

Website Legal Terms for Michael Hertz Consulting LLC

Effective date: January 1, 2026

Legal entity: Michael Hertz Consulting, a New York limited liability company (the "Company")

Email: info@michaelhertzconsulting.com

This document includes:

- Terms of Use
- Privacy Policy
- Cookie Policy

Non-legal summary of key points set out below

- We collect contact and usage information to operate www.michaelhertzconsulting.com and respond to your requests.
- We use cookies for essential functions and analytics.
- You can manage cookies via our banner and browser settings and opt out of certain sharing.
- We keep data only as long as needed and use reasonable security measures.
- Contact info@michaelhertzconsulting.com to exercise your privacy rights or ask questions.

1) Terms of Use

1.1 Acceptance of these Terms

By accessing or using www.michaelhertzconsulting.com (the "Site"), you agree to these Terms of Use (the "Terms"). If you do not agree, do not use the Site.

1.2 Who we are

The Site is operated by the Company.

1.3 Changes to the Site or Terms

We may update the Site and these Terms from time to time. If we make material changes, we will post a notice on the Site or update the "Effective date" above. Your continued use of the Site means you accept the updated Terms.

1.4 Permitted use

- You may use the Site for your personal or internal business purposes.
- You may not:
 - Use the Site in any unlawful way or violate others' rights.
 - Attempt to interfere with or disrupt the Site's security or operation.
 - Reverse engineer, decompile, or scrape the Site, except as allowed by law.
 - Use automated tools (bots, crawlers) without our prior written consent.
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1.5 No professional advice

Content on the Site is for general informational purposes only. It is not legal, tax, financial, or other professional advice. You should consult a qualified professional for advice tailored to your situation.

1.6 Your content

If you submit or upload content (for example, via a contact form):

- You represent you have the right to share it and it is accurate and lawful.
- You grant us a non-exclusive, worldwide, royalty-free license to use, store, re-produce, and display it for operating the Site and our business.
- Do not submit confidential or sensitive information via the Site unless we ask for it.

1.7 Our content and IP

The Site, including text, graphics, logos, and other content, is owned by us or our licensors and protected by intellectual property laws. You may not copy, modify, or distribute our content without permission.

1.8 Third-party links

The Site may link to third-party sites or services. We are not responsible for their content, policies, or practices. Use them at your own risk.

1.9 No warranty

The Site is provided "as is" and "as available." To the fullest extent allowed by law, we disclaim all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee the Site will be error-free, secure, or available at all times.

1.10 Limitation of liability

To the fullest extent allowed by law:

We are not liable for any indirect, incidental, special, consequential, or punitive damages, lost profits, or data loss, arising out of or related to your use of the Site. Our total liability for any claim related to the Site will not exceed \$100. Some jurisdictions do not allow certain disclaimers or limitations; in those cases, our liability will be limited to the minimum extent permitted by law.

1.11 Indemnification

You will defend, indemnify, and hold harmless the Company and our members, officers, employees, and agents from and against any claims, losses, liabilities, damages, and expenses (including reasonable attorneys' fees) arising from your use of the Site or your violation of these Terms or applicable law.

1.12 Termination

We may suspend or terminate your access to the Site at any time, with or without notice, for any reason. Sections that by their nature should survive termination will survive (including ownership, disclaimers, limitations of liability, and governing law).

1.13 Governing law; venue

These Terms are governed by the laws of the State of New York, without regard to conflicts of law principles. You agree to the exclusive jurisdiction and venue of the state and federal courts located in New York County, New York.

1.14 International use

We operate the Site from the United States and make no representation that it is appropriate or available elsewhere. If you access the Site from outside the U.S., you do so at your own risk and are responsible for complying with local laws.

1.15 Contact

Questions about these terms and conditions should be sent to info@michaelhertzconsulting.com.

2) Privacy Policy

2.1 Overview

This Privacy Policy explains how we collect, use, share, and protect your personal information when you visit the Site or interact with us. "Personal information" means information that identifies, relates to, or can reasonably be linked to an individual or household.

2.2 Information we collect

2.2.1 Information you provide:

- 2.2.1(a) Contact details (name, email, phone, company, job title).
- 2.2.1(b) Messages and inquiries you send us.
- 2.2.1(c) Billing details if you purchase services (handled by our payment processor).

2.2.2 Information we collect automatically:

- 2.2.2(a) Device and usage data (IP address, browser type, operating system, pages viewed, links clicked, referring/exit pages, timestamps).
- 2.2.2(b) Cookie and similar technology data (see Cookie Policy below).

2.2.3 Information from third parties:

- 2.2.3(a) Service providers (e.g., analytics, payment processors).
- 2.2.3(b) Public sources (e.g., professional profiles, company websites).
- 2.2.3(c) Referrals or event partners, if applicable.

We do not intentionally collect sensitive personal information through the Site (such as social security numbers, precise geolocation, health, or biometric data). Please do not submit such information via the Site.

2.3 How we use personal information

We use personal information to:

- 2.3(a) Operate, maintain, and improve the Site.
- 2.3(b) Respond to your inquiries and provide our services.
- 2.3(c) Send transactional messages and administrative notices.
- 2.3(d) Personalize content and measure Site performance.
- 2.3(e) Conduct research, analytics, and trend monitoring.
- 2.3(f) Detect, prevent, and address security or technical issues.
- 2.3(g) Comply with legal obligations and enforce our Terms.

