

Terms and Conditions of Use

The terms and conditions of this Agreement govern your use of Sage Business Cloud and the Website are binding and enforceable against all persons that access Sage Business Cloud and the Website or any part thereof in terms of section 11(3) of the ECT Act. If you do not agree to the terms and conditions of this Agreement, you must stop using Sage Business Cloud and the Website now, as further access 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 Business Cloud or the Website or any part thereof. If you access Sage Business Cloud and / or the Website via a third-party Business Partner, then you will be bound to terms of such third-party Business Partner and to this Agreement. On termination of any contract with such third-party Business Partner, should you continue to access Sage Business Cloud and / or the Website, then you will be bound to the whole of this Agreement, which is then applicable. We may at any time amend this Agreement without notice. You are responsible for reviewing this Agreement on each occasion that you revisit Sage Business Cloud and the Website and, if you continue to use Sage Business Cloud and the Website after changes are made, you are deemed to have accepted the amended Agreement. **Parties This Agreement is concluded by:** Sage South Africa (Pty) Ltd (Registration Number 2003/015693/07, VAT number 4350212660) whose registered office is at Sage South Africa; 6th Floor, Gateway West; 22 Magwa Crescent; Waterfall 5-lr; Midrand; 2066, South Africa ("Sage ", "we" or "us") and you, the person, business entity or sole trader, accessing Sage Business Cloud or the Website and shall to the extent relevant, include any of your employees or Subscriber Business Partners using the Website or Sage Business Cloud ("you"). **Authority to Act** If you are registering to access and use Sage Business Cloud for the first time in the capacity of an employee or contractor of a separate corporate entity, partnership or similar business entity, you must have the authority of that business entity to: Access Sage Business Cloud and the Website for that entity's business; and Accept this Agreement on behalf of that entity. If you are an accountant or Business Partner authorised by Sage to order subscriptions on behalf of your clients and customers, you agree to inform them of this Agreement. Accordingly, you confirm and warrant to Sage that: You are authorised to accept this Agreement on behalf of the business entity which you represent; This Agreement governs the access and use by you and / or your business of Sage Business Cloud and the Website; You, and the business entity which you represent together with its employees, will comply with all its terms. You and Sage agree as follows:

Effective as of 1st March 2018

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- 1. Definitions
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 - 1.1. "Agreement" means these terms and conditions of use, as published and amended from time to time on the Website;
 - 1.2 "Affiliate" means, in relation to a legal entity, any person which Controls that entity, is under that entity's Control or is Controlled by the same person who Controls that entity, where "Control" means possessing, directly or indirectly, the ability to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise, and "Controlled" shall have a corresponding meaning;
 - 1.3 "Access Fee" means the fees payable by you in accordance with the fee schedule set out on the Website or Sage Business Cloud as the case may be (which Sage may change from time to time);
 - 1.4 "Business Partner" means a business, independent of Sage, which is an authorised provider of Sage Business Cloud;
 - 1.5 "Company Data" means any financial data inputted by Business Partner or Subscriber Business Partners into Sage Business Cloud;
 - 1.6 "Confidential Information" includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including on Sage Business Cloud and the Website but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party or is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure or is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party or is independently developed or received without access to the Subscriber Business Partner;
 - 1.7 "Contractors" means any third parties appointed by Sage to perform our obligations on our behalf in respect of this Agreement;

- 1.8 "ECT Act" means the Electronic Communications and Transactions Act, 25 of 2002 (as amended from time to time), a copy of which is accessible on <http://www.polity.org.za>;
- 1.9 "Subscriber Business Partner" means any individual permitted by you to use Sage Business Cloud or the Website;
- 1.10 "Intellectual Property" means any content, domain names, patent, trademark, service mark, copyright, moral right, right in a design, know-how, software, database, text, graphics, icons and hyperlinks and any other intellectual or industrial property, anywhere in the world whether or not registered;
- 1.11 "Page" means a website page of Sage Business Cloud or the Website, unless specified otherwise;
- 1.12 "Sage Business Cloud" means our accounting and business software accessed through the Website and identified as the Sage Business Cloud "Accounting", "Accountants" or "Invoicing" versions;
- 1.13 "RIC Act" means the Regulation of Interception of Communications and Provision of Communication-Related Information Act, 70 of 2002 (as amended from time to time), a copy of which is accessible on <http://www.polity.org.za>;
- 1.14 "User Details" means the contact, personal and similar information of the Subscriber Business Partner; and
- 1.15 "Website" means the website pages relating to Sage Business Cloud accessible at <http://accounting.sageone.co.za> (and such other URLs as may be publicised from time to time), permitting the remote access and use of Sage Business Cloud;
- 1.16 "Subscription" means the right to access the software for the period covered by the Access Fee and use for the purposes intended.

