

Sage 300 Online

Terms and Conditions of Use



INTRODUCTION AND IMPORTANT NOTES

You may only register for, access and use Sage 300 Online on the condition that you accept all of these terms in this agreement.

You may not register for a free trial of Sage 300 Online if you are a competitor of Sage without written consent from Sage. The Sage entity that you will be contracting with depends on your location as follows: If you are domiciled in or your company, business or organization is based in Singapore, Malaysia, Hong Kong, China, Thailand, India, Philippines, Indonesia, Cambodia, Myanmar, Vietnam, Japan, South Korea, Sri Lanka, Taiwan (collectively referred to "Asia"), then you will be contracting with Sage Singapore Pte. Ltd. of , PO Box 405, Singapore 911714 ("Sage Asia"). If you are domiciled in or your company, business or organisation is based in Australia, New Zealand and the Pacific Islands (collectively referred to "Australasia"), then you will be contracting with Sage Business Solutions Pty Ltd of PO Box 1335, Chatswood, NSW 2057 ("Sage Australia").

If at any time you do not accept the terms in this agreement, you may not register for, access or use Sage 300 Online (as applicable) and, if you have already registered to use Sage 300 Online, you should immediately stop using it.

1. Conditions of use

- 1.1 If you register for a **free trial** of Sage 300 Online, we will provide you sign-in details and passwords to enable you to use Sage 300 Online on a trial basis, free of charge. During the trial period, a maximum of two (2) concurrent users may access and use Sage 300 Online.
- 1.2 Your use of Sage 300 Online during the trial period is governed by this agreement.
- 1.3 Your free trial will expire at the end of 15 days unless extended by Sage, or on the date that you start a paid subscription, whichever occurs first.
- 1.4 If you do not continue to use Sage 300 Online following the trial period, you should make sure that you keep physical copies of all data entered during your trial.

2. Subscribing to Sage 300 Online

- 2.1 During or at the end of your trial, you will have the option to continue to use the Sage 300 Online that you have trialed subject to accepting the terms of the Sage 300 Online Subscription Agreement.
- 2.2 During the Trial Period, you agree and acknowledge that the Sage 300 Online trial license provided may be limited in its functionality and/or features.

3. Your rights to use Sage 300 Online and your obligations

- 3.1 If you accept this agreement, we give you the right to use Sage 300 Online in the way described in this agreement. You may not use Sage 300 Online in any other way. You may permit the number of named users to access Sage 300 Online as agreed by Sage from time to time and shall ensure those named users comply with this agreement and the Documentation.

- 3.2 An administrative user (which is a user who has the right to give access to the Sage 300 Online to other users), may enable only another one (1) additional concurrent user to access and use the functionality. For the avoidance of doubt, at any point in time, only (2) concurrent users are allowed to access and use the Sage 300 Online.
- 3.3 Sage 300 Online is intended for business use related to business management solution for small and medium size businesses. Non-business use (including, in particular, use by an individual in their own personal capacity) is not permitted. You warrant (i.e. make a contractual promise) that you will not use Sage 300 Online for non-business use.
- 3.4 You agree to ensure that the registration details you give are true and accurate and agree to keep your sign in details and password safe and not disclose them to any other person and to take all other reasonable measures to prevent unauthorised access to the service.
- 3.5 You must comply with all applicable laws, statutes, ordinances and regulations regarding your use of Sage 300 Online.
- 3.6 You are responsible for the legality, reliability, integrity, accuracy and quality of any information you input into Sage 300 Online, including all data, and for the means by which you acquired your data.
- 3.7 All rights of ownership of the information you input into Sage 300 Online remain yours.
- 3.8 The following list gives examples of things you must not do with Sage 300 Online:
 - 3.8.1 you must not introduce any viruses or harmful technology to Sage 300 Online;
 - 3.8.2 you must not try to gain unauthorised access to Sage 300 Online or any underlying technology. Any such attempt may result in Us disabling your ability to access and use Sage 300 Online and prevent you from retrieving your data;
 - 3.8.3 you must not try to affect the availability of Sage 300 Online to our users (sometimes called 'a denial-of-service attack');
 - 3.8.4 you must not allow anyone else to use your sign-in information;
 - 3.8.5 you must not use any other person's, or false, details to register, nor use any other person's registration details and (unless you are an administrative user) you must not use any other person's name or password;
 - 3.8.6 you must not alter, obscure, remove, interfere with or add to any of the text or images, including trademarks, trade names, markings or notices, used on or contained in Sage 300 Online from time to time;
- 3.9 It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of Sage 300 Online. In general, we will not tolerate any use which damages or is likely to damage our business or reputation, the availability or integrity of Sage 300 Online or which causes us or threatens to cause us to incur any legal, tax or regulatory liability.

