

Sage's end user licence agreement

1 What this agreement is about

- a. This agreement describes how you are allowed to use the self-study course materials (which includes any certification, e-learning information and other materials displayed on the website, the CD Rom, any software and any written materials that form part of the self-study course (the 'materials')) that relate to the self-study course for which you have paid the appropriate fee to undertake (the 'course').
- b. If we or your supplier has supplied or otherwise provided you with access to any software as part of the course, your use of that software will also be governed by our standard software licence agreement for that software (the 'software licence agreement'). If the terms of the software licence agreement and this agreement disagree (except in relation to paragraph 4d below), the terms of the software licence agreement will apply.
- c. If there is any difference between the paper copy of the agreement and any electronic version on our website, in the CD Rom or the software, the paper copy will apply. Please make sure you are happy with all the terms in this agreement before you start the course or undertake certification.

2 How you indicate that you accept this agreement, and when this agreement starts

- a. You accept every term of this agreement if you pay the appropriate fees and you do any of the following:
 - tick a box or click on a button (or something similar) when asked to confirm that you accept this agreement on our website or that of your supplier or during the installation process of the software (as appropriate); or
 - open the sealed packaging of any materials; or
 - install the software and keep it installed for longer than 5 days; or
 - access the certification area of the website; or
 - insert the CD Rom into a computer.This agreement starts from the date you accept this agreement in any of these ways.
- b. If you accept this agreement, you can use the materials as described in this agreement and any relevant documents (such as the software licence agreement) we have provided with this agreement. By entering into this agreement, you and we agree to be bound by and to fully keep to it (and any relevant documents).
- c. If you do not want to enter into this agreement, you should not use the materials and immediately and permanently delete them from all computers they have been installed on. You should then return to us or your supplier all physical materials unused within 10 days. Where you are undertaking the course via the e-learning route, you should leave the website and immediately inform us or your supplier of your decision not to proceed.
- d. If you have purchased a licence to undertake the e-learning course directly from us and you are not satisfied with the course or have any other problem with it, please email our customer care team on customer.experience@sage.com or call 0845 111 55 55. If you have purchased a licence to undertake the e-learning course from a supplier, you should contact them directly with any comments or queries.

1 Who this agreement is between

This agreement is between:

- us, Sage (UK) Limited (company registration number 1045967, registered office: North Park, Newcastle upon Tyne, NE13 9AA); and
- you, the person or organisation authorised to undertake the course and use the materials and software.

3 Your rights to use the materials

- a. If you accept this agreement in one of the ways set out in 2 above we give you the right (called a licence) to use the materials in the way described in this agreement. You may not use the materials in any other way (however, please read paragraphs 1b and 5a about how you can use them as described in other documents from us).
- b. Your licence is not exclusive, which means that we may grant the same and similar rights to others.
- c. You must only use the materials for one person's training requirements (the 'student'). You must buy additional licences from us or your supplier if more people wish to undertake the course.
- d. You can only use the software and access the e-learning materials (where applicable) for the limited period you were told you about in the relevant documents or when you purchased your licence to undertake the course (where appropriate). After this time, you will not be able to use the software or access the e-learning materials without buying an additional licence from us or your supplier.
- e. You cannot transfer any part of the materials to any other person or organisation. For example, you cannot sell the materials. If you become insolvent, an insolvency practitioner may not pass on the materials as part of your assets.

4 Limits on using the materials and software

- a. **Materials owned by others**
The materials may be accompanied or include other material which we do not own ('third-party material'). You cannot use the third-party material by itself – you can only use it as part of the course and you agree to keep to any licence agreement provided with that third-party material. If there is no licence agreement with that third-party material, this agreement will apply to how you use that material.
- b. **Altering or copying the materials**
You must not alter the materials or copy (or in the case of e-learning download) any part of the materials or allow anyone else to do so, unless we tell you that you may in writing.
- c. **How we use information about you**
We will use any information you give us under this agreement to:
 - manage how you use our software;
 - meet our obligations under this agreement or any other agreement we have with anyone who provides licenses to us (our licensors), or our subcontractors;
 - contact you to see if you would like to take part in our customer research;
 - 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 for us.)

d. 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, we may give information to the following.

- Your software supplier (if you have one)
- The person or company (if any) providing you with finance
- Our training providers
- Companies which we use to help us send you post and other communications
- Research companies
- Event organisers
- The owners of any third-party software
- The Sage Group plc (which owns us)

e. 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 in paragraph's 5c and d above. If at any time you do not want us to use such information in that way, please call us on 0845 111 55 55 or email us at customer.experience@sage.com. For more information on how we use information about you, see the privacy policy on our website at www.sage.co.uk.

f. Unauthorised use of the materials

The following are examples of things you must not do (or allow any one else to do) with the materials.

- You must not use the materials in any way other than as set out in this agreement, the relevant documents or as allowed by us in writing.
- Only the student may use the materials. You must not allow anyone else to access, install or use the materials in any way, or give anyone else any right (of any kind) to access, distribute, use or benefit from them in any way.
- You may not use the materials to help you develop your own training course or materials.

If we or your supplier believe that the way you use the materials may break any part of this agreement, we will check by asking one of your directors, partners or similar senior managers to confirm to us in writing (using a form which we will provide to you) that you have kept to all parts of this agreement.

g. Ownership of the materials

Although you have rights to use the materials as described in paragraph 4, you do not own any of the intellectual property rights in the materials. Intellectual property rights are, in summary, the rights an owner has to say how certain things, like literature, films and software may be used. We, or the third party owners described in paragraph 5a above, continue to own the intellectual property rights in the materials. The only rights you have to the materials are the licence to use the materials as described in paragraph 4 and any other rights we give you under this agreement.

