

eMoneyfacts is a trading style of Moneyfacts Group plc (Moneyfacts) which owns and administers eMoneyfacts.

Definitions:

- **Authorised Users** – authorised subscribers to eMoneyfacts who have accepted these terms and paid for use of the B2C iframe.
- **B2C iframe** – Moneyfacts Best Buy tables and product searches supplied for use by Authorised Users by way of an iframe which can be incorporated into the Authorised User's own website.
- **eMoneyfacts** – The online financial adviser portal operated by Moneyfacts.
- **Iframe Search** – any product search undertaken by a customer via the B2C iframe which results in a call being made to the Moneyfacts webservice system and a product search result being returned for display on the B2C iframe. This includes each completed full product search, each amended full product search, each product search results page viewed and each individual product details page viewed from the search results
- **Sales Lead** – information about retail customers derived from eMoneyfacts, following the customer providing their contact information with a view to advice and or purchase of a product shown in the B2C iframe.

Whereby

Subscribers to eMoneyfacts can purchase a licence to access the B2C iframe and display this within their own website.

Eligibility for Membership

All users must register with eMoneyfacts or hold an existing registration with eMoneyfacts, and be authorised by the Financial Services Authority (FSA) holding all relevant FSA permissions.

Responsibilities

eMoneyfacts will:

- provide the B2C iframe solution and provide each Authorised User with an individual access URL to access the B2C iframe;
- supply Sales Lead information via either e-mail (for Sales Leads generated by the Quick Enquiry Form) or adding client records to your eMoneyfacts account (for Full Mortgage Enquiry Forms).

Authorised Users will:

- abide by these Terms and Conditions at all times;
- only set up the B2C iframe once on any brokerage firm's website, regardless of how many individual registered eMoneyfacts members the brokerage firm has;
- pay the relevant fee in advance for continuation of access to the B2C iframe;
- be able to export client records from their eMoneyfacts account;
- inform Moneyfacts immediately if they cease to be regulated by the Financial Services Authority or have their permissions revoked.

Restrictions on Use

Authorised Users may not re-sell the B2C frame to any third party. Additional licences (e.g. for use on introducers' websites) may be purchased at the appropriate licence fee.

Licence Fee

Authorised Users must choose in advance the maximum number of Iframe Searches they require per calendar month (pcm), based on the following tiers of service, and pay the appropriate licence fee:

- Up to 2,500 Searches pcm = £50 pcm
- Up to 5,000 Searches pcm = £100 pcm
- Up to 10,000 Searches pcm = £200 pcm
- Up to 15,000 Searches pcm = £300 pcm

Payment is required monthly in advance by direct debit or as an annual subscription whereby payment may be made by cheque, credit card, chaps or bacs.

Provision of the B2C iframe

eMoneyfacts will use reasonable endeavours to ensure the B2C iframe is available 99% or more of the time. Service failures should be reported to servicedesk@moneyfacts.co.uk and will be actioned between the hours of 9:00am and 5:00pm except during weekends and UK bank holidays.

Indemnity and Limitation of Liability

Moneyfacts Best Buys are based on defined Moneyfacts procedures however no warranty is given regarding the accuracy of information contained therein.

eMoneyfacts accepts no liability for any incorrect or inappropriate advice given by the Authorised User, or for any other inappropriate sales made by Authorised Users following the receipt of a Sales Lead.

Intellectual Property

All intellectual property rights in the B2C iframe reside and remain with Moneyfacts.

Termination

The Authorised User may terminate the agreement following 30 days prior written notice to take effect at the end of the period currently licensed. For the avoidance of doubt, Authorised Users paying an annual subscription can give notice to terminate on the anniversary of the agreement and no refund of the License Fee will be given.

The License Agreement can be terminated immediately in the event that either party:

1. is in material breach of the Agreement which cannot be remedied within 14 days of the breach;
2. is unable to pay its debts; or becomes insolvent; or is subject to any financial order or arrangement regarding its ability to trade.

Moneyfacts may immediately terminate the licence and withdraw access to the B2C iframe in the event of non-payment of the licence fee.

Effect of Termination

When an Authorised User ceases to be authorised for whatever reason, Moneyfacts will remove access to the B2C iframe and no further licence fee will be due.

Assignment

Licensee may not assign this agreement without prior written agreement of eMoneyfacts.

Changes to these Terms and Conditions

Moneyfacts may alter these Terms and Conditions on provision of 30 days written notice of the same.

Jurisdiction

The License Agreement is governed by English Law and the parties irrevocably submit to the jurisdiction of the English Courts to settle any dispute.

Invalid Terms

If any of these terms is found to be invalid or unenforceable, this will not affect the validity of the remaining terms and the parties will replace the invalid term with a valid one.

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