

## **ACCOUNTING SUBSCRIPTION AGREEMENT (last updated: October 2018)**

THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF ACCOUNTING.

YOU ACCEPT THIS AGREEMENT AND ITS TERMS EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY PROCEEDING TO USE ACCOUNTING.

IF YOU DO NOT AGREE WITH OR OTHERWISE ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE ACCOUNTING.

IF YOU ARE AN ACCOUNTING ACCOUNTANT, RESELLER, DEVELOPER OR PARTNER THIS AGREEMENT TAKES PRECEDENCE IN RELATION TO YOUR OPERATION AND USE OF ACCOUNTING AND APPLIES IN ADDITION TO ANY OTHER TERMS AND CONDITIONS IN PLACE BETWEEN US FROM TIME TO TIME GOVERNING YOUR RESALE, CUSTOMER REFERRAL OR DEVELOPMENT OF ACCOUNTING.

WE MAY CHANGE THIS AGREEMENT AND OUR [PRIVACY NOTICE](#) (WHICH YOU AGREE TO AS PART OF ACCEPTING THIS AGREEMENT) AT ANY TIME. WE WILL MAKE REASONABLE EFFORTS TO COMMUNICATE CHANGES TO YOU (WHICH MAY BE BY POSTING A MESSAGE WITHIN ACCOUNTING) BUT YOU MUST ENSURE THAT YOU REGULARLY CHECK, READ, UNDERSTAND AND AGREE TO THE MOST RECENT VERSIONS POSTED ON OUR WEBSITE. YOU WILL BE DEEMED TO ACCEPT ALL CHANGES BY CONTINUING TO USE ACCOUNTING.

### **1. DEFINITIONS AND INTERPRETATION**

1.1 The following definitions apply to this Agreement:

“**Accountant**” a professional financial advisor who subscribes to the accountant specific version of Accounting;

“**Accounting**” the solutions and services you or your Affiliates procure from us under this Agreement;

“**Aggregate Data**” has the meaning set out in clause 14.4;

“**Agreement**” these terms and conditions, our [Privacy Notice](#), the Schedules and any other documentation or terms and conditions referred to within any of them;

“**Approved Sub-Processors**” has the meaning set out in paragraph 9.1 of Schedule 2;

“**Affiliate**” any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For the purposes of this definition, “**control**” means direct or indirect ownership or control of more than 50% of the voting interests in the subject entity;

“**Business Day**” any day other than a Saturday, Sunday or public holiday when the banks in the capital city of the Sage entity you are contracting with are open for business;

“**Collateral**” additional documentation and digitally available content that describes Accounting, your subscription and/or Support, for example our website content, online user guides, emails, invoices, help and training materials, that we make available from time to time;

“**Customer Data**” any data and information submitted on your behalf into Accounting or collected and processed by or for you using Accounting, which may include data relating to your customers;

“**Customer Personal Data**” has the meaning set out in clause 14.1; “**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**” 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;

“**Free Trial**” access to Accounting for a limited time period as set out in the Collateral only free of charge to allow you to assess the suitability of Accounting for your business needs;

“**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 section) or interruption or failure of utility service, network or internet service provider;

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

“**Governing Law**” the law which governs this Agreement as set out at clause 15;

“**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 (but excludes Aggregate Data). Our Information includes the Services. Information of each party includes 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;

**“Non-Sage Applications”** third party services or products that interoperate with Accounting, including, for example, an application that is developed by or for you or by a third party;

**“Personal Data”** means any information relating to an identified or identifiable natural person (**“Data Subject”**); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**“Privacy Notice”** means Sage privacy notice posted on [www.sage.com](http://www.sage.com) (or such other URL as Sage may notify to you 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;

**“Promotional Price”** a reduced price off Accounting’s recommended retail price for a limited time period as set out in the Collateral which can be redeemed by entering a promotion or activation code as part of the registration process or using special links provided by us for registration; including without limitation buy-now prices for customers who chose not to complete a Free Trial;

**“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;

**“Support”** technical advice and assistance for Accounting as more particularly set out in the Collateral;

**“Taxes”** any taxes, duties or similar governmental assessments of any nature, including, for example, VAT, GST, sales, use or withholding taxes, assessable by any jurisdiction whatsoever;

**“User”** an individual who you authorise to use Accounting who may include your own employees, consultants, contractors and agents;

**“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;

**“you” or “your”** means the person, company or other legal entity accepting this Agreement and, where Accounting is procured on behalf of an Affiliate “you” and “your” shall include such Affiliate as the context requires.

1.2 In the event of any conflict between these terms and conditions and Schedule 1, then Schedule 1 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 Accounting available to you pursuant to this Agreement;

2.1.2 provide our Support for Accounting to you at no additional charge provided that we will not provide technical support or other assistance if you use the mobile application of Accounting only, or for any hardware, third-party software, services or Non-Sage Applications; and

2.1.3 use commercially reasonable efforts to make Accounting available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which we shall give at least 8 hours electronic notice and which We shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Pacific time), and (ii) any unavailability caused by a Force Majeure Event; and

2.1.4 use commercially reasonable efforts to provide the Support.

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

## 3. USE OF ACCOUNTING

3.1 Accounting is only available to bona fide end-users with a requirement for services of the nature of those that we provide. We reserve the right to terminate this Agreement without further liability to you where we have reasonable grounds to suspect that your use of Accounting is for competitive purposes (including competitive monitoring, assessment or otherwise).

3.2 Accounting is subject to usage limits. Unless otherwise specified, a User’s password must not be shared. Sage Accountants may link to their client’s Accounting account for the purposes of inputting, transferring and analysing data and documents on behalf of such clients (where the client permits this) and for making the Accounting service available to them. Not all Accounting features and functionality may be available on compatible mobile devices.

3.3 Access to Accounting is subject to the availability of your mobile or internet provider’s network availability. We are not responsible for the availability of services from your providers, including any loss, damage, error, or failure to transmit.

3.4 You shall:

3.4.1 remain responsible for: (a) Accounting being compatible with your mobile device, web browser, network and internet connections, and/or computer set-up and any associated applicable fees; (b) Users’ and your Affiliate’s compliance with this Agreement; and (c) access rights granted to your Accountant;

3.4.2 use commercially reasonable efforts to prevent unauthorised access to or use of Accounting, and notify us promptly of any such unauthorised access or use;

3.4.3 use Accounting only in accordance with this Agreement, the Collateral and applicable law and regulation; and

3.4.4 comply with any terms concerning Non-Sage Applications with which you use Accounting.

