

# General Terms and Conditions and Important Information Packages and operations (Including Standard and Premium packages).

This document includes:

- **PART 1:** Our Terms of Business and Data Protection Statement
- **PART 2:** General Terms and Conditions (applicable to all packages)
  - Package Terms and Conditions
  - Operatives including Standard and Premium Operatives Terms and Conditions
- **PART 3:** Confidentiality and Data Minimisation

Please read and keep for future reference

Effective from 19 August 2025

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# OUR TERMS OF BUSINESS AND DATA PROTECTION STATEMENT

## SECTION 1A – Our Terms of Business

### Non-advised

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

#### **Put simply**

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

### Regulated

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

#### **Put simply**

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

### Confidentiality

We treat any information you give us with confidentiality. On joint packages 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 packages 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.

#### **Put simply**

*The information you give us is treated with confidentiality, in line with data protection legislation.*

### Credit and other checks

We don't perform checks with Credit Reference Agencies and/or Fraud Prevention Agencies. All our Know-Your-Customer ("KYC") Verification and Client-Screening processes are completed internally, without external information, using the information you provide to us. The information you provide to us must therefore be honest and accurate.

#### **Put simply**

*We don't perform checks with Credit Reference Agencies and/or Fraud Prevention Agencies. Our KYC and Client-Screening is performed internally. The information you provide to us must therefore be honest and accurate.*

### 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 [contact@advicifas.org](mailto:contact@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 package, operations, or our Client Portal if you're registered for it. We'll collect most of this directly during onboarding you as a client. 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, Browser, MAC address);
- Family, lifestyle, or social circumstances if relevant to the product or service (e.g. mental health); and
- 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 enquiry, onboarding, and fulfil our obligations (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 purposes, risk management, to protect the security of our 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 experience with us 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 package, operation, or advice:
  - 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 package 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 experience with us;
  - 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 experience with us.
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 fulfil our obligations;
- recording institutions whereby we require to share data;
- sub-contractors and other persons who help us provide our products and/or services;
- 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 package e.g. joint clients and other people named;

- 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.

### **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 authority. 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 be remain safe, secure, and protected. We utilise robust systems with firewalls to protect your data, disabling connectivity to any IP address not a situated home-based UK IP address. 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, fraud prevention agencies, and law enforcement agencies.

### **Your marketing preferences**

We'll use your home address, phone numbers, email address(es) and social media (e.g. WhatsApp, Instagram 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 packages

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 packages in a child's name of the same type, or limits on operations or upgrades, you understand that we may need to refuse further enquiries/operations/upgrades and as such, we may need to tell the person making any such requests 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 the 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 enquiry 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 package, operation, or advisory 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:

- report the matter to law enforcement if the risk you have posed is significant enough to warrant enforcement action.

### 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 involved in your package which triggers events such as package suspension and automated operative reviews to

determine/re-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 **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 at [contact@advicifas.org](mailto:contact@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 packages. If any Condition(s) in 2B to 3 differ from those in 2A then the relevant Condition in 2B to 3 applies;
- 2B applies to operations; and
- 3 applies to confidentiality (including information).

In addition, Specific Conditions may also apply to your package, and these will be set out in a separate document (called a Specific Packages Document) which can be provided to you upon onboarding with us for a package. 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 Specific Packages Document (or any document that replaces the Specific Packages Document), and the Risk Management Terms and Conditions, make up your agreement with us.

Packages may also have a Fee Information Document which contains some of the fees and charges that apply to your package. There may be other applicable fees and charges which are set out in these General Terms and Conditions and the Specific Packages 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 Specific Packages Document, and the Fee Information Document at any time by contacting us or by visiting our website at [advicifas.org](http://advicifas.org).

To help you understand what some of the operations within your package 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 packages)

## 1 Meaning of words

Our packages are categorised into two types: 'Standard' and 'Premium'. Generally, a package will be a Standard package unless you request or upgrade to a Premium package. A Standard package may apply where a client has supporting evidence that can substantiate claims of victimisation. A Premium package may apply where a client has exhausted at least one avenue for challenging their CIFAS or other marker.

'We'/'Us'/'Our' means ADVICIFAS (ADVICI LTD t/a ADVICIFAS).

'Package Holder' means you, the client who holds a package with us.

'Personal Security Details' means any details or security process that we may ask you to use to confirm your identity or authorise certain operative conduct.

'Operation' means the process, procedure, policy, and/or operative that we or you action and/or pursue to achieve the desired outcome and/or fulfil this contract.

'IPO' means Internalised Processing Operation; an operation we may pursue to facilitate the removal and/or revocation of internalised data with the institution(s). This operation may only be accessible in a

Premium package, unless informed to you separately by your specialist.

