

MASTER TERMS AND CONDITIONS

Business-to-business services

Version 6.1 | Effective 12 July 2026

PROCESS LABS AI SOLUTIONS LIMITED

Process Labs AI Solutions Limited (Company No. 17036074), registered in England and Wales. Registered office: 64 Nile Street, London, England, N1 7SR. ICO Registration: ZC094994.

IMPORTANT: These Terms apply only where the Customer enters the Agreement wholly or mainly for purposes relating to its trade, business, craft or profession. They are not consumer terms.

Key facts summary

- ProcessLabs provides paid website, SEO and AI-readiness audits, website design and improvement, digital consultancy, enquiry capture, integrations, content and reporting services, and managed AI and automation services.
- The exact scope, Deliverables, timetable, Fees and incorporated Service Schedule are set out in the Order and any Statement of Work.
- Recommendations and AI outputs require appropriate human judgement. ProcessLabs does not guarantee rankings, traffic, enquiries, conversions, revenue, savings, compliance or any other business outcome.
- Third-party platforms, search engines, AI providers, hosting, plugins and APIs can change or fail outside ProcessLabs' control.
- The Customer contracts with the Company only. No director, employee or contractor assumes personal contractual liability.
- The liability provisions in clause 18 are material terms and should be read before signing an Order.

1. Definitions and interpretation

1.1 In the Agreement:

“Agreement” means the contract comprising the Order, these Terms, any SOW, applicable Service Schedule, DPA and policies expressly incorporated in the Order.

“Audit Services” means website, SEO, AI-search readiness, user-experience, conversion, content, performance, analytics, accessibility, privacy, cookie, security, marketing or related review services scoped in an Order.

“Business Day” means a day other than Saturday, Sunday or a public holiday in England.

“Customer Data” means data, content, materials, credentials, instructions and information supplied by or for the Customer or accessed on its behalf.

“Deliverable” means a report, design, website, configuration, workflow, document, content item or other output expressly identified in the Order or SOW.

“DPA” means the Company’s Data Processing Agreement incorporated where the Company processes Personal Data as processor for the Customer.

“Fees” means the charges set out in the Order, including usage charges and agreed third-party costs.

“Order” means an order form, proposal or online order expressly accepted by both parties and identifying the Services.

“Services” means the services described in the Order, including Audit Services, website and digital services, consultancy, content, reporting, enquiry capture, integrations, support, and AI or automation managed services.

“Service Schedule” means the service-specific terms selected in the Order.

“SOW” means a Statement of Work describing detailed scope, dependencies, stages and acceptance criteria.

“Third-Party Service” means any platform, software, model, API, hosting, domain, plugin, telephony, payment, search-engine or other third-party product used with the Services.

1.2 References to law include amendments and replacements. “Including” does not limit the words before it.

Headings do not affect interpretation. Written form includes email, except where signature is expressly required.

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2. Contract formation and precedence

2.1 An Order is an offer by the Customer to buy the Services on the Agreement. The contract forms when the Company signs or otherwise expressly accepts the Order.

2.2 The Agreement applies to the exclusion of terms proposed by the Customer unless expressly accepted by a Company director in writing.

2.3 Conflict order: (a) Order; (b) SOW; (c) DPA for data-protection matters; (d) applicable Service Schedule; (e) these Terms; (f) Acceptable Use Policy; (g) Support Policy. A higher document varies a lower one only to the extent of the conflict.

2.4 The person accepting for the Customer warrants that they have authority to bind it.

3. Company-only contracting and no personal obligation

3.1 The Customer contracts solely with Process Labs AI Solutions Limited. No director, shareholder, employee, consultant or subcontractor enters the Agreement personally or assumes a personal duty of care or contractual liability.

3.2 Each person referred to in clause 3.1 may enforce that clause under the Contracts (Rights of Third Parties) Act 1999. Nothing excludes liability that the law does not permit to be excluded, including a person's own fraud or fraudulent misrepresentation.

4. Services and standard of performance

4.1 The Company shall perform the Services with reasonable skill and care.

4.2 Scope is limited to the Order and SOW. Anything else is excluded and requires an agreed change.

4.3 Dates are estimates unless the Order expressly states that a date is fixed. The Company is not responsible for delay caused by Customer dependency or Third-Party Service.

4.4 Technology, search systems and AI are evolving. The Company may make non-material technical changes that do not materially reduce the contracted service. A material scope change requires agreement or the rights in clause 21.

4.5 Monitoring may be automated, periodic, sample-based or issue-led. It does not mean every output, page, call, message or workflow is manually reviewed unless the Order says so.

