. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT, STRICT LIABILITY OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

12.2 IN NO EVENT WILL SAGE HAVE ANY LIABILITY TO YOU FOR ANY DAMAGE CAUSED BY ANY THIRD PARTY (INCLUDING A BANK), THIRD-PARTY HOSTING PROVIDERS, LOST PROFITS, REVENUES OR (SUBJECT TO CLAUSE 12.3) LOSS OF OR DAMAGE TO DATA, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12.3 IN THE EVENT OF A LOSS OF OR DAMAGE TO YOUR CUSTOMER DATA CAUSED BY US WE AGREE TO TAKE REASONABLE STEPS TO RESTORE THE LOST OR DAMAGED DATA AS SOON AS REASONABLY PRACTICABLE HAVING REGARD TO THE NATURE OF THE LOSS OR DAMAGE AND ALL THE CIRCUMSTANCES.

12.4 YOU AND WE EACH AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS CLAUSE 12 ARE FAIR AND REASONABLE HAVING REGARD IN PARTICULAR TO THE NATURE OF SAGE BANK FEEDS, THE FACT THAT WE HAVE NOT DEVELOPED SAGE BANK FEEDS SPECIFICALLY FOR YOU, THE ALTERNATIVE AVAILABLE COMPETITOR OPTIONS IN THE MARKET, THE FACT THAT IT IS NOT ECONOMICALLY POSSIBLE FOR US TO CARRY OUT ALL THE TESTS NECESSARY TO MAKE SURE THERE ARE NO PROBLEMS WITH SAGE BANK FEEDS AND THAT SAGE BANK FEEDS IS A FREE OF CHARGE SERVICE.

12.5 NOTHING IN THIS CLAUSE 12 SHALL BE DEEMED TO EXCLUDE OR LIMIT LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

13. Term and Termination

13.1 This Agreement will commence on the date you first accept it and shall continue until your use of Sage Bank Feeds has expired or otherwise terminates.

13.2 As Sage Bank Feeds is a service which is dependent on you having an active licence for a Sage Service, this Agreement will automatically terminate if your Product Terms of Use with Sage for use of Sage Services which integrate with Sage Bank Feeds expires or is otherwise terminated.

13.3 This Agreement will automatically terminate if: (a) in the case of a Customer or Advisor (acting on behalf of the Customer), we receive notification from your Bank and/or Aggregator that you have withdrawn your consent to the provision of your Bank Account Data for all Accounts which were previously included in Sage Bank Feeds; or (b) in the case of an Advisor only, we receive notification from the Customer that it has withdrawn its consent for you to act for and on behalf of it under these terms and conditions, in which case your right to Sage Bank Feeds and any related Sage Services under these terms and conditions shall cease immediately.

13.4 Notwithstanding the foregoing, you or we may terminate this Agreement:

13.4.1 Upon thirty (30) days written notice to the other party of a material breach if such breach remains unremedied at the expiration of such period; or

13.4.2 where permitted by applicable law, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Where termination is not permissible under applicable law for this reason we will require such assurances as we may reasonably request concerning payment to continue your access to Sage Bank Feeds.

13.5 We reserve the right to suspend, withdraw or terminate Sage Bank Feeds (in whole or in part) at any time on notice to you and this Agreement shall terminate automatically in the event of Sage's withdrawal or termination of Sage Bank Feeds.

13.6 Customer Data may be exported at any time during the term of this Agreement. Subject to clause 6 (and Sections A and B where they refer to the processing of Personal Data in connection with this Agreement) with respect to Personal Data (as defined in the Data Protection Addendum):

13.6.1 following termination of this Agreement, we will not delete Customer Data from our production environment for a period of thirteen (13) months or such other product-specific retention periods as we may notify to you from time to time including in Documentation (the "Retention Period"), and may assist you with exporting Customer Data during the Retention Period at our standard hourly consulting rate;

13.6.2 after the Retention Period has expired, we will have the right to delete or destroy all Customer Data in our systems or otherwise in our possession or control in accordance with our internal data retention policies, unless legally prohibited, and will have no further obligation to make it available to you.

