

Terms of Service

The agreement between AutomatusLabs and you, governing your use of our AI-powered voice calling and SMS automation platform on a pay-as-you-go basis.

Document	Terms of Service
Version	2.0
Last Updated	May 2026
Effective Date	1 May 2026
Governing Law	England and Wales
Contact	support@automatuslabs.com
Website	https://automatuslabs.com

These Terms of Service are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales. Consumer rights under applicable mandatory law are not affected. Where you act as a data controller using the Service, a Data Processing Addendum is incorporated by reference under UK GDPR and EU GDPR (Regulation 2016/679).

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At a glance

AutomatusLabs provides AI-powered voice calling and SMS automation software under a pay-as-you-go model. Partners pay a one-time Joining Fee to access the ALL-IN-ONE platform, and an optional one-time Setup Fee for full configuration by our team. Ongoing charges are based solely on actual API usage — voice call minutes and SMS messages. There are no recurring subscriptions. Pricing is negotiable and agreed per client.

1. Definitions and Interpretation

In these Terms of Service (“**Terms**”), the following capitalised expressions have the meanings set out below. Words denoting the singular include the plural and vice versa, and references to any statute or regulation include any subordinate legislation made under it and any amendment, re-enactment, or replacement of it.

- “**AutomatusLabs**”, “**we**”, “**us**”, “**our**” means AutomatusLabs Ltd, a company registered in England and Wales with its principal place of business in London, United Kingdom.
- “**Service**” means the AutomatusLabs desktop application, web backend, APIs, and all associated features, integrations, and updates made available by AutomatusLabs.
- “**Client**” or “**you**” means the business or individual using the Service and any users authorised under that account.
- “**End-Customer**” means a third party whose personal data the Client processes using the Service.
- “**Joining Fee**” means the one-time fee payable on signing up that grants access to the AutomatusLabs ALL-IN-ONE platform.
- “**Setup Fee**” means the optional one-time fee for full platform configuration, workflow setup, and onboarding by the AutomatusLabs team.
- “**API Usage Charges**” means the pay-as-you-go charges based on your actual consumption of the Service, including AI voice call minutes and SMS messages.
- “**Content**” means data, scripts, templates, call recordings, transcripts, and any other material that you upload to, store on, or generate using the Service.

Headings are for convenience only and do not affect the construction of these Terms. References to “including” and “in particular” are illustrative and do not limit the sense of the words preceding them.

2. Account Registration and Eligibility

To use the Service you must register for an AutomatusLabs account. By creating an account, you represent and warrant that you are at least 18 years old and that you have the legal authority to enter into a binding contract with AutomatusLabs, whether on your own behalf or on behalf of the entity you represent.

Accurate information

You must provide accurate, current, and complete information when registering for the Service and keep that information up to date throughout the term of your account. AutomatusLabs may suspend or close any account where the information provided is materially inaccurate, incomplete, or misleading.

Account security

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You must use strong, unique passwords, enable multi-factor authentication where offered, and not share your credentials with any third party. You must notify us immediately at support@automatuslabs.com if you suspect any unauthorised access to or use of your account.

Business use only

AutomatusLabs accounts are intended for business use only and may not be used for personal, family, or household purposes. The Service is not directed at consumers, and the consumer-protection provisions of the Consumer Rights Act 2015 do not apply to business-to-business contracts entered into under these Terms.

3. Fees and Payment

AutomatusLabs operates a **pay-as-you-go model with no recurring subscription fees**. The following fees apply to your use of the ALL-IN-ONE platform:

Joining Fee

A one-time fee payable upon signing up as an AutomatusLabs partner. The Joining Fee grants you access to the ALL-IN-ONE platform and all its integrations. The Joining Fee is **non-refundable**.

Setup Fee (Optional)

A one-time fee for full platform configuration, workflow setup, and onboarding carried out by the AutomatusLabs team. The Setup Fee is optional — clients who prefer to self-configure may do so without incurring this fee. The Setup Fee is **non-refundable** once setup work has commenced.

