

We care.



Terms of Services of the European Fertility Society C.I.C.

1. EFS is known as The European Fertility Society C.I.C., which is located at Eye, 2 Lambseth Street, England, IP23 7AG, Company Registration Number: 13071251.
2. Website – is an organized information platform available on the Internet at, but not limited to: myIVFanswers.com, it has been developed by EFS and its partners to allow access to Internet resources.
3. User – is understood as any person entering the Website
4. The Expert – is understood as an individual expert from the fertility field, entering into the services agreement on the Website by participating in a #IVFWEBINAR as a presenter / speaker.
5. The expert listing – list of experts presented at the Website.
6. The organization – an organization in which an expert currently works.
7. The organization listing – list of organizations presented at the Website.
8. #IVFWEBINARS – live video events with an expert, during which the expert presents the topic and answers users' questions.
9. GDPR - The EU General Data Protection Regulation.
10. GDPR Agreement - Data Processing Agreement between EFS and the expert or the clinic.
11. YouTube Channel - channel owned by EFS where all #IVFWEBINARS recordings are published.
12. Member – IVF CLINIC that applied to become the EFS member and fulfilled all the members obligations.
13. TRAINING – live, online training session with an expert, during which the expert presents the topic to the Member's team.

Please read these Terms of Services ("Terms", "Terms of Services") carefully before using EFS services (the "Services") operated by the European Fertility Society C.I.C. ("EFS", "us", "we", or "our").

Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all members, non-members and others who access or use the Services.

By accessing or using the Services you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Services.

I. #IVFWEBINARS

The nature and purpose of the #IVFWEBINARS

1. The #IVFWEBINARS will offer an opportunity to share professional knowledge via a presentation made by a professional speaker which will be recorded for further views. The event cannot be used in any way to promote the work of the presenter, their employer or any product. To this end, EFS has full authorship of the final video placed on the website and on any other online media channels without question.
2. If EFS believes that the presenter / speaker is providing information which isn't factually true during the event or is undertaking the event as a promotional event, then EFS will terminate the contract immediately and remove (in whole or in part) the event from the site.
3. EFS uses third-party services (SAAS) to plan, promote and manage the #IVFWEBINARS live. All the events are recorded and uploaded to its YouTube channel.
4. EFS reserves the right to refuse to upload any WEBINAR to the website and will not be liable for any loss or expense in so doing.
5. The #IVFWEBINARS may contain advertisements for other products or companies.

Publishing the #IVFWEBINARS

1. EFS publishes the #IVFWEBINARS at a scheduled date and time.
2. The Expert will present and explain clearly the particular fertility topic proposed by EFS.
3. The Expert will provide presentations: slides in PDF format created by the Expert. It should take a maximum of 30 minutes to present the lecture.
4. The Expert will answer audience questions after the presentation. It may take 15-45 minutes.
5. EFS shall provide to the expert the list of potential topics and dates. The expert chooses from the list the webinar topic and date.
6. The date of the webinar will be indicated on the order form. If the expert does not choose the date, then the expert can use only the free topics and/or dates slots (if available).
7. The Expert can change the date of the webinar but this must be done with at least eight weeks' notice prior to the scheduled event.
8. The Expert will provide their headshot photograph (min. 600 x 600 pixels) and bio note (min. 400 words) at least 4 weeks before the #IVFWEBINARS.
9. The Expert will provide the expert presentation in PDF format at least 2 weeks before the #IVFWEBINARS, or in any case before the technical test.
10. No marketing materials are allowed. EFS will review the presentation and edit changes.
11. EFS will support every #IVFWEBINARS with a moderator. The moderator or their assistant will provide guidelines to the expert before the #IVFWEBINARS and will moderate the live event.
12. The online recorded version after the live event will be available for free for every user.
13. EFS will publish the recorded video within 72 hours after recording.
14. EFS will forward the list of attendees and registrants that have given their consent, to the Expert or to its organisation only based on the signed GDPR Agreement.
15. EFS will allow patients to ask questions to the expert via an online form available in the expert and organisation's profile only based on the signed GDPR Agreement.
15. EFS will not provide the recorded video to the Expert on demand.

