

Sage Impact

Terms and Conditions of Use

(Last updated: 27 July 2015)



1. What this agreement is about

- 1.1. This agreement describes how you may use the portal service known as “Sage Impact” (such term to include “Sage Match” as defined in clause 6 below where you participate in this service) and is made up of these terms and conditions, our [website terms of use, privacy and cookie policies](#) (“Agreement”).
- 1.2. If you are an existing Sage Accountant Partner or Accountant Club or Network Member or Sage Accountants Network member, this Agreement applies in addition to the terms and conditions of the Sage Accountant Partner, Accountant Club, Network, and Sage Accountants Network programmes (as applicable). This Agreement also applies in addition to our terms and conditions which govern your use of Sage software applications. If there is any difference between this Agreement and a term in the Sage Accountant Partner, Accountant Club, Network, Sage Accountants Network, or Sage software application terms and conditions (as applicable), the terms of this Agreement will take precedence in relation to your use of Sage Impact only.
- 1.3. We may change the terms of this Agreement at any time. We will make reasonable efforts to communicate any changes to you via a notification on our website or Sage Impact or by sending an email to your user address, but it is up to you to ensure that you regularly check, read, understand and agree to the most recent version of this Agreement as you will be deemed to accept the most recent version of the Agreement if you continue to access Sage Impact. The most recent version may be found at:
U.S.: <http://na.sage.com/us/accountant/lp/cloud/terms-conditions>
Canada:
(English) <http://na.sage.com/ca/accountant/lp/cloud/terms-conditions>
(French) <http://na.sage.com/cafr/comptable/lp/nuage/modalites-conditions>

2. Who this Agreement is between

- 2.1. This Agreement is between: **you**, the person or organisation registered to use or using Sage Impact; and **us**, 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, United Kingdom; or (ii) North, Central, or South America, Canada or the Caribbean, **Sage Global Services US, Inc.**, a Delaware corporation.
- 2.2. By entering into this Agreement, we both agree to be bound by and keep to its terms.

3. How you accept this Agreement, and when this Agreement starts

- 3.1. You accept every term and condition of this Agreement, and this Agreement starts, from the earliest date you tick a box or click on a button (or something similar) when Sage Impact asks you to confirm that you accept this Agreement.
- 3.2. This Agreement will continue until terminated in accordance with its terms.
- 3.3. If you do not accept this Agreement, you should contact us immediately and you should not use Sage Impact.

4. Registering to use Sage Impact and your obligations

- 4.1. If you accept the terms and conditions of this Agreement and pay the applicable fees to us (if any), we will grant you the right to use Sage Impact in the way described in this Agreement. You may not use Sage Impact in any other way.

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Information on how to access the portal service and set up an account to use Sage Impact, the features and benefits of Sage Impact and its applicable fees (if any) are set out on:

UKI: <http://www.sage-exchange.co.uk/products/cloud>

U.S.: <http://na.sage.com/us/accountant/cloud>

Canada: (English) <http://na.sage.com/ca/accountant/cloud>
(French) <http://na.sage.com/cafr/comptable/nuage>

("our websites") as amended by us from time to time.

- 4.2. You must only use Sage Impact for your own internal business purposes and only input data into the portal service where you have express permission to do this from the relevant data subject.
- 4.3. All rights of ownership of the information you input into Sage Impact remain yours but your access to this information is dependent upon you complying in full with the terms and conditions of this Agreement. We follow good industry practice to prevent information loss; however, you must keep copies of any information inputted into Sage Impact (or generated by it) as we cannot guarantee that information will not be lost or damaged.
- 4.4. You are responsible for controlling who can access your Sage Impact account. We advise that you do not allow anyone else to use your sign-in information and that you change your password at regular intervals. You cannot transfer your right to access Sage Impact to any other person or organisation. For example, you cannot sell it if you no longer want to use Sage Impact, or if you become insolvent an insolvency practitioner may not pass on your right to access Sage Impact (including your sign-in information) as part of your business' assets.
- 4.5. You are also responsible for obtaining and maintaining your internet and network connections and any associated problems are your responsibility. We will take reasonable steps to make sure that Sage Impact is free from viruses but we cannot guarantee this. We recommend that you use your own virus-protection software as we will not be responsible for any loss or damage caused by any viruses or other harmful technology that may infect your computer systems, data or other material owned by you.
We cannot guarantee that Sage Impact will be compatible with your web browser or computer set-up or that your access to Sage Impact will be uninterrupted (this may be beyond our control).
- 4.6. You must comply with all applicable laws and legislation in respect to your use of Sage Impact (including without limitation use of any particular functions and features offered, such as analytics and reporting features) and for any information (including data) or materials you upload to the Sage Impact or provide to us, you must ensure that that information or material does not and will not result in any injury, damage or harm or to any third party (including, without limitation, defamation or breach of confidentiality or intellectual property rights) and that the information or material does not contain anything which is unlawful, obscene, indecent or immoral or promotes illegal or unlawful activities.

