

Sage Bookkeepers Network and Sage Accountants Network Terms and Conditions

(Last updated: November 2019)

This document sets out the general terms and conditions which govern your membership of the Sage Bookkeepers Network and the Sage Accountants Network.

The agreement is between you, the person or organisation authorised by us to become a member of the Sage Bookkeepers Network or the Sage Accountants Network (as the case may be) (“you”, “your”) and us: Sage (UK) Limited (company registration number 1045967, VAT number GB 555909605, registered office: C23 5 & 6 Cobalt Park Way, Cobalt Park, Newcastle upon Tyne NE28 9EJ, United Kingdom) (“Sage”, “we”, “us” or “our”).

1. What this agreement is about

- 1.1. These terms and conditions govern the agreement between us in respect of your membership of the “Sage Accountants Network” or the “Sage Bookkeepers Network” (as the case may be). Reference in this document to the “Network” means either one of the foregoing, as applicable to you. These terms apply to all membership types, all as defined and more particularly described in the online or written user guides, specifications and manuals relating to the Network, as amended from time to time (“Documentation”).
- 1.2. To join the Network, you will need to create and activate an account with us. This account, as well as other information about the Network, is provided through our website at URL address <https://signon.sage.co.uk/> or such other URL as we may specify from time to time (the “Website”). Where you access the Website as part of the Network, your use of the Website is subject to these terms and conditions as well as the sage.co.uk terms of use and the sage.co.uk privacy policy which are incorporated into and form part of this agreement (“Terms of Use”). The Terms of Use can be accessed by visiting the sage.co.uk website. In the event of a conflict between these terms and conditions and the Terms of Use, these terms and conditions will take precedence to the extent of the conflict only.

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

- 2.1. Our acceptance of your application to become a Member shall be at our sole discretion. We will indicate our acceptance by sending you an email with a link to the Website and details of how to create an account, using the email address that you provide to us when you make a request to join the Network. You accept these terms and conditions, and the agreement between us starts, when you create and activate your account for the Network through the Website.
- 2.2. This agreement will continue until terminated in accordance with clause 13.
- 2.3. We reserve the right to change these terms and conditions from time to time by giving written notice to you. If you don't accept any updates to these terms and conditions, you will be entitled to end this agreement as described under clause 13.2.

3. Joining the Network

- 3.1. You will be eligible to become a member of the Network (“Member”) if you satisfy the following requirements:
 - 3.1.1. you must create an account with us through the Website (using the log-in details that we provide to you);
 - 3.1.2. you must satisfy the eligibility requirement set out in clause 3.3 (as applicable to you); and
 - 3.1.3. you must pay the relevant monthly subscription fees to us for your Membership (“Membership Fees”), and “Membership” shall be construed accordingly.
- 3.2. When you register and activate your account as described in clause 2.1, you will automatically be enrolled as Member. Once you register, you will be able to access the Website.
- 3.3. To be eligible to become a Member you must: (i) be a member of an industry recognised association or regulatory body for bookkeepers or accountants (as applicable to you); and (ii) hold a valid industry recognised qualification to carry out either bookkeeping services if you are a bookkeeper, or audit and/or accountancy and/or taxation services if you are an accountant. We reserve the right to ask you to confirm your eligibility status at any time and you agree to provide us with such confirmation as we may reasonably require. Without prejudice to our other rights and remedies, we will be entitled to refuse or terminate your Membership upon written



notice to you if you fail to provide satisfactory confirmation to us when requested to do so.

