

iFertility Technologies Pty Ltd (iFertility)

Web Site Terms – Updated 24-Jul-2024

Intellectual Property

You agree that at all times you will:

1. not disclose to any person the method of working or the Intellectual Property involved in our Work for you;
2. not cause or permit anything which may damage or endanger our title to the Intellectual Property;
3. indemnify us for any loss or expense arising from your misuse of the Intellectual Property;
4. on the expiry or termination of this agreement immediately stop using the Intellectual Property except as expressly authorised by us in writing;
5. not use any name or mark similar to or capable of being confused with any name or mark of ours;
6. so far as concerns Software provided or made accessible by us to you, you will not:
7. copy, or make any change to any part of its code;
8. use it in any way not anticipated by this agreement;
9. give access to it to any other person than you, in this agreement;
10. in any way provide any information about it to any other person or generally.

Disclaimers and limitation of liability

The law differs from one country to another. This paragraph applies so far as the applicable law allows.

1. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph will be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
2. Our Website and our Services are provided "as is". We make no representation or warranty that the Service or the Work will be:
 - a. useful to you;
 - b. of satisfactory quality;
 - c. fit for a particular purpose;
 - d. available or accessible, without interruption, or without error.
3. We make no representation or warranty that the Service or the Work we provide specifically to you will achieve the target or intended results.
4. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
5. We will not be liable to you for any loss or expense which is:
 - a. indirect or consequential loss; or
 - b. economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.
6. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies as well as to us.
7. Nothing in this agreement will be construed as limiting or excluding our liability for death or personal injury caused

Refund Policy

1. Introduction

At iFertility, we value your satisfaction and are committed to providing exceptional services to our valued customers. This Refund Policy outlines the terms and conditions governing refunds for our monthly fee-based services. Please read this policy carefully before subscribing to our services.

2. Eligibility for Refund

We offer refunds in accordance with the Australian Consumer Law (ACL) and other relevant consumer protection laws. You may be eligible for a refund under the following circumstances:

You have encountered a genuine issue or problem with our services that we are unable to resolve.

You have not received the services as described in our terms and conditions.

You request a refund within 10 days of your initial payment, provided you have not used the services extensively during this period.

3. Requesting a Refund

To request a refund, please visit <https://ifertility.au#contact> and select "Request Refund" as your Reason for contact. We will review your request promptly and may ask for additional information to assess your eligibility.

4. Refund Process

Upon approval of your refund request, we will process the refund within 10 business days to the original payment method used during your subscription.

Refunds will be issued in Australian Dollars (AUD) or the currency of your initial payment, depending on your subscription terms.

You will receive an email notification confirming the refund once it has been processed.

5. Refund Exceptions

Please note that the following conditions may impact your eligibility for a refund:

- If you have used our services extensively and beyond the initial 15 days from your first payment, we may provide a partial refund or credit instead of a full refund.
- Refunds will not be issued for any transaction fees incurred during the payment process.
- We do not provide refunds for any third-party services or products integrated or associated with our services.

6. Contact Us

If you have any questions or concerns regarding our refund policy or need assistance with a refund request, please contact our Customer Support Team at <https://ifertility.au#contact>

7. Changes to this Refund Policy

We reserve the right to modify or update this Refund Policy at any time. Any changes will be posted on our website, and the date of the latest revision will be indicated at the top of the policy.