

# General Terms and Conditions and Important Information

## Services and operations (Including IPS and Standard Operatives).

This document includes:

- **PART 1:** Our Terms of Business and Data Protection Statement
- **PART 2:** General Terms and Conditions (applicable to all services)
  - Servicing Terms and Conditions
  - Operative including IPS and Standard Operatives Terms and Conditions
- **PART 3:** Confidentiality and Data Minimisation

Please read and keep for future reference

Effective from 21 March 2021

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# OUR TERMS OF BUSINESS AND DATA PROTECTION STATEMENT

## SECTION 1A – Our Terms of Business

### Non-advised

For the majority of our services we only provide you with information, not advice, to help you decide if a service is right for you. On services where we do provide advice, we will make this clear to you. Some services are only available by specific channels (e.g. internet only).

#### **Put simply**

*We will provide you with a 'non-advised' service, which means we will give you information to help you make your decision.*

### Regulated

We are not regulated by the Prudential Regulation Authority (PRA) nor are we regulated by the Financial Conduct Authority (FCA).

#### **Put simply**

*We are not regulated by the Prudential Regulation Authority (PRA) nor are we regulated by the Financial Conduct Authority (FCA). We are not a member of the Financial Services Compensation Scheme.*

### Confidentiality

We treat any information you give us with confidentiality. On joint services your information may be shared with the other applicant, and you must have their permission to provide their information. We may share information internally via different departments and specialists. We may do this so we can fulfil your services and complete the relevant operations to do so. We will ensure your information is used in line with our own strict confidentiality policies and as required under UK data protection legislation. We may use the information to provide you with products and services and for marketing purposes. If you don't want to receive marketing information, just tell us. You have a number of rights under data protection legislation. For more information on these ask for a copy of the 'Using My Personal Data' booklet.

#### **Put simply**

*The information you give us is treated with confidentiality, in line with data protection legislation. For more information on your rights, you can ask for a copy of the 'Using My Personal Data' booklet.*

### Confidentiality

We treat any information you give us with confidentiality. On joint services your information may be shared with the other applicant, and you must have their permission to provide their information. We may share information internally via different departments and specialists. We may do this so we can fulfil your services and complete the relevant operations to do so. We will ensure your information is used in line with our own strict confidentiality policies and as required under UK data protection legislation. We may use the information to provide you with products and services and for marketing purposes. If you don't want to receive marketing information, just tell us. You have a number of rights under data protection legislation. For more information on these ask for a copy of the 'Using My Personal Data' booklet.

#### **Put simply**

*The information you give us is treated with confidentiality, in line with data protection legislation. For more information on your rights, you can ask for a copy of the 'Using My Personal Data' booklet.*

### Credit and other checks

We don't perform checks with Credit Reference Agencies and / or Fraud Prevention Agencies.

#### **Put simply**

*We don't perform checks with Credit Reference Agencies and / or Fraud Prevention Agencies. Our KYC is performed in-house.*

### Making a complaint

We're sorry if we haven't provided you with the service you expect. By telling us about it, we can put things right for you and make the necessary improvements. We want to sort things out for you as soon as we can. The quickest and easiest way is talking to us about your concern.



Please email our dedicated complaints team at [complaints@advicifas.org](mailto:complaints@advicifas.org).

Alternatively, you can contact us:



via your specialist. Check any email received from us for their contact information, including WhatsApp.



in writing to: ADVICIFAS, 124 City Road, London, EC1V 2NX

Our Complaints Leaflet is available upon request and contains further information on our complaints process, including the handling timescales. This information is also available on our website at [advicifas.org](http://advicifas.org).

Complaints are handled in line with our internal processes and may consist of information without inter-servicing operative information. For more information on this, direct communications to your specialist.

# Section 1B – Data Protection Statement

## Introduction

The Data Protection Statement sets out how we'll use your personal data. Your personal data is data which by itself or with other data available to us can be used to identify you. We are ADVICI LTD t/a ADVICIFAS, the data controller. This data protection statement sets out how we'll use your personal data. You can contact our Data Protection Officer (DPO) at [dpo@advicifas.org](mailto:dpo@advicifas.org) if you have any questions.

## The type of personal data we collect and use

Whether or not you become a client, we'll use your personal data for the reasons set out below and if you do become a client, we'll use it to manage your service, operations or product you've applied for. We'll collect most of this **directly** during client onboarding. The sources of personal data collected **indirectly** are mentioned in this statement. The personal data we use may be about you as a personal or business client (if you are one) and may include:

- Full name and personal details including contact information (e.g. home and business address and address history, email address(es), home, business and mobile telephone numbers);
- Date of birth and / or age (e.g. to make sure you're eligible to apply and for operative conduct);
- Financial details (e.g. salary and details of other income, and details of accounts held with financial institutions);
- Records of products and services you've obtained or applied for, how you use them, and the relevant technology used to access or manage them (e.g. IP address, MAC address);
- Family, lifestyle or social circumstances if relevant to the product or service (e.g. mental health),
- Personal data about other named applicants. You must have their authority to provide their personal data to us and share this data protection statement with them beforehand together with details of what you've agreed on their behalf.

## Providing your personal data

We'll tell you if providing some personal data is optional, including if we ask for your consent to process it. In all other cases you must provide your personal data so we can process your application (unless you're a client and we already hold your details).

## Monitoring of communications

Subject to applicable laws, we'll monitor your calls, emails, text messages, social media messages and other communications in relation to your dealings with us. We'll do this for self-regulatory operations, risk

management, to protect the security of our communications systems and procedures, to check for obscene or profane content, for quality control, and when we need to see a record of what's been said. We may also monitor activities during your service where necessary for these reasons and this is justified by our legitimate interests or our legal obligations.

## Using your personal data: the legal basis / purposes

We'll process your personal data:

1. As necessary **to perform our contract with you** for the relevant service, operation or product:
  - a) to take steps at your request prior to entering into it;
  - b) to decide whether to enter into it;
  - c) to manage and perform that contract;
  - d) to update our records;
  - e) to trace your whereabouts to contact you about your service and recovering debt.
2. As necessary **for our own legitimate interests** or those of other persons and organisations e.g.:
  - a) for good governance, accounting, and managing and auditing our business operations;
  - b) to monitor emails, calls, other communications, and activities within your service;
  - c) for marketing research, analysis and developing statistics; and
  - d) to send you marketing communications including automated decision making relating to this.
3. As necessary **to comply with a legal obligation**, e.g.:
  - a) when you exercise your rights under data protection law and make requests;
  - b) for compliance with legal and regulatory requirements and related disclosures;
  - c) for establishment and defence legal rights;
  - d) to verify your identity; and
  - e) to monitor emails, calls, other communications, and activities within your service.
4. Based on **your consent**, e.g.:
  - a) when you request us to disclose your personal data to other people or organisations such as a company handling a claim on your behalf, or otherwise agree to disclosures;
  - b) when we process any special categories of personal data about you at your request (e.g. your racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union data, data concerning your health, sex life or sexual orientation); and
  - c) to send you marketing communications where we've asked for your consent.

You're free at any time to change your mind and withdraw your consent. The consequence might be that we can't do certain things for you.

### **Sharing of your personal data**

Subject to applicable data protection law, we may share your personal data with:

- inter-servicing specialists to complete our operations and obligations;
- recording institutions whereby we require to share data;
- sub-contractors and other persons who help us provide our products and services;
- companies providing services to us;
- our legal and other professional advisors, including auditors;
- in an emergency or to otherwise protect your vital interests;
- to protect the security or integrity of our business operations;
- to protect other parties connected with your service e.g. joint clients and other people named on the application;
- when we restructure or sell our business or its assets or have a merger or a re-organisation; and anyone else where we have your consent or as required by law.

### **International transfers**

Your personal data will not be transferred outside the UK and / or the European Economic Area and will remain within the UK and / or the European Economic Area.

