

Adviserly

Membership Terms and Conditions



A D V I S E R L Y

Our terms and conditions

1. Information about us and how to contact us

- 1.1 **Who we are.** We are Adviserly Limited, a company incorporated in England and Wales with registered number 13215960.
- 1.2 **Who you are.** Only a person who has authority to contractually bind a firm should complete the application form.
- 1.3 **How to contact us.** You can contact us by writing to us at info@adviserly.io.
- 1.4 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address provided to us in your application.
- 1.5 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms and conditions, this includes emails.

2. Our contract with you

- 2.1 **Relationship between us.** Our contract is with member firms and references to "you" and "your" are to firms, not individual advisers. We are a membership organisation of boutique firms, helping them to grow. You must procure that those advisers registered on the platform also comply with these terms and conditions. Nothing in this contract is intended to, or shall be deemed to, constitute a partnership, fiduciary relationship, agency or joint venture of any kind between Adviserly, firms or advisers. Neither we nor you have any authority to execute any agreements on behalf of the other.
- 2.2 **Contract documents.** This contract incorporates the documents below and to the extent there is any conflict or inconsistency between them they rank in the following order:
 - (a) These terms and conditions;
 - (b) [Platform Terms of Use](#); and
 - (c) [Privacy Policy](#)
- 2.3 **Term and Renewal.** The term of this agreement is the period of time you selected in your application form, starting from the date of acceptance by us of your application form. If you did not select a period, the default term shall be one month. Membership shall renew automatically for each period unless and until terminated in advance in accordance with this contract.
- 2.4 **Your contract with your client.** In relation to each matter, firms will contract directly with clients or other member firms and owe obligations to them in the normal way, subject to your terms and conditions. It is your obligation to carry out know your client due diligence, anti-money laundering, solvency and other such checks in accordance with laws in your jurisdiction. You are solely

responsible for dealing with any complaints in relation to the service that you have provided. We are not a party to any contract between you and your client and nor do we accept any obligations in relation to it.

3. Application

- 3.1 **How we will accept your application.** Submission of your firm's application form constitutes a contractual offer and our acceptance of your application will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2 **Acceptance.** Acceptance as a member of Adviserly is at our sole discretion and we are not obliged to explain the reason your application has been declined.
- 3.3 **Accuracy of your application form.** You warrant that all information provided to Adviserly in your application form and profile information provided by advisers at your firm is true and accurate at the point of submission. Failure to provide true and accurate information may result in your application for membership being refused or membership being revoked and in such circumstances, there will be no refund of any fees already paid to us.

4. Membership

- 4.1 **Member Firms.** Membership is non-transferable and non-transmissible. A firm's membership will have the price and features of the membership tier selected in the application form (**Membership Tier**). The details of the Membership Tiers can be found on our website. We may add Membership Tiers, change the name of Membership Tiers and amend what features are included in each Membership Tier at any time and on no notice. Most of the time, this will mean adding features to your Membership Tier but sometimes we may remove features.
- 4.2 **Rules on percentage fees.** You must not pay or accept referral fees to or from other network members if these are prohibited in your jurisdiction. You must comply with relevant legal and regulatory requirements in relation to the payment of such fees.
- 4.3 **Advisers.** Following your firm's successful application, Advisers at your firm may be invited to create their own profiles on the Adviserly platform We reserve the right to refuse to list individual advisers.
- 4.4 **Exclusivity.** We are not exclusive. We want to ensure a healthy ecosystem of firms providing a variety of services to a range of sectors. But there may be other firms on the network that provide very similar services to you, in the same jurisdiction. You and the Advisers at your firm may also be members of other referral networks.

5. Fees

- 5.1 **Membership Fees.** The firm shall pay the Membership Fee for the relevant Membership Tier as set out on our website from time to time. We reserve the right to provide discounts to firms who sign up for longer terms. We will provide you with one month's notice where we intend to increase our fees.
- 5.2 **Payment.** The firm shall pay the Membership Fee in advance on the first business day of the term.
- 5.3 **Value Added Tax.** All fees are stated excluding VAT. VAT will be payable by firms in certain jurisdictions, including the United Kingdom.
- 5.4 **Exchange Rates.** Firms must pay the Adviserly fees in GBP.
- 5.5 **Non-payment.** If you fail to pay any fees when due, we reserve the right to suspend your membership and remove any adviser profiles from the platform until payment is received. Non-payment of Adviserly Fees will incur interest accruing on the overdue sum each day from the due date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

6. Membership obligations

- 6.1 **Changes to application information.** You will only be accepted onto the network if you meet our network standards, so you must promptly notify us of any change in your firm's or any adviser's circumstances or any information included in your application form which may affect your eligibility or categorisation as a member.
- 6.2 **Client care.** Firms and advisers must always act in the best interests of their clients, avoid conflicts of interest, communicate promptly with clients and other advisers, act in professional manner and comply with their professional, ethical and regulatory standards in their jurisdiction.
- 6.3 **Restrictions on poaching.** Where a member firm refers a client (which may be another firm) to you, you shall not during the term of this agreement and for 12 months following termination, without the prior written consent of such firm, provide services to that client which directly compete with the services of the referring firm. For example, the following are likely to be in direct competition: (i) providing legal services in the same practice area under the same governing law as those provided by the referring law firm, or (ii) providing bookkeeping services to a client referred to you by an accountant who provides bookkeeping services. Member firms are expressly allowed to enforce this provision as against other member firms.

7. Intellectual Property

- 7.1 **Our intellectual property.** The words "Adviserly" or "Adviserly Limited", our logo and any written, visual, audio, video and/or digital content produced or published by us, including adviser profiles

(which may incorporate a photograph provided to us by you) relating to advisers, are our intellectual property. You recognise that all rights in the Adviserly intellectual property remain vested in Adviserly and you shall not use our intellectual property unless authorised in writing to do so by us.