API Usage Charges (Pay-As-You-Go)

The only ongoing charges are based on your actual usage of the platform's AI and telephony features, including AI voice call minutes processed through VAPI and SMS messages sent through Twilio. Usage charges are billed in arrears on a monthly basis based on actual consumption. API usage charges are **non-refundable** once incurred.

Negotiated Pricing

AutomatusLabs recognises that different businesses have different needs and volumes. The Joining Fee, Setup Fee, and API usage rates are **negotiable** and may be agreed on a per-client basis prior to signing up. Any negotiated rates will be set out in a written agreement or order form that supplements these Terms. In the absence of a specific written agreement, standard published rates apply.

Taxes

All fees are stated exclusive of value-added tax (VAT) or other applicable taxes, duties, and levies, which will be added to the invoice at checkout where required by the laws of your jurisdiction. You are responsible for any withholding taxes that may apply to amounts payable to AutomatusLabs.

Payment terms

All invoices are due within **14 days of issue**. AutomatusLabs reserves the right to suspend access to the Service where invoices remain unpaid after 14 days.

4. Free Trial

New AutomatusLabs accounts are eligible for a 14-day free trial with full access to the features of the Service. No payment method is required to start the trial.

At the end of the 14-day trial period, continued use of the Service requires selecting your pricing arrangement with the AutomatusLabs team and paying any agreed Joining Fee. If you do not do so, your account will become read-only and outbound calls and SMS messages will be disabled. AutomatusLabs reserves the right to modify, shorten, extend, or discontinue the free trial offer at any time without notice. AutomatusLabs may also, in its sole discretion, decline to offer a free trial to any applicant whose use of the trial would, in its reasonable opinion, present an unacceptable risk of abuse (including but not limited to fraudulent registration, repeat trial signups by the same individual or entity, or use that violates the Acceptable Use clause below).

Trial limits

Free trial usage is subject to fair-use thresholds intended to prevent abuse and to protect the integrity of the telephony network. Trial accounts may not initiate marketing campaigns at production scale, and outbound call volumes are capped during the trial period. Specific limits are displayed in your account dashboard.

5. Acceptable Use

You agree to use the Service only for lawful purposes and in accordance with these Terms. In particular, you agree **not** to use the Service to:

- **(a)** make unsolicited marketing calls or send spam in violation of applicable law, including the UK Privacy and Electronic Communications Regulations 2003 (PECR), the US Telephone Consumer Protection Act (TCPA), the EU ePrivacy Directive, the Canadian Anti-Spam Legislation (CASL), or any equivalent legislation in any jurisdiction in which you operate;
- **(b)** impersonate any person, business, or entity, or misrepresent your affiliation with any person or organisation;
- **(c)** transmit content that is harmful, abusive, harassing, threatening, defamatory, obscene, fraudulent, or otherwise unlawful, including content that infringes the intellectual property or privacy rights of any third party;
- **(d)** circumvent, disable, or otherwise interfere with any technical or security measures of the Service, or attempt to gain unauthorised access to any part of the Service, related systems, or networks;
- **(e)** resell, sublicense, lease, rent, or otherwise commercially exploit the Service without the prior written permission of AutomatusLabs;
- **(f)** use the Service to process calls or messages in jurisdictions where AI voice calling is prohibited, restricted, or requires specific consent or registration that has not been obtained.

Consent and lawful basis

You are solely responsible for obtaining all necessary consents, opt-ins, and lawful bases under applicable data-protection and telecommunications law from End-Customers before initiating calls or messages on their behalf using the Service. You warrant that any contact lists, phone numbers, or recipient data you upload to or process through the Service have been collected lawfully and that End-Customers have not opted out of receiving calls or messages of the type you intend to send.

