



# A Guide to Sage One

for accountants

**Sage One** is an online accounting service that helps accountants to work with their micro or small business clients. You can view all of your Sage One clients in one place, making it easy to manage and access.

**Sage One** is web browser based so it doesn't require any installation, this means you can view and manage client accounts on the move from any device that can connect to the internet.



To sign up to Sage Accountants' Club Online simply call your account manager on 1890 812 811



## Start collaborating with your clients

Collaborate is the latest addition to the big list of Sage One features. This feature enables you to work securely and efficiently with your clients by using Sage One to share information, such as documents and data files

## Total security

Sage One provides complete data security, to ensure complete peace of mind as you collaborate with your clients. Virus scanning, high standard data encryption and user authentication are just some of the in-built security protocols.





Sage  
Accountants'  
Club Online

Because this software is in the cloud, rather than installed on a computer, our regular Sage updates will be added automatically as soon as they are available. As a result, Sage One users can rest assured they are always up to date with the latest version.

Join Sage Accountants' Club Online for just €5 + VAT per annum and enter into a partnership built on expertise. As a member of Sage Accountants' Club Online you will be able to enjoy the following benefits:

- Free use of Sage One Accountant Edition
- Sage Exchange website with tools, templates, logos and whitepapers
- Sage One specific telephone and email support
- Online specific industry expert webinars
- Sage One “getting started with your new software” webinars
- Online resources for both your clients and your practice
- 20% reward



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## How to link clients to your Sage One Accountant Edition:

### Managing your clients in Sage One

You can use your Sage One Accountant Edition to view and manage your clients' data remotely. You can accept invites from existing Sage One clients in order to log into their data, or you can invite clients yourself to use Sage One (this way, you can start earning commission with Sage One Rewards!).

It's really simple to invite a client. When you sign into Sage One Accountant Edition, the first thing you'll see is your Client List (which is also accessed from wherever you are by clicking on the 'Home' icon). Then, just follow the steps below:



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-  1. Click Create Client.
-  2. Enter your client's Business details and address (at this stage, only the details with an asterisk next to them must be completed).
-  3. Click Save. (At this point, you're able to start sharing data with your client using Sage One Collaborate).
-  4. Click Manage Services.
-  5. Choose a service to subscribe your client to by clicking the service name in the list, and then clicking Subscribe. A tick will appear next to the selected service/s. (If you subscribe your client to one of our three bookkeeping options – Cashbook, Accounts or Accounts Extra- you're prompted to enter additional information about the client's VAT scheme and account details).
-  6. Once you've selected the relevant service/s, click Continue. You'll navigate to the Summary area which shows how much the client will pay each month, following the initial 30 day trial.
-  7. Check that the information is correct, then click Finish. An email will be sent to the email address you entered for the client. This invites them to activate their Sage One service. Once they've activated, you can log into their service and work on their data.



# Self Billing Agreement Parties:

## Sage:

Sage Hibernia Limited (trading as Sage Ireland), a company registered in Ireland

Registration Number: 300549

VAT Number: IE 6320549P

## Registered Office Address:

Unit 3096, Lake Drive  
Citywest Business Park  
Dublin 24  
Republic of Ireland

## Accountant:

Please complete as appropriate:

..... Limited  
a company registered in Ireland

## Or:

..... LLP  
a limited liability partnership registered in Ireland

Registration Number: .....

VAT Number:

## Registered Office Address:

Please Complete:

.....  
.....  
.....

address and VAT registration number, together with all the other details which constitute a full VAT invoice.

- 3.3. To make a new self-billing arrangement with the Accountant in the event that Sage's VAT registration number changes.
- 3.4. To inform the Accountant if the issue of self-billed VAT invoices will be outsourced to a third party.

### 4. Accountant's Obligations for Self-Billing The Accountant warrants that it is registered for VAT and agrees:

- 4.1. To accept self-billed VAT invoices raised by Sage on the Accountant's behalf until the expiry of the Term or the termination of this Agreement, whichever occurs first.
- 4.2. Not to raise sales invoices for the transactions covered by this Agreement.
- 4.3. To notify Sage immediately if it:
  - 4.3.1. changes its VAT registration number;
  - 4.3.2. ceases to be VAT registered; or
  - 4.3.3. sells its business, or part of its business.

### 5. Term and Termination

- 5.1. This Agreement shall commence with effect on the Commencement Date and will continue for the Term unless terminated earlier by the parties in accordance with this clause 5.
- 5.2. Without prejudice to any rights that have accrued under this Agreement or any other rights or remedies which may be available, either party may terminate this Agreement immediately by notice in writing to the other party if:
  - 5.2.1. the other party commits a material breach of any of the terms of this Agreement and (if such breach is remediable) fails to remedy that breach within seven (7) days of that party being notified in writing to do so;
  - 5.2.2. the other party makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or a firm) becomes bankrupt or (being a company) becomes the subject of an administration order or goes into liquidation (other than for the purposes of amalgamation or reconstruction) or an administrative receiver or administrator is appointed over © Sage (UK) Limited 2013 any of the property or assets of the other party; or
  - 5.2.3. the other party ceases, or threatens to cease, to carry on business.

## Agreed Terms:

### 1. Definitions and Interpretation

The following definitions and rules of interpretation shall apply in this Agreement, unless the context requires otherwise:

- "Accountant" the entity named as the accountant set out above;
- "Commencement Date" the date of final signature below;
- "Commission" the payment of commission by Sage to the Accountant pursuant to the SOAP Terms and Conditions;
- "Revenue Commissioners" the Irish Revenue Commissioners;
- "Sage" the Sage entity named above;
- "Self-billing System" the self-billing system as provided for in Section 71 of the Value Added Tax Consolidation Act 2010, as amended;
- "SOAP Terms and Conditions" the terms and conditions which govern the Accountant's membership of the Sage Online Accounting Programme, the Accountant's use of Sage One products and the referral by the Accountant of such Sage One products to its clients (for which Sage shall pay the Accountant the Commission) as © Sage (UK) Limited 2013 more particularly described at the following URLs: [www.sage-exchange.co.uk](http://www.sage-exchange.co.uk) and [www.sageone.com/terms-conditions](http://www.sageone.com/terms-conditions) (or such other URL as Sage may notify to the Accountant from time to time);
- "Term" the period of twelve (12) months from the Commencement Date; and
- "VAT" means value added tax payable pursuant to the Value Added Tax Consolidation Act 2010, as amended.

### 2. Agreement for Self-Billing

In consideration of the mutual promises set out herein, the parties hereby agree that Sage shall be entitled to prepare self-billed VAT invoices on behalf of the Accountant for the payment of the Commission (and the Accountant shall accept such invoices) pursuant to the HMRC Self-billing System and in accordance with the terms and conditions of this Agreement.

### 3. Sage's Obligations for Self-Billing Sage agrees:

- 3.1. To issue self-billed VAT invoices for all supplies made to it by the Accountant in respect of the Commission for the Term.
- 3.2. To complete self-billed VAT invoices showing the Accountant's name,

- 5.3. Either party may terminate this Agreement on giving the other party fourteen (14) days' notice in writing.

### 6. Limitation on Liability

- 6.1. Nothing in this Agreement will limit Sage's liability for:
  - 6.1.1. death or personal injury caused by its negligence, or that of its employees or agents;
  - 6.1.2. fraud or for any other act or omission, liability for which may not be limited under applicable law.
- 6.2. Subject to clause 6.1, Sage's total aggregate liability, in respect of any and all claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Agreement, shall in no event exceed the total amount of Commission paid by Sage to the Accountant under the SOAP Agreement; provided that in no event shall Sage be liable for:
  - 6.2.1. any indirect, special or consequential loss or damage; or
  - 6.2.2. any loss of profits (whether direct or indirect), business opportunities, revenue or damage to goodwill.

