

## Terms of use

### 1. About these terms of use

These terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website [www.sage.com](http://www.sage.com) ("our site").

Please read these terms carefully before you start using our site, as these will apply to your use of our site and form a legal agreement between you and us in relation to your access and use of our site. By accessing our site you are deemed to have accepted these terms of use and you agree to comply with them. If you do not agree to them you must not use our site.

These terms of use refer to our [Privacy Policy](#) which also applies to your use of our site. Our [Privacy Policy](#) sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and warrant that all data provided by you is accurate.

We have tried to ensure that our site is as accessible as possible. This means that as many people as possible can find the information they need.

### 2. About us

The Sage Group plc is a public limited company registered in England and Wales under company registration number 2231246 and with its registered office at North Park, Newcastle upon Tyne, NE13 9AA ("Group" or "us" or "we" or "our").

#### North America:

PAI Services, LLC d/b/a Sage Payroll Solutions, Sage Payments Solutions, Inc. Sage Payments Solutions EFT, Inc., Sage Software Canada, Ltd are all affiliates of the parent company Sage Software, Inc. The Sage Group plc is the ultimate parent of Sage Software, Inc.

Please see our [Contact Us](#) section for more information.

### 3. Changes to the terms of use and our site

We may change these terms of use from time to time and when we do, we will always update the terms of use on our site, so please try to read them frequently to see any updates or changes. If you continue to use our site after any changes are made, you are deemed to have accepted them. These terms of use were last updated on 11 May 2017.

We may update our site from time to time, and may change the content at any time. Our site is intended to be useful and informative, however, please note that although we take steps to ensure all information we provide on our site is accurate and up to date at the time of the last update, we do not promise that it will be

correct and complete or free from errors or omissions at any given time, and we are under no obligation to update it.

We will try to ensure that our site is always available to you but we have to be realistic and so we do not promise or guarantee that our site or any content on it will be continuously available. From time to time, we may restrict access to some or all parts of our site and we may suspend, withdraw, discharge or change all or part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

We also do not promise that your use of our site will be uninterrupted or error-free, or that our site and server will be free from attack (e.g. viruses). We recommend that you use your own appropriate virus checking software.

Please note that the content of this site does not constitute an invitation to invest in shares of The Sage Group plc. Our site includes statements that are forward-looking in nature, which involve known and unknown risks, uncertainties and other factors that may cause the actual results, performance or achievements of The Sage Group plc to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements.

Any information contained on this site as to the price at which shares or other securities in The Sage Group plc have been bought or sold in the past, or on the yield on such shares or other securities, should not be relied upon as a guide to future performance.

#### **4. Acceptable use of our site**

We are pleased to provide our site to you for use but you must use our site in an acceptable way. We take steps to ensure it is available to permitted users, including disabled users.

It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of our site. In general we will not tolerate any use of our site which damages or is likely to damage our reputation, the availability or integrity of our site or which causes us or threatens to cause us to incur any legal, tax or regulatory liability.

We want to make our site a safe and rewarding experience, so we have set out more detail and some examples on unacceptable use below.

As you might expect, you may only use our site for lawful purposes. For example, you must not use our site:

- In any way that breaches any applicable local, national or international law or regulation;
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- To send any unsolicited or unauthorised advertising or promotional material or any other form of unsolicited communications (spam); or
- To transmit any data, send or upload any material that contains any harmful programs, such as viruses, Trojan horses, worms or time bombs.

You also agree not to:

- Reproduce, duplicate, copy or re-sell any part of our site; or
- Access without authority, interfere with, damage or disrupt our site, or any related equipment, network or software.

We also ask that you comply with any relevant notices, policies and terms imposed by third parties whose websites, products or services you access through our site.

#### Interactive services

We may from time to time provide interactive services on our site. If we do provide any interactive service, we will provide clear information to you about the kind of service offered.

We will do our best to identify any possible risks to our users from third parties where they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site.

If we decide to moderate or monitor an interactive service, we will normally provide you with a means to contact the moderator, should you need to do so.

Our interactive services are not intended for use by children. Parents and guardians should not permit their children to use our interactive services, as these are only intended for use by businesses.

If you use our interactive services, you will also need to understand and comply with our content standards below.

#### Content Standards

If you contribute material to our site, you agree that any material you contribute will:

- Comply with all applicable laws and regulations;
- Be factually accurate and/or will represent genuinely held belief or opinion;
- Not be defamatory, offensive, hateful or inflammatory; and
- Not infringe confidentiality, or any copyright or other intellectual property rights of another person or third party.

You also agree and consent that we can use any content that you contribute to our site whenever and wherever we think appropriate, including in any publications or marketing materials.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

#### Our suspension and termination rights

We reserve the right to suspend the use of our site generally or block your access to any part of our site and/or suspend or terminate your rights to use our site or any part of it if we suspect misuse or any breach of these terms of use. We reserve the right to report any misuse of our site to any relevant authorities and to our advisors and to take any legal action against you to recover any loss we have suffered due to your actions. We further reserve the right to disclose any evidence we have which relates directly or indirectly to misuse.