3.5 You shall not:

- 3.5.1 make Accounting available to, or use Accounting for the benefit of, anyone other than you, your Affiliates or Users and your Accountant;
  - 3.5.2 sell, resell, license, sublicense, distribute, rent or lease Accounting, or include Accounting in a service bureau or outsourcing offering without our prior written consent;
  - 3.5.3 use Accounting 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;
  - 3.5.4 use Accounting to store or transmit Malicious Code;
  - 3.5.5 interfere with or disrupt the integrity or performance of Accounting or third-party data contained therein;
  - 3.5.6 attempt to gain unauthorized access to Accounting or its related systems or networks;
  - 3.5.7 permit direct or indirect access to or use of Accounting in a way that circumvents a contractual usage limit;
  - 3.5.8 copy Accounting or any part, feature, function or user interface except as expressly permitted by this Agreement;
  - 3.5.9 frame or mirror any part of Accounting other than framing on your own intranets or otherwise for your own internal business purposes or as permitted in the Collateral;
  - 3.5.10 access Accounting in order to build a competitive product or service; or
  - 3.5.11 reverse engineer Accounting (to the extent such restriction is permitted by law).
  - 3.6 If we receive information that a Non-Sage Application used by you may adversely affect Accounting, or violate applicable law or third-party rights, upon notifying you, you shall promptly disable such Non-Sage Application or modify the Non-Sage Application to resolve the matter. If you do not take required action in accordance with the above, we may disable Accounting (or affected part) and/or Non-Sage Application until the potential violation is resolved.
  - 3.7 You can import bank feeds into Accounting directly from your existing banking services. The bank feeds service is provided to you either by Sage directly or by third-party bank feed aggregators on behalf of Sage. You must agree to the additional terms and conditions in Schedule 1 if you want to take advantage of the bank feeds service. Where the bank feeds service is provided to you by a third-party bank feed aggregator, you will also need to provide your internet banking credentials to the third-party bank feed aggregator to use the bank feeds service. Before you create a bank feed you must check that your use of this service does not breach the terms and conditions of your bank or account provider. In the case of conflict between this Agreement and Schedule 1, Schedule 1 takes precedence in relation to the bank feeds service only.
4. **AUDIT**  
We or our licensor may audit your use (including use of any User subscription) through Accounting. Should any audit reveal any unauthorised use of the Sage Service by you, you agree to pay to us the difference between the price charged by us to you for the applicable User subscription and our then-current list price for users of the full-use version of the applicable User subscription for all such unauthorised users, beginning with the date of the first violation through the end of the then current subscription term (the "**Overage Fee**"). Upon payment of the Overage Fee, all unauthorised User subscriptions will be converted into full-use subscriptions at our then-current list pricing for such full-use User subscriptions for the remainder of the then current subscription term and any subsequent subscription term.
5. **THIRD PARTIES**
- 5.1 We or third parties may make available (for example, through a marketplace) products or services, including, for example, Non-Sage Applications and implementation and other consulting services. Any acquisition by you of such third party products or services, and any exchange of data between you and any third party provider, is solely between you and the applicable third party provider. We do not warrant or support third party applications or other third party products or services, whether or not they are designated by us as a recognised Accounting developer application.
  - 5.2 If you install or enable a Non-Sage Application for use with Accounting, you grant us permission to allow the provider of that Non-Sage Application to access Customer Data as required for the interoperation of that Non-Sage Application with the Sage Service. We are not responsible for any disclosure, modification or deletion of Customer Data resulting from access by a Non-Sage Application. You also acknowledge that we may be provided access to your Non-Sage Application account to enable us or the third party provider of a Non-Sage Application to properly perform our obligations to you.
  - 5.3 Accounting may contain features designed to interoperate with Non-Sage Applications. If the provider of a Non-Sage Application ceases to make the Non-Sage Application available for interoperation with the corresponding Sage Service features on reasonable terms, we may cease providing those Sage Service features without entitling you to any refund, credit or other compensation.
6. **FEES AND PAYMENT FOR ACCOUNTING**
- 6.1 You must pay all fees due for Accounting at such rate and frequency as set out in the Collateral. Payment obligations are non-cancellable and fees paid are non-refundable (other than expressly set out in this Agreement). Usage limits purchased cannot be decreased during the relevant subscription term.
  - 6.2 At the end of a Free Trial or Promotional Price period, you will automatically be charged our standard list price for Accounting unless we advise you otherwise in writing or you terminate this Agreement prior to the end of such period in accordance with section 12.
  - 6.3 You will provide us with valid and updated payment details (for example credit or debit card information, direct debit instruction or with alternative payment information reasonably acceptable to us) to enable us to take payment for Accounting. This information will be used by us to take payment for any renewal subscription term(s) as set forth in section 12.2 and you now authorise us to do so.
  - 6.4 Unless otherwise stated, fees shall be payable in advance and invoiced charges are due 30 days from the date of the invoice. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information.
  - 6.5 Our fees do not include any Taxes. You are responsible for paying all Taxes associated with your purchases under this Agreement.
  - 6.6 If we have a legal obligation to pay or collect Taxes for which you are responsible under section 6.5, you will pay that amount following receipt of our invoice unless you provide us with a valid tax exemption certificate authorised by the appropriate tax authority.

- 6.7 If any invoiced amount is not received by us (or your Sage Accountant if we have agreed in advance that they can pay your fees for Accounting) by the due date, then without limiting our rights or remedies,
- 6.7.1 those charges may accrue late interest at the rate of 1.25% of the outstanding balance per month, or up to the maximum rate permitted by law, whichever is greater; and/or
- 6.7.2 we may apply shorter payment terms to any future subscription renewals.
- 6.8 If any amount owing by you under this Agreement for Accounting is 14 or more days overdue (or 5 or more days overdue in the case of amounts you have authorised us to charge to your credit or debit card), we may, without limiting our other rights and remedies, accelerate your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend access to Accounting for you (and your Affiliates' Accounting access even if your Affiliates have not defaulted in payment) you until such amounts are paid in full. We will give you at least 7 days' prior notice that your account is overdue, in accordance with section 16.1, before suspending services to you. If you were paying a Promotional Price for Accounting prior to suspension, if we reactivate your account you will no longer be eligible for the Promotional Price and will be charged our standard list price for Accounting unless we advise you otherwise in writing.
- 6.9 We will not exercise our rights under section 6.7 or 6.8 above if you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 6.10 You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

## 7. PROPRIETARY RIGHTS AND LICENSES

- 7.1 Subject to the limited rights expressly granted under this Agreement, we and our licensors reserve all of right, title and interest in and to Accounting, including all related intellectual property rights. No rights are granted to you other than as expressly set out in this Agreement.
- 7.2 We grant to you a worldwide, limited-term license to use Accounting subject to this Agreement and the Collateral.
- 7.3 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 Accounting in accordance with this Agreement. Subject to the limited licenses granted within this Agreement, we acquire no right, title or interest under this Agreement in or to Customer Data.
- 7.4 You grant to us and our Affiliates for the duration of protection of the intellectual property rights a worldwide, irrevocable, royalty-free license to use and incorporate into Accounting any suggestion, enhancement request, recommendation, correction or other feedback provided by you or users relating to the operation of Accounting.

## 8. CONFIDENTIALITY

- 8.1 Each party shall treat the other's Information as confidential and will not at any time copy, use or disclose to any person the other's Information, except as permitted by this Agreement or as otherwise authorised by the other party in writing.
- 8.2 Either party may disclose the other's Information:
- 8.2.1 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 this Agreement. Each party will ensure that their respective employees, contractors, officers, representatives, advisers and Affiliates to whom the Information is disclosed comply with this section 8; and
- 8.2.2 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.

## 9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- 9.1 Each party represents that:
- 9.1.1 it has validly entered into this Agreement and has the legal power to do so; and
- 9.1.2 that the person entering into this Agreement on its behalf has the power to bind that party and its Affiliates (as the case may be).
- 9.2 We warrant that (a) we will not materially decrease the overall security of Accounting during a subscription term, (b) Accounting will perform materially in accordance with the applicable Collateral, (c) we will not materially decrease the functionality of Accounting during a subscription term, and (d) Accounting will not introduce Malicious Code into your systems. For any breach of an above warranty, your exclusive remedies are those described in sections 12.3 and 12.4.
- 9.3 EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE WITHIN THIS AGREEMENT, 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.

