**Website owner, the offering, and binding of Terms**

*This website is owned and operated by Mitchell Enterprises These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors management consulting and coaching services. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.*

**Key commercial Terms offered to customers**

*Fees for the services offered on this site will be agreed between the vendor and the purchaser on a case by case basis. The preferred method of pricing agreement to be via an offered and accepted quote produced by the vendor via the website.*

*The timing of service delivery to be agreed between the parties on an and hoc basis. In the event that suitable timing cannot be agreed for all the services to be provided, payment terms should be adjusted pro rata to service delivery or by agreement.*

**Retention of right to change offering**

*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.*

*However, existing service agreements will be honoured by the vendor unless otherwise agreed or amended by the consent of both parties..*

**Ownership of intellectual property, copyrights and logos**

**Sample:**
*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 Mitchell Enterprises.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, with the exception of posting links to site content on Linked in or other social media sites, or via email to your network.*

*You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the website.*

**Indemnification**

Websites must have the ability to seek indemnification from users and customers that cause damages to the website or its owners. The indemnity obligation is usually addressed in the Terms.   The indemnification obligations need to be adjusted and be made fit to the potential exposure of each website according to its specific activities.

**Sample:**
*You agree to indemnify and hold Mitchell Enterprises and its employees, owners or associates 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.*

**Limitation of liability**

*To the maximum extent permitted by applicable law, in no event shall Mitchell Enterprises, its employees, owners or associates 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, Mitchell Enterprises, its employees, owners and associates 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.*

**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 these 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.*

**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.*

**Preference of law and dispute resolution**

*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 Switzerland 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 Zurich.The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.*

**Customer support details & contact info**

*Customers should contact Mitchell Enterprises via the contact details displayed on the site, which will be updated as necessary*