5. Orders, SOWs and change control

5.1 Each Order is a separate contract under these Terms unless stated otherwise.

5.2 Either party may propose a change. No change is binding until scope, impact, Fees and timing are agreed in writing. The Company may pause affected work while a change is assessed.

5.3 Work reasonably required because Customer information was incomplete or inaccurate, a dependency changed, or a Third-Party Service changed is a chargeable change.

6. Customer responsibilities

- Provide timely, accurate, complete and lawful instructions, content, access, decisions and approvals.
- Obtain all rights, permissions, lawful bases and licences required for Customer Data and the intended use of the Services.

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- Use secure access methods, least-privilege permissions and appropriate account controls.
- Review Deliverables and automated outputs before relying on, publishing or deploying them.
- Maintain backups, human oversight, alternative contact routes and business continuity appropriate to the risk.
- Test changes in an appropriate environment and obtain legal, regulatory, accessibility, cyber, tax or other specialist advice where required.
- Comply with the Agreement, applicable law and Third-Party Service terms.

6.2 The Company may rely on Customer Data and instructions without independent verification unless verification is expressly in scope. The Company is not liable to the extent loss results from inaccurate, incomplete, unlawful or late Customer input or failure to follow a documented recommendation or warning.

7. AI, automation and professional boundaries

7.1 AI and automated tools can produce incomplete, inaccurate, inconsistent or unexpected output. The Customer must apply proportionate human review and must not treat output as fact solely because it was generated by technology.

7.2 Unless expressly agreed with suitably qualified professionals, the Services do not provide legal, regulatory, medical, financial, tax or accounting advice; formal accessibility or cyber certification; penetration testing; or any other regulated professional service.

7.3 No outcome is guaranteed, including ranking, indexing, availability, traffic, enquiries, leads, conversions, bookings, revenue, savings, compliance, security, accessibility or return on investment.

8. Third-Party Services

8.1 The Customer acknowledges that Services may depend on Third-Party Services. The Company does not control their availability, security, price, terms, algorithms, interfaces or continued functionality.

8.2 The Company shall use reasonable care in selecting and configuring Third-Party Services it supplies, but is not responsible for their independent act, omission, outage or change except to the extent directly caused by the Company's breach of the Agreement.

8.3 The Customer must maintain required third-party licences and comply with applicable provider terms. A provider term binds the Customer only to the extent relevant to its access to or use of that Third-Party Service and only where the term, or a stable link to it, is identified in the Order, SOW, Third-Party Provider and Flow-Down Terms Register, or otherwise notified before the Customer authorises activation or continued use. Provider terms do not expand the Company's own obligations or give a provider direct enforcement rights unless expressly stated.

8.4 A Third-Party Service may change its terms. Where the Company becomes aware of a change materially affecting the Customer's use, cost, data processing or risk, it shall give reasonable notice where practicable. Updated provider terms bind the Customer only to the extent required for continued use and from the notified effective date. If a change is materially adverse, the Customer cannot reasonably comply, and no reasonable substitute is available, the Customer may terminate the affected Service before the change takes effect without an early termination charge. The Company shall refund prepaid Fees for the undelivered affected period, subject to clause 18.

8.5 If a material Third-Party Service becomes unavailable or commercially impracticable, the Company may propose a reasonable substitute or change. If no reasonable substitute is available, either party may terminate the affected Service on written notice, with a pro-rata refund of prepaid Fees for the undelivered affected period as the Customer's sole contractual remedy, subject to clause 18.

9. Fees, VAT and payment

9.1 Fees and payment dates are in the Order. Unless stated otherwise, one-off work is payable before work starts and recurring Fees are payable monthly in advance.

9.2 Fees exclude VAT and unavoidable third-party charges unless expressly included. The Customer must pay without set-off, deduction or counterclaim except where the law requires.

9.3 Once substantive one-off work begins, Fees paid are non-refundable except for the Company's material breach or where the Agreement expressly provides otherwise. This does not remove an accrued legal remedy.

9.4 Overdue sums bear statutory interest and recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 where applicable. The Company may suspend under clause 20 after notice.

9.5 Recurring Fees may increase annually on 30 days' notice by the higher of CPI or RPI. Other increases require 60 days' notice; if materially above that measure, the Customer may terminate the affected rolling Service before the increase takes effect without an early termination charge.

10. Customer delay and cancellation

10.1 Customer delay does not postpone invoicing where the Company has reserved capacity or is ready and able to perform. Timetables move by at least the period of delay and may be rescheduled around other commitments.

10.2 If the Customer cancels one-off work without Company breach, it must pay for work performed, reserved capacity that cannot reasonably be redeployed, and non-cancellable third-party commitments, capped at the remaining Fees for that work.

