

# Advisor Terms and Conditions

## AGREEMENT

Medics' Money provides a listing service for professional subscribers that allows our professional subscribers to access new business enquiries from users looking to connect with professionals.

The Medics' Money service is provided to you by Medics' Money using the Medics' Money website [www.medicsmoney.co.uk](http://www.medicsmoney.co.uk) ("the Website"). This Agreement governs your use of our service as a Professional. As used in this Agreement, "Medics' Money service", "our service" or "the service" means the service provided by Medics' Money for listing professional and facilitating connections between such professional and users.

### 1. Definitions

1.1 In this Agreement, except to the extent expressly provided otherwise:

**"Accountants"** means chartered accountants, chartered certified accountants or chartered management accountants who register on the Website in order to offer their services to Clients.

**"Agreement"** means this agreement, and any amendments to this agreement from time to time;

**"Business Day"** means any weekday other than a bank or public holiday in England;

**"Business Hours"** means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

**"Clients"** means persons who use the Service for the purposes of either searching for and identifying a Professional which meets their needs, or providing feedback on their Professional adviser.

**"Effective Date"** means the date of execution of this Agreement;

**"Financial advisers"** means independent financial advisers (IFAs) or other financial advisers who register on the Website in order to offer their services to Clients.

**"Professionals"** means any Accountant, Financial Advisor, Mortgage Advisor or Solicitor who registers on the Website in order to offer their services to Clients"

**"Service"** means the online service operated through the Website whereby users can search for and select Professionals, together with any other service provided by Medics' Money to Users from time to time.

**"Enquiry"** or **"Referral"** means the provision of a client's details to the professional.

**"User"** means anyone using the Website and/or making use of the Service.

**"Medics' Money", "us", "we" and "our"** means Medics' Money Limited, a Company registered in England (No. 09062977) whose address is c/o Evans Weir, The Victoria, 25 St Pancras, Chichester, West Sussex, PO19 7LT.

**"Website"** means the website [www.medicsmoney.co.uk](http://www.medicsmoney.co.uk) and all the pages,

content and sub-domains contained in it. It also means similar websites that we develop with third parties under their own brands.

“**Registration Form**” means completing the online registration form at <https://accountants.medicsmoney.co.uk/signup> or <https://advisor.medicsmoney.co.uk/signup> and accepting the terms and conditions.

## **2. Term**

- 2.1 This Agreement shall come into force upon the Effective Date.
- 2.2 This Agreement shall continue in force indefinitely, subject to termination in accordance with the provisions of this Agreement.

## **3. Nature of the Service and the role of Medics' Money**

- 3.1 The primary purpose of the Service is to help Clients find the right Professional for their needs. It is the responsibility of the Client to identify and select an appropriate Professional, to agree the fee arrangements and other terms of engagement with the Professional and to assess the suitability, if applicable, of any available financial products.
- 3.2 Prior to the initial registration of a Professional on the Website, and periodically after that (at a frequency determined by Medics' Money at its discretion), Medics' Money checks the Professional's status with the relevant regulatory body. Medics' Money also seeks verification from each Accountant that the description of their services and qualifications on the Website is accurate. Medics' Money shall not be responsible for conducting any other checks on Professionals.
- 3.3 Medics' Money does not recommend any Professional, and the fact that a Professional is listed on the Website does not mean that they are approved or endorsed by Medics' Money in any way.
- 3.4 Medics' Money is independent and is not required to register with the Financial Conduct Authority or any other professional regulatory body. Accordingly Medics' Money is not authorised to give, and does not give, any financial or legal advice.
- 3.5 A secondary purpose of the Medics' Money website is to allow people to find a Professional already known to them, either to read feedback about them, or provide some.
- 3.6 In providing the Services, Medics' Money is not acting as a contractor or agent for any other person.

## **4. Subscription.**

- 4.1 Subject to the provisions of this Agreement, you will subscribe to be listed on the Website and receive enquiries from us and your subscription will continue until terminated in accordance with the provisions of this Agreement. When your Subscription commences you will receive an email and/or you can view the details in your account.
- 4.2 In order to commence and maintain your Subscription you must:
  - Have internet access and provide us with a current, valid, accepted method of payment.