5 E-learning and certification

a. This paragraph 6a applies to you if you have purchased a licence to undertake certification or the e-learning course:

- You must only undertake certification or the e-learning course and use the associated materials in a manner consistent with the terms of this agreement and any relevant documents.
- From time to time we may change the material which forms part of certification or the e-learning course.

- b. This paragraph 6b applies if you have purchased a licence to undertake the e-learning course directly from us and undertake the course by logging onto <http://e-learning.sage.co.uk>:
- We will try to make sure that the sections of our website which contain certification or e-learning materials are free from viruses, however, we cannot guarantee this. We recommend that you use your own virus-protection software.
 - We cannot guarantee that our website will be compatible with your browser or computer set-up, or that your access to our website will not be interrupted (this may be beyond our control).
 - From time to time we may temporarily stop providing access to our website, for maintenance, repairs or other reasons. If possible, we will try to make sure this happens outside normal business hours.
- c. Where you have purchased a licence to undertaken the e-learning course through a supplier, we cannot make any guarantees or assurances about the website which contains the e-learning materials and accept no liability for any problems encountered with its use save as provided in clause 8.

6 Our guarantees relating to the materials

- a. We guarantee that, as far as we are aware, the materials do not infringe the rights of any third party. If, we do not meet this promise, then we will either provide replacement materials to correct the problem or refund the fee you paid for the course. If we give you a refund, this agreement will immediately end.
- b. We do not guarantee:
- that the materials will meet your individual needs;
 - that there will be no interruptions in your use of the materials;
 - that you will get particular results from the materials; and
 - the standard of the results you will get from using the materials.
- The fact that you have told our representative or your supplier about how you intend to use the materials will not affect this paragraph as the course has been developed for many different types of participant.
- c. Except where paragraph 8c applies, this agreement describes all of our guarantees relating to the materials and the course. Unless this agreement says otherwise, we are not bound by any other contract terms, warranties or other type of promise. If, by law, a particular term, warranty or other promise relating to the materials or software would automatically be included in this agreement, we will only be bound by that term, warranty or promise to the extent set by law.

7 Our liability and responsibility to you if something goes wrong

- a. Our liability (including for negligence) under this agreement will be limited to paying you an amount equal to 125% of the value of the fees you paid for the licence to undertake the course.
- b. You are better placed to understand the risks to your business that may occur as a result of your use of the materials. 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:
- financial or similar loss of any kind, including, for example, loss of profits, business, estimated savings or goodwill, however the loss is caused;

- any interruption to your business or loss of or damage to information, however that interruption, loss or damage is caused;
- loss or damage which we could not have reasonably known about at the time you entered into this agreement; and

we recommend that you consider obtaining insurance cover if you believe that you could experience anything that we have told you that we will not be responsible for.

- Nothing in this agreement will prevent or limit your or our liability for fraud, death of or personal injury to any person as a result of our negligence, or any legally binding promise, automatically given by law that we cannot exclude.
- Your and our responsibilities under this agreement are reasonable because they reflect that:
 - we cannot control how, and for what purposes, you undertake the course and/or use the materials;
 - we have not developed the course or materials specifically for you.

8 How you or we may end this agreement

- You may end this agreement at any time by writing to tell us or your supplier. If you do this, we will not give you a refund, and you must immediately pay all amounts you owe us by the date this agreement ends.
- This agreement will automatically and immediately end if you become bankrupt (or something similar happens) or your business cannot pay its debts or stops trading, or if any finance arrangement relating to the software has ended for any reason without you paying the full amount of that finance. In those circumstances, we will not give you a refund and the licence for the software cannot be transferred by or to any person. For example, any firm (such as an insolvency practitioner) trying to sell your assets cannot pass on the materials or software.
- If you or we discover that the other has done something which is not allowed by this agreement, or has not done something that must be done, the one who discovered the situation can give the other notice that the matter must be put right within 30 days. If the matter is put right in that time, no further action will be taken. If it is not put right in that time, the person who discovered the situation can then end this agreement immediately by giving the other written notice.
- No matter how this agreement ends, the information you store in the software remains your information and you can take it off the software before the end of the agreement. If you don't, this will not prevent this agreement from ending. In those circumstances, we do not have to remove your information from the software or help you to do so.

9 General terms

- If we quote you a price, on our website or by phone, for the course, that price will be confirmed when we issue our invoice.
- 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 of us. 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.

- c. This agreement is the entire agreement between you and us relating to the course and replaces all documents, information and other communications (whether spoken or written) between us for such use and you agree that you have not relied upon any such documents, information and other communications in entering into this agreement.
- d. You must not transfer this agreement to anyone else. We may transfer this agreement to another organisation which is part of our group of companies at any time.
- e. From time to time we may change this agreement by telling you that we have changed it. If you do not agree with those changes, please contact us as soon as possible. If you buy any other product or service relating to the materials or software from us after we have told you that we have changed this agreement, we will consider you to have accepted those changes.
- f. If circumstances beyond our reasonable control arise, we will not be liable for failing to meet our responsibilities in this agreement for as long as those circumstances continue.
- g. Nothing in this agreement gives anyone any right or benefit under the Contracts (Rights of Third Parties) Act 1999, except that the owners of third-party software can benefit from paragraphs 4, 5, 9 and any other part of this agreement that applies to third-party software.
- h. This agreement is governed by English law and you and we both agree that the English courts will be the only courts that can decide on legal disputes or claims about this agreement.