### 7. General terms

- 7.1. This Agreement may not be assigned, novated, transferred or otherwise dealt with or disposed of (whether in whole or in part) by the Accountant. This Agreement may only be varied or amended in writing, signed by an authorised officer of each of the parties. The illegality, invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions, which shall remain in full force and effect
- 7.2. This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior agreements,

negotiations and discussions between the parties (whether written or oral) and each party acknowledges that, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any representation warranty (whether made innocently or negligently) that is not set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

- 7.3. The parties agree that they are independent contractors and neither will represent itself as agent, servant, franchisee, joint venturer or partner of, or endorsed by, the other. A person who is not a party to this Agreement may not enforce any term of it. A waiver (whether express or implied) by either of the parties of any of the provisions of this Agreement shall not constitute a continuing waiver and that waiver shall not prevent either party from enforcing any of the other provisions of this Agreement.
- 7.4. This Agreement may be executed in any number of counterparts (including by fax and scanned pdf copy via email), each of which when executed shall constitute a duplicate original but all the counterparts shall together constitute the one agreement.
- 7.5. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Ireland over any claim or matter arising out of or in connection with this Agreement. disputes or claims shall be governed by and construed in accordance with the laws of England. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising out of or in connection with this Agreement.

## Signed for and on behalf of Sage:

By: .....

Name: .....

Position: .....

Date: .....

## Signed for and on behalf of the Accountant

By: .....

Name: .....

Position: .....

Date: .....

# Appendix

Sage One



## Sage Online Accounting Programme Terms and Conditions and Sage One Terms and Conditions of Use (Last updated: 11 December 2013)

**Part A** of this document sets out the terms and conditions which govern your membership of the Sage Online Accounting Programme and **Part B** contains the end user terms and conditions governing access to and use of the service modules individually and collectively referred to as Sage One. You must read and accept both sets of terms and conditions.

### **PART A – SAGE ONLINE ACCOUNTING PROGRAMME TERMS AND CONDITIONS**

#### **1. What this agreement is about**

- 1.1. These terms and conditions govern the agreement between us in respect of your membership of the Sage Online Accounting Programme (the "programme") which allows you to promote and facilitate the provision of Sage One (as defined in clause 1.3 of the Sage One Terms and Conditions of Use set out in Part B below) as a solution for your clients through the Sage One Accountant Edition service ("Accountant Edition"). If there is any difference between these terms and conditions and the Sage One Terms and Conditions of Use set out in Part B of this agreement or, where appropriate, your Sage Accountants Club Membership Agreement, these terms and conditions will take precedence in relation to your participation in the programme and your use of the Accountant Edition.
- 1.2. We may change the terms and conditions of this agreement at any time. We will make reasonable efforts to communicate any changes to you via a notification on Sage One or by sending you an email but it is up to you to ensure that you regularly check, read, understand the most recent version of this agreement as you will be deemed to accept all changes to these terms and conditions if you continue to participate in the programme and/or use the Accountant Edition.

#### **2. Who this agreement is between**

- 2.1. This agreement is between: you, the person or organisation authorised to use the Accountant Edition under and in accordance with these terms and conditions; and us, Sage (UK) Limited (company registration number 1045967, VAT number GB 555909605, registered office: North Park, Newcastle upon Tyne NE13 9AA, United Kingdom) if you subscribe to the programme in the United Kingdom or Sage Hibernia Limited trading as Sage Ireland (company registration number 300549, registered office: Unit 3096, Lake Drive, Citywest Business Park, Dublin 24) if you subscribe to the programme in the Republic of Ireland.
- 2.2. By participating in the programme and/or using the Accountant Edition you and we agree to be bound by and comply with the terms and conditions set out herein.

#### **3. How you accept this agreement, and when the agreement between us starts**

- 3.1. You accept these terms and conditions, and this agreement between us starts, from the earliest date you tick a box or click on a button (or something similar) when Sage One asks you to confirm that you accept this agreement.
- 3.2. Our agreement will continue until terminated in accordance with clause 12.
- 3.3. If you don't accept this agreement, you should contact us immediately and you should not promote or facilitate the usage of Sage One by your clients or otherwise hold yourself out as a member of the programme.

#### **4. Programme Subscription**

The fees that you must pay to become a member of the programme are set out in our price list from time to time in force and are payable in accordance with clause 7.

#### **5. Facilitation of Sage One for your clients**

- 5.1. Once you become a member of the programme you can either: (i) set up and administer Sage One accounts for your clients which will link to your own Accountant Edition account; or (ii) link to your clients' own existing Sage One accounts, in each case, so that you can access reports, transfer files, help your clients to manage their own Sage One accounts and provide your own services to your clients as agreed between you and your individual clients.
- 5.2. Where you link to a client's existing Sage One account your client can

revoke your access to its Sage One account at any time. Where your client is a Direct Billing Customer (as defined in clause 7.2 below), that client may revoke the link from their Sage One account to your Accountant Edition account and this will prevent your access to their Sage One account.

- 5.3. You must take all reasonable steps to ensure that your clients comply with the Sage One Terms and Conditions of Use set out below in Part B of this agreement.
- 5.4. We reserve the right to access your Accountant Edition account at any time for the purposes of enabling us to establish your compliance with this agreement, your participation in the programme and/or your use of the Accountant Edition.

#### **6. Your obligations**

- 6.1. You will perform your obligations promptly, diligently and in accordance with the standard to be reasonably expected of an experienced, trained and appropriately qualified accountant (or equivalent) operating in your market; and comply with all rules, regulations and laws affecting your business relating to Sage One including those relating to e-commerce, data protection, direct marketing and anti-competitive practices.
- 6.2. For each client you invite to join Collaborate ("Collaborate" means the Sage One functionality whereby you and your clients are able to share online access to documents in a secure environment), you are responsible for notifying them:
  - 6.2.1. of the maximum amount of data storage available to them at any one time;
  - 6.2.2. that the content of any files must not and will not result in any injury, damage or harm to us or to any third party (including, without limitation, defamation or breach of confidentiality) and that the content does not (and will not) contain anything which is unlawful, obscene, indecent or immoral or promotes illegal or unlawful activities; and
  - 6.2.3. that on termination by you of your accounting relationship with the client, all Collaborate data will be not be accessible after the date of termination and that it is the responsibility of your client to make a back-up copy of that data.

#### **7. Price and payment method**

- 7.1. You acknowledge that we are moving to a direct billing subscription model for our products and in order to facilitate this model, we are making some changes to the way we pay you for those clients for whom you introduce, set up (or have set up) and administer a Sage One account.
- 7.2. For each new client you introduce to and set up and administer a Sage One account through the Accountant Edition, you will procure for that client to pay us directly (rather than pay you) in full for all applicable fees for that account, in accordance with such instructions as we may provide to you from time to time ("Direct Billing Customers").
- 7.3. You will continue to invoice your existing clients for whom you have already set up and administer Sage One accounts via your Accountant Edition and you will continue to pay us in full for all applicable fees for those accounts until such time as we advise you that those existing clients will pay us directly for their use of Sage One. We will pay you Commission (as defined in clause 7.4 below) for your existing clients pursuant to and in accordance with the terms and conditions of this clause 7 (even though this clause 7 refers to Direct Billing Customers) and such instructions as we may issue to you from time to time. Once those clients pay us directly (rather than paying you), those clients will then become (and will be known as) Direct Billing Customers.