- (a) Complete the registration form and account pages containing your details and the information that you wish us to include in the advertisement of you and your services on the Website. This form together with any subsequent amendments or updates accepted or implemented by us shall form your profile.
- (b) pay any applicable Charges for Services such as your Subscription Fee;
- (c) ensure that all content of your profile complies with all applicable laws and regulations including (without limitation) our current guidelines and policies published on the Website, FCA, SRA, Law Society, CQC, ASA (Advertising Standards Authority) regulations and other relevant legislation, rules and regulations that apply to you ("Applicable Regulation");
- (d) regularly monitor and assess the detail and content of your profile, and keep the content up to date by using your password and log-on to make changes and manage your account; and ensure that you provide a valid and serviceable email address at all times for account management purposes and that you keep this up to date.
- (e) Notify us as soon as you become aware of any actual or potential change or alteration to your status or Applicable Regulations that may or will have the potential to render any element of your profile inaccurate, incomplete, misleading or otherwise not in accordance with the objectives of our Website to provide Users with truthful, accurate and complete information and details.
- (f) immediately using your account logon inform us of any changes to the information provided in your profile including the status of your firm or any of the named individuals provided by you particularly in relation to each and any of the areas of advice provided by you and recorded on our Website
- (g) respond to enquiries promptly, and in any case within the specified timeframe as notified to you by us from time to time

## **5. Services**

### **5.1 Subscription Services**

- (a) We will take all commercially reasonable steps to ensure that your profile is published on the Website and available to consumers in accordance with your Subscription without interruption but you acknowledge and agree that internet systems and services are not uninterrupted or fault free and we make no representation or warranty in relation to such systems. You further acknowledge and agree that occasional periods of downtime for repair, maintenance and upgrade may be required and therefore uninterrupted provision of the Services cannot be guaranteed
- (b) To avoid service interruption unless we or you has terminated our agreement in accordance with this Agreement the Services will continue to be provided on a rolling basis for subsequent periods. Details of your renewal date will be provided in your account. Each new such period will start on a Subscription Renewal Date
- (c) No contact details are permitted to be displayed on your profile, prohibited details include telephone numbers, email addresses and website urls save those which are automatically displayed by us in the 'Contact options' section of your profile.

### **5.2 Enquiry services**

- (a) We will send to you suitable enquiries received from users. Additional specific terms applicable to these Subscription levels or alternative schemes or promotions provided by us shall be notified to you as relevant.
  - (b) Users have two options for finding a professional near them. They can choose to search for an accountant by name and send a direct enquiry to their chosen professional or use our matching service to be connected to the most suitable professionals to their criteria.
  - (c) If a user chooses to search locally for a professional by entering their postcode, area or region, they will be shown a list of local professionals to choose from.
  - (d) If the consumer chooses you, they will complete an enquiry form that will be sent directly to you ("Direct Enquiries"). You should respond to this enquiry as quickly as possible.
  - (e) Users choosing to be matched to the most suitable professional to their criteria fill in an enquiry form specifying their needs. Our matching tool then searches for the professionals best matched to the user's requirements and sends the enquiry direct to their inbox ("Matched Enquiries").
  - (f) We provide you with key information to help you decide whether or not to purchase an enquiry. If you decide to purchase an enquiry, we will deliver all available enquiry information through the adviser dashboard. This will include the consumer's contact details and the enquiry message.
  - (h) We encourage consumers to provide details of the advice area(s) they are seeking, and the level of their income/assets/pension/mortgage as appropriate. However, we can pass on only the information volunteered by each consumer, and we offer no guarantee of its completeness or accuracy.
- 5.3 We do not warrant and offer no guarantee that any business will develop for you from an enquiry provided by us.
- 5.4 You will ensure that any activity you conduct as a result of an enquiry provided by us complies with all Applicable Regulations.
- 5.5 Payment for subscription will be taken before any enquiry information is provided to you.
- 5.6 From time to time we may modify the Website and any of the Services without prior notice, but in doing so we will endeavour not to diminish the value and utility of the Services to any material degree. If in our reasonable opinion we consider that such modification is likely to materially affect the nature or scope of the Services or have a serious detrimental effect on your financial position, we will notify you of such modification and you shall have the option to
- (a) agree to the modification and continue to receive the Services or
  - (b) cancel your Listing Subscription in which case you will be entitled to a refund of Charges you have already paid to us relating to a period after the date that the Services have been terminated

## **6. Billing and Payment**

### **6.1 Subscription Fees**

- (a) The Subscription Fee for the level of subscription chosen and any other charges you may incur in connection with your use of the service, such as taxes and

potential Enquiry Fees, will be set out in your Confirmation of Registration. The subscription levels are: £995 plus VAT for the Basic Tier; £1,495 plus VAT for the Pro Tier and £2,995 plus VAT for the Enterprise Tier.