2.4 How we share personal information

We may share information with:

- 2.4(a) Service providers and vendors who help us run the Site and our business (e.g., hosting, analytics, email, customer support, payment processing). They are allowed to use personal information only to provide services to us.
- 2.4(b) Professional advisors (lawyers, accountants, insurers) under confidentiality obligations.
- 2.4(c) Business transfers: in connection with a merger, acquisition, financing, or sale of assets.
- 2.4(d) Legal reasons: to comply with law, legal process, or requests from authorities; to enforce our Terms; or to protect rights, property, or safety.

We do not knowingly “sell” personal information for money. Some laws define “sell” or “share” to include using third-party advertising or analytics. We may use such tools as described in the Cookie Policy and provide ways to opt out where required.

2.5 Your choices and rights

- 2.5(a) Marketing communications: You can unsubscribe using the link in our emails or by contacting us.
- 2.5(b) Cookies and tracking: See the Cookie Policy for how to manage preferences, including opt-outs.
- 2.5(c) Access, correction, deletion: You can request access to, or deletion or correction of, your personal information by emailing info@michaelhertzconsulting.com. We may need to verify your identity and may deny requests where an exception applies.
- 2.5(d) Do Not Track: The Site does not currently respond to browser "Do Not Track" signals. You can use the cookie preferences described below.
- 2.5(e) "Do Not Sell or Share" (where applicable): If you want to opt out of "selling" or "sharing" as defined by certain state privacy laws, use our "Do Not Sell or Share My Personal Information" link in the Site footer or email info@michaelhertzconsulting.com.

If you are an authorized agent making a request on behalf of someone else, please indicate that in your email and provide proof of authorization.

2.6 Children's privacy

The Site is not directed to children under 13, and we do not knowingly collect personal information from children. If you believe a child has provided us personal information, contact us so we can delete it.

2.7 Data retention

We keep personal information for as long as needed for the purposes described in this Policy, to comply with our legal obligations, resolve disputes, and enforce our agreements. Retention periods vary based on the type of data and our legal and business needs.

2.8 Security

We use reasonable administrative, technical, and physical safeguards designed to protect personal information. No method of transmission or storage is completely secure. If you have reason to believe your interaction with us is no longer secure, contact us immediately.

2.9 International data transfers

We are based in the United States. If you access the Site from outside the U.S., your information may be transferred to, stored, or processed in the U.S. or other countries with different data protection laws than where you live.

2.10 Third-party services

Our Site may include links or integrations with third-party services (for example, scheduling tools, payment processors, social media). This Policy does not cover those services. Review their privacy policies before using them.

2.11 Changes to this Policy

We may update this Privacy Policy from time to time. We will post the updated version on the Site and update the “Effective date” above.

2.12 For privacy requests or questions, please contact info@michaelhertzconsulting.com.

3) Cookie Policy

3.1 What are cookies?

Cookies are small files placed on your device when you visit a website. They help the site work, remember your preferences, and understand how you use it. Similar technologies include pixels, tags, and local storage. We call these “cookies” for simplicity.

3.2 Types of cookies we use

3.2(a) Strictly necessary cookies: Required for the Site to function (for example, to load pages or manage cookie preferences). You can't turn these off in our systems.

3.2(b) Functional cookies: Remember your choices (such as language or form inputs).

3.2(c) Performance/analytics cookies: Help us understand how visitors use the Site so we can improve it.

3.2(d) Advertising/targeting cookies (if used): Help deliver relevant ads and measure their effectiveness.

3.3 Cookies we may set or allow

3.3(a) First-party cookies set by us for preferences and security.

3.3(b) Third-party cookies from:

(a) providers (to measure traffic and usage).

(b) embedded content providers (e.g., video, maps, social media).

The specific cookies used may change over time. For up-to-date details, check our cookie banner or preferences center when you visit the Site.

3.4 How to manage cookies

3.4(a) Site controls: Use our cookie banner and preferences center to accept, reject, or customize non-essential cookies.

- 3.4(b) Browser settings: Most browsers let you block or delete cookies. If you block cookies, parts of the Site may not work properly.
- 3.4(c) Mobile settings: Your device may let you limit ad tracking or reset identifiers.
- 3.4(d) Opt-out links (where available): Some third-party analytics and advertising tools offer their own opt-outs.

3.5 Do we use cookies to “sell” or “share” data?

Some state privacy laws treat certain analytics or advertising uses as a “sale” or “share” of personal information.

3.6 Changes to this Cookie Policy

We may update this Cookie Policy. We will post the updated version on the Site and update the “Effective date” above.

4) State-Specific Disclosures (United States)

Depending on where you live, you may have additional rights, such as:

- The right to know the categories of personal information we collect, the purposes for which we use it, and the categories of third parties to whom we disclose it.
- The right to access, correct, or delete personal information, subject to exceptions.
- The right to opt out of certain profiling, targeted advertising, or “selling” or “sharing” of personal information.
- The right to appeal a decision if we deny your request.

To exercise these rights, email info@michaelhertzconsulting.com. We will verify your request, respond within the time required by law, and will not discriminate against you for exercising your rights.

5) Additional Notices

5.1 Accessibility

If you need this Policy in an alternative format, email info@michaelhertzconsulting.com

5.2 Contact for Data Protection: info@michaelhertzconsulting.com