TERMS OF USE
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3.4 PROHIBITED ACTIVITIES. You are responsible for all of your activities and those authorized users you permit to access the Site and/or the Services through your facilities in accordance with your Access Agreement or other agreement, if applicable. You may not violate or attempt to violate the security of the Site and/or the Services. Accordingly, you shall not (a) circumvent or attempt to circumvent any security measures designed to control access to the Site and/or the Services or in any way obtain or attempt to obtain unauthorized access to or use of any elements or portion of the Site and/or the Services; (b) access data or materials not intended for you; (c) log into a server or account which you are not authorized to access; (d) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (e) use this Site and/or the Services to infringe the intellectual property rights of others in any way – be advised that it is our policy to terminate the accounts of repeat infringers of copyright; (f) use this Site and/or the Services or make any attempt to penetrate, modify or manipulate this Site and/or the Services or any of Sage's hardware or software in order to: invade the privacy of, obtain the identity of, or obtain any personal information about any third party; (g) attempt to interfere with service to any user, host

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3.5 USE OF CHAT. We may provide various open communication tools on our website, such as blog comments, blog posts, public chat, forums, message boards, newsgroups, product ratings and reviews, various social media services, etc. You understand that generally we do not pre-screen or monitor the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content to our website, then it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:

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iii. contains any type of unauthorized or unsolicited advertising;

We have the right at our sole discretion to remove any content that we deem non-compliant with this User Agreement, along with any content that we deem is otherwise offensive, harmful, objectionable, inaccurate, or violates any 3rd party copyrights or trademarks.

4. CONSEQUENCES OF UNACCEPTABLE USE.

We reserve all rights, including without limitation the right to investigate and to involve and cooperate with law enforcement authorities, and to pursue a civil lawsuit and/or criminal prosecution for any alleged or actual illegal activities involving this Site and/or any of the Services, as well as the right to terminate your access to the Site and/or the Services.

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At the Site, we may collect your personal information which may be obtained as part of your registration for and use of the Site and/or the Services in accordance with our Privacy Policy (http://www.sagepub.com/privacyPolicy.nav).

6. PASSWORDS; SECURITY.

In order to access certain Services offered through the Site, you may be required to pay fees and/or accept additional terms and conditions and in such event you may be provided with a number, code or other sequence or other access information that provides you with access to certain restricted Services (the ***"ID"***) and to your account (the ***"Password"***). You are the sole and exclusive owner of the Password and ID combination. In no event will you disclose to anyone such Password or ID and you agree to treat all such information as strictly confidential at all times. Maintaining the confidentiality

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8. INDEMNITY.

You agree to indemnify and hold Sage harmless, and, at Sage's request, to defend Sage from and against any claim, demand, cause of action, debt, damage, loss or liability, including reasonable attorneys' fees, to the extent that such action is based upon, arises out of, or relates to: (i) your use of (or inability to use) this Site and/or the Services; (ii) your violation of the terms and conditions of this Agreement; (iii) the infringement by you, or any other person using your ID, Password and/or account, of any right of any person or entity; or (iv) any other activities of yours accomplished using this Site and/or the Services. You agree to cooperate as fully as reasonably required in the defense of any such claim. Sage reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. This indemnity shall be in addition to and not limited by any other indemnity.

9. ORDER OF PRECEDENCE.

This Agreement governs your use of the Site and access to the Services. To the extent that any provision of this Agreement, or any supplemental agreement offered as any part of any registration for additional Services on this Site, conflicts with any provision of any other agreement(s) between you and Sage or any of its related or affiliated entities, the terms of this Agreement, shall, as to the specific subject matter of this Agreement, take precedence over the conflicting term(s) of such other agreement(s). In the event this Agreement conflicts with any provision of your Access Agreement(s) or other agreement(s), the relevant terms of the applicable Access Agreement(s) or other agreement(s) shall take precedence over the conflicting term(s) of this Agreement; provided, however, that the foregoing shall not apply to any terms concerning governing law, jurisdiction, venue, dispute resolution, or any other similar terms.

10. APPLICABLE LAWS.

This Agreement shall be governed by and interpreted in all respects in accordance with the law of England and Wales. The substantive laws of England will govern any dispute arising under this Agreement, without regard to any conflict of laws provisions.

11. DISPUTE RESOLUTION.

Any controversy, claim or dispute arising out of or relating to this Agreement, or the breach thereof shall be settled by arbitration, before one (1) arbitrator, administered by the International Chamber of

Commerce under its then current Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The place of arbitration shall be London, England. The arbitrator shall apply the substantive law of England applicable to the claims asserted. The arbitrator shall determine how the fees will be allocated between the parties and may award the prevailing party all or part of its costs and reasonable attorney fees. The arbitration award shall be final and binding on the parties and judgment upon any award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, the parties specifically reserve the right to seek provisional remedies, injunctive relief, or other equitable remedy in a court of competent jurisdiction, without waiving any right to arbitration.

12. GENERAL.

Without limiting any other remedy available to us, we may suspend or terminate this Agreement and your access to the Services and/or Site under this Agreement if we have reason to believe that you have failed to comply with your obligations under this Agreement. Upon termination, cancellation or expiration of this Agreement for any reason and by either party, you agree to cease all use of the Services. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages at this Site or in conjunction with the Services. No delay or failure to enforce any provision of this Agreement will constitute a waiver of such provision by Sage or act as estoppel against later enforcement. Subject to the terms Section 9 (Order of Precedence), this Agreement constitutes the entire agreement between you and Sage with respect to the specific subject matter addressed herein, and governs your use of the Site and/or the Services, superseding any prior agreements between you and Sage relating to such subject matter, but this Agreement may be supplemented by any other agreement you enter into with Sage pursuant to a registration to access certain features of the Site and/or the Services such as an Access Agreement or other agreement. You may not assign any of your rights or delegate any of your obligations under this Agreement without the prior written consent of Sage. You may not assert any claim or cause of action arising out of or relating to your use of the Site and/or the Services more than one year after the date such claim or cause of action arose. Sage shall not be deemed to be in breach of this Agreement due to any delay or failure of performance or interruption in the availability of the Site and/or the Services resulting directly or indirectly from any act of nature or other cause beyond the reasonable control of Sage. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of this Agreement remain in full force and effect. The section headings used in this Agreement are for convenience only and have no legal or contractual effect.

Sage may terminate this Agreement for any reason at any time without any advance notice to you. Notwithstanding any such early termination, Sections 2 through 12 of this Agreement shall survive any expiration, cancellation or termination of this Agreement.

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