

SAGE ONE ACCOUNTANT LOCATOR TOOL TERMS OF USE

1. Acknowledgement and Acceptance

Access to and use of Sage Software, Inc.'s ("Sage's") Sage One Accountant Locator Tool (the "Locator Tool"), is provided subject to the following Terms of Use Agreement (the "Agreement"). Your use of Sage's Locator Tool constitutes your acceptance of this Agreement.

BEFORE USING THIS LOCATOR TOOL, YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS (THE "TERMS"). INFORMATION ON THIS LOCATOR TOOL SITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT MEANT TO SUBSTITUTE FOR YOUR OWN VERIFICATION OF THE PROFESSIONALS LISTED. BY USING THE LOCATOR TOOL, YOU ACCEPT ALL OF THE TERMS BELOW.

This Agreement describes the Terms applicable to your use of the Locator Tool. Sage may update the Terms from time to time without notice to you; however, you can review the most current version of the Terms at any time at: <http://cdn.na.sage.com/sagemail/sanemails/TandCs/S1AccountantsEdLocatorToolUSE.pdf>. Your continued use of the Locator Tool following posting of updated Terms will constitute your acceptance of such changes. It is your responsibility to check regularly for changes to the Terms.

Because we do not and cannot be involved in user-to-user dealings (e.g., professional engagements or communications) in the event that you have a dispute with one or more users (including both professionals listed on the Locator Tool and any other users, such as users posting comments about listed professionals), you release Sage (and our agents and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with these disputes.

2. Overview of the Locator Tool

The Locator Tool may provide you with a list of various accounting and bookkeeping professionals in your geographic area. We recommend you evaluate more than one listed professional before making a final decision. All professionals whose professional information we provide to you are independent from Sage.

SAGE DOES NOT RECEIVE A REFERRAL FEE FROM ANY LISTED PROFESSIONAL. BY USING THE LOCATOR TOOL PROVIDED BY SAGE, YOU AGREE THAT SAGE AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, OFFICERS, TRUSTEES, MEMBERS, MANAGERS, PARTNERS OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY 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 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, IN CONNECTION WITH OR RESULTING FROM YOUR USE OF THE LOCATOR TOOL PROVIDED BY SAGE, AND/OR YOUR USE OF OR RELIANCE UPON ANY INFORMATION, ANSWER OR RESPONSE PROVIDED BY THE LOCATOR TOOL.

3. Information and Accuracy

While Sage makes an effort to verify the accuracy of the professional listings provided on the Locator Tool, Sage has no control over the truth or accuracy of a user's posting, listing, or content on the Locator Tool. You release Sage from any liability with respect to information listed, entered on or through the Locator Tool that is offensive, harmful or inaccurate. Sage assumes no responsibility for the timeliness, deletion, or failure to store any user communications or listing settings.

4. User Communications and Content

You understand that all information, data, text, graphics, video, messages, listing, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person or entity from which this Content originated. This means that you, and not Sage, are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Locator Tool. Sage does not control the Content posted via the listings and/or comments on the Locator Tool and, as such, does not guarantee the accuracy, integrity or quality of this Content. You understand that by using the Locator Tool, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Sage be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Locator Tool.

You agree to not use the Locator Tool to:

- a. upload, post, email or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a Sage official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Locator Tool;
- e. upload, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. upload, post, email or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- g. upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation, except in those areas that are designated for such purpose, if any;
- h. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Locator Tool are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- j. interfere with or disrupt the Locator Tool or servers or networks connected to the Locator Tool, or disobey any requirements, procedures, policies or regulations of networks connected to the Locator Tool;
- k. intentionally or unintentionally violate any applicable local, state, national or international law, and any regulations having the force of law;
- l. stalk or otherwise harass another; or
- m. collect or store personal data about other users.

You acknowledge that Sage does not pre-screen Content, but that Sage and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Locator Tool. Without limiting the foregoing, Sage and its designees shall have the right to remove any Content that violates these Terms or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of the Content. In this regard, you acknowledge that you may not rely on any Content posted on the Locator Tool or submitted to the Locator Tool.

You acknowledge and agree that Sage may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that this preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Sage, its users and the public.