- (b) Subscription Fees will be charged yearly.
- (c) All Subscription fees are exclusive of VAT which will be charged as an additional item as applicable, at the prevailing rate of VAT.
- (d) We may change our Subscription Fees but we may only do so provided that we have notified you of the changes prior to any renewal date.

## 6.2 Enquiry Fees

- (a) Payment for an enquiry will be invoiced monthly and payment is due within 1 calendar month.
- (b) All Enquiry Fees quoted are exclusive of VAT which will be charged as an additional item on any Enquiry Fees as applicable, at the prevailing rate of VAT.
- (c) You be charged at the current rate as detailed on the pricing section for any Enquiry accepted by you. Where a client selects multiple options the referral will be charged at the highest value service only.

### **Accountants enquiry fees.**

- **Tax rebate - £25**
- **Self-Assessment - £50**
- **Limited company formation - £50**
- **General accountancy advice - £35**
- **Tax planning advice - £35**
- **Locum GP accounts - £50**
- **Locum doctor accounts - £50**
- **Pensions advice - £50**
- **GP partnership advice - £50**
- **Private practice accounts - £75**
- **GP partnership accounts - £100**
- **Other - £35**

### **Independent financial advisor fees.**

- **Pensions advice - £50**
- **Life insurance and income protection - £50**
- **Estate planning - £40**
- **Investment advice - £50**
- **Other - £25**

**Mortgage broker fees.**

<b>&lt;£100,000</b>	<b>£40</b>
<b>£100,000 - £249,999</b>	<b>£50</b>
<b>£250,000 - £399,999</b>	<b>£55</b>
<b>£400,000 - £549,999</b>	<b>£60</b>
<b>&gt;£550,000</b>	<b>£65</b>

**Please note that *all* fees above are *exclusive* of VAT.**

- (d) If you cancel your Subscription you must still pay any outstanding Enquiry Fees for any enquiries accepted by you prior to cancellation
- (e) We may change our Enquiry Fees but we may only do so and apply any changes to you provided that we have given you 10 days' notice.

**6.3 Refunds**

Refund requests cannot be submitted before 6 weeks from date of purchase. In general Refund requests should meet the criteria outlined below but our discretion will apply. Enquiry Fees can be refunded under the following circumstances providing that satisfactory written evidence confirming the facts is provided:

- (a) Duplicate enquiry: the enquiry is from a consumer who has already contacted you via the service with the same name, contact details and the same enquiry, and for which you have already paid an enquiry fee.
- (b) Enquiry with invalid phone number and email address: if the phone number fails and the email address is also invalid.

- (c) Enquiry from an existing client: if the enquiry is from an existing client of your business and has a letter of engagement between.
- (d) Non-genuine enquiry: where it can be reasonably concluded from the message that the enquiry is non-genuine, spam or from a fake consumer.

## **7. Information**

- 7.1 Although we make reasonable attempts to ensure that it is correct, Medics' Money cannot guarantee the accuracy of the information on the Website, and we are not liable for any problems or losses arising from errors in such information.
- 7.2 Information contained in this Website is provided for general guidance only and shall not be construed as professional advice. Medics' Money does not accept any responsibility for any loss which may arise from the reliance on information contained in the Website.

## **8. Use of the Website and Content**

- 8.1 You agree to use the Website only for lawful purposes and in a way that does not infringe the rights of or restrict or inhibit anyone else's use and enjoyment of the Website
- 8.2 You understand that all postings, messages, text, files, images, photos, video, sounds, or other materials ("Content") posted on, transmitted through, or linked from the Website are the sole responsibility of the person from whom such content originated, and Medics' Money does not control, and is not responsible for Content provided by any other person (including, without limitation, any advertiser on the Website).
- 8.3 You are entirely responsible for all Content that you upload, post, email or otherwise make available via the Service.
- 8.4 You agree not to upload, post, email, or otherwise make available any Content:
  - 1. that is false or misleading;
  - 2. that infringes any intellectual property rights of, or a duty of confidentiality to, any other person;
  - 3. that advertises products or services the sale or supply of which is prohibited or restricted by applicable law;
  - 4. 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; or
  - 5. that is libellous, abusive, threatening, vulgar, obscene, or otherwise objectionable
- 8.5 You acknowledge that Medics' Money does not pre-screen or approve Content, but that Medics' Money shall have the right (but not the obligation) at its sole discretion to refuse, delete, edit or move any Content that is available on the Website for violating the letter or spirit of the terms or for any other reason.
- 8.6 We reserve the right to contact reviewers to verify Content they have written.