- 3.4. You may have access to certain services and products (referred to as **“Modules”** in these terms) as part of your Membership. Each Module is subject to its own subscription fee which, if selected by you pursuant to this clause 3, will be added to your overall Membership Fees. The individual Modules may also have their own specific terms and conditions (**“Module Terms”**), which will be in addition to these terms and conditions. You will be required to comply with these Module Terms in relation to your access and/or use of Modules. In the event of a conflict between these terms and conditions and the Module Terms, these terms and conditions will take precedence to the extent of the conflict only.
- 3.5. You can purchase additional Modules at any time during your Membership through your account manager, whose details will be provided to you when you register. Your Membership Fees will be amended to include the fee for the additional Module and/or new bundle in accordance with clause 3.7 below. You may also downgrade your Membership at any time by reducing the number of Modules you have subscribed to, or by downgrading to a different bundle. If you elect to downgrade your Membership you will no longer have access to those benefits of the Network which are the subject of the Membership Fees you paid before you downgraded and you should immediately cease to use and/or access such Modules and benefits (this includes without limitation any software, and you must uninstall any such software from all devices upon which it was installed) otherwise we shall be entitled to charge you for that use in accordance with clause 10.4 below. If you do downgrade your Membership, you will also not be entitled to a refund of any amounts you have paid to us in advance for your Membership but your Membership Fees will be adjusted to reflect the downgrade from the first day of the month following the month in which you notified us of your request to downgrade.
- 3.6. We will confirm your purchase of a Module by sending you an email with confirmation of your amended Membership package. After you receive this confirmation email, you will be deemed to indicate your acceptance of your amended Membership, including the revised Membership Fees and any applicable Module Terms, when you access and/or use the relevant bundle, Module and/or any related benefits. Except as set out in clause 3.8, or if we tell

you otherwise in writing, you will be entitled to access the new bundle and/or Module (and any additional benefits) as soon as you confirm your acceptance.

- 3.7. You may be asked to create log-in details for other Sage products and services and/or with a third party via their website in order to add certain Modules and/or enjoy other benefits provided to you as part of your Membership. You acknowledge and agree that it may take up to five (5) working days for you to start receiving certain Modules and/or benefits that are Sage products, services or benefits and a longer period for Modules and/or benefits provided by a third party. Please note that we have no control over (and are not liable for) any third-party actions or omissions or the content of any third-party websites. Any use by you of a thirdparty website and/or any third-party benefits will be subject to the terms and conditions of the applicable third party and shall be at your own risk.
- 3.8. Please keep all of your log-in details private and do not share them with anyone or allow anyone else to use your details to access your account. You are responsible for all activity that occurs under your log-in details. We take security seriously so please tell us immediately of any security breach (for example, if you think someone has accessed your account or could do so).
- 3.9. You must pay us the applicable Membership Fees (depending on the Membership option and the Modules you have selected) in full each month (unless we have advised you in writing of an alternative payment term). The Membership Fees shall be payable in accordance with such payment method as we may notify to you in writing from time to time.
- 3.10. We reserve the right to increase all or any part of the Membership Fees by giving you thirty (30) days' notice in writing, with such increase to take effect in the month following the month in which we gave you notice in writing of the increase. If you do not accept the increase in the Membership Fees, you may terminate your Membership (or the element of your Membership to which the increase relates, if the increase relates to a specific Module), or you may downgrade your bundle in accordance with clause 13 below.
- 3.11. Your Membership and access to the Network is permitted according to such conditions as we may set from time to time in relation to the extent of access, the bundles, Modules, benefits and content available to

Members. Please note that we may make such changes to the Website and/or the Network (and any bundles, Modules and benefits offered to Members) as we may deem appropriate pursuant to clause 4.3 below.

- 3.12. You are solely responsible for selecting which Membership you subscribe to (including whether you meet the eligibility requirements in clause 3.4). Any Modules and/or bundles you add are at your sole discretion and we will not be liable for your choice of Membership, bundles and/or Modules or any business decisions you may make in respect of your use of the Network, your Membership, the bundles and/or any of the Modules.

4. Membership benefits

- 4.1. Upon the payment of your Membership Fees, you will be entitled to receive the applicable benefits listed in the Documentation or on the Website from time to time.
- 4.2. Your entitlement to receive the benefits referred to in this clause 4 is subject at all times to you paying your Membership Fees in full each month. If you do not pay your Membership Fees on time or in full by the due date for payment, we shall be entitled to terminate your Membership to the Network, in which event the provisions of clause 13 shall apply.
- 4.3. We reserve the right, at any time and without notice, to modify, suspend or terminate the Network or any part of it (including adding, deleting or varying any bundles, Modules and/or benefits and entitlements, and levels of access and/or content of the Documentation and/or the Website) as we may in our absolute discretion determine.

5. Access to the Website

5.1. You are solely responsible for:

- 5.1.1. procuring and maintaining your network connections; and
- 5.1.2. all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connection.
- 5.2. We will try to make sure that the Website is free from viruses. However, as is common to all webbased services, we cannot guarantee this, and we recommend that you use your own virus-protection software. We will not be responsible for any loss or damage caused by any viruses or other technologically harmful material that may

infect your computer equipment, computer programs and/or data connected to or associated with your use of the Website.