'Termination' refers to the typically permanent cancellation of a package, operation, and/or product, which may occur due to a breach of these Conditions, as a Risk Management decision, and/or as a joint decision between us and you.

'Falsified information' means the purposeful provision of inaccurate or dishonest information to fraudulently obtain a package, operation, and/or product.

'Inaccurate information' means any information provided to us that is untrue, inconsistent with information previously provided, or inconsistent with information received from a third party (including a recording institution) and which we reasonably believe to reflect dishonesty, error, or deliberate omission. For the avoidance of doubt, one or more mutually inconsistent accounts of the same material fact, provided at different points in time, constitute a reasonable basis for a finding of inaccuracy under this definition.

'Continuation Guarantee' means our commitment, following an unfavourable challenge outcome, to continue operating on your case without further charge until resolution is reached (whether by success or exhaustion), subject to these Conditions.

'Material non-cooperation' means failure to provide information, evidence, or assistance that we or the recording institution have specifically requested, and which is, in our reasonable assessment, necessary to progress your case. This includes, without limitation: withholding evidential material, providing mutually inconsistent accounts of material facts, refusing to engage with an institution-specific request, and failing to sign or approve documentation required for submission.

'Exhaustion' means the completion of all available avenues for challenging a marker, resulting in unsuccessful outcomes at every stage.

'Working Day' means any day other than a Saturday, Sunday, or public holiday in England and Wales.

## 2 To qualify for a package

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

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 package to remain operational. You must not use your personal package for business purposes or reasons. A business package can be obtained separately, even if not publicly advertised.

2.2 You must provide us with any evidence we require to be satisfied of your identity. Details of identity requirements can be located during registration for the Client Portal, on our website at [advicifas.org](http://advicifas.org), or by asking your specialist directly.

2.3 You must provide us with accurate, honest, and truthful information only. Inaccurate, falsified, or otherwise untrue information is handled in accordance with Condition 4 and Risk Management. This may result in the termination of your package without a refund.

2.4 A record must have been made against your personal information on a Fraud Prevention Database ("FDP") or on your credit file. You can access your credit file free as a statutory right with Experian, Equifax, and TransUnion.

2.5 As with our packages being diverse in their use-case, you must either:

- Be the unwitting victim of a fraud, scam, or financial crime. For CIFAS, SIRA, and National Hunter markers, this will apply. Any cases pertaining to witting or complicit involvement will be rejected.
- Or be able to provide negating events resulting in any of the following being recorded: default, late payment marker, or CCJ. For any form of credit marker, this will apply. Any cases where a credit marker has been recorded by result of your own action or inaction will be rejected.

2.6 Packages obtained by provision of inaccurate, falsified, or otherwise untrue information that you may not have otherwise been entitled to had the accurate, honest, and true information been provided at onboarding will be terminated without a refund.

## 3 Joint packages

Summary: the Conditions below apply if you hold a package jointly with others.

3.1 Some of our packages cannot be held in joint names or there may be restrictions on the number of Package Holders. Discuss this with your specialist directly.

3.2 If you have a package that can be held jointly:

- You are both responsible (individually and together) for any money you owe us;
- Each of you can utilise the operations within the package on your own, without the other's approval (this excludes instructions to cancel the package), except in the case of IPO where we have given you the option to run the package on an 'all to sign' or 'more than one signature' basis and you have taken this option up; and
- You are both responsible for the accuracy and truthfulness of the information provided within your package at any time.

3.3 There are certain operational processes that cannot be used jointly (such as submitting a Data Subject Access Request). If you agreed that the package should be 'all to sign' when onboarding, none of you will be able to have

these operational processes other than on a 'be told only' basis.

- 3.4 The right of each of you to use a package on your own is conditional on us not receiving a notice of dispute between you. If one of you tells us of a dispute:
- any instructions will need the agreement of both of you;
  - we can suspend some or all operations within your package;
  - we can ask you to pay any remaining instalment payments (even if they aren't yet due); and
  - you remain responsible to us individually and together.
- 3.5 We will only transfer the package into the sole name of one of you if all Package Holders agree, all remaining payments are made, and we are satisfied that you have minimal risk in running the package alone.
- 3.6 If one of you dies, the package belongs to the remaining Package Holder. We may share information about the package with the deceased's personal representatives. If there is no Package Holder who survives, we will pause the package; meaning all operations no further works will be completed.
- 3.7 Inter-servicing communications are provided to one party only, which is typically the key party within the package. If both Package Holders wish to receive these communications, a request can be made to your specialist, but it is at the specialist's discretion as to whether both Package Holders are communicated with.
- 3.8 A single Final Response Letter ("FRL") is typically issued from any institution to both Package Holders. At most, a request can be made to the institution to address one FRL to both of you or to issue separate FRLs. There is no guarantee of acceptance by any institution.

