

Sage Bank Feed Service Terms & Conditions

These terms and conditions (“**Terms**”) set out the terms upon which financial services providers (“**you**”, “**your**”) may access and use the Bank Feed API (“**Bank Feed API**”) to transfer customers’ banking information (including, without limitation, account balances and transaction information) (“**Customer Data**”) to Sage or its affiliates (“**Bank Feed Service**”). In these Terms, references to “**Sage**” “**we**” “**us**” or “**our**” means the Sage Group plc entity with whom you are contracting with, as set out in Appendix 1.

These Terms relate to your use of the Bank Feed Service only and apply to the exclusion of any other terms and conditions. In addition to these Terms, you may also be subject to additional terms and conditions with respect to other Sage (or third party) products, services or websites you use or subscribe to (“**Product Terms & Conditions**”). In the event of any conflict or inconsistency between these Terms and any Product Terms & Conditions then, with respect to your use of the Bank Feed Service, these Terms will prevail while with respect to your use of other Sage (or third party) products, services or websites the relevant Product Terms & Conditions shall prevail.

You should read these Terms carefully before using the Bank Feed Service. You indicate that you accept these Terms from the earliest date you either (a) tick a box or click a button (or something similar) to signify your acceptance; or (b) start using any part of the Bank Feed Service (“**Commencement Date**”). If you don’t accept these Terms, then you must not use any part of the Bank Feed Service.

These Terms shall apply from the Commencement Date and shall continue in full force and effect until terminated.

We may update these Terms at any time at our discretion. If we deem the changes to be material, we will take reasonable steps to inform you, but it is up to you to ensure that you regularly check and agree to the latest version of these Terms as you will be deemed to accept all updates if you continue to use the Bank Feed Service.

Registration and deregistration

To use the Bank Feed Service, you will first need to register with us. This will require you to:

- appoint a Service Manager for all operational matters relating to your use of the Bank Feed Service and provide a general support telephone number and email address. We will do the same.
- appoint a Service Escalation Contact for the escalation of serious issues or incidents. We will do the same.
- appoint a Relationship Director to oversee the relationship between you and us. We will do the same.
- provide us with your logo(s), together with any brand guidelines governing the use of such logo(s).

If you wish to deregister and cease using the Bank Feed Service, then you must immediately notify your Sage Relationship Director. We will then both (a) work together in good faith to promptly coordinate how to inform our mutual customers that your use of the Bank Feed Service will cease; and (b) cease using one another’s name and or logo(s), e.g. we will remove your logo(s) from its list of available bank feeds. We will also amend our systems to prevent new customer registrations.

Suspension and termination

We may terminate these Terms by giving you not less than 90 days’ notice.

We may also immediately suspend or terminate these Terms (and your ability to use the Bank Feed Service) if we believe you to be in violation of these Terms or if we reasonably believe you to be causing harm to us, our systems or our customers.

We may also suspend or withdraw your ability to use the Bank Feed Service for business or operational reasons, or where there is a regulatory or legal reason. We will try to give you reasonable notice of any such suspension or withdrawal.

We will not be liable for any losses which you incur resulting from any suspension or termination of the Bank Feed Service.

Fees

Neither of us will charge the other any fees regarding the provision of, or use of, the Bank Feed Service.

Implementation and Testing

You agree to complete our on-boarding process which shall include, without limitation, the completion of any testing as reasonably required by us prior to the transfer of any Customer Data.

We will provide implementation and testing information regarding the Bank Feed API (including, without limitation, documentation, code examples and videos) through our developer portal (currently hosted at <https://developer.sage.com>), as amended from time to time.

We shall manage any implementation related questions, comments, suggestions or requests through the developer community, accessible via the developer portal.

We shall, at our discretion, provide you with reasonable levels of support via email related to implementation and testing.