## 10. MUTUAL INDEMNIFICATION

- 10.1 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 Accounting in accordance with this Agreement 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 Accounting, we may in our discretion and at no cost to you (i) modify Accounting so that it no longer infringes, without breaching our warranties under section 9.2; or (ii) obtain a license for your continued use of Accounting in accordance with this Agreement; or (iii) terminate your subscription for Accounting (or the infringing part) upon 30 days' written notice and refund you any prepaid fees covering the remainder of the term of the terminated subscription. The above defence and indemnification obligations do not apply to the extent

such claim arises from a Non-Sage Application, your breach of this Agreement or your continued use of the infringing element of Accounting after we have notified you not to use it.

- 10.2 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 Accounting in breach of this Agreement, 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.
- 10.3 This section 10 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 10.

#### 11. **LIMITATION AND EXCLUSION OF LIABILITY**

- 11.1 NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY YOU TO US UNDER THE ORDER FORM GIVING RISE TO THE LIABILITY IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU TO US UNDER THIS AGREEMENT. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT, STRICT LIABILITY OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR ACCOUNTING).
- 11.2 IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY DAMAGE CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS, LOST PROFITS, REVENUES 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 A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
- 11.3 NOTHING IN THIS SECTION 11 SHALL BE DEEMED TO EXCLUDE OR LIMIT LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

#### 12. **TERM AND TERMINATION**

- 12.1 This Agreement commences on the date you first accept it and continues until terminated by either party in accordance with this Agreement.
- 12.2 Subscriptions will automatically renew for additional periods equal to the expiring subscription term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. If we have agreed in advance that your Sage Accountant will pay the fees for your access to Accounting you must inform your Sage Accountant if you wish to terminate this Agreement and we will only act on your Sage Accountant's instructions in relation to the administration of your Accounting account.
- 12.3 Save for customers in a Free-Trial or paying a Promotional Price, the per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless we have given you written notice of a pricing increase at least 30 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter.
- 12.4 A party may terminate this Agreement:
- 12.4.1 upon 14 days written notice to the other party of a material breach if such breach remains unremedied at the expiration of such period; or
- 12.4.2 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.
- 12.5 You may terminate this Agreement upon 14 days written notice to us if we make a change to this Agreement which is materially detrimental to you, provided that you provide such written notice to us within 7 days of receiving notification of the change.
- 12.6 If this Agreement is terminated by you in accordance with sections 12.4 or 12.5, we will refund you any prepaid fees covering the remainder of the term after the effective date of termination. If this Agreement is terminated by us in accordance with section 12.4, you will pay any unpaid fees covering the remainder of the term. In no event will termination relieve you of your obligation to pay any fees payable to us for the period prior to the effective date of termination.
- 12.7 Upon request by you made within 28 days after the effective date of termination or expiration of this Agreement, we will make the Customer Data available to you for export or download as provided in the Collateral. After that 28-day period, we will have no obligation to maintain or provide Customer Data, and will thereafter delete, destroy or put beyond use all copies of Customer Data in our systems or otherwise in our possession or control as provided in the Collateral, unless legally prohibited.
- 12.8 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 12.9 Termination or expiry of this Agreement 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 the Agreement which existed at or before the date of termination or expiry.

#### 13. **ANTI-BRIBERY AND CORRUPTION**

- 13.1 Each party will and will procure that persons associated with them:
- 13.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the "Relevant Requirements");
- 13.1.2 not engage in any conduct which would constitute an offence under any of the Relevant Requirements;
- 13.1.3 not do, or omit to do, any act that may lead the other party to be in breach of any Relevant Requirements;

- 13.1.4 promptly report to the other party any request or demand for any undue financial or other advantage received by it in connection with this Agreement;
- 13.1.5 have and maintain in place during the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

#### 14. DATA PROTECTION

- 14.1 For the purposes of this Agreement, the parties agree that you are the Data Controller in respect of Personal Data contained within Customer Data (“**Customer Personal Data**”) and as Data Controller, you have sole responsibility for its legality, reliability, integrity, accuracy and quality. To the extent that Sage Processes any Customer Personal Data, the terms of Schedule 2 shall apply and the parties agree to comply with such terms.
- 14.2 You warrant and represent that:
  - 14.2.1 you will comply with and will ensure that your instructions for the Processing of Customer Personal Data will comply the Data Protection Laws;
  - 14.2.2 you are authorised pursuant to the Data Protection Laws to disclose any Customer Personal Data which you disclose or otherwise provide to us regarding persons other than yourself;
  - 14.2.3 you will where necessary, and in accordance with the Data Protection Laws, obtain all necessary consents and rights and provide all necessary information and notices to Data Subjects in order for:
    - (i) you to disclose the Customer Personal Data to us;
    - (ii) us to Process the Customer Personal Data for the purposes set out in this Agreement; and
    - (iii) 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.
- 14.3 Where, and to the extent we Process your Personal Data as a Data Controller in accordance with our [Privacy Notice](#), we shall comply with all Data Protection Laws applicable to us as Data Controller.
- 14.4 You agree that we may record, retain and use Customer Data generated and stored during your use of Accounting (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:
  - 14.4.1 deliver advertising, marketing (including in-product messaging) or information to you which may be useful to you, based on your use of Accounting;
  - 14.4.2 carry out research and development to improve our, and our Affiliates’, services, products and applications;
  - 14.4.3 develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) to you and other Sage customers;
  - 14.4.4 provide you with location based services (for example location relevant content) where we collect geo-location data to provide a relevant experience,provided that Sage shall only record, retain and use the Customer Data and/or Process Customer Personal Data on a pseudonymised basis, displayed at aggregated levels, which will not be linked back to you or to any living individual (“**Aggregate Data**”). Sage will be the owner of all right, title and interest in the Aggregate Data. If at any time you do not want us to use Customer Data in the manner described in this clause 14.4, please contact us at the email address set out in our [Privacy Notice](#).

#### 15. GENERAL PROVISIONS

- 15.1 Accounting 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 Accounting in a U.S.-embargoed country or in violation of any U.S. export law or regulation.
- 15.2 Neither party may assign any of its rights or obligations under this Agreement without the other party’s prior written consent (not to be unreasonably withheld) except that either party may assign this Agreement in its 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 this Agreement 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, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns. 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.
- 15.3 Other than the third parties referred to in Schedule 1, there are no other third-party beneficiaries under this Agreement. Except as expressly set out in this Agreement, a person who is not a party to this Agreement will have no rights to enforce any terms of this Agreement.
- 15.4 This Agreement constitutes 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 this Agreement which are not set out expressly in it, except this does not exclude a party’s liability for fraud.
- 15.5 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. 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.

