Sage Bank Feed API Terms and Conditions

Last updated November 2024

These terms and conditions ("**Terms**") set out the terms upon which financial services providers ("**you**", "**your**") may access and use our API to transfer customers' banking information (including, without limitation, account balances and transaction information) ("**Customer Data**") to Sage ("**Bank Feed Service**"). In these Terms, references to "**Sage**" "**we**" "**us**" or "**our**" means the Sage entity with whom you are contracting with, as set out in Appendix 1. If you are an individual agreeing to these Terms on behalf of your business entity, you represent that you are authorised to bind your business entity to these Terms and by accepting the Terms, you are doing so on behalf of that business entity (and all references in these Terms to "**you**" or "**your**" is to that business entity).

By accessing or using the API, you agree to be bound by these Terms. If you do not accept these Terms (or any part of them) or you do not have the appropriate authority to accept these Terms, you must not use the API or the Bank Feed Service. You may be subject to additional terms and conditions with respect to other Sage products or services that you use or subscribe to. In the event of any conflict or inconsistency between these Terms and any other Sage terms and conditions that you may be subject to, these Terms will prevail with respect to the Bank Feed Service and your use of, and access to, the API.

We may update these Terms at any time in our sole 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 API. We may release subsequent versions of the API and require that you use those subsequent versions, at your sole cost and expense. **If you do not agree to the new version of the Terms or if we terminate these Terms, you must stop using the API**.

1. **Defined Terms**

   1.1. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For the purposes of this definition, "**Control**" means direct or indirect ownership or control of more than 50% of the voting interests in the subject entity.

   1.2. "**API**" means: (i) the form of machine accessible application programming interface that Sage makes available which provides access to the Bank Feed Service, including all associated tools, elements, components and executables therein; (ii) any Sage sample code that enables interaction with the Bank Feed Service; and (iii) documentation that Sage makes available to help enable your access to the API.

   1.3. "**Applicable Law**" means any and all applicable domestic or foreign declarations, decrees, laws, statutes, by-laws, directives, rules, regulations, statutory instruments or any delegated or subordinated legislation or other similar binding requirement (as amended re-enacted, consolidated or replaced, or as their application is modified by other Applicable Laws) from time to time which apply to the Sage API, or, in the case of Sage, the rules of any listing authority or stock exchange on which our shares or those of our Affiliates are listed or traded.

   1.4. "**Application(s)**" means your own software and/or services which integrate with our API and the Bank Feed Service, or which uses data derived from calls to our API.

   1.5. "**Confidential Information**" means all information of a party disclosed to the other party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including these Terms. Confidential Information excludes any information that (a) was known by a party without a confidentiality restriction prior to its disclosure by the other party; (ii) was or becomes publicly available through no wrongful act of the party; (iii) was rightfully received from a third party authorised to make such disclosure without restriction; (iv) information that has been independently developed by the party without use of, or reference to, the other party's Confidential Information; and (v) was authorised for release (in writing) by the other party.

   1.6. "**Data Protection Laws**" means local, national or international laws and regulations which relate to the protection or Processing of Personal Data, including but not limited to the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"); the UK Data Protection Act 2018 (and regulations made thereunder) and UK GDPR; and any other relevant local, state, provincial, EU or national data protection laws, in each case as amended, supplemented or replaced from time to time, and in each case to the extent that they apply to the Processing of Personal Data by a party.

   1.7. "**Developer Portal**" means the Sage developer portal hosted at https://developer.sage.com, as amended from time to time.

   1.8. "**Feedback**" means any suggestions, comments or other feedback in relation to our API or the Bank Feed Service.

1.9. "**Force Majeure**" means an act of God (e.g., a natural disaster or epidemic) or another event beyond the reasonable control of the party seeking excuse of performance (e.g., acts of war, terrorism, any law or any action taken by any government authority or any act or omission by another third party beyond the party's control).

1.10. "**Intellectual Property Right(s)**" means rights recognised by any jurisdiction with respect to intellectual work product, such as patent rights (including priority rights), design rights, copyrights (including moral rights), trade secret rights, trade marks, service marks, domain name rights, database rights, patents, trade secrets, know-how, rights in confidential information and all other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.11. "**Operational Data**" means information regarding the installation and use of the API or Bank Feed Service, including, but not limited to, information concerning the IP address; the frequency of use; and the data inputted to or through the Bank Feed Service by you.

1.12. "**Personal Data**" means information relating to an identified or identifiable natural person, or any other information defined as "personal data", "personal information," or other similar terms under Data Protection Laws.