5. Use of Sage Impact

- 5.1. Sage Impact provides authorised users with:
 - 5.1.1. access to certain Sage software applications (including, without limitation, Sage One Accountants' Edition, Sage One Accountant Edition, Final Accounts Online, Sage View, and Sage View for Sage 50 Accounts and Payroll) and Sage Match, our online prospect networking tool; and

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5.1.2. links to access certain third party productivity applications (including, without limitation, Google+ ®) and social media networking applications such as LinkedIn ®, Twitter ® and Facebook ®.

Please note that Google+ ®, LinkedIn ®, Twitter ® and Facebook ® are the registered trade marks of Google, LinkedIn Corporation, Twitter, Inc. and Facebook, Inc. respectively, none of which endorse, sponsor, promote or otherwise recommend Sage Impact.

- 5.2. Sage Impact may contain links to other sites and resources provided by third parties, these links are provided for your convenience and for information purposes only. Sage Impact also enables you to add your own links to third party sites and resources. You acknowledge and agree that we have no control over the availability or content of third party sites or resources, and we shall not be liable for them or for any loss or damage of any kind that you may suffer or incur which arises out of or in connection with your use of such third party sites and/or resources.
- 5.3. Sage Impact includes a range of content and information designed to help your business (including without limitation articles produced by us) ("Content"). All Content is provided for general information and guidance purposes only and is not meant as a substitute for advice on specific issues. We use reasonable endeavours to keep Content up-to-date and accurate but given the nature of an online service, Content can sometimes become out-of-date or contain errors or omissions. All Content is therefore provided "as is", with no guarantees, conditions, promises, warranties or undertakings of any kind whatsoever. Please ensure that you seek specific advice before taking any action based on any Content in the Sage Impact. For the avoidance of doubt, to the maximum extent permitted by law, we shall have no liability for any losses or damages whatsoever which may be suffered and/or incurred by you which arise from or in relation to your use, possession of or decisions made in reliance on the Content (including, without limitation, any third party content) and/or any other information contained in or made available from the Sage Impact.
- 5.4. You are responsible for any and all information or material (including any third party information or material) you input into Sage Impact or provide to us in connection with the portal service. You warrant that such information and materials (including any third party information or materials) do not infringe the intellectual property rights or other propriety rights of any third party and you agree to indemnify and keep us indemnified against any and all liabilities, claims, costs, expenses, damages and losses (in each case whether direct or indirect) howsoever arising suffered or incurred by us arising out of or in connection with such information or materials (including any third party information or material).
- 5.5. Without prejudice to clause 12.1, from time to time we may temporarily suspend access to Sage Impact, for maintenance, repairs or other reasons. We will try to do this outside normal business hours and provide notice in advance but this might not be always be possible.
- 5.6. We may suspend Sage Impact in whole or in part where we or any third party provider used in provision of the portal service is obliged to comply with an order, instruction or request of government, a court or other competent administrative authority or an emergency service organisation. We shall not be responsible or liable to you or your clients for any direct or indirect loss or damage of any kind that may arise under or in connection with such suspension.

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6. Use of Sage Match

- 6.1. If you participate in our accountancy networking service known as “Sage Match”, you agree that we will pass on the contact details you register with us to prospective clients who via Sage Match have expressed an interest with us for accountancy and payroll services. These prospective clients may then contact you to discuss their requirements for accountancy and payroll services. The timing and content of your response and any subsequent advice that you provide to clients must at all times be prompt, courteous and contain such detail as is necessary or desirable to enable the prospective client to determine whether or not you can provide them with the services they require. You agree to comply with such instructions as we may issue from time to time in relation to your participation and use of Sage Match.
- 6.2. We make no representations, warranties or guarantees (whether express or implied) that the information provided to you via Sage Impact (and/or via Sage Match) is accurate, complete or up-to-date and we shall not be liable in any way whatsoever for your use of such information or for any decisions you make using that information. Nothing in this clause shall limit or exclude our liability for fraud or fraudulent misrepresentation.