- 15.6 Each party is an independent contractor and neither party will represent itself as agent, servant, franchisee, joint venturer or legal partner of the other.
- 15.7 If a party fails to, or delay in, exercising any rights under this Agreement, that will not mean that those rights cannot be exercised in the future.
16. **NOTICES, GOVERNING LAW AND JURISDICTION**
- 16.1 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) immediately for personal delivery, (ii) the second Business Day after mailing, or (iii) the first Business Day after sending by email (provided email shall not be sufficient for notices of 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 Accounting system administrator designated by you. For us notices should be sent to (i) North Park, Newcastle upon Tyne, NE13 9AA, where you are contracting with Sage Global Services Limited, and (ii) 271 17<sup>th</sup> St. NW, Atlanta, GA 30327, United States, where you are contracting with Sage Global Services US, Inc.
- 16.2 This Agreement 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 (i) England if you are contracting with Sage Global Services Limited and (ii) the State of Georgia and controlling United States federal laws if you are contracting with Sage Global Services US, Inc.
- 16.3 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 this Agreement or the legal relationships established by it.
- 16.4 We are entering into this Agreement as principal and not as agent for any other Sage company. Subject to any permitted assignment under section 15.2, the obligations owed by us under this Agreement shall be owed to you solely by us and the obligations owed by you under this Agreement shall be owed solely to us.

## **Schedule 1 – Additional Terms and Conditions for Bank Feeds**

**PART A. Sage Bank Feeds:** These terms and conditions apply to the bank feeds service provided directly by Sage (“**Sage Bank Feeds**”). You must ensure that you check your bank’s or account provider’s (“**Bank**”) internet banking terms and conditions to ensure you can use Sage Bank Feeds with your specific online account. These terms should be read in conjunction with your Bank’s internet banking terms and conditions:

### **1. Description of the Service**

Sage Bank Feeds is a service provided by Sage. We are responsible for the provision of Sage Bank Feeds and for the handling of all transaction and other account data (“**Bank Account Data**”) you provide to us 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.

### **2. Your Use of Sage Bank Feeds**

#### *The service and activation*

- 2.1. 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.
- 2.2. If any of your advisors (such as your accountant or professional advisors) (“**Advisor**”), use Sage Bank Feeds then you must make them aware of these terms. Any Advisors who may use Sage Bank Feeds agree to be bound by these terms as if they are a direct customer of Sage Bank Feeds. We recommend that you consider the suitability of any individuals or Advisor that you permit to access and operate your account with your Bank and to access and authorise actions in relation to your Bank Account Data, any data or information submitted on your behalf into Sage Bank Feeds (“**Bank Feeds Customer Data**”), Personal Data and any data relating to a debit or credit card or debit or credit card cardholder including the primary account number, the cardholder name, the expiry date, and any other data which is governed by the Payment Card Industry Data Security Standard (“**Card Data**”). Your Advisors are not permitted to use Sage Bank Feeds without your prior written consent or authority.
- 2.3. Following activation of Sage Bank Feeds, your Bank Account Data will be imported into Sage Bank Feeds 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 online content that we make available from time to time in respect of Sage Bank Feeds (“**Collateral**”).
- 2.4. You understand, acknowledge and agree:
  - 2.4.1. that Sage Bank Feeds is a business finance information management service providing you with more comprehensive information on Accounting 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;
  - 2.4.2. 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;
  - 2.4.3. 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;
  - 2.4.4. that you remain responsible for users’ and your Affiliates compliance with this Part A of Schedule 1;
  - 2.4.5. be responsible for the accuracy, quality and legality of Bank Feeds Customer Data and the means by which you acquire Bank Feeds Customer Data;
  - 2.4.6. use commercially reasonable efforts to prevent unauthorised access or use of Sage Bank Feeds, and notify us promptly of any such unauthorised access or use;
  - 2.4.7. use Sage Bank Feeds only in accordance with the Collateral and applicable law and regulation; and
  - 2.4.8. to provide true, accurate, current, and complete information about yourself and your business bank accounts and you agree to not misrepresent your identity or your business bank account information.
- 2.5. By importing your Bank Account Data into Accounting, you understand and agree that:
  - 2.5.1. Users who are authorised to use Accounting will be able to access your Bank Account Data according to the user access permissions set for Accounting. We recommend you carefully consider your Accounting access rights to ensure the confidentiality of your Bank Account Data; and
  - 2.5.2. Bank Account Data will remain in Accounting until it is deleted by you or it is otherwise deleted in accordance with this agreement.

#### *The rights you grant to us*

- 2.6. By using Sage Bank Feeds, you authorise Sage to access, receive, reconfigure and store your Bank Account Data relating to those business bank accounts designated by you, on your behalf, and to import this into Accounting. 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).
- 2.7. 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.

2.8. You understand and agree that Sage Bank Feeds is not sponsored or endorsed by your Bank or any other third parties.

#### *Your consent*

- 2.9. 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.
- 2.10. You represent that you are a legal owner of, and that you are authorised to provide us with, all registration and business bank 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 our customer's authority and consent to provide us with all registration and business bank account information necessary.
- 2.11. You may withdraw your consent for the provision of your Bank Account Data to Sage for one or more business bank accounts held with your Bank 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 business bank account, we will stop the data feed which imports the relevant Bank Account Data into Accounting 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.

#### *Restrictions*

- 2.12. You are permitted to use content delivered to you through Sage Bank Feeds only on Sage Bank Feeds.
- 2.13. 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 your use of Sage Bank Feeds 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).
- 2.14. You shall not:
- 2.14.1. (with the exception of Advisors who may use Sage Bank Feeds on behalf of customers) make Sage Bank Feeds available to, or use Sage Bank Feeds for the benefit of, anyone other than you, your Affiliates or users;
  - 2.14.2. sell, resell, license, sublicense, distribute, rent or lease Sage Bank Feeds, or include Sage Bank Feeds in a service bureau or outsourcing offering;
  - 2.14.3. 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;
  - 2.14.4. use Sage Bank Feeds to store or transmit malicious code;
  - 2.14.5. interfere with or disrupt the integrity or performance of Sage Bank Feeds or third-party data contained therein;
  - 2.14.6. attempt to gain unauthorized access to Sage Bank Feeds or its related systems or networks;
  - 2.14.7. permit direct or indirect access to or use of Sage Bank Feeds in a way that circumvents a contractual usage limit;
  - 2.14.8. copy Sage Bank Feeds or any part, feature, function or user interface except as expressly permitted by this agreement;
  - 2.14.9. frame or mirror any part of Sage Bank Feeds other than framing on your own intranets or otherwise for your own internal business purposes or as permitted in the Collateral;
  - 2.14.10. access Sage Bank Feeds in order to build a competitive product or service; or
  - 2.14.11. reverse engineer or reverse compile Sage Bank Feeds or its technology.
- 2.15. 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.

### **3. Our Responsibilities**

- 3.1. We will:
- 3.1.1. make Sage Bank Feeds available to you pursuant to this agreement; and
  - 3.1.2. provide our standard support for Sage Bank Feeds; and
  - 3.1.3. 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 any circumstance not within Sage'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 or interruption or failure of utility service, network or internet service provider.
- 3.2. We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Bank Feeds 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 Bank Feeds 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 our customer expressly permits in writing).
- 3.3. We will be responsible for the performance of our personnel (including our employees and contractors) and their compliance with our obligations under this agreement, except as otherwise specified within this agreement.
- 3.4. We warrant that:
- 3.4.1. Sage Bank Feeds will perform materially in accordance with its Collateral,
  - 3.4.2. we will not materially decrease the functionality of Sage Bank Feeds during a subscription term, and
  - 3.4.3. Sage Bank Feeds and 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) will not introduce code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses into your systems.

