

Sage Bank Feeds Service Terms (last updated May 2018)



THESE TERMS GOVERN YOUR ACCESS TO AND USE OF SAGE BANK FEEDS ONLY AND DO NOT AFFECT ANY OTHER AGREEMENT WITH SAGE RELATING TO USE OF OTHER SAGE SERVICES.

YOU ACCEPT AND AGREE TO THESE TERMS EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT INCORPORATES THESE TERMS OR BY PROCEEDING TO USE SAGE BANK FEEDS.

BY ACCEPTING THESE TERMS YOU REPRESENT THAT YOU HAVE THE CAPACITY TO BE BOUND BY THEM AND IF YOU ARE ACTING ON BEHALF OF A COMPANY OR ENTITY THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY.

IF YOU DO NOT AGREE WITH OR OTHERWISE ACCEPT THESE TERMS, YOU MAY NOT USE SAGE BANK FEEDS.

1. Definitions and interpretation

1.1 The following definitions apply in these Terms:

“**Affiliate**” any company, that company’s parent or any subsidiaries of any such parent company;

“**Account**” an account with your Bank which you use for business purposes;

“**Bank**” the bank or other financial institution with whom you hold an Account;

“**Bank Account Data**” all transaction and other account data relating to each Account designated by you;

“**Card Data**” data relating to a debit or credit card or debit or credit cardholder including the primary account number, the cardholder name, the expiry date, and any other data which is governed by PCI-DSS;

“**Collateral**” our digitally available content, for example online user guides, help and training materials, that we make available from time to time in respect of Sage Bank Feeds;

“**Content**” information developed by us or obtained by us from our content licensors or publicly available sources and provided to you in connection with Sage Bank Feeds as more fully described in the Collateral;

“**Customer Data**” any data and information submitted on your behalf into Sage Bank Feeds or collected and processed by or for you using Sage Bank Feeds, including Bank Account Data but excluding Content;

“**Customer Personal Data**” has the meaning set out in clause 3.14.

“**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;

“**Data Processor**” means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller;

“**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;

“**Force Majeure Event**” any circumstance not within a party’s reasonable control including, for example, acts of God, fire, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil commotion, war, sanctions, embargo, law or act by government, labour or trade dispute, non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause) or interruption or failure of utility service, network or internet service provider;

“**GDPR**” means EU General Data Protection Regulation 2016/679;

“**Information**” all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Information includes Customer Data. Our Information includes Sage Bank Feeds and Content. Information of each party includes these Terms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Information excludes information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use or reference to the Disclosing Party’s Information;

“**Malicious Code**” code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses;

“**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

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specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;;

“**PCI-DSS**” means the Payment Card Industry Data Security Standard;

“**Privacy Notice**” means Sage’s privacy notice posted on www.sage.com (or such other URL as Sage may notify to you) and which may be amended by Sage from time to time;

“**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;

“**Sage Account Information**” information you provide to us in connection with your customer account with Sage such as your name and contact details and those of your employees but excluding Customer Data;

“**Sage Bank Feeds**” means the service offered by Sage currently known as Sage Bank Feeds which allows Sage customers to import Bank Account Data into Sage Services;

“**Sage Services**” the products, solutions and services provided by Sage or its Affiliates and used by you or your Affiliates;

“**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;

“**Terms**” these terms and conditions, the Exhibits and any other documentation or terms and conditions referred to within any of them;

“**User**” an individual who you authorise to use a Sage Service and for who you have issued a user identification and password. Users may include your own employees, consultants, contractors and agents, professional advisors including accountants (“**Advisors**”) and third parties with which you transact business;

“**we**” “**us**” “**our**” “**Sage**” the Sage entity as follows: If you are domiciled in (i) Europe, Middle East, Africa, Asia or Australia, **Sage Global Services Limited** a company incorporated in England (company registration number 09506951) whose registered office is at North Park, Newcastle upon Tyne, NE13 9AA; and (ii) if you are domiciled in North, Central or South America, Canada or the Caribbean, **Sage Global Services US, Inc.**, a Delaware corporation; and

“**you**” or “**your**” means (i) in the case of a customer of Sage Bank Feeds, the person, company or other legal entity accepting these Terms and, where Sage Services are procured on behalf of an Affiliate “**you**” and “**your**” shall include such Affiliate as the context requires; and (ii) in the case of Advisors such as accountants acting for and on behalf of its client who is a customer of Sage Bank Feeds (“**Customer**”), the advisor or accountant. Where ‘**you**’ or ‘**your**’ means Advisors, references to Account and Bank shall refer to Customers’ Account and Bank accordingly.