7. How this Agreement may brought to an end and what happens on termination

- 7.1. No matter how this Agreement ends, the information you store in Sage Match remains your information and you can access it in a format provided by Sage Impact before the end of the agreement (currently offered via a CSV extract). If you do not access it, this will not prevent this Agreement from ending and your information will no longer be accessible.

8. Fees and payment

- 8.1. You acknowledge and agree that for an introductory period only of four months (or such longer period as we may specify), certain features and benefits available via the Sage Impact will be provided to you free of charge (please note that access to the portal service is available without charge, but certain services such as Sage Match may be chargeable). However, upon the expiry of the introductory period (which may differ depending upon the feature or benefit in question), we reserve the right to impose a charge for your use of that feature or benefit as more particularly described on our website from time to time. Where charges apply, we will notify you in advance of those charges and the payment terms applicable to them. If you elect to continue to use those features and benefits via the Sage Impact after the expiry of their introductory period, you agree to pay us for that use at our then-current price list as specified on our website from time to time.
- 8.2. For the avoidance of doubt, any use of Sage software applications (including, without limitation, Sage One Accountant Edition, Sage One Accountants' Edition, Final Accounts Online, Sage View, and Sage View for Sage 50 Accounts and Payroll) will be chargeable in accordance with the terms and conditions applicable to that Sage software application unless we advise you otherwise in writing.

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9. Restrictions on your use of Sage Impact

- 9.1. It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of Sage Impact. In general, we will not tolerate any use which damages or is likely to damage our business or reputation, the availability or integrity of Sage Impact or which causes us or threatens to cause us to incur any legal, tax or regulatory liability.
- 9.2. The following list gives examples of things you must not do with Sage Impact:
 - 9.2.1. you must not introduce any viruses or harmful technology to Sage Impact;
 - 9.2.2. you must not try to gain unauthorised access to Sage Impact or any underlying technology;
 - 9.2.3. you must not try to affect the availability of Sage Impact to our users (sometimes called 'a denial-of-service attack');
 - 9.2.4. you must not give anyone else any right (of any kind) to use or benefit from Sage Impact in any way or provide Sage Impact to others;
 - 9.2.5. you may not use Sage Impact to help you develop your own software. For example, you must not use or copy all or any part of Sage Impact's 'graphical user interface', 'operating logic' or 'database structure' for it to be part of, or to develop, any software or other product or technology, unless that use or copying is allowed by law;
 - 9.2.6. you must not use Sage Impact in any way so as to bring us or our reputation into disrepute;
 - 9.2.7. you must not use Sage Impact to send unsolicited or unauthorised advertising, promotional material, 'junk mail', 'spam', 'chain letters' or pyramid schemes including but not be limited to illegal goods or services, escort services, pharmaceutical products, nutritional supplements, herbal supplements or vitamin supplements, work from home, Internet Lead-gen, make money on online opportunities and any similar activities, online trading, day trading tips, or stock market related content, gambling services, products or gambling education, multi-level marketing, affiliate marketers, credit repair, get-out-of-debt content, mortgages and/or loans, content containing pornography or nudity, adult novelty items or references in content, list brokers or list rental services, marketing or sending of commercial email without proper consent, purchase of foreign property or shares in foreign hotels, carbon trading, foreign exchange trading, dating services, payday loans, or any other form of solicitation to any data subjects or third party;
 - 9.2.8. you must not forge headers or otherwise manipulate identifiers in order to disguise the origin of any content or materials transmitted through Sage Impact;
 - 9.2.9. you must not use Sage Impact in a manner which is unlawful, harmful, threatening, abusive, harassing, tortious, indecent, obscene, libellous, menacing or invasive of another person's privacy;
 - 9.2.10. you must not use Sage Impact in a manner which infringes the intellectual property, proprietary or personal rights of any third party, including data subjects; and
 - 9.2.11. you must not attempt to gain unauthorised access to Sage Impact, the server on which Sage Impact resides or any server, computer or database connected to Sage Impact.
- 9.3. You acknowledge and agree that we, and our third party providers, may monitor your use of Sage Impact for the purpose of ensuring compliance with this

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Agreement and we may, at our sole discretion, immediately and without notice (and without prejudice to any of our other rights and remedies) suspend Sage Impact or your access to it if we consider in our reasonable opinion that you are in breach of this Agreement. If we exercise our rights under this clause 9, you will not be entitled to a refund of any fees you may have paid to us. We shall not be responsible or liable to you or your clients for any direct or indirect loss or damage of any kind which may arise under or in connection with this clause 9.

