

# Sage for Accountants – Sage Points Terms & Conditions

(Last updated: October 2021)

These terms and conditions govern the agreement between us in respect of your access and use of the Sage for Accountants points service (“**Sage Points**”), which allows you to earn points, receive discounts and other services that we may notify you of from time to time via Sage for Accountants or via email.

The Sage for Accountants Terms and Conditions of Use (“**Service Terms of Use**”) can be found on our website: <https://www.sage.com/en-gb/legal/terms-andconditions/product-and-service-terms-and-conditions/>. If there is any conflict between these terms and conditions and the Service Terms of Use, these terms and conditions will take precedence in relation to the use of Sage Points only.

Capitalised terms used herein without definition shall have the meaning given in the Service Terms of Use unless otherwise specified.

## 1. Definitions and Interpretation

1.1. Definitions. In this agreement, the following words shall have the following meanings:

<b>Customer Personal Data</b>	personal data (as defined in the Data Protection Addendum) contained within Customer Data.
<b>Sage Points</b>	points that you can accrue as part of your use of Sage for Accountants.
<b>Sage Points Tier</b>	a tier that forms part of your Sage for Accountants subscription. The various tiers are set out on <a href="http://www.sage.com">www.sage.com</a> or any other place that we may notify you from time to time.

1.2. We may change these terms and conditions at any time, including the right to discontinue or change the benefits of Sage Points, the accrual of Sage Points and Sage Points Tiers. We will make reasonable efforts to communicate any changes to you via a notification on Sage for Accountants or by sending you an email but it is up to you to ensure that you regularly check, read, understand the most recent version of this agreement on our website as you will be deemed to accept all changes to these terms and conditions if you continue to use Sage Points. All Sage Points must be earned and used in accordance with the most recent Sage Points terms and conditions as of the date the Sage Points are accrued.

1.3. Interpretation. 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 computer 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; and (h) references to any party shall include that party’s personal representatives, successors and permitted assigns. All interpretations of these Sage Points terms are at our sole discretion and any our decisions will be final.

## 2. Who this agreement is between

2.1. This agreement is between: you, the person or organisation authorised to use Sage Points under and in accordance with these terms and conditions (“**you**”, “**your**”); and us, Sage Global Services Limited (company registration number 1045967, VAT number GB 555909605, registered office: C23 - 5 & 6 Cobalt Park Way Cobalt Park, Newcastle Upon Tyne, United Kingdom, NE28 9EJ, United Kingdom) if you subscribe in the United Kingdom (“**Sage**”, “**we**”, “**us**”, “**our**”).

2.2. By accessing and using Sage Points you and we agree to be bound by and comply with these terms and conditions.

## 3. How you accept this agreement, and when the agreement between us starts

3.1. By agreeing to the Service Terms of Use, you also accept these terms and conditions. The effective date of this agreement shall be the date that you accept the Service Terms of Use.

3.2. Our agreement will continue until terminated in accordance with clause 8.

3.3. If you don't accept this agreement, you should contact us immediately and you should not promote or facilitate the usage of the Service by your clients or otherwise access and use Sage Points.

## 4. Sage Points accrual and Sage Points Tiers

4.1. Once you subscribe to Sage for Accountants you will be eligible to earn Sage Points (as set out in Sage for Accountants). Sage Points can be accrued by purchasing Product subscriptions for your clients (“**Client Subscriptions**”) and



by any other method that we may notify you from time to time via Sage for Accountants.

4.2. Once you have accrued enough Sage Points to move up a Sage Points Tier (as set out in Sage for Accountants), you will receive a discount or further discount ("**Discount**") on the Client Subscriptions that you have purchased. The Discount will apply to all Client Subscriptions that you have purchased and will be updated after the most recent billing period.

4.3. Sage Points will typically appear in your Sage for Accountants account within 24 hours after accrual. Any additions, cancellations or amendments that you make to your clients' subscriptions during the billing period may not be immediately reflected in your Sage Points total and any relevant Discount and/or Sage Points Tier changes for the upcoming billing period. Where these amendments are not immediately applied to your current Sage Points total and Sage Points Tier, they will be applied for the subsequent billing period.