1.13. "**Processing**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.14. "**Sage Mark(s)**" means any name, trade mark, insignia, logo, symbol or slogan (registered or unregistered) which is owned or used by Sage or a Sage Affiliate now or in the future anywhere in the world.

1.15. "**Sage Services**" means any of Sage's products, services, websites, platforms and/or applications.

1.16. "**Your Mark(s)**" means any name, trade mark, insignia, logo, symbol or slogan (registered or unregistered) which is owned or used by you or your Affiliates now or in the future anywhere in the world.

2. Access to our API

2.1. To access the API, you will be required to register with us. Following registration, you agree that you will arrange for the following before accessing or using the API:

2.1.1. appoint a service manager for all operational matters relating to your use of the API and the Bank Feed Service;

2.1.2. provide us with a general support telephone number and email address;

2.1.3. appoint a service escalation contact for the escalation of issues or incidents relating to the API and Bank Feed Service;

2.1.4. appoint a relationship director to oversee the relationship between you and us;

2.1.5. provide us with your logo(s), together with any brand guidelines governing the use of such logo(s), which will be used in accordance with clause 13.

2.2. As part of your continued use of the API, you must promptly update us of any changes to the information we require under clause 2.1.

2.3. As part of the registration process, (i) we will provide you with the name(s) of our appointed service manager, service escalation contact and relationship director; and a general support telephone number and email address; and (ii) we will agree an appropriate service level agreement with you in writing.

2.4. You must keep any access credentials we supply to you safe and secure at all times. You are not permitted to share the access credentials with any third party without our prior written consent.

3. Licence and use of our API

3.1. Subject to your compliance with these Terms, Sage grants you a limited, worldwide, royalty-free, non-exclusive, non-assignable, non-transferable, revocable licence to use, interact with and access the API solely to test, develop and support the Bank Feed Service.

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3.2. Your access to and use of the API must be in accordance with any documentation we make available to you, and may be subject to call, usage and other limits as notified to you. You agree not to, and will not attempt to, circumvent any limitations to the API.

3.3. You warrant and represent that you will:

3.3.1. access and use the API and the Bank Feed Service in accordance with these Terms and all Applicable Law (including, but not limited to, laws regarding the import or export of data or software, privacy, personal data and local laws);

3.3.2. not use the API: (i) for any immoral or illegal purpose, or for any other purpose which may be deemed threatening, abusive or harmful including, but not limited to, the creation or transmission of any virus, worm, defect, Trojan horse, cancel-bot malware or any other destructive or contaminating programme; (ii) or any data obtained using the API, to identify, exploit or publicly disclose any potential security vulnerabilities; or (iii) to allow or encourage the violation of third-party rights;

3.3.3. not, other than to the extent permitted by law, alter, adapt, merge, modify, translate, reverse engineer, decompile or disassemble the whole or any part of the API;

3.3.4. not work around any technical limitations in the Sage Services or the Bank Feed Service or interfere with or disrupt the availability or integrity of the Bank Feed Service, any data or any of our Sage Services;

3.3.5. not use the API in a way which could impair, harm or damage Sage, the API, the Bank Feed Service or any of the Sage Services or anyone's use of the API, Bank Feed Service or a Sage Service;

3.3.6. not scrape, build databases or otherwise create copies of any data accessed or obtained using the API, except as necessary to test, develop, support and enable the Bank Feed Service;

3.3.7. not use or transfer any data accessed or obtained using the API, including any data aggregated, anonymised or derived from that data (collectively the "**API Data**") for advertising or marketing purposes including targeting or service ads. For clarity, this prohibition on using API Data for advertising or marketing purposes does not extend to using other data, such as: (a) the number of users of your Applications; (b) a user identifier you independently receive from a user (e.g., an email address you receive when a user enrols to use your Applications, or a device or advertising identifier); or (c) a product or service identifier that identifies a Sage Service;

3.3.8. not make copies of, redistribute or resell, or sublicense access to, or other commercially exploit the API, any data obtained using the API, or the Bank Feed Service; and

3.3.9. not remove, change or obscure any Sage Marks, proprietary notices, labels or marks associated with the API or otherwise infringe any Intellectual Property Right.

4. Fees

4.1. Neither of us will charge the other any fees regarding the provision of, or use of the API or Bank Feed Service. However, we reserve the right to charge a fee in respect of the API or the Bank Feed Service on reasonable notice. In such circumstances, we will notify you of our intention to do so and publish the terms relating to such fees. If you do not agree to such charges, we reserve the right to terminate these Terms and your access to the API and the Bank Feed Service in accordance with clause 11.