#### **Calculation and Payment of Commission**

- 7.4. For each Direct Billing Customer that you introduce (or have introduced in the case of an existing client who becomes a Direct Billing Customer) to Sage One and which are linked to your Accountant Edition account,



we will pay you a commission which we will calculate as a percentage (such percentage to be notified to you in writing from time to time) of the Net Monthly Fee paid to us by the Direct Billing Customer for their use of Sage One ("Commission"). "Net Monthly Fee" means in relation to Sage One, the price actually charged by us to the Direct Billing Customer after any discounts or other deductions and less any VAT (as defined below) or other sales tax. Commission is not payable in respect of any use by a client of Sage One where that use is free of charge and we will give you 30 days' notice in writing of any changes to the percentage of Commission payable to you.

- 7.5. Any and all Commission due to you shall be accrued monthly but shall be paid to you quarterly in arrears in accordance with this clause 7 (unless we advise you of such other billing periods). We will advise you in writing of the quarterly periods which we will use to calculate the Commission payable to you for the Direct Billing Customers.
- 7.6. We will pay you Commission only in respect of cleared funds that we have received from the Direct Billing Customer for their use of Sage One. Payment will be made via electronic transfer to such bank account as you may notify to us in writing from time to time and payment shall be made within 15 days of the end of each quarter unless we notify you otherwise.
- 7.7. We may, at any time and without notice, set off any liability of yours (including, without limitation, any outstanding balances you may owe to us) from the Commission and whether that liability is present or future, liquidated or unliquidated, and whether or not it arises under this agreement. Any exercise by us of our rights under this clause shall not limit or affect any other rights or remedies available to us under this agreement or otherwise.

#### Restrictions around the Payment of Commission

- 7.8. We will only pay you Commission for so long as a Direct Billing Customer: (i) remains an active client of yours; and (ii) that client continues to pay their subscription fee in full for their use of Sage One. By an "active client of yours" we mean those clients using Sage One whom you introduced to and are linked to your Accountant Edition account. We do not mean those clients who signed up directly to Sage One and then subsequently linked to your Accountant Edition account. Once a Direct Billing Customer is no longer an active client of yours and/or they are no longer paying (or have failed to pay) for their use of Sage One, you will no longer be entitled to receive Commission for that Direct Billing Customer.
- 7.9. If, during any quarter, a Direct Billing Customer fails to pay their subscription fee for their use of Sage One and/or their agreement with us to use Sage One is terminated, your entitlement to Commission will be calculated on a pro rata basis for that quarter (the "final Commission payment"). You will not be entitled to receive any further Commission for that Direct Billing Customer once you have received the final Commission payment and this will apply even where that customer subsequently recommences the payment of its subscription fee to use Sage One.

#### Self-Billing and VAT

- 7.10. Unless we advise you otherwise, if you are VAT registered you will only be entitled to receive Commission if you have entered into and maintain a valid self-billing agreement with us for VAT purposes. This is because we will pay you Commission against a self-billing VAT invoice which we will raise on your behalf. We will provide you with a self-billing agreement (including, without limitation, any renewals of that agreement) which you must sign and return to us in such form (and in accordance with such instructions) as we may provide you from time to time.
- 7.11. Where you are VAT registered (and unless we have advised you otherwise), you understand and agree that in order for us to calculate and pay you Commission during any quarter we must have a valid and binding self-billing agreement in place between us. This means that we will not be required to pay you any Commission which accrues during a period where we have no self-billing agreement in place.
- 7.12. If you are VAT registered, you will provide us with your VAT registration number and such other information as we may reasonably require in the performance of our obligations under this agreement and you will advise us immediately in writing if there is any change to your VAT registration number or your VAT status.
- 7.13. If you are not VAT registered, we will pay you Commission at the end of each quarter in accordance with the terms and conditions of this agreement. If, at any time, you become VAT registered you will notify us in writing within 7 days of making that registration and you will promptly enter into a self-billing agreement with us pursuant to clauses 7.10 and 7.11 above to enable us to pay you Commission.

#### Payment Terms

- 7.14. Unless otherwise agreed in writing by us, you will pay our fees and other prices and charges in advance and by monthly direct debit or within 30 days of the date of any invoice we issue in respect of such fees, prices and charges incurred during the previous month.
- 7.15. We may amend our prices and payment terms (including individual credit terms) from time to time in our absolute discretion and we will take reasonable steps to notify you in advance of any price increases or

changes to credit terms.

- 7.16. All amounts payable under this agreement will be: paid in pounds sterling (where you subscribe to the Accountant Edition in the UK) or Euros (where you subscribe in the Republic of Ireland); and exclusive of value added tax ("VAT") or similar sales tax, which if applicable and subject to receipt of a valid VAT invoice you shall pay, as well as all other duties, charges and taxes (if any) which shall be paid at the rate and in the manner for the time being prescribed by law.
- 7.17. While you understand that we have other rights and remedies, you agree that if any payment due to us is paid after the due date, we may charge you interest on a daily basis at the rate of 4% above the base rate of Lloyds Bank plc if you subscribe to the Accountant Edition in the UK (or The Bank of Ireland if you subscribe in the Republic of Ireland) from time to time in force, and from the due date until the date of actual payment. Interest shall accrue before as well as after judgment and in respect of any part payment. You agree to reimburse us for any costs (including our own and any third party costs) we incur in recovering any outstanding sums due to us from you.
- 7.18. All payments you make to us under this agreement will be made in full without any set-off, restriction or condition and without any deduction or withholding, unless you are required by law to make any such deduction or withholding.
- 7.19. Without prejudice to any other right or remedy we may have, if you fail to make any payment in accordance with this agreement or fail to perform any other obligation to us, we may at our option and upon written notice terminate this agreement or suspend performance of our obligations under this agreement until such time that you make payment or perform such obligation in full.

### 8. Sage Marks and Sage Materials

- 8.1. You must not:
- 8.1.1. use or permit any third party to use any Sage Mark (as defined below) or any mark, words, logo, device or any other branding which is the same as, or similar to or mimics any Sage Mark;
- 8.1.2. use any Sage Mark for any business reason (other than in relation to your legitimate and permitted use of Sage One) or as part of your corporate or business name;
- 8.1.3. use, create or register any trade mark which incorporates any Sage Mark or any similar mark, logo, words, device or any other branding; and/or register or use as a domain name any Sage Mark, or any mark, words, logo, device or any other branding which is the same as, similar to or mimics any Sage Mark; without our prior written consent.
- 8.2. If you do use or register or have registered any Sage Mark or any mark, words, logo, device or other branding as more particularly described in clause 8.1, you will immediately on our request and at your own cost:
- 8.2.1. stop doing so and, if applicable, remove that Sage Mark or similar branding from the relevant registration or use;
- 8.2.2. transfer any registration incorporating any Sage Mark or similar branding to us.
- 8.3. You must only use Sage Materials in accordance with our written instructions and you must not modify Sage Materials or use them for any other purpose without our prior written consent.
- 8.4. You will immediately stop using Sage Materials (as defined below) upon our instruction and you will withdraw from circulation any such Sage Materials you have issued.
- 8.5. For the purposes of this agreement:
- 8.5.1. "Affiliates" means in relation to any company, any holding company of that company or any subsidiary of any such holding company ("holding company" and "subsidiary" having the same meanings as are assigned to each of them by section 1159 of the Companies Act 2006 (as amended)).
- 8.5.2. "Sage Mark" means any name, trade mark, trade name, insignia, logo, symbol or slogan (whether registered or not) owned or used by us or any of our Affiliates now or in the future anywhere in the world; and
- 8.5.3. "Sage Materials" means any marketing or promotional materials that we may at our sole discretion supply to you from time to time (if any) during the term of this agreement to enable you to actively promote Sage One or your membership to the programme.