5.3. You must not:

- 5.3.1. introduce any viruses or other technologically harmful material to the Website;
- 5.3.2. try to gain unauthorised access to the Website or any underlying technology; or
- 5.3.3. try to affect the availability of the Website to our users (sometimes called 'a denial-of-service attack').
- 5.4. We cannot guarantee that the Website will be compatible with your browser or computer set-up, or that your access to the Website will not be interrupted.
- 5.5. From time to time we may temporarily stop providing access to the Website, for maintenance, repairs or other reasons. We will try to make sure this happens outside normal business hours where we can.

6. Content on the Website

- 6.1. The Website provides a wide range of content including, without limitation, e-learning, training materials, webinars and third-party content (which we do not control), articles and other editorial content. This content is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on the Website.
- 6.2. Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.

7. Your information and cookies

- 7.1. You agree to give us, when asked, the information we need in order to complete your registration to become a Member and to manage your Membership. You promise that all of the information you provide to us is at all times complete, accurate and up to date in all respects.
- 7.2. We will process your data, including any personal data you provide to us, pursuant to our Data Processing Addendum (posted at <http://www.sage.com/dataprotectionaddendum>, or

such other URL as notified to you) as amended from time to time.

- 7.3. The Website also uses cookies and similar technologies. Further information about these technologies, how we use them to store and access information about you and how you can manage them can be found in the [sage.co.uk](https://www.sage.co.uk/privacy-policy) privacy policy.
- 7.4. The Website may contain advertising of Sage products or services or those of carefully selected third parties in the form of banners, pop-ups and other advertising. We always try to ensure this advertising is relevant and not overly intrusive; however, this advertising is a feature of using the Website which you accept if you continue to use the Website. As well as on-site advertising, we may use the Website to contact you with details about our applications, products and services which we feel may be of interest to you. For more information about marketing and how you can set your preferences, please see the [sage.co.uk](https://www.sage.co.uk/privacy-policy) privacy policy.
- 7.5. The Website may, from time to time, contain links to and from the websites of our third-party providers, partner networks or affiliates. If you follow a link to any of these websites, please note that these websites have their own terms and conditions and privacy policies and that we do not accept any responsibility or liability for these terms and conditions or policies. Please check these terms and conditions and policies before you use these websites and/or submit any personal information to them.

8. Sage Marks and Sage Materials

- 8.1. You must not:
 - 8.1.1. use or permit any third party to use any Sage Mark (as defined below) or any mark, words, logo, device or any other branding which is the same as, or similar to or mimics any Sage Mark;
 - 8.1.2. use any Sage Mark for any business reason (other than in relation to your legitimate and permitted use in connection with the Network) or as part of your corporate or business name;
 - 8.1.3. use, create or register any trademark which incorporates any Sage Mark or any similar mark, logo, words, device or any other branding; and/or
 - 8.1.4. register or use as a domain name any Sage Mark, or any mark, words, logo, device or any

other branding which is the same as, similar to or mimics any Sage

Mark, without our prior

written consent.

- 8.2. If you do use or register or have registered any Sage Mark or any mark, words, logo, device or other branding as more particularly described in clause 8.5 you will immediately on our request and at your own cost:
 - 8.2.1. stop doing so and, if applicable, remove that Sage Mark or similar branding from the relevant registration or use;
 - 8.2.2. transfer any registration incorporating any Sage Mark or similar branding to us.
- 8.3. You must only use Sage Materials in accordance with our written instructions and you must not modify Sage Materials or use them for any other purpose without our prior written consent.
- 8.4. You will immediately stop using Sage Materials (as defined below) upon our instruction and you will withdraw from circulation any such Sage Materials you have issued.
- 8.5. For the purposes of this agreement:
 - 8.5.1. **“Affiliates”** means in relation to any company, any holding company of that company or any subsidiary of any such holding company (“holding company” and “subsidiary” having the same meanings as are assigned to each of them by section 1159 of the Companies Act 2006 (as amended from time to time)).
 - 8.5.2. **“Sage Mark”** means any name, trademark, trade name, insignia, logo, symbol or slogan (whether registered or not) owned or used by us or any of our Affiliates now or in the future anywhere in the world; and
 - 8.5.3. **“Sage Materials”** means any marketing or promotional materials that we may at our sole discretion supply to you from time to time (if any) whilst you are a Member to enable you to actively promote Sage products or your Membership.

