

## **SAGE APP TERMS AND CONDITIONS**

(Last updated: October 2017)

### **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.**

THESE TERMS AND CONDITIONS GOVERN YOUR ACCESS TO AND USE OF OUR APP SERVICES ("TERMS").

BY DOWNLOADING OR USING THE APP, YOU ACCEPT THESE TERMS.

IF YOU DO NOT AGREE WITH OR OTHERWISE ACCEPT THESE TERMS, YOU MAY NOT USE OUR APPLICATION SERVICES.

### **WHO WE ARE AND WHAT THESE TERMS DO**

These Terms are between either (i) Sage Global Services Limited (registered number 09506951), whose registered office is at North Park, Newcastle upon Tyne, NE13 9AA ("**Sage**" "**we**" "**our**" or "**us**"); or (ii) the relevant Sage entity with whom you contract with in respect of any Sage software relating to the App; and you, the business entity which on accepting these terms, will be using the Services ("you" "your").

We license you to use the mobile application software ("App") and any updates or supplements to it and related online documentation ("Documentation"), as permitted in these Terms.

Certain Apps may be owned by Sage affiliates and accordingly, the relevant Sage affiliates may provide the App to you directly on our behalf under these Terms as if the Sage affiliate was an original party to it.

### **YOUR PRIVACY**

We will only use any personal data we collect through your use of the App and the Services in the ways set out in our [Privacy Policy](#).

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

By using the App, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and provide services to you.

### **ADDITIONAL TERMS FOR SPECIFIC PRODUCTS**

In addition to these Terms, you may also be subject to additional terms and conditions in respect of any other Sage products that you use and/or which integrate with the App ("Product License"). In the event of a conflict between these Terms and the Product License, these Terms shall prevail in respect of the App and/or Documentation and the Product License shall prevail in respect of the product.

### **APP STORE AND OTHER THIRD PARTY TERMS**

The ways in which you can use the App and Documentation may also be controlled by the particular app store's rules and policies from which you download the App and in the event of a conflict

between the app stores rules and policies and these Terms, the app stores rules and policies will prevail to the extent that there is a conflict concerning your use of the app store.

Our Apps may use and/or be reliant on third party services for them to operate effectively and correctly. Whilst we use reasonable efforts to ensure that such third parties commit to service availability wherever possible, Sage is not responsible for the availability of any third party services.

### **OUR RESPONSIBILITIES**

Access to the App is subject to availability of your mobile provider's network availability and an internet connection may be required. We are not responsible for the availability of services from your provider, including any loss, damage, error, or failure to transmit.

SAGE MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

- (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOU PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
- (ii) ANY LOSS, DAMAGE OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
- (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

### **YOUR RESPONSIBILITIES AND RESTRICTIONS**

You agree that you will:

- only use the App as permitted in accordance with these Terms and any Documentation;
- not copy the App or Documentation, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, alter, vary, adapt or modify, the whole or any part of the App or Documentation nor permit the App or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the App on devices permitted under these Terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App.

You must:

- not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example by hacking into or inserting malicious code, such as viruses, or harmful data, into any App or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App,

including by the submission of any material (to the extent that such use is not licensed by these Terms);

- not use the App in any way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from our systems or attempt to decipher any transmissions to or from the servers running any services.

You agree that you are solely responsible for ensuring that you have a compatible device and access to the internet.

## INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the App and the Documentation throughout the world belong to us (or our licensors as relevant) and the rights in the App are licensed (not sold) to you. You have no intellectual property rights in, or to, the App or the Documentation other than the right to use them in accordance with these Terms.

## LIMITATION OF LIABILITY

YOU AGREE THAT (I) THE APP AND ANY ASSOCIATED DOCUMENTATION IS PROVIDED "AS-IS" AND NO REPRESENTATIONS, CONDITIONS, WARRANTIES OR OTHER TERMS OF ANY KIND ARE GIVEN IN RESPECT OF IT; AND (II) WE HAVE NO OBLIGATION TO MAKE THE APP AVAILABLE AND YOUR ACCESS AND USE OF THE APP IS ENTIRELY AT YOUR DISCRETION.

Neither party excludes or limits their liability for fraud, death or personal injury arising out of negligence or any warranty as to title or quiet possession implied by statute.

Notwithstanding any other provision in these Terms, in no event shall Sage be liable to you whether in contract, tort (including negligence and breach of statutory duty), misrepresentation or otherwise howsoever caused for:

- special, indirect, incidental or consequential loss, costs, damages, charges or expenses
- loss of profits, loss of business and/or revenue, loss of contracts, lost working time, depletion of goodwill, loss of or corruption to data or information or loss of anticipated savings,

even if Sage knew or should have known of the possibility of such loss.

In any event, our total liability arising under or in connection with these Terms, whether in contract, tort, including negligence and breach of statutory duty, misrepresentation or otherwise howsoever caused shall in no event exceed £100.

## TERMINATION

We may withdraw the App and Documentation at any time in our sole discretion. We may also terminate your use of the App and Documentation in the event that we reasonably believe that you are in breach of these Terms.

You may stop using the App at any time by deleting the App from your device.

## UPDATES TO THE APP

We are committed to ensuring that the App is as useful as possible, therefore from time to time we may automatically update the App to improve performance, enhance functionality, reflect training to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.

If you chose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and/or its full functionality.

## CHANGES TO THESE TERMS

We may need to update these Terms from time to time. Where we do so, we will provide you with notice of such update through the App itself or via another method of communicating with you such as through the email address that you provide. In addition, our most up to date version of the Terms will be published within the App itself, typically in the legal or about us section.

## GENERAL

The App, Documentation 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 access or use any Sage App in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

These Terms are personal to you and may not be transferred, assigned, subcontracted, licensed, charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. We may transfer, assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) these Terms at any time without your consent.

Except as expressly stated in these Terms, any person who is not a party to these Terms has no rights to enforce any provision of these Terms.

These Terms constitute the entire understanding between the parties with respect to their subject matter and supersede 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 it, except this does not exclude a party's liability for fraud.

Except as otherwise specified in this Agreement, all notices, permissions and approvals shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) the first business day after sending by email (provided email shall be sufficient for notices of termination but not for an indemnifiable claim).

These Terms are drafted in English. If this Agreement is translated into any other language, the local language text will prevail.

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:

<b>Entity</b>	<b>Law</b>
Sage Global Services Limited	English Law.
Relevant Sage entity with whom you contract with in respect of any Sage software relating to the App	The laws stated within your contract with that relevant Sage entity.

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.

If a court or similar body finds that any wording in these Terms cannot be enforced, that decision will not affect the remainder of these Terms. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we both agree to the relevant part of the wording as if it is deleted.