### **Providing your personal data**

We'll tell you if providing some personal data is optional, including if we ask for your consent to process it. In all other cases, you must provide your personal data so we can process your application (unless you're a client and we already hold your details).

### **Where we attempt to mitigate data transmission**

The data protection statement acts to prevent unauthorised access to your data in every way possible. Where we are approached by an authority that requires your data on a legal basis, we will try in every way possible to mitigate the requirement of handing your data to them. Where this is not possible, you will be informed, and we will try to inform you 14 working days earlier than to that of the data being transferred to the third-party. Where we can't mitigate these requirements, we may not be able to inform you of such a requirement. If this is the case, we will transmit your data without reference to you.

### **Other information about you if you are a business client**

We may also hold the information you give to us (i.e. name, address, date of birth, nationality) to undertake periodic due diligence checks in compliance with UK legislation.

### **Your security is our priority**

In every avenue possible, we guarantee that your data will remain safe, secure and protected. We utilise robust

systems with robust firewalls to protect your data. At no point will your data be sold to third parties, nor will your data be offered / given to other businesses without your prior consent. Where you pose an unacceptable risk to us or our operations, we may share your information with financial institutions and fraud prevention agencies if the matter is deemed unresolvable after numerous attempts of amicable resolution.

### **Your marketing preferences**

We'll use your home address, phone numbers, email addresses and social media (e.g. Facebook, Google and message facilities in other platforms) to contact you according to your preferences. You can manage your preferences or unsubscribe at any time by contacting us. In the case of social media messages, you can manage your social media preferences via that social media platform.

### **For Children's services**

The data protection statement applies to both the child and the trustee / registered contact. Further details about how your personal data will be used are included in the relevant data protection statement document.

This data protection statement must be read in conjunction with those documents.

If there are rules on the number of services in a child's name of the same type, or limits on operations, you understand that we may need to refuse further applications / operations and as such, we may need to tell the person making the application the reason for refusal.

### **Criteria used to determine retention periods (whether or not you become a client)**

The following retention criteria are used to determine data retention period for your personal data:

- **Retention in case of queries.** We'll retain your personal data as long as necessary to deal with your queries (e.g. if your application is unsuccessful);
- **Retention in case of claims.** We'll retain your personal data for as long as you might legally bring claims against us; and

### **Retention in accordance with legal requirements.**

We'll retain your personal data after your service, operation or product has been closed or has otherwise come to an end based on our legal requirements.

### **Where you pose a risk to us**

If you or your behaviours pose a risk to us, we may:

- supply your information to businesses in operation of the same or similar services;
- produce and supply inter-servicing conduct to other businesses to manage risk and mitigate loss and alternative risk; or

report you and / or the matter to law enforcement if the risk you have posed is significant enough to involve enforcement.

### **Automated decision making**

Automated decision making involves processing your personal data without human intervention to evaluate

your personal situation such as your economic position, personal preferences, interests or behaviour, for instance in relation to behaviours in your service which triggers events such as servicing suspension and automated operative reviews to determine risk. We may do this in our legitimate interests in assisting you, and ourselves.

#### **Your rights under applicable data protection law**

Your rights are as follows (noting these rights don't apply in all circumstances and that portability is only relevant from May 2018):

- The right **to be informed** about our processing of your personal data;
- The right to have your personal data **corrected if it's inaccurate** and to have incomplete personal data completed;
- The right **to object to processing** of your personal data;
- The right **to have your personal data erased** (the 'right to be forgotten');
- The right **to request access** to your personal data and information about how we process it;
- The right **to move, copy or transfer** your personal data ('data portability'); and
- Rights in relation **to automated decision making** including profiling.

You have the right to complain to the Information Commissioner's Office. It has enforcement powers and can investigate compliance with data protection law: [ico.org.uk](http://ico.org.uk).

For more details on all the above, you can contact our DPO or request the 'Using My Personal Data' booklet

by asking for a copy to your specialist or online at [advicifas.org](http://advicifas.org).

#### **Data anonymisation and aggregation**

Your personal data may be converted into statistical or aggregated data which can't be used to identify you, then used to produce statistical research and reports. This aggregated data may be shared and used in all the ways described above.

# PART 2 – GENERAL TERMS AND CONDITIONS

## Introduction

These general Terms and Conditions are split into two sections.

- 2A applies to all services. If any Conditions in 2B to 3 differ from those in 2A then the relevant Condition in 2B to 3 applies.
- 2B applies to operations.
- 3 applies to confidentiality (including information).

In addition, Specific Conditions may also apply to your service, and these will be set out in a separate document (called a Specialist Operations Document) which will be given to you upon onboarding a service with us. If a Specific Condition differs from these General Terms and Conditions, the Specific Condition is the one that applies.

These General Terms and Conditions, together with the Specific Conditions in the Specialist Operatives Document (or any document that replaces the Specialist Operations Document) make up your agreement with us.

Services also have a Fee Information Document which contains some of the fees and charges that apply to your service. There may be other applicable fees and charges which are set out in these General Terms and Conditions and the Specialist Operations Document. In the event of any inconsistency, the fees and charges set out in the agreement will prevail.

You can request a copy of these General Terms and Conditions, the Specialist Operations Document and the Fee Information Document at any time by contacting us or by visiting our website at **[advicifas.org](http://advicifas.org)**.

For details how to operate within your service, please refer to the Specialist Operations Document.

To help you understand what some of the operations within your service mean, we have a glossary of industry standard terms and definitions ('Glossary'). Where relevant, we have used these terms in the documents forming your agreement with us. You can find the full Glossary on our website, or you can ask your specialist for a copy.

# Section 2A – General Terms and Conditions (applicable to all services)

## 1 Meaning of words

Summary: certain words have a specific meaning throughout these Conditions. These words and their meaning are listed below.

Our services are categorised into two types: **'IPS operation'** and **'Standard service'**. Generally, a service will be a Standard service unless it has some form of internalised process or case-complication. Examples of Standard services are CIFAS Marker Removal Services and SIRA Servicing Operatives. Examples of IPS operations include Internalised Processes to remove and revoke Internal Fraud Data. All these Conditions apply to both IPS operations and Standard services unless stated otherwise. You can find details of whether your service is a Standard service or an IPS Operation on our website.

'We'/'Us'/'Our' means ADVICIFAS.

'Payment Instruction' – Depending on your particular type of service, you can instruct a payment to us by using:

- a) a written instruction signed by you;
- b) using your card, card details or an electronic wallet or device on which your card details are stored;
- c) telephoning your financial institution using their contact information;
- d) by setting up electronic payments, if you use Online Banking and instructing your financial institution to do so via their website and following their instructions; or
- e) giving your financial institution verbal instructions.

'Personal Security Details' means any personal details or security process that we may ask you to use to confirm your identity or authorise certain operative conduct. These may include a password, selected personal information or other security numbers or codes that we provide to you (such as a one-time passcode).

'Operations' means the processes, procedures, policies and / or operatives we action and / or pursue to complete our obligations and fulfil our contract.

'IPS' means Internalised Processing Service and is an operation we may pursue to facilitate the removal and / or revoking of Internal Fraud Data.

'Termination' means the permanent cancellation of a service, operation and / or product.

'Falsified data' means the purposeful alteration of information to unlawfully gain a service.

## 2 To qualify for a service

Summary: there are a number of requirements that you must meet before you can obtain a service.

2.1 Unless stated otherwise, you must permanently reside in the UK (excluding the Channel Islands and the Isle of Man). If you are a Crown employee serving overseas or are married to or in a civil partnership with a person who performs such duties, you must retain a permanent residential address in the UK for the service to remain operational. You must not use your personal service for business purposes or reasons.

2.2 You must provide us with any evidence we require to be satisfied of your identity. Details of identity requirements can be requested from our specialists, or by emailing us at **contact@advicifas.org**.

2.3 You must supply us with accurate, honest and true information only. Inaccurate, falsified or otherwise untrue information is handled in accordance with risk management.

