

## **General Terms & Conditions**

The Malta College of Family Doctors welcomes you to [mcfcd.org.mt](http://mcfcd.org.mt). These terms and conditions apply whenever you access the website, on whatever device. The MCFD makes every effort to maintain the accuracy of the information on this website but cannot accept responsibility for any prejudice, loss or damage which may occur from use of the information. The MCFD does not provide quality control of external links; the inclusion of any company's or trader's name within the pages should not be construed as a recommendation of that company's or trader's products and/or services.

By using the website, you are deemed to have accepted these conditions. Commenting on the website requires registration. By completing the initial registration form and by entering your email address and password, you will be deemed to have accepted these terms and conditions. Also, by subscribing to any of our informational services or email notification, you are deemed to have accepted these terms and conditions. Please read our privacy policy. Any changes we make to the terms and conditions will be reflected on this page.

### **Definitions**

'Malta College of Family Doctors' (hereinafter referred to as the 'MCFD') shall refer to the association formed in Malta in terms of its constitution agreement. The MCFD is, in terms of its association agreement, an autonomous academic institution whose principal object is to encourage, foster and maintain the highest possible standards in the specialty of family medicine in Malta and to sustain and improve the professional qualifications of members of the medical profession in Malta who are engaged in family medicine and for that purpose to take or join with others in taking any steps consistent with the nature of that object or which may assist towards the same.

The term membership refers to the membership with the MCFD.

### **Access to Users**

Users of this website may access all the general areas and information which are not restricted or reserved to members only.

All users, shall irrevocably comply with these terms and conditions and the Privacy Policy contained herein.

### **Access to members**

Access to membership areas is via your username and password. We allow you access to the membership areas of the site on the basis that:

- (i) your email address and password are personal to you and may not be used by anyone else to access [mcfcd.org.mt](http://mcfcd.org.mt)
- (ii) you will not do anything which would assist anyone who is not a member to gain access to any membership area
- (iii) you do not maliciously create additional membership accounts for the purpose of abusing the functionality of the site, or other users; nor do you seek to pass yourself off as another user
- (iv) you comply with these terms and conditions.

### **Use of material appearing available on [mcfcd.org.mt](http://mcfcd.org.mt)**

For the purposes of this agreement, "material" means material including, without limitation, articles, medical research, and other associated material, published on the [mcfcd.org.mt](http://mcfcd.org.mt) website. Users and members may download and print any material available to them for personal use. They may make copies of such only personal and non-commercial use.

The information on the site is provided 'as is', 'as available' basis and to the fullest extent permitted by law we do not give or make any warranty or representation of any kind.

We do not warrant the accuracy, adequacy, completeness or timeliness of the information, material or the error-free use of the site.

### **Limitation of Liability**

In no event shall we be liable for any damages, losses or liabilities including without limitation, direct or indirect, special, incidental, consequential damages, losses or liabilities, in connection with your use of the site or your reliance or use or inability to use the informational, materials, publications, on this site.

### **Electronic Informational notifications**

Subscribers to the email/informational notifications shall be receiving such notifications during the course of membership. MCFD takes every reasonable step to make sure that electronic mail sent are virus free. However, you recognize and accept the risks associated with electronic mail which include but are not limited to messages being intercepted, corrupted, lost, destroyed, arriving late or incomplete. MCFD cannot be liable to any damage caused by usage of electronic mail. Therefore, when communication relates to matters of significance or matters on which you want to rely upon, you should always request a hard copy.

Should any member wish to unsubscribe to the email/informational notifications, he may do so by selecting unsubscribe located at the end of each email notification received or by sending an email to support@mcfcd.org.mt

### **Blogging**

The website provides the facility of a blog in which members may discuss certain topics and / or share medical expertise.

In no event shall we be liable for any comment / remark left on the website's blog. The responsibility of the comments / remarks shall lie exclusively with the author of such comment / remark.

### **Information and Confidentiality**

We confirm that where you give us confidential information we shall at all times keep it confidential, except as required by any applicable law or regulation.

You agree that it will be sufficient compliance with our duty of confidentiality for us to take such steps as we, in good faith, think fit to preserve confidential information both during membership.

When MCFD receives a request or an order to disclose information about the member, MCFD shall, provided that by doing so it does not infringe any applicable law, regulation or court order, notify the client that it has received such a request and provide a detailed description of the information which it has been requested to disclose.

### **Intellectual property**

This website is property of the MCFD. Material featured on this website are copyright of MCFD and are covered by the provisions of the Copyright Act, by Maltese laws, policies, regulations and international agreements. This copyright material may be downloaded, displayed, and reproduced in an unaltered form only (retaining this notice) for personal, non-commercial use or for internal circulation within an organisation. Authorisation to reproduce material from sites linked to this website must be obtained from the copyright holder concerned. To obtain permission to reproduce materials from this website, requests and inquiries should be sent by e-mail.

### **Force Majeure**

Force majeure although we will do our best to provide constant, uninterrupted access to mcfcd.org.mt, we do not guarantee this. We accept no responsibility or liability for any interruption or delay.

### **Changes to the Terms and Conditions**

The information, material and content provided in the pages of the Site may be changed at any time without notice. Changes may be made to these Terms and Conditions by us at any time without notice to you by updating the posting of the Terms and Conditions.

### **Governing law & Jurisdiction**

The contract formed by the agreement shall be governed by and interpreted in accordance with the Laws of Malta and it is hereby irrevocably agreed and accepted that the Malta Board of Arbitration shall have exclusive jurisdiction to settle any claim, difference or dispute (including without limitations claims for set-off or counter-claims) which may arise out of or in connection with such contract. Each party irrevocably waives any claim that the action has been brought in an inconvenient forum or to claim that such a forum does not have jurisdiction.

The language of the arbitration proceedings shall be English and the number of arbitrators shall be three (3). Arbitral proceedings shall be held at the premises of the Malta Arbitration Centre.

### **Other**

We aim to always provide you with a fully satisfactory service. If you at any time want to discuss how our service to you can be improved or if you are dissatisfied with any aspect of the service, please raise the matter with the responsible partner specified on the letter of engagement. We undertake to carefully and promptly look into any of your complaints or concerns.