

# TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions (the “Agreement”) govern the website development and related services provided by **ZEAK Labs Limited** (“ZEAK Labs”) to the Client. By engaging ZEAK Labs for website development services, the Client agrees to comply with and be bound by the following terms.

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## 1. Introduction

- **Company Details:** ZEAK Labs Limited, registered in England and Wales, company number 14793241, with its registered office at Unit 29, Highcroft Industrial Estate, Enterprise Road, Waterlooville, England, PO8 0BT.
- **Scope:** These Terms and Conditions apply to all website development, maintenance, and support services provided by ZEAK Labs to the Client.

## 2. Definitions

- **Developer:** ZEAK Labs Limited (ZEAK Labs).
- **Client:** The individual, company, or entity engaging ZEAK Labs for services.
- **Services:** Website development, design, and related services as outlined in the project proposal.
- **Deliverables:** The tangible elements of the website project provided to the Client by ZEAK Labs, as defined in the project scope.

## 3. Services Provided

ZEAK Labs provides a full suite of professional web services designed to support clients in establishing a strong, engaging, and effective online presence. The services in each project are outlined in the project proposal and customised to meet the client’s specific needs. Services typically include, but are not limited to, the following:

- **Project Scope:** ZEAK Labs agrees to deliver the services and deliverables specified in the project proposal, which may encompass:
  - **Website Design:** Creating a fully customisable, visually engaging, and user-friendly design tailored to the client’s branding and target audience.
  - **Website Development:** Building a functional, responsive, and high-performance website using the latest development practices. This may include custom coding, third-party integrations, e-commerce setup, and content management system (CMS) integration.
  - **Content Integration:** Incorporating client-provided content (text, images, video) into the website in a structured, accessible, and aesthetically appealing format. Content is formatted to align with the site’s design and ensure consistency across pages.
  - **Testing and Quality Assurance:** Conducting comprehensive testing for functionality, compatibility, and responsiveness across devices and browsers, including debugging and optimisation to ensure a seamless user experience.
- **Revisions:** The project includes a specified number of revisions to design and development elements within the original project scope. Revisions include minor adjustments and corrections as requested by the client. Any additional revisions or requests that go beyond the agreed scope, such as structural changes, major design reworks, or additional pages/features,

may be subject to extra charges. ZEAK Labs will discuss these changes and fees with the client in advance, providing a written agreement to outline any revised scope.

- **Exclusions and Additional Services:** As a comprehensive web agency, ZEAK Labs offers a wide range of services. However, certain services may be considered outside the scope of a specific project unless explicitly stated in the project proposal. Such excluded services may include:
  - **SEO (Search Engine Optimisation):** Advanced SEO strategies (beyond basic on-page optimisation) are available as an add-on service. This includes keyword research, content optimisation, backlinking, and ongoing SEO monitoring.
  - **Content Creation:** The creation of new content, such as copywriting, blog posts, and multimedia content (e.g., videos, infographics), is not included unless specified. ZEAK Labs can assist with content strategy and creation as a separate service.
  - **Ongoing Maintenance and Support:** While the project scope includes initial setup and testing, continuous maintenance, updates, security monitoring, and technical support are offered through our Monthly Technical Support Package (MTSP). ZEAK Labs provides several MTSP options for clients needing ongoing support post-launch.
  - **Advanced Integrations and Custom Solutions:** Complex integrations with third-party platforms, custom application development, and bespoke solutions beyond standard website functionality are available but may require a separate service agreement.
- **Comprehensive Service Approach:** ZEAK Labs takes a collaborative, client-centric approach to each project, ensuring that all services delivered align with the client's business goals and target audience. In addition to core services, ZEAK Labs can provide tailored recommendations on best practices, digital marketing, analytics, and future scalability to help clients maximise their website's impact.
- **Third-Party Tools and Licences:** Any licences or subscriptions required for third-party software, plugins, or platforms (such as premium plugins, analytics tools, or e-commerce solutions) are typically the responsibility of the client unless otherwise specified. ZEAK Labs will advise on recommended tools and assist with their integration, ensuring compatibility with the project's overall goals.