- 9.4. In the event of a breach by you of applicable legislation, regulations, directions, Codes, codes of practice, best practice guides and other rules and guidelines we will review the circumstances leading to the breach and we may in our absolute discretion (taking account of your track record of use of Sage Impact) and, without prejudice to our other rights or remedies, either terminate the provision of Sage Impact or reactivate the service subject to you providing documentary evidence that the breach was caused inadvertently and while acting in good faith and that appropriate steps have been taken to prevent any further reoccurrences. We shall not be responsible or liable to you or your clients for any direct or indirect loss or damage of any kind that may arise under or in connection with this clause 9.4.
- 9.5. You will keep your password and other access details for Sage Impact confidential and restricted to those members of staff who need to know such details and shall ensure all such staff are aware of the confidential nature of such information and treat it accordingly. You shall notify us as soon as reasonably practicable if you believe that such information is no longer secret. Other than events over which you have no control, you are solely responsible for all activities that occur under your password or account. You will not permit any person to access Sage Impact for any unauthorised purpose that would constitute a breach of this Agreement if such a breach was carried out by you.
- 9.6. You will indemnify us and keep us indemnified against any and all liabilities, claims, costs, expenses, damages and losses (in each case whether direct or indirect) howsoever arising suffered or incurred by us arising out of or in connection with the deliberate and persistent misconduct of you resulting in a breach of clauses 4.5 and 9.2.6.
- 9.7. We do not accept and shall have no responsibility or liability whatsoever howsoever arising directly or indirectly to you or your clients for the content of any emails sent using Sage Impact or for sending them to the recipients in accordance with this Agreement.
- 9.8. You accept that you are responsible for your use of Sage Impact and you will indemnify us and keep us indemnified against any and all liabilities, claims, costs, expenses, damages and losses (in each case whether direct or indirect) howsoever arising suffered or incurred by us arising out of or in connection with your use of Sage Impact.
- 9.9. Without prejudice to our other rights in this Agreement we reserve the right to immediately remove any content forming part of Sage Impact or any other item or material made available via Sage Impact by you at any time and without notice, where that content is, in our reasonable opinion, a breach of this Agreement. We shall not be responsible or liable to you or your clients for any direct or indirect loss or damage of any kind that may arise under or in connection with this clause 9.9.

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10. Your Information, Customer Data and Personal Data

Information you provide to us (excluding data inputted by you or on your behalf into Sage Impact which we refer to in this Agreement as “Customer Data” (see below))

- 10.1. We will use any information you provide us under this Agreement (excluding Customer Data), or that we collect under this Agreement as described in our privacy policy and in particular to:
 - 10.1.1. provide, manage and administer your use of Sage Impact;
 - 10.1.2. fulfil our contractual obligations under this Agreement;
 - 10.1.3. liaise with regulators, banks, law enforcement agencies (including the police);
 - 10.1.4. (subject to clause 10.4) contact you to see if you would like to take part in our customer research;
 - 10.1.5. (subject to clause 10.4) contact you about other products and services which we think you will be interested in;
 - 10.1.6. deliver targeted advertising, marketing or information (including via in-product messaging) to you which may be useful to you, based on your use of Sage Impact; and
 - 10.1.7. otherwise in accordance with our privacy policy.
- 10.2. We may disclose information to other companies in the Sage group of companies, our contractors, and other organisations for example, we may disclose information to:
 - 10.2.1. The Sage Group plc (which ultimately owns us);
 - 10.2.2. organisations which we use to help us send communications;
 - 10.2.3. organisations we use to help us provide the software or services (such as hosting providers, where relevant);
 - 10.2.4. law enforcement agencies;
 - 10.2.5. third parties (if any) used by us to perform our obligations to you under this Agreement; and
 - 10.2.6. any other person in order to meet any legal obligations on us, including statutory or regulatory reporting.
- 10.3. If you provide us with information which contains personal data we will process and you agree and authorise us to process that data in accordance with applicable laws (such as, the Data Protection Act 1998 if you subscribe for Sage Impact in the United Kingdom or the Data Protection Acts 2001 and 2003 if you subscribe for Sage Impact in the Republic of Ireland) (collectively “Data Protection Laws”) and our privacy policy. Where we use the terms “personal data”, “data processor” and “data controller” in this Agreement we mean as defined in the Data Protection Laws, as applicable.
- 10.4. By using Sage Impact, you consent to us sending you email marketing communications. In return, we will process the personal data you provide to us in accordance with our privacy policy which is available at <https://sage-exchange.co.uk/privacy>. We believe that email marketing must be built upon a foundation of good practice and permission and that the recipient must be given the means to control the frequency which businesses communicate with them as well as must be given clear and unambiguous means to unsubscribe from further emails. You acknowledge and agree that Sage Impact will keep a log of any unsubscribe requests from recipients of emails sent using the service, and it will seek to prevent any future emails from being sent to those recipients that have previously unsubscribed. If at any time you do not want us to use your personal

