

www.franzmehrfert.com - Website Terms and Conditions

Effective Date: Sep 2025

Jurisdiction: California, United States

1. Acceptance of Terms

By accessing or using this website, you agree to comply with these Terms and Conditions and all applicable laws, including those governing personal consulting services and data privacy.

2. Eligibility

In order to use our website and/or receive our services, you must be at least 16 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

3. Use of Website

You agree to use this website only for lawful purposes and in a manner that does not infringe the rights of, restrict, or inhibit anyone else's use.

4. Commercial Terms for Services

When considering our services, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it; (ii) you enter into a legally binding contract to purchase an item when you commit to buy a service and you complete the check-out payment process.

The prices we charge for using our services are either listed on the website or negotiated via separate direct communication. We reserve the right to change our prices for services displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

The fee for the services and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged on a monthly basis to your payment method.

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

5. Intellectual Property

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Franz Mehrfert and www.franzmehrfert.com. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

6. Third-Party Services

We may link to or integrate with third-party platforms (e.g., payment processors, social media). We are not responsible for their content or practices.

7. Indemnification

You agree to indemnify and hold the website owner harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

8. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Franz Mehrfert or subsidiary owner(s) of this website, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, the website owner(s) assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

9. Right to change and modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review this page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

10. Promotional Emails and Content

You agree to receive from time-to-time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

11. Governing Law

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of California, USA, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Los Angeles, CA. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

12. Customer Support Contact

Please email franz@franzmehrfert.com should you have any questions regarding these Website Terms & Conditions.