

## **Global Applications Portal – Terms of Use and Privacy Policy**

***Your use of the ‘Global Applications Portal’, hereafter referred to as the Site, is subject to our Terms of Use and Privacy Policy described below. Please read the following carefully. By accessing and using the Site, you agree to the Terms of Use and Privacy Policy and you consent to the practices described below, including the use of your personal information and the use of cookies as set out below.***

***If you have any questions, please contact your local Sage service desk or your local HR representative.***

Last updated: September 25, 2014

Please note that the definitions are contained in section 8.

### **Terms of Use**

#### **1. Your use of the Site**

You must act legally at all times in using the Site. This means that you acknowledge that your use of personal information in the Site must comply with all applicable laws, rules and regulations and that you may only use the Site for the purposes for which you have expressly been given permission by Sage.

#### **2. What's not permitted**

It's impossible for us to complete a list of what is acceptable and what is not acceptable use of the Site, but in general when using the Site, you must not:

- 2.1. sublicense, license, sell, lease, rent, outsource or otherwise make the Site available to third parties;
- 2.2. share or use your user rights to use the Site or allow them to be used by another individual or allow any third party to use any user identification(s), code(s), password(s), procedure(s) and user keys issued to, or selected by, anyone at Sage for access to the Site;
- 2.3. transfer your user login details to another individual;
- 2.4. transmit any content, data or information that is unlawful, harmful, threatening, malicious, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable;
- 2.5. infringe the intellectual property rights of any entity or person;
- 2.6. interfere with or disrupt the software or systems used to host the Site, or other equipment or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site which have been made known to you;
- 2.7. use the Site in the operation of a service bureau, outsourcing or time-sharing service;
- 2.8. provide, or make available, any links, hypertext (Universal Resource Locator (URL) address) or other similar item (other than a "bookmark" from a Web browser), to the Site;
- 2.9. circumvent the user authentication or security of the Site or any related host, network, or account; or

- 2.10. use any application programming interface to access the Site other than those made available by SuccessFactors.

### 3. Monitoring by SuccessFactors

Please note that SuccessFactors will monitor Sage's use of the Site including the number of users accessing the Site. SuccessFactors may use that usage information to improve its products and services and to provide Sage with reports. SuccessFactors must keep the usage information confidential. Please see section 7 below for further details.

### 4. Support

- 4.1. SuccessFactors provides support for the Site. Please contact your local Sage service desk or your local HR representative for details.
- 4.2. SuccessFactors only supports the Site in English.
- 4.3. The Site may include communications such as service announcements and administrative messages from SuccessFactors or its partners.

### 5. Security

- 5.1. SuccessFactors will use commercially reasonable security technologies (such as encryption, password protection and firewall protection) in providing the Site.
- 5.2. You must comply with any security guidelines and procedures made known to you through the Site or by another method.
- 5.3. Note that SuccessFactors does not guarantee that the Site will be secure or that the security technologies used will prevent third party disruptions of the Site. Security is however taken seriously so please inform your HR Representative immediately of any security breach (for example if you think someone has accessed your account).

### 6. Duration, suspension and retrieval

- 6.1. We currently expect the Site to be available at least until March 30, 2017. We will notify you if this changes.
- 6.2. SuccessFactors has rights to remove any potentially offending HR information from the Site, deactivate user name(s) and password(s) and/or suspend access to the Site, at any time.
- 6.3. If we elect to discontinue use of the Site, we will either retrieve all HR information or provide employees with directions on how to retrieve HR information.

## **Privacy Policy**

### **7. Use of your personal information – this Privacy Policy explains how Sage and SuccessFactors collect and use your personal information on the Site.**

- 7.1. Sage's use of your personal information:
  - As an employee of Sage, we will collect and handle information about you for our own internal purposes in accordance with our global and local people policies, your contract of employment (if any) and any communications you receive from us about the Site.

- If you complete any forms or provide any feedback, for example, if you contact us to make inquiries or for support (both online and offline), we will use your information for our own internal purposes and as necessary to provide support, etc.