#### 4 Data integrity and analysis

Summary: this section explains how we verify the authenticity of the information you provide to us.

- 4.1 We typically verify the authenticity on an internal basis using different pieces of information, or by asking you a set of questions.
- 4.2 In both Standard and Premium packages, we may verify the authenticity of the information you provide via analysis of stereotypical behaviours of victims of frauds, scams, or financial crimes. This may also include your records with the institution and from any FRL that the institution may supply in response to communications we or you submit to them. Where an institution provides a response and we identify an inconsistency, or the institution's response indicates something we may not know, we may:
- review the information they provide in comparison to what you've told us;
  - ask you for further information or implement data analysis to verify and authenticate risk viability; and
  - make a decision on whether the data you've provided 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. However, if the data is found to be inaccurate, falsified, untrue, or shows any inconsistencies, we may:

1. suspend the package (including any Client Portal access);
2. request further information from you to gain a clearer picture;
3. review and investigate whether the information was true or untrue, and either:
  - a) if we find the information was accurate, honest, and true, reinstate the package without further action; or
  - b) if we find the information was inaccurate, falsified, or otherwise untrue, and consider this a material breach, terminate the package in its entirety.

Where we terminate a package for the provision of information that contrasts materially with what you initially told us, or for inaccurate, falsified, or otherwise untrue information, you won't be eligible for a refund for any fees you've paid, including on a partial and/or full refund basis.

support we can put in place for you;  
or

- b) if the behaviour poses risk to our business, operations, other cases, interests, or poses material unfairness to other clients, terminate the package in its entirety.

4.3 We may use the information you provide to us on a consistent basis to verify its authenticity over the entire duration of your package with us. We may require you to provide the same information on numerous occasions, whereby consistency would prove accurate, honest, or true information, or, in contrast, its absence would indicate inaccurate, falsified, or otherwise untrue information. These requests must be made on a reasonable basis and not with the purpose of fishing for a breach, unless your specialist already has reasonable grounds to suspect the information may be inaccurate, falsified, or untrue.

Where we terminate a package for behaviour that poses risk to our business, operations, other cases, interests, or poses material unfairness to other clients, you won't be eligible for a refund for any fees you've paid, on either a partial or full basis.

4.4 For the avoidance of doubt, 'inaccurate information' includes any situation where material facts are described to us inconsistently across occasions, whether in writing, verbally, or in any other form. Two or more mutually inconsistent accounts of the same material fact constitute a reasonable basis for our assessment of inaccuracy under this Condition.

5.2 Updates during Standard packages are typically provided directly to you by the institution, unless your specialist is handling the case on your behalf. In Premium packages, or if your specialist is handling the case on your behalf, we provide updates on the basis they are received. It is not possible to provide updates where there is no update to be provided. If no update has been provided to you by your specialist for a period of more than 4 days, you may request an update (see Condition 5.3).

5.3 To request an update, you must use the 'Request an update' function within your Client Portal. Head to the 'Updates' page, press 'Request an update', fill out your request, and submit it. You can expect a response in your portal within 48 hours of your submission, calculated from the following Working Day. You can request one update via this function per week. If no response is received, you can contact your specialist directly or email [contact@advicifas.org](mailto:contact@advicifas.org).

## 5 Client care and consistency

Summary: this section explains how we carry out our client care services and aid in being consistent and fair to all clients.

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 may:

- suspend the package (including any Client Portal access);
- review the behaviours, risks, any unfairness posed to our business, operations, or other clients; and either:
  - a) if the behaviour poses minimal risk and unfairness, unsuspend the package and review what further

5.4 Abuse to any colleague, including but not limited to those providing client care services, is not permitted. Any form of abuse will result in the immediate termination of your package with us. In such a case, no refund will be provided, on either a partial or full basis.

## 6 Cooperative requirements

Summary: to provide an efficient and fulfilling package, you must cooperate in full, and these Conditions apply.