2.4 A record must've been made against your personal information on a Fraud Prevention Database.

2.5 You must be an unwitting victim of a fraud, scam or financial crime. Any cases pertaining to witting or complicit involvement in fraud will be rejected.

## 3 Joint services

Summary: the Conditions below apply if you hold a service jointly with others. Each of you are responsible for obligations within the service.

3.1 Some of our services cannot be held in joint names or there may be restrictions on the number of clients (service holders). Please see Section 3A.

3.2 If you have a service that can be held jointly:  
1) you are both responsible (individually and together) for any money you owe us;  
2) each of you can utilise the operations within the service on your own, without the other's approval (this includes instructions to cancel the service) except in the case of IPS operations where we have given you the option to run the service on an 'all to sign' or 'more than one signature' basis and you have taken this option up; and

- 3) you are both responsible for the accuracy and truthfulness of the information supplied within your service.
- 3.3 There are certain operational services that cannot be used jointly (such as internal fraud data checking). If you agreed that the service should be 'all to sign' when you applied for it, none of you will be able to have these operational services other than on a 'be told only' basis.
- 3.4 The right of each of you to use a service on your own is on the condition that we do not receive a notice of dispute between you. If one of you tell us of a dispute:
- any instructions will need the agreement of the both of you;
  - we can suspend some operations in your service (including all operations);
  - we can ask you to pay any remaining instalment payments (even if they aren't due); and
  - you are still responsible to us individually and together.
- 3.5 We will only transfer the service into the sole name of one of you if all service holders agree and all remaining payments are made and we are satisfied that you have sufficient risk standing to run the service alone.
- 3.6 If one of you dies, the service belongs to the remaining service holder. We may share information about the service with the deceased's personal representatives. This could include historical information about how the service was used as well as evidence of our operations and details of the state of the service at the date of death. This is the case even if the service isn't held in joint names anymore when the person dies (in which case we may still provide information about the period when it was held as a joint service).
- If there is no service holder who survives:
- we will freeze the service. This means that all operations will be withdrawn; and
- the operations in your service will normally be held by us until we receive the right forms from your estate.
- 3.7 Inter-servicing communications are supplied to only one party, which is typically the key part within the service. If both service holders wish to receive the communication, a request can be made to your specialist but is at the discretion of the specialist as to whether both parties are communicated with.
- 3.8 Final response letters are issued from the financial institution to both service holders. This isn't a changeable condition as a financial institution must submit a final response to both parties and cannot

submit only one final response to both service holders when there is a joint service in place.

#### 4 Date Integrity and Analysis

Summary: this section explains how we verify the authenticity of the data you supply to us.

- 4.1 Depending on your type of service, we may be able to verify authenticity on an internal basis with the financial institution by reviewing inter-banking records (if it's a bank).
- 4.2 In a Standard service, we are able to verify the authenticity via analysis of stereotypical behaviours of victims of fraud and / or scams, as well as your records with the financial institution and from the responses financial institutions supply to us. Where a financial institution supplies a response, we:
- 1) review the information they supply in comparison to what you've told us;
  - 2) implement data analysis to verify and authenticate risk variability; and
  - 3) make a decision on whether the data you've supplied to us is true or untrue.

Following our review, if the data is found to be accurate, honest and true, we'll continue with our operations with our contract. However, if the data is found to be inaccurate, falsified and / or untrue, we'll then:

- 1) suspend your service;
- 2) ask you for information regarding the data you supplied to gain a clearer picture;
- 3) review and investigate the breach;
- 4) supply a remedy to resolve the breach or terminate your service.

Where we terminate a service for any breach to these Conditions, we won't supply you with a refund for any fees you've paid, either / or in a partial or a full basis.

- 4.3 We may use the data you supply us on a consistent basis to verify its authenticity over the full duration of your service with us. This may mean that we require you to supply the same data on numerous occasions, whereby consistency of the authenticity of your data would provide accurate, honest and true data, or whereby consistency is not present, inaccurate, falsified and / or untrue data.
- 4.4 Where we find inaccurate, falsified and / or untrue data, you understand that we reserve the right to withdraw our operations, terminate your service and not provide a refund; either / or partial or in full.

#### 5 Client Care and Consistency

Summary: this section explains how we carry out our client care and aid in being consistent.

5.1 We utilise a client care policy to ensure that all clients receive adequate client care on a consistent and fair basis. Where you utilise behaviours to expedite more client care than another client, we will:

- 1) suspend your service;
- 2) review your inter-servicing behaviour;
- 3) make a decision surrounding the risks and unfairness posed by such behaviours; and
- 4) terminate or unsuspend your service.

Where we deem it necessary to terminate your service, you understand that any operations within your service will be withdrawn, and that you will not be refunded any fees paid during your service with us, including partial and / or in full.

5.2 We supply servicing updates on the basis they are received. We do not supply updates where there is not an update present to be supplied.

5.3 To request an update, you must use the form on our website (<https://advicifas.org/company/request-an-update>). By using the form to request an update, you can expect a response via email within 48 hours of your submission. The period of 48 hours starts on the next working day.

5.4 Abuse to any colleague, including but not limited to those supplying client care services, is not permitted and any form of abuse will result in your service being terminated. You understand that a refund will not be issued if we require to terminate your service, either / or in partial or in full.

5.5 We may request for information on more than several occasions and you must fully co-operate on each occasion without issue. Where a lack of co-operation is noticed, we will inform you of the issue to have it quickly rectified. If our attempt at swift rectification does not work, we may be forced to terminate your service. If we terminate your service, you understand that a refund of a partial or full value will not be issued.

## 6 Co-operative Requirements

Summary: to supply a satisfying and fulfilling experience with us, you must co-operate in full, and these Conditions apply.

6.1 We require full co-operation during every service, operation and / or product we supply. This includes but is not limited to:

- supplying, without issue, any information and / or data we request (e.g. explanations, evidence, documentation);
- communication with a financial institution under our advice and / or assistance;
- adherence to our policies, terms and procedures included operations;
- paying requested funding payments (i.e. early instalment requirements); and

signing documentation required to fulfil our obligations.

6.2 Whereby we are unable to gain your full co-operation, you understand that we may be forced to:

- 1) suspend your service;
- 2) review and investigate your inter-servicing behaviour to align risk;
- 3) make a decision as to whether your risk is acceptable or whether it isn't; and
- 4) terminate or unsuspend your service.

Where we unsuspend your service, your operations and / or service will remain unaffected and will continue as normal, in line with our contract. If we require to terminate your service, you understand that we won't supply you with a refund of either / or a partial or full value.

6.3 Co-operation is extremely important as it ensures that we can complete our operations without unnecessary delays. Such delays can impact more than just your service and / or operations and is unfair to other clients.

6.4 Where a specialist, or any other colleague, believes you are deliberately failing to co-operate to avoid inaccurate, falsified and / or untrue data being found out, we may suspend your service whilst we investigate the concerns at hand. If it is found out that this is the case, we will act as stated in Condition 6.2 in Section A.

## 7 Authoritative Representation

Summary: where we require to represent you as a third-party, these Conditions apply.

7.1 At any and all times, you must ensure that your authorisation remains consistent and implemented without being withdrawn and / or cancelled.

7.2 Where you withdraw and / or cancel authorisation for us to represent you, you understand that we won't be able to act for you and that it will result in our operations being withdrawn.

7.3 If a financial institution contacts you to seek a handwritten signature, you must adhere and fulfil their request as per their instruction. Where you do not adhere to and / or fulfil their request, you understand that we cannot act for you without the relevant authorisation being in place.

7.4 Where a financial institution is unable to gain your authorisation for us to act for and on behalf of you and you request a refund, you will not receive a refund for any fees you've paid.

## 8 Communications and Third-Party Disclosure

Summary: we're required to communicate and share information with a recording financial institution and these Conditions apply.