We recommend that you download a copy of the Customer Data before the Retention Period expires. Should you desire longer storage of Customer Data, paid archival services may be available. Please see the Data Protection Addendum and the Privacy Notice for further details on data retention.

13.7 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

13.8 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

14. Compliance with Laws

- 14.1 You shall comply with all applicable laws, statutes, codes and regulations in relation to your use of Sage Bank Feeds, including Data Protection Laws and all applicable laws in relation to anti-bribery, anti-corruption, tax evasion and all sanctions laws, regulations and regimes imposed by relevant authorities including but not limited to the Office of Foreign Assets Control (OFAC), the UN, the UK and EU (“**Relevant Requirements**”). You shall, and shall procure that persons associated with you shall: (i) comply with all Relevant Requirements; (ii) not engage in any conduct which would constitute an offence under, or otherwise breach, any of the Relevant Requirements; (iii) not do, or omit to do, any act that may lead Sage to be in breach of any Relevant Requirements; and (iv) have and maintain in place during the term of this Agreement your own policies and procedures to ensure and demonstrate compliance with the Relevant Requirements and will enforce them where appropriate.
- 14.2 Sage Bank Feeds may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it and its Affiliates are not named on any U.S. government “denied persons list” (or equivalent targeted sanctions list) and that it and its Affiliates are not owned or controlled by a politically exposed person. You shall be obliged to notify Sage if, during the term of this Agreement, you or any of your Affiliates become named on any U.S. government “denied persons list” (or equivalent targeted sanctions list) or become owned or controlled by a politically exposed person. You shall not permit Users to access or use Sage Bank Feeds in a U.S. embargoed country or in violation of any U.S., UK or EU export laws or regulations, or in any Prohibited Territories. For the purposes of this clause 14, “**Prohibited Territories**” means: (i) any country or territory that is subject to comprehensive state- or government-wide sanctions by the United Kingdom, the European Union, or the U.S; and (ii) any other country or territory that becomes subject to such sanctions by the United Kingdom, the European Union, or the U.S after the date of this Agreement.. Each party will promptly report to the other party if it has violated, or if a third party has a reasonable basis for alleging that it has violated, this clause 14. You shall have, and shall maintain throughout this Agreement, appropriate procedures and controls to ensure and be able to demonstrate your compliance with this clause 14. In the event that this clause 14 is breached by you, Sage shall have a right to immediately suspend your use of Sage Bank Feeds to the extent that we consider necessary without prior notice and/or terminate this Agreement immediately on written notice to you. You shall indemnify (and keep indemnified) Sage and our officers, directors, employees, attorneys and agents against any claims, costs, damages, losses, liabilities and expenses (including attorneys fees and costs) arising out of or in connection with your (or your Users) breach of this clause 14.
- 15. General provisions**
- 15.1 Assignment and other dealings. You may not assign, transfer, novate, charge, subcontract or deal in any other manner with any of your rights or obligations under this Agreement, whether in whole or in part, directly or indirectly, by operation of law, merger, acquisition or otherwise without Sage’s prior written consent (not to be unreasonably withheld). Sage may assign, transfer, novate, charge, subcontract or deal in any other manner with this Agreement, whether in whole or in part, without your consent.
- 15.2 Third-party rights. Except as expressly set out in this Agreement, a person who is not party to this Agreement will have no rights to enforce any terms of this Agreement.
- 15.3 Entire agreement. This Agreement constitutes the entire agreement between the parties regarding the use of the Sage Bank Feeds and supersedes all prior or contemporaneous agreements, negotiations and discussions (whether written or oral) between the parties regarding the subject matter herein. The parties acknowledge that in entering into this Agreement they have not relied on and will have no rights or remedies with respect to any statement, representation, assurance or warranty other than as expressly set out in this Agreement. Nothing shall limit or exclude either party’s liability for fraud.
- 15.4 Severability. If any provision or part-provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable then such provision(s) shall be deleted, or shall be construed, as far as possible, to reflect the original intentions of the invalid, illegal or unenforceable provision(s) with all other provisions in this Agreement remaining in full force and effect.
- 15.5 No partnership or agency. Each party is an independent contractor and neither party has any authority to act on behalf of the other. Neither party will represent itself as agent, servant, franchisee, joint venture or legal partner of the other. We are entering into this Agreement as principal and not as agent for any other Sage company. Subject to any permitted assignment under clause 15.1, the obligations owed by us under this Agreement shall be owed to you solely by us and the obligations owed by you under this Agreement shall be owed solely to us. You acknowledge and agree that Sage’s accredited partners and your Advisor are independent of Sage, and these businesses have no authority (either explicit or implied) to enter into contract or grant any licence or provide any representation, warranty, condition or guarantee with or to you on our behalf, or otherwise commit us to any obligations.
- 15.6 Waiver. No failure or delay by either party to exercise or enforce any of its rights under this Agreement will act as a waiver or continuing waiver of such rights. Such rights may only be waived in writing, signed by the relevant party waiving their rights.
- 15.7 Force Majeure. Notwithstanding any provision contained in the Agreement, neither party will be liable to the other to the extent fulfilment or performance of any terms or provisions of the Agreement are delayed or prevented by a Force Majeure Event.
- 15.8 Variations. From time to time, Sage may amend the terms of this Agreement in its sole discretion. It is up to you to ensure that you regularly check, read, understand and agree to the most recent version of this Agreement. By continuing to access or use Sage Bank Feeds, you are indicating that you agree to be bound by the modified terms.