Enforcement

AutomatusLabs reserves the right to suspend or terminate accounts found in breach of this clause, with or without notice, and to cooperate with law-enforcement authorities in the investigation of any suspected unlawful use of the Service. We may also, in our sole discretion, refuse to provision additional telephone numbers or processing capacity to any account where we have a reasonable belief that the Service is being used in breach of these Terms.

6. Intellectual Property

AutomatusLabs and its licensors retain all right, title, and interest in and to the Service, including all underlying software, source code, machine-learning models, user interfaces, documentation, branding, trade marks, trade names, and any improvements, modifications, or derivative works of the foregoing. Except for the limited rights expressly granted in these Terms, no licence is granted to you, whether by implication, estoppel, or otherwise.

Your Content

You retain all ownership rights in and to your Content. You grant AutomatusLabs a limited, non-exclusive, worldwide, royalty-free licence to host, store, process, transmit, and display your Content solely to the extent necessary to provide the Service to you, to enforce these Terms, and to comply with applicable law.

No model training

AutomatusLabs will **not** use your Content to train, fine-tune, or otherwise improve any artificial-intelligence model, whether proprietary to AutomatusLabs or operated by a third party, and will not share your Content with any third party except as described in our Privacy Policy at automatuslabs.com/privacy-policy or as required by law.

Feedback

If you provide AutomatusLabs with any suggestions, ideas, or feedback regarding the Service ("**Feedback**"), you grant AutomatusLabs a perpetual, irrevocable, royalty-free, worldwide licence to use, reproduce, and incorporate the Feedback into the Service and into other AutomatusLabs products without restriction. Nothing in these Terms transfers any other intellectual property rights to you.

7. Data Processing and Privacy

Our collection and use of personal data is governed by the AutomatusLabs Privacy Policy available at <https://automatuslabs.com/privacy-policy>, which is incorporated into these Terms by reference. By using the Service, you acknowledge that you have read and understood the Privacy Policy.

Controller and processor roles

Where you use the Service to process personal data of End-Customers, you act as the **data controller** in respect of that personal data and AutomatusLabs acts as a **data processor** on your behalf. You are responsible for ensuring that you have a valid lawful basis under UK GDPR, EU GDPR, or other applicable data-protection law for processing End-Customer personal data using the Service, and for responding to any requests from End-Customers to exercise their rights as data subjects.

Data Processing Addendum

A Data Processing Addendum (“**DPA**”) reflecting the requirements of Article 28 UK GDPR / EU GDPR is available upon request from support@automatuslabs.com and, once executed, is incorporated into these Terms. Where your use of the Service involves the processing of personal data subject to UK GDPR or EU GDPR, the DPA applies automatically and prevails over these Terms in the event of any conflict in respect of personal-data processing.

8. Third-Party Services

The Service integrates with third-party providers that support the delivery of voice-calling, SMS, calendar synchronisation, and authentication features. As of the Effective Date, these include:

- **VAPI** — AI voice-calling orchestration;
- **Twilio** — telephony connectivity and SMS delivery;
- **ElevenLabs** — speech synthesis and voice cloning;
- **Google Calendar API** — calendar synchronisation under Google’s API Services User Data Policy;
- **Microsoft Outlook** — calendar synchronisation via Microsoft Graph;
- **Apple Sign In** — user authentication.

Your use of these integrations is subject to the respective providers’ terms of service and privacy policies, which you are responsible for reviewing. AutomatusLabs is not responsible for the availability, accuracy, performance, or legality of any third-party service, and we do not warrant that third-party integrations will operate without interruption or error. Where a third-party provider modifies, restricts, or discontinues its service, AutomatusLabs may modify, restrict, or discontinue the corresponding feature of the Service without liability to you.

9. Disclaimers and Limitation of Liability

The Service is provided **“as is”** and **“as available”** without warranties of any kind, whether express, implied, or statutory, including but not limited to implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, or non-infringement.