16. The Expert can use the recorded video but this use must not contradict the interests of EFS.

Copyright

1. Unless otherwise indicated, EFS owns copyright for the content presented on the website including video recordings, description of the #IVFWEBINARS based on the speaker's presentation and transcription of the Q&A live session from live events - #IVFWEBINARS.
2. Some of the copyright for the content on this website (recorded #IVFWEBINARS) may be owned by individual presenters (e.g. presentations shown or videos played during the live #IVFWEBINARS recordings).
3. #IVFWEBINARS may contain resources or links to other websites over which EFS has no control. EFS makes no representations about the accuracy of information contained on those websites / resources. EFS is not liable for the content on those websites.
4. #IVFWEBINARS live events are to be viewed live by the registrant only; the content must under no circumstances be recorded or reproduced unless it is agreed by EFS. EFS reserves the sole right to record and publish events.
5. The #IVFWEBINAR will be recorded, uploaded to the YouTube channel after the live event and is for personal/non-commercial use only. The content must not be modified or republished in any way without the prior consent of the presenter and EFS.
6. EFS is not liable for the detailed content of any #IVFWEBINAR, quality of presentation or the accuracy of answers given by the Expert to questions posed by attendees.
7. If you seek to reproduce or otherwise use the content owned by EFS it is your responsibility to obtain approval for such use where necessary. Any breach of copyright, including recording the presentation or any unauthorized use of the material may lead to legal action.
8. All #IVFWEBINARS-related materials - video recordings, copy and transcriptions published on the website, remain copyright of EFS. They must not be distributed to any third party at any time or in any form without written permission. The only exception is embedding the whole recording published via YouTube API directly from YouTube Channel. Standard YouTube Terms and Conditions apply.

Force majeure

1. EFS Contract performance will be excused, to the extent reasonably necessary, in the event that force majeure event that occurs without the fault or negligence of the non-performing party prevents timely performance under the Contract including but not limited to an outbreak of war, a danger of an outbreak of war; the actions, decisions or vetoes of law enforcement authorities, governmental or international agreements, strikes, lockouts or other protests, floods, fires, explosions, the breakdown of the entire INTERNET or its part, the breakdown of the electric grid, computer systems of control and distribution or other manifestations of force majeure.
2. In the event the force majeure occurs, EFS shall with no delay inform Expert and if possible, propose other terms of Emission.

II. TRAINING SERVICES

Subject matter, conclusion of the contract.

1. These general terms and conditions of business apply for all training and certification programs delivered by EFS.
2. Only these general terms and conditions of business apply. Terms and conditions of business of those receiving training or taking a certification examination (subsequently referred to as participant) do not apply, even if not explicitly stated by EFS. The terms and conditions presented in this document also apply if EFS knowingly renders services due that are in conflict with the participant's terms and conditions of business.
3. Participants must register in advance to take part in EFS trainings or certification exams. Registration consists of filling out a form online, that is provided by EFS. Registration also includes selecting the training session the participant intends to attend or the respective certification exam. The current EFS list of training services and certification examinations offered by EFS is available online.
4. EFS will then submit a quote of the selected services to the participant. The contract only takes effect once the participant has confirmed the quote and paid the invoice.

Conducting training

1. EFS is responsible for conducting training or for contracting a third party to conduct training and is free to choose any consultant for such purposes. EFS is entitled to transfer the duties of the contract to a third party to perform and to change the contents of training sessions as long as the objective of the training is not compromised. EFS may cancel training, change the date or time of training or designate the training location with advance notice.
2. EFS will make every effort to provide the participant with all important knowledge during training sessions, as per the training plan and the current training documents.
3. EFS will conduct online training or on the participant's premises, or at another mutually agreed upon location. Training is to be conducted during the dates specified by EFS in the quote and confirmed by the participant.
4. If training takes place on the participant's premises, the participant will provide the infrastructure necessary for training especially desks and computers, and is responsible for obtaining Internet connections if required.
5. If training takes place on the participant's premises, the participant will cover all the logistics and accommodation costs of the trainer specified by EFS in the quote and confirmed by the participant.
6. Participants will receive a certificate confirming participation upon completion of training.