6.1	<p>We require full cooperation during any step of any package, operation, and/or product we provide. This includes but is not limited to:</p> <ul style="list-style-type: none"> <li>○ providing, without issue, any information and/or data we request (e.g. explanations, evidence, documentation);</li> <li>○ providing any evidential material specifically requested by the recording institution and/or by your specialist, within a reasonable time of that request being communicated to you;</li> <li>○ communication to and/or from an institution under our advice and/or assistance;</li> <li>○ adherence to our policies, terms, procedures, and operations;</li> <li>○ considering different avenues for any recognised pathway to a quicker or more reliable outcome, even if it includes additional fees being required; and</li> <li>○ signing and/or generating documentation required to fulfil our obligations.</li> </ul>	<p>constitutes material non-cooperation for the purposes of this Condition.</p>
6.2	<p>Where we are unable to gain your full cooperation, you understand that we may be forced to:</p> <ul style="list-style-type: none"> <li>○ suspend your package (including any Client Portal access);</li> <li>○ review and investigate risk and materiality posed by the non-cooperation;</li> <li>○ decide whether the risk posed by the non-cooperation is material; and either: <ul style="list-style-type: none"> <li>a) if the non-cooperation does not pose risk and/or is not material, reinstate the package; or</li> <li>b) if the non-cooperation does pose risk and/or is material, terminate the package in its entirety.</li> </ul> </li> </ul> <p>Where we terminate a package due to risk caused by, or a material, non-cooperation, you won't be eligible for a refund on either a partial or full basis. For the avoidance of doubt, declining to provide evidential material you have confirmed you have that has been requested by the recording institution, including but not limited to evidential chat records, correspondence, identity verification, or documentary evidence relating to the circumstances giving rise to the marker,</p>	<p>6.3 Cooperation is extremely important during any step as it ensures that we can promptly complete an operation without delays. Such delays can impact more than just your case and can, depending on the non-cooperation, be unfair to other clients.</p> <p>6.4 Where a specialist, or any other colleague, reasonably believes you are deliberately failing to cooperate to avoid the discovery of inaccurate, falsified, or otherwise untrue information, we may suspend your package whilst we investigate the concerns at hand. If it is found that this is the case, we will act in accordance with Condition 6.2 of Section 2A.</p> <p><b>7 Authoritative representation</b></p> <p>Summary: where we represent you as a third party appointed under the UK GDPR and/or Data Protection Act 2018, these Conditions apply.</p> <p>7.1 At any and all times, you must ensure that your authorisation for us to act on your behalf remains consistent, implemented, and not withdrawn and/or cancelled with the institution.</p> <p>7.2 Where you withdraw 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.</p> <p>7.3 Unless otherwise stated by your specialist, you must not contact the institution for any reason whilst we are operating on your case, unless we request you do so, as doing so can undermine your specialist's representation. If you do contact the institution, and receive a negative outcome, you won't be eligible for a refund on either a partial or full basis.</p> <p>7.4 If an institution contacts you to seek a handwritten signature or further authorisation, you must fulfil their request. Where you do not, we may not be able to act for you without the relevant authorisation being in place, and</p>

any consequential negative outcome will not entitle you to a refund.

continue to operate as if your notification was never received.

## **8 Communications and third-party disclosure**

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

- 8.1 Where we communicate with an institution on your behalf (representation), we use the information you have provided to us in our own strategically planned version of wording (e.g. limitations on sensitive areas). If you don't agree with the wording used, you must let your specialist know prior to submission. Your specialist will provide you with the documentation as written and await your approval prior to its submission. If you approve the document, and then later request changes, you acknowledge and understand that your specialist will not be able to undo any submission and will not be able to make any changes at that stage.
- 8.2 Communications from your specialist will be sent to the institution with your registered email address Carbon Copied ("CC'd"). If this is not possible, your specialist must let you know why, unless there is a valid reason for not doing so.
- 8.3 You understand that to facilitate our operations and fulfil our obligations, we must provide the institution with the information you have provided to us. Without this, we won't be able to complete our obligations.
- 8.4 You understand that to facilitate communications, your specialist may decide to communicate with you via various forms of communication. If your specialist requests that you communicate via one method, you must cooperate. If you do not, we may act in accordance with Condition 6.2 of Section 2A.
- 8.5 Where a third-party disclosure is an issue (providing the information you've provided to us to the institution), you must notify your specialist prior to its submission of any of this information. If you fail to notify your specialist prior to submission, your specialist may

- 8.6 If our communications to you aren't being received or responded to, we may suspend your package until our messages are either received or responded to. The period for a suspended in this case may last indefinitely if you do not respond. It should be expected that your specialist should wait a period of one working week prior to taking such action. The package should be reinstated within a reasonable time if you do respond, unless there has been an impact on the package, operations involved in the package, or an unfavourable outcome caused by any such lack of response from you.

- 8.7 We will act in accordance with our Data Protection Statement in every instance possible. However, this may not always be possible when fulfilling our obligations as we may need to share further information with the institution (e.g. your date of birth) to support the case we've submitted. You will be notified if this is the case, prior to any such submission.

## **9 Strategic planning and information**

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

- 9.1 After we strategically plan your challenge, your specialist will send you any documentation produced. It is at this point you must notify your specialist if you wish for any changes to be made. If you notify your specialist after providing approval of the documentation, your specialist may not be able to make the changes you request as the documentation may have already been submitted. They can, however, still respond to your queries at this point.
- 9.2 If you request an alteration that pertains to a change in your version of events, we may ask you why this is and, dependent on any such response received or any risk posed, we may need to act in accordance with Condition 4.2 of Section 2A.