5. Implementation and Testing

5.1. 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.

5.2. We will provide implementation and testing information regarding the API including, without limitation, documentation, code examples and videos through our Developer Portal.

5.3. We shall manage any implementation-related questions, comments, suggestions or requests through the Sage Developer Community (accessible via the Developer Portal.

5.4. We shall, at our sole discretion, provide you with reasonable levels of support via email related to implementation and testing. We may end any support of the Bank Feed Service at any time in our sole discretion, and without notice or other obligation to you.

5.5. Both parties will use reasonable endeavours to agree on a go-to-market strategy, which shall include an agreed roadmap or timelines for implementation.

5.6. We reserve the right to partially or wholly reject, or suggest amendments to, any go-to-market implementation strategy for any reason whatsoever including, but not limited to, if the implementation strategy would not be technically feasible or would be detrimental to the Bank Feed Service.

6. Your obligations

6.1. You agree:

6.1.1. to comply with any service level agreement we agree with you as part of the registration process or as set out in a separate agreement;

6.1.2. to ensure that all mandatory fields are populated with correct and up to date information when transferring data;

6.1.3. to populate as many of the optional fields as is possible when transferring data, for the purposes of achieving the best customer experience;

6.1.4. not to transfer any data and/or information to us that would require us to hold additional regulatory or compliance accreditations including, without limitation, full credit or debit card numbers;

6.1.5. to comply with our reasonable instructions regarding your access to and use of the API and the Bank Feed Service.

6.2. For the duration of these Terms, where you are carrying out regulated activity as defined in Applicable Laws in connection with these Terms, you warrant that: (i) you are authorised by or registered with all relevant regulatory bodies and you have permission to provide Account Information Services (AIS) ; and (ii) you will comply with, and maintain, your status as an Account Information Service Provider (AISP) during the course of these Terms.

6.3. You agree that Sage may approve or deny access to our API and the Bank Feed Service in our sole discretion.

7. Maintenance and Changes

7.1. Each party will give the other at least seven (7) days' notice of any planned maintenance likely to impact the API or the transfer of Customer Data. In respect of any unplanned maintenance, each party shall inform the other as soon as possible.

7.2. We will give you at least thirty (30) days' notice of any proposed material modifications to the API. Notwithstanding the foregoing, if we need to make any modifications to the API for security reasons or to ensure compliance with Applicable Law, we may provide you with less than thirty (30) days' notice. In any such event, we shall use reasonable endeavours to provide you with as much notice as soon as reasonably possible.

7.3. You understand and acknowledge that as a consequence of clause 7.1, the API may become incompatible with any Application which were developed using earlier versions of the API. It is your responsibility to ensure that you access and use the latest version of the API.

7.4. You are required to make any change to your Applications that is required for integration as a result of any maintenance release or any update to the API at your sole cost and expense as soon as reasonably practicable after being made aware of such maintenance release.

8. Security , Privacy and Data Protection

8.1. You agree to restrict access to, and use of, the API and the Bank Feed Service and, if applicable, to any Sage Services so that only those employees of yours with a need to know may see, access or use the API and the Bank Feed Service and, if applicable, the Sage Services.

8.2. You agree to access and use the API and the Bank Feed Service in a secure way at all times and that your Applications which interact with Sage Services will remain secure and that they will not compromise the Sage Services or any data contained within the Sage Services or any third party services.

8.3. You agree that Sage may monitor the use of the API to ensure the quality of, improve and develop the Sage Services, and verify your compliance with these Terms. Sage may also use Operational Data relating to the API to provide, support and enable the Bank Feed Services.

8.4. You must comply with any and all Applicable Law regarding your use of the Customer Data transferred through the API including, but not limited to, Data Protection Laws.

8.5. For a customer to access its banking information within the Sage Service, customers will request that you send their Customer Data to us via the Bank Feed Service. You warrant and undertake that you have obtained the consent of the customer 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 Service), you must cease transferring the relevant Customer Data to us. You will notify customers (i) of your role in the transfer of the Customer Data to us, and (ii) that you are responsible for such Customer Data up to t receipt of the Customer Data by us.