## 4. Client Responsibilities

To ensure the timely and effective completion of the project, the Client agrees to fulfil the following responsibilities as part of their engagement with ZEAK Labs:

- **Provision of Content:**
  - The Client is responsible for supplying all necessary content, including text, images, videos, branding assets (such as logos and colour schemes), and any other materials required for the website.
  - Content should be provided in the agreed formats and within the timeline specified in the project proposal to avoid project delays. The Client must respond to queries and provide feedback within three (3) business days to avoid delays. Failure to adhere to this timeframe may result in timeline extensions or additional fees if resource reallocation is necessary.
- **Access to Third-Party Services:**
  - The Client must provide ZEAK Labs with timely access to any relevant third-party services or accounts required to complete the project, such as:

- **Domain Registrars:** Access to the client's domain settings to ensure proper linking and setup with the new website.
  - **Hosting Providers:** Access to hosting accounts, if the hosting is not managed by ZEAK Labs, for setting up, testing, and deploying the website.
  - **Third-Party Plugins or Applications:** Access to plugins, applications, analytics tools, or other services the Client wants to integrate into the website.
- Failure to provide timely access to these accounts or services may result in delays and may require additional fees if further configuration or troubleshooting is needed as a result.
- **Timely Communication and Feedback:**
  - The Client must remain available for communication, responding to queries, feedback requests, and approvals within a reasonable timeframe (typically within 2-3 business days unless otherwise agreed).
  - **Feedback and Approvals:** ZEAK Labs follows an iterative approach, and client feedback is essential at various stages of the project, including design approval, content placement, and final testing. Delays in providing feedback or approvals may result in project timeline extensions or rescheduling.
  - **Point of Contact:** The Client should designate a primary point of contact who is authorised to make decisions and communicate approvals. This point of contact should be consistently available throughout the project to streamline communication.
- **Intellectual Property Compliance:**
  - The Client is responsible for ensuring that all content, assets, and materials provided to ZEAK Labs for use on the website are free from third-party claims, such as copyright or trademark infringements.
  - ZEAK Labs will not be held liable for any legal disputes arising from the use of unlicensed or unauthorised content provided by the Client. If such content is identified, the Client must replace or modify it to comply with intellectual property laws.
- **Adherence to Project Schedule:**
  - To maintain the project timeline, the Client agrees to adhere to any milestones or deadlines outlined in the project proposal. This includes providing deliverables, content, approvals, and feedback in line with the schedule.
  - ZEAK Labs reserves the right to adjust the project timeline if delays occur due to unmet Client responsibilities. If significant delays are caused by the Client, additional fees may be incurred for rescheduling or reallocating resources to accommodate the adjusted timeline.

## 5. Fees, Payments & Taxes

- **Project Fee:**
  - The total project fee will be specified in the project proposal and is based on the scope of services, timelines, and deliverables agreed upon by ZEAK Labs and the Client.
  - The project fee covers only the services and deliverables explicitly listed in the proposal. Any additional requests or changes to the scope after the project begins may incur extra charges and will be discussed with the Client beforehand.
- **Payment Schedule:**
  - Payments are to be made according to the schedule outlined in the project proposal, typically divided into instalments. The typical schedule may include:

- **Initial Deposit:** A non-refundable deposit (usually a percentage of the total project fee) is required to secure ZEAK Labs' services and initiate the project.
  - **Milestone Payments:** For larger projects, additional payments may be due upon the completion of specific milestones or phases (e.g., design approval, development completion).
  - **Final Payment:** The remaining balance is due upon project completion, prior to the website's final handover or launch.
- All payments must be made in GBP and through the payment methods specified by ZEAK Labs, such as bank transfer, credit card, or other approved payment channels.
- Failure to adhere to the payment schedule may result in project delays or suspension of services until the outstanding balance is cleared.
- **Late Payments:**
  - If payment is not received within 5 days of the due date, ZEAK Labs reserves the right to charge interest on overdue payments at a rate determined by applicable statutory regulations.
  - Persistent failure to make timely payments may lead to project suspension or termination, with the Client liable for all work completed to date. ZEAK Labs may withhold deliverables, administrative access, or rights to the website until all outstanding payments are made in full.
- **Additional Fees:**
  - The project fee is based on the initial project scope and specifications. Any changes to the project scope, such as additional pages, features, or substantial revisions beyond the allotted rounds, will incur additional fees.
  - These fees will be discussed with the Client in advance, with a written agreement to confirm the scope and associated costs for any new requests or modifications.
- **Taxes and Additional Charges:**
  - All fees quoted are exclusive of VAT, sales tax, or other applicable taxes, which are the Client's responsibility.
  - The Client is responsible for any additional charges arising from third-party services, software licences, or other resources used in the project as agreed (e.g., premium plugins, third-party integrations). ZEAK Labs will inform the Client of any such costs in advance and seek approval prior to incurring these expenses.
- **Refund Policy:**
  - Due to the nature of website development services, payments made are generally non-refundable. If the Client chooses to terminate the project after it has begun, the Client will be liable for the cost of all completed work up to the point of termination, and any outstanding payments will become due immediately.
  - Any refunds or adjustments to fees will be considered at ZEAK Labs' discretion and in line with the specific circumstances of the project.