- 9.3 Strategic planning may show a likelihood of removal being higher with a differentiated version of events (e.g. limiting information in a sensitive area). Where this is the case, your specialist may use an alternative strategy in the placement of the information you provide.
- 9.4 Your specialist may require additional time to strategically plan your case. Where this is the required, your specialist should let you know at the earliest opportunity, or after you request an update.
- 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 information and/or data from you at any time for any reason, and you must cooperate in full and fulfil our requests without issue. If issue does arise, it may result in the instance being handled in accordance with Condition 6.2 of Section 2A.
- 10.2 The information we may request may not seem relevant in fulfilling our obligations and delivering the contract. Any request we issue to you, even if it's information you've already provided, must be submitted to us in a swift manner, in accordance with any such request.
- 10.3 Information requests are submitted to in your Client Portal. You receive automated email notifications when an information request is sent to you. The system does not permit the disabling of these notifications. You therefore agree that you are happy to receive these notifications in retrospect of any notification received on an automated basis via the Client Portal, and via email.
- 11 Payments**
- Summary: these Conditions apply to payments paid to and from ADVICIFAS.
- 11.1 To make a payment to ADVICIFAS, you must use the 'Add Funding' function inside of your Client Portal. For help doing this, you can review the self-help guides on our website at [advicifas.org](http://advicifas.org) or ask your specialist. All payments made to ADVICIFAS using this function are secure and encrypted.
- 11.2 Where we agree instalment payments, we require you to make your payment consistently on the dates agreed. If there have been no dates provided, you must pay within the duration discussed with your specialist, which is typically the remaining payment within one month from the first payment.
- 11.3 We may request early payment of an instalment, and if we do, our early payment request overrides any earlier instalment agreement made. If you are unable to make early payment, you must notify your specialist upon the request being made.
- 11.4 Additional funding may be required in certain packages, including where you request specific additions (e.g. SIRA removal) or where additions are recommended by your specialist, such as operations that your specialist reasonably expects will make the outcome more likely to be successful. Any additional fees requested are solely to fulfil the processes, procedures, or obligations necessary to complete that request or recommendation, as agreed between you and your specialist. Additional funding requests are not compulsory. Where you are unable or unwilling to proceed with an additional funding request, your specialist should discuss alternative routes with you.
- 11.5 Refunds, where applicable under these Conditions, will be issued to you by bank transfer. If this is not possible, you must notify your specialist. A review of any alternative payment details will undergo a review to ensure we comply with Anti-Money Laundering regulations.
- 12 Continuation Guarantee**
- Summary: a Continuation Guarantee applies to all packages under these Conditions.
- 12.1 Any fees paid that do not constitute additional funding under Condition 11.4 of Section 2A are applied to the initial documentation and

guidance provided as part of your package. This covers:

- initial challenge documentation;
- steps to submit, who to submit to, and what enter as the email subject and body; and
- guidance provided as part of responding to the institution's questions as part of that challenge, and disallowed actions (actions you should avoid to maximise the likelihood of a successful outcome) provided to you.

Should the outcome of the initial challenge be anything unfavourable, then the Continuation Guarantee activates. Your specialist shall not stop operating on your case with you (or for you if acting on your behalf) until resolution is reached; whether by successful removal or exhaustion of all available routes, without charging any further fees, unless further fees are applicable under Condition 11.4 of Section 2A.

12.2 The Continuation Guarantee is not a Money-Back Guarantee. No refund of fees paid is due unless you do not receive either of the following:

- initial challenge documentation;
- steps to submit, who to submit to, and what enter as the email subject and body; or
- guidance provided as part of responding to the institution's questions as part of that challenge, and disallowed actions (actions you should avoid to maximise the likelihood of a successful outcome) provided to you.

In the event you do not receive one of the above within 7 working days of onboarding and purchasing a package, you are entitled to a full refund as per these Conditions.

12.3 The Continuation Guarantee does not activate, and no further obligation on us arises, where the package has been terminated due to material non-cooperation (Condition 6.2), inaccurate or falsified information (Condition 4.2), abuse (Condition 5.4), cancellation by you after the two-day

cooling-off period, or any other breach of these Conditions that has materially impacted our ability to operate on your case.

12.4 Where further fees are paid in accordance with Condition 11.4, this does not indicate that the Continuation Guarantee has not activated. Such fees are agreed separately between you and your specialist for additional purposes and are distinct from the initial fee and the guarantee itself.

### 13 Interest and fees

Summary: we do not charge interest nor additional fees on packages using instalment payments. These Conditions apply.

