

# TERMS AND CONDITIONS: PAY PER LEAD PLAN

This Pay-per-lead (PPL) Plan Agreement (the “Agreement”) is entered into immediate effect, by and between the individual and/or company who has selected the PPL Plan (the “Specialist”), and (the “Company”) and Clearwax Ltd, collectively “the Parties.”

1. Purpose. The Company is in the business of various aspects of clinical ear care and hearing healthcare. The Company is in position to refer potential clients/customers to the Specialist.
2. Lead Arrangement. Upon the Effective Date of this Agreement, the Specialist may, from time to time, receive potential clients/customers (the “Lead”) via the Company’s website. The Specialist will pay the Company a fee for each Lead.
3. Lead. A Lead is a potential client/customer who contacts the Specialist directly via their individual specialist profile page. A Lead can either call the Specialist using the ‘Call Specialist’ function (or if using a desktop by retrieving the phone number in order to call by clicking the ‘View Contact Number(s)’ function), known as a ‘Phone Click’, or by sending a direct email message via the ‘Email Specialist’ function, known as an ‘Email Click’. All ‘Phone Clicks’ and ‘Email Clicks’ instantly appear on the ‘Statistics’ page on the Specialist dashboard. If a Lead contacts the Specialist on more than one occasion within a 30-day time period using the same IP address, this will only count as a single Lead to avoid duplication and over-compensation. Under these circumstances, the Lead’s first mode of contact (i.e. phone or email click) will only be counted and appear on the ‘Statistics’ page. If the same Lead contacts the Specialist on more than one occasion within a 30-day time period using a different IP address, it is regrettable that this will be charged as a separate and new Lead.
4. Compensation. The Specialist shall pay the Company £7.50 +VAT for each Lead they receive. The Company shall invoice the Specialist for the total number of Leads received at the end of each calendar month. The Specialist shall pay the Company within 14 days of the date of the invoice. If the Specialist fails to pay the invoice within this specified time period, the Company have sole rights and discretion to remove the Specialist’s individual specialist profile from the website without any notice or delay. The Compensation fee is subject to change. The Specialist will be notified of any changes to the compensation fee by email in advance.

5. Lead Holiday/Break. The Specialist can remove their individual specialist profile page from the Company website if on holiday, leave or break to avoid receiving Leads during this time. To do so, the Specialist can select 'Settings' from the Specialist dashboard before selecting 'Cancel' under 'My Memberships'. To reinstate their individual specialist profile page and begin to receive Leads again, the Specialist can simply select 'My Profile' from the Specialist dashboard and once again select the PPL membership plan. The Specialist is not entitled to any retrospective Lead Holiday/Break relief if they forget to remove their individual specialist profile page to avoid receiving Leads.
6. Term. This Agreement shall commence upon the Effective Date, as stated above, and will continue until either Party decides to cancel the PPL membership plan and/or if the Specialist decides to change and switch to the 'Annual' plan.
7. Termination. This Agreement may be terminated at any time by either Party and/or if the Specialist decides to change and switch to the 'Annual' plan. Upon termination, the Specialist shall pay the Company all compensation due and owing for leads made prior to the date of termination.
8. Representations. The Specialist is solely responsible for the information they submit and upload onto their individual specialist profile page and must ensure the information supplied is accurate and factual at all times.
9. Qualifications. The Specialist must be a suitably qualified healthcare professional (e.g. Audiologist, Audiological Scientist, Hearing Aid Dispenser, GP, ENT Specialist, Nurse, Pharmacist etc.) who has been successfully trained and certified in ear wax removal from an accredited ear wax removal training course or programme.
10. Indemnity. The Specialist must be registered with their professional regulatory body and have in place the relevant professional indemnity and public liability insurance providing indemnity in respect of legal liability for injury arising from the removal of ear wax in the specified treatments offered, ear wax related issues and advice on ear wax related issues. It is the Specialist's sole responsibility to notify the Company immediately if they no longer have the relevant professional indemnity and public liability insurance in place and /or they are no longer registered with their professional regulatory body in order for the Specialist's individual specialist profile to be removed immediately from the Company's website.

11. Liability. The Specialist is fully liable for any damages for claims made against submission of false and incorrect information on their individual specialist profile page and injuries/complications/negligence etc. arising to Leads through any treatments and/or advise offered by the Specialist. Under no circumstances shall the Company be liable either to the Specialist or Lead. Neither is the Company liable for any loss of revenue related to any aspect of this Agreement.
  
12. Disclaimer of Warranties. The Company shall refer Leads to the Specialist. The Company has no responsibility to the Specialist if the Leads are not converted for any reason.
  
13. Legal and Binding Agreement. This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.

The Parties agree to the terms and conditions set forth above as soon as the Specialist selects the PPL membership plan.

Last updated: 2 February 2021