You understand that the technical processing and transmission of the Locator Tool, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Solely to enable Sage to use your Content and not violate any rights you may have in Your Content, you agree to grant Sage a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicenseable (through multiple tiers) right to exercise the copyright and publicity rights (but no other rights) you have in Your Content with respect to Your Content. Sage will only use information collected about you in accordance with Sage's Privacy Policy. For more information, please see our [Privacy Policy](#). You agree that Sage may use Your Content, including any personal information you provide, in accordance with Sage's Privacy policy.

5. Viruses

SAGE IS NOT RESPONSIBLE FOR ANY VIRUSES OR DEFECTS THAT MAY BE FOUND TO EXIST IN THIS SITE, OR ANY LOST PROFITS OR OTHER CONSEQUENTIAL DAMAGES THAT MAY RESULT.

6. Advertisers

Sage does not warrant, endorse or guarantee any product or services advertised on the Locator Tool site, and we will not be a party to any transaction between you and any advertiser or user.

Sage does not assume the responsibility of enforcing licensing requirements, or of checking for license, with respect to licensed professions or trades, prior to publishing advertisements. Sage does not assume the responsibility of monitoring the use of trademarks, copyrights or other rights of third parties.

7. Links To Third Party Sites

THE LINKS IN THE LOCATOR TOOL, INCLUDING THE LISTINGS, WILL FACILITATE LEAVING THE LOCATOR TOOL SITE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF SAGE AND SAGE IS NOT RESPONSIBLE FOR THE CONTENT OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO THESE SITES. SAGE IS NOT RESPONSIBLE FOR WEB CASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. SAGE IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY SAGE OF THE LISTED PROFESSIONAL, BUSINESS, SITE OR ANY ASSOCIATION WITH ITS OPERATORS. THERE ARE RISKS IN USING ANY INFORMATION FOUND ON THE INTERNET. SAGE CAUTIONS USER TO UNDERSTAND THESE RISKS BEFORE USING OR RELYING UPON ANYTHING IN THE INTERNET. SAGE DOES NOT ENDORSE, WARRANT OR GUARANTEE THE PROFESSIONALS, BUSINESSES, PRODUCTS, OR SERVICES DESCRIBED OR OFFERED IN THESE LISTINGS AND OTHER WEB SITES.

8. Termination Of Access

You agree that Sage, in its sole discretion, may terminate your access to and use of the Locator Tool, and remove and discard any Content within the Locator Tool, for any reason, including, without limitation, if Sage believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Sage may also in its sole discretion and at any time discontinue providing the Locator Tool, or any part thereof, with or without notice. You agree that any termination of your access to the Locator Tool under any provision of these Terms may be effected without prior notice, and acknowledge and agree that, if applicable, Sage may immediately deactivate or delete your account and all related information and files in your account and bar any further access to such files or the Locator Tool. Further, you agree that Sage shall not be liable to you or any third-party for any termination of your access to the Locator Tool.

9. No Representations Or Warranties; Limitation Of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE LOCATOR TOOL IS AT YOUR SOLE RISK. THE LOCATOR TOOL AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SAGE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AUTHORITY, COMPLETENESS, USEFULNESS AND TIMELINESS.
- b. SAGE MAKES NO WARRANTY THAT (I) THE LOCATOR TOOL WILL MEET YOUR REQUIREMENTS, (II) THE LOCATOR TOOL WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE LOCATOR TOOL WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE LOCATOR TOOL WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE LOCATOR TOOL WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE LOCATOR TOOL IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA

THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SAGE OR THROUGH OR FROM THE LOCATOR TOOL SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SAGE AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, OFFICERS, TRUSTEES, MEMBERS, MANAGERS, PARTNERS OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY 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 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, IN CONNECTION WITH OR RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE LOCATOR TOOL; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE LOCATOR TOOL; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE LOCATOR TOOL; OR (V) ANY OTHER MATTER RELATING TO THE LOCATOR TOOL.

Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state. Some states do not allow the limitation of liability, so the foregoing limitation may not apply to you.

10. Use For Illegal Activities Prohibited

The use of the Locator Tool for any illegal activities is prohibited. Illegal activities include, but are not limited to, tampering with information data bases and software, unauthorized entry to other networks or computers, trafficking in illegal products or substances, disobeying trade restrictions, violating civil rights laws or knowledgeable vandalism or destruction of online files. You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Locator Tool.

11. Indemnification

You agree to defend, indemnify and hold us and our affiliates, directors, officers, members, managers, agents, consultants and employees harmless from and against any and all claims, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees) arising from your violation of any of these Terms or any third party rights, including, without limitation, infringement of any copyright, violation of any proprietary right and invasion of any privacy rights.