- 15.9 Publicity. Neither party shall make any public statement about this Agreement or the relationship of the parties governed by this Agreement that identifies the other party without the other party's prior written consent, except that while you are a customer, Sage may use your name and logo in its customer list in a manner that does not suggest endorsement. If at any time you do not want Sage to use your name or logo(s) in the ways described above, please let us know by sending an email to iplegal@sage.com or by contacting your usual Sage representative. Sage will remove any reference to your name and logo(s) as soon as reasonably possibly, however, you acknowledge that it may take a short while to process your request and that some former publications of your name and logo(s) may still be publicly available. For more information about how Sage uses information about you please refer to our Privacy Notice.
- 15.10 Notices. Except as otherwise specified in this Agreement, any formal notice required to be given under this Agreement will be in writing and will be sent by pre-paid mail or recorded delivery or by email to the party required to receive the notice at the address given for that party. Any notice will be deemed to have been duly received if sent by: (i) pre-paid mail, forty-eight (48) hours after posting; (ii) recorded delivery on the next business day; or (iii) email at 09:00. a.m. on the next business day after the email is sent, or earlier if the intended recipient has confirmed receipt (either specifically or by conduct).
- 15.11 Governing laws. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales.
- 15.12 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales to settle any claim or matter (including non-contractual disputes or claims) arising out of or in connection with this Agreement or the legal relationships established by them.

Section A

16. Direct Bank Feed Relationship

as a Controller (as defined in those Data Protection Laws) and shall process the relevant Personal Data in line with this Agreement and Sage's Privacy Notice.

16.1 The Sage Bank Feeds services detailed in this Section A are provided by:

Your Domicile	Entity
United Kingdom	Sage (UK) Limited a company incorporated in England (company registration number 01045967) whose registered office is at C23 - 5 & 6 Cobalt Park Way Cobalt Park, Newcastle Upon Tyne, United Kingdom, NE28 9EJ. Registered with the Financial Conduct Authority under the Payment Service Regulations 2017 for the provision of Account Information Services
All other regions	The Sage entity named in your Sage Services agreement.