1.2 In the event of any conflict between these terms and conditions, or the Exhibits, then the Exhibits shall prevail in respect of the applicable third party Service and these terms and conditions shall prevail over any other conflict.

2. OUR RESPONSIBILITIES

2.1 We will:
2.1.1 make Sage Bank Feeds available to you pursuant to these Terms; and
2.1.2 provide our standard support for Sage Bank Feeds; and
2.1.3 use commercially reasonable efforts to make Sage Bank Feeds available in accordance with any advertised service availability levels, except for: (i) planned downtime, and (ii) any unavailability caused by a Force Majeure event.

2.2 We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Collateral. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by our personnel except (a) to provide Sage Bank Feeds and prevent or address service or technical problems, (b) as compelled by law, or (c) as you expressly permit in writing (or, if you are an Advisor, as Customer expressly permits in writing).

2.3 We will be responsible for the performance of our personnel (including our employees and contractors) and their compliance with our obligations under these Terms, except as otherwise specified within these Terms.

3. YOUR USE OF SAGE BANK FEEDS

The service and activation

3.1 Sage Bank Feeds is a service for businesses which allows you to import business Bank Account Data into Sage Services directly from your Bank.

3.2 If you are an Advisor, you agree to be bound by these Terms as if you were a customer of Sage Bank Feeds. You further acknowledge that you have the prior written consent or authority of Customer to access, operate and authorise actions made to Customer’s Account, Bank, Bank Account Data, Card Data and Customer Data under these Terms.