## **9. Feedback and reviews**

- 9.1 All Clients are able to complete feedback evaluations on Professionals from whom they received Professional advice. Clients must ensure that any feedback posted by them conforms to the rules regarding Content in the section entitled "Use of the Website and Content" above. Medics' Money is not responsible for the content of feedback posted by Clients, or any harm done by such content.
- 9.2 Medics' Money shall take reasonable measures to verify that the feedback is genuine, and may at its sole discretion remove Client feedback whose authenticity is in doubt. Medics' Money does not accept any responsibility for damage caused by false or bogus feedback, or its failure or refusal to remove it.
- 9.3 Where a Client, Professional or other User believes feedback may be fraudulent, defamatory or abusive, they should immediately contact Medics' Money through the Contact page.

## **10. Third Party Links**

- 10.1 The Website and Content may contain links to other websites which are independent of Medics' Money. Medics' Money makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any other site, and if you follow a link to another website you do so at your own risk

## **11. Intellectual Property**

- 11.1 Medics' Money owns all the intellectual property rights relating to the Website, including the designs, text, database, graphics and layouts, and you agree not use or copy any part of them without our express permission in writing.
- 11.2 You agree not to download, reproduce, copy, resell or exploit for any commercial purposes, any aspect of the Service, or to use automated means to download data from the Service (including without limitation, spiders, robots, crawlers or data mining tools, but excepting standard internet search engines).
- 11.3 Users are not permitted to decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Website.
- 11.4 The intellectual property rights in Content uploaded by Users to the Website are retained by the copyright owner, and Content is added to the Website by Users at their own risk. In doing so you are giving irrevocable permission for us to store, display and use the Content as we see fit. Please see our Privacy Policy for further details of how your personal data is collected and used, and your rights regarding your data.

## **12. Dealings between Users**

- 12.1 Your interactions with organisations and/or individuals found on, or through, the Website, including responsibility for delivery of and payment for products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organisations and/or individuals. You agree that Medics' Money shall not be responsible, or liable, for any loss or damage of any sort arising from any such dealings.
- 12.2 In the event that you have a dispute with one or more other Users, you hereby release Medics' Money, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Service (save to the extent caused by Medics' Money's own negligence or wilful



default). Whilst Medics' Money may, at the request of a Client or a Professional, investigate a complaint, you acknowledge and agree that Medics' Money is under no obligation to become involved in any dispute between Users.

### **13. Preventing Abuse**

13.1 We strive to make sure that your experience of using the Service is positive and rewarding, and as a result we may contact you from time to time during your use of the Service to check that you are satisfied with how things are going and to verify that Professionals and other Users are complying with their obligations to you and us. You understand and agree that we may contact you from time to time for these purposes and that, in the interests of maintaining the quality and integrity of the Service, you will respond promptly and truthfully to any reasonable requests for information.

### **14. Disclaimer of Liability**

14.1 Medics' Money does not recommend, endorse or approve any of the Professionals listed in the Website or any advice they may provide

14.2 It is the sole responsibility of the Client to select an appropriate Professional, to agree the terms of engagement with the Professional and to assess the suitability of any products or services offered or recommended to them. Medics' Money does not give any warranty as to the suitability, competence or qualifications of any Professional and shall not be liable for any loss or damage resulting from any advice given by a Professional or the purchase of (or failure to purchase) any products or services as a result of or in connection with such advice.

14.3 Save for the checks on Professionals referred to in paragraph 3 above, Medics' Money is not responsible for vetting or conducting any checks on Professionals.

14.4 You agree that the Website and the Service are provided on an "as is" or "as available" basis, and accordingly use of the Website and the Service is entirely at your own risk. Any and all warranties relating to the Website and the Service, including, without limitation, any implied warranties as to fitness for a particular purpose and non-infringement of proprietary rights are expressly disclaimed to the fullest extent permitted by law.

14.5 Medics' Money takes reasonable care to ensure that the Website and its electronic communications are virus-free. However, Medics' Money disclaims any warranty that the Website is free of viruses or other harmful components.

### **15. Limitations and exclusions of liability**

15.1 Nothing in this Agreement will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

15.2 The limitations and exclusions of liability set out in this Clause 15 and elsewhere in this Agreement:

- (a) are subject to Clause 15.1; and

- (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

15.3 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.