### 9. What are each of our rights and obligations relating to Sage's Intellectual Property Rights

- 9.1. You acknowledge that we or our licensors are the owners of the Sage Intellectual Property Rights (as defined below) and agree that except to the extent set out in this agreement, you acquire no interest in or to any of the Sage Intellectual Property Rights.
- 9.2. Except to the extent permitted by law, you will not do anything nor allow anything to be done which will or may damage or affect the validity of the Sage Intellectual Property Rights, including (without limitation) breaching any terms and conditions of this agreement or the Sage One Terms and Conditions of Use or which arises out of or in connection with you use of, or holding yourself out as the owner of, the Sage Intellectual Property Rights.

- 9.3. You will immediately inform us in writing if you become aware of any actual or potential infringement or invalidity of any of the Sage Intellectual Property Rights. You will at our request and expense sign, execute and do all such deeds, documents, acts and things (including allowing your name to be used in any proceedings) as we may reasonably require with a view to restraining such infringement (or preventing such invalidity) and/or obtaining damages and/or otherwise protecting our or our licensors' rights.
- 9.4. You acknowledge that we are the owners of the goodwill in Sage One and agree that if any goodwill in Sage One is created or developed by your distribution of it in accordance with this agreement, the goodwill in Sage One will arise solely for our benefit. Nothing in this clause prevents you from benefiting from the goodwill you create or develop in your own business.
- 9.5. For the purpose of these conditions, "Sage Intellectual Property Rights" means any and all Sage Marks, the Sage Materials and all vested contingent and future intellectual property rights in and to Sage One including, without limitation, goodwill, reputation, rights in confidential information, copyright, trade marks and design rights whether registered or unregistered, logos, devices, plans, models, diagrams, specifications, source and object code materials, data and processes, patents, know how, trade secrets, inventions, get-up, database rights and (as applicable) any applications or registrations for the protection of these rights and renewals and extensions of them, existing in any part of the world, whether now known or created in the future.

### 10. Our liability and responsibility to you if something goes wrong

- 10.1. Subject always to clauses 10.2, 10.3 and 10.4 below, our total liability to you arising under or in connection with this agreement whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation or otherwise will not exceed an amount equal to the total of: (i) the fees paid by you to us for your annual programme membership in the 12 month period in which the claim arose; (ii) the fees you have paid to us for your clients' use of the relevant Sage One product during the 12 month period immediately preceding the date on which the claim arose (such relevant Sage One product being the product forming the subject matter of the claim), if any; and (iii) the Commission we have paid or is payable to you for the relevant Sage One product during the 12 month period in which the claim arose (such relevant Sage One product being the product forming the subject matter of the claim).
- 10.2. We will not be responsible for any of the following, even if we knew or should have known there was a possibility you could experience:
- 10.2.1. loss of profits, revenues or contracts, lost savings, business interruption, lost funding, loss of goodwill or reputation, wasted expenditure or loss or corruption of data, in each case whether arising directly or indirectly and whether it is known, foreseen or foreseeable; and/or
- 10.2.2. indirect, incidental, special, punitive or consequential loss or damage, whether it is known, foreseen or foreseeable.
- 10.3. Nothing in these conditions will exclude or limit your or our liability for:
- 10.3.1. fraud;
- 10.3.2. death of or personal injury to any person as a result of our negligence; or
- 10.3.3. any other matter which cannot be excluded or limited under applicable law.
- 10.4. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
- 10.5. Your and our responsibilities under this agreement are reasonable because they reflect that:
- 10.5.1. we cannot control how, and for what purposes, you or your clients use Sage One;
- 10.5.2. we have not developed Sage One specifically for you or your clients; and
- 10.5.3. although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure that Sage One is problem or error free.
11. What is your responsibility to us if another person makes a claim against us relating to your obligations?
- 11.1. You will indemnify us for all third party claims which arise out of or in connection with:
- 11.1.1. your promoting, distributing and/or otherwise exploiting Sage One;
- 11.1.2. your supporting or providing any other service for Sage One; or
- 11.1.3. any breach or other failure by you of this agreement.

### 12. How this agreement may be brought to an end and what happens on termination

- 12.1. Without prejudice to any other right or remedy which we may have, we may exercise our right of suspension under clause 7.19 or, at our discretion, end this agreement immediately if we do not receive payment from you for any amounts you owe to us. Suspension of your access to your Accountant Edition account or the termination of this agreement (as the case may be) will also suspend or terminate the Sage One account of each client which is linked to your Accountant Edition account, and you

accept that we will not be liable for any such suspension or termination.

- 12.2. You may end this agreement at any time by sending us an email to support@sageone.com and we will confirm to you the date that this agreement will come to an end. If you end this agreement, you must pay all sums due to us under this agreement which are incurred up to and including the date of termination (and this will include, without limitation, payment by you of all fees due for your clients who have a Sage One account during the month of termination). Once this agreement ends you will not be entitled to receive any further Commission but we will pay you any Commission which is properly due to you up to and including the date of termination of this agreement. We will make this payment to you in accordance with clause 7 above.
- 12.3. We may end this agreement at any time upon 30 days' written notice and, in such circumstances, we will repay to you any sums you have paid to us in respect of any unexpired portion of your subscription period for your Accountant Edition calculated from the date of termination.
- 12.4. If you or we discover that the other has done something which is not allowed by this agreement, or has not done something that must be done, the one making such discovery can give the other written notice that the matter must be put right within 30 days. If the matter is put right in that time, no further action will be taken. If it is not put right in that time, the person who made the discovery may end this agreement upon giving the other notice in writing.
- 12.5. This agreement will automatically (i.e. without us having to tell you) and immediately end without refund if you become bankrupt (or something similar happens) or your business is unable to pay its debts, stops trading or becomes insolvent (or something similar happens). In those circumstances, we will have no further obligation to you and any monies due from you will become immediately due and payable to us in full.
- 12.6. Where we suspend or terminate your access to your Accountant Edition in accordance with this agreement, we may at our discretion agree to reactivate your account subject to you paying to us a reactivation fee.

### 13. Anti-Bribery and Corruption

- 13.1. We do not tolerate bribery or corrupt practices and expect those we do business with to take the same stance. Accordingly you will:
- 13.1.1. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
- 13.1.2. have and maintain in place throughout the term of this agreement your own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- 13.1.3. promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of this agreement;
- 13.1.4. immediately notify us if a foreign public official becomes an officer or employee of your business or acquires a direct or indirect interest (and you wanted that no foreign public official is an officer, employee or direct or indirect owner of your business at the date of this agreement);
- 13.1.5. on request certify to us in writing your compliance with this clause and provide such supporting evidence of compliance as we may reasonably request.
- 13.2. Breach of this clause will be deemed a material breach of contract and will entitle us to terminate this agreement immediately without notice or further obligation to you.
- 13.3. For the purpose of this clause, the meaning of "adequate procedures" and "foreign public official" will be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

### 14. What else do you need to know?

- 14.1. If a court or similar body decides that any wording in this agreement cannot be enforced, that decision will not affect the remainder of this agreement, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.
- 14.2. If you or we fail to, or delay in, exercising any rights under this agreement, that will not mean that those rights cannot be exercised in the future.
- 14.3. This agreement and the documents we refer to herein constitute the entire agreement between you and us for your participation in the programme and your use of the Accountants Edition, and replaces all documents, information and other communications (whether spoken or written) between us for such participation and use.
- 14.4. Both of us agree that we are independent contractors and neither of us will represent ourselves as agent, servant, franchisee, joint venturer or partner of, or endorsed by, the other. You do not have and will not hold yourself out as having any authority to accept any order on our behalf. You agree not to pledge our credit, receive any money or give any receipt on behalf of us or compromise any debt due to us, or incur any other liability or obligation, or make any promise or representation on behalf of us or claim to do any such thing.