In this Agreement, references to a "person" includes an individual, sole trader, partnership, body corporate, an unincorporated association of persons and any other legal entity; technical expressions shall have the relevant meaning commonly attributed to them in the computer software business sector in South Africa; the use of the word "including" and similar expressions will be construed as illustrative and not exhaustive; notwithstanding the fact that hyperlinks in this Agreement to copyright notices and legislation should be deemed part of this Agreement in terms of section 11 of the ECT Act, the fact that some or all of the hyperlinks may be non-operational from time to time shall not play a role in determination of the validity and interpretation of this Agreement.

- 2. Subscription and use of Sage Business Cloud

- 2.1 Sage Business Cloud and the Website are only intended for business use. You warrant that you will only use Sage Business Cloud and the Website for business purposes.
- 2.2 We may require you to register before we supply any services via this Website. 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.
- 2.3 You can purchase a subscription to access and use Sage Business Cloud by following the relevant process on the Website. Should you subscribe to use Sage Business Cloud (whether prior to or after the expiry of any free trial period) you shall be bound for the full duration of the subscription period selected.
- 2.4 Subscription fees and rates
 - 2.4.1 In consideration for the license to use Sage Business Cloud granted hereunder, you will pay us the annual or monthly Access Fees (depending on your payment option) which shall, for the sake of clarity, be payable in respect of each month/year from the date of subscription and you shall be liable in respect thereof regardless of the extent to which you have used Sage Business Cloud.
 - 2.4.2 We have the right to revoke your license to use Sage Business Cloud or withhold the renewal code for the license to Sage Business Cloud should you fail to pay the agreed Access Fees within the time periods stipulated herein, in which event you will be unable to use Sage Business Cloud.
 - 2.4.3 In the event that you fail to pay any Access Fees and as a consequence thereof your license to use Sage Business Cloud is revoked in accordance with clause 1.2 above, and at a later stage you elect to reinstate your Sage Business Cloud subscription, you shall be liable for the following:
 - 2.4.3.1 payment of the Access Fees for the period between the date on which you stopped paying the applicable Access Fees until the date on which your subscription was reinstated; and
 - 2.4.3.2 the monthly/annual Access Fee for the ensuing periods from the date of reinstatement.
- 2.5 We will not keep a separate record of the contract relating to your specific subscription for Sage Business Cloud, so it will not be available from us. We therefore strongly recommend you print a copy of this Agreement, both before and after you submit your payment details. Sage will supply you with a tax invoice, either directly or through appointed Business Partner, transmitted via email. The transmitted electronic document will constitute the original tax invoice. No other tax invoice, credit or debit note will be issued in respect of the specific supply, unless as a copy of the original document.

- 2.6 Sage grants you a non-exclusive and non-assignable licence to access and use Sage Business Cloud strictly via the Website with the user roles according to your subscription type and in accordance with this Agreement.
- 2.7 For so long as you pay the Access Fee and any other applicable charges, you may permit the agreed number of Subscriber Business Partners to access and use the relevant subscription for Sage Business Cloud. You agree to ensure that those Subscriber Business Partners comply with this Agreement. Those Subscriber Business Partners must only use the relevant subscription for Sage Business Cloud as follows for their own (or their employer's) accounting and finance and related purposes:
 - 2.7.1 as permitted by and subject to the terms and conditions of this Agreement;
 - 2.7.2 in the course of their (or their employer's) own business; and
 - 2.7.3 with their own (or their employer's) Company Data only.
- 2.8 From time to time, you may change the identity of the individuals who are Subscriber Business Partners. We reserve the right to limit the number of times, or the frequency with which you can do this. We may consult with you before exercising this right.
- 2.9 If a Subscriber Business Partner is not the employee of a subscriber to Sage Business Cloud, the subscriber must ensure that such Subscriber Business Partner:
 - a. complies with this Agreement; and
 - b. uses the relevant Company Data in Sage Business Cloud in accordance with that subscriber's instructions.
- 2.10 Notwithstanding anything to the contrary in this Agreement, where the Business Partner is utilising Sage Business Cloud to provide accounting, consulting or other similar services on behalf of a business entity, then in such circumstances, where the Company Data relates to that of a business entity other than that of the Business Partner, Sage reserves the right, in its sole and absolute discretion, to transfer such Company Data to an alternate subscription, and the Business Partner shall have no recourse against Sage in this regard.
- 3. Obligations
 - 3.1 You agree to:
 - 3.1.1 ensure that your User Details and other information given in relation to your use of Sage Business Cloud and the Website are, and are maintained to be, true and accurate;

