



Sage ESS Terms of Use

The terms and conditions of this Sage ESS Terms of Use, including the [Web API services agreement](#), any additional terms and conditions and policies (collectively referred to as “**Agreement**”) referred to and/or made available via hyperlink, govern your use of Sage ESS, the Website and Applications, and are binding and enforceable against all persons that access Sage ESS, the Website and Applications or any part thereof. By accepting these terms and conditions and/or continuing to use Sage ESS, the Website and Applications, you agree to be bound by this Agreement.

If you do not agree to the terms and conditions of this Agreement, you must stop using Sage ESS, the Website and Applications now, as further use will automatically bind you to this Agreement. If at any time you do not accept this Agreement in full, you are not permitted to use Sage ESS, the Website or Applications, or any part thereof, and must cease to do so immediately.

We may at any time amend this Agreement without notice. You are responsible for reviewing this Agreement and the Website periodically for any such changes and for on each occasion that you revisit Sage ESS, the Website and Applications. If you continue to use Sage ESS, the Website and Application after changes are made, you are deemed to have accepted the amended Agreement.

You and Sage agree as follows:

1. Use of Sage ESS

- 1.1. Sage ESS, the Website and Applications are only intended for your internal business use. You warrant that you will only use Sage ESS, the Website and Applications for your internal business purposes.
- 1.2. We may require you to register before we supply any services via this Website or Applications. When you register, you agree to provide, true, accurate, up-to-date and complete User Details as required by the relevant registration made available to you via this Website or Applications.
- 1.3. Sage grants you a non-exclusive and non-assignable licence to access and use Sage ESS strictly via the Website and Applications with the user roles in accordance with this Agreement.

2. Obligations

- 2.1. You agree to:
 - 2.1.1. ensure that your User Details and other information given in relation to your use of Sage ESS, the Website and Applications are, and are maintained to be, true and accurate;
 - 2.1.2. use Sage ESS, the Website and Applications for your own lawful internal business purposes, in accordance with this Agreement and any notice sent by Sage or condition posted on the Website or Applications;
 - 2.1.3. Sage hereby discloses that Dimension Data has been appointed by Sage to provide the Cloud environment associated with the Sage ESS, the Website and Applications. You hereby acknowledge and agree to Dimension Data’s Terms of Service, which is available from here: <https://www.dimensiondata.com/-/media/dd/corporate/content-images/pdfs/legal/2-public-caas-service-level-terms-2015.pdf?la=en>;
 - 2.1.4. ensure that all account credentials required to access the Sage ESS, the Website and Applications are kept secure and confidential and to immediately notify Sage of any unauthorised use of your account credentials or any other breach of security. In such instances it shall be your obligation to immediately reset your password and to maintain security. In any event, it is deemed good practice to regularly reset your password to maintain data security;
 - 2.1.5. notify us, if, at any time you become aware of any unauthorised use of the account credentials, or any other security-related matter with Sage ESS, the Website and Applications, and to co-operate with us to the extent reasonably necessary to rectify the security breach;
 - 2.1.6. ensure that anyone who access Sage ESS on your account comply with the terms of this Agreement;
 - 2.1.7. only store the maximum amount of data, if any, as may be prescribed from time to time on Sage ESS, the Website or Applications corresponding to your subscription. If at any time you exceed the amount of any specified limit, for so long as you do so, Sage may charge you at its then-standard rates for additional storage.