- 3.5. For any breach of the warranties set out in section 3.4 above, your exclusive remedies are those described in section 18.4 of this agreement as set out above.
- 3.6. 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.
- 3.7. 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.

#### **4. Proprietary Rights and Licences**

- 4.1. Subject to the limited rights expressly granted under this agreement, we and our licensors reserve all of right, title and interest in and to Sage Bank Feeds, including all related intellectual property rights. No rights are granted to you other than as expressly set out in this agreement.
- 4.2. We grant to you a worldwide, limited-term license to use Sage Bank Feeds and any other information developed by us or obtained by us from our content licensors that is provided to you in connection with Sage Bank Feeds, subject to this agreement and the Collateral.
- 4.3. You grant us and our Affiliates a worldwide, limited-term license to host, copy, transmit and display Bank Feeds Customer Data, as necessary for us to provide Sage Bank Feeds in accordance with this agreement. Subject to the limited licenses granted within this agreement, we acquire no right, title or interest under this agreement in or to Bank Feeds Customer Data.
- 4.4. 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.
- 4.5. 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 this agreement for the purpose of identifying you as a customer.

#### **5. Mutual Indemnification**

- 5.1. 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 this agreement 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 3.4 above; or (ii) obtain a license for your continued use of Sage Bank Feeds in accordance with this agreement; or (iii) terminate your subscription for Sage Bank Feeds upon 30 days' written notice and refund you any prepaid fees covering the remainder of the term of the terminated subscription. The above defence and indemnification obligations do not apply to the extent such claim arises from your breach of this agreement or your continued use of the infringing element of Sage Bank Feeds after we have notified you not to use it.
- 5.2. You will defend us against any claim, demand, suit or proceeding made or brought against us by a third party alleging that Bank Feeds Customer Data, or your use of Sage Bank Feeds in breach of this agreement, or your use of any information developed by us from our content licensors and provided to you in connection with Sage Bank Feeds in breach of this agreement, 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 section 2.2 above or our withdrawal of your access to Sage Bank Feeds pursuant to section 5.12 below.
- 5.3. This section 5 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 5.

#### **6. LIMITATION AND EXCLUSION OF LIABILITY**

- 6.1. SAGE'S TOTAL AGGREGATE LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH SAGE BANK FEEDS AND/OR THIS PART A OF SCHEDULE 1 WILL IN NO EVENT EXCEED THE SUM OF £500 (FIVE HUNDRED POUNDS STERLING). THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT, STRICT LIABILITY OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.
- 6.2. 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 6.3 BELOW) 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.
- 6.3. IN THE EVENT OF A LOSS OF OR DAMAGE TO YOUR BANK FEEDS 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.
- 6.4. YOU AND WE EACH AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 6 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.

6.5. NOTHING IN THIS SECTION 6 SHALL BE DEEMED TO EXCLUDE OR LIMIT LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

## 7. Term and Termination

7.1. As Sage Bank Feeds is a service which is dependent on you having an active licence for Accounting, your use of Sage Bank Feeds will automatically terminate if this agreement expires or is otherwise terminated.

7.2. This agreement will automatically terminate if:

7.2.1. 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

7.2.2. in the case of an Advisor, we receive notification from a customer that it has withdrawn its consent for you to act for and on behalf of it under this Agreement, in which case your right to use Sage Bank Feeds shall cease immediately.

7.3. Upon request by you made within 90 days after the effective date of termination or expiration of this agreement, we will make the Bank Feeds 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 Bank Feeds Customer Data, and will thereafter delete or destroy all copies of Bank Feeds Customer Data in our systems or otherwise in our possession or control as provided in the Collateral, unless legally prohibited.

7.4. 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 this Part A of Schedule 1 shall terminate automatically in the event of Sage's withdrawal or termination of Sage Bank Feeds.

## 8. General

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 Accounting or Sage Bank Feeds in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

**PART B. Yodlee Bank Feeds:** These terms and conditions apply to the bank feeds service provided by Yodlee Inc. ("**Yodlee Bank Feeds**"). You must ensure that you check your bank's or account provider's ("**Bank**") internet banking terms and conditions to ensure you can use Yodlee Bank Feeds with your specific online account. These terms should be read in conjunction with your Bank's internet banking terms and conditions:

1. **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.

2. **Proprietary Rights.** You are permitted to use content delivered to you through Yodlee Bank Feeds only on Accounting. 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 Yodlee Bank Feeds technology, including but not limited to, any Java applets associated with Yodlee Bank Feeds.

3. **Content You Provide.** You are licencing to us and Yodlee any information, data, passwords, materials or other content (collectively, "Content") you provide through or to Yodlee Bank Feeds. Sage and Yodlee may use, modify, display, distribute and create new material using such Content to provide Yodlee Bank Feeds 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.

4. **Third Party Accounts.** By using Yodlee Bank Feeds, 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 Yodlee Bank Feeds is not endorsed or sponsored by any third party account providers accessible through Yodlee Bank Feeds.

5. **DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(1) YOUR USE OF YODLEE BANK FEEDS AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM YODLEE BANK FEEDS IS AT YOUR SOLE RISK. YODLEE BANK FEEDS IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SAGE AND YODLEE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO YODLEE BANK FEEDS AND ALL INFORMATION, PRODUCTS AND

OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM YODLEE BANK FEEDS, 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) YODLEE BANK FEEDS WILL MEET YOUR REQUIREMENTS, (ii) YODLEE BANK FEEDS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF YODLEE BANK FEEDS WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, BANK FEEDS SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH YODLEE BANK FEEDS WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF YODLEE BANK FEEDS 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 YODLEE BANK FEEDS WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

- 6. 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 YODLEE BANK FEEDS; (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 YODLEE BANK FEEDS; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON YODLEE BANK FEEDS; (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 YODLEE BANK FEEDS.
- 7. 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 Yodlee Bank Feeds, 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.
- 8.** 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.

**PART C. Perspecteev Bank Feeds:** These terms and conditions apply to the bank feeds service provided by Perspecteev (hereinafter "Perspecteev"). Perspecteev operates an application known as "Bankin", which is intended to permit any individual to become a user (hereinafter "User" or "You") and gain access to an online tool for managing bank accounts (hereinafter the "Service").

The purpose of these General Terms and Conditions of Use ("GTCU") is to set out the characteristics of the Service and the terms and conditions of its use, and to define the rights and obligations of all Bankin application Users.

You are hereby informed that use of the service offered by Perspecteev is subject to your unconditional acceptance of these General Terms and Conditions of Use.

## **1. Purpose of these General Terms and Conditions of Use**

### **1.1. Description of the Service**

You acknowledge that the Service offered by Perspecteev is solely intended to provide You with an application that assists with personal finance management, and that any management decisions You make will be made autonomously and independently from the Service provided by Perspecteev. Perspecteev does not provide any asset or portfolio management advice or investment recommendations.

The Service offered by Perspecteev does not in any way consist in carrying out banking, payment or stock exchange transactions. The Service's functionalities do not permit these types of transactions to be carried out.

You are hereby informed that Perspecteev is a commercial company that does not offer any banking, payment or investment services or any ancillary services within the meaning of the French Monetary and Financial Code.