8.1 Where we communicate with a financial institution on your behalf (representation), we supply the information that you supply to us in our own strategically planned version of wording. If you don't agree with the wording we've used; you must consult your specialist immediately. If you consult the financial institution directly and voice your concerns, we may be forced to withdraw our operations and suspend your service indefinitely.

8.2 Communications your specialist makes will be sent to you as well as the financial institution where possible. Where this isn't possible, your specialist will let you know why at their next possible instance.

8.3 You understand that to facilitate our operations, and to fulfil our obligations, we must supply the information you supply to us to the institution (third-party disclosure). Without this, we won't be able to complete our obligations, and our operations won't be able to commence.

8.4 You understand that to facilitate inter-servicing communications, your specialist may decide to communicate with you via various forms of communications. If your specialist requests you to solely communicate via one method, you must co-operate in full without issue. If you fail to co-operate, we will act in line with Condition 6.2 of Section 2A.

8.5 Where a third-party disclosure is an issue, you must inform your specialist prior to documentation submission (a stage following Strategic Planning – see Condition 9). If you fail to inform your specialist in good time (before the documents are submitted), your specialist will continue to operate as if your notification wasn't received.

8.6 If our communications to you aren't being received, we may freeze your service until they are received, and we receive a response from you. The period for a freezing of your service can last indefinitely.

8.7 We will act in line with our Data Protection Statement in every instance possible. However, this may not be possible when operating our obligations as we need to share further information with the institution, and they may require sensitive information (e.g. your date of birth) to accept and acknowledge the case we put forward on your behalf. They may additionally share information with us to help decide (i.e. the accuracy of the information you supply).

## 9 Strategic Planning and Information

Summary: prior to commencing our operations, we strategically plan each case individually. These Conditions apply.

9.1 After we strategically plan your case, your specialist will send you any documentation produced. It is at this point that you must alert your specialist to make any alterations or to query any

entries. If you contact your specialist later than this, your specialist will be unable to adhere to and / or complete any requests you make.

9.2 If your request for an alteration pertains to a change of version of events, we may question why this is and dependant on your response, we may be required to:

- 1) suspend your service;
- 2) review and investigate the data you've supplied to us to authenticate its accuracy;
- 3) make a decision based on risk alignment; and
- 4) terminate or unsuspend your service.

You understand that if we require to terminate a service due to inaccurate, falsified and / or untrue data, you will not receive a refund of either / or a partial or full value.

9.3 Strategic planning may show a likelihood of removal being higher with a differentiated version of events. Where this is the case, your specialist may utilise an alternative version of events to that of your stated version of events.

9.4 Your specialist may require additional time to strategically plan your case. Where this is required, your specialist should let you know at the earliest instance, and you must co-operate in the acknowledgement, acceptance and agreement of such. Any failure co-operate will be handled in line with Condition 6.2 in Section 2A.

## 10 Information Requests

Summary: we may request any type of information from you at any time and for any purpose. These Conditions apply.

10.1 We may request any information and / or data from you at any time for any reason, and you must co-operate in full and fulfil our requests, without issue. Failures to do so will result in actioning consistent with Condition 6.2 in Section 2A.

10.2 The information we may request may not seem relevant to your case; however, it is relevant to us in fulfilling our obligations. Any request we issue to you must be fulfilled in a swift manner, in accordance with our request.

10.3 We may request for the same information many different occasions, and we require you to co-operate in full on each occasion, without issue and / or delay. Failure to co-operate will be handled in line with Condition 6.2 of Section 2A.

## 11 Payments

Summary: payments made to and from us are in Cryptocurrencies only. These Conditions apply.

- 11.1 We may request that you pay in any Cryptocurrency, but it will always be a Stable Coin (a Cryptocurrency with minimal volatility).
- 11.2 Where we agree instalment payments, we require you to make your payment on the dates agreed. If we later request an instalment early, our request of early payment overrides any agreement previously made. If you do not pay on our request for early payment of an instalment, we may be forced to suspend your service until the payment is made. If the payment remains unpaid past suspension, we may terminate your service without a refund. We do this as it risks our operations in more than just your service and is unfair to other clients.
- 11.3 If another payment method would better suit your needs, let us know. There is no guarantee that we'll accept it, but we'll consider it prior to onboarding (it must be an unregulated method of payment).
- 11.4 Requests for additional funding may be a requirement in some cases, and it is important that where we do request additional funding, the value is supplied as soon as you can. If you need more time, notify your specialist one they notify you of the requirement and / or request.
- 11.5 Requests for additional funding will only request funding to fulfil certain processes, procedures and / or operations relevant to completing our obligations (e.g. a further internal process).
- 11.6 We won't suspend, review, investigate or terminate a service if you are unable to provide the funding requirement in additional funding. However, your specialist will discuss alternative routes with you that either do not require additional funding, or routes that require less funding.
- 11.7 You understand that refunds are supplied to the same wallet address (or account details if you've paid in an alternative method) used to facilitate your payment to us. If this isn't possible, we won't be able to refund you due to strict UK laws surrounding Anti-Money Laundering and their regulations.
- 12 Money-Back Guarantee**  
Summary: we implement a Money-Back Guarantee within all services and these Conditions apply.
- 12.1 Before you become eligible for a refund for any fees paid to us, we must have exhausted all processes, procedures and / or operations and all the same must have been unsuccessful in every attempt we've made. Prior to this point, you will be and will remain ineligible for a refund until eligible.
- 12.2 The Money-Back Guarantee does not mean that when you request a refund, we supply it. The guarantee acts so that if we aren't successful in our completion of the contract and / or our obligations (e.g. the removal of a fraud marker), you are refunded in full.
- 12.3 Requests for a refund external to eligibility under the Money-Back Guarantee will be rejected, unless you are facing evidencable financial difficulties. For such a request revolving financial difficulty, refer these to your specialist directly. It is not guaranteed that we'll refund any fees, but we will consider everything you say and support in alternative ways if we're unable to approve of your request.
- 12.4 If at any point you no longer wish to proceed with your service, you must inform us immediately so that we can take the necessary steps to ensure you can swift utilise another business' facilities. By doing so, you understand that any fees you've paid to us are non-refundable and that you won't receive a refund for either / or a partial or full value.
- 12.5 The Money-Back Guarantee refund eligibility activates only once we've:
- 1) submitted a complaint to the recording financial institution and have received a rejection;
  - 2) raised a secondary review with the recording financial institution and have received a rejection;
  - 3) attempted external avenues and have received a rejection;
  - 4) submitted a complaint to the FPA and have received a rejection;
  - 5) referred the rejection issued by the financial institution to the Financial Ombudsman Service (FOS) and have received a rejection; and
  - 6) attempted first-party-based complaint review and have received a rejection.
- This is complete exhaustion and unsuccess and at this point, you'll be eligible for a full refund under the Money-Back Guarantee.
- 12.6 If you attempt to complete actions against us to try and mitigate the conditions of our Money-Back Guarantee and / or attempt to gain a refund external to that of the Money-Back Guarantee eligibility criteria in Condition 12.5 in Section 2A, we will:
- 1) suspend your service;
  - 2) review and investigate your actions and / or inter-servicing and / or outer-servicing behaviours;
  - 3) make a decision based on risk alignment; and
  - 4) terminate or unsuspend your service.
- You understand that where we terminate a service on this basis, we won't offer you a refund on any partial or full basis for any fees paid prior to, during

and / or after your service has completed. Where your actions have caused damages to any part of our business, including but not limited to its reputation, we retain the right to pursue you in the courts for the costs you've caused in damages and in legal fees. Legal fees, of which, are calculated by the court that handles the case.

### 13 Interest and fees

Summary: we may charge interest and / or additional fees on services using instalments. These Conditions apply.

13.1 For every week that passes whilst using an instalment plan for your service and / or operation, 5.5% of your total service and / or operation cost is added to your remaining payable balance.

13.2 We may request interest to be paid on a weekly basis to assist you in keeping your final, remaining payment to a minimum.