12. Proprietary Rights

You acknowledge and agree that the Locator Tool and any necessary software used in connection with the Locator Tool contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in advertisements, listings, or information presented to you through the Locator Tool or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Sage or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Locator Tool, in whole or in part.

You agree not to modify the Locator Tool in any manner or form, or to use modified versions of the Locator Tool, including (without limitation) for the purpose of obtaining unauthorized access to the Locator Tool and/or its data, including its Content. You agree not to access the Locator Tool by any means other than through the interface that is provided by Sage for use in accessing the Locator Tool.

13. Notices

Any notices or communication under the Terms to you will be addressed to the electronic address or mailing address specified in your registration form, if applicable, and will be deemed delivered immediately upon sending in the case of electronic mail and three days after mailing in the case of standard written mail. If to Sage, such notices shall be addressed to AccountantLocatorTool@Sage.com, or to such other address as Sage may provide to you.

14. General Terms

1. These Terms, along with anything referenced herein, constitute the entire legal agreement between You and Sage and govern your use of the Locator Tool.
2. To the fullest extent permitted by law and consistent with valid entry into a binding agreement, the controlling language of these Terms is English and any translation You have received has been provided solely for Your convenience. In the event You have agreed to these Terms by means of the display of a translated version of these Terms in a language other than English, You may request an English language version of these Terms by notice to Sage. To the fullest extent permitted by law, all correspondence and communication between You and Sage under these Terms must be in the English language.
3. You understand and agree that some third party products marketed, integrated, and/or available with the Service may be subject solely to terms and conditions of the respective third party product and not to these Terms. You acknowledge and agree that under no circumstances shall Sage be responsible or liable in any way for the availability and/or functionality of services or products offered, or the content located on or through, any such third party product. You further acknowledge and agree that under no circumstances shall Sage be responsible or liable in any way, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such functionality, content, goods or services available on or through any such third party product. Sage may withdraw access to such third party products via the Locator Tool at any time without notice.
4. You understand and agree that you and Sage are independent, and no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship or created by this Agreement.
5. You authorize Sage to send You information about Sage products and services, including but not limited to marketing and promotional material, via facsimile, email, telephone, and other reasonable means. If you do not wish to receive information from Sage, please contact Customer Service.
6. You agree that any failure by Sage to exercise or enforce any legal right or remedy contained in these Terms (or which Sage has the benefit of under any applicable law), will not constitute a waiver of Sage's rights and that those rights or remedies will still be available to Sage.
7. If a court finds that any provision of these Terms (which includes any updated Terms) is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.
8. These Terms and your relationship with Sage under these Terms shall be governed by the laws of the State of California without regard to its conflict of laws provisions. You and Sage agree to submit to the exclusive jurisdiction of the courts located within Orange County, California to resolve any legal matter arising from these Terms and your use of the Locator Tool. Notwithstanding this, with regard to the use of the Locator Tool, if the primary use of the Locator Tool is in Canada, these Terms and your relationship with Sage under these Terms shall be governed by the laws of the Province of British Columbia without regard to its conflict of laws provisions. You and Sage agree to submit to the exclusive jurisdiction of the courts located within Vancouver, British Columbia to resolve any legal matter arising from these terms and your use of the Locator Tool primarily in Canada. In any and all instances, the United Nations Convention on Contracts for the International Sales of Goods shall not apply to these Terms. Notwithstanding the foregoing, you agree that Sage shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. In addition, you agree that any cause of action or claim will be litigated individually and that you will not consolidate or seek class treatment for any claims. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Locator Tool, or to the Terms, must be filed within one (1) year after such claim or cause of action arose or be forever barred.
9. Quebec. With regard to Quebec, the parties declare that they have required that the Terms and all documents related hereto, either present or future, be drawn up in the English language only. Les parties déclarent par les présentes qu'elles exigent que cette entente et tous les documents y afférents, soit pour le présent ou l'avenir, soient rédigés en langue anglaise seulement.
10. You may not resell, assign or transfer any of your rights or obligations under the Terms to any other entity without Sage's express written permission.

YOU HEREBY ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THE FOREGOING TERMS AND AGREE TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MUST IMMEDIATELY TERMINATE YOUR USE OF THE LOCATOR TOOL.