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data in the manner described at clauses 10.1.4 (customer research) or 10.1.5 (marketing information about other products or services), please email us at exchange@sage.com.

Customer Data

- 10.5. You own your Customer Data and you have sole responsibility for its legality, reliability, integrity, accuracy and quality.
- 10.6. You agree that for the purposes of the Data Protection Laws, you are the data controller in respect of Customer Data. Customer Data is provided by you and is not checked or monitored by us and, accordingly, we have no liability or responsibility howsoever arising directly or indirectly to you or your clients for the accuracy, contents or use of such personal data under this Agreement. To the extent personal data is included in any Customer Data we will process that data on your behalf as a data processor. We will only process such personal data in accordance with your instructions (and you hereby instruct us to take such steps in the processing of personal data on your behalf as are necessary for the provision of Sage Impact under this Agreement and the performance of our obligations under this Agreement).
- 10.7. You warrant that you will obtain express, specific and informed consent in accordance with applicable law to your use of Customer Data via the Sage Impact and to our processing of Customer Data and any third party processing of Customer Data as set out in this Agreement and you will indemnify us and keep us indemnified against any and all liabilities, claims, costs, expenses, damages and losses (in each case whether direct or indirect) howsoever arising suffered or incurred by us arising out of or in connection with your failure to comply with this clause 10.7.
- 10.8. We will use any Customer Data that you transfer to us pursuant to this Agreement to:
 - 10.8.1. provide, manage and administer your use of Sage Impact; and
 - 10.8.2. fulfil our contractual obligations under this Agreement.
- 10.9. You warrant and represent that you:
 - 10.9.1. will comply with the applicable Data Protection Laws;
 - 10.9.2. are authorised pursuant to the applicable Data Protection Laws to disclose any personal data which you disclose or otherwise provide to us regarding persons other than yourself;
 - 10.9.3. will where required under the applicable Data Protection Laws, obtain all necessary consents in order for:
 - (i) you to disclose the personal data to us;
 - (ii) us to process the personal data for the purposes of providing Sage Impact; and
 - (iii) us to disclose the personal data to those parties set out in clause 10.12 below including where the recipients of the personal data are outside the European Economic Area (being all of the EU member countries plus Norway, Iceland and Liechtenstein) ("EEA") or your respective country of domicile, where applicable.
- 10.10. We warrant and represent that during the term of this Agreement we will:
 - 10.10.1. comply with the Data Protection Laws applicable to us whilst such personal data are in our control;
 - 10.10.2. (having regard to the state of technological development and the cost of implementing any measures), take appropriate technical and

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organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected; and

- 10.10.3. take reasonable steps to ensure the reliability of our employees who have access to any personal data.
- 10.11. Sage Impact is hosted in the Republic of Ireland. However, our central email system is hosted in the U.S.A. and, subject to clause 10.10, we may use third parties or products and services outside the EEA and/or your respective country of domicile, in the provision of Sage Impact. This means that we may transfer any information which is submitted by you through Sage Impact, our website or sent to us by other means outside the EEA and/or your respective country of domicile. We have taken steps to ensure that our providers use the necessary level of protection for any information we transfer to them in accordance with applicable law and you hereby consent to the transfer of such information.
- 10.12. We may, subject to clause 10.10, provide Customer Data that you transfer to us pursuant to this Agreement to:
 - 10.12.1. our agents, service providers and other Sage group companies;
 - 10.12.2. law enforcement agencies;
 - 10.12.3. any other person in order to meet any legal obligations on us, including statutory or regulatory reporting; and
 - 10.12.4. any other person who has a legal right to require disclosure of the information.
- 10.13. You agree to keep full and accurate records of your clients' consents and any opt-in/opt-out choices regarding unsolicited marketing emails sent via Sage Impact and provide a copy of these to us for inspection on reasonable request.