13.3 Interest rates are fixed for your entire service duration and will not change at any point past the commencement of your service. To query an interest rate, direct communications to your specialist, or email us using the email supplied within this document.

### 14 Loss or misuse of a mobile device

Summary: you must tell us if you lose your mobile device. This section explains circumstances where you are not responsible for the misuse of your service.

14.1 You must notify us as soon as possible using the contact details in this document if you think that your mobile device has been lost, stolen or personal information has become known to another person.

14.2 Once notified, we will take immediate steps to prevent your mobile device or personal information from being misused.

14.3 You are not responsible for any unauthorised use of your mobile device or personal information in any of the following cases:

- before you receive it;
- unless you have acted fraudulently, after you have notified us of its loss, theft or unauthorised use in accordance with Condition 14.1 in Section 2A<sup>1</sup>
- if we have failed to tell you how to notify us of its loss, theft or unauthorised use;
- if we don't apply procedures that we're legally required to use to check if the activity was authorised by you;

- if the unauthorised use relates to the purchase of goods or services under a distance contract.

14.4 A 'distance contract' is a contract you enter into online, by post, mail order, email, fax, telephone, or tele-shopping, unless the purchase relates to land or financial services, or is made using a vending machine, a public pay phone or an auction.

### 15 Changes to your service

Summary: this section explains that we can change the Conditions (including interest rates and charges) that apply to your service, the reasons why we can make changes and how we will tell you about any changes.

15.1 We can change these Conditions and the Specific Conditions, including interest rates, fees and charges (including removing or adding fees or charges) and other terms where the change is to:

- 1) take account of an actual, or reasonably expected, change in the interest rates we receive, or we have to pay, for example, as a result of a change to the Bank of England Base Rate;
- 2) reflect an actual, or reasonably expected, change in law or regulation (including any decision by an ombudsman, court, regulatory or similar body) or to our way of doing business, including the introduction of new operations or the advancement or change in the use of our operations;
- 3) make them clearer or more favourable to you; or
- 4) reflect any other actual or reasonably expected change that affects us if it is reasonable for us to pass the impact of the change on to you.

Any change we make will not be more than is reasonably proportionate to the impact of the underlying change on us. We will not make changes to cover the same cost twice.

15.2 We will not change your interest rate during any specific fixed rate period.

### 16 If you are not happy with changes to your service

16.1 If you are unhappy with any change we make under Condition 15 in Section 2A other than a change that is to your advantage, that tracks a reference interest rate or that is a non-material interest change on a Standard service, you are free to cancel your service. Do note that if you do cancel your service, you won't be eligible to claim a refund. Refer to Condition 12.5 in Section 2A:

- a) in the case of a Standard service, at any time prior to the change coming into effect;
- b) in the case of an IPS operation, at any time during a period of 10 days from the date of notification; or

- c) in each case, after which you will be treated as having accepted the change.

## 17 Cancellation and cancelling your service

Summary: this section explains how you can ask us to cancel your service and how and when we may cancel the service.

- 17.1 If within 2 days of first obtaining a service, you would like to cancel your service, we will not charge you for the cancellation and you will be eligible for a full refund for any fees already paid – simply let us know by using the contact details included in this document. Otherwise, the service will continue until we complete our operations and fulfil our obligations. If you cancel the service, or we cancel it, after 2 days of obtaining it, you will not receive a refund for any value paid, whether that is partial or full. This right to cancel does not apply if the interest rate on your service is fixed for a period of time.
- 17.2 You or we may cancel your service at any time by giving the other notice without giving any reason. We may also cancel or suspend your service if it has been inactive for some time. If we decide to do this, we'll give you at least 30 days' notice. If you are in significant breach of these Conditions or the Specific Conditions on your service, or if you have failed to remedy a breach where we have asked you to do so, we may cancel your service on giving immediate notice or less than that specified in this Condition.
- 17.3 It is a condition that you do not:
  - 1) act abusively, offensively or violently towards our staff; or
  - 2) become bankrupt; or
  - 3) misuse your service; or
  - 4) act dishonestly with us; or
  - 5) act in any way to give rise to unreasonable suspicion of fraud or other criminal activities.

If any of the above applies, you will be in breach of these Conditions, and we can cancel your service on giving you immediate or less notice than that specified in Condition 17.2 in Section 2A.

We may also cancel your service at any time (referred to as a termination of service (TOS)) without notice where we are aware that keeping your service ongoing would be unlawful or cause us to be in breach of any of our legal or regulatory requirements.

- 17.4 If you, or we, cancel your service, then:
  - 1) where you have paid money, we won't supply you with a refund of either a partial or full value;

- 2) where you have an active instalment plan, you must pay off all the money you owe plus the interest incurred; and
- 3) these Conditions continue until any money you owe us has been paid and our operations have been withdrawn.

If you, or we, cancel your service within the first two days of your service, then you can claim a refund.

## 18 Update statements

Summary: this section explains that we may send you servicing updates in statements.

- 18.1 For joint services, we will send one statement addressed to both of you unless you tell us in writing that you each require separate update statements.
- 18.2 We will provide you with information relating to your operations by sending an update statement directly to you in accordance with Condition 5 in Section 2A.
- 18.3 You can change your preferences on how to receive updates from us at any time by emailing us or by contacting your specialist.

## 19 Notices and contacting you about your service

Any notice must, unless otherwise specified, be given by email:

- a) by you to us, to [contact@advicifas.org](mailto:contact@advicifas.org); or
- b) by us to you, either:
  - (i) by personal notice to you; or
  - (ii) in accordance with Condition 15 in Section 2A.

- 19.1 We may contact you by post at the address you have given us, or where you have provided us with your email address, mobile phone number or have registered with our Online Account Service, we may contact you by email, text or secure message. This means we may, for example, send you notice of changes to your Terms and Conditions via one of these methods. Please remember that communications may contact confidential information and if anyone else has access to your email inbox or mobile phone messages, they may be able to see this.

- 19.2 If you do not want us to contact you by post:
  - o you may ask us at any time to discontinue from doing so and to indicate your future communications preference;
  - o we may still contact you with marketing information using these contact methods, unless you have separately told us not to do so;
  - o except as provided in Condition 19.4.1 in Section 2A:

- a) you cannot opt out of email or secure message if it is a condition of your service that it is managed online;
- b) you cannot opt out of text messages if you have subscribed to our Online Account Service.
- 19.3 If we need to contact you urgently for important service or operational reasons, for example where we suspect fraud within your service, you may continue to receive important messages by the contact methods specified in Condition 19.2 in Section 2A. In some cases, we may still contact you by post, for instance where there is a legal obligation to do so.
- 19.4 You must ensure that the contact details you provide are accurate. It is therefore important that you notify us of any name, address, email or mobile phone number changes. If you do not inform us of any changes, you may not receive important service information, including notices of changes (for example, changes to Terms and Conditions, interest rates and fees) or pre-notification of fees or interest rates that are to be paid for your service. In this instance, these changes or fees/interest rates will still be applied.
- 19.4.1 If you have provided your mobile phone number or email address, we will register you for a free text alerts service on your service. This means that we will send you important messages regarding updates in your service to your mobile phone number and / or to your email address, if you have supplied them.
- 20 Inability to provide services**  
If we are unable to provide services because of causes beyond our control, we will not be responsible for any loss you suffer.
- 21 Call recording / monitoring**  
To help us improve our service, we may record and / or monitor phone calls.
- 22 Enforcement costs**  
We can charge you with our reasonable costs of enforcing these Conditions. These costs can include costs in tracing you, collection agency costs and legal costs. These costs are due and payable immediately.
- 23 Law**
- 23.1 English law applies to these Conditions (unless your Specific Conditions say otherwise). You and we agree the courts of England and Wales will have jurisdiction to hear any disputes arising in relation to these Conditions, except where:
- a) you obtained your service in Scotland, where the courts of Scotland will have jurisdiction; or
- b) you obtain your service in Northern Ireland, where the courts of Northern Ireland will have jurisdiction.
- 23.2 These Conditions are available only in English and all communications from us will be in English. We will only accept communications and instructions from you in English.
- 24 Dormant services**
- 24.1 If you do not make any communications with us for one month, then we may treat your service as being dormant to remove the risk of fraudulent activity.
- This means that we will stop sending you statements, letters and any other form of communications.
- To make your service active again, send us an email to [contact@advicifas.org](mailto:contact@advicifas.org) along with proof of identity and proof of address.
- 25 Making a complaint**  
If for any reason you're unhappy with the service we've provided, then please contact our dedicated complaints department at [complaints@advicifas.org](mailto:complaints@advicifas.org). We will aim to provide you with a decision as quickly as we can. Our Complaints Leaflet is available upon request and contains further information on our complaints process, including the handling timescales. This information is also available on our website at [advicifas.org](http://advicifas.org).
- 26 Your information**
- 26.1 You consent to us using your information to provide services and operations to you. If you withdraw this consent, we will stop providing services and operations but may still use your data where we have lawful grounds to do so (for example, because we need to retain records for regulatory purposes).
- 27 Important information about compensation arrangements**  
We are not covered by the Financial Services Compensation Scheme (FSCS).
- For compensation due from complaints, these will be paid to you in accordance with Condition 11 in Section 2A.
- For further information about the compensation provided by the FSCS, refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call the FSCS on **020 7741 4100**.
- 28 Unauthorised and incorrect payments**
- 28.1 Notifications of Unauthorised or Incorrect payments
- If you believe that a payment within your service was not authorised by you or was made incorrectly, you must notify us as soon as possible either by email or telephone.

## 28.2 Your Remedies for Unauthorised Payments

Your remedy for an unauthorised payment will depend on whether your service is in your name and is operating on your own file. If the service is in your name and / or is operating on your own file, each element of the payment will be treated separately for these purposes:

- Subject to Condition 13.3 in Section 2A, we will not refund you in any circumstances if;
  - a) you authorised the payment;
  - b) someone else used your card and / or account with your agreement; or
  - c) you have acted, or are acting, fraudulently.

## 29 Refund requests

29.1 Where you request for a refund, it will be responded to in accordance with Condition 12.5 in Section 2A.

29.2 Whereby your refund request has been submitted due to dissatisfaction, your refund request will be denied, and you will be advised to make a complaint in accordance with Condition 25 in Section 2A.

If you request a refund and you meet the eligibility criteria in Condition 25 in Section 2A, but are still dissatisfied, you will be eligible for a refund.

29.3 If following our response to your request for a refund, you threaten us with actions pertaining to posting negative content regarding our firm, we reserve the right to pursue legal action against you in the courts if the content you post is defamatory and / or is libelous.

This may additionally lead to a termination of your service whereby a refund won't be supplied either to a partial or a full amount.

29.4 Once we've responded to one request for a refund, we won't review a secondary request until we've progressed our operations further. Such requests may be marked as a duplicate request and not responded to.

## 30 Ensuring you continue to remain eligible for our services

30.1 Summary: you must ensure you continue to remain eligible for our services and these Conditions apply.

30.2 To ensure you remain eligible, you must ensure:

- 1) the relevant authorisation to represent remains in place and is not cancelled;

- 2) you continue to make your payments in line with our agreement and / or these Conditions;
- 3) there are no significant changes to the data you supply to us (e.g. your version of events);
- 4) you do not commit fraud, or attempt to commit fraud, against us, our services and / or our operations;
- 5) you adhere to our relevant policies, these Conditions and new changes to both of them;
- 6) you do not attempt removal yourself whilst we are operating on your service; and / or
- 7) you continue to co-operate with us fully during your service with us.

30.3 If any of the Conditions made in Condition 30.2 in Section 2A fail to be adhered to, you won't be eligible for our services and may result in the withdrawal of our facilities until you are eligible.

## 31 Alternative Involvement

Summary: where you involve another third-party whilst we're operating, these Conditions apply.

31.1 If you involve another third-party (e.g. another specialist firm, solicitor, lawyer) within the same case of which we're operating within, we will be forced to:

- 1) freeze your service;
- 2) withdraw all our operations; and
- 3) suspend your service.

The above actions will remain in place until the third-party has ended operating within your case. If you request a refund where this has occurred, we won't supply a refund of any value, including partial or full.

31.2 We won't terminate your service if this Condition is breached, unless it is reasonably expected that the third-party will operate your service in full until the obligations, that're the same as ours, are fulfilled.

In the case we do terminate a service due to this, the same refund instance as mentioned in Condition 31.1 in Section 2A will apply.

## 32 Fraud Prevention

Summary: learn how the information we share to fraud prevention agencies.

32.1 Not at any point during and / or after your service with us will we share information with Fraud Prevention Agencies, nor will we make any records on any Fraud Prevention Databases.

32.2 Whereby you do commit, or attempt to commit, fraud against us, we may inform the Fraud Prevention Agency, the Financial Ombudsman Service (FOS) and / or the recording financial institution of your committed / attempted fraud which may make the fraud record non-removable.

# Section 2B – Operations Important Informing (Servicing)

## Section 2B.1: Operations Terms and Conditions

### 1 Introduction

These Conditions apply to all operations no matter which type of service you have chosen. Where relevant, Specific Conditions may also apply to your chosen service. The Specific Conditions are provided to you when you obtain your service within the Specialist Operations Document. If a Specific Condition differs from these Conditions, that Specific Conditions is the one that applies.

### 2 Where operations apply

- 2.1 Summary: our operations apply in every service and these Conditions apply to the application of our operations.
- 2.2 We supply our operations to fulfil our obligations and are a main key part of every service with us. If you do not agree with the use of our operations, you are free to cancel your service, but we may not refund you.
- 2.3 Our operations are the processes, procedures and experienced methods and strategies that all flow into one piece to fulfil our obligations, and to free your finances from unlawful fraud markers. You agree to usage of our operations, regardless of its context or being, by obtaining and / or using our services and / or products.

### 3 Where our operations are implemented

- 3.1 Summary: we implement our operations in the areas they are required, and these Conditions govern their implementation.
- 3.2 Our operations are implemented where and when they are required and may be required at any time during your service with us. In some cases, most operations may be implemented at commencement. In other cases, some operations such as IPS operations won't be implemented, unless they are needed.
- 3.3 You understand by obtaining and / or using our services and / or our products, that we may implement any operation any time, on any basis.

### 4 Payments for our operations

- 4.1 Summary: additional funding and / or payments may be required for certain processes, and these Conditions apply in these cases.
- 4.2 We may at times require additional funding to implement certain funded operations (operations that we need to pay for). In these cases, it is of paramount importance that you co-operate in line

with Condition 6.1 in Section 2A. Whereby you don't co-operate in supplying the funding required, we will act in line with Condition 6.2 in Section 2A.

- 4.3 Funded operations are always a requirement whereby we advise you of them, unless stated otherwise, and choosing not to proceed with it will have negative implications for your case. If you and we choose to proceed without, we will remove your Money-Back Guarantee and if the service fails and we're unable to fulfil our obligation, you won't be eligible for a refund on a partial or a full basis.
- 4.4 Whereby you do not proceed with a funded operation where recommended, we accept no responsibility for the fraud marker becoming non-removable from that point forward. If this does become the case, we will inform you and we will inform you as to what we can do to assist in further removing it for you.

### 5 Unused additional funding

Summary: we may be paid for operations we do not pursue, and these Conditions apply.

- 5.1 At times, we may request for additional funding whereby it turns out we did not require to complete the additional operation, or where we didn't use all the funding you supplied. In these cases, you are eligible for a refund to that of the value of the remaining value, which may be full or a remainder, minus any fees for operational implementation.

The refund will be supplied to the original method of payment, in the same coin, in line with Condition 6 in Section 2A.