## 6. Intellectual Property and Licensing

- **Licence Grant:**
  - Upon receipt of the final payment, ZEAK Labs grants the Client a non-exclusive, perpetual licence to use the custom coding, fonts, design elements, and any other intellectual property created specifically for the website, limited to use on the agreed domain specified in the project scope.

- This licence allows the Client to operate, display, and update the website independently on the designated domain but does not confer ownership of the underlying code, assets, or design elements, which remain the property of ZEAK Labs.
  - ZEAK Labs retains the right to reuse general code elements, non-custom tools, templates, or components in other projects, provided these do not directly replicate the Client's website or compromise the Client's unique design and functionalities.
  - ZEAK Labs retains the right to revoke this licence from the client at the discretion of ZEAK Labs Limited.
- **Usage Limitation:**
    - This licence is expressly limited to the use of the developed website on the specified domain. Any replication, redistribution, sublicensing, or expansion of use outside the specified domain (e.g., deployment on additional domains, subdomains, or third-party websites) is strictly prohibited without prior written consent from ZEAK Labs.
    - If the Client wishes to expand the scope of the licence, ZEAK Labs will review the request and may issue a revised agreement with any associated fees or requirements.
    - ZEAK Labs reserves the right to monitor compliance with this licence and may revoke it if terms are violated, subject to written notice to the Client.
- **Third-Party Components:**
    - Any third-party components, such as stock images, icons, plugins, or integrations used in the project, are governed by their respective original licences, which may impose specific usage rights and restrictions.
    - ZEAK Labs will inform the Client of any relevant third-party licence requirements and, where possible, provide documentation detailing permitted use. The Client is responsible for adhering to these third-party licences and for renewing or managing licences for any third-party assets as required.
    - In cases where a third-party licence requires additional fees or annual renewals, these will be the Client's responsibility unless otherwise specified in the project agreement.
- **Copyright and Portfolio Use:**
    - While the Client is granted a licence for use, ZEAK Labs retains ownership of the intellectual property created for the website, including design, code, and custom assets, and reserves the right to feature the project within its portfolio, promotional materials, or case studies. This may include screenshots, descriptions, and non-sensitive project details unless otherwise agreed in writing.
    - If the Client wishes to withhold the project from ZEAK Labs' portfolio, this must be communicated and agreed upon before project commencement.
- **Protection and Compliance:**
    - The Client is responsible for ensuring that the content and assets they provide to ZEAK Labs do not infringe upon any third-party intellectual property rights. ZEAK Labs will not be held liable for legal disputes arising from unauthorised or unlicensed content provided by the Client.
    - ZEAK Labs will make reasonable efforts to protect the Client's proprietary content and intellectual property within the scope of the project but cannot be held liable for unauthorised access, copying, or misuse of licensed materials once the website is live.