11. Intellectual Property Rights

- 11.1. Although you have rights to use Sage Impact as described in this Agreement, you do not own any of the intellectual property rights in Sage Impact. We (or the third party from whom we obtain our rights if we are not the owner) continue to own the intellectual property rights in Sage Impact, including any software we provide to replace all or part of Sage Impact. The only rights you have to Sage Impact are as set out in this Agreement.
- 11.2. We or our licensors own the rights to Sage Impact and any related logos and any third party software and their logos. By allowing you to use Sage Impact, we do not give you ownership of any of those rights or logos, and the rights you have to use Sage Impact and any third party software, and any related logos, are as described in this Agreement.
- 11.3. You undertake not to use Sage's name or brand in any publicity, promotion, marketing or announcement without our prior written consent.

12. Our promises relating to Sage Impact

- 12.1. Whilst we aim to provide uninterrupted use of Sage Impact during working hours (9am-6pm Monday-Friday excluding public holidays), unfortunately we can't guarantee this. For example, some interruptions are necessary for maintenance of the service and some interruptions may be caused by reasons outside our control. In those circumstances, we will not be responsible for any failure to

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perform our obligations in this Agreement, and we will be excused from that failure for so long as those circumstances continue. Wherever reasonably possible, we will provide advance warning on Sage Impact or by email of any known or planned interruptions and we will try to keep any interruption as brief as possible.

- 12.2. We do not promise that:
- 12.2.1. Sage Impact will meet your own needs;
 - 12.2.2. you will be able to use Sage Impact in any particular way;
 - 12.2.3. you will get particular outputs from Sage Impact;
 - 12.2.4. Sage Impact will be uninterrupted, error, bug or virus free or that the delivery of emails will be without delay; or
 - 12.2.5. the standard of the results you get from using Sage Impact;
- The fact that you have told our representative about how you intend to use Sage Impact will not affect this clause as Sage Impact has been developed for many different types of users, and you are responsible for setting up Sage Impact so that you can use it in the way you need, and as best suits your circumstances.
- 12.3. We promise that we will use our reasonable skill and care to provide any service to you under this Agreement.
- 12.4. This Agreement describes all of our promises relating to Sage Impact. Unless this Agreement says otherwise, we are not bound by any other contract terms, warranties or other type of promise. If, under any law, a particular term, warranty or other type of promise relating to Sage Impact would automatically be included in this Agreement, we will only be bound by that term, warranty or promise to the extent set by law.

13. Our liability and responsibility to you if something goes wrong

- 13.1. Subject to clauses 13.4 and 13.5, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising under or in connection with this Agreement will be limited to the greater of:
- 13.1.1. £200 if you use Sage Impact in the United Kingdom, €200 if you use Sage Impact in the Republic of Ireland, or its equivalent in your country of domicile calculated in accordance with clause 13.2 below; or
 - 13.1.2. paying you an amount equal to the total of all fees you have paid to us for your use of Sage Impact during the 12 month period immediately preceding the date on which the liability arose, calculated in accordance with clause 13.2 below.
- 13.2. Any sums payable to you under this Agreement shall be paid in the currency in your country of domicile. For the purposes of converting the amount of Great British Pounds referred to in clause 13.1 above into the currency of your country of domicile, the rate of exchange to be applied to that conversion shall be deemed to be the closing mid-point rate in London on the date when such payment becomes due under this Agreement as subsequently quoted in the next published edition of The Financial Times in the United Kingdom (or such other financial paper as may supersede or replace the same).
- 13.3. Subject to clauses 13.4 and 13.5, we will not be responsible for any of the following, even if we knew or should have known there was a possibility you could experience the problem (in each case whether direct or indirect):
- 13.3.1. loss of or damage to data or information input by you into or supplied by you in connection with Sage Impact;