- 5.2 In areas of uncertainty (e.g. being uncertain as to whether an operation is required), we may retain the funding supplied in case the operation we hold reason to believe may be required does in fact become a requirement in your case.

- 5.3 A refund issued for additional funding paid does not entitle you to a full refund for your entire servicing cost. For more information, refer to Condition 12 in Section 2A.

### 6 Abuse to our operations

- 6.1 Summary: if there is abuse to our operations, then these Conditions apply.
- 6.2 If you, or another service holder, abuses our operations in any way, shape or form, we will;

- 1) suspend your service;
- 2) review and investigate the abuse;
- 3) make a decision based on risk alignment; and
- 4) terminate or unsuspend the service.

Where we terminate a service for the abuse of our operations, including but not limited to; processes, policies and / or procedure, you will not be eligible for a refund, and we will not refund you any fees.

- 6.3 If the abuse poses a significant risk to that of law enforcement or politician involvement, we may inform the authorities and may supply your personal information as well as evidence of the abuse.
- 6.4 We made to investigate the abuse further; of which case you'd need to adhere to Conditions 6 and 10 of Section 2A. Failure to adhere will immediately result in a termination of your service whereby the Condition 6.2 in Section 2B applies.
- 6.5 If you can supply information, reasoning and / or evidence as to why the abuse occurred, we may unsuspend your service. In this case, your service and its operations will continue as normal.

## 7 Information on our operations

Summary: we can supply you limited information on our operations and these Conditions apply.

- 7.1 Where you require to learn more information regarding our operations, we can only supply you limited information.
- 7.2 Should you require information with relevance to our operations, please contact your specialist directly. They will inform you as to the information we are able to share.
- 7.3 Where we believe requests for information regarding our operations arise from a competitor, we won't supply any information and further communications with relevance to the same will be noted and not responded to. This does not mean that if you have a service, we won't respond to you.

## 8 Requests for a refund

- 8.1 Summary: this section explains how we review and respond to requests for a refund relating to our operations.
- 8.2 If you make a request for a refund then, within 10 Working Days of the date we receive that request (or, if we ask for more information), within 10 Working Days of the date we receive that information, we will either:
- a) refund the payment in full or;
  - b) tell you the reasons why we do not agree to the request for a refund.

- 8.3 You are not entitled to a refund under Condition 8.2 of Section 2B.1 where:
- 1) you (or someone authorised by you) have given us consent not to refund you; or
  - 2) if applicable, we (or the person you've authorised) have given you information on the due date of that payment.

## 9 Payments for operations

- 9.1 Summary: when paying for our operations, these Conditions apply.
- 9.2 Payments made for our operations, either initial or additional, are to be paid via Cryptocurrencies using Stable Coins. If you hold issues in paying for our operations in such a way, you are free to refuse our services and look elsewhere for assistance.
- 9.3 Refunds issued for our operations, either initial or additional, are to be issued via Cryptocurrencies in Stable Coins.
- 9.4 Where we can offer an alternative payment method that better suits you, we'll let you know. The payment methods we use are unregulated, meaning they aren't regulated by the Financial Conduct Authority (FCA).

## 10 Guaranteed timescales

Summary: we sometimes offer an expected and guaranteed timescale for some operations. These Conditions apply in these cases.

- 10.1 Guaranteed timescales are still only expected timescales for removal. They are expected timescales as we are not the financial institution in question, and it is impossible to guarantee the removal of a fraud marker, let alone guarantee when it will be removed.
- 10.2 Where you've paid an additional amount for a guaranteed timescale that is faster than eight weeks and we've been unable to fulfil our obligations within that timescale, you will be eligible for a refund for the additional cost of the guaranteed timescale (sometimes referred to as the 'faster process') and your service will be downgraded to the next fastest service. Your service will then continue within the downgraded service until we fulfil our obligations.
- 10.3 If we're unable to fulfil our obligations (i.e. remove the fraud marker) within the guaranteed timescale, it does not entitle you to a full refund. Condition 12.5 in Section 2A applies for full refund issuance and / or eligibility criteria.
- 10.4 Where you are dissatisfied due to being unable to complete our obligations within the guaranteed timescale, please refer to Condition 25 in Section 2A.

## 11 Withdrawal of operations

Summary: we may deem it necessary to withdraw our operations and these Conditions apply.

- 11.1 We may deem it necessary, at any point, to withdraw our operations within your service. We may do so for any reason, including if we need more time to prepare for the next operation.
- 11.2 Where we withdraw our operations, we will inform you that we've done so and will let you know the reason as to why we've done so. We will, however, be unable to go into detail as to why we've made the decision to withdraw our operation(s) within your service.
- 11.3 If you disagree or are unhappy that we've withdrawn our operation(s), you can cancel your service at any time, though you won't be eligible for a refund.

We understand that operation withdrawal can be confusing and frustration, so if you feel this way, you can make use of Condition 25 in Section 2A.

- 11.4 Dependant on the reason behind the withdrawal, we may need to ask for further information from you and where this is the case, you must adhere to Conditions 6 and 10 in Section 2A. Failure to adhere may result in a termination of your service whereby a refund won't be supplied, either partial or full.
- 11.5 In cases where we don't require further information from you, we will let you know our decision and / or will have the operation(s) implemented once again as soon as possible.
- 11.6 You cannot pay us to re-implement our operations after they've been withdrawn. If they are going to be re-implemented, we'll do so as soon as we can.

## 12 Operation types

Summary: this section supplies more information on our operation types.

- 12.1 Some operations consist of operations revolving around strategic planning (planning your case in terms of wording, documentation, communication methods, the basis for removal). Others consist mainly of the operative works implemented to supply the information to the financial institution, response methods, and plan of actioning in case of rejections in responses.
- 12.2 Other alternative operations include operations that help speed up the process of gaining a response and gaining responses from financial institutions in gestures of good-will instead of responsibility-acceptance, and the further implementation of operations to ensure compensation can still be pursued, even if the financial institution chooses to not accept responsibility.
- 12.3 Some operations are funded operations that operate with backend teams of financial institutions

to remove the wait times of handling cases with frontend customer services and the subsequent removal of chains between frontend and backend teams as well as Global Fraud Units (GFU's).

## 13 Operation availability

Summary: this section explains how readily available our operations are.

- 13.1 Most operations are available on an 'instant-use' basis, however some operations we may need to wait to use. Operations that have wait times are mostly operations that require no further funding but aim to have a response issued quicker. The reasons behind there being wait times behind these operations is because of the processes, procedures and overall operations that are involved in pursuing such an operation.
  - 13.2 Where operations aren't available that are required, we use partially funded processes that are funded from the payment(s) you make at the start of your service with us.
- ## 14 Client care operations
- Summary: our client care processes are additional operations. This section supplies more information.
- 14.1 Client operations consist of keeping track of active cases, making notes of new updates, the supplience of the update to the client, monitoring client requests for updates via our form and the implementation of risk management in ensuring clients adhere to our client care policy and the Conditions therein.
  - 14.2 These operations are free but must be constantly monitored for risks associated with inconsistency, delays in responding to requests and failing to gain new updates from financial institutions.

## 15 Eligibility of operations

Summary: some cases are ineligible for some operations and we're informing you of who and why.

- 15.1 The cases that are ineligible for some operations are:
  - 1) cases whereby avenues of complaints have already been exhausted;
  - 2) cases whereby a complaint final response letter (FRL) has already been referred to the Fraud Prevention Agency and / or the Financial Ombudsman Service (FOS); and / or
  - 3) cases whereby the case simply doesn't expect to benefit from the usage of an operation.
- 15.2 Where your case is a case of which is ineligible for certain operations, your specialist will inform you of which operations it is ineligible for and the workaround for the ineligibility.