11. Acceptance

11.1 Acceptance criteria and review period are stated in the Order or SOW. If none is stated, the Customer has five Business Days after delivery to identify in writing a material failure to meet the agreed scope.

11.2 The Deliverable is accepted on the earliest of written acceptance, operational use or expiry of that period without a valid notice. Latent defects remain subject to the Agreement.

11.3 Minor defects, preferences and out-of-scope requests do not prevent acceptance. The Company shall correct a verified material non-conformity within a reasonable time.

12. Intellectual property

12.1 Each party retains its pre-existing intellectual property. The Company retains its methods, templates, prompts, know-how, reusable components, libraries, workflows and tools, including improvements developed while providing the Services.

12.2 On full payment, the Customer receives the Deliverable rights stated in the relevant Service Schedule. No right transfers before full payment.

12.3 Third-party materials remain subject to their licences. The Company cannot grant rights it does not own.

12.4 The Customer grants the Company a non-exclusive, limited licence to use Customer Data solely to perform, secure and administer the Agreement and comply with law. The Company shall not use Customer Data to train or fine-tune a general-purpose AI model.

12.5 The Customer warrants that Company use of Customer Data as instructed will not infringe third-party rights or law.

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13. Confidentiality

13.1 Each party shall protect the other's non-public commercial, technical and personal information using reasonable care and use it only for the Agreement. Disclosure is permitted to personnel, professional advisers and subcontractors who need it and are bound by confidentiality, or where required by law.

13.2 This clause does not apply to information lawfully public, already known without restriction, independently developed, or lawfully received from another source.

13.3 Confidentiality continues for five years after termination, and indefinitely for trade secrets and Personal Data while protected by law.

14. Data protection

14.1 Each party shall comply with applicable data-protection law, including the UK GDPR, Data Protection Act 2018, Privacy and Electronic Communications Regulations 2003 and Data (Use and Access) Act 2025 as amended.

14.2 Each party is an independent controller for personal data it processes for its own contracting, billing, security, legal compliance and business records. Where the Company processes Personal Data solely on the Customer's documented instructions, the DPA applies and the Customer is controller and the Company processor. Legal status depends on actual activity, not label alone.

14.3 The Customer remains responsible for its lawful basis, notices, consent where required, data minimisation and instructions. The Company remains responsible for its direct statutory obligations.

15. Security

15.1 Each party shall maintain technical and organisational measures appropriate to the risks within its control. No system is completely secure and the Company does not warrant absolute security.

15.2 The Customer must promptly notify suspected compromise of access supplied for the Services. The Company may suspend affected access while investigating a credible security risk.

16. Warranties and disclaimers

16.1 Each party warrants authority to enter the Agreement. The Company warrants only the express standard in clause 4.1 and any express warranty in the Order.

16.2 To the fullest extent permitted by law, all other implied terms, conditions and warranties are excluded. Nothing excludes an implied term that cannot lawfully be excluded.

17. Indemnity

17.1 The Customer shall indemnify the Company against third-party claims, regulatory costs and reasonable legal expenses arising from Customer Data, Customer instructions or Customer use of the Services infringing rights or law, except to the extent caused by the Company's breach or negligence.

17.2 The indemnified party must give prompt notice, reasonable cooperation and control of defence to the indemnifying party, provided no settlement admits liability or imposes non-monetary obligations on the indemnified party without consent.

18. Limitation of liability

18.1 Nothing limits liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; deliberate default; the Customer's obligation to pay Fees; or any liability that cannot lawfully be limited.

18.2 Subject to clause 18.1, neither party is liable for indirect or consequential loss, or loss of profit, revenue, anticipated savings, business opportunity, goodwill or reputation. This applies whether the loss is direct or indirect, but does not exclude Fees properly refundable or reasonable direct cost of correcting a Deliverable where the Company is in breach.

18.3 Subject to clauses 18.1 and 18.2, the Company's aggregate liability arising from an Order shall not exceed the Liability Cap stated in that Order. If none is stated, the cap is the total Fees paid or payable under the affected Order during the 12 months immediately before the event giving rise to the claim, or for an Order lasting less than 12 months, the total Fees paid or payable under that Order.

18.4 The parties agree that the Fees reflect this allocation of risk. The Customer may request a higher cap before signing, subject to agreement, additional Fees and available insurance.

18.5 Claims arising from the same or connected events are one claim. Nothing in this clause relieves either party of its duty to mitigate loss.

19. Insurance

19.1 Each party shall maintain insurance reasonably appropriate to its business and obligations. Any specific Company insurance commitment must be stated in the Order; no insurance level is represented merely by these Terms.