- 3.1.2 use Sage Business Cloud and the Website for your own lawful internal business purposes, in accordance with this Agreement and any notice sent by Sage or condition posted on the Website;
- 3.1.3 comply with your contractual obligations to the Business Partner through which you have been granted access to the Website and / or Sage Business Cloud, if applicable;
- 3.1.4 ensure that all account credentials required to access the Sage Business Cloud and the Website 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;
- 3.1.5 notify us, if, at any time you become aware of any unauthorised use of the account credentials of your Subscriber Business Partners, or any other security-related matter with Sage Business Cloud and the Website, and to co-operate with us to the extent reasonably necessary to rectify the security breach;
- 3.1.6 ensure that the Subscriber Business Partners who access Sage Business Cloud on your account comply with the terms of this Agreement;
- 3.1.7 only store the maximum amount of data, if any, as may be prescribed from time to time on Sage Business Cloud or on the Website. 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.
- 3.2 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 Subscriber Business Partners:
 - 3.2.1 permit any other person, directly or indirectly, to access, use or otherwise exploit the right and ability to use Sage Business Cloud in any way, including by permitting Sage Business Cloud to be either
 - a. re-sold, distributed, sublicensed, loaned, transferred or provided to others in a similar way; or
 - b. used as a hosted, bureau, outsourcing, or similar service;
 - 3.2.2 use or copy (irrespective of the extent of copying) the whole or any part of the graphic user interface of Sage Business Cloud or the Website for incorporation into or the development of any software or other product or technology.

- 3.3 When accessing and using Sage Business Cloud or the Website, you must:
 - 3.3.1 not attempt to undermine the security or integrity of Sage's computing systems or networks or, where Sage Business Cloud or the Website is hosted by a third party, that third party's computing systems and networks;
 - 3.3.2 not use, or misuse Sage Business Cloud or the Website in any way which may impair the functionality of Sage Business Cloud or Website, or impair the ability of any other user to use Sage Business Cloud or Website;
 - 3.3.3 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 Business Cloud or Website is hosted;
 - 3.3.4 not transmit, or input into Sage Business Cloud, 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);
 - 3.3.5 not modify, translate, or create derivative works based on Sage Business Cloud or the Website, nor reproduce, reverse assemble, decompile or reverse engineer Sage Business Cloud or the Website, whether in whole or in part, or otherwise attempt to derive the source code, underlying ideas, algorithms, file formats, programming of Sage Business Cloud or the Website or any files contained in or generated by Sage Business Cloud or the Website, nor shall you permit any third party to do so; and
 - 3.3.6 not merge or combine the whole or any part of Sage Business Cloud or the Website with any other software or documentation without the prior written consent of Sage.
- 3.4 Sage's obligations shall be to provide you with access to Sage Business Cloud (which access may not necessarily be uninterrupted), including technical support by email as described on the Website.
- 4. Payment of Charges
 - 4.1 Payment shall be made in accordance with the payment section on the Website.
 - 4.2 If you pay your Access Fee or any other subscription charges to an entity separate from Sage (e.g. if you obtained access via an accountant or Business Partner), you agree to nonetheless remain to be bound by the terms of this Agreement.

- 5. Confidentiality, Privacy of Company Data and User Information and Interception of Communications
 - 5.1 We undertake to take all reasonable steps to protect the personal information of Business Partners and to comply with all applicable legislation.
 - 5.2 In respect of access to Company Data and User Details:
 - 5.2.1 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.
 - 5.2.2 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.
 - 5.2.3 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.
 - 5.3 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 Business Cloud, and such other information as we may from time to time reasonably request. You warrant that this information is true and accurate.
 - 5.4 You agree to our use, storage and disclosure of information, Company Data and User Details for the following purposes:
 - 5.4.1 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 or our Business Partners, about our other relevant products and services, to conduct research about our customers and to track and record the manner in which you and your Subscriber Business Partners use Sage Business Cloud and the Website. Contact may be made via our third party Contractors, Business Partners or Affiliates. You acknowledge that there is certain information that we must use in order to be able to provide Sage Business Cloud, including names and email addresses of your Subscriber Business Partners. If for any reason we are not permitted to use such information, we may not be able to perform our obligations in this Agreement. You acknowledge that in such circumstances you will still be obliged to pay our charges, in accordance with clause 4.
 - 5.4.2 We will only use your Company Data stored via Sage Business Cloud or the Website to the extent necessary for us to provide Sage Business Cloud for performing

our rights and obligations in this Agreement and for performing our legal obligations and in accordance with this clause 5. 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 Business Cloud, save where you have consented to the contrary.