3.3 Sage Bank Feeds is only available with eligible Sage Services as specified in our Collateral and you must have

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- an active licence to use an eligible Sage Service in order to use Sage Bank Feeds.
- 3.4 You agree to complete the relevant on-boarding process as determined by your Bank to enable you to activate Sage Bank Feeds. This may include providing further information to your Bank, including completing appropriate consent forms to enable your Bank to activate your Bank Account Data feed.
- 3.5 Following activation of Sage Bank Feeds, your Bank Account Data will be imported into your Sage Service automatically at a regular frequency and time depending on your Bank. You can find out more about the frequency and estimated feed delivery times in our Collateral.
- 3.6 You understand, acknowledge and agree:
- 3.6.1 that Sage Bank Feeds is a business finance information management service providing you with more comprehensive information in your Sage Service based on data provided by your Bank; however it is not intended to provide legal, financial or tax advice and you rely on the information provided by Sage Bank Feeds at your own risk;
- 3.6.2 that Sage Bank Feeds is designed for businesses and you agree not to provide us with nor authorise your Bank to provide us with details of or data relating to personal or non-business Bank Accounts;
- 3.6.3 that Sage Bank Feeds is not designed to receive Card Data and you agree not to provide us with nor authorise your Bank to provide us with any Card Data; and
- 3.6.4 to provide true, accurate, current, and complete information about yourself and your Bank Accounts and you agree to not misrepresent your identity or your Bank Account information.
- 3.7 By importing your Bank Account Data into your Sage Service, you understand and agree that:
- 3.7.1 Users who are authorised to use your Sage Service will be able to access your Bank Account Data according to the User access permissions set for your Sage Service. We recommend you carefully consider your Sage Service access rights to ensure the confidentiality of your Bank Account Data; and
- 3.7.2 Bank Account Data will remain in your Sage Service until it is deleted by you or it is otherwise deleted in accordance with the relevant terms and conditions for that Sage Service.
- The rights you grant to us
- 3.8 By using Sage Bank Feeds, you authorize Sage to access, receive, reconfigure and store your Bank Account Data relating to those Bank Accounts designated by you, on your behalf, and to import this into your Sage Service. You acknowledge and agree that Sage is authorised to liaise with your Bank on your behalf in respect of your Bank Account Data for the purpose of providing Sage Bank Feeds to you. You understand that Sage will have access to all of your Bank Account Data including all transactional data (as opposed to specified time periods).
- 3.9 For the purposes of Sage Bank Feeds, you grant Sage a limited power of attorney, and appoint Sage as your attorney-in-fact and agent, to access your Bank Account Data, retrieve and use your Bank Account Data with the full power and authority to do and perform each thing necessary in connection with such activities as you could do in person. You acknowledge and agree that when Sage is accessing and retrieving your Bank Account Data from your Bank, Sage is acting as your agent, and not as the agent of or on behalf of the Bank.
- 3.10 You understand and agree that Sage Bank Feeds is not sponsored or endorsed by your Bank or any other third parties.
- Your consent
- 3.11 In order to use Sage Bank Feeds, you agree to provide consent to your Bank in accordance with their specified consent processes to enable the activation of your Bank Account Data feeds.
- 3.12 You represent that you are a legal owner of, and that you are authorised to provide us with, all registration and Account information necessary to facilitate your use of Sage Bank Feeds without any restrictions or limitations. If you are an Advisor, you represent that you have Customer's authority and consent to provide us with all registration and Account information necessary.
- 3.13 You may withdraw your consent for the provision of your Bank Account Data to Sage for one or more Bank Accounts at any time by contacting your Bank directly. Following our receipt of confirmation from your Bank that your consent has been withdrawn in respect of a Bank Account, we will stop the data feed which imports the relevant Bank Account Data into your Sage Service as soon as reasonably practicable. Please note there may be a delay between the date you withdraw your consent and cessation of your Bank Account Data feed depending on when we receive notification of the withdrawal of your consent from your Bank. You agree that Sage is not obliged to stop the relevant Bank Account Data feed until we have received confirmation of the withdrawal of your consent from your Bank.
- How we use your Customer Data (including Bank Account Data), Personal Data and Sage Account Information
- 3.14 For the purposes of these Terms, the parties agree that you are the Data Controller in respect of Personal Data contained within Customer Data (excluding Sage Account Information) ("Customer Personal Data") and as Data Controller, you have sole responsibility for its legality, reliability, integrity, accuracy and quality.
- 3.15 You warrant and represent that:
- 3.15.1 you will comply with and will ensure that your instructions for the Processing of Customer Personal Data will comply the Data Protection Laws;
- 3.15.2 you are authorised pursuant to the Data Protection Laws to disclose any Customer Personal Data which you disclose