7.2 **Your intellectual property.** The name of your firm and logo and any written, visual, audio and/or digital content produced or published by you (other than content produced for publication by Adviserly), are your intellectual property. We recognise that all rights in your intellectual property remain vested in your firm and we shall not use your firm's intellectual property or adviser's full names unless authorised in writing to do so by the firm.

8. **Data protection and confidentiality**

8.1 **Data protection.** We will use any personal data provided to us in accordance with our Privacy Policy, which can be accessed [here](#). We may update the Privacy Policy from time to time.

8.2 **Confidential information.** Each party agrees that it shall keep confidential all documentation or information, including but not limited to the contents of any agreement between us; and shall not use for its own purposes nor without the prior written consent of the other party disclose to any third party any information which is proprietary or confidential (including trade secrets and information of commercial value) and which is either labelled or stated as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure (**Confidential Information**), unless such Confidential Information is or becomes public knowledge other than through any act or omission of the receiving party, is in the receiving party's lawful possession before the disclosure, is lawfully disclosed to the receiving party by a third party without restriction on disclosure or is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body (provided that the party required to make such a disclosure shall, to the extent legally permissible, provide the other party with reasonable prior notice of such required disclosure. Each party agrees to take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of these terms and conditions.

9. **Adviserly Services and Technology Providers**

9.1 **Services.** Our Services include but are not limited to marketing, business development, management consultancy, technology consultancy, team growth and acquisition and events management. At your request we will agree the scope the services to be provided and work with our third-party consultants to provide such Services. The delivery of the Services shall be subject to a separate contract with us or, where we introduce you directly to the third-party consultant or agency, with such third-party providers.

9.2 **Introductions.** Where we introduce you to third party providers, it is for you to agree the fee with them. While we do our best to ensure that the third parties are high quality and trusted providers,

we provide no warranties in relation to the quality of their services and it is for you to make sure you are happy they can meet your standards. We have introduction fee arrangements with these third parties and we pass some of this on to certain Membership Tiers in the form of a discount on fees.

10. Adviserly Events

10.1 Adviserly may organise online and in person events for members. By attending these events you authorise us to take your photo at these events and use the photographs in our marketing. We want our events to be safe and welcoming, and any unpleasant language or behaviour will not be tolerated. In advance of any event we will let you know if there are any fees and if any further terms and conditions apply to your attendance.

11. Liability

11.1 **Liabilities not excluded.** We do not:

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

11.2 **Excluded statements.** all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement

11.3 **Excluded liabilities.** We will have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any:

- (a) indirect or consequential loss or damage;
- (b) loss of data;
- (c) loss of profit;
- (d) loss of revenue or business (whether direct or indirect), however caused, even if foreseeable.

11.4 **Total liability.** Our total liability to you in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total fees that you paid in the 12 months preceding any claim.

12. Termination and changes to membership

12.1 **Termination and Downgrade Right.**

- (a) We may terminate this contract on one month's notice to you by email.
- (b) If we provide you with notice that we are increasing your Membership Fees in accordance with clause 5.1, you may terminate this contract at any point before the payment is due.
- (c) If signed up on a monthly membership, you may terminate this contract or downgrade your Membership Tier on one month's notice to us by email.
- (d) If signed up for a term which is longer than a month, you may terminate this contract or downgrade your Membership Tier by giving at least one month's notice to us by email, such notice to take effect on the last day of the term.

12.2 **Removal of advisers.** You or we may remove advisers from the platform on no notice to the other party by email.

12.3 **Your right to upgrade.** Your firm may upgrade your firm's Membership Tier at any time on the payment of the relevant additional fee.

12.4 **Our right to terminate on no notice.** We may terminate this agreement by giving notice in writing immediately:

- (a) if we find that an adviser or firm has not acted with integrity or honesty or your continued membership risks bringing Adviserly or other advisers and firms on the network into disrepute;
- (b) if we reasonably believe that an adviser or firm has not acted in the best interests of any of its clients, failed to act in professional manner or is in breach of its professional, ethical and regulatory standards in its jurisdiction;
- (c) a subscription fee which is due remains unpaid one month after the date of a notice from us that such fee is due;
- (d) you use the network for any other purpose other than in relation to your Adviserly membership; or
- (e) you commit a material breach (or a series of breaches that amount to a material breach) of this contract.

12.5 **Effect of termination.** If an adviser or firm leaves the Network for any reason Adviserly may inform the network that an adviser or firm has left the network and the reason for such departure.

12.6 **Survival.** On termination of this agreement the following clauses shall survive and continue in full force and effect: Clause 6.3 (Non-poaching), Clause 8 (Data Protection and Confidentiality), Clause 9 (Liability), Clause 12.5 (Effect of Termination) and Clause 13 (General).

13. **General**

- 13.1 **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty that is not set out in this agreement.
- 13.2 **Notice.** We may provide to each other by email. For notice to you, we will use the email address you used when the firm signed up to join the network. For notice to us use info@adviserly.io. To notify us of a change of email to receive notifications, please email info@adviserly.io.
- 13.3 **Variation.** We may vary, alter, amend, change or modify or withdraw this contract on one month's written notice.
- 13.4 **No waiver.** No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 13.5 **Severance.** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 13.6 **Third Party Rights.** Except in relation to clause 6.3 (Restrictions on Poaching) or where otherwise indicated, this agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns), including pursuant to the United Kingdom Contracts (Rights of Third Parties) Act 1999.
- 13.7 **Governing law and jurisdiction.** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).