## 7. Timeline and Delivery

- **Estimated Timeline:**
  - ZEAK Labs will strive to complete and deliver the project within the timeframe outlined in the project proposal, which will include specific phases such as design, development, content integration, and testing.
  - This timeline assumes that the Client will provide all required content, information, feedback, and approvals in a timely manner as agreed.
  - If there are delays in receiving necessary resources or responses from the Client, ZEAK Labs reserves the right to adjust the project timeline accordingly. The Client will be notified of any such changes and, where possible, provided with an updated schedule.
  - Major delays or repeated postponements due to the Client's lack of timely input may incur additional fees, which will be discussed and agreed upon prior to any adjustments being made.
- **Milestone-Based Phases:**
  - The project may be divided into milestone-based phases, with the Client's approval required at each phase before proceeding to the next. This typically includes stages such as:
    - Initial Design Approval: A preliminary design concept provided for the Client's feedback.
    - Development Phase: Coding and integration of approved designs.
    - Content Integration: Placement of provided content in alignment with the approved layout and structure.
    - Final Testing and Optimisation: Ensuring full functionality, compatibility, and responsiveness across devices and browsers.
    - Each milestone is an opportunity for the Client to review and approve work, and any changes beyond this stage may incur additional costs or delays.
- **Acceptance Testing:**
  - Upon completion of the project, ZEAK Labs will conduct a final review and quality assurance to confirm that the website meets the agreed specifications.
  - The Client will then enter an Acceptance Testing Period (typically lasting 14 days unless otherwise agreed) to review the website and identify any issues or adjustments within the scope of the original project agreement.
  - During this period, the Client may request minor adjustments or corrections that align with the agreed-upon scope, which ZEAK Labs will address at no additional cost. Major modifications or requests outside the initial scope may require a separate agreement and could incur additional fees.
- **Final Approval and Launch:**
  - At the end of the Acceptance Testing Period, the Client will either:
    - Approve the Website: Indicating that all work meets their expectations and is ready for final handover or launch, or
    - Request Final Adjustments: Providing feedback on any remaining issues, which ZEAK Labs will address promptly within the scope.
  - Upon approval, ZEAK Labs will assist with the launch of the website, transferring full administrative access to the Client as per the agreed licence terms.
  - If the Client fails to provide feedback within the Acceptance Testing Period, the website will be considered finalised and approved as delivered, with no further adjustments required unless part of a separate support agreement.

- **Post-Launch Support:**
  - Once the website is live, any additional support, updates, or modifications will be considered outside the initial project scope and will be subject to the terms of the Monthly Technical Support Package (MTSP) or other relevant support agreements.
  - ZEAK Labs remains available to discuss ongoing support options tailored to the Client's evolving needs.

## 8. Hosting and Ongoing Support

- **Website Hosting:**
  - The Client is responsible for selecting, securing, and maintaining their website hosting plan, ensuring it meets the performance, security, and capacity needs of the website.
  - ZEAK Labs may assist with hosting setup or recommend hosting providers if requested; however, final responsibility for hosting selection, payments, and renewals rests with the Client.
  - ZEAK Labs is not liable for hosting provider issues, such as performance, downtime, or security, and any support required for such issues may incur additional charges.
- **Monthly Technical Support Package (MTSP):**
  - ZEAK Labs offers customisable Monthly Technical Support Packages (MTSP) tailored to the specific needs and preferences of each Client. The packages are designed to provide regular support, updates, and minor modifications post-launch.
  - Typical MTSP options may include, but are not limited to:
    - Up to three rounds of revisions per quarter at a set monthly rate, suited for clients needing occasional updates or minor adjustments.
    - Unlimited rounds of revisions per quarter at a higher monthly rate, ideal for clients who anticipate regular updates or more extensive modifications.
  - The precise structure, scope, and rates of the MTSP options are determined based on individual Client requirements and can be tailored accordingly. All MTSPs cover only minor updates, content adjustments, and routine maintenance. Major redesigns, new features, or extensive development work may require a separate agreement.
- **Maintenance and Additional Support:**
  - For support needs outside of the MTSP or beyond the project's initial scope, ZEAK Labs offers a range of additional maintenance and support services. These may include:
    - **Technical Maintenance:** Routine updates to security patches, plugins, and technical elements to ensure the website remains secure and operational.
    - **Content and Design Updates:** Adding or adjusting content, visuals, or layout changes not covered in the MTSP, if requested by the Client.
    - **Performance Enhancements:** Optimisation services to improve website speed, mobile responsiveness, and overall user experience.
    - Additional support outside the MTSP will be billed at ZEAK Labs' standard hourly rate or based on an agreed package, ensuring flexibility to meet the Client's ongoing requirements.
- **Third-Party Integrations and Compatibility:**
  - If the website incorporates third-party tools or integrations (e.g., plugins, analytics, payment gateways), the Client is responsible for ensuring that their hosting plan supports these integrations. ZEAK Labs will assist with setup and troubleshooting but

cannot guarantee ongoing compatibility if the Client alters their hosting arrangements or configuration.