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- or otherwise provide to us regarding persons other than yourself;
- 3.15.3 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:
- 3.15.3.1 you to disclose the Customer Personal Data to us;
- 3.15.3.2 us to Process the Customer Personal Data for the purposes set out in these Terms; and
- 3.15.3.3 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.
- 3.16 To the extent that Sage Processes any Customer Personal Data as part of Sage Bank Feeds, the terms of Exhibit B shall apply and the parties agree to comply with such terms.
- 3.17 Where, and to the extent we Process your Personal Data as a Data Controller in accordance with our [Privacy Notice](#), (including your Sage Account Information) we shall comply with all Data Protection Laws applicable to us as Data Controller.
- 3.18 You agree that we may record, retain and use Customer Data generated and stored during your use of Sage Bank Feeds (including Customer Personal Data, which we shall Process as Data Controller as set out in our [Privacy Notice](#), on the basis of our legitimate business interests), in order to:
- 3.18.1 deliver advertising, marketing (including in-product messaging) or information to you which may be useful to you, based on your use of Sage Bank Feeds;
- 3.18.2 carry out research and development to improve our, and our Affiliates', services, products and applications;
- 3.18.3 develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) to you and other Sage customers;
- 3.18.4 provide you with location based services (for example location relevant content) where we collect geo-location data to provide a relevant experience,
- 3.19 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 3.20, please contact us at the email address set out in the [Privacy Notice](#).
- Service restrictions and your obligations
- 3.20 You are permitted to use content delivered to you through Sage Bank Feeds only on Sage Bank Feeds.
- 3.21 Sage Bank Feeds is only available to bona fide business end-users with a requirement for services of the nature of those that we provide. We reserve the right to terminate these Terms without further liability to you where we have reasonable grounds to suspect that your use of Sage Bank Feeds is for competitive purposes (including competitive monitoring, assessment or otherwise).
- 3.22 You shall:
- 3.22.1 remain responsible for Users' and your Affiliate's compliance with these Terms;
- 3.22.2 be responsible for the accuracy, quality and legality of Customer Data and the means by which you acquire Customer Data;
- 3.22.3 use commercially reasonable efforts to prevent unauthorised access to or use of Sage Bank Feeds and Content, and notify us promptly of any such unauthorised access or use;
- 3.22.4 use Sage Bank Feeds and Content only in accordance with the Collateral and applicable law and regulation.
- 3.23 You shall not:
- 3.23.1 (with the exception of Advisors who may use Sage Bank Feeds on behalf of Customers) make Sage Bank Feeds or Content available to, or use Sage Bank Feeds or Content for the benefit of, anyone other than you, your Affiliates or Users;
- 3.23.2 sell, resell, license, sublicense, distribute, rent or lease Sage Bank Feeds or Content, or include a Sage Bank Feeds or Content in a service bureau or outsourcing offering;
- 3.23.3 use Sage Bank Feeds to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- 3.23.4 use Sage Bank Feeds to store or transmit Malicious Code;
- 3.23.5 interfere with or disrupt the integrity or performance of Sage Bank Feeds or third-party data contained therein;
- 3.23.6 attempt to gain unauthorized access to any Content, Sage Bank Feeds or its related systems or networks;
- 3.23.7 permit direct or indirect access to or use of Sage Bank Feeds or Content in a way that circumvents a contractual usage limit;
- 3.23.8 copy Content or Sage Bank Feeds or any part, feature, function or user interface except as expressly permitted by these Terms;
- 3.23.9 frame or mirror any part of Sage Bank Feeds or Content other than framing on your own intranets or otherwise for your own internal business purposes or as permitted in the Collateral;
- 3.23.10 access Sage Bank Feeds or Content in order to build a competitive product or service; or
- 3.23.11 reverse engineer or reverse compile Sage Bank Feeds or its technology.
- 3.24 If we are required by a licensor to remove Content or receive information that Content provided to you may violate applicable law or third-party rights, we may so notify you and in such event you will promptly remove such Content from your systems.

4. OUR RELATIONSHIP

Sage Bank Feeds is a service provided by Sage. Sage is responsible for the provision of the Sage Bank Feeds service and for the handling of your Bank Account Data within our possession or control from the point we successfully receive your Bank Account Data from your Bank. Your Bank is responsible for the handling of your Bank Account Data until the point it is successfully received by us. Your Bank is responsible for the provision of your Bank Account Data according to the consent you provide to your Bank and the terms and conditions agreed between you and your Bank. Your relationship with your Bank is separate and is a matter for you and your Bank. Sage is not responsible for any acts or omissions of your Bank.

5. PROPRIETARY RIGHTS AND LICENSES

5.1 Subject to the limited rights expressly granted under these Terms, we and our licensors reserve all of right, title and interest in and to Sage Bank Feeds and Content, including all related intellectual property rights. No rights are granted to you other than as expressly set out in these Terms.

5.2 We grant to you a worldwide, limited-term license to use Sage Bank Feeds and the Content, subject to these Terms and the Collateral.

5.3 You grant us and our Affiliates a worldwide, limited-term license to host, copy, transmit and display Customer Data, as necessary for us to provide Sage Bank Feeds in accordance with these Terms. Subject to the limited licenses granted within these Terms, we acquire no right, title or interest under these Terms in or to Customer Data.

5.4 You grant to us and our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Sage Bank Feeds any suggestion, enhancement request, recommendation, correction or other feedback provided by you or users relating to the operation of Sage Bank Feeds.

5.5 You grant to us a non-exclusive non-transferable right to use your name and logo in our marketing or promotional material during the period of these Terms for the purpose of identifying you as a customer.

6. CONFIDENTIALITY

6.1 Each party shall treat the other's Information and the content of these Terms as confidential and will not at any time copy, use or disclose to any person the other's Information, except as permitted by these Terms or as otherwise authorised by the other party in writing.