4.4. In the event that your Sage Points total reduces so that you fall below the current Sage Points Tier threshold, you will lose the benefits of that Sage Points Tier and after the next billing period you will receive the Sage Points Tier benefits of the lower Sage Points Tier, including any changes to the Discount applied to your Client Subscriptions.

4.5. Sage Points do not have any monetary value, are nontransferable and cannot be exchanged for any Sage Products & Services. Sage Points may not be combined with any promotion that we may offer from time to time. Sage Points do not constitute property. Sage may revoke some or all Sage Points and amend your Sage Points Tier if it is determined, in Sage's sole discretion, that you have received Sage Points due to an error, through fraud, abuse, or deception, or in any manner not authorised or intended by Sage.

4.6. If Sage Points is terminated or your Sage for Accountants account is closed, any remaining earned Sage Points will be forfeited.

## 5. Your obligations

5.1. You will perform your obligations promptly, diligently and in accordance with the standard to be reasonably expected of an experienced, trained and appropriately qualified accountant (or equivalent) operating in your market.

5.2. You shall comply with all notices, policies and instructions relating to your access and use of Sage Points which we provide to you, from time to time. We reserve the right to audit your use of Sage Points to verify your compliance with this agreement. If any such audit reveals any aspect of noncompliance, then you agree to promptly:

5.2.1. provide us with all information that we consider to be necessary in relation to any such non-compliance; and

5.2.2. correct any such non-compliance at your own cost.

## Third-Party Services

5.3. No Endorsement or Warranty. Sage may present to you, including on Sage websites, or you may separately procure 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 Services or Third-Party Provider and shall have no liability whatsoever for any damage, liabilities or losses caused by any Third-Party Services or Third-Party Provider, regardless of whether it is described as "**authorised**", "**certified**", "**recommended**" or the like and regardless of whether the Third-Party Services are included in a Sage order. We have no obligation to make available or provide support for Third-Party Services and do not guarantee the initial or continuing interoperability of Sage Points and/or Service with any Third-Party Services. Your use of the Third-Party Services is subject to the terms and conditions imposed by the Third-Party Providers in addition to any terms relating to the same under this Agreement. If you do not accept or agree to the terms and conditions imposed by the Third-Party Providers, then your access and use of Sage Points and/or Service may be affected. You are solely responsible for evaluating Third-Party Services and Third-Party Providers, and for reviewing all applicable terms and conditions and policies of any such Third-Party Providers. We may withdraw access to Third-Party Services at any time and without notifying you. If a Third-Party Provider ceases to make the Third-Party Services available for interoperation with Sage Points and/or Service features on reasonable terms, we may cease providing those Sage Points and/or Service features without entitling you to any refund, credit or other compensation.

5.4. In the event that you procure any Third-Party Services on your or your clients' behalf, or you use or facilitate the use of a Third-Party Services in relation to your clients' accounts, you shall remain fully responsible for the operation of such Third-Party Services. You warrant and represent that you are (and at all times shall be) duly and properly authorised to use or facilitate the use of such Third-Party Services (including on behalf of your clients), and shall indemnify us our Affiliates from any and all third party claims caused by or arising from or in connection with any breach of the warranty or representation in this clause 5.4.

5.5. Data sharing. If you obtain a Third-Party Service that requires access to or transfer of Customer Data, you agree to obtain any consents required, including from your clients, before sharing any Customer Data. You acknowledge that any such access or transfer is between you and the Third-Party Provider pursuant to the Third-Party Provider's own privacy



notices and policies, and that Sage is authorised to provide the Customer Data as requested by the Third-Party Service. Sage is not responsible for any modification, loss, damage or deletion of Customer Data by any Third-Party Service.

## **6. Our liability and responsibility to you if something goes wrong**

6.1. Subject always to clauses 6.2, 6.3 and 6.4 below, our total liability to you arising under or in connection with this agreement whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation or otherwise will not exceed £100.

6.2. We will not be responsible for any of the following, even if we knew or should have known there was a possibility you could experience:

6.2.1. loss of profits, revenues or contracts, lost savings, business interruption, lost funding, loss of goodwill or reputation, wasted expenditure or loss or corruption of data, in each case whether arising directly or indirectly and whether it is known, foreseen or foreseeable; and/or

6.2.2. indirect, incidental, special, punitive or consequential loss or damage, whether it is known, foreseen or foreseeable.