15.4 Neither party shall be liable to the other party in respect of any loss of revenue or income.

15.5 Neither party shall be liable to the other party in respect of any loss of use or production.

15.6 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

15.7 Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software.

15.8 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

## **16. Indemnity**

16.1 You agree to indemnify and hold harmless Medics' Money, its officers, employees, agents and service providers from any claim or demand, including legal expenses and amounts reasonably paid in settlement of legal claims, made by any third party due to or arising out of Content you submit, post or make available through the Service, your use of the Service, your violation of the Terms, or your violation of any rights of any person or organisation.

## **17. Limitations on Service**

17.1 You acknowledge that Medics' Money may establish limits concerning use of the Website, including but not limited to the maximum number of days that Content will be retained by the Website, the maximum number and size of postings, email messages, or other Content that may be transmitted or stored by the Website, and the frequency with which you may access the Website.

17.2 You agree that Medics' Money has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Website. You also acknowledge that Medics' Money reserves the right at any time to modify or discontinue the Website (or any part of it) with or without notice.

17.3 Medics' Money shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service or any part of it, including for loss of profit or consequential loss or damage.

## **18. Termination or restriction of Service**

18.1 You agree that Medics' Money, in its sole discretion, has the right to delete, suspend or deactivate your user account, block your email address, or otherwise terminate or restrict your access to or use of the Website immediately and without notice and remove and discard any content within the Website for any reason, including, without limitation, if Medics' Money believes that you have acted inconsistently with the letter or spirit of the Agreement.

- 18.2 You agree that neither Medics' Money nor its officers or employees shall be liable to you or any third-party for any termination or restriction of your access to the Website.
- 18.3 Either party may terminate this Agreement by giving to the other party 30 days written notice of termination.
- 18.4 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
- (a) the other party commits any material breach of this Agreement, and the breach is not remediable;
  - (b) the other party commits a material breach of this Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
  - (c) the other party persistently breaches this Agreement (irrespective of whether such breaches collectively constitute a material breach).
- 18.5 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
- (a) the other party:
    - (i) is dissolved;
    - (ii) ceases to conduct all (or substantially all) of its business;
    - (iii) is or becomes unable to pay its debts as they fall due;
    - (iv) is or becomes insolvent or is declared insolvent; or
    - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
  - (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
  - (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement).
- 18.6 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 6, 16, 21, 22, 23.
- 18.7 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

## **19. Privacy Policy**

- 19.1 Medics' Money has established a Privacy Policy which governs how Users' information is collected and used, and this policy is located <https://www.medicsmoney.co.uk/terms/> <https://www.medicsmoney.co.uk/privacy-policy/> Your use of the Website and/or the Service signifies your acknowledgement of, and agreement to, our Privacy

Policy. Our Privacy Policy has been updated in line with the requirements of the General Data Protection Regulation (GDPR).

## **20. Changes to Terms**

20.1 Medics' Money reserves the right to change or update these Terms from time to time. As a User of the Website, you are responsible for informing yourself of any updates of these Terms by visiting this section. Any significant changes in the Terms will be notified by an announcement on the Website and/or an email to activeUsers.

## **21. Governing law & jurisdiction**

21.1 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

21.2 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

21.3 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

21.4 Subject to Clause 15.1, this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

21.5 This Agreement shall be governed by and construed in accordance with English law.

21.6 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

## **22. No partnership**

22.1 Nothing in this Agreement shall constitute, or should be taken to imply, a legal partnership between the parties.

## **23. Publicity**

23.1 Subject to the provisions outlined in 23.2, neither party may make any public disclosures relating to this Agreement or the subject matter of this Agreement (including disclosures in press releases, public announcements and marketing materials) without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

23.2 By completing the Registration Form and completing the registration process you give Medics Money permission to reference you, your profile, logo and client review in any material that promotes the Medics Money website.

## **24. No exclusivity**

24.1 Nothing in this Agreement shall grant any exclusivity to the you in relation to referrals or enquiries.

## **25. Interpretation**

25.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

25.2 The Clause headings do not affect the interpretation of this Agreement.

25.3 References in this Agreement to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

25.4 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

By submitting the online registration form ("**Registration Form**") to participate in the service you agree to comply with and be bound by **Advisor Terms and Conditions** set out above and our **general terms and conditions** which together with the Registration Form constitute a binding contract between you and Medics Money. Definitions used in the General Terms also apply in these Professional Terms.