6.2 Either party may disclose the other's Information:

6.2.1 to that party's employees, contractors, officers, representatives, advisers or Affiliates (as applicable) who need to know such information for the purposes of carrying out a party's obligations under these Terms. Each party will ensure that their respective employees, contractors, officers, representatives, advisers and Affiliates to whom the Information is disclosed comply with this section 6; and

6.2.2 as may be required by law, court order or any governmental or regulatory authority. Where legally permissible the party required to disclose Information of the other shall attempt to provide the other party with prior notice of such disclosure together with any reasonable assistance (at the other party's cost) as that other party may require to avoid such disclosure.

7 REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

7.1 Each party represents that:

7.1.1 it has validly entered into these Terms and has the legal power to do so; and

7.1.2 that the person entering into these Terms on its behalf has the power to bind that party and its Affiliates (as the case may be).

7.2 We warrant that (a) Sage Bank Feeds will perform materially in accordance with its Collateral, (b) we will not materially decrease the functionality of Sage Bank Feeds during a subscription term, and (c) Sage Bank Feeds and Content will not introduce Malicious Code into your systems. For any breach of an above warranty, your exclusive remedies are those described in section 10.4.

7.3 EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE WITHIN THESE TERMS, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7.4 SAGE BANK FEEDS AND CONTENT IS PROVIDED "AS IS," AND NO REPRESENTATIONS, CONDITIONS OR WARRANTIES ARE GIVEN IN RESPECT OF SAGE BANK FEEDS AND CONTENT.

8 MUTUAL INDEMNIFICATION

8.1 We shall defend you against any claim, demand, suit or proceeding made or brought against you by a third party alleging that the use of Sage Bank Feeds in accordance with these Terms infringes or misappropriates such third party's intellectual property rights, and will indemnify you from any damages, legal fees and costs finally awarded against you as a result of, or for amounts paid by you under a court-approved settlement of such claim, provided you (a) promptly give us written notice of such claim; and (b) give us sole control of the defence and settlement of such claim (except that we may not settle such claim unless it unconditionally releases you of all liability); and (c) give us all reasonable assistance at our expense. If we receive information about an infringement claim related to Sage Bank Feeds, we may in our discretion and at no cost to you (i) modify Sage Bank Feeds so that it no longer infringes, without breaching our warranties under section 7.2; or (ii) obtain a license for your continued use of Sage Bank Feeds in accordance with these Terms; or (iii) terminate your subscriptions for Sage Bank Feeds upon 30 days' written notice and refund you any prepaid fees

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covering the remainder of the term of the terminated subscriptions. The above defence and indemnification obligations do not apply to the extent such claim arises from Content, your breach of these Terms or your continued use of the infringing element of Sage Bank Feeds after we have notified you not to use it.

8.2 You will defend us against any claim, demand, suit or proceeding made or brought against us by a third party alleging that Customer Data, or your use of Sage Bank Feeds or Content in breach of these Terms, infringes such third party's intellectual property rights or violates applicable law, and will indemnify us from any damages, attorney fees and costs finally awarded against us as a result of, or for any amounts paid by us under a court-approved settlement of such claim, provided we (a) promptly give you written notice of such claim; (b) give you sole control of the defence and settlement of such claim (except that you may not settle such claim unless it unconditionally releases us of all liability), and (c) give you all reasonable assistance, at your expense. If you are an Advisor you will also defend us against any claim, demand, suit or proceeding brought against us as a result of your breach of clause 3.2 or our withdrawal of your access to Sage Bank Feeds pursuant to clause 10.3.

8.3 This section 8 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section 8.

9 LIMITATION AND EXCLUSION OF LIABILITY

9.1 SAGE'S TOTAL AGGREGATE LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH SAGE BANK FEEDS AND/OR THESE TERMS WILL IN NO EVENT EXCEED THE SUM OF £500 (FIVE HUNDRED POUNDS STERLING) OR EQUIVALENT LOCAL CURRENCY IN THE REGION WHERE SAGE BANK FEEDS IS DELIVERED. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT, STRICT LIABILITY OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

9.2 IN NO EVENT WILL SAGE HAVE ANY LIABILITY TO YOU FOR ANY DAMAGE CAUSED BY ANY THIRD PARTY (INCLUDING A BANK), THIRD-PARTY HOSTING PROVIDERS, LOST PROFITS, REVENUES OR (SUBJECT TO SECTION 9.3) LOSS OF OR DAMAGE TO DATA, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

9.3 IN THE EVENT OF A LOSS OF OR DAMAGE TO YOUR CUSTOMER DATA CAUSED BY US WE AGREE TO TAKE REASONABLE STEPS TO RESTORE THE LOST OR DAMAGED DATA AS SOON AS REASONABLY PRACTICABLE HAVING REGARD TO THE NATURE OF THE LOSS OR DAMAGE AND ALL THE CIRCUMSTANCES.

