

Terms and Conditions

Last updated: 03.11.2025

These Terms and Conditions ("Terms") govern your use of our website and the services provided by **bmscaling** ("we", "us", "our"), operated by **Bhuvan Mathavu**, based in **Nuremberg, Germany**.

By accessing our website or purchasing our services, you agree to these Terms. Please read them carefully before using our site or engaging our services.

1. Scope

These Terms apply to all visitors, users, and clients of **bmscaling**, including anyone who uses our website, books a consultation, purchases a digital product, or enters into a service agreement with us.

If we enter into a separate written agreement (e.g., a consulting or coaching contract), that agreement will take precedence over these general Terms where there is a conflict.

2. Our Services

bmscaling provides brand consulting, marketing strategy, and digital advisory services primarily for health and wellness brands.

Our services may include but are not limited to:

- Brand positioning and strategy development
- Marketing consulting and performance audits
- Digital advertising and funnel optimization
- Business coaching and training sessions

All services are described on our website or in individual proposals.

3. Booking and Payments

- Services are booked via our website, email, or scheduling tools (e.g., Calendly).
- Payment is due upfront unless otherwise agreed in writing.
- We accept payments through secure third-party processors (e.g., **Stripe**).
- All prices are shown in **Euro (€)** and are **exclusive of VAT** unless otherwise stated.
- Invoices must be paid by the due date indicated. We reserve the right to suspend services for unpaid invoices.

For coaching or consulting packages, payment plans may be offered at our discretion.

4. Cancellations and Refunds

- You may cancel a booked service up to **48 hours before** the scheduled start time for a full refund.
 - Cancellations made less than 48 hours before the appointment may be charged in full.
 - For digital products or downloadable materials, refunds are **not available** once access has been granted.
 - If we need to cancel or reschedule a session, we will notify you promptly and offer an alternative date or full refund.
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5. Use of Website and Content

All content on our website, including text, graphics, logos, images, and materials, is owned by or licensed to **bmscaling** and protected by copyright laws.

You may view, download, and print materials for personal or business use related to our services, but you **may not**:

- Republish, sell, or redistribute content from this website;
- Use our materials to create competing services;

- Misrepresent our content or brand in any way.
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6. Client Responsibilities

By engaging our services, you agree to:

- Provide accurate and complete information necessary for us to perform our services;
- Cooperate in a timely and professional manner;
- Comply with applicable laws, including advertising and data protection rules related to your business.

We are not responsible for results or outcomes if you fail to implement agreed recommendations or provide incomplete information.

7. Disclaimer

We provide consulting and strategy services — we do **not guarantee specific financial, business, or health outcomes**.

Any results mentioned in case studies or testimonials are examples and not promises of future performance.

Our services are not medical, legal, or financial advice.

You are responsible for verifying that any strategy we recommend is suitable and compliant with your business and jurisdiction.

8. Limitation of Liability

To the fullest extent permitted by law:

- We are not liable for any indirect, incidental, or consequential damages (including loss of profits, business, or data) arising from your use of our website or services.
- Our total liability for any claim under these Terms shall not exceed the total amount paid by you for the service in question.

Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded by law.

9. Confidentiality

We treat all client information and project details as confidential.

We will not disclose your information to third parties without your consent, except as required by law or to perform our services (e.g., using trusted processors such as Stripe or ActiveCampaign).

10. Data Protection

We comply with the **EU General Data Protection Regulation (GDPR)**.

For details on how we handle personal data, please refer to our **Privacy Policy**.

11. Intellectual Property

All materials, frameworks, templates, and strategies shared during our consulting or training sessions remain the intellectual property of **bmscaling** unless otherwise agreed in writing.

You receive a non-exclusive, non-transferable license to use these materials for your own internal business purposes only.

12. Termination

Either party may terminate a service engagement in writing if the other party materially breaches these Terms or any separate agreement.

Upon termination, you must pay for all services completed up to the termination date.

13. Governing Law and Jurisdiction

These Terms are governed by the laws of **Germany**.

Any disputes arising in connection with these Terms shall be subject to the **exclusive jurisdiction of the courts of Berlin, Germany**.

If you are a consumer resident in the EU, you may also be entitled to bring proceedings in your home jurisdiction under EU consumer protection law.

14. Changes to These Terms

We may update these Terms from time to time.

Any updates will be posted on this page with a new “last updated” date.

Your continued use of our website or services after such changes constitutes your acceptance of the new Terms.

15. Contact

If you have any questions about these Terms, please contact:

Email: bxmathavu@gmail.com

Business name: bmscaling

Operator: Bhuvan Mathavu

Based in: Nuremberg, Germany