- ZEAK Labs will advise the Client on known compatibility requirements during development to help them select the most appropriate hosting plan.

- **Termination of Support:**

- Either party may terminate the MTSP by providing written notice at least thirty (30) days in advance of the next billing cycle. The Client remains liable for payments through the end of the current billing period, with any fees for the remainder of the contract due immediately upon termination.
- Upon cancellation, ZEAK Labs will have no further obligations to provide updates or support unless a new agreement is established.
- After MTSP termination, the Client may request support on an ad-hoc basis, subject to availability and ZEAK Labs' standard service rates.

## 9. Training Services

- **Scope of Training**

ZEAK Labs offers training sessions to support Clients in effectively managing their website, content management systems (CMS), integrations, or digital tools as specified in the project proposal or support agreement. Training services may include but are not limited to:

- Website administration and updates
- Content uploading and formatting
- Managing third-party integrations or plugins
- Analytics tools and reporting features
- General digital literacy related to web operations

Training is delivered either virtually or in-person, as agreed with the Client.

- **Booking and Availability**

- Training sessions must be booked in advance and are subject to availability.
- ZEAK Labs will confirm the session time, platform (e.g., Zoom, Google Meet), and trainer at least 3 working days before the scheduled session.
- Customised or in-depth training may incur additional charges, to be agreed upon in writing before delivery.

- **Cancellation and Rescheduling**

- The Client may cancel or reschedule a training session by providing written notice at least seven (7) calendar days before the scheduled session.
- Cancellations made less than seven (7) days prior to the training session will incur a surcharge of £50 + VAT, to cover administrative and scheduling costs.
- In the event of cancellation or rescheduling by ZEAK Labs, no surcharge will apply, and an alternative date will be arranged at no extra cost.

- **Recording and Usage**

- Training sessions may be recorded upon request and provided to the Client for internal use only.
- Any recording, duplication, or redistribution of training content for external or commercial purposes is prohibited without prior written consent from ZEAK Labs.



## 10. Warranty and Final Acceptance

- **Warranty:**
- ZEAK Labs warrants that the website has been developed to high standards of quality, professionalism, and functionality, in alignment with the specifications outlined in the project scope. This includes ensuring that the website is free from bugs or critical errors upon delivery and performs as expected based on the agreed project requirements.
- This warranty covers only the elements created, coded, and implemented by ZEAK Labs within the original project scope. It does not extend to:
  - **Third-Party Services and Integrations:** ZEAK Labs is not responsible for the ongoing functionality, security, or compatibility of third-party tools, plugins, or services that may be integrated into the website.
  - **Post-Delivery Modifications:** Any changes, updates, or modifications made to the website after delivery by the Client or third parties void the warranty. ZEAK Labs cannot be held liable for issues arising from unauthorised adjustments, additions, or alterations to the website's code, design, or functionality.
  - **Warranty Period:** ZEAK Labs provides a thirty (30) day warranty from the date of final delivery, covering functionality as outlined in the project scope. This warranty excludes issues resulting from third-party services, Client or third-party modifications, or updates to external platforms affecting compatibility.
- **Final Acceptance and Review Period:**
  - Upon final delivery, the Client will have a **14-day review period** to thoroughly test, review, and verify the website to ensure it meets all specified requirements and functions as expected. During this period, the Client may raise any concerns or identify issues that align with the original project scope.
  - If the Client identifies any defects, inconsistencies, or errors within the review period, ZEAK Labs will work to resolve these promptly, provided they fall within the initial scope and warranty terms. Minor adjustments or corrections may be included, but substantial changes outside the scope may require a separate agreement and additional charges.
  - **Finalisation and Acceptance:** If no issues are reported within the 14-day review period, or if the Client explicitly approves the website before the end of the review period, the website will be considered finalised and accepted as delivered. After this point:
    - The project will be closed, and ZEAK Labs' warranty obligations will be deemed fulfilled.
    - No refunds, further adjustments, or revisions will be provided unless the Client has enrolled in an ongoing support package (MTSP) or enters into a new service agreement.
    - Any requests for modifications or support beyond this period will be subject to ZEAK Labs' standard service rates or the terms of the MTSP if applicable.
- **Exclusions from Warranty:**
  - The warranty does not cover issues resulting from:
    - **Client-Supplied Content:** Any errors or issues arising from content, images, or media supplied by the Client.
    - **Browser and Device Updates:** Changes in website performance due to updates or changes in web browsers, operating systems, or devices after delivery.
    - **External Hosting or Server Issues:** Any website disruptions resulting from hosting provider issues, server downtime, or external security breaches.