- 2.2. Except as expressly permitted by another clause of this Agreement or by separate written arrangement with us, you agree not to and agree to ensure that no one is to:
 - 2.2.1. permit any other person, directly or indirectly, to access, use or otherwise exploit the right and ability to use Sage ESS in any way, including by permitting Sage ESS to be either
 - a. re-sold, distributed, sub-licensed, loaned, transferred or provided to others in a similar way; or
 - b. used as a hosted, bureau, outsourcing, or similar service;
 - 2.2.2. use or copy (irrespective of the extent of copying) the whole or any part of the graphic user interface of Sage ESS, the Website or Applications for incorporation into or the development of any software or other product or technology.
- 2.3. When accessing and using Sage ESS, the Website or Applications, you must:
 - 2.3.1. not attempt to undermine the security or integrity of Sage computing systems or networks or, where Sage ESS, the Website or Applications is hosted by a third party, that third party's computing system and networks;
 - 2.3.2. not use, or misuse Sage ESS, the Website or Applications in any way which may impair the functionality of Sage ESS, the Website or Applications, or impair the ability of any other user to use Sage ESS, the Website or Applications;
 - 2.3.3. not attempt to gain unauthorised access to any materials other than those to which you have been given express permission to access or to the computer system on which Sage ESS, the Website or Applications is hosted;
 - 2.3.4. not transmit, or input into Sage ESS, any files that may damage any other person's computing devices or software, content that may be offensive, or material or User Details or Company Data in violation of any law (including data or other material protected by copyright or trade secrets which you do not have the right to use);
 - 2.3.5. not modify, translate, or create derivative works based on Sage ESS, the Website or Applications, nor reproduce, reverse assemble, decompile or reverse engineer Sage ESS, the Website or Applications, whether in whole or in part, or otherwise attempt to derive the source code, underlying ideas, algorithms, file formats, programming of Sage ESS, the Website or Applications or any files contained in or generated by Sage ESS, the Website or Applications, nor shall you permit any third party to do so; and
 - 2.3.6. not merge or combine the whole or any part of Sage ESS, the Website or Applications with any other software or documentation without the prior written consent of Sage.
- 2.4. Sage's obligations shall be to provide you with access to Sage ESS (which access may not necessarily be uninterrupted), including technical support by email as described on the Website and/or Applications.

3. Confidentiality, Privacy of Company Data and User Information and Interception of Communications

- 3.1. We undertake to take all reasonable steps to protect your personal information and to comply with all applicable legislation.
- 3.2. In respect of access to Company Data and User Details:
 - 3.2.1. The Company Data entered, or imported on instruction, by you, remains your property and we will not use nor make available for use any of this information without your permission.
 - 3.2.2. We do not have access to your password and are therefore unable to access your account or Company Data, except where we have received your consent in this regard.
 - 3.2.3. We will never access the details of any Company Data entered and stored by you. We will never access system usage history for a specific identifiable user, except where granted permission by that person to assist with resolution of a system issue or error.
- 3.3. We electronically collect, store and use, and you supply to us, Company Data and User Details as we request from you via the Website and Sage ESS, and such other information as we may from time to time reasonably request. You warrant that this information is true and accurate.
- 3.4. You agree to our use, storage and disclosure of information, Company Data and User Details for the following purposes:



- 3.4.1. We will use your User Details, for exercising our rights and for performing our legal obligations under this Agreement. We may use it to contact you, via your relevant or nominated personnel, about our other relevant products and services, to conduct research about our customers and to track and record the manner in which you use Sage ESS, the Website and Applications. You acknowledge that there is certain information that we must use in order to be able to provide Sage ESS, including names and email addresses of your nominated personnel. If for any reason we are not permitted to use such information, we may not be able to perform our obligations in this Agreement.
- 3.4.2. We will only use your Company Data stored via Sage ESS, the Website or Applications to the extent necessary for us to provide Sage ESS for performing our rights and obligations in this Agreement and for performing our legal obligations and in accordance with this clause. We acknowledge that your Company Data is your proprietary and confidential data and that under no circumstances may we exploit that data for our own purposes not specifically relating to providing you Sage ESS, save where you have consented to the contrary.
- 3.4.3. The information, which you submit and store via Sage ESS, may be stored on Sage's computer servers which servers may be controlled, hosted and managed by our affiliate or third-party contractors who shall be bound to these confidentiality and privacy provisions.
- 3.4.4. We will disclose your User Details and other relevant information to our Affiliates and third-party contractors who assist us (and our affiliates) to provide Sage ESS, the Website and Applications, who shall be bound to these confidentiality and privacy provisions.
- 3.4.5. You agree to bring this Agreement to the attention of anyone using Sage ESS, the Website and Applications, to help ensure that they understand and consent to our use of their information, including User Details. This is so that we may provide Sage ESS to them on your behalf.
- 3.4.6. We may access and use non-identifying and aggregated data usage information and transaction volumes in order to better understand how our customers are using Sage ESS so that we can improve the system design and where appropriate have the system prompt users with suggestions on ways to improve their own use of the system.
- 3.4.7. We collect information via the Website by means of cookies and use cookies to allow you to enter your password less frequently during a session, to help analyse our web page flow, measure promotional effectiveness, and promote trust and safety, to offer certain features that are only available through the use of a cookie and to allow us to provide information that is targeted to your interests. You hereby authorise us to use cookies.
- 3.5. All other information not dealt with in this clause shall constitute Confidential Information and shall not be disclosed to any other party without the prior written consent of the owner of such information first being obtained.
- 3.6. Sage owns and retains all rights to non-personal statistical information collected and compiled by Sage.
- 3.7. Subject to our Privacy Policy, you agree to Sage's right to intercept, block, filter, read, delete, disclose and use all communications which you send or post to the Website and Sage and its employees.

4. Intellectual Property Rights

- 4.1. All right, title, ownership, benefit and interest in and to, and all Intellectual Property in Sage ESS, the Website and Applications, the design and content of Sage ESS, the Website and Applications and any documentation relating thereto remain the property of Sage. All rights to Intellectual Property in respect of Sage ESS, the Website and Applications are reserved. The exclusive right to authorise or prohibit the direct or indirect, temporary or permanent reproduction of the Intellectual Property by any means and in any form, in whole or in part, and to make the Intellectual Property available to the public, and to distribute any copyright protected material in Sage ESS, the Website and Applications shall remain with Sage.
- 4.2. You may not use the Intellectual Property and any third-party trademarks that appear on Sage ESS, the Website or Applications, other than as permitted by express written licence from Sage or by law. In particular, you may not use the marks as meta-tags nor may you sponsor them in search engines. All goodwill in your legitimate use of the marks shall accrue to Sage. You are required to notify us immediately if you become aware of any infringement of the Intellectual Property and rights thereto.



- 4.3. Sage ESS, the Website and Applications may incorporate technical and other protective measures designed to prevent unauthorised and/or illegal use of Sage ESS. You agree to the incorporation of any such measures in Sage ESS.
- 4.4. If in our reasonable opinion, Sage ESS, the Website or Applications are likely to become or do become the subject of a claim of infringement of a third party's intellectual property rights, we may elect to either:
 - 4.4.1. obtain the right for you to continue using Sage ESS, the Website or Applications as permitted under this Agreement; or
 - 4.4.2. modify or replace the infringing part of Sage ESS, the Website or Applications so as to avoid the infringement or alleged infringement, without materially reducing the functionality or performance of Sage ESS, the Website or Applications
- 4.5. In the circumstances per clause 4.4 above you must:
 - 4.5.1. promptly notify us of any claim or threatened claim concerning the use of Sage ESS, the Website or Applications;
 - 4.5.2. not independently defend or respond to such claim or threatened claim; and
 - 4.5.3. co-operate with us in the defence of any such claim or threatened claim, subject to our payment of your third-party costs incurred in providing such cooperation.
- 4.6. Clauses 4.4 and 4.5 state your exclusive remedy in connection with any claim or threatened claim in relation to the Intellectual Property rights of a third party.
- 4.7. "Sage", "SAGE", and "Sage PLC" are registered trademarks and you agree not to use any such trademarks as an element of a domain name or sub-domain name, notwithstanding the fact that such domain name use and registration may be permitted in terms of any law. Upon request, you shall immediately cease to use such domain name and transfer it to Sage at your cost.