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

8.7. We both acknowledge and agree that, in relation to any Customer Data which contains personal data and where the GDPR or UK GDPR applies to the Processing of such personal data by a party ("**Customer Personal Data**"):

8.7.1. we are the controller of any Customer Personal Data in relation to the Processing of Customer Personal Data that we carry out in connection with our regulatory authorisation, and otherwise a processor of Customer Personal Data in accordance with our contractual arrangements with our customers;

8.7.2. you are either a processor or a controller in respect of such Customer Personal Data, as the case may be in accordance with your contractual arrangements with your customers and your regulatory authorisation; and

8.7.3. we shall both comply with our respective obligations under Data Protection Laws.

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

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

9. Indemnity

9.1. Unless prohibited by Applicable Law, you agree to defend, indemnify and hold Sage and its Affiliates (and the directors, officers, employees, agents of any and/or all of them), (together, the "**Sage Indemnified Parties**") harmless, on demand and at all times, from and against any and all claims, liabilities, causes of action, damages, losses, costs, fees, proceedings, demands, charges, fines, obligations, and penalties (including legal fees), and expenses and which are attributable to any act, omission, default, delay, negligence or breach of statutory duty by you or on your behalf, and which the Sage Indemnified Parties suffer or incur arising out of or in connection with:

9.1.1. any breach of, or non-compliance by you with, Applicable Law;

9.1.2. your breach of clause 6.2;

9.1.3. your breach of clause 8; and

9.1.4. your infringement of Sage's, its Affiliates, or a third party's intellectual property, including Sage Marks.

10. Warranties and Liability

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Last updated November 2024

10.1. THE API IS PROVIDED "AS IS" AND "WITH ALL FAULTS". TO THE FULLLEST EXTENT PERMITTED BY APPLICABLE LAW, SAGE AND ITS 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. SAGE MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE: (A) RELATED TO THE RELIABILITY, ACCURACY, OR COMPLETENESS OF THE API, (B) THAT SAGE WILL CONTINUE TO OFFER THE API; OR (C) THAT USE OF ANY API WILL BE SECURE, TIMELY, UNINTERRUPTED, BUG-FREE, ERROR-FREE OR MEET YOUR REQUIREMENTS OR EXPECTATIONS.

10.2. Nothing in these Terms seeks to limit or exclude our liability for: (i) death and personal injury resulting from our (or our employees') negligence; (ii) liability arising as a result of fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded or limited by Applicable Law.

10.3. Except for (a) a breach of your indemnification obligations at clause 9.1; (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.

10.4. Neither of us will be liable for (a) any indirect, special, incidental, punitive, exemplary, 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.

11. Duration and Termination

11.1. These Terms shall apply from the date you first access or use our API and shall continue in force until terminated. Your right to use our API shall cease upon termination of these Terms.

11.2. If you wish to deregister and cease using the API or the Bank Feed Service, then you must immediately notify your Sage relationship director. We will then: (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; (b) you shall immediately cease all use of any Sage Marks; and (c) we shall immediately cease use of any Your Marks. We will also amend our systems to prevent new customer registrations.

11.3. We may terminate these Terms at any time by giving you not less than thirty (30) days' notice. You may terminate these Terms at any time by giving us not less than sixty (60) days' notice.

11.4. We may immediately suspend or terminate these Terms if we believe you to be in violation of these Terms or if we reasonably believe you to be causing harm in any way to us, the API, the Bank Feed Service, any Sage Service or our customers.

11.5. We may also suspend or withdraw your access to our API or the Bank Feed Service for business or operational reasons, or for a regulatory or legal reason. We will endeavour to give you notice of any such suspension or withdrawal.

11.6. Where we suspend your access to, and use of, the API or the Bank Feed Service under this clause, we may at our sole discretion agree to reactivate your use and access.

12. Effect of Termination

12.1. Where these Terms are terminated, you will:

12.1.1. cease to be entitled to receive any rights or benefits associated with it;
12.1.2. immediately cease access to, and use of, the Sage Services, the API and the Bank Feed Service;
12.1.3. discontinue use of the Sage Mark; and
12.1.4. delete or destroy any materials and other documentation (including all Sage Confidential Information) relating to the Sage Services and the Bank Feed Service which you obtained in relation to or as a result of entering into these Terms. Upon Sage's request, you will certify in writing that you have destroyed the materials and documentation as set out in this clause 12.

12.2. We will not be liable for any losses which you incur resulting from any suspension or termination of your access to our API or the Bank Feed Service.

12.3. Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination of these Terms shall remain in full force and effect, including but not limited to clauses 8 (Security, Privacy and Data Protection), 9 (Indemnity), 10 (Warranties and Liability), 12 (Duration and Termination), 15 (Feedback) and 16 (Confidentiality) .