16.2 Sage may have a direct agreement with your Bank. You agree to complete the relevant on-boarding process as determined by your Bank to enable you to activate Sage Bank Feeds. This may include providing further information to your Bank, including completing appropriate consent forms to enable your Bank to activate your Bank Account Data feed.

16.3 By using Sage Bank Feeds, you authorise and instruct Sage to access, receive, reconfigure and store your Bank Account Data, on your behalf, and to export that data into your Sage Service. Sage is providing this regulated service as a Registered Account Information Service Provider.

16.4 You agree that once Sage has carried out the regulated Account Information Service activities detailed in clause 16.3 of Section A, your Bank Account Data will be received by Sage or the Sage Affiliate providing the Sage Services, for the purposes of displaying, interpreting and/or analysing that data. The activity carried out by the entity providing the Sage Services is not regulated AIS activity.

16.5 You agree that Sage is authorised to liaise with your Bank on your behalf in respect of your Bank Account Data for the purpose of providing Sage Bank Feeds to you.

16.6 For the purposes of Sage Bank Feeds, you grant Sage a limited power of attorney, and appoint Sage as your attorney-in-fact and agent, to access your Bank Account Data, retrieve and use your Bank Account Data with the full power and authority to do and perform each thing necessary in connection with such activities as you could do in person. You acknowledge and agree that when Sage is accessing and retrieving your Bank Account Data from your Bank, Sage is acting as your agent, and not as the agent of or on behalf of the Bank.

16.7 You agree that where the GDPR, UK Data Protection Laws or similar Data Protection Laws apply to Sage's processing of Personal Data in connection with Sage Bank Feeds as described in this Section A, Sage shall act

Section B

17. Aggregator Bank Feed Relationship

- 17.1 Sage and/or its Affiliates have partnered with third parties who enable applications to connect with bank accounts (“**Aggregator**”) allowing Sage to access your Bank Account Data. You authorise Sage and/or a Sage Affiliate to instruct the Aggregator, on your behalf, to access, receive, reconfigure and store your Bank Account Data. You agree that the Aggregator is providing the regulated AIS service and any terms relating to that service are to be agreed directly between you.
- 17.2 You acknowledge and agree that once the Aggregator has carried out the AIS activities detailed in clause 1.1 of Section B, your Bank Account Data will be received by Sage and/or a Sage Affiliate. The Bank Account Data will be transferred into the Sage Services for the purposes of displaying, interpreting or analysing the Bank Account Data. The activity carried out by Sage and the entity providing the Sage Services is not regulated AIS activity.
- 17.3 To the extent applicable, the terms and conditions set out in Exhibit 1 apply to your use of aggregator services.
- 17.4 You agree that where the GDPR, UK Data Protection Laws or similar Data Protection Laws apply to Sage’s processing of Personal Data in connection with Sage Bank Feeds as described in this Section B, the Aggregator shall act as a Controller (as defined in those Data Protection Laws) and Sage shall act as your Processor (as defined in those Data Protection Laws). Sage shall process the relevant Personal Data in line with this Agreement and Sage’s Data Protection Addendum.

Exhibit 1

Plaid Service

In relation to those services provided to you under this Agreement by Plaid Technologies, Inc (“**Plaid Inc**”):

By using our Bank Feeds Service Provider, Plaid Inc, you authorise Plaid Inc to have the right, power and authority to act on your behalf to access and collect such information from the relevant financial institutions.

In relation to those services provided to you under this Agreement by Plaid Financial Ltd. (“**Plaid Financial**”):

Plaid Financial, a controller, accesses your account information from your online bank or payment accounts, and transmits that information to Sage, as part of our service. By using our service, you grant Sage and Plaid Financial the right, power, and authority to act on your behalf to access and transmit your account information from the relevant online bank or payment account pursuant to Plaid Financial’s terms and conditions.

Sage uses Plaid Financial and Plaid BV (together “**Plaid**”), each acting as a controller, to access your account information from your online bank or payments accounts, and transmit that information to Sage, as part of our service to you. By using our service, you grant Sage and Plaid the right, power and authority to act on your behalf to access and transmit your account information from the relevant online bank or payment account pursuant to Plaid’s terms and conditions.