Perspecteev is not authorized to provide such services and has not been licensed by the relevant authorities to provide them. Accordingly, You are hereby informed that Perspecteev cannot be considered to be a credit or payment institution.

## 1.2. Characteristics of the Service

The Bankin application offers a tool for online bank account, which is reserved for the personal use of each User.

It enables You to use a secure application to view all of the bank accounts You hold with different banks and the transactions registered on these accounts.

The Service offered by Perspecteev utilizes raw, unenhanced data. The Bankin application can be used to reorganize the data according to a structure that is specific to the application. Bankin Users are the sole owners of the data. Users have lawful access to the data and are freely entitled to exploit it.

## 2. Enrollment and Access to the Service

### Acceptance and Enforcement of the General Terms and Conditions of Use

To create a user account and access the Bankin application, You must accept these General Terms and Conditions of Use, which constitute a contract between You and Perspecteev.

You can accept these General Terms and Conditions of Use through a process designed to ensure the integrity of your consent. You will first be invited to read these General Terms and Conditions of Use.

Perspecteev reserves the right to modify these General Terms and Conditions of Use as it deems necessary and useful. You will be invited to review the modified General Terms and Conditions and accept or reject them as set out in section 11.

In any event, your use of the Service indicates your unconditional acceptance of the General Terms and Conditions of Use in force at the time of use.

If any of the clauses of these General Terms and Conditions of Use are held to be invalid, never to have been written, or without effect, for any reason whatsoever, the other clauses will not be affected by such defects in any way and will remain in full force and effect.

## 3. How the Bankin Application Works

### 3.1. Bank Account Registration and Synchronization of Banking Data

The Bankin application provides You with a simple and convenient overview of all your bank accounts. You simply register the accounts You hold with different banking institutions and synchronize your bank statements.

The Bankin application can be used to register and update accounts automatically and all at once. This functionality is available only for certain banking institutions. You can consult the list of eligible institutions via the drop-down synchronization menu.

To register a bank account, You must select the name of the banking institution that holds your bank account(s) and then register your login(s) or account number(s) and password(s) for the banking institution(s).

Once You have provided this information and your account(s) have been synchronized with the Bankin application, your data will be updated automatically.

Perspecteev may decide, as of right and with no entitlement to compensation, (i) to withdraw a banking institution from the list of eligible banking institutions or (ii) to discontinue the option for automatic bank account synchronization and updating. Perspecteev will make an effort to give You reasonable advance notice of such withdrawals or discontinuations.

In order to improve the application's functionalities, Perspecteev reserves the right to suspend access to the application for a set period of time. In that case, Perspecteev will make an effort to give You reasonable advance notice that access will be suspended.

Perspecteev will not under any circumstances be liable for the bank information and data obtained from the websites of your banking institutions, and in particular for the updating of such data.

You are solely responsible for the banking data that is synchronized with your banks and You agree to grant access to said personal data for the purpose of using the Bankin application.

In order to automatically update each User's bank accounts and collect the corresponding banking data from different online banking services, passwords for these services must be entered automatically. **You therefore accept the automated entry of the different passwords associated with the online banking services in which You enroll, and You are responsible for verifying that such operations are compatible with your contractual obligations to the banking institutions that hold your bank accounts.**

## 3.2. Management of Personal Data

### 3.2.1. Disclosure of Personal Data

You expressly agree to allow your personal data relating to the accounts You hold with the banking institutions to be disclosed to Perspecteev (login and password for access to the bank's web interface, account number, bank card number, account balance and account transactions), and to waive banking secrecy in favor of Perspecteev so that it can provide the Service, conduct maintenance operations and provide online assistance.

Accordingly, You authorize Perspecteev to access, in your name and on your behalf, each of your registered bank accounts for the purpose of carrying out all of the actions required in order to provide the Service.

### 3.2.2. Confidentiality of Personal Data

Perspecteev protects the confidentiality of the data it collects and attaches the utmost importance to ensuring that its web hosts and technology suppliers do the same. In this regard, Perspecteev takes all necessary precautions to preserve the confidentiality of said data and represents that it works with trustworthy web hosts and technology suppliers that are known for their reliable services and for the high degree of protection they provide for the confidentiality of personal data.

You are hereby informed that the disclosure of your authentication information (logins, passwords, etc.), in particular to Perspecteev, could constitute a violation of the general terms and conditions of use of your banking institution's(s') online banking service. **You are aware that this may entail a full or partial waiver of your banking institution's(s') liability for the potentially harmful consequences of such disclosure, particularly in the event of fraudulent use of the data disclosed to Perspecteev. You represent that You are fully aware of this possibility and accept it in full knowledge of the consequences. You accordingly agree not to hold Perspecteev liable for any loss or damage relating to any use of the disclosed data.**

The personal data and authentication information that is disclosed will be used solely for the purpose of providing the Service.

### 3.2.3. Processing of Personal Data

You expressly agree that, for the purpose of automatically updating the bank accounts You hold with banking institutions, the authentication data used for synchronization (logins, passwords, etc.) may be encrypted and anonymized and then be transmitted as necessary to Perspecteev's web hosts and technology suppliers, which are based in the European Union and which will then synchronize the data with each of your registered banking institutions.

Perspecteev provides You with access to an appendix specifying the territory where the recipients of such data operate and explaining how the data is used (available on request).

You can also access Perspecteev's cookies policy.

### 3.2.4. Protection of Personal Data

In order to provide adequate protection for your personal data, Perspecteev has ensured that its web hosts and technology providers offer all possible safeguards to ensure the protection of said data, as prescribed by the European Commission.

In this regard, its web hosts and technology providers take all necessary measures to protect data that can be used to identify You, and they use such data solely for the purposes of providing the Service.

You are hereby informed that your personal data will not be processed by Perspecteev's web hosts unless Perspecteev instructs them to do so. In that case, Perspecteev will take all necessary precautions with regard to the nature of the data and the risks that its processing presents, with a view to maintaining the security of your personal data.

### 3.2.5. Statistical Processing

You recognize Perspecteev's right to use the data for statistical purposes and, once the data has been anonymized, to transfer or assign the corresponding statistical results to any third party.

### 3.2.6. Protection of Privacy

This section is devoted to Perspecteev's privacy protection policy. It provides You with details regarding the collection and use of your personal data, as well as your rights in this regard, in the aim of ensuring You have a positive and confident experience with the Service. This section is thus important for You as a User.

### 3.2.6.1. User Rights

The French Data Protection Act of January 6, 1978 (*Loi Informatique et Libertés*), as amended by the Act of August 6, 2004 relating to the protection of natural persons with regard to the processing of personal data, provides that information processing must be used for the benefit of each citizen. It must not violate human identities, human rights, privacy, individual freedom, or civil liberties.

You have the right to object, for legitimate reasons, to the processing of your personal data.

You have the right to access and correct data that concerns You. You can exercise this right by contacting Perspecteev's User Relations Department: Service Relations Users, Perspecteev, ESSEC Ventures Campus, ESSEC, 1 Avenue Bernard Hirsch, 95000 Cergy, France, providing proof of your identity by attaching a copy of your valid identity document to your request and indicating your email address. Because individuals who wish to exercise this right are required by law to prove their identity, for security reasons Perspecteev reserves the right to request other supporting documents in case of doubt about the value and authenticity of the proof You provide.