Ongoing operations

You agree:

- to maintain continuous system availability to allow your customers to establish new connections to the Bank Feed Service.
- to transfer Customer Data to us via the Bank Feed API in a timely manner (e.g. daily or even intra-day for an active transaction account, or weekly for a loan account). Please discuss with your Sage Service Manager.
- to maintain sufficient system capacity for the anticipated volume of registered accounts and continually monitor system performance.
- to ensure that all mandatory fields are populated with correct and up to date information.
- to populate as many of the optional fields as is possible, for the purposes of achieving the best customer experience.
- not to transfer any data and/or information to us that would require us to hold additional compliance accreditations (including, without limitation, full credit or debit card numbers).
- not to submit to us any viruses, worms, defects, trojan horses, malware or any items of a destructive nature or damage which might interfere with, or otherwise disrupt the Bank Feed Service or any of our products and/or services.
- to comply with our reasonable instructions regarding your use of the Bank Feed Service and not exceed or circumvent any limitations on the use of Bank Feed Service as set by us.
- to notify us if a new Service Manager, Service Escalation Contact or Relationship Director is appointed or if there is a change to the general support telephone number, email address, your logo(s) or your brand guidelines.

Support

In relation to undertaking our respective obligations under these Terms, we shall both (a) act with reasonable care, skill and diligence; and (b) commit sufficient resources and ensure that all personnel involved have suitable skills and experience to enable them to perform tasks assigned to them.

Maintenance

We shall give one another at least 7 days' notice of any planned maintenance likely to impact the Bank Feed Service or the delivery of Customer Data. In respect of any unplanned maintenance, we shall both inform one another as soon as possible.

Change control

We will provide you with at least 90 days prior written notice of any proposed material modifications to the Bank Feed Service or the Bank Feed API.

Service awareness

When you are registered to use the Bank Feed Service, we both approve use of one another's brand name and logo(s), solely for the purpose of:

- Informing customers, partners and investors of the existence of the Bank Feed Service, e.g. displaying your name and logo in a Sage product as an available bank feed.
- Encouraging the adoption and use of the Bank Feed Service.
- Supporting the operation of the Bank Feed Service.

Any use of one another's brand name and logo(s) must be in accordance with one another's respective brand guidelines. Any use of one another's brand name and logo(s) outside of these purposes requires prior written approval.

Compliance with Applicable Law

When using the Bank Feed Service, you are solely responsible for ensuring that you are compliant with all laws, rules, regulations, directives, policies, security requirements and guidelines applicable to you from all relevant authorities such as government, regulator, payment scheme, system or network including, without limitation, all national laws and regulations governing the use or processing of personal data including, if applicable, the General Data Protection Regulation (EU) 2016/679 ("**Data Protection Legislation**"). You will indemnify and hold us and our affiliates, officers, directors, employees, and agents harmless from and against any and all damages arising out

of or in connection with your breach of this paragraph.

Customer Data

You acknowledge and agree that we, and our affiliates, may receive, process, store and/or use Customer Data in connection with the delivery of our products and/or services to our customers in any territory worldwide. Therefore, any rights granted to us under these Terms are granted to all of our affiliates, worldwide.

In order to access their banking information within their Sage products and/or services, customers will request that you send their Customer Data to us. You warrant and undertake that you have obtained the consent of customers prior to transferring such Customer Data to us ("**Customer Consent**"). If at any time a customer withdraws its Customer Consent (or otherwise no longer wishes to access their banking information within their Sage products and/or services) you must cease transferring the relevant Customer Data to us.

You will notify customers of your role in the transfer of the Customer Data to us, and that you are responsible for Customer Data up to the point of receipt by us.

Data Protection

In these Terms, references to "**controller**", "**personal data**", "**processor**" and "**processing**" shall have the same meanings that are assigned them in the Data Protection Legislation.

We both acknowledge and agree that, in relation to any Customer Data which contains personal data ("**Customer Personal Data**") (a) we are the processor of any such Customer Personal Data under a separate contractual arrangement we have in place with our customers; and (b) you are either a processor or a controller in respect of such Customer Personal Data. For the avoidance of doubt, any Customer Personal Data transferred by you to us under or in connection with these Terms is received by us (or our affiliates) in the capacity of processor. We shall both comply with our respective obligations under Data Protection Legislation.

Under these Terms, at no point will (a) either of us be a processor for each other; (b) either of us be joint controllers; (c) there be a controller to processor relationship, or a processor to processor relationship, between either of us.

