

# My Sage

## Terms and Conditions of Use

(Last updated: August 2011)

### 1. What these terms are about

- 1.1. These terms describe how you (the person accessing the website) can use the My Sage section of the Sage website ([www.sage.co.uk](http://www.sage.co.uk)) which allows Sage customers to manage their Sage accounts online ("My Sage").
- 1.2. You accept these terms if you attempt to enter My Sage. If you don't accept them, don't enter My Sage. We may need to change these terms from time to time so please check you have viewed the most recent version of these terms as they will apply to your use of My Sage.

### 2. Opening a My Sage Account

- 2.1. **Administrators:** When a My Sage account is created, customers must appoint at least one administrator to control access to My Sage. If you have an existing My Sage account and we hold an email address the owner of that email address will be automatically appointed as the administrator or, where we do not have an email address for the main contact, the first existing contact to link to the account will become the administrator. You will be notified by email where you are automatically appointed as an administrator. If an individual appointed as an administrator is going to be absent from the business for a considerable period of time (in excess of 4 weeks) or leaves the organisation, they must inform us and appoint a new administrator in their absence as only they have the power to do this. If an administrator fails to appoint a replacement you will need to call us to arrange the appointment of a new administrator which may lead to delays in being able to access My Sage. Multiple individuals can be appointed as administrators of one My Sage account at any one time. You remain solely responsible for the appointment and actions of administrators.
- 2.2. **Users:** There is no limit on the number of individuals who may be granted access to a My Sage account. Where we receive a request from an individual to access a My Sage account, we will ask the account administrator(s) to approve such access and to do so promptly to avoid any delays. The administrators name(s) will be given to the individual requesting access so they know who to contact to discuss their access request with further (if necessary).
- 2.3. **Log-ins:** Each individual granted access to My Sage will be given unique log-in details. We request that you do not transfer or divulge your log-in information to any other person or organisation for security reasons. Individuals must register separately so we can ensure we have the correct contact details for such individual.

### 3. Acceptable use

- 3.1. We have terms of use on our website which form part of these terms and can be read at <http://www.sage.co.uk/legal/terms-conditions/terms-of-use.html> or from the link on your My Sage Account.

### 4. What we will do with your details

- 4.1. You agree to give us, when asked, the information we need in order to complete your registration to use My Sage. Without this information we will not be able to issue the appropriate log-in information to you and you will not be able to use My Sage.
- 4.2. We have a privacy policy that sets out each of your and our obligations in respect of information and forms part of these terms which can be read at <http://www.sage.co.uk/legal/privacy-cookies/index.html> or from the link on your My Sage Account.
- 4.3. We will use any information you give us under these terms to:
  - 4.3.1. manage how you use My Sage;
  - 4.3.2. meet our obligations under these terms or any other agreement we have with anyone who licenses us (our licensors), or our subcontractors;
  - 4.3.3. contact you to see if you would like to take part in our customer research;
  - 4.3.4. contact you about our other products and services and those of others which we think you will be interested in (if we do contact you in this way, we will try to speak to the relevant person in your organisation, and we may contact you directly, or use other organisations which we have hired to contact you on our behalf).
- 4.4. We may give information to other companies in our group of companies, our licensors and contractors, and other organisations described in relevant documents, for example:
  - 4.4.1. our training providers
  - 4.4.2. companies which we use to help us send you post and other communications
  - 4.4.3. research companies
  - 4.4.4. event organisers
  - 4.4.5. The Sage Group plc (which owns us)If you give us information which could give away the identity of a living person, you are agreeing that we can use it as described above. If at any time you do not want us to use such information in that way, please contact our Data Protection Officer by email to [support@sage.com](mailto:support@sage.com).
- 4.5. If you provide us with personal data (which in summary is data which enables a living individual to be identified – see [www.ico.gov.uk](http://www.ico.gov.uk) for more details) we will process that data in accordance with applicable data protection legislation and you agree and authorise us to use it as described in these terms.

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### 5. Intellectual Property Rights

- 5.1. The design and content of My Sage is protected by copyright and is owned by us and our licensors and we reserve all our legal rights. You agree not to copy, adapt, alter or create any derivative work from any material within My Sage.
- 5.2. You may not use any of our trade marks or any third party trade marks that appear on My Sage, other than as permitted by us (or the relevant owner) in writing or by law. In particular, you may not use the marks as meta-tags nor may you sponsor them in search engines. All goodwill in your legitimate use of the marks accrues to the relevant owner of that mark. Please notify us immediately if you become aware of any infringement of the marks.
- 5.3. All other intellectual property rights in the My Sage section of the Sage website ([www.sage.co.uk](http://www.sage.co.uk)) are our (or our licensors) property.

### 6. Use of My Sage

- 6.1. You are solely responsible for: procuring and maintaining your network connections; and, all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connection.
- 6.2. We will try to make sure that My Sage is free from viruses. However, as is common to all web based services, we cannot guarantee this and we recommend that you use your own virus-protection software. We will not be responsible for any loss or damage caused by any viruses or other technologically harmful material that may infect your computer equipment, computer programs, data associated with your use of My Sage.
- 6.3. We cannot guarantee that My Sage will be compatible with your browser or computer set-up, or that your access to My Sage will not be interrupted.
- 6.4. From time to time we may temporarily stop providing access to My Sage, for maintenance, repairs or other reasons. We will try to make sure this happens outside normal business hours.
- 6.5. You must not:
  - 6.5.1. introduce any viruses or other technologically harmful material to My Sage;
  - 6.5.2. try to gain unauthorised access to My Sage or any underlying technology;
  - 6.5.3. try to affect the availability of My Sage to our users (sometimes called 'a denial-of-service attack').

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

- 7.1. You are better placed to understand the risks to your business that may occur as a result of using My Sage. Accordingly, 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:
  - 7.1.1. financial or similar loss of any kind, whether direct or indirect including, for example, loss of profits, business, computer failure, estimated savings or goodwill, however the loss is caused;
  - 7.1.2. any interruption to your business or loss of or damage to information, however that interruption, loss or damage is caused;
  - 7.1.3. loss or damage which we could not have reasonably known about at the time you first accessed My Sage.
- 7.2. Your and our responsibilities under these terms are reasonable because they reflect that:
  - 7.2.1. we cannot control how, and for what purposes, you use My Sage;
  - 7.2.2. we have not developed My Sage specifically for you; and
  - 7.2.3. 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 My Sage.
- 7.3. Nothing in these terms shall exclude or limit our liability for death or personal injury due to our negligence or our liability for fraudulent misrepresentation.

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

- 8.1. If a court or similar body decides that any wording in these terms cannot be enforced, that decision will not affect the rest of these terms, 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.
- 8.2. We may transfer these terms to another organisation which is part of our group of companies.
- 8.3. Nothing in these terms gives anyone any right or benefit under the Contracts (Rights of Third Parties) Act 1999.

### 9. Which laws govern these terms?

These terms are governed by the laws of England and you and we both agree that the courts of England will be the only courts that can decide on legal disputes or claims about these terms.