You have the right to opt out of allowing your data to be used for marketing purposes.

### 3.2.6.2. Perspecteev's Policy

Perspecteev attaches the utmost importance to respecting your privacy and complies with the provisions of the Act of January 6, 1978 as amended in 2004.

Perspecteev is responsible for the processing of personal data provided by Bankin application Users and has reported this processing to the French data protection authority, *Commission Nationale de l'Informatique et des Libertés* (CNIL).

Collected data is subject to computer processing for the purpose of managing your personal finances via mobile phones and the web and generating anonymous statistics, and for solicitation and marketing-related activities.

Your personal data is intended for transmission to Perspecteev and its business partners, with the exception of data covered by bank secrecy, which is never disclosed to said partners.

Subject to this proviso, Perspecteev will not transmit your data without your consent.

As provided in section 9, Perspecteev may use your personal data for direct or indirect marketing.

In this regard, Perspecteev attaches the utmost importance to obtaining your consent before your personal data is used for direct marketing by Perspecteev's business partners. This is done by means of a checkbox, as prescribed by CNIL.

In any event, You can opt out of allowing your personal data to be used for marketing at any time by sending an email to the following address: [opposition@bankin.com](mailto:opposition@bankin.com).

## 4. Intellectual Property Rights

In accordance with the provisions of the French Intellectual Property Code, Perspecteev is the exclusive owner of the intellectual property rights in the Service and each of its constituent parts (i.e. associated trademarks and the Bankin application and each of its constituent parts, including the related database and documentation). As such, Perspecteev is the exclusive owner of intellectual property rights in the software, interfaces, know-how, data, text, articles, newsletters, press releases, presentations, brochures, illustrations, photographs, computer programs, animations, and all other information that it provides to You.

These General Terms and Conditions of Use do not grant You any proprietary rights in the Service or any of its components, which are and shall remain Perspecteev's exclusive property.

The provision of the Service as provided for under these General Terms and Conditions of Use shall not be construed as a transfer of ownership to You.

Accordingly, You agree not to carry out any act or activity likely to directly or indirectly violate Perspecteev's intellectual property rights. You will be personally responsible for handling, and agree to indemnify and hold Perspecteev harmless against any third-party claims against Perspecteev based on the grounds that the data that can be downloaded, stored, or reconstituted via the Service is subject to intellectual property rights which have been violated by said functionalities.

You are not authorized to reproduce, display, modify, translate and/or adapt any of the Service's constituent parts, in part or in full, or to reproduce or display such translations, adaptations and/or modifications, in part or in full, without Perspecteev's prior written authorization.

Any trademarks of products or services contained in or associated with the Service that do not belong to Perspecteev belong to their owners. References to the names, trademarks, products or services of third-party banking institutions do not constitute recommendations of their products or services.

## 5. Security

User accounts constitute an automated data processing system. Fraudulent access and any alterations to said system are prohibited and subject to criminal prosecution.

Sage and Perspecteev agree to do their utmost to ensure the security of user accounts. Considering the complex nature of the Internet and mobile telephone environment, Sage and Perspecteev are not bound by any obligation to achieve a specific result in this regard.

Perspecteev represents that it uses 256-bit encryption algorithms, as SSL and TLS protocols constitute a high standard of proven data security. The Service is also audited by independent external companies.

You are aware and acknowledge that data that circulates on the Internet or on mobile phone networks is not necessarily protected, particularly against potential misuse.

You represent that You are familiar with the nature and technical characteristics of Internet and mobile telephone networks, and You accept their technical constraints and the response times necessary to consult, retrieve or transfer data relating to the Service.

You are solely responsible for the use and implementation of measures to secure, protect and safeguard your hardware, software and data. In this regard, You agree to take all appropriate measures to protect your own data.

You agree not to do anything that could compromise the security of the system.

As a general matter, You are strongly advised (i) to ensure that the password You choose contains both numbers and lowercase and capital letters, in order to make the password sufficiently complex, (ii) to back up your data regularly, and (iii) to update the software You use to directly or indirectly use the Service.

You are strongly advised not to use the service on a mobile phone or computer that You do not own or which is subject to shared use with others. In these cases, Perspecteev will not under any circumstances be liable for any loss or damage You incur.

You must notify Perspecteev immediately (at the following address: [contact@bankin.com](mailto:contact@bankin.com)) if the banking data disclosed to Perspecteev is lost, stolen or misused, or, more generally, if the data's confidentiality has been compromised in any way.

**You will be personally responsible for ensuring, with regard to your banking institution(s), that Perspecteev and its web hosts and technology providers are able to connect to the banking institution's(s') website(s) and access your bank account data for the purpose of providing the Service. Accordingly, You agree to indemnify and hold Perspecteev harmless against any third-party claims against Perspecteev on the grounds that access to automated processing systems for third-party data is not authorized.**

## 6. Illegal Content

You agree not to use the Service other than for its intended purpose, including but not limited to by accessing data that You have no right to access, downloading data that is illegal or violates the rights of third parties, or using the Service for unlawful purposes.

If this occurs, Perspecteev will not under any circumstances be held liable for the harmful consequences of such misuse of the Service. Perspecteev further reserves the right to delete any content that is illegal or violates third-party rights as soon as it is brought to Perspecteev's attention.

## 7. Liability

In fulfilling its obligations under these General Terms and Conditions of Use, Perspecteev is bound by an obligation to use its best efforts.

You agree to use the Service in compliance with all of the requirements set out in these General Terms and Conditions of Use. Notwithstanding any provision to the contrary in these General Terms and Conditions of Use, Perspecteev and its web hosts and technology providers shall never be liable for any loss or damage if You have not fulfilled your own obligations.

Should You fail to comply with the provisions and requirements of these General Terms and Conditions of Use, You agree to compensate Perspecteev in the event of a complaint, legal action, lawsuit or judgment against it which is initiated by any third party for any reason whatsoever.



In the event of a disagreement or dispute, You must prove that You have duly fulfilled your obligations under these General Terms and Conditions of Use.

You expressly accept that You are liable for the use of the Bankin application and the information and tools included in or accessible via the Service.

You are personally and solely liable for the computer and phone equipment, software, browser, modem and in general any material You need and which is not supplied by Perspecteev in connection with the use of the Service.

Perspecteev cannot guarantee that the Service will satisfy your specific needs and requirements or that it will be provided without interruption.

As Perspecteev cannot guarantee that all of the banking institutions that hold your accounts are covered by its offer, and it has no control over the data relating to your bank accounts, Perspecteev or, as the case may be, its web hosts and technology providers, will not be liable for any loss or damage resulting from:

- the unsuitability of the Service for a specific use or for your requirements and expectations, as the Bankin application is offered "as is";
- the inaccuracy or non-compliance of the information, products or other content, including in particular the information You provide, concerning your accounts, budget, or assets;
- your use of or inability to use the Bankin application;
- the inaccuracy or non-compliance of the results obtained through the use of the Bankin application from the bank accounts;
- your use of the information or decision support tools made available to You via the Service, as You are and shall remain solely liable for the decisions and choices You make;
- the temporary or permanent inaccessibility of all or part of the Service or your user account, problems relating to response times and, in general, defective performance.