- 5.4.3 The information, which you submit and store via Sage Business Cloud, 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.
 - 5.4.4 We will disclose your User Details and other relevant information (including User Details of your Subscriber Business Partners, if necessary) to our Affiliates and third party Contractors who assist us (and our Affiliates) to provide Sage Business Cloud and the Website, who shall be bound to these confidentiality and privacy provisions.
 - 5.4.5 You agree to bring this Agreement to the attention of your Subscriber Business Partners, 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 Business Cloud to them on your behalf.
 - 5.4.6 We may access and use non-identifying and aggregated usage information and transaction volumes in order to better understand how our customers are using Sage Business Cloud so 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.
 - 5.4.7 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.
- 5.5 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.
 - 5.6 Sage owns and retains all rights to non-personal statistical information collected and compiled by Sage.
 - 5.7 Subject to the provisions of the RIC Act 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. You acknowledge that this consent and your use of the Website satisfy the "writing" requirement as required in the RIC Act.

- 5.8 You acknowledge that any Personal Data collected or received from You by Sage shall be processed in accordance with GDPR requirements in line with Annexure "A".
- 6. Intellectual Property Rights
 - 6.1 All right, title, ownership, benefit and interest in and to, and all Intellectual Property in Sage Business Cloud and the Website, the design and content of Sage Business Cloud and the Website and any documentation relating thereto remain the property of Sage. All rights to Intellectual Property in respect of Sage Business Cloud and the Website 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 Business Cloud and the Website shall remain with Sage.
 - 6.2 You may not use the Intellectual Property and any third-party trademarks that appear on Sage Business Cloud or the Website, 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.
 - 6.3 Sage Business Cloud and the Website may incorporate technical and other protective measures designed to prevent unauthorised and / or illegal use of Sage Business Cloud. You agree to the incorporation of any such measures in Sage Business Cloud.
 - 6.4 If, in our reasonable opinion, Sage Business Cloud or the Website 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:
 - 6.4.1 obtain the right for you to continue using Sage Business Cloud or the Website as permitted under this Agreement; or
 - 6.4.2 modify or replace the infringing part of Sage Business Cloud or the Website so as to avoid the infringement or alleged infringement, without materially reducing the functionality or performance of Sage Business Cloud or the Website
 - 6.5 In the circumstances per clause 6.4 above you must:
 - 6.5.1 promptly notify us of any claim or threatened claim concerning the use of Sage Business Cloud or the Website;

- 6.5.2 not independently defend or respond to such claim or threatened claim; and
- 6.5.3 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.
- 6.6 Clauses 6.4 and 6.5 state your exclusive remedy in connection with any claim or threatened claim in relation to the Intellectual Property rights of a third party.
- 6.7 "Sage", "Sage Pastel", "Sage One", "Sage Business Cloud" 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.
- 7. Disclaimers and Liabilities
 - 7.1 We will use reasonable endeavours to ensure that Sage Business Cloud will give the functionality and levels of service as described on the Website, when used in accordance with it and this Agreement. If you believe our provision of the Sage Business Cloud or the Website does not conform to this undertaking, you should notify us by email at support@accounting.sageone.co.za.
 - 7.2 We do not warrant:
 - 7.2.1 that Sage Business Cloud or the Website will be continuously available, or that your use thereof will be uninterrupted or error or bug free, or that the Website, Sage "Sage Business Cloud" and server will be free from attack;
 - 7.2.2 that all the information we provide on Sage Business Cloud and the Website is correct and complete, but we nevertheless undertake to use our reasonable endeavours to ensure that all the information we provide on Sage "Sage Business Cloud" and the Website is correct and complete at the time of the last update to the relevant page;
 - 7.2.3 that Sage Business Cloud or the Website will meet your requirements and, for this purpose, it is specifically recorded that Sage Business Cloud 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;
 - 7.2.4 that Sage Business Cloud or the Website results of use will be correct, accurate or reliable;
 - 7.2.5 that any defects in the Sage Business Cloud or the Website can or will be corrected.

- 7.3 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:
 - 7.3.1 access to the Sage Business Cloud or the Website;
 - 7.3.2 access to websites linked (including hyperlinked) to the Website;
 - 7.3.3 inability to access the Website;
 - 7.3.4 inability to access websites linked to the Website;
 - 7.3.5 services or software available from the Website (including Sage Business Cloud);
 - 7.3.6 content available on the Website;
 - 7.3.7 downloads and use of content on the Website;
 - 7.3.8 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;
 - 7.3.9 your breach of any of the terms of this Agreement;
 - 7.3.10 use of Sage Business Cloud or the Website other than in accordance with this Agreement; or
 - 7.3.11 any other reason not directly related to Sage's gross negligence.
- 7.4 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.
- 7.5 To the extent we are liable, our total liability (and that of any Affiliate, Business Partner or third-party Contractor) shall not exceed the amount of charges actually paid by you to use Sage Business Cloud or the Website in the year prior to the date the circumstances causing such liability first arose. The limitation of liability in this clause 7 has been calculated to be

proportionate to the charges paid by you to use Sage Business Cloud and takes into account the fact that it is not within our control how and for what purposes you use Sage Business Cloud.