- 14.5. This agreement is personal to you and may not be assigned, subcontracted, licensed (including sub-licensed), charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. As an example, this means that if you sell the assets of your business, you cannot automatically transfer this agreement to the buyer.
- 14.6. A person who is not a party to this agreement has no right to enforce any term of it.
- 14.7. Where either party is required to notify the other party by email, the party will be deemed to have received the email on the first business day following transmission.

- 15. Which laws govern this agreement?
  - 15.1. If you subscribe to the Accountant Edition in the United Kingdom, this agreement is governed by the laws of England and you and we both agree that the courts of England will be the only courts that can decide on legal disputes or claims about this agreement.
  - 15.2. If you subscribe to the Accountant Edition in the Republic of Ireland, this agreement is governed by the laws of Ireland and you and we both agree that the courts of Ireland will be the only courts that can decide on legal disputes or claims about this agreement.

## PART B – SAGE ONE TERMS AND CONDITIONS OF USE

### 1. What this agreement is about

- 1.1. If you are a user of Sage One, this agreement describes how you may use Sage One and is made up of these terms and conditions and our Privacy Policy.
- 1.2. If you are an accountant and have subscribed to the Sage Online Accounting Programme ("Sage Accountant"), this agreement describes how you and your own clients may use Sage One and this agreement applies in addition to the terms and conditions of the Sage Online Accounting Programme. If there is any difference between this agreement and the Sage Online Accounting Programme terms and conditions or (where appropriate) your Sage Accountants Club Membership Agreement, the terms of this agreement will take precedence in relation to your operation and use of Sage One.
- 1.3. In this agreement, where we say "Sage One" we mean all products comprising the payroll product family ("Payroll") and all of the products comprising the Sage One accounting product family being Sage One Cashbook ("Cashbook"), Sage One Accounts ("Accounts") and Sage One Accounts Extra ("Accounts Extra"). If you are using Accounts Extra, there are specific terms applicable to you and these are set out in clause 9 below.
- 1.4. We may change the terms and conditions of this agreement and our Privacy Policy at any time. We will make reasonable efforts to communicate any changes to you via a notification on Sage One or by sending an email to you, but it is up to you to ensure that you regularly check, read, understand and agree to the most recent version of this agreement and our Privacy Policy on our website at [www.sageone.com](http://www.sageone.com) as you will be deemed to accept all changes if you continue to use Sage One.

### 2. Who this agreement is between

- 2.1. This agreement is between: you, the person or organisation authorised to use Sage One; and us, Sage (UK) Limited (company registration number 1045967, VAT number GB 555909605, registered office: North Park, Newcastle upon Tyne NE13 9AA, United Kingdom) if you subscribe to Sage One in the United Kingdom; or Sage Hibernia Limited trading as Sage Ireland (company registration number 300549, registered office: Unit 3096, Lake Drive, Citywest Business Park, Dublin 24) if you subscribe to Sage One in the Republic of Ireland.
- 2.2. By entering into this agreement, we both agree to be bound by and keep to it.

### 3. How you accept this agreement, and when this agreement starts

- 3.1. You accept every term and condition of this agreement, and this agreement starts from the earliest date you tick a box or click on a button (or something similar) when Sage One asks you to confirm that you accept this agreement.
- 3.2. This agreement will continue until terminated in accordance with clause 12.
- 3.3. If you don't accept this agreement, you should contact us or your Sage Accountant immediately (where you have set up your Sage One account through your Sage Accountant and your Sage Accountant administers it for you) and you should not use Sage One.

### 4. Your rights to use Sage One and your obligations

- 4.1. If you accept this agreement and pay the relevant subscription fees (where applicable), we give you the right to use Sage One in the way described in this agreement. You must not use Sage One in any other way.
- 4.2. You must only use Sage One for your internal business purposes and only to input your own information into Sage One, unless you are a Sage Accountant. Sage Accountants may link to their clients' Sage One services for the purposes of inputting, transferring and analysing data on behalf of such clients (where the client permits this) and for making the

Sage One service available to them. You may also link with your Sage Accountant and share access with them to documents online in a secure environment (this functionality is known as "Collaborate").

- 4.3. All rights of ownership of the information you or a Sage Accountant inputs into Sage One remain yours but your access to this information is dependent upon you complying with these terms and conditions and your applicable subscription fee being paid in full. We follow good industry practice to prevent data loss; however, you must keep copies of any information inputted into Sage One (or generated by it) as we cannot guarantee that your information will not be lost or damaged and you should be aware that in the event of your Sage Accountant ceasing to administer your Sage One account, any documents stored using Collaborate will be destroyed.
- 4.4. You should also be aware that if you upgrade from Cashbook or Accounts to Accounts Extra you will not be able to downgrade to Cashbook or Accounts. Therefore, a trial period is recommended using an alternative email address – please see clause 9 below.
- 4.5. You cannot transfer your Sage One subscription to any other person or organisation. For example, you cannot sell it if you no longer want to use Sage One, or if you become insolvent an insolvency practitioner may not pass on your Sage One subscription (including your sign-in information) as part of your business's assets. Further information on this is set out in clause 17.4.
- 4.6. You must comply with all applicable laws and legislation in respect of your use of Sage One and for any filing, sharing or using the Collaborate functionality, you must ensure that the content of any files does not and will not result in any injury, damage or harm to us or any third party (including, without limitation, defamation or breach of confidentiality) and the content does not contain anything which is unlawful, obscene, indecent or immoral or promotes illegal or unlawful activities.
- 4.7. You acknowledge that we are not your accountant and Sage One should not be used as a substitute for professional accountancy advice.
- 4.8. Some features of Sage One rely on integration with other Sage products and services (such as Sage Pay) or provide access to technology, information or services not provided by us (such as the HM Revenue & Customs website even though it may look like Sage operates these technologies or services). You may purchase or subscribe to third party complimentary products, software or services (including from the Add-On section of the Sage One website) that integrate or work with Sage One or any other Sage products and services or technology, information or services not provided by us ("Additional Services"). It is your responsibility to decide whether or not to use Additional Services and if you choose to do so you must agree to the separate applicable terms and conditions presented to you by Sage or the third party for those Additional Services. If there is a conflict between any of the terms of this agreement and the Additional Services terms, the Additional Services terms will apply in relation to your use of the Additional Service in question. Except where clause 10.3 applies, we are not responsible for any issue with any third-party technology, information and/or services and will not be liable for those issues. We may withdraw access to such third party technology, information or services via Sage One at any time and without notifying you.