13.1 You won't pay interest on any instalment plan agreed between you and us.

13.2 You won't pay any additional fees for using instalment payments with us.

13.3 We won't charge you interest or any additional fees for using instalment payments at any stage of your package.

### 14 Changes to your package

Summary: this section explains that we can change the Conditions that apply to your package, the reasons why we can make changes, and how we will notify you about any changes.

14.1 We can change these Conditions and the Specific Conditions where the change is to:

- 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;
- make them clearer or more favourable to you; or
- reflect any other actual or reasonably expected change that affects us if it is reasonable for us to pass the impact of change on to you.

Any change we make will not be more than what is reasonably proportionate to the impact of the underlying change on us.

14.2 We will not change the fee you've paid during any period after package purchase.

## 15 If you are not happy with changes to your package

15.1 If you are unhappy with any change we make under Condition 14 other than a change that is to your advantage or is a non-material change, you are free to cancel your package.

15.2 Please note that if you make and inform us of a decision to cancel your package, you will not be eligible for a refund of either a partial and/or full value.

## 16 Cancellation and cancelling your package

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

16.1 By onboarding as a client and purchasing your package, you expressly request that we begin work on your package immediately. As the document(s), steps, and guidance are tailored to your specific case and circumstances, you acknowledge that work will commence during the statutory 14-day cancellation period and that you lose your right to cancel once work has begun. As such, refunds will not be available after onboarding and payment.

16.2 You or we may cancel your package at any time by giving the other notice without giving any reason. We may also cancel or suspend your package if it has been inactive for an unreasonable period. If we decide to do this, we'll give you at least 30 days' notice. If you are in significant breach of these Conditions, we may cancel your package on giving immediate notice or less than that specified in this Condition.

16.3 It is a condition that you do not:

- act abusively, offensively or violently towards our staff;
- become bankrupt;
- misuse your package;
- act dishonestly with us; or
- 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 package on giving you immediate notice than that specified in Condition 16.2 of Section 2A.

16.4 We may also cancel your package at any time without notice where we are aware that keeping your package ongoing would be unlawful or cause us to be in breach of any of our legal or regulatory requirements.

16.5 If you, or we, cancel your package, where you have paid money, we won't provide you with a refund of either a partial or full value. Where you have an active instalment plan, you must pay off all the money you owe. These Conditions continue until any money you owe us has been paid and our operations have been withdrawn.

## 17 Refund requests

Summary: this section explains how we review and respond to requests for a refund.

17.1 Where you request a refund, it will be responded to within 14 Working Days (or within 14 Working Days of the date we receive any further information we ask for). We will either refund any applicable amount or tell you the reason(s) why we do not agree to the request for a refund.

17.2 Where your refund request has been submitted solely on grounds of dissatisfaction, your refund request will be rejected. You will be advised to make a complaint in accordance with the complaints process in Section 1A.

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

17.4 If following our response to a refund request, you threaten us with the posting of negative, defamatory, or misleading content regarding our organisation on any platform, we reserve the right to pursue legal action against you in the courts if the content posted is defamatory and/or libelous. This may additionally lead to the termination of your package, whereby a refund won't be provided on either a partial or full basis. For the avoidance of doubt, expressing genuine dissatisfaction in a factually accurate manner does not give rise to a claim in defamation. However, false statements of fact published to third parties, and statements implying criminal conduct without factual basis, are subject to this Condition.

## 18 Notices and contacting you about your package

Any notice must, unless otherwise specified, be given by email by you to us, to [contact@advicifas.org](mailto:contact@advicifas.org), or by us to you, either by personal notice to you or in accordance with Condition 14 in Section 2A.

18.1 We may contact you by post at the address we have on file for you, or where you have provided your email address, mobile phone number, or have registered for the Client Portal, we may contact you by email, text, or secure message. Please remember that communications may contain confidential information and if anyone else has access to your email inbox or mobile phone messages, they may be able to see this.

18.2 You must ensure that the contact details you provide are accurate. It is important that you notify us of any name, email, or mobile phone number changes. If you do not inform us of any changes, you may not receive important package information. Changes and fees may be applied regardless.

18.3 If you have provided your mobile phone number or email address, we will register you

for free alert notifications on your package, covering updates, and important messages regarding your package.

## 19 Evidence of work completed

Summary: this section explains what constitutes evidence of substantive work performed by us under your package.

19.1 Substantiative work performed by us under your package is evidenced by, without limitation, any one or more of the following:

- documentation produced for your case (including challenge letters, response letters, and strategic documents), whether or not submitted;
- Client Portal records, including document approval timestamps, IP address records, and browser and device records associated with your Client Portal account;
- Records of submission to the institution, including submission confirmations and correspondence logs (messages from you confirming submission are considered logs);
- Correspondence received from the institution in response to submissions made by you and/or on your behalf; and
- records of communications between you and your specialist regarding your case.