## 16 Third-party involvement

- 16.1 Summary: whereby you involve a third party(s) where our operations are present, these Conditions apply.
- 16.2 Due to the severity of the problems caused by involving more than one third-party, if this does occur, we'll be forced to:
- 1) withdraw our operations;
  - 2) temporarily suspend your service and notify you via email and / or text message; and
  - 3) resume (unsuspend) your service once the secondary third-party has been removed.
- 16.3 If it is reasonably expected that the third-party won't be removed, we will terminate your service. Where we have to do so, you won't be eligible for a refund for any fees already paid.
- 17 Evidence of operations**  
Summary: we can supply evidence in some operations, and we'll explain more in this section.
- 17.1 Where you request evidence of operational conduct, completion and / or process, your specialist will advise whether we can supply you with what you request.
- 17.2 In most cases, we can supply you with evidence showing the removal of internal fraud data supplied by backend teams of financial institutions. Where this isn't possible, we are able to show you the documentation we've submitted on your behalf and the correspondence between us and the institution.
- 17.3 We sometimes are unable to supply evidence at all and where this is the case, your specialist will inform you as to why. Most of the times, this is because it can be considered as "tipping-off", a crime under the Proceeds of Crime Act 2002.
- 18 Your involvement**  
Summary: we may need your involvement within some operations.
- 18.1 Where we require your involvement, your specialist will let you know what to do and will supply you with documentation supplying you with guidance and / or advice.
- 18.2 We may require your involvement in the event the financial institution stops responding to us, or if it'd be beneficial to your case if you were to fulfil some steps on a 'first-party-basis'. Benefits can be faster response times, higher compensation and more opportunities to supply more information.
- 18.3 When pursuing our operations for and on behalf of you as your third-party representation, we will, more than likely, not require your involvement. However, in some cases, the benefits are expected, and we may require your involvement as a result. As the customer to the financial institution, you have more rights than we do as your representation.
- 18.4 We won't ever request your involvement if there are no benefits expected and / or without supplying you with 24/7 advice and guidance and / or documentation with guidance included within it.
- 18.5 Guidance and advice with your involvement will always be completed via a communication method with faster response times, and your specialist will inform you of which option would suit best.
- 18.6 Your specialist may request access to your email address that is registered with the financial institution. If they do this, you can supply direct access or if you feel discomforted, you are able to request that they supply you the information and / or documentation to send with advice and / or guidance, though enabling direct access would be the fastest and most efficient in every case type.
- 19 Instruction**  
Summary: specialists do not act from your instruction and this section supplies more information.
- 19.1 We act from our knowledge, experience and ability within the field to instruct the relevant operations and we do not act from your instruction, though we do expressly respect your wishes.
- 19.2 By using our services and our operations, it is us that must make the decisions when and where these are implemented, even if it may seem like things are taking a long time. In this practice, good work takes time, and if it's less time you'll spend within the situation you approached us with, it will be worth it.
- 19.3 Wrong implementation of operations can cause significant implications, and can deliver less power in our challenge, which may lead to rejections. To avoid this, we do not act from our clients' wishes, but from our knowledge, experience and ability instead.
- 19.4 Whereby you fund additional, faster operations, we are able to adhere to your wishes far better than on a Standard service, though we still cannot act from your instruction.
- 20 Recommendations**  
Summary: you can recommend to us, and we'll consider it. This section explains more.
- 20.1 Where you have a recommendation, you are able to inform your specialist, and we'll happily consider it where possible. If it's a good recommendation that we believe could benefit your case, we'll implement it as stated.
- 20.2 If you'd be happy for us to implement your own recommendation as a tester within your service, we will implement it to see if it will operate in the way of which you think. This will not impact your

service, its operations and / or succession likelihood.

20.3 Whereby the recommendation does not relate to operations, you can supply it to us by email instead by emailing us at **contact@advicifas.org**.

## Section 2B.2: Fair fees policy

We want to be open and fair how we charge you for using our services. To help us do this, we work to the following principles:

- If you are in an emergency circumstance, we'll always try to supply you with a discount that works for both you, and us. We won't charge you full price where possible, and we'll always prioritise your needs in assisting you to become financially free.
- Where instalment payment interest fees are too much for you, we will refer them to our finance team who will try to write-off as much as we can off them.
- For additional payments relevant to operation funding payments, we never charge a fee whereby we can profit from it. We will always only charge what we need to fund the relevant operations.
- We can the interest we charge on interest payments dependant on your service to a reasonable charge, and we will never charge an unrealistic value that we know you'll struggle to pay for own benefit.
- We offer a range of free products and services designed to assist you, without the need to pay any fees. More information on this is available on our website.
- We allow you time to manage your instalment payments so, if you should use an instalment plan, you will have until the date we've agreed to make this payment, unless we request it earlier, of which we'll still supply you with more time, if needed, to gather the funding requirement.
- We will always be willing to discuss your financial situation and to help find appropriate ways of dealing with any financial difficulties you may have during your service with us.
- If you have any questions or would like more information, please email us at **contact@advicifas.org** and we'll be happy to help you. If you find yourself facing financial difficulty, you should talk to us.

Note: You should always ensure you can pay your instalments on time or contact us if you can't.

# Section 3 – Confidentiality and Data Minimisation

## Section 3: Confidentiality Terms and Conditions

### 1 Introduction

We note that by being the victim of a scam, it can be worrying to tell someone else what's happened, and that's why we promise to keep your information and data secure, safe and protected.

### 2 Where confidentiality applies

2.1 Summary: these Conditions apply to the confidentiality of your information and data.

2.2 Confidentiality applies within every operation, communication and / or action with us. We do not share your data with anyone not mentioned in our Data Protection Statement. We will only ever share data where it is required to fulfil our obligations and free your finances from unlawful fraud markers.

### 3 Where we minimise data

3.1 Summary: we may minimise your data to ensure its security to the maximum. These Conditions apply.

3.2 We may minimise data whereby we believe it may be at risk of un-noted third-party access. We do this to lose your data on purpose, so that those third parties cannot have access to it as we do not have it. This is a very secure way to keep your data and / or information secure.

3.3 You understand that we cannot guarantee the absolute confidentiality of your data at all times, but it will always be secure, safe and protected at 100% of all times.

### 4 Where authorities request your data

4.1 Summary: authorities may request your data, and these Conditions apply in the event they do.

4.2 Unfortunately, in such a case, we will have to supply your data as we'll be committed a crime if we don't and if this unlikely event ever did occur, we'd inform you at least 14 working days beforehand to enable you to make arrangements for their involvement.

4.3 In such cases, we will assist you in finding a solicitor to assist in receiving a disclosure as well as legal counsel prior to their involvement.

### 5 Where we require information from you

Summary: we may require further information from you at time. Where we do, these Conditions apply.

5.2 We will always notify you of the reason as to why we require further information from you where possible, however there are some basis's where we cannot tell you the reason as to why (e.g. our own internal investigation). If this is the case, we will need you to supply the information we request.

5.3 Where we require further information and you fail to co-operate by failing to supply the information we request, we will be forced to:

- 1) suspend your service;
- 2) await the information being submitted to us;

If the information is not received, we will:

- 1) terminate your service;

If the information is received, we will:

- 2) review and investigate why you failed to co-operate; and
- 3) terminate or unsuspend your service.

Where we are required to terminate your service, you will not be able to obtain a refund. For further information, read Condition 11 in Section 2A.

### 6 To help keep your data safe

6.1 To assist in keeping your data safe, there are several things you can do to assist. You can:

- supply us with the relevant information when and where we request it;
- refrain from delaying data submission as much as possible;
- delete emails and other communications you have with us once it's sent / received / viewed; and
- refrain from saving your data to your own devices

It is just as important that you keep your own data safe as it is important for us to keep your data safe.

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ADVICIFAS is able to provide literature in alternative formats. The formats available are: large print, Braille and auto CD. If you would like to register to receive correspondence in an alternative format please email us at **[contact@advicifas.org](mailto:contact@advicifas.org)** for more information, or give us a call.

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