- 8. Termination

- 8.1 We may terminate this Agreement at any time by written notice, effective immediately, if you:

- 8.1.1 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;
- 8.1.2 fail to pay when due any charges payable to us or stop paying for use of Sage Business Cloud; or
- 8.1.3 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.

- 8.2 Subject to clause 8.3, upon termination of this Agreement however caused, we will stop your ability to access Sage Business Cloud, so that you will no longer be able to access and use Sage Business Cloud. You acknowledge that you may no longer be able to access your Company Data via Sage Business Cloud from this time.

- 8.3 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 Business Cloud for a period of 5 (five) calendar days in order that you may print out your Company Data, subject to the following:

- a. it is possible that we may have deleted your Company Data, and not be able to provide it to you; and
- b. we may charge you for providing you with access to your Company Data; and
- c. if your account remains in arrears for 90 (ninety) days, we may delete your Company Data.

- 8.4 If we terminate this Agreement in accordance with clause 8.1 we may irretrievably delete your Company Data from the effective date of termination.

- 8.5 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.

- 9. Notices and Address

If you subscribe to Accounting (including any applicable free trial period), the following terms and conditions shall apply to you.

- 9.1 Your communication with us must be by email to our email address contained on the Website
- 9.2 Our communication with you shall be via those details provided on registration
- 9.3 All legal notices given under this Agreement shall be in writing to the physical address of such party delivered by hand. Legal notices under this Agreement addressed specifically to either of us will be effective on actual receipt by the intended recipient
- 9.4 As a condition of this Agreement, if you use any communication tools available through Sage Business Cloud or the Website, you agree only to use such communication tools for lawful and legitimate purposes in accordance with the acceptable use provisions of this Agreement.

- 10. Acceptable use of Sage Business Cloud and the website

- 10.1 It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of Sage Business Cloud and the Website. In general, we will not tolerate any use of Sage Business Cloud and the Website which damages or is likely to damage our reputation, the availability or integrity of Sage Business Cloud and the Website or which causes us or threatens to cause us to incur any legal, tax or regulatory liability.
- 10.2 We therefore require you to treat the Website and Sage Business Cloud 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.
- 10.3 You must not use the Website or any communication tool for posting or disseminating any material unrelated to the use of Sage Business Cloud or the Website 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).
- 10.4 When you make any communication on the Website, you represent that you own the content of the communication.

- 10.5 Sage Business Cloud Accounting is an Accounting application for small businesses. Intended fair usage limits per company are as follows:

- 3 000 Customers
- 3 000 Suppliers
- 5 000 Items
- 1 000 Customer Invoices per month
- 1 000 Supplier Invoices per month
- 2 000 Bank Transactions per month

Users will experience performance issues, in particular with reporting, with companies that exceed reasonable usage as stipulated above. We reserve the right to suspend the use of Sage Business Cloud or block your access to any part thereof and / or to suspend or terminate your rights to use if the above limits are exceeded.

- 10.6 We reserve the right to remove any communication posted on the Website, suspend the use of Sage Business Cloud and the Website 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 Business Cloud and the Website 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.

- 11. Links

- 11.1 Links to the Website are permitted, subject to first obtaining our prior written consent although we reserve the right to withdraw such consent at any time.
- 11.2 You are not entitled (nor shall you assist others) to set up links from your own website to the Website by deep-linking, framing or otherwise, without our prior written consent, which consent may be withheld at our absolute discretion, and without the need to provide a reason.
- 11.3 The Website 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.

- 12. General Terms
 - 12.1 You agree that you are bound to the terms and conditions of this Agreement, which is concluded in Johannesburg, South Africa at the time you enter the Website for the first time or after you have accepted this Agreement as required on the Website.
 - 12.2 This Agreement constitutes the entire agreement between you and Sage and supersedes all other documentation, information and other communication.
 - 12.3 Any failure by Sage to exercise or enforce any right or provision of this Agreement shall in no way constitute a waiver of such right or provision.
 - 12.4 In the event that any term or condition detailed herein is found to be unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions of this Agreement. The remaining terms and conditions shall remain enforceable and applicable.
 - 12.5 The Website is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use of the Website, its content, services, software and this Agreement.
 - 12.6 We do not recommend or endorse any other entity, including any third parties who make Sage Business Cloud available to you - if you wish to engage with such an organisation, you should investigate its experience, skills and qualifications. No third party is appointed or authorised by us as our servant or agent, nor has any authority, either express or implied, to amend this Agreement, or to enter into any contract, provide any representation, warranty or guarantee with or to you on our behalf, or otherwise make commitments for us in any way whatsoever. You agree that we will not be responsible for any act or omission of any third party including any services provided by it in relation to the Sage Business Cloud, including any administration of it.
- 13. Disclosures required by Section 43 of the ECT Act