## 11. Suspension and Termination Rights

- **Suspension by ZEAK Labs:**

- ZEAK Labs reserves the right to suspend or terminate the Client's access to the website or halt project services under the following conditions:
- **Non-Payment:** If the Client fails to make payments according to the agreed schedule, ZEAK Labs may suspend services or website access until all outstanding payments are cleared. Repeated non-payment or failure to adhere to the payment terms may lead to full termination of the contract.
- **Breach of Terms:** If the Client breaches any part of this Agreement, including but not limited to unauthorised modifications to the website, misuse of licensed materials, or failure to comply with intellectual property rights, ZEAK Labs may suspend or terminate access to protect the integrity of the project and its own legal responsibilities.
- **Legal or Compliance Issues:** If the website is found to contain content that is illegal, infringes upon third-party rights, or otherwise violates regulatory or compliance standards, ZEAK Labs reserves the right to suspend or terminate services immediately to prevent potential liability.
- **Discretionary Suspension:** ZEAK Labs may also exercise its right to suspend or terminate the Client's website access at its discretion, provided that it gives a valid reason for the action. This could apply in circumstances where unforeseen issues arise that could impact the reputation or operational integrity of ZEAK Labs.

- **Notification and Resolution:**

- **Advance Notification:** In cases of suspension, ZEAK Labs will provide the Client with a written notice detailing the reason for the suspension, allowing the Client a reasonable period to resolve the issue before further action is taken.
- **Immediate Action for Urgent Situations:** For situations requiring immediate action, such as severe legal, compliance, or security risks, ZEAK Labs may suspend website access without prior notice. In these cases, the Client will be notified as soon as possible and given instructions for resolving the issue.

- **Resolution and Reactivation:**

- The Client will have the opportunity to resolve any issues related to the suspension (such as making overdue payments or removing infringing content) within a specified timeframe. Upon satisfactory resolution, ZEAK Labs may reinstate website access.
- The Client will bear any costs associated with the suspension, including any reactivation fees or administrative charges related to restoring website functionality.
- If the issues leading to suspension are not resolved within the allotted timeframe, ZEAK Labs reserves the right to terminate the project or contract entirely.

- **Termination Consequences:**

- In the event of full termination, ZEAK Labs will retain ownership of any work or deliverables not fully paid for by the Client. Access to these deliverables may only be restored upon payment of any outstanding balances.
- Any remaining contractual obligations or outstanding fees will still be enforceable, and the Client will be responsible for any payments due under the Agreement.

- **No Liability for Suspension or Termination:**

- ZEAK Labs shall not be held liable for any damages or losses incurred by the Client as a result of suspension or termination under the conditions outlined in this Agreement.

The Client acknowledges that these actions are necessary to protect the rights and responsibilities of both parties and to ensure compliance with legal and contractual obligations.