### 5. Setting up a Sage One account directly with Sage

- 5.1. We will give you your sign-in details and passwords to enable you to use Sage One (the "sign-in information") once you have registered with us. If you wish to redeem a promotion or activation code you must enter this as part of the registration process.
- 5.2. Following registration we will send you an email confirming the duration of any applicable free trial period. If you continue to use Sage One following your trial period, you agree to pay the applicable subscription fee (plus any VAT or applicable sales tax) directly to us via the payment method specified during registration or via any different payment method which we may notify to you from time to time, until either you or we end this agreement in one of the ways set out in clause 12. If at any time we charge you an incorrect price, we reserve the right to rectify our invoice

and claim payment from you for the correct amount which you agree to pay. If we have overcharged you, we will reimburse you for the amount by which you have been overcharged. If you fail to pay any amount payable by you under this agreement, we may charge you interest on the amount overdue from the due date of payment up to and including the date of actual payment (as well as before and after judgment), at the rate of 4% per annum above the base rate for the time being of Lloyds Bank plc if you subscribe to Sage One in the United Kingdom or The Bank of Ireland if you subscribe to Sage One in the Republic of Ireland. Such interest shall accrue on a daily basis and be compounded quarterly and you will pay the interest to us immediately upon demand.

- 5.3. We may increase the subscription fee for Sage One at any time by giving you not less than 30 days' written notice and such an increase will take effect from your next payment date after this notice period has ended.
- 5.4. By using the functionality within Sage One you can grant your Sage Accountant access to your Sage One account provided that your Sage Accountant has subscribed to the Sage Online Accounting Programme. If you choose to do this, we cannot accept any liability for the actions of your Sage Accountant including, without limitation, their access to your Sage One account. Except where your Sage Accountant has set up your Sage One account (in which event, clause 6 shall apply), you can withdraw your Sage Accountant's access to your Sage One account at any time.

### 6. Setting up a Sage One account through a Sage Accountant

- 6.1. If your Sage Accountant sets up your Sage One account for you it will automatically link your account to the Sage Accountant's own Sage One account. In this instance you will pay your Sage Accountant and not us (until such time that we, and/or your Sage Accountant, notifies you to pay us directly), for your use of Sage One and your Sage Accountant will manage your Sage One account. As you cannot withdraw your Sage Accountant's access to your Sage One account in these circumstances, you would need to request that your Sage Accountant withdraws their access to your Sage One account.
- 6.2. We cannot accept any liability which arises out of or in connection with any act, omission or other failure of your Sage Accountant including, without limitation, its access to your Sage One account.

### 7. Setting up a Sage One account through a Sage One Reseller

- 7.1. We promote Sage One through a number of resellers who may introduce you to or provide you with access to Sage One. Where a Sage One reseller provides you with a registration code, you should enter this code as part of the registration process when you sign up with us directly in accordance with clause 5.
- 7.2. Where you purchase Sage One through a Sage One reseller, the terms and conditions relating to the purchase of Sage One will be determined by the Sage One reseller. This agreement applies to your use of Sage One.
- 7.3. Resellers are not our agents and cannot bind us in any way. You should not rely on any representations, warranties, guarantees or other statements made by any third parties including our resellers regarding our products and services.

### 8. Use of Sage One

- 8.1. You are solely responsible for obtaining and maintaining your internet and network connections and any associated problems are your responsibility.
- 8.2. We will take reasonable steps to make sure that Sage One is free from viruses but we cannot guarantee this. We recommend that you use your own virus-protection software as we will not be responsible for any loss or damage caused by any viruses or other harmful technology that may infect your computer systems, data or other material owned by you.
- 8.3. We cannot guarantee that Sage One will be compatible with your web browser or computer set-up or that your access to Sage One will be uninterrupted or error free (this may be beyond our control).
- 8.4. You are responsible for controlling who can access your Sage One account. We advise that you don't allow anyone else to use your sign in information and that you change your password at regular intervals.
- 8.5. From time to time we may temporarily suspend access to Sage One, for maintenance, repairs or other reasons. We will try to do this outside normal business hours and provide advance notice but this might not always be possible.

### 9. Special Terms for Accounts Extra

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

#### Setting up Accounts Extra

- 9.1. When you register with us to use Accounts Extra, the first business you register will be known as the "Lead Business". During this registration process, you will be registered with us as the "Subscriber User" for that Lead Business.
- 9.2. Accounts Extra allows you to add via your Sage One account additional

businesses owned and controlled by you to Sage One so that those additional businesses may use Accounts Extra, subject to your payment of the applicable subscription fee ("Additional Business"). If you wish to add more Additional Businesses than is permitted by your Sage One account, you will need to contact us at [support@sageone.com](mailto:support@sageone.com) or 0845 111 6611 if you are calling from the United Kingdom, or 1890 812811 if you are calling from the Republic of Ireland. We will confirm the number of Additional Businesses you may add to your Sage One account and the applicable monthly subscription fee immediately payable for each Additional Business (such Additional Businesses do not qualify for a free trial).

- 9.3. The subscription fee payable for Accounts Extra for the Lead Business and for each Additional Business you add to your Sage One account is payable to us monthly in advance. You agree to set up a monthly direct debit for the Lead Business and for each Additional Business using Accounts Extra so that we will receive a separate payment from you in respect of the Lead Business and each Additional Business for their use of Accounts Extra.
- 9.4. If your Sage Accountant sets up and manages your Sage One account pursuant to clause 6.1 above, your Sage Accountant will not be able to add Additional Businesses to your Sage One account to use Accounts Extra. If you wish to add an Additional Business in these circumstances, please contact us as set out in clause 9.2 above.

#### Using Accounts Extra

- 9.5. For each Additional Business you will need to allocate a person who will be the system manager for that Additional Business ("System Manager"). The System Manager is responsible for allocating and managing the number of users for the Additional Business and may be the same person as the Subscriber User but need not be.
- 9.6. The number of users for a Lead Business and/or an Additional Business is subject to our discretion and we may reduce the number of users for a Lead Business and/or an Additional Business upon notice to you at any time.
- 9.7. You will at all times (and will procure that the System Manager and each user of Accounts Extra will) properly and fully comply with the terms and conditions of this agreement. Any act, omission or other failure on the part of the System Manager and/or any user of Accounts Extra will be deemed to be an act, omission or failure by you.
- 9.8. We may change how we provide support for Accounts Extra (and if any applicable charges may become payable) by posting a notification on Sage One or emailing you with details of the changes. We will aim to give you as much advance notice as possible of these changes.

#### Trial Periods, Promotion/Activation Codes and Upgrading to Accounts Extra

- 9.9. If you have paid for Sage One upfront for a fixed term (including, without limitation, an annual licence) or are part way through a free trial period, promotion code or activation code and wish to upgrade to Accounts Extra, you will need to contact us so that we may advise you if your fixed term licence, free trial period, promotion code or activation code is transferrable. We will also advise you (via your Sage One account) of the amount and date when any subscription fees will start to become payable by you for Accounts Extra.
- 9.10. If you are considering an upgrade to Accounts Extra from either Cashbook or Accounts, or wish to use Accounts Extra for a free trial period (for your Lead Business) or would like to transfer a fixed term licence, redeem a valid promotion code or activation code, please contact us at [support@sageone.com](mailto:support@sageone.com) or 0845 111 6611 if you are calling from the United Kingdom or 1890 812811 if you are calling from the Republic of Ireland.
- 9.11. You may upgrade from Cashbook or Accounts to Accounts Extra by choosing the upgrade option via your Sage One account. You acknowledge and agree that if you upgrade to Accounts Extra in this way you may not be able to transfer your fixed term licence, free trial, promotion code or activation code which you are currently using as part of that upgrade. In these circumstances, you may also be charged a subscription fee for that upgrade. We recommend that you contact us in accordance with clause 9.10 above before you proceed with your upgrade to Accounts Extra so that we may discuss the options available with you.
- 9.12. You acknowledge that there are restrictions in relation to upgrading to and downgrading from Accounts Extra in that once you have upgraded to Accounts Extra from Cashbook or Accounts, you will not be able to downgrade to Cashbook or Accounts. Therefore, a trial period is recommended using an alternative email address as set out in clause 9.13 below. There are no such restrictions in place regarding Payroll and you can upgrade and downgrade within this product family without restriction (subject to your payment of any applicable subscription fees).
- 9.13. If you are an existing user of Cashbook or Accounts and wish to trial Accounts Extra, unless we advise you otherwise, you will need to set up a new email address for your use of Accounts Extra during the free trial period. You can revert to your original email address used for Cashbook or Accounts if you decide to upgrade to Accounts Extra following the expiry of the trial period. You can revert to your original email address and use of Cashbook or Accounts if you decide not to upgrade to Accounts



Extra following the expiry of the trial period.