5. Disclaimers and Liabilities

- 5.1. We will use reasonable endeavours to ensure that Sage ESS will give the functionality and levels of service as described on the Website and Applications, when used in accordance with it and this Agreement. If you believe our provision of the Sage ESS, the Website or Applications does not conform to this undertaking, you should notify us by email at info.asia@sage.com
- 5.2. We do not warrant:
 - 5.2.1. that Sage ESS, the Website or Applications will be continuously available, or that your use thereof will be uninterrupted or error or bug free, or that Sage ESS, the Website or Applications and server will be free from attack;
 - 5.2.2. that all information we provide on Sage ESS, the Website or Applications is correct and complete, but we nevertheless undertake to use reasonable endeavours to ensure that all information we provide on Sage ESS, the Website or Application is correct and complete at the time of the last update to the relevant pages;
 - 5.2.3. that Sage ESS, the Website or Applications will meet your requirements, and, for this purpose, it is specifically recorded that Sage ESS is provided "as is" and it is your responsibility to satisfy yourself that it meets your requirements and is compatible with your hardware and software prior to making use thereof;
 - 5.2.4. that Sage ESS, the Website or Applications results of use will be correct, accurate or reliable;
 - 5.2.5. that any defects in the Sage ESS, the Website or Applications can or will be corrected.
- 5.3. Subject to the provisions of any applicable legislation and save as otherwise provided in this Agreement, Sage (including its directors, employees, affiliates, third-party contractors, business partners, Internet service providers and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and you agree to indemnify us and keep us indemnified against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, but are not limited to, pure economic loss, loss of income, loss of profits, loss of data, anticipated savings, loss of business, loss or depletion of



goodwill, interruption of business and loss similar to all the preceding types of loss), damages, claims, demands, proceedings and judgments which we incur or suffer in any way arising from the following:

- 5.3.1. access to the Sage ESS, the Website or Applications;
 - 5.3.2. access to websites linked (including hyperlinked) to the Website or Applications;
 - 5.3.3. inability to access the Website or Applications;
 - 5.3.4. inability to access websites linked to the Website or Applications;
 - 5.3.5. services or software available from the Website or Applications;
 - 5.3.6. content available on the Website or Applications;
 - 5.3.7. downloads and use of content on the Website or Applications;
 - 5.3.8. any failure to perform our obligations in this Agreement due to causes beyond our reasonable control including any interruption to or failure of any website, your computer, associated supporting system not provided by us and used by you, telecommunications services, third-party and / or electricity supply service not provided by us, including the Internet;
 - 5.3.9. your breach of any of the terms of this Agreement;
 - 5.3.10. use of Sage ESS, the Website or Applications other than in accordance with this Agreement; or
 - 5.3.11. any other reason not directly related to Sage's gross negligence.
- 5.4. To the maximum extent permitted by law all undertakings and warranties given by us under this Agreement are exclusive and all other terms, warranties, representations, undertakings and conditions, express or implied, statutory or otherwise are excluded.
- 5.5. To the extent we are liable, our total liability shall not exceed the amount of charges actually paid by you to use Sage ESS, the Website or Applications in the year prior to the date the circumstances causing such liability first arose. The limitation of liability in this clause 5 has been calculated to be proportionate to the charges paid by you to use Sage ESS and takes into account the fact that it is not within our control how and for what purposes you use Sage ESS.