9. Intellectual Property Rights

- 9.1. The design and content of the Website is protected by copyright and is owned by Sage (and/or its licensors) and all legal rights are reserved. All other intellectual property rights in the Website are Sage’s property (or they belong to our licensors). You agree not to copy, adapt, alter or create any derivative work from any content or material within the Website.



- 9.2. You acknowledge that we or our licensors are the owners of the Sage Intellectual Property Rights (as defined below) and agree that except to the extent set out in this agreement, you acquire no interest in or to any of the Sage Intellectual Property Rights.
- 9.3. Except to the extent permitted by law, you will not do anything nor allow anything to be done which will or may damage or affect the validity of the Sage Intellectual Property Rights, including (without limitation) breaching this agreement or the documents referred to in them or which arises out of or in connection with you use of, or holding yourself out as the owner of, the Sage Intellectual Property Rights.
- 9.4. You will immediately inform us in writing if you become aware of any actual or potential infringement or invalidity of any of the Sage Intellectual Property Rights. You will at our request and expense sign, execute and do all such deeds, documents, acts and things (including allowing your name to be used in any proceedings) as we may reasonably require with a view to restraining such infringement (or preventing such invalidity) and/or obtaining damages and/or otherwise protecting our or our licensors' rights.
- 9.5. For the purpose of this agreement, **“Sage Intellectual Property Rights”** means any and all Sage Marks, the Sage Materials, and all vested contingent and future intellectual property rights in and to the Network and the Website including, without limitation, goodwill, reputation, rights in confidential information, copyright, trademarks and design rights whether registered or unregistered, logos, devices, plans, models, diagrams, specifications, source and object code materials, data and processes, patents, know how, trade secrets, inventions, get-up, database rights and (as applicable) any applications or registrations for the protection of these rights and renewals and extensions of them, existing in any part of the world, whether now known or created in the future.

10. Managing your Membership

- 10.1. If you need any support with the Network, please contact us as set out in Documentation. Please note that any separate agreement you have with Sage is unaffected by this agreement; this means, for example, that any existing Sage service contract, subscription or software licence agreement would remain in place and will not be affected by any termination under this agreement.

- 10.2. You may terminate your subscription to any one or more of the Modules within the Network, without terminating your Membership (however, if you do so, this may mean that you may lose some of the benefits that we offered in connection with that Module).

11. Anti-Bribery and Corruption

- 11.1. We do not tolerate bribery or corrupt practices and expect those we do business with to take the same stance. Accordingly, you will:
- 11.1.1. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**“Relevant Requirements”**);
- 11.1.2. have and maintain in place whilst you are a Member your own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- 11.1.3. promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of this agreement;
- 11.1.4. immediately notify us if a foreign public official becomes an officer or employee of your business or acquires a direct or indirect interest (and you wanted that no foreign public official is an officer, employee or direct or indirect owner of your business at the date of this agreement); and
- 11.1.5. on request certify to us in writing your compliance with this clause and provide such supporting evidence of compliance as we may reasonably request.
- 11.2. Breach of this clause will be deemed a material breach of contract and will entitle us to terminate this agreement immediately without notice or further obligation to you.
- 11.3. For the purpose of this clause, the meaning of “adequate procedures” and “foreign public official” will be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.
- 11.4. You hereby confirm that: (i) you shall, at all times during the term of this agreement conduct your business in



compliance with 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; (ii) neither you nor any of your Affiliates is named on any “denied persons list” (or equivalent targeted sanctions list) in violation of any such sanctions restrictions, laws, regulations or regimes, nor are you or any of your Affiliates owned or controlled by a politically exposed person; and (iii) you have and shall maintain throughout the term of this agreement appropriate procedures and controls to ensure and be able to demonstrate your compliance with this clause 11.4. For the purpose of this clause, “Restricted Territories” shall mean (i) Cuba, Sudan, Iran, North Korea, Syria and the territory of Crimea / Sevastopol, and (ii) any other country or territory that is subject to sanctions by the United Kingdom, the European Union, the U.S, United Nations or elsewhere.

12. Indemnity

You agree to indemnify, defend and hold harmless us, our directors, officers, employees and licensors from and against any claim, liability, cost, damage or loss we may suffer or incur (including reasonable legal fees) as a result of or in connection with your Membership and/or any use by you of the Website and/or any use by you of benefits or other entitlements of the Network (or any of them), any material you post or transmit via the Website, any actions you take which disrupt access to and/or the functioning of the Website or any breach by you of this agreement.