## 10. Restrictions on your use of Sage One

- 10.1. The following list gives examples of things you must not do with Sage One:
- 10.1.1. you must not introduce any viruses or harmful technology to Sage One;
- 10.1.2. you must not try to gain unauthorised access to Sage One or any underlying technology;
- 10.1.3. you must not try to affect the availability of Sage One to our users (sometimes called 'a denial-of-service attack');
- 10.1.4. unless you are a Sage Accountant or except as expressly permitted in this agreement, you must not give anyone else any right (of any kind) to use or benefit from Sage One in any way or provide Sage One to others. For example, you cannot use Sage One with someone else's information to provide a service to them;
- 10.1.5. you may not use Sage One to help you develop your own software. For example, you must not use or copy all or any part of Sage One's 'graphical user interface', 'operating logic' or 'database structure' for it to be part of, or to develop, any software or other product or technology, unless that use or copying is allowed by law.
- 10.2. It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of Sage One. In general, we will not tolerate any use which damages or is likely to damage our business or reputation, the availability or integrity of Sage One or which causes us or threatens to cause us to incur any legal, tax or regulatory liability.

## 11. Your Information, Customer Data and Personal Data

Information you provide to us (this information excludes any data inputted by you or on your behalf into Sage One which we refer to in this agreement as "Customer Data")

- 11.1 We will use any information you to provide us under this agreement (excluding Customer Data), or that we collect under this agreement as described in our Privacy Policy and in particular to:
- 11.1.1. provide, manage and administer your use of Sage One;
- 11.1.2. fulfil our contractual obligations under this agreement;
- 11.1.3. liaise with regulators, banks, law enforcement agencies (including the police);
- 11.1.4. contact you to see if you would like to take part in our customer research;
- 11.1.5. contact you about other products and services which we think you will be interested in;
- 11.1.6. deliver targeted advertising, marketing (including in-product messaging) or information to you which may be useful to you, based on your use of Sage One; and
- 11.1.7. otherwise in accordance with our Privacy Policy
- 11.2. We may disclose information you provide to us (but not Customer Data) to other companies in the Sage group of companies, our contractors, and other organisations including, without limitation, we may disclose information to:
- 11.2.1. The Sage Group plc (which is our ultimate parent company);
- 11.2.2. organisations which we use to help us send communications;
- 11.2.3. organisations we use to help us provide the software or services (such as hosting providers, where relevant);
- 11.2.4. law enforcement agencies;
- 11.2.5. third parties (if any) used by us to perform our obligations to you under this agreement; and
- 11.2.6. any other person in order to meet any legal obligations on us, including statutory or regulatory reporting.
- 11.3. If you provide us with information which contains personal data we will process and you agree and authorise us to process that data in accordance with the Data Protection Act 1998 if you subscribe for Sage One in the United Kingdom or the Data Protection Acts 1988 and 2003 if you subscribe for Sage One in the Republic of Ireland ("Data Protection Laws"). Where we use the terms "personal data", "data processor" and "data controller" in this agreement we mean as those terms are defined in the Data Protection Laws.
- 11.4. If at any time you do not want us to use your personal data in the manner described at clause 11.1.4 (customer research), clause 11.1.5 (information about other products or services) and/or you do not wish to receive targeted advertising or marketing, please email us at support@sageone.com.

Customer Data

- 11.5. You own your Customer Data and you have sole responsibility for its legality, reliability, integrity, accuracy and quality.
- 11.6. To the extent personal data is included in any Customer Data we will process that data on your behalf as a data processor. We will only process such personal data in accordance with your instructions (and you hereby instruct us to take such steps in the processing of personal data on your behalf as are necessary for the provision of Sage One under this agreement and the performance of our obligations under this agreement).

- 11.7. We will use any Customer Data that you transfer to us pursuant to this agreement to:
- 11.7.1. provide, manage and administer your use of Sage One;
- 11.7.2. fulfil our contractual obligations under this agreement; and
- 11.7.3. undertake internal testing of our system to test and improve the security, performance and provision of Sage One under this agreement. In these circumstances, we would anonymise all data (including Customer Data) used for such testing purposes.
- 11.8. You warrant and represent that:
- 11.8.1. you will comply with the Data Protection Laws;
- 11.8.2. you are authorised pursuant to the Data Protection Laws to disclose any personal data which you disclose or otherwise provide to us regarding persons other than yourself;
- 11.8.3. you will where required under the Data Protection Laws obtain all necessary consents in order for (i) you to disclose the personal data to us; (ii) us to process the personal data for the purposes of providing Sage One; (iii) us to disclose the personal data to those parties set out in clause 11.11 below including where the recipients of the personal data are outside the European Economic Area.
- 11.10. We warrant and represent that during the term of this agreement we will:
- 11.10.1. comply with the Data Protection Laws applicable to us whilst such personal data are in our control;
- 11.10.2. (having regard to the state of technological development and the cost of implementing any measures), take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected; and
- 11.10.3. take reasonable steps to ensure the reliability of our employees who have access to any personal data.
- 11.10. You acknowledge and agree that for the purposes of providing Sage One under this agreement personal data may be transferred outside the European Economic Area.
- 11.11. We may, subject to clause 11.7, provide Customer Data that you transfer to us pursuant to this agreement to:
- 11.11.1. our agents, service providers and other companies within the Sage group of companies;
- 11.11.2. law enforcement agencies;
- 11.11.3. any other person in order to meet any legal obligations on us, including statutory or regulatory reporting; and
- 11.11.4. any other person who has a legal right to require disclosure of the information.

## 12. Technical support and how we may access your Sage One account

- 12.1. During the period of your subscription, we aim to give you 24-hour technical support 7 days a week (although there may be times where we are unable to do this for reasons outside our control) covering problems you may have using Sage One. We may provide this by telephone, email, web-chat, remote assistance (where we will access your account and data online) or self-help online support as described in the Help Section of Sage One. You grant us the right to access your systems to provide such support (and, in the case of Accounts Extra, you shall ensure that we will have access to your systems for the Lead Business and each Additional Business using Accounts Extra so that we may provide you with support). If we do not have this access we may not be able to provide you with support.
- 12.2. We will not at any time give you technical support or other assistance for any hardware, third-party software, services or other equipment used with Sage One.

## 13. Intellectual Property Rights

- 13.1. Although you have rights to use Sage One as described in this agreement, you do not own any of the intellectual property rights in Sage One or any of its related logos. We (or the third party from whom we obtain our rights if we are not the owner) continue to own the intellectual property rights in Sage One and any related logos, including any software we provide to replace all or part of Sage One. The only rights you have to Sage One are as set out in this agreement.
- 13.2. You undertake not to use Sage's name or brand in any promotion or marketing or other announcement.