Where you transfer Customer Personal Data to us from a country that is: (a) not recognized as providing adequate levels of protection for personal data pursuant to Data Protection Legislation; and (b) not otherwise covered by a suitable framework recognized by relevant authorities as providing an adequate level of protection for personal data, then we shall both enter into such documentation with one another as may be reasonably required to ensure compliance with any Data Protection Legislation.

Feedback

If you provide us with any suggestions, comments or other feedback in relation to Bank Feed Service and/or the Bank Feed API ("**Feedback**"), you grant us a worldwide, royalty free, non-exclusive, perpetual and irrevocable licence to use, copy, modify, sub-licence and otherwise exploit the Feedback for any purpose, without any restriction or obligation to you, based on intellectual property rights or otherwise.

Confidentiality

We both undertake that we shall not, at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of one another, except as permitted by these Terms.

We both may disclose one another's confidential information (a) to our respective employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under these Terms; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Neither one of us shall use the other's confidential information for any purpose other than to perform our respective obligations under these Terms.

These confidentiality provisions shall continue to apply for a period of 3 years following the termination and/or expiration of these Terms.

Intellectual property

Each one of us owns our respective intellectual property rights and neither of us shall acquire any right, title or interest in or to the other's intellectual property rights by virtue of these Terms.

For the avoidance of doubt, all rights, title and interest, including all intellectual property rights, in and to the Bank Feed Service and the Bank Feed

API (including any configurations and customisations) belong to us, our affiliates or our licensors as relevant.

Disclaimer

The Bank Feed Service is provided on an 'as is' basis and 'with all faults.' We, and our third party licensors, disclaim all representations, warranties and guarantees, whether express, implied or statutory, including implied warranties of merchantability, title, non-infringement and fitness for any purpose. We make no representation, warranty or guarantee (a) related to the reliability, accuracy or completeness of the Bank Feed Service; (b) that we will continue to offer the Bank Feed Service; or (c) that the Bank Feed Service will be secure, timely, uninterrupted, error-free or meet your requirements or expectations.

Liability

Expect for (a) a breach of your indemnification obligations; (b) a breach of our respective obligations around use of one another's brand names, logo(s) and confidential information; and (c) those losses which cannot, legally, be limited or excluded under law, our total aggregate liability to each other whether in contract, tort (including negligence), statute or otherwise arising under or in connection with these Terms shall be limited to £5,000.

Neither of us will be liable for (a) any indirect, special, incidental, punitive or consequential loss or damage of any type; (b) any loss of profits, business opportunities, revenue, contracts, or anticipated savings or wasted expenditure; (c) any interruption of business or access; (d) any damage to goodwill or reputation; or (e) any loss of data.

Miscellaneous

These Terms constitute the entire understanding between us and supersede all prior terms and conditions.

A waiver (whether express or implied) by either of us of any of the provisions of these Terms shall not constitute a continuing waiver and that waiver shall not prevent either of us from enforcing any of the other provisions of these Terms.

This Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of the Sage Group plc entity with whom you are contracting as set out in the table in Appendix 1.

Each of us irrevocably agrees to submit to the exclusive jurisdiction of the courts of the country and state (as applicable) of the Sage Group plc entity with whom you are contracting as set out in the table in Appendix 1

APPENDIX 1

If you are domiciled in the UK, Europe, Middle East, Africa, Asia or Australia, the contracting entity details are:

- **Sage Entity and Address:** 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
- **Governing Law:** English law
- **Court of Jurisdiction:** English

If you are domiciled in North, Central or South America, Canada or the Caribbean the Sage contracting entity details are:

- **Sage Entity and Address:** Sage Global Services US, Inc., a Delaware corporation with a place of business at 271 17th Street NW, Suite 1100, Atlanta, Georgia 30363
- **Governing Law:** The laws of the State of Georgia (without reference to its conflicts of law principles) and controlling United States federal laws
- **Court of Jurisdiction:** The exclusive court will be located in Gwinnett County, Georgia for state subject matter and Fulton County, Georgia for federal subject matter