Access to the services, content, software and content downloads available from the Website is classified as "electronic transactions" in terms of the ECT Act and therefore you have the rights detailed in Chapter 7 of the ECT Act and Sage has the duty to disclose the following information:

- 13.1 Full name and legal status of website owner: Sage, a division of Sage South Africa (Pty) Ltd.
- 13.2 Street Address: Sage South Africa, 6th Floor, Gateway West; 22 Magwa Crescent; Waterfall 5-lr; Midrand; 2066; South Africa.

- 13.3 Postal address: PO Box 781893, Sandton, 2146, South Africa.
- 13.4 Physical address for the receipt of legal notices: Sage South Africa, 6th Floor, Gateway West; 22 Magwa Crescent; Waterfall 5-lr; Midrand; 2066; South Africa.
- 13.5 Official email address of the Website: support@accounting.sageone.co.za.
- 13.6 Manual published in terms of section 51 of the Promotion of Access to Information Act 2 of 2000 may be viewed at: <http://www.pastel.co.za/Downloads/PromotionofAccessstoInformationAct200.pdf>
- 13.7 The costs associated with the access and use of Sage Business Cloud is available from the Website.
- 13.8 Alternative Dispute Resolution: Subject to urgent and / or interim relief, all disputes regarding:
 - 13.8.1 access to the Website;
 - 13.8.2 the inability to access the Website;
 - 13.8.3 the services and content available from the Website; or
 - 13.8.4 this Agreement,
- 13.9 Shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Johannesburg in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client.
- 13.10 Cooling off period:
 - 13.10.1 Under section 42(1)(g) of the ECT Act the cooling-off period set out in section 44 of the Act does not apply to an electronic transaction where audio or video recordings or computer software were unsealed by the consumer.
 - 13.10.2 Under section 42(1)(d) of the ECT Act the cooling-off period set out in section 44 of the Act does not apply in respect of services, which began with the consumer's consent before the end of the seven-day period referred to in section 44(1).
 - 13.10.3 Under section 42(1)(f) of the ECT Act the cooling-off period set out in section 44 of the Act does not apply where the goods:
 - a. are made to the consumer's specifications;
 - b. are clearly personalised;
 - c. by reason of their nature cannot be returned; or
 - d. are likely to deteriorate or expire rapidly.

- 13.11 Users may lodge complaints in respect of the Website via email to info@accounting.sageone.co.za.
- 14. Annexure “A”

Data Protection Agreement

Definitions

- - 14.1. “Data Protection Laws” means all applicable EU laws and regulations governing the use or processing of Personal Data, including (where applicable) the European Union Directive 95/46/EC (until and including 24 May 2018), the GDPR (from and including 25 May 2018) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time.
 - 14.2 “Customer Data” shall mean the data, information or material provided, inputted or submitted by you or on your behalf into the Services, which may include data relating to your customers and/or employees.
 - 14.3 “Customer Personal Data” has the meaning set out in clause 1.
 - 14.4 “GDPR” means EU General Data Protection Regulation 2016/679.
 - 14.5 “Personal Data” means any information relating to an identified or identifiable natural person (“Data Subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
 - 14.6 “Data Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.
 - 14.7 “Data Processor” a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller.
 - 14.8 “Processing” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and “Process”, “Processed” and “Processes” shall be construed accordingly.