## 14. Our promises relating to Sage One

- 14.1. Whilst we aim to provide uninterrupted use of Sage One, unfortunately we can't guarantee this, for example, some interruptions may be caused by reasons outside our control and in such circumstances, we will not be responsible for any failure to perform our obligations in this agreement, and we will be excused from that failure for so long as those circumstances continue. Wherever possible, we will provide an advance warning notification on Sage One or by email of any known or planned interruptions and we will try to keep any interruption as brief as possible.
- 14.2. We do not promise:

- 14.2.1. that Sage One will meet your own needs;
- 14.2.2. that you will be able to use Sage One in any particular way;
- 14.2.3. that you will get particular outputs from Sage One;
- 14.2.4. the standard of the results you get from using Sage One; or
- 14.2.5. that, where you use our technical support services, we will be able to fix your problem or remedy your issue.
- The fact that you have told our representative about how you intend to use Sage One will not affect this clause as Sage One has been developed for many different types of users, and you are responsible for setting up and accessing Sage One so that you can use it in the way you need, and as best suits your circumstances.
- 14.3. We promise that we will use our reasonable skill and care to provide any service to you under this agreement.
- 14.4. This agreement describes all of our promises relating to Sage One. Unless this agreement says otherwise, we are not bound by any other contract terms, warranties or other type of promise. If, under any law, a particular term, warranty or other type of promise relating to Sage One would automatically be included in this agreement, we will only be bound by that term, warranty or promise to the extent prescribed by law.

## 15. Our liability and responsibility to you if something goes wrong

- 15.1. This clause 9.5 sets out our entire liability to you (including any Lead Business and/or Additional Business) which arises out of or in connection with this agreement whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise.
- 15.2. Subject to clauses 10.3 and 15.5, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising under or in connection with this agreement will be limited to paying you an amount which is equal to the total of all fees you have paid to us for your use of the relevant Sage One product during the 12 month period immediately preceding the date on which the claim arose (such relevant Sage One product being the product forming the subject matter of the claim).
- 15.3. Subject to clauses 10.3 and 15.5, we will not be responsible whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise for any of the following (even if we knew or should have known there was a possibility you could suffer or incur such loss or damage):
- 15.3.1. loss of profit, business or revenue and/or depletion of goodwill or similar losses;
- 15.3.2. loss of use or loss of or damage to data/information inputted by you into Sage One;
- 15.3.3. any interruption to your business or damage to information, however that interruption or damage is caused;
- 15.3.4. losses you suffer as a result of using Sage One other than as described in the relevant documents or instructions; and/or
- 15.3.5. any loss or damage which we could not have reasonably known about at the time you entered into this agreement including, without limitation any special, indirect or consequential loss or damage.
- 15.4. Nothing in this agreement will exclude or limit our liability for:
- 15.4.1. fraud;
- 15.4.2. death of or personal injury to any person as a result of our negligence; or
- 15.4.3. any other matter which cannot be excluded or limited under applicable law.
- 15.5. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent, permitted by law, excluded from this agreement.
- 15.6. Your and our responsibilities under this agreement are reasonable because they reflect that:
- 15.6.1. we cannot control how, and for what purposes, you use Sage One;
- 15.6.2. we have not developed Sage One specifically for you; and
- 15.6.3. although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure that Sage One is problem or error free.

## 16. How this agreement may be brought to an end and what happens on termination

- 16.1 We may end this agreement:
- 16.1.1 immediately if we or your Sage Accountant (if appropriate) do not receive your subscription fee or any other fees due to us under this agreement by the relevant due date; or
- 16.1.2 at any time on giving you at least 30 days' notice and if we do, we will refund to you any amounts you have paid in advance for the applicable subscription period calculated from the date of termination.
- 16.2 You may end this agreement at any time by sending us an email to support@sageone.com or by notifying your Sage Accountant (where your Sage Accountant has set up your Sage One account). In the case

of Accounts Extra, the Subscriber User must send this email. If you end this agreement, we will confirm the date that this agreement will end. We will not give you a refund for any amounts you have paid in advance for the applicable subscription period, and you must immediately pay all amounts you owe to us (or your Sage Accountant (as the case may be)) by the date this agreement ends. If you continue to use Sage One after the expiry of any subscription period we will be entitled to charge you for such use at our then current applicable fees.

- 16.3 If you choose not to pay the subscription fee to continue to use Sage One at the end of any trial period your access to Sage One will immediately end.
- 16.4 If you or we discover that the other has done something which is not allowed by this agreement, or has not done something that must be done, the one making such discovery can give the other written notice that the matter must be put right within 30 days. If the matter is put right in that time, no further action will be taken. If it is not put right in that time, the person who made the discovery may end this agreement upon giving the other notice in writing.
- 16.5 This agreement will automatically (i.e. without us having to tell you) and immediately end without refund if you or your Sage Accountant become bankrupt (or something similar happens) or your business or that of your Sage Accountant is not able to pay its debts, stops trading or becomes insolvent (or something similar happens). In those circumstances we will have no further obligation to you under this agreement and any monies due from you will become immediately due and payable.
- 16.6 No matter how this agreement ends, the information you store in Sage One remains your information and you can access it in a format provided by Sage One before the end of this agreement. If you (or your Sage Accountant) wish to access your information after this agreement has ended, you agree to pay our reasonable charges for that access.
- 16.7 In addition to our rights to end this agreement, we may also suspend your use of Sage One at any time if we (or your Sage Accountant if applicable) do not receive payment in full when due or if we suspect that you or your Sage Accountant has breached any part of this agreement. If you are an Accounts Extra customer, we may suspend your use of Accounts Extra for the Lead Business and each Additional Business regardless of which business is in breach of this agreement and/or has defaulted in payment.
- 16.8 Any suspension of your Sage One account will continue until such time that the breach in question has been remedied to our reasonable satisfaction and/or we have received payment from you in full. Where we suspend or terminate your use of Sage One under this clause 12, we may at our discretion agree to reactivate your account subject to you paying to us a reactivation fee.

## 17. What else do you need to know?

- 17.1. If a court or similar body decides that any wording in this agreement cannot be enforced, that decision will not affect the rest of this agreement, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.
- 17.2. If you or we fail to, or delay in, exercising any rights under this agreement, that will not mean that those rights cannot be exercised in the future.
- 17.3. This agreement and the documents we refer to above constitute the entire agreement between you and us for your use of Sage One, and replaces all documents, information and other communications (whether spoken or written) between us for such use.
- 17.4. As specified in clause 4.5, this agreement is 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) this agreement at any time without your consent.
- 17.5. A person who is not a party to this agreement has no right to enforce any term of it.
- 17.6. Where either party is required to notify the other party by email, the party shall be deemed to have received the email on the first business day following transmission.

## 18. Which laws govern this agreement?

If you subscribe to Sage One in the United Kingdom, this agreement is governed by the laws of England and you and we both agree that the courts of England will be the only courts that can decide on legal disputes or claims about this agreement.

If you subscribe to Sage One in the Republic of Ireland this agreement is governed by the laws of Ireland and you and we both agree that the courts of Ireland will be the only courts that can decide on legal disputes or claims about this agreement.



For further information visit  
[www.sage-exchange.co.uk/SageOne](http://www.sage-exchange.co.uk/SageOne)  
or call 1890 812 811