## 12. Limitation of Liability

- **No Guarantee of Results:**
  - While ZEAK Labs is committed to delivering a high-quality website that meets the Client's specifications, it does not make any guarantees regarding specific outcomes such as increased website traffic, user engagement, conversion rates, or revenue generation.
  - Success metrics for a website can be affected by numerous external factors outside ZEAK Labs' control, including the Client's marketing efforts, SEO practices, content updates, and audience engagement strategies.
  - ZEAK Labs' responsibility is limited to delivering a fully functional website in accordance with the project scope and agreed specifications. Any desired outcomes or performance results are ultimately the responsibility of the Client to pursue and maintain.
- **Limitation on Damages:**
  - In the event of any claim arising from this Agreement, ZEAK Labs' liability is strictly limited to the total amount the Client has paid for the services rendered under this Agreement. This includes instances of technical errors, delays, or other issues directly related to the website's development within the defined project scope.
  - **Exclusion of Indirect Damages:** ZEAK Labs shall not be liable for any indirect, incidental, consequential, or special damages arising from or related to the use of the website. This includes, but is not limited to, loss of business, revenue, data, or anticipated savings, even if ZEAK Labs has been advised of the possibility of such damages.
  - **Third-Party Liability:** ZEAK Labs is not responsible for any issues arising from third-party integrations, plugins, hosting providers, or other external tools used on the Client's website. The Client agrees that any claims related to third-party tools or services are to be directed to the respective providers.
- **Force Majeure:**
  - ZEAK Labs "ZEAK Labs is not liable for delays or non-performance due to events beyond its reasonable control, including but not limited to natural disasters, government actions, pandemics, strikes, or technical failures. If such events delay performance, ZEAK Labs may extend deadlines and adjust payment schedules accordingly. In cases of extended delay exceeding thirty (30) days, either party may terminate the Agreement with written notice, with outstanding fees due for work completed up to the termination date."
- **Disclaimer of Warranties Beyond Scope:**
  - ZEAK Labs provides no warranties, express or implied, beyond the deliverables specified in the project scope. This includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement, as these relate to outcomes or performance beyond the initial delivery of the website.
- **Client's Indemnity:**
  - The Client agrees to indemnify and hold ZEAK Labs harmless from any claims, damages, liabilities, costs, or expenses (including legal fees) arising from the Client's

misuse of the website, unauthorised modifications, or use of unlicensed content provided by the Client. This indemnity extends to any claims arising from third-party rights infringements due to content or materials supplied by the Client.

## 13. Confidentiality

- **Confidential Information:**
  - Both ZEAK Labs and the Client agree to treat all information disclosed during the project as confidential, including, but not limited to, business strategies, project plans, proprietary data, login credentials, and any other sensitive information necessary to fulfil the project requirements.
  - **Scope of Use:** Confidential information shall be used solely for the purpose of completing the project as outlined in the project proposal and for no other purposes, commercial or otherwise, unless explicitly agreed in writing by both parties.
  - **Exclusions from Confidentiality:** Information will not be deemed confidential if:
    - It is already in the public domain or becomes publicly known through no fault of the receiving party.
    - It is lawfully obtained from a third party without restriction on disclosure.
    - It was independently developed by the receiving party without reference to the other party's confidential information.
- **Non-Disclosure Agreement (NDA):**
  - At the request of either party, ZEAK Labs and the Client may enter into a separate Non-Disclosure Agreement (NDA) to formalise the confidentiality obligations related to the project. The NDA will specify any additional terms, durations, or conditions for the handling and protection of confidential information.
  - **Duration of Confidentiality Obligations:** Unless otherwise specified in an NDA or other written agreement, the confidentiality obligations under this Agreement will extend for a period of 5 years from the completion date of the project. Both parties agree to continue protecting confidential information even after the project's conclusion and termination of the contract.
- **Protection of Confidential Information:**
  - Each party agrees to take reasonable measures to protect the confidentiality of the other party's information, including limiting access to employees, subcontractors, or agents who require it for the purposes of completing the project and ensuring they are bound by confidentiality obligations.
  - In the event of a data breach or unauthorised disclosure, the party responsible for the breach will notify the other party immediately and take necessary measures to mitigate any harm or further exposure of confidential information.
- **Return or Destruction of Information:**
  - Upon completion of the project or upon request by either party, any confidential information provided by the other party shall be returned or destroyed, with written confirmation provided, unless otherwise required by law or necessary for record-keeping.
- **Legal Disclosure Requirements:**
  - If either party is legally compelled to disclose confidential information by court order, government request, or other legal obligation, they shall provide the other party with

prompt notice of such disclosure (if legally permissible) and cooperate to seek a protective order or other assurance that the information will be treated confidentially.