- 14.9 “Supervisory Authority” means an independent public authority which is established under applicable Member State law and which concerns itself with the Processing of Personal Data. NB: The word “Sage”, “Supplier”, “End user”, “Customer”, “Us”, “We” and “You” shall be construed in accordance with their defined usage in the main Agreement.
- 15. *Sage as Data Processor*
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 - 15.1 For the purposes of this Agreement, the parties agree that you are the Data Controller in respect of Personal Data contained within Customer Data (“Customer Personal Data”) and as Data Controller, you have sole responsibility for its legality, reliability, integrity, accuracy and quality.
 - 15.2 You warrant and represent that:
 - 15.2.1 you will comply with and will ensure that your instructions for the Processing of Customer Personal Data will comply the Data Protection Laws;
 - 15.2.2 you are authorised pursuant to the Data Protection Laws to disclose any Customer Personal Data which you disclose or otherwise provide to us regarding persons other than yourself;
 - 15.2.3 you will where necessary, and in accordance with the Data Protection Laws, obtain all necessary consents and rights and provide all necessary information and notices to Data Subjects in order for:
 - 15.2.3.1 you to disclose the Customer Personal Data to us;
 - 15.2.3.2 us to Process the Customer Personal Data for the purposes set out in this Agreement; and
 - 15.2.3.3 us to disclose the Customer Personal Data to: (a) our agents, service providers and other companies within the Sage group of companies; (b) law enforcement agencies; (c) any other person in order to meet any legal obligations on us, including statutory or regulatory reporting; and (d) any other person who has a legal right to require disclosure of the information, including where the recipients of the Customer Personal Data are outside the European Economic Area.
 - 15.3 To the extent that Sage Processes any Customer Personal Data, the terms of Exhibit A shall apply, and the parties agree to comply with such terms.
 - 15.4 **Sage as Data Controller** Where, and to the extent we Process your Personal Data as a Data Controller in accordance with our Privacy Notice [www.sage.com], we shall comply with all Data Protection Laws applicable to us as Data Controller.

- 15.5 **Analytics** You agree that we may record, retain and use Customer Data generated and stored during your use of the Service (including Customer Personal Data, which we shall Process as Data Controller as set out in our Privacy Notice [www.sage.com] , on the basis of our legitimate business interests), in order to:
 - 15.5.1 deliver advertising, marketing (including in-product messaging) or information to you which may be useful to you, based on your use of Services;
 - 15.5.2 carry out research and development to improve our, and our Affiliates', services, products and applications;
 - 15.5.3 develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) to you and other Sage customers;
 - 15.5.4 provide you with location-based services (for example location relevant content) where we collect geo-location data to provide a relevant experience, provided that Sage shall only record, retain and use the Customer Data and/or Process Customer Personal Data on a pseudonymised basis, displayed at aggregated levels, which will not be linked back to you or to any living individual. If at any time you do not want us to use Customer Data in the manner described in this clause 5, please contact us at the email address set out in the Privacy Notice [www.sage.com].
- 16. Exhibit A

Data Processing Addendum

- - **16.1 Interpretation**
 - 16.1.1 Where there is any inconsistency between the terms of this Exhibit A and any other terms of this Agreement, the terms of this Exhibit A shall take precedence.
 - **16.2 Processing of Customer Data**
 - 16.2.1 During the term of this agreement we warrant and represent that we:
 - 16.2.1.1 shall comply with the Data Protection Laws applicable to us whilst such Customer Data is in our control;
 - 16.2.1.2 when acting in the capacity of a Processor, shall only Process the Customer Data:
 - 16.2.1.2.1 as is necessary for the provision of the Services under this Agreement and the performance of our obligations under this Agreement; or
 - 16.2.1.2.2 otherwise on your documented instructions.

- 16.2.2 We agree to comply with the following provisions with respect to any Personal Data Processed for you in connection with the provision of the Service under this Agreement.
- **16.3 Obligations of Sage**
 - 16.3.1 Sage shall:
 - 16.3.1.1 taking into account the nature of the Processing, assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests from individuals for exercising Data Subjects' rights; and
 - 16.3.1.2 taking into account the nature of the Processing, and the information available to it, provide reasonable assistance to Customer in ensuring compliance with its obligations relating to:
 - 16.3.1.2.1 notifications to Supervisory Authorities;
 - 16.3.1.2.2 prior consultations with Supervisory Authorities;
 - 16.3.1.2.3 communication of any breach to Data Subjects; and
 - 16.3.1.2.4 privacy impact assessments.
- **16.4 Personnel**
 - 16.4.1 Sage shall:
 - 16.4.1.1 take reasonable steps to ensure the reliability of any personnel who may have access to the Customer Data;
 - 16.4.1.2 ensure that access to the Customer Data is strictly limited to those individuals who need to know and/or access the Customer Data for the purposes of this Agreement; and
 - 16.4.1.3 ensure that persons authorised to Process the Customer Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
 - 16.4.2 If so required by Data Protection Laws, Sage shall appoint a data protection officer and make details of the same publicly available.
- **16.5 Security and Audit**
 - 16.5.1 Sage shall implement and maintain appropriate technical and organisational security measures appropriate to the risks presented by the relevant Processing activity to protect the Customer Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage or disclosure. Such measures include, without limitation, the security measures set out in Annex 1.