13. Intellectual Property Rights

13.1. No Intellectual Property Rights of whatever nature in our API or the Bank Feed Service or in any modification to, or extension of, our API or the Bank Feed Service shall pass to you. You agree that your rights in the physical material comprising our API and the Bank Feed Service and to the information contained therein are limited to such use as is specified in these Terms. You agree not to alter or remove any Sage Mark, details of ownership, copyright legend, trademark or other Intellectual Property Right or proprietary right connected with our API or the Bank Feed Service.

13.2. You shall notify us immediately in writing if you become aware of any unauthorised use of the whole or any part of our API or the Bank Feed Service by any third party. You shall at all times permit us to verify that your use of our API and the Bank Feed Service is within the terms of the licence granted to you under these Terms, subject always to us complying with your reasonable security and access regulations.

13.3. Sage does not acquire any ownership of any Intellectual Property Rights in the content that you submit to our API or the Bank Feed Service, except as expressly provided in these Terms. To enable Sage to provide, secure, and improve the API, the Bank Feed Service and related Sage Services and only in accordance with applicable Sage privacy policies, you give Sage a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive licence to use, host, store, modify, communicate, and publish content submitted, posted, or displayed to or from the API and Bank Feed Service by you. Before you submit content to our API and the Bank Feed Service, you will ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the licence.

14. Marks

14.1. You may use certain Sage Marks to promote the Bank Feed Service, as advised by Sage from time to time and in accordance with any guidelines issued by Sage. Sage and/or its licensors retain all right, title and interest in the Sage Marks, all derivative works of the Sage Marks and all proprietary rights in them, both during and after termination of these Terms.

14.2. In accordance with any guidelines issued by you, you agree that we may use Your Marks to: (a) inform customers, partners and investors of the Bank Feed Service; (b) encourage the adoption and use of the Bank Feed Service; and (c) support the operation of the Bank Feed Service. You and/or your licensors retain all right, title and interest in Your Marks, all derivative works of Your Marks and all proprietary rights in them, both during and after termination of these Terms.

15. Feedback

15.1. If you provide us with any Feedback, you grant us a worldwide, royalty-free, perpetual and irrevocable licence to use, copy, modify, sub-licence and otherwise exploit the Feedback for any purpose, without restriction or obligation to you, based on Intellectual Property Rights or otherwise and you hereby waive all rights to be compensated or seek compensation for the Feedback.

16. Confidentiality

16.1. Each party undertakes that it shall not, at any time, disclose any Confidential Information, except as permitted by these Terms.

16.2. Each party may disclose the other's Confidential Information: (i) to its respective Affiliates, directors, employees, officers, representatives, contractors, sub-contractors or advisers who need to know such

Confidential Information for the purposes of carrying out our respective obligations under these Terms; and (ii) as may be required by Applicable Law.

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

16.4. Neither party shall make, or permit any person to make, any public announcement concerning these Terms without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by Applicable Law.

16.5. These confidentiality provisions shall continue to apply for a period of three (3) years following the termination of these Terms.

17. Compliance

17.1. Each party shall comply with all applicable laws, statutes, codes and regulations in relation to the Bank Feed Service, including applicable anti-bribery and anti-corruption laws, Applicable Law, Data Protection Laws, tax evasion laws and all sanctions laws, regulations and regimes imposed by relevant authorities including but not limited to the Office of Foreign Assets Control (OFAC), the UN, the UK and EU ("**Relevant Requirements**"). You shall, and shall procure that persons associated with you shall: (i) comply with all Relevant Requirements; (ii) not engage in any conduct which would constitute an offence under, or otherwise breach, any of the Relevant Requirements; (iii) not do, or omit to do, any act that may lead Sage to be in breach of any Relevant Requirements; and (iv) have and maintain in place for the duration of these Terms your own policies and procedures to ensure and demonstrate compliance with the Relevant Requirements and will enforce them where appropriate.