6. Termination

- 6.1. We may terminate this Agreement at any time by written notice, effective immediately, if you:
- 6.1.1. materially breach any term of this Agreement and either that breach is incapable of remedy or you have not remedied that breach within 7 (seven) days after receiving written notice requiring you to remedy it;
 - 6.1.2. fail to pay when due any charges payable to us or stop paying for use of Sage ESS; or
 - 6.1.3. are liquidated provisionally or finally, placed under judicial management, commit an act of insolvency or enter into, or attempt to enter into compromise with your creditors.
- 6.2. Subject to clause 5.3, upon termination of this Agreement however caused, we will stop your ability to access Sage ESS, so that you will no longer be able to access and use Sage ESS. You acknowledge that you may no longer be able to access your Company Data via Sage ESS from this time.
- 6.3. If this Agreement is terminated and you notify us at the time of notice of termination that you require further access to your Company Data, we may provide you with access to Sage ESS for a period of 5 (five) calendar days in order that you may print out your Company Data, subject to the following:
- 6.3.1. it is possible that we may have deleted your Company Data, and not be able to provide it to you; and
 - 6.3.2. we may charge you for providing you with access to your Company Data; and
 - 6.3.3. if your account remains in arrears for 90 (ninety) days, we may delete your Company Data.



- 6.4. If we terminate this Agreement in accordance with clause 6.1 we may irretrievably delete your Company Data from the effective date of termination.
- 6.5. Any termination of this Agreement will not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force, or the continuance in force, of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after termination.

7. **Acceptable use of Sage ESS, the Website and Application**

- 7.1. It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of Sage ESS, the Website and Applications. In general, we will not tolerate any use of Sage ESS, the Website and Applications which damages or is likely to damage our reputation, the availability or integrity of Sage ESS, the Website and Applications or which causes us or threatens to cause us to incur any legal, tax or regulatory liability.
- 7.2. We therefore require you to treat Sage ESS, the Website and Applications with respect, and not to use same for any illegal purpose, or in such a way as to infringe or breach other's rights or to cause or threaten to cause us damage. We require you to comply with any relevant notices, policies and terms imposed by third parties whose website, products or services you access through the Website or Applications.
- 7.3. You must not use the Website or Applications or any communication tool for posting or disseminating any material unrelated to the use of Sage ESS, the Website or Applications including: offers of goods or services for sale, files that may damage any other person's computing devices or software, content that may be offensive to any of our other users, or material in violation of any law (including material that is protected by copyright or trade secrets which you do not have the right to use).
- 7.4. When you make any communication on the Website or Applications, you represent that you own the content of the communication.
- 7.5. We reserve the right to remove any communication posted on the Website or Applications, suspend the use of Sage ESS, the Website and Applications and generally or block your access to any part thereof and / or to suspend or terminate your rights to use same or any part of it if we suspect misuse at any time in our sole discretion. We shall then report any misuse of Sage ESS, the Website and Applications to the relevant enforcement or other authorities and to our advisers. We further reserve the right to disclose any evidence we have which relates directly or indirectly to misuse.

8. **Links**

- 8.1. Links to the Website and Applications are permitted, subject to first obtaining our prior written consent although we reserve the right to withdraw such consent at any time.
- 8.2. You are not entitled (nor shall you assist others) to set up links from your own website to the Website or Applications by deep-linking, framing or otherwise, without our prior written consent, which consent may be withheld at our absolute discretion, and without need to provide a reason.
- 8.3. The Website or Applications may include hyperlinks to third party sites. We have no control over and are not responsible for the content, use by you or availability of those third-party websites, for any products or services you buy through those sites or for the treatment of any personal information, you provide to the third party. The products, services and websites of third-party providers made available via this website may be owned and operated by independent suppliers. While we may co-brand these products or services with our own, we do not endorse those products or services or warrant the products, services or accuracy or reliability of any information provided to you by such third parties.

9. **Definitions**

In this Agreement, the following expression shall have the following meaning:

“**Application**” means the ESS application.

“**User Details**” refers to the user information such as username and email address, as required by Sage in order for your use of the Sage ESS, Website or Application

“**Company Data**” refers to your company information such as company name, company address, company register ID, business nature, employee size and employee's employment related information



“**Website**” means the Sage website, containing access to the Application.