13. How the agreement may be brought to an end and what happens on termination

- 13.1. Without prejudice to any other right or remedy which we may have, we may exercise our right of suspension under clause 4.3 or, at our discretion, terminate this agreement immediately if we do not receive payment from you for any amounts you owe to us including, without limitation, any Membership Fees.
- 13.2. Either you or we may end this agreement at any time upon thirty (30) days’ written notice. If you end this agreement, you must pay all sums due to us under this agreement which are incurred up to and including the date of termination
- 13.3. 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 thirty (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.

- 13.4. This agreement will automatically (i.e. without us having to tell you) and immediately end without any refund to you 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.
- 13.5. Where we suspend or terminate your Membership in accordance with this agreement, we may at our discretion agree to reactivate your account subject to you paying to us a reactivation fee.
- 13.6. Please note that regardless of how your Membership comes to an end, we will not give you a refund for any amounts that you have paid in advance for your Membership Fees, and you must pay all amounts you owe to us by the date that your Membership ends.
- 13.7. Unless we advise you otherwise, all Modules and benefits you receive as part of your Membership (including any Modules, use of the Website and benefits provided by a third party), and your entitlement to receive these Modules and benefits, will automatically terminate without notice upon the date that your Membership ends. Following termination of your Membership, you must cease to use and/or access the Modules and benefits that you were entitled to (this includes without limitation any software, and you must uninstall such software from all devices upon which it was installed). If you continue to make use of the Modules and/or benefits (including, without limitation, any software) that were available to you as part of your Membership after your Membership ends, we will be entitled to charge you (and you agree to pay) for such use at our then current applicable fees for that Module, benefit and/or software as the case may be.

14. Our liability and responsibility to you if things don’t go as planned

- 14.1. This clause 14 sets out our entire liability to you which arises out of or in connection with this agreement whether in contract, tort (including negligence or breach of



- statutory duty), misrepresentation or otherwise.
- 14.2. Subject to clauses 14.3 and 14.4 our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising under or in connection with this agreement will be limited to the greater of: (i) fifteen pounds (£15); or (ii) the Membership Fees paid or payable by you to us in the twelve (12) month period immediately preceding the date on which the claim arose.
- 14.3. Subject to clause 14.4, we will not be responsible whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise for any of the following (even if we knew or should have known there was a possibility you could suffer or incur such loss or damage):
- 14.3.1. loss of profit, business or revenue and/or depletion of goodwill or similar losses;
 - 14.3.2. loss of use or loss of or damage to data/information inputted by you into the Website;
 - 14.3.3. any interruption to your business or damage to information, however that interruption or damage is caused;
 - 14.3.4. losses you suffer as a result of using the Website or the Network other than in accordance with this agreement; and/or
 - 14.3.5. any loss or damage which we could not have reasonably known about at the time you agreed to this agreement including, without limitation any special, indirect or consequential loss or damage.
- 14.4. Nothing in this agreement will exclude or limit our liability for:
- 14.4.1. fraud;
 - 14.4.2. death of or personal injury to any person as a result of our negligence; or
 - 14.4.3. any other matter which cannot be excluded or limited under applicable law.
- 14.5. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent, permitted by law, excluded from this agreement.
- 14.6. Your and our responsibilities under this agreement are reasonable because they reflect that:
- 14.6.1. we cannot control how, and for what purposes, you use the Network and the Website (including any bundles, Modules and/or benefits);
 - 14.6.2. we have not developed the Network or the Website specifically for you; and

14.6.3. although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure that the Website is problem or error free.

15. What else do you need to know?

- 15.1. If a court or similar body decides that any wording in this agreement cannot be enforced, that decision will not affect the rest of the 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.
- 15.2. We may transfer this agreement to another organisation which is part of our group of companies or to another organisation we sell our business or all or part of our assets to.
- 15.3. Nothing in this agreement gives anyone other than you and Sage any right or benefit under this agreement, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

16. **Which laws govern this agreement?** This agreement (and any non-contractual claims or disputes) are governed by the laws of England and you and we both agree that the courts of England will be the only courts that can decide on any and all such claims or disputes arising under or in connection with this agreement.