- 16.5.2 Subject to any existing obligations of confidentiality owed to other parties, we shall make available to you all information reasonably necessary to demonstrate compliance with the obligations set out in this Exhibit A, which may include a summary of any available third party security audit report, or shall, at your sole cost and expense (including, for the avoidance of doubt any expenses reasonably incurred by us), allow for and contribute to independent audits, including inspections, conducted by a suitably-qualified third party auditor mandated by you and approved by us.
- **16.6 Data Breach**
- 16.6.1 6.1. Sage shall notify you if we become aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data arising from any act or omission of Sage or its sub-processors.
- **16.7 Transfer of Personal Data outside the EEA**
- 16.7.1 You expressly agree that we may transfer Customer Data within the Sage group of companies on the terms of Sage's Master Data Processing and Transfer Agreements, which incorporate the European Commission's standard contractual clauses.
- 16.7.2 You acknowledge that the provision of the Service may require the Processing of Personal Data by sub-processors in countries outside the EEA. We shall not transfer Personal Data outside the EEA to a sub-processor where such transfer is not subject to: (a) an adequacy decision (in accordance with Article 45 of the GDPR); or (b) appropriate safeguards (in accordance with Article 46 of the GDPR); or (c) binding corporate rules (in accordance with Article 47 of the GDPR), without your prior written consent.
- **16.8 Return and deletion**
- 16.8.1 At your option, Sage shall delete or return all Customer Data to you at the end of the provision of the Services and delete all existing copies of Customer Data unless we are under a legal obligation to require storage of that data or we have another legitimate business reason for doing so.
- **16.9 Use of Sub-Processors**
- 16.9.1 Customer agrees that Sage has general authority to engage third parties, partners, agents or service providers, including its Affiliates, to Process Personal Data on Customer's behalf in order to provide the applications, products, services and information Customer has requested or which Sage believes is of interest to Customer ("Approved Sub-Processors"). Sage shall not engage a sub-processor to carry out specific Processing activities which fall outside the general authority granted above without Customer's prior specific written authorisation and, where such other sub-processor is so engaged, Sage shall ensure that the same obligations set out in this Addendum shall be imposed on that sub-processor.

- 16.9.2 Sage shall be liable for the acts and omissions of its Approved Sub-Processors to the same extent Sage would be liable if performing the services of each Approved Sub-Processor directly under the terms of this Exhibit A.
- 17. Annex 1

Security Measures

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Category

Measure

Physical Access Control	<p><i>All of Sage’s data processing equipment is hosted in the data centres. Access to these data centres are restricted by well-defined processes and ID Readers. They are also monitored on a 24/7 basis by security staff and surveillance cameras.</i></p> <p><i>Sage’s data processing systems are accessed by a limited number of authorised users with appropriate access rights. Dual factor authentication is implemented for each role. Such access to transaction data is restricted to a few users from the Operations (Live Services) Team. Within the Live services team different roles are created based on the job requirements. Also, the activity of each user is monitored through monitoring solutions.</i></p>
Logical access prevention	<p><i>Only a limited set of users from Sage’s Live Services technical team have access to the data processing systems which contain transaction data. Data access privileges are defined by the job role of the user; accordingly, only authorised users with appropriate privileges have the access to transaction data. No other user has any kind of access to this data. Sage has also implemented a well-defined approval process to control access to data within its systems. Sage has also implemented monitoring solutions to identify any attempts or actual unauthorised access to its systems and data.</i></p>
Data access control	<p><i>Sage’s processes and systems ensure that all Personal Data is encrypted whilst in transit or in storage. Sage has implemented logging mechanisms to track data flows. Sage users have restricted access to transaction data.</i></p>
Data transfer control	<p><i>Sage has implemented logging and monitoring which enable tracking of changes and any addition/modification/deletion of data and by whom. Additionally, Sage has also implemented role-based access mechanisms along with dual factor authentication.</i></p>
Entry control	<p><i>Sage has defined and implemented standard process and policies which require special approval the concerned parties within its business, including: operational, legal and technical teams. Pre-identified individuals from Sage’s Live Services team are only involved in the actual processing of transaction data. Pre-defined processes are in place to</i></p>
Instruction control	

ensure that the confidentiality and the integrity of such data is maintained.

Sage has implemented well defined disaster recovery plans which are tested on a regular basis. Sage has implemented two data centres, which operate in a fail-over mode. Data is replicated between each data centre. Backup procedures and schedules have been defined and implemented.

Availability control

Data is separated both by logical and physical access controls. Network segmentations are in place to ensure that data is stored in the most restrictive zone of the network. Access to the data processing systems and the data itself is restricted by role-based privileges and dual factor authentication. All access to the data systems and the data is logged and monitored. The production environment is completely segregated from the test environment.

Separation control