#### **5. Links to and from our website**

You are allowed to establish links to our site providing you obtain our prior written consent. Links must only be made to the home page of our site and you are not entitled (nor shall you assist others) to set up links from your own website to our site by deep-linking, framing or otherwise, without our prior written consent. We

reserve the right to withdraw our consent at any time at our absolute discretion, and without the need to provide a reason.

Where our site provides links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over, and are not responsible for, the content, use by you or availability of those third party websites, for any product or services you purchase through those websites or for the treatment of any personal information you provide to any third party.

The products, services and websites of third party providers made available via our site are owned and operated by independent third parties. While we may co-brand these products or services with our own, we do not endorse those products or services or warrant the accuracy or reliability of any information provided to you by such third parties. In particular, we do not warrant or guarantee that you will be satisfied with the products and/or services supplied by third parties and you should make whatsoever enquiries you feel are necessary before proceeding with any such transactions.

If you access and use other Sage websites or microsites from our site for example The Sage Business Index microsite, separate terms will apply to your use of such site. Therefore please ensure you read and agree to any such separate terms before using other Sage sites and microsites.

## **6. Intellectual property rights**

The design and content of our site, and the material published on it, is protected by copyright and is owned by us and our licensors. All such rights are reserved. We and our licensors retain the exclusive right to authorise or prohibit the direct or indirect, temporary or permanent reproduction of our site by any means and in any form, in whole or in part, and to make our site available to the public, and to distribute any copyright protected material in our site (including without limit, any online software or courses). You agree not to copy, adapt, alter or create any derivative work from any material on our site, or to restrict or inhibit the use or enjoyment of our site by anyone else.

We own various trademarks and registered trademarks (the “marks”). You may not use these marks, and/or any third party trademarks that appear on our site, other than as permitted by prior written licence from us, the licensor or by law. In particular, but without limitation, 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 us. Please notify us immediately if you become aware of any infringement of the marks.

All other intellectual property rights in the site are the property of us or our licensors. We may grant you express permissions relating to the use of material on our site from time to time but except where we do so, nothing in these terms or on our site confers any license or right to use any material on our site without the prior written approval of us or our licensors.

## **7. Registration and Passwords**

We may require you to register before we provide any non-chargeable services via our site. When you register, you agree to provide true, accurate, up to date and complete information as required by the relevant registration form made available to you via our site.

If at any time you choose, or we provide you with a password, a user identification code or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to a third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any provisions of these terms of use.

If you know or suspect that anyone other than you knows your identification code or password, you must promptly notify us via our [Contact Us](#) page.

#### **8. Cookies**

We use cookies on our site (which are small text files that allow our site to “remember” who you are). Further information about cookies, how we use them to store and access information about you and how you can choose to reject cookies can be found in our [Privacy Policy](#).

#### **9. Privacy and your personal information**

Our site includes areas where you are requested to input information about yourself. Any personal data you submit to us through the site shall be subject to the terms of our [Privacy Policy](#) which also forms part of these terms of use.

#### **10. What happens if things don't go as planned?**

We will always try to ensure our site and the material on it meets the standards we have promised and that you can use our site as intended in relation to your business. However, because of the nature of our site and the wide range of information we provide, sometimes things may go wrong. If we are at fault, we will always try to resolve any problems we have caused, but unfortunately we will not compensate you for any loss or damage you might suffer (of any nature and however caused) in connection with:

- Our site; or
- Your use, inability to use, or result of your use of our site, any websites linked to our site and any materials posted on our site; or
- The use of (or any inability to use) any interactive service on our site, whether the service is moderated or not.

We assume no responsibility for the content of websites linked to our site. Such links should not be interpreted as endorsed by us. We will not be liable for any loss or damage that may arise from your use of such websites.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or in any website linked to it.

Of course, this does not affect our liability for death or personal injury arising from our negligence or our liability for fraud (including fraudulent misrepresentation) in the unlikely event that this should happen. Or any other liability which we are not allowed to limit or exclude at law.

#### **11. General**

If a court or other competent authority rules that any of these terms are void or unenforceable in whole or in part, the other terms and the remainder of the void or unenforceable term will still be valid.

If you are a consumer, your legal rights are not affected by these terms.

If we fail to exercise, or delay in exercising a right or remedy provided by these terms of use or by law that does not mean we give up those or any other rights or remedies. We reserve the right to exercise those rights or remedies in the future.

These terms and the use of this site and its content shall be governed by and construed in all respects in accordance with English law. We and you agree that

the English courts shall have non-exclusive jurisdiction to settle any claims or proceedings relating to these terms or their subject matter.

**12. If you need to get in touch?**

If you would like to contact us about our site or any material on it, please visit our [Contact Us](#) page.

**Thank you for visiting our site.**