9.4 YOU AND WE EACH AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 9 ARE FAIR AND REASONABLE

HAVING REGARD IN PARTICULAR TO THE NATURE OF SAGE BANK FEEDS, THE FACT THAT WE HAVE NOT DEVELOPED SAGE BANK FEEDS SPECIFICALLY FOR YOU, THE ALTERNATIVE AVAILABLE COMPETITOR OPTIONS IN THE MARKET, THE FACT THAT IT IS NOT ECONOMICALLY POSSIBLE FOR US TO CARRY OUT ALL THE TESTS NECESSARY TO MAKE SURE THERE ARE NO PROBLEMS WITH SAGE BANK FEEDS AND THAT SAGE BANK FEEDS IS A FREE OF CHARGE SERVICE.

9.5 NOTHING IN THIS SECTION 9 SHALL BE DEEMED TO EXCLUDE OR LIMIT LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

10 TERM AND TERMINATION

10.1 These Terms commence on the date you first accept them and continue until your use of Sage Bank Feeds has expired or otherwise terminates.

10.2 As Sage Bank Feeds is a service which is dependent on you having an active licence for a Sage Service, these Terms will automatically terminate if your agreement with Sage for use of Sage Services which integrate with Sage Bank Feeds expires or is otherwise terminated.

10.3 These Terms will automatically terminate if: (a) in the case of a customer, we receive notification from your Bank that you have withdrawn your consent to the provision of your Bank Account Data for all Accounts which were previously included in Sage Bank Feeds; or (b) in the case of an Advisor, we receive notification from Customer that it has withdrawn its consent for you to act for and on behalf of it under these Terms, in which case your right to Sage Bank Feeds and any related Sage Services under these Terms shall cease immediately.

10.4 You or we may terminate these Terms:

10.4.1 upon 30 days written notice to the other party of a material breach if such breach remains unremedied at the expiration of such period; or

10.4.2 where permitted by applicable law, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Where termination is not permissible under applicable law for this reason we will require such assurances as we may reasonably request concerning payment to continue your access to Sage Bank Feeds.

10.5 We reserve the right to suspend, withdraw or terminate Sage Bank Feeds (in whole or in part) at any time on notice to you and these Terms shall terminate automatically in the event of Sage's withdrawal or termination of Sage Bank Feeds.

10.6 Upon request by you made within 90 days after the effective date of termination or expiration of these Terms, we will make the Customer Data available to you for export or download as provided in the Collateral. After that 90-day period, we will have no obligation to maintain or provide Customer Data, and will thereafter delete or destroy all copies of Customer Data in our systems or otherwise in our possession or control as provided in the Collateral, unless legally prohibited.

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10.7 Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these Terms shall remain in full force and effect.

10.8 Termination or expiry of these Terms shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination or expiry.

11 GENERAL PROVISIONS

11.1 The Content, Sage Bank Feeds or other technology we make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Sage Service or Content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

11.2 Neither party may assign any of its rights or obligations under these Terms without the other party's prior written consent (not to be unreasonably withheld) except that either party may assign these Terms in their entirety, without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favour of, a direct competitor of the other party, then such other party may terminate these Terms upon written notice. In the event of such a termination, we will refund to you any prepaid fees covering the remainder of the term of all subscriptions. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.3 Other than our Content licensors, there are no other third-party beneficiaries under these Terms. Except as expressly set out in these Terms, a person who is not a party to these Terms will have no rights to enforce any terms of these Terms.

11.4 These Terms constitute the entire understanding between the parties with respect to their subject matter and supersedes all prior agreements, negotiations and discussions between the parties relating to them. Each party agrees that it has not relied on any representations or statements in entering into these Terms which are not set out expressly in them, except this does not exclude a party's liability for fraud.