Moreover, Perspecteev or, as the case may be, its web hosts and technology providers, will not be liable for any loss or damage resulting from:

- a fault on your part;
- your failure to comply with these General Terms and Conditions of Use;
- third-party access to your data;
- fraudulent use or misuse of the Service;
- compromised password confidentiality;
- any products, data, information or services purchased or obtained, or any messages received or transactions carried out by or via the Service provided by Perspecteev, its web hosts and technology providers, or third-party service providers;
- the statements or conduct of any person in connection with the Service provided by Perspecteev and its web hosts and technology providers.

You expressly accept and acknowledge that You are responsible for any content obtained through the Bankin application, and that You are fully liable for any damage or harm caused to your computer or mobile telephone system and for any loss of data that might result from the downloading of such content.

As specified in section 3.2.2. above, with regard to the processing of the personal data that relates to your accounts with the banking institutions and is disclosed to Perspecteev, Perspecteev will not be liable in any way for any loss or damage relating to violations of the confidentiality of said data or any harmful consequences thereof.

In any event, Perspecteev's liability will be limited solely to direct damages incurred by You, to the exclusion of indirect damages, and shall be limited to the sums collected by Perspecteev during the previous 12 months or, failing this, 100 euros, as a combined single limit for all covered events and damages. You must initiate any proceedings within 12 months following the covered event.

## **8. Representations of Bankin Users**

You represent and warrant that the information You provide, reflects your personal situation and does not in any way misrepresent your identity. You agree to ensure that said information is and continues to remain correct and up to date.

You represent and warrant to Perspecteev that You hold the bank accounts used with the service and that You have all of the necessary powers and/or authorizations to authorize Perspecteev to access all data concerning said bank accounts.

You represent and warrant to Perspecteev that You are and will remain solely and exclusively responsible for access to and the use of the Service.

You represent that You are fully aware of the characteristics, constraints, limits and risks of the Service and You accept them.

## **9. Modifications of the General Terms and Conditions of Use**

Perspecteev reserves the right to modify all or part of these General Terms and Conditions of Use if it deems this necessary and useful, particularly for the purpose of adapting them to changes in operation, and/or legislative changes and/or changes in its service offerings.

You will be notified whenever a new version of these General Terms and Conditions of Use is posted online. You will be invited to read and then accept them in accordance with the process described in section 2.

If You refuse to accept the new General Terms and Conditions of Use, You agree not to use the Service in any way. You cannot under any circumstances hold Perspecteev liable for any loss or damage of any kind, for any reason, if You continue to use the Service despite having refused to accept the new General Terms and Conditions of Use.

In any event, if You use the Service in any way following a modification of the General Terms and Conditions of Use, You will be deemed to have accepted the new General Terms and Conditions.

## **10. Phishing**

Identity theft and phishing practices are key concerns for Perspecteev. One of Perspecteev's top priorities is to protect information in order to help You guard against identity theft. Perspecteev will never, under any circumstances, ask You for your social security number or national identification number by phone, email, text message or any other means.

## **11. Term**

This contract is entered into for the same duration as the contract entered between You and Sage.

## **12. Termination**

Perspecteev may terminate your user account immediately if You fail to comply with any of the provisions of these General Terms and Conditions of Use.

## **13. Assignment**

These General Terms and Conditions of Use may be assigned by Perspecteev in full or in part, for a fee or free of charge, without your consent, provided that such assignment does not reduce your rights under these General Terms and Conditions of Use.

## **14. Governing Law and Jurisdiction**

These General Terms and Conditions of Use and all matters resulting from or relating to these General Terms and Conditions of Use or the application hereof, including their content, are governed by French law, irrespective of the place of performance of the material or ancillary obligations.

If You have questions or complaints concerning these General Terms and Conditions of Use, You may contact Perspecteev at the following address: ESSEC Ventures Campus, ESSEC, 1 Avenue Bernard Hirsch, 95000 Cergy, France.

Any disagreement or dispute with non-consumers that cannot first be settled amicably will be subject to the exclusive jurisdiction of the French courts in the district where Perspecteev's principal office is located.

## **15. Legal Notice**

PERSPECTEEV is a "société par actions simplifiée" company with a capital of 12 499 euros, registered with the RCS Paris under number 529 196 313, whose registered office is 11, Rue Paul Lelong - 75002 Paris.

Publishing Director: Joan Burkovic.

Name, address and telephone number of the host : Amazon Data Services Ireland Limited, One Kilmainham Square Inchicore Road Kilmainham, Dublin 8. Tel. : 35316458950.

PERSPECTEEV respects the data of its users and the site is declared to CNIL: Declaration CNIL N°1521187.

## **Schedule 2 – Data Processing Addendum**

### **1. Interpretation**

- 1.1. Where there is any inconsistency between the terms of this Schedule 2 and any other terms of this Agreement, the terms of this Schedule 2 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 any Personal Data is in our control;
  - 2.1.2. when acting in the capacity of a Data Processor, shall only Process Personal Data:
    - 2.1.2.1. as is necessary for the provision of Accounting under this Agreement and the performance of our obligations under this Agreement; or
    - 2.1.2.2. otherwise on your documented instructions.

### **3. Our Obligations**

- 3.1. We shall:
  - 3.1.1. taking into account the nature of the Processing, assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your 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 us, provide reasonable assistance to you in ensuring compliance with your 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. We 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 this Agreement; 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. We 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 Schedule 2, 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, maintains and enforces 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:
  - 5.3.1 information security policies;
  - 5.3.2 organisation of information security;
  - 5.3.3 human resources security;
  - 5.3.4 asset management;
  - 5.3.5 access control;
  - 5.3.6 cryptography;
  - 5.3.7 physical and environmental security;
  - 5.3.8 operations security;
  - 5.3.9 communications security;
  - 5.3.10 system acquisition, development and maintenance;
  - 5.3.11 supplier relationships;
  - 5.3.12 information security incident management;
  - 5.3.13 information security aspects of business continuity management;
  - 5.3.14 legislative, regulatory and contractual compliance.

### **6. Data Breach**

- 6.1. We 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 our, or our sub-processors, acts or omissions.

## **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 Accounting may require the Processing of Personal Data by sub-processors in countries outside the EEA. We shall not transfer Personal Data outside the EEA to a sub-processor where such transfer is not subject to: (a) an adequacy decision (in accordance with Article 45 of the GDPR); or (b) appropriate safeguards (in accordance with Article 46 of the GDPR); or (c) binding corporate rules (in accordance with Article 47 of the GDPR), without your prior written consent.

## **8. Return and deletion**

- 8.1. At your option, we shall delete or return all Personal Data to you at the end of the provision of Accounting 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.

## **9. Use of Sub-Processors**

- 9.1. You agree that we have general authority to engage third parties, partners, agents or service providers, including our Affiliates, to Process Personal Data on your behalf in order to provide the applications, products, services and information you have requested or which we believe is of interest to you ("**Approved Sub-Processors**"). We shall not engage a sub-processor to carry out specific Processing activities which fall outside the general authority granted above without your prior specific written authorisation and, where such other sub-processor is so engaged, we shall ensure that the same obligations set out in this Schedule 2 shall be imposed on that sub-processor.
- 9.2. We shall be liable for the acts and omissions of any Approved Sub-Processor to the same extent we would be liable if performing the services of each Approved Sub-Processor directly under the terms of this Agreement.