#### 7.2. SuccessFactors (as the provider of the Site) use of your personal information:

- information about your use of the Site is collected (for example IP addresses, domain names, the web browser and operating system used to access the Site, the files visited, the time spent in each file, and the time and date of each visit) by SuccessFactors; , this is only used for SuccessFactors' internal purposes to improve the Site and understand user's needs. SuccessFactors uses third party marketing companies to help with this process who use technologies including "cookies" and "web beacons".

#### 7.3. SuccessFactors obligations

- Your personal information will be treated as confidential and will be used only for the provision of the Site in accordance with Sage's instructions.
- In providing the Site, SuccessFactors is contractually obliged to implement measures necessary to comply with applicable data protection laws in order to protect your personal information.
- When Sage's contract with SuccessFactors comes to an end, SuccessFactors will, in accordance with Sage's instructions, return all personal information to Sage together with all back-up copies or will erase and/or destroy all such personal information.
- Any subcontractors used by SuccessFactors will have equivalent obligations to SuccessFactors and in any event, SuccessFactors shall remain responsible for any acts/omissions.

#### 7.4. Sharing your information

We may share your information with:

- Other users of the site who have the appropriate rights and access to view your information, such as HR, your manager etc.;
- Sage Group companies and their employees on a need to know basis, such as for administrative purposes;
- Professional advisors, funders or potential funders who have a reasonable need to see it; and
- Those required by law as well as enforcement authorities or regulators if they ask us to, or to a third party in the context of actual or threatened legal or regulatory proceedings.

#### **Further details**

- If you have any questions about the information we hold on you, please contact our Group Data Protection Compliance Officer at North Park, Newcastle Upon Tyne, NE13 9AA, United Kingdom, your local Sage service desk, or your local HR representative.

- If you require further details on SuccessFactors' Privacy Policy, please visit [www.successfactors.com/privacy](http://www.successfactors.com/privacy).
- If you notice any errors or irregularities in any of your information, please inform us without delay by contacting your local Sage service desk.

**General Terms applicable to both the Terms of Use and the Privacy Policy**

**8. Legal Information**

- 8.1. Our name: Sage Software Inc.  
 Our geographic address: 6561 Irvine Center Drive, Irvine, California 92618  
 Who we are: We're a wholly-owned subsidiary of The Sage Group plc, a public limited company registered in England & Wales.
- 8.2. Our telephone number: 949-753-1222.
- 8.3. When we use the word "Sage" we mean Sage Software, Inc., The Sage Group plc and all our group companies around the world. "You" means you personally as an employee of Sage.
- 8.4. When we say "act legally", we mean comply with all applicable laws, rules and regulations.
- 8.5. We use the term "Site" to mean the SuccessFactors' global application portal, and cloud-based service provided through the Site. We use "HR information" to mean personal information relating to Sage staff and "your personal information" to mean "personal data", as defined in UK data protection law, about you as an individual.
- 8.6. If a court or other competent authority holds any of these terms to be void or unenforceable in whole or in part, the other terms and the remainder of the affected term will still be valid.
- 8.7. Nothing in these terms excludes or limits our liability for fraud (including fraudulent misrepresentation) or for death or personal injury arising from our negligence or that of our employees, agents or sub-contractors.
- 8.8. Our failure to exercise or delay in exercising a right or remedy provided by these terms or by law does not constitute a waiver of those or any other rights or remedies.
- 8.9. We may update this Privacy Policy and/or these Terms of Use from time to time. If we do, you'll be asked to read through the Terms of Use and Privacy Policy again.
- 8.10. This Privacy Policy, the Terms of Use, the Site and its content (including any personal information) will be governed by and construed in accordance with California law if you reside in the United States and the local law of the country or region in which you reside if you reside outside the United States. You agree to submit to the non-exclusive jurisdiction of the country or region in which you reside.

**Thank you for visiting and using the Global Application Portal.**