20. Suspension

20.1 The Company may suspend affected Services: immediately for unlawful use, material security threat, prohibited use or risk to a provider or third party; or after at least seven days' notice for overdue payment or remediable material breach not cured in that period.

20.2 Suspension must be proportionate where practicable. Fees continue where suspension results from Customer breach, dependency or non-payment.

21. Term and termination

21.1 The term and convenience notice are in the Order. If none is stated for a recurring Service, it continues monthly until either party gives 30 days' notice.

21.2 Either party may terminate immediately by written notice if the other commits a material breach that cannot be remedied or fails to remedy a remediable material breach within 14 days after notice, or enters specified insolvency proceedings.

21.3 During a fixed Initial Term, convenience termination does not remove Fees due for the remaining term, less costs the Company reasonably avoids. This is a primary payment obligation and not a penalty, subject to applicable law.

22. Consequences of termination

22.1 Accrued rights and payment obligations continue. The Customer must cease use of unpaid Company materials. Each party shall return or delete Confidential Information on reasonable request, subject to law, backups and the DPA.

22.2 Clauses intended by nature to continue survive, including clauses 3, 9, 12 to 18, 22, 27 and 31.

23. Publicity

The Company may not use the Customer's name, logo, testimonial, audit result or case study publicly without prior written permission. Permission may be withdrawn for future use on reasonable notice, but not for material already lawfully printed or committed.

24. Subcontracting, assignment and non-solicitation

24.1 The Company may use suitably qualified subcontractors and remains responsible for its contractual obligations. Data-processing subcontractors are governed by the DPA.

24.2 Neither party may assign the Agreement without the other's consent, not to be unreasonably withheld, except the Company may assign to a group company or purchaser of substantially all relevant business on notice, provided this does not materially reduce Customer protection.

24.3 During the Agreement and for six months after it ends, neither party shall knowingly solicit for employment personnel materially involved in delivery, except through a general recruitment campaign. This restriction does not prevent a person responding independently.

25. Force majeure

Neither party is liable for delay caused by an event beyond reasonable control, excluding payment obligations. The affected party shall notify, mitigate and resume promptly. Either party may terminate an affected Service if the event continues for 30 days, with a pro-rata refund of prepaid undelivered Fees.

26. Independent contractors

The parties are independent contractors. Nothing creates employment, agency, partnership, fiduciary relationship or joint venture. Neither party may bind the other.

27. Entire agreement and reliance

The Agreement is the entire agreement about its subject matter. Each party acknowledges it has not relied on a statement not recorded in the Agreement, but nothing excludes fraud or fraudulent misrepresentation. Pre-contract information expressly included in the Order remains binding.

28. Changes to terms, waiver and severance

28.1 The Company may update these Terms, a Service Schedule or a policy for future Orders and renewals. The version accepted with an existing Order continues to govern that Order except as permitted below or agreed in writing.

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28.2 For an existing recurring Service, the Company may make a reasonable update where necessary to reflect law, regulation, binding regulator guidance, security risk, a Third-Party Service requirement, changed functionality or a genuine operational requirement. The Company shall normally give at least 30 days' notice of a material change, but may make an urgent legal or security change sooner with as much notice as reasonably practicable.

28.3 An update must not retrospectively increase Fees, extend an Initial Term, materially reduce a core paid Service or materially increase the Customer's liability without express agreement, unless the change is strictly required by law or a Third-Party Service essential to delivery. If such a required change is materially adverse and no reasonable substitute is available, the Customer may terminate the affected recurring Service before it takes effect without an early termination charge.

28.4 Non-material administrative, drafting, contact, security or operational updates take effect on the notified date. Continued use after that date constitutes acceptance only where the update does not require express agreement under clause 28.3.

28.5 No other contractual variation is binding unless recorded in writing by authorised representatives. Failure to enforce is not waiver. Invalid wording shall be adjusted to the minimum extent necessary and the remainder continues.

29. Notices

Notices must be sent by email to the notified contract contact or by prepaid post to the registered or principal office. Email is received on the next Business Day after sending unless a delivery failure is received. Service of legal proceedings is excluded from this email rule.

30. Third-party rights

Except for clause 3 and any right expressly stated, no third party may enforce the Agreement under the Contracts (Rights of Third Parties) Act 1999.

31. Governing law and jurisdiction

The Agreement and non-contractual obligations are governed by English law. The courts of England and Wales have exclusive jurisdiction. Before proceedings, senior representatives shall attempt in good faith for 14 days to resolve the dispute, without preventing urgent relief or limitation protection.