17.2. Notwithstanding the generality of clause 17.1, the Bank Feed Service may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it and its Affiliates are not named on any U.S. government "denied persons list" (or equivalent targeted sanctions list) and that it and its Affiliates are not owned or controlled by a politically exposed person. You shall be obliged to notify us if, for the duration of these Terms, you or any of your Affiliates become named on any U.S. government "denied persons list" (or equivalent targeted sanctions list) or you become owned or controlled by a politically exposed person. In the event that these circumstances arise, we shall be entitled to terminate these Terms immediately on written notice to you. You shall not permit anyone to access or use the Bank Feed Service in a U.S. embargoed country or in violation of any U.S., UK or EU export laws or regulations or in any Prohibited Territories. "**Prohibited Territories**" means: (i) any country or territory that is subject to comprehensive state or government wide sanctions by the United Kingdom, the European Union, or the U.S; and (ii) any other country or territory that becomes subject to such sanctions by the United Kingdom, the European Union, or the U.S after you accept these Terms. You shall have and shall maintain throughout the duration of these Terms appropriate procedures and controls to ensure and be able to demonstrate your compliance with this clause 17. Each party will promptly report to the other party if it has violated, or if a third party has a reasonable basis for alleging that it has violated, this clause. In the event that this clause 17 is breached by you, we shall have a right to immediately suspend your use of the Bank Feed Service to the extent that we consider necessary without prior notice and/or terminate these Terms immediately on written notice to you. You shall indemnify (and keep indemnified) Sage and our officers, directors, employees, attorneys and agents against any damages arising out of or in connection with your (or your Affiliates) breach of this clause 17.2.

17.3. You shall assist in any due diligence process we may ask you to participate in from time to time to ensure your compliance with these Terms and, in particular, this clause 17. You shall provide us with all reasonable cooperation, information and assistance in relation to our due diligence processes for any purpose, including, but not limited to, enabling us to establish ownership and to identify any territory in which you and any or all of your Affiliates use and access the Bank Feed Service for whichever purpose. Your failure to engage in any such a process and/or provide the required information shall be deemed to be a material breach of these Terms and we shall have a right to terminate these Terms immediately on written notice to you.

18. General

18.1. All of your rights under these Terms are non-assignable, non-transferable, and non-sublicensable.

18.2. These Terms are non-exclusive. You acknowledge that Sage may develop (or may receive) features, applications, products or services that may be similar to, or compete with the products or services you offer, and nothing in these Terms will be construed as restricting or preventing Sage from doing so.

18.3. Unless we have entered into a separate agreement with you in relation to our API and the Bank Feed Service, these Terms constitute the entire understanding between you and us with respect to their subject matter and supersede all prior agreements, negotiations and discussions between you and us relating to them.

18.4. Except as expressly set forth herein, any remedy in these Terms is not exclusive of any other available remedy.

18.5. Notwithstanding any provision contained in these Terms, neither party will be liable to the other to the extent performance of any obligations under these Terms is delayed or prevented by a Force Majeure event.

18.6. Unauthorised use of the Sage Services or the Bank Feed Service or Confidential Information will diminish the value thereof to us and could cause irreparable harm and significant injury to us that could be difficult too fully ascertain. Therefore, if you breach any obligations set forth herein, we shall be entitled to equitable relief to protect our interests in the Sage Services, the Bank Feed Service or Confidential Information, including, but not limited to, immediate injunctive relief, as well as any other remedies available to us in equity or at law.

18.7. 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 and you will treat the relevant part of the wording as if it is deleted.

18.8. Each party is an independent contractor and neither party will represent itself (as applicable) as agent, servant, franchisee, joint venturer or legal partner of the other.

18.9. If a party fails to, or delay in, exercising any rights under these Terms, that will not mean that those rights cannot be exercised in the future.

18.10. Except as expressly set out in these Terms, a person who is not a party to these Terms will have no rights to enforce any of these Terms.

18.11. These Terms are drafted in the English language. If these Terms are translated into any other language, the English language text will prevail. Any notice given under or in connection with these Terms will be in the English language.

18.12. These 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.

Sage Bank Feed API Terms and Conditions
Last updated November 2024

Appendix 1

	Sage Entity and Address	**Governing Law**	**Court of Jurisdiction**
If you are domiciled in the UK, the Sage contracting entity, governing law and court of jurisdiction will be:	Sage (UK) Limited a company incorporated in England (company registration number 01045967) whose registered office is at C23 – 5 & 6 Cobalt Park Way Cobalt Park, Newcastle Upon Tyne, United Kingdom, NE28 9EJ	English law	English
If you are domiciled in any region other than the UK, governing law and court of jurisdiction will be:	Sage Global Services Limited a company incorporated in England (company registration number 09506951) whose registered office is at C23 – 5 & 6 Cobalt Park Way Cobalt Park, Newcastle Upon Tyne, United Kingdom, NE28 9EJ	English law	English

Sage