Certification

1. The price of one certification examination entitles one participant to take one certification exam, independent from the result of the respective test.
2. The use of any aids besides the certification software is forbidden during the certification examination. If the participant uses any other software, data, documents or persons, the examination will be stopped and the results of the examination will be not passed. The participant must pay the full certification fee, no refund.
3. Within 7 days after the end of the examination, EFS will inform the participant of the examination results.
4. After passing the examination, the participant will receive the EFS Certification Kit (certificate, digital logos) by e-mail within 7 days.

5. After a successful certification exam, the participant has the right to use the EFS Certified title and logos for a period of two years. This time can be prolonged only by successfully passing another certification examination.

Compensation and terms of payment .

1. Costs covered by the participant will be specified in the quote.
2. All fees are due upon receipt of an invoice and must be paid in full within 14 days.
3. If payment is not made by the participant on time, the training will be cancelled.

Termination by EFS

1. EFS is entitled to terminate the contract due to instructor illness, technical reasons, or other reasons beyond EFS's control.
2. Before exercising this right to termination, EFS will make every effort to reschedule training or certification examination, with the participant's consent. In case of rescheduling, the contract will remain in effect and will be amended with the consent of both parties. If the parties cannot agree on the amendment to the contract, the contract will be terminated, and any fees paid by the customer will be reimbursed.

Termination by the customer

1. If the participant is unable to attend, the customer is entitled to designate another representative from his/her company to participate in the training or certification before the training begins. The client will incur no additional costs.
2. The participant is entitled to terminate the contract via written notice at any time.
3. The participant must not pay any fees if EFS receives notice of termination on or before the 10th business day before the first day of training or certification date. The participant must pay 50% of the agreed costs if he/she terminates the contract between 10 and 5 business days before the first day of training or certification. The participant must pay 100% of the costs if he/she terminates the contract within 5 business days of the first day of training or before the certification examination.
4. If the participant wishes to change the training date set in the contract without canceling the entire contract, EFS must receive written notice at least 5 business days before the first day of training. The participant will incur no additional costs, and the contract will be amended with consent of both parties. If EFS receives such notice within 5 business days of the first day of training or the certification exam, the participant must pay EFS 50% of the agreed upon costs as a processing fee.
5. Rights to further claims are reserved by EFS. This especially concerns cancellation costs for travel already booked to the customer's premises or to any other agreed-upon location.

Right to training documents, software

1. All training documents are intended for the exclusive personal use of the participant.
2. The participant recognizes EFS's copyright and therefore the exclusive distribution rights and right of use of training documents and/or software.
3. The participant recognizes all of EFS's brand, trademark, name, and patent rights to the software and related documents. The participant may not remove, modify, or render unrecognizable copyright indications or indications of property rights.

Confidentiality

1. The participant is obligated to keep confidential all business and company secrets made known to him/her during training. This obligation is not limited to the training period. The participant may not share these with a third party without written permission from EFS.
2. The participant may not conduct any external training or certification exams on EFS training services.

Liability

1. EFS is only liable to the participant, regardless of legal grounds, for willful misconduct or gross negligence on the part of EFS itself or its employees.
2. EFS is only liable for slight negligence if provisions of the contract, which have a particular importance for achieving the purpose of the contract and can therefore be considered to be fulfilled, are violated. In this case, liability for damages, consequential harm caused by a defect, not specified in the contract is excluded. Liability is limited to the price of the training paid by the participant.

Force majeure

1. EFS Contract performance will be excused, to the extent reasonably necessary, in the event that force majeure event that occurs without the fault or negligence of the non-performing party prevents timely performance under the Contract including but not limited to an outbreak of war, a danger of an outbreak of war; the actions, decisions or vetoes of law enforcement authorities, governmental or international agreements, strikes, lockouts or other protests, floods, fires, explosions, the breakdown of the entire INTERNET or its part, the breakdown of the electric grid, computer systems of control and distribution or other manifestations of force majeure.
2. In the event the force majeure occurs, EFS shall with no delay inform Expert and if possible, propose other terms of Emission.

Other

1. The participant must obtain prior written permission from EFS to transfer all rights stipulated in the contract.
2. The law of England applies for all claims arising from the contract.
3. Changes and supplements to these terms and particularly warranties and agreements must be specified in writing to serve as a point in controversy. Oral agreements are not valid.
4. If any of these terms are found to be invalid, the validity of the remaining provisions of this Agreement shall not be affected.