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- 13.3.2. any interruption to your business or damage to information, however that interruption or damage is caused;
 - 13.3.3. loss of profits, loss of business, loss of custom, loss of contract or loss of goodwill;
 - 13.3.4. loss or damage which we could not have reasonably known about at the time you entered into this Agreement; and
 - 13.3.5. losses you suffer as a result of using Sage Impact other than as described in this Agreement or any relevant service documentation.
- 13.4. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent, permitted by law, excluded from this Agreement.
- 13.5. Nothing in this Agreement will prevent or limit your or our liability (as applicable) for:
- 13.5.1. fraud;
 - 13.5.2. death of or personal injury to any person as a result of your or our negligence; or
 - 13.5.3. any other matter which cannot be limited or excluded under applicable law.
- 13.6. Your and our responsibilities under this Agreement are reasonable because they reflect that:
- 13.6.1. we cannot control how, and for what purposes, you use Sage Impact;
 - 13.6.2. we have not developed Sage Impact specifically for you; and
 - 13.6.3. although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure there are no problems with Sage Impact.
- 14. How this Agreement may be brought to an end and what happens on termination**
- 14.1. Without prejudice to any other rights or remedies we may have whether under this Agreement or otherwise, we may end this Agreement:
- 14.1.1. immediately upon giving you notice in writing if we do not receive any fees due to us under this Agreement by the relevant due date; and/or
 - 14.1.2. at any time on giving you at least 7 days' written notice (including via email).
- 14.2. You acknowledge and agree that the termination of this Agreement shall not affect the validity of your Sage Accountant Partner, Accountant Club or Network programmes (as applicable) which will continue in full force and effect unless and until terminated in accordance with their own terms.
- 14.3. You may end this Agreement at any time by clicking on the "Cancel My Account" button situated on the My Profile page of Sage Impact. Upon doing so, your user account will be disabled and you will no longer be able to access Sage Impact. You may log back into the system but will need to create a new account using a new user ID.
- 14.4. If you or we (the "Innocent Party") discover that the other has done something which is not allowed by this Agreement, or has not done something that must be done, the Innocent Party can give the other notice that the matter must be put right within 14 days. If the matter is put right in that time, no further action will be taken. If it is not put right in that time, the Innocent Party can then end this Agreement by giving the other written notice that this Agreement will immediately end.

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- 14.5. This Agreement will automatically (i.e. without us having to tell you) and immediately end without refund if you become bankrupt (or something similar happens) or your business is not able to pay its debts, stops trading or becomes insolvent (or something similar happens). In those circumstances we will have no further obligation to you under this Agreement and any monies due from you will become immediately due and payable.
- 14.6. In addition to our rights to end this Agreement, we may also suspend the provision of services to you at any time if:
 - 14.6.1. your account with us remains inactive for a period of 6 months or more; and/or we do not receive payment in full when due; and/or
 - 14.6.2. we reasonably suspect that you have breached any term of this Agreement.
- 14.7. Where we suspend or terminate the services under this Agreement, we may at our discretion agree to reactivate your account subject to you paying to us a reactivation fee.

15. What else do you need to know?

- 15.1. If a court or similar body decides that any wording in this Agreement cannot be enforced, that decision will not affect the rest of this Agreement, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.
- 15.2. If you or we fail to, or delay in, exercising any rights under this Agreement, that will not mean that those rights cannot be exercised in the future.
- 15.3. This Agreement and the documents we expressly refer to in it are the entire Agreement between you and us in relation to Sage Impact, and replace all documents, information and other communications (whether spoken or written) between us in relation to Sage Impact.
- 15.4. 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.
- 15.5. A person who is not a party to this agreement has no right to enforce any term of it.
- 15.6. Where either party is required to notify the other party by email, the party shall be deemed to have received the email on the first business day following transmission.

16. Which language governs this Agreement?

To the fullest extent permitted by law and consistent with valid entry into a binding agreement, the controlling language of this Agreement is English and any translation you have received has been provided solely for your convenience. In the event you have agreed to this Agreement by means of the display of a translated version of this Agreement in a language other than English, you may request an English language version of this Agreement by notice to Sage. To the fullest extent permitted by law, all correspondence and communication between you and Sage under this Agreement must be in the English language.

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17. Which laws govern this Agreement?

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

Entity	Law
Sage Global Services Limited	English Law.
Sage Global Services US, Inc.	The laws of the State of Georgia (without reference to its conflicts of law principles) and controlling United States federal laws.

You irrevocably agree 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 relationship established by it.