6.3. Nothing in these conditions will exclude or limit your or our liability for:

6.3.1. fraud;

6.3.2. death of or personal injury to any person as a result of our negligence; or

6.3.3. any other matter which cannot be excluded or limited under applicable law.

6.4. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

6.5. Your and our responsibilities under this agreement are reasonable because they reflect that:

6.5.1. we cannot control how, and for what purposes, you or your clients use Sage Points or the Service;

6.5.2. we have not developed Sage Points or the Service specifically for you or your clients; and

6.5.3. although we follow good industry practice, it is not economically possible for us to carry out all the tests

necessary to make sure that Sage Points or the Service are problem or error free.

## **7. What is your responsibility to us if another person makes a claim against us relating to your obligations?**

7.1. You will indemnify us for all third party claims which arise out of or in connection with:

7.1.1. your promoting, distributing and/or otherwise exploiting Sage Points or the Service;

7.1.2. your supporting or providing any other service for Sage Points or the Service; or

7.1.3. any breach or other failure by you of this agreement.

## **8. How this agreement may be brought to an end and what happens on termination**

8.1. If the Service Terms of Use is terminated by either party, this agreement will automatically terminate and any Sage Points in your account will become void at the time of termination.

8.2. We may terminate this agreement by providing not less than thirty (30) days' written notice of termination, provided that the rights and obligations set out in this agreement (including your obligations to pay any applicable fees) shall continue for such notice period.

8.3. If you or we discover that the other has done something which is not allowed by this agreement, or has not done something that must be done, the one making such discovery can give the other written notice that the matter must be put right within 30 days. If the matter is put right in that time, no further action will be taken. If it is not put right in that time, the person who made the discovery may end this agreement upon giving the other notice in writing.

8.4. This agreement will automatically (i.e. without us having to tell you) and immediately end without refund if you become bankrupt (or something similar happens) or your business is unable to pay its debts, stops trading or becomes insolvent (or something similar happens). In those circumstances, we will have no further obligation to you and any monies due from you will become immediately due and payable to us in full.

8.5. We may terminate Sage Points with six (6) months' advance notice to all active Sage Points members. At Sage's sole discretion, we may choose to substitute a similar loyalty program for Sage Points at any time immediately upon notice



to active Sage Points members. You may not accrue Sage Points or claim Sage Points Tier benefits after the termination of Sage Points. If Sage Points is terminated, all unredeemed Sage Points will be forfeited without any obligation or liability, and no Sage Points claims will be honoured after the conclusion of the notice period. Sage may terminate any of Sage Points in whole or in part, in any jurisdiction on less than six (6) months' notice if required to do so by applicable law.

## 9. What else do you need to know?

9.1. If a court or similar body decides that any wording in this agreement cannot be enforced, that decision will not affect the remainder of this agreement, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.

9.2. If you or we fail to, or delay in, exercising any rights under this agreement, that will not mean that those rights cannot be exercised in the future.

9.3. This agreement and the documents we refer to herein constitute the entire agreement between you and us in relation to your access and use of Sage Points, and replaces all documents, information and other communications (whether spoken or written) between us for such participation and use.

9.4. Both of us agree that we are independent contractors and neither of us will represent ourselves as agent, servant, franchisee, joint venturer or partner of, or endorsed by, the other. You do not have and will not hold yourself out as having any authority to accept any order on our behalf. You agree not to pledge our credit, receive any money or give any receipt on behalf of us or compromise any debt due to us, or incur any other liability or obligation, or make any promise or representation on behalf of us or claim to do any such thing.

9.5. This agreement is personal to you and may not be assigned, subcontracted, licensed (including sub-licensed), charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. As an example, this means that if you sell the assets of your business, you cannot automatically transfer this agreement to the buyer.

9.6. A person who is not a party to this agreement has no right to enforce any term of it.

9.7. Where either party is required to notify the other party by email, the party will be deemed to have

received the email on the first business day following transmission.

## 10. Which laws govern this agreement?

10.1. This agreement is governed by the laws of England and both parties irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