## 14. Dispute Resolution

- **Governing Law:**
  - This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of law principles. This means that all rights, duties, and obligations arising under this Agreement will be interpreted and enforced based on the legal standards of England and Wales.
- **Dispute Resolution:**
  - **Informal Negotiation:** In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the parties agree to first attempt to resolve the matter informally through good-faith negotiation. Both parties will endeavour to reach a fair and amicable solution within 7 days from the start of negotiations.
  - **Mediation or Arbitration:** If the dispute cannot be resolved through negotiation, either party may suggest mediation or arbitration as an alternative to litigation.
    - **Mediation:** Both parties may agree to engage in mediation, conducted by a neutral third-party mediator selected by mutual agreement. The mediator's role will be to facilitate communication and propose solutions but not impose binding decisions.
    - **Arbitration:** Should mediation fail or be declined, the dispute may be submitted to binding arbitration conducted in accordance with the rules of a recognised arbitration body agreed upon by both parties. The arbitrator's decision will be final and enforceable in a court of competent jurisdiction.
  - **Costs of Mediation/Arbitration:** Unless otherwise agreed, both parties will bear their own legal fees and expenses, with the costs of the mediator or arbitrator to be shared equally by both parties.
- **Jurisdiction:**
  - Any disputes, claims, or actions arising out of or related to this Agreement that cannot be resolved through mediation or arbitration will be subject to the exclusive jurisdiction of the courts of England and Wales.
  - The Client consents to the jurisdiction of these courts for any legal proceedings initiated by either party, ensuring that any judicial action remains within the framework of England and Wales' legal standards.
- **Interim Relief:**
  - Nothing in this section shall prevent either party from seeking injunctive relief or interim measures from a court in cases where immediate action is necessary to protect their rights or prevent irreparable harm. Such interim relief will not be deemed a breach of the dispute resolution procedure outlined in this Agreement.

## 15. Force Majeure

- **Unforeseeable Events:**
  - ZEAK Labs shall not be held liable for any delay or failure to perform its obligations under this Agreement if such delay or failure results from events beyond its reasonable control. These events may include, but are not limited to, natural disasters (e.g., earthquakes, floods, fires), acts of government or regulatory bodies, war or civil unrest,

strikes, pandemics, power outages, and technical failures affecting internet service providers or hosting platforms.

- **Scope of Non-Performance:**
  - During the period of a force majeure event, ZEAK Labs' obligations under this Agreement shall be temporarily suspended to the extent necessary. ZEAK Labs will make all reasonable efforts to mitigate the effects of the delay and resume performance as soon as practicable once the force majeure event subsides.
- **Notification:**
  - ZEAK Labs shall promptly notify the Client of any force majeure event affecting its ability to perform its obligations under this Agreement, including a description of the nature and expected duration of the event, as well as any steps being taken to mitigate its impact.
- **Option to Terminate:**
  - If a force majeure event continues for an extended period (e.g., more than 30 days), either party may have the option to terminate the Agreement upon written notice to the other party. In such a case, ZEAK Labs will work with the Client to provide all completed work up to that point, and any remaining payments will be adjusted on a pro-rata basis for the work completed.
- **No Liability for Consequential Damages:**
  - ZEAK Labs will not be liable for any indirect, incidental, or consequential damages resulting from delays or non-performance due to a force majeure event, including but not limited to lost revenue, missed business opportunities, or additional expenses incurred by the Client.

## 16. Amendments and Modifications

- ZEAK Labs reserves the right to amend these Terms and Conditions at any time. Clients will be notified of changes via email or an update on the ZEAK Labs website, and continued use of services will constitute acceptance of the updated terms.

## 17. Severability

- If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions will remain in effect.

## 18. Entire Agreement

- **Comprehensive Contract:**
  - These Terms and Conditions, along with any attached project proposal or written agreements, constitute the entire agreement between ZEAK Labs and the Client. This Agreement supersedes all prior understandings, representations, negotiations, and agreements, whether oral or written, related to the project and services provided by ZEAK Labs.
- **Modifications and Amendments:**

- Any changes or amendments to this Agreement must be made in writing and signed by both parties to be valid. Oral agreements or modifications will not be considered binding.
  - If additional services or modifications to the project scope are requested by the Client after the Agreement has been signed, these will require a separate written agreement or addendum, specifying the updated terms, deliverables, and fees.
- **No Waiver:**
    - The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or any other provision in this Agreement. Any waiver of rights or remedies must be in writing and signed by the waiving party.