11.5 If a court or similar body decides that any wording in these Terms cannot be enforced, that decision will not affect the rest of these Terms. If the unenforceable wording could be enforced if part of it is deleted, the parties will treat the relevant part of the wording as if deleted.

11.6 Each party is an independent contractor and neither party will represent itself as agent, servant, franchisee, joint venturer or legal partner of the other.

11.7 If a party fails to, or delay in, exercising any rights under these Terms, that will not mean that those rights cannot be exercised in the future.

11.8 These Terms are drafted in English. If these Terms are translated into any other language, the English language text will prevail. The parties have expressly requested and required that these Terms and all other related documents by drawn up in the English language.

12 NOTICES, GOVERNING LAW AND JURISDICTION

12.1 Except as otherwise specified in these Terms, all notices, permissions and approvals shall be in writing and shall be deemed to have been given upon: (i) personal delivery, the second business day after mailing; (ii) the second business day after sending by confirmed facsimile, or (iii) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to you shall be addressed to the relevant billing contact designated by you. All other notices to you shall be addressed to the relevant Sage Services system administrator designated by you. For us notices should be sent as follows:

Entity	Address
Sage Global Services Limited	North Park, Newcastle upon Tyne, NE13 9AA, England.
Sage Global Services US, Inc.	271 17 th St. NW, Suite 1100, Atlanta, GA 30363, United States

12.2 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of the Sage entity that you are contracting with as follows:

Entity	Law
Sage Global Services Limited	English Law.
Sage Global Services US, Inc.	The laws of the State of Georgia and controlling United States federal laws.

12.3 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the country and State (as applicable) set out above over any claim or matter arising out of or in connection with these Terms or the legal relationships established by them.

12.4 We are entering into these Terms as principal and not as agent for any other Sage company. Subject to any permitted assignment under section 11.2, the obligations owed by us under these Terms shall be owed to you solely by us and the obligations owed by you under these Terms shall be owed solely to us.

Sage Bank Feeds Service Terms (last updated May 2018)



EXHIBIT A

The following terms and conditions also apply to the Services to the extent applicable.

Sage uses bank feeds service providers to facilitate its bank feeds service to the extent it does not have a direct bank feed relationship with the relevant bank.

You will need to provide your internet banking credentials to our service providers to take advantage of this service and agree the additional terms and conditions set out below.

Plaid Service

In relation to those services provided to you under this Agreement by Plaid Technologies, Inc.:

By using our Bank Feeds Service Provider Plaid, you authorise Plaid to have the right, power and authority to act on your behalf to access and collect such information from the relevant financial institutions.

You also agree that Plaid is permitted to use, disclose and store Customer Data in accordance with Plaid's privacy policy at <https://plaid.com/legal/#privacy-policy>.

Yodlee Service

In relation to those services provided to you under this Agreement by Yodlee, Inc.:

Provide Accurate Information. You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

Proprietary Rights. You are permitted to use content delivered to you through the Bank Feeds Service only on the Bank Feeds Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the Bank Feeds Service technology, including but not limited to, any Java applets associated with the Bank Feeds Service.

Content You Provide. You are licencing to us and our Bank Feeds Service Provider Yodlee Inc. ("**Yodlee**"), any information, data, passwords, materials or other content (collectively, "Content") you provide through or to the Bank Feeds Service. Sage and Yodlee may use, modify, display, distribute and create new material using such Content to provide the Bank Feeds Service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Sage and Yodlee may use the Content for the purposes set out above. As between Sage and Yodlee, Sage owns your confidential account information.

Third Party Accounts. By using the Bank Feeds Service, you authorize Sage and Yodlee to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant Sage and Yodlee a limited power of attorney, and you hereby appoint Sage and Yodlee as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN SAGE OR YODLEE ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, SAGE AND YODLEE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the Bank Feeds Service is not endorsed or sponsored by any third party account providers accessible through the Bank Feeds Service.

DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(1) YOUR USE OF THE BANK FEEDS SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE BANK FEEDS SERVICE IS AT YOUR SOLE RISK. THE BANK FEEDS SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SAGE AND YODLEE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE BANK FEEDS SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE BANK FEEDS SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

(2) SAGE AND YODLEE MAKE NO WARRANTY THAT (i) THE BANK FEEDS SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE BANK FEEDS SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE BANK FEEDS SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY

Sage Bank Feeds Service Terms (last updated May 2018)



PRODUCTS, BANK FEEDS SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE BANK FEEDS SERVICE WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE BANK FEEDS SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITEN, OBTAINED BY YOU FROM SAGE OR YODLEE THROUGH OR FROM THE BANK FEEDS SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY. YOU AGREE THAT NEITHER SAGE OR YODLEE NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF SAGE OR YODLEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE BANK FEEDS SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND BANK FEEDS SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR BANK FEEDS SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE BANK FEEDS SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE BANK FEEDS SERVICE; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE BANK FEEDS SERVICE.

Indemnification. You agree to protect and fully compensate Sage and Yodlee and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of the Bank Feeds Service, your violation of these terms or your infringement, or Infringement by any other user of your account, of any intellectual property or other right of anyone.

You agree that Yodlee is a third party beneficiary of the above provisions, with all rights to enforce such provisions as if Yodlee were a party to this Agreement.

EXHIBIT B

Data Protection

1. Interpretation

1.1. Where there is any inconsistency between these terms of conditions and the terms of this Exhibit B, the terms of this Exhibit B shall take precedence.

2. Processing of Personal Data

2.1. During the term of this agreement we warrant and represent that we:

2.1.1 shall comply with the Data Protection Laws applicable to us whilst such Personal Data is in our control;

2.1.2 when acting in the capacity of a Processor, shall only Process the Personal Data:

2.1.2.1 as is necessary for the provision of Sage Bank Feeds under these Terms and the performance of our obligations under these Terms; or

2.1.2.2 otherwise on your documented instructions.

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 Sage Bank Feeds under these Terms.

3. Obligations of Sage

3.1. Sage shall:

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

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:

3.1.2.1 notifications to Supervisory Authorities;

3.1.2.2 prior consultations with Supervisory Authorities;

3.1.2.3 communication of any breach to Data Subjects; and

3.1.2.4 privacy impact assessments.

4. Personnel

4.1. Sage shall:

4.1.1. take reasonable steps to ensure the reliability of any personnel who may have access to the Personal Data;

4.1.2. ensure that access to the Personal Data is strictly limited to those individuals who need to know and/or access the Personal Data for the purposes of these Terms; and

4.1.3. ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.2. If so required by Data Protection Laws, Sage shall appoint a data protection officer and make details of the same publicly available.

5. Security and Audit

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 Personal 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 clause 5.3 below.

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 B, 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.

5.3. Sage operates, maintain and enforce an information security management programme ("**Security Program**") which is consistent with recognised industry best practice. The Security Program contains appropriate administrative, physical, technical and organisational safeguards, policies and controls in the following areas:

- Information security policies
- Organization of information security
- Human resources security
- Asset management
- Access control
- Cryptography
- Physical and environmental security
- Operations security
- Communications security
- System acquisition, development and maintenance

- Supplier relationships
- Information security incident management
- Information security aspects of business continuity management
- Legislative, regulatory and contractual compliance

6. Data Breach

- 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.

7. Transfer of Personal Data outside the EEA

- 7.1. You expressly agree that we may transfer Personal 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.
- 7.2. You acknowledge that the provision of Sage Bank Feeds may require the Processing of Personal Data by sub-processors in countries outside the EEA. In particular Sage Bank Feeds hosts your Personal Data using third parties whose Data Centers are located in the United States of America. 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.

8. Return and deletion

- 8.1 At your option, Sage shall delete or return all Personal Data to you at the end of the provision of Sage Bank Feeds and delete all existing copies of Personal Data unless we are under a legal obligation to require storage of that data or we have another legitimate business reason for doing so. If you withdraw your consent for a Bank Account Data feed, Sage will retain the relevant Bank Account Data for up to 90 days during which time you may request a copy of such data or request that the Bank Account Data feed is reinstated. After this 90-day period, Sage will permanently delete your Bank Account Data. In all other circumstances, Sage will retain your Bank Account Data for up to three calendar years, after which point it will be deleted or anonymised if retained by us so that it cannot identify you.

9. Use of Sub-Processors

- 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 Exhibit shall be imposed on that sub-processor.
- 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 B.