4. Our obligations

- 4.1 We will take reasonable steps to make sure that Sage 300 Online is free from viruses but we cannot guarantee this. We recommend that you use your own virus-protection software as we will not be responsible for any loss or damage caused by any viruses or other harmful technology that may infect your computer systems, data or other material owned by you.

5. **Warranties**

- 5.1 We cannot guarantee that Sage 300 Online will be compatible with your web browser, computer set-up or other device(s) you use to access Sage 300 Online or that your access to Sage 300 Online will be uninterrupted (this may be beyond our control).
- 5.2 From time to time we may temporarily suspend access to Sage 300 Online for maintenance, repairs or other reasons. We will try to do this outside of normal business hours and provide notice in advance but this might not always be possible.

6. **What we will do with your data**

- 6.1 You agree to give us, when asked, the information we need in order to complete your registration to use Sage 300 Online. Without this information we cannot give you access to Sage 300 Online.
- 6.2 Unless you opt out when you register for Sage 300 Online, we will use any information you give us under this agreement to:
 - 6.2.1. manage how you use Sage 300 Online;
 - 6.2.2. meet our obligations under this agreement or any other agreement we have with anyone who licenses us (our licensors) or our subcontractors;
 - 6.2.3. contact you to see if you would like to take part in our customer research;
 - 6.2.4. contact you to ask for your feedback on our performance or on any of our products or services;
- 6.3 Neither Sage nor its third party hosting provider shall access Your Data, other than to the extent necessary to comply with Sage's obligations in this agreement or as otherwise required by applicable law.
- 6.4 The Product is hosted on Microsoft's Windows Azure platform, an Internet-scale cloud computing and services platform hosted in Microsoft data centers. Your use of the Product is subject to the following Microsoft terms, conditions and policies:
 - 6.4.1 Microsoft Windows Azure Privacy Policy Statement: <https://privacy.microsoft.com/en-us/privacystatement>
 - 6.4.2 Acceptable Use Policy. Neither you, nor anyone accessing the Product, may use Azure in any way prohibited by Microsoft's Windows Azure Acceptable Use Policy found at <http://www.windowsazure.com/en-us/support/legal/services-terms/>

7. **Intellectual Property**

- 7.1 Although you have rights to use Sage 300 Online, you do not own any of the intellectual property rights in Sage 300 Online. We (or the third party from whom we obtain our rights if we are not the owner) continue to own the intellectual property rights in Sage 300 Online, including any software we provide to replace all or part of Sage 300 Online.

8. **Disclaimer**

- 8.1 You agree that you have not relied on any representations made by Us which are not set out in this Agreement.
- 8.2 Sage 300 Online is provided on an "as is" basis and your use of the Sage 300 Online is at your own risk. Except as otherwise specified in this Agreement and to the maximum extent permitted by law, we do not make,

and hereby disclaim any and all other implied warranties. We do not warrant that Sage 300 Online will be uninterrupted, error-free or completely secure.

8.3 This agreement will terminate at the end of the Trial Period unless extended by accepting the terms of the Sage 300 Online Subscription Agreement.

9. Sanction

9.1 The Customer hereby confirms that:

9.1.1 It shall, at all times during the term of this Agreement, conduct its 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;

9.1.2 Neither it nor any of its 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 is it or any of its Affiliates owned or controlled by a politically exposed person; and

9.1.3 It has and shall maintain throughout the duration of this Agreement appropriate procedures and controls in place to ensure and be able to demonstrate Customer’s compliance with this Clause 9.

- a. The Customer shall not permit Users to use or access the Software in violation of any export restrictions in any jurisdictions or any sanctions law or regulation or in any Restricted Territories. Such use and / or access is not permitted by Sage and shall constitute a material breach of this Agreement, and where Sage is aware of or suspects the Customer (or any of its Users) to be using, accessing, permitting or otherwise facilitating such use or access in any Restricted Territory in breach of such laws or regulations, Sage may immediately suspend use of the Software to the extent that Sage considers necessary without prior notice, and Sage shall promptly notify the Customer of such suspension and investigate any potential breach.
- b. The Customer will promptly notify Sage if either it or any of its Affiliates has violated, or if a third party has a reasonable basis for alleging that it or any of its Affiliates has violated, this Clause 9.
- c. In the event that Sage has grounds to suspect the Customer is using and / or accessing the Software in violation of this Clause 9, the Customer shall provide Sage with full cooperation and assistance to Sage in respect of its use and access of the Sage Services and of compliance with this Clause 9.
- d. The Customer shall indemnify and keep indemnified Sage against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, Sage or any Sage Affiliate as a result of the Customer’s (or its Users) breach of this Clause 9.

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