19.2 Your approval of any documentation produced for your case, as recorded in the Client Portal, constitutes acknowledgement by you that the document was reviewed and found to be acceptable for submission at the time of approval.

19.3 The production of specialist documentation constitutes substantive work performed under your package regardless of the outcome of any submission. Specialist work is not rendered incomplete or unperformed by virtue of an institution rejecting a challenge or maintaining a marker.

## 20 Alternative involvement

<p>Summary: where you involve another third party whilst we're operating, these Conditions apply.</p> <p>20.1 If you involve another third party (e.g. another specialist organisation, solicitor, lawyer) within the same case in which we're operating, we may be forced to:</p> <ul style="list-style-type: none"> <li>○ pause your package;</li> <li>○ withdraw all operations; and/or</li> <li>○ suspend your package.</li> </ul> <p>20.2 Your package may be reinstated once the involvement of the third party has been removed. If it is reasonably expected that the third party's involvement will not be removed, we may terminate your package as we are unable to accept responsibility or liability for rectifying, or attempting to rectify, or working around services or work carried out by such third parties. Where termination occurs in these circumstances, you will not be eligible for a refund of any fees already paid.</p> <p><b>21 Statutory rights</b></p> <p>Summary: nothing in these Terms and Conditions limits or excludes any rights you may have under applicable law that cannot lawfully be limited or excluded.</p> <p>21.1 Nothing in these Terms and Conditions limits or excludes any rights you may have under applicable law, including the Consumer Rights Act 2015, that cannot lawfully be limited or excluded.</p> <p>21.2 The statutory duty of reasonable care and skill applies to the specialist operations we provide. For the purposes of that duty, the standard is assessed by reference to the work performed in accordance with our specialist methodology, the documentation produced, and the steps taken to progress your case, and not by reference to the outcome of any challenge or the success or failure of any removal. The failure to achieve removal of a CIFAS, SIRA, National Hunter, or credit marker does not, of itself, constitute a breach of that duty.</p>	<p>21.3 The Continuation Guarantee set out in Condition 12 represents our commitment to continue completing operations at no further charge following an unfavourable initial outcome.</p> <p><b>22 General provisions</b></p> <p>22.1 Inability to provide packages: If we are unable to provide packages because of causes beyond our control, we will not be responsible for any loss you suffer.</p> <p>22.2 Call recording/monitoring: To help us improve our service, we may record and/or monitor phone calls.</p> <p>22.3 Enforcement costs: We can charge you without 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.</p> <p>22.4 Law: English law applies to these Conditions unless your Specific Conditions say otherwise. You and we agree that the courts of England and Wales will have jurisdiction to hear any disputes arising in relation to these Conditions, except where you obtained your package in Scotland (courts of Scotland) or Northern Ireland (courts of Northern Ireland).</p> <p>22.5 Dormant packages: If you do not make communications with us for one month, we may treat your package as being dormant. We will stop sending you documents, communications, and any other form of notification. To make your package active again, email <a href="mailto:contact@advicifas.org">contact@advicifas.org</a> along with proof of your identity and proof of purchase.</p> <p>22.6 Making a complaint: If for any reason you're unhappy with the package we've provided, please contact our dedicated complaints department at <a href="mailto:complaints@advicifas.org">complaints@advicifas.org</a>. Our Complaints Leaflet (PDF) is available upon request.</p>
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- 22.7 Compensation arrangements: We are not covered by the Financial Services Compensation Scheme ("FSCS").
- 22.8 Your information: You consent to us using your information to provide packages and operations to you. If you withdraw your consent, we may stop providing packages and operations but may still use your information where we have lawful grounds to do so.

## Section 2B – Operations Information

### 1 Operation types

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

- 1.1 Some operations consist of strategic planning, the planning of your case in terms of wording, documentation, communication methods, and the basis for removal. Others consist primarily of the operative works implemented to supply information to the institution, responsible methods, and a plan of action in case of rejections.
- 1.2 Other alternative operations include operations that may help speed up the process of gaining a response from institutions and seeking responses in gestures of goodwill, as well as further operations to ensure compensation can still be pursued even if the institution does not accept liability.
- 1.3 Some operations are funded operations that operate with backend teams of institutions to remove wait times associated with handling cases through frontend customer services teams and to reduce chains between frontend and backend. For the avoidance of doubt, this does not mean that we have someone who works in the backend of the bank that presses a button to remove a marker. Such operations are limited to, but not exhaustive by, data extraction, review of material claims, and regulatory-risk-limited responses.

### 2 Operation availability

- 2.1 Most operations are available on an ‘instant-use’ basis; however, some operations may require a waiting period. Operations with wait

times are typically those that require no further funding but aim to achieve a response more quickly.