You also agree that Plaid Inc, Plaid Technologies and Plaid BV are permitted to use, disclose and store Customer Data in accordance with their privacy policy at <https://plaid.com/legal/#privacy-policy>.

Yodlee Service

In relation to those services provided to you under this Agreement by Yodlee, Inc.:

Provide Accurate Information. You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

Proprietary Rights. You are permitted to use content delivered to you through the Bank Feeds Service only on the Bank Feeds Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the Bank Feeds Service technology, including but not limited to, any Java applets associated with the Bank Feeds Service.

Content You Provide. You are licencing to us and our Bank Feeds Service Provider Yodlee Inc. (“**Yodlee**”), any information, data, passwords, materials or other content (collectively, “Content”) you provide through or to the Bank Feeds Service. Sage and Yodlee may use, modify, display, distribute and create new material using such Content to provide the Bank Feeds Service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Sage and Yodlee may use the Content for the purposes set out above. As between Sage and Yodlee, Sage owns your confidential account information.

Third Party Accounts. By using the Bank Feeds Service, you authorize Sage and Yodlee to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant Sage and Yodlee a limited power of attorney, and you hereby appoint Sage and Yodlee 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 third party internet sites, servers or documents, retrieve information, and use your information, all as described above, 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. YOU ACKNOWLEDGE AND AGREE THAT WHEN SAGE OR YODLEE ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, SAGE AND YODLEE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that 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 the Bank Feeds Service is not endorsed or sponsored by any third party account providers accessible through the Bank Feeds Service.

DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(1) YOUR USE OF THE BANK FEEDS SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE BANK FEEDS SERVICE IS AT YOUR SOLE RISK. THE BANK FEEDS SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. SAGE AND YODLEE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE BANK FEEDS SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE BANK FEEDS SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

(2) SAGE AND YODLEE MAKE NO WARRANTY THAT (i) THE BANK FEEDS SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE BANK FEEDS SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE BANK FEEDS SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, BANK FEEDS SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE BANK FEEDS SERVICE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE BANK FEEDS SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITEN, OBTAINED BY YOU FROM SAGE OR YODLEE THROUGH OR FROM THE BANK FEEDS SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY. YOU AGREE THAT NEITHER SAGE OR YODLEE NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL 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 OR YODLEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE BANK FEEDS SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND BANK FEEDS SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR BANK FEEDS SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE BANK FEEDS SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE BANK FEEDS SERVICE; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE BANK FEEDS SERVICE.

Indemnification. You agree to protect and fully compensate Sage and Yodlee and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of the Bank Feeds Service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

You agree that Yodlee is a third party beneficiary of the above provisions, with all rights to enforce such provisions as if Yodlee were a party to this Agreement.

SISS Data Services

In relation to those services provided to you under this Agreement by SISS Data Feed No 1 Pty Ltd:

You agree to SISS Data Feed No 1 Pty Ltd ("**SISS**") collecting personal information about you and agree to SISS disclosing all information collected to Sage. Acknowledge that the purpose for which SISS is collecting the information is to provide the data necessary of your use in undertaking financial accounting and related purposes.

You agree to assume sole and entire responsibility for and indemnify and hold SISS harmless from any claims, liabilities, losses, expenses, responsibilities and damages by reason of any claim, proceedings, action, liability or injury as a result of breach of this agreement or SISS' agreements with your data suppliers (the third-party companies and institutions that supply data to SISS, such as banks). This clause survives termination of this Agreement; and agree that SISS' liability under this agreement is limited to:

- (a) the amount of any fees due and payable in connection with this Agreement, but such liability excludes any indirect, incidental, special, consequential or exemplary damages; and
- (b) in the case of any other breach of this Agreement by SISS, shall not exceed the amount of fees paid in connection with this agreement during the 12 months preceding the breach.