- 2.2 Where operations are not immediately available, we may use partially funded processes funded from the payment(s) you make at the start of your package with us.

### 3 Withdrawal of operations

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

- 3.1 We may deem it necessary to withdraw our operations within your package. We may do so for any reason, including if we need more time to prepare for the next operation.
- 3.2 Where we withdraw our operations, we will inform you that we’ve done so and will let you know the reason why, to the extent we are able to do so.
- 3.3 If you disagree or are unhappy that we’ve withdrawn our operations, you can cancel your package at any time, though you won’t be eligible for a refund. If you feel this way, you can make use of Condition 22.6 of Section 2A, or by making a complaint using the information available in Section 1A.
- 3.4 Dependent on the reason behind the withdrawal, we may need to ask for further information from you. In that case, you must adhere to Conditions 6 and 10 of Section 2A. Failure to adhere may result in termination of your package, whereby a refund won’t be supplied on either a partial or full basis.

### 4 Eligibility of operations

- 4.1 The cases that are ineligible for some operations are:

- cases where avenues of challenge have already been exhausted prior to onboarding you as a client;
- cases where a complaint FRL has already been referred to the Fraud Prevention Agency (“FPA”) and/or the FOS; and/or
- cases where the case simply doesn’t expect to benefit from the usage of a particular operation.

4.2 Where your case is ineligible for certain operations, your specialist will inform you of which operations it is ineligible for and the workaround for the ineligibility.

## 5 Instruction

5.1 Specialists act from their knowledge, experience, and ability within the field to instruct the relevant operations where required and we do not act solely from your instruction, though we do expressly respect your requests.

5.2 Wrong implementation of operations can cause significant implications and can deliver less power in a challenge. To avoid this, we act based on knowledge, experience, ability, and strategy, not solely from client’s directions.

## 6 Expected timescales

Summary: where we provide an expected timescale for an operation or outcome, these Conditions apply.

6.1 Any timescale we provide, whether described or named as a guaranteed, expected, or estimated timescale, represents our best operational expectation only based on knowledge, experience, and/or strategy. It does not constitute a guarantee of removal. We are not the recording institution and it is not within our control to guarantee the removal of a marker, nor to guarantee when a removal will occur.

6.2 Where you have paid an additional amount for an operation associated with a faster or prioritised timescale, and we are unable to fulfil that operation within the stated

timescale, you will be eligible for a refund of that additional amount only, unless it is funded to an alternative operation, to which you’d be notified upon such decision made. Your package will continue under the standard timescale until we fulfil our obligations. This does not entitle you to a full or partial refund of your package fee.

6.3 Failure to meet an expected timescale does not constitute a failure to perform under this agreement. The Continuation Guarantee under Condition 12 of Section 2A remains in full effect in such circumstances.

6.4 Where you are dissatisfied with progress against an expected timescale, you may raise this through the complaints process as set out in Section 1A.

## Section 2C — Fair Fees Policy

We want to be open and fair about how we charge you for our packages. To help us to do this, we work with 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 payments are too much for, we will do all that we can to help in providing you with an extension on paying where possible.
- For additional payments relevant to operation funding, we never charge a fee from which we profit. We will always only charge what we need to fund the relevant operations.
- We offer a range of free information and guidance designed to assist you, without the need to pay any fees. More information is available on our website at [advicifas.org](http://advicifas.org).
- We allow you time to manage your instalment payments. You will have until the date agreed to make payments, unless we request earlier payment, in which case we will still provide you with time if needed.
- We will always be willing to discuss your financial situation and to help find the appropriate support in dealing with financial difficulties you may face during your package with us.

If you have any questions or would like more information, please email us at [contact@advicifas.org](mailto:contact@advicifas.org).

If you find yourself facing financial difficulty, please talk to us.

You should always ensure you can make your payments on time or contact us if you can't.

# Section 3 — Confidentiality and Data Minimisation

## 1 Introduction

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

## 2 Where confidentiality applies

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

2.1 Confidentiality applies within every operation, communication, and/or action with us. We do not share your data with anyone not mentioned in the Data Protection Statement and the institution(s) at hand. We will only ever share data where it is required to fulfil our obligations and comply with legal requirements.

## 3 Where we minimise data

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

3.1 We may minimise data where we believe it may be at risk of unauthorised 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 confidential.

3.2 You understand that we cannot guarantee the absolute confidentiality of your data at all times, but it will always be safe, secure, and protected to the fullest extent of our ability.

## 4 To help keep your data safe

- 4.1 To assist in keeping your data safe, there are several actions you can take. You can:
- supply us with the relevant information when and where we request it;
  - refrain from delaying information/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 information/data to devices not secure for the purpose.

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

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ADVICIFAS is able to provide literature in alternative formats. The formats available are: large print, Braille and audio 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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