AutomatusLabs does not warrant that the Service will be uninterrupted, error-free, or secure, that defects will be corrected, that call-completion rates or message delivery rates will meet any particular standard, or that the Service will produce any specific business or commercial result. The performance of AI voice agents depends on factors outside AutomatusLabs' control, including third-party telephony carrier behaviour, the audio quality of the connection, and the linguistic complexity of the conversation.

Cap on liability

To the maximum extent permitted by law, AutomatusLabs' total aggregate liability arising out of or in connection with these Terms or the Service, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total fees paid by you to AutomatusLabs in the 12 months immediately preceding the event giving rise to the claim.

Excluded losses

In no event shall AutomatusLabs be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, loss of revenue, loss of business, loss of goodwill, loss of anticipated savings, loss of or corruption to data, or business interruption, even if AutomatusLabs has been advised of the possibility of such damages.

Liabilities that cannot be excluded

Nothing in these Terms excludes or limits AutomatusLabs' liability for: (a) fraud or fraudulent misrepresentation; (b) death or personal injury caused by AutomatusLabs' negligence; or (c) any other liability that cannot be excluded or limited under English law.

10. Indemnification

You agree to indemnify, defend, and hold harmless AutomatusLabs and its officers, directors, employees, agents, affiliates, and licensors from and against any and all third-party claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- **(a)** your use of the Service in violation of these Terms or any policy or guideline incorporated into them;
- **(b)** your breach of any applicable law or regulation, including without limitation telecommunications law, data-protection law, consumer-protection law, and laws prohibiting unsolicited marketing communications;
- **(c)** any claim by an End-Customer or other third party arising out of or in connection with your use of the Service, including without limitation any claim that calls or messages initiated using the Service were made without the End-Customer's consent.

AutomatusLabs reserves the right, at its own expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, in which case you will cooperate with AutomatusLabs in asserting any available defences.

11. Term and Termination

These Terms come into force on the Effective Date and remain in effect for as long as you hold an active AutomatusLabs account. As AutomatusLabs operates a pay-as-you-go model with no recurring subscription, you may stop using the Service at any time by contacting support@automatuslabs.com. The Joining Fee, Setup Fee, and any incurred API usage charges remain non-refundable as described in our Refund Policy.

Termination by AutomatusLabs

AutomatusLabs may suspend or terminate your account, with or without notice, where: (a) you are in material breach of these Terms; (b) we are required to do so by law, regulation, or order of a competent authority; or (c) we determine, acting reasonably, that the continued provision of the Service to you creates a legal, regulatory, or reputational risk to AutomatusLabs or to other clients of the Service.

Effect of termination

On termination of your account, your access to the Service will cease and your Content will be retained for a period of 30 days from the termination date to allow for export, after which it will be permanently deleted, save where AutomatusLabs is required by law to retain it for a longer period (for example to comply with anti-money-laundering, tax, or telecommunications-record-keeping obligations).

Clauses which by their nature are intended to survive termination (including without limitation Clauses 6, 9, 10, and 13) shall continue in full force and effect.

12. Changes to These Terms

AutomatusLabs reserves the right to modify these Terms at any time to reflect changes to the Service, to applicable law, or to our business practices. Where the changes are material, we will notify you by email to the address associated with your account at least 14 days before they take effect.

Your continued use of the Service after the effective date of any updated Terms constitutes your acceptance of the updated Terms. If you do not agree to updated Terms, you must stop using the Service before the effective date and contact support@automatuslabs.com to close your account; the previous version of the Terms will continue to govern any residual matters relating to your prior use of the Service.

AutomatusLabs maintains a public version history of these Terms; previous versions are available on request from support@automatuslabs.com.

13. Governing Law and Disputes

These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation, are governed by and construed in accordance with the laws of **England and Wales**.

Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim. If you are a consumer resident in the European Union, you may also be entitled to bring proceedings in the courts of your country of residence under applicable mandatory consumer-protection law, and nothing in this clause limits any such mandatory rights.

Pre-action negotiation

Before initiating any formal legal proceedings, both parties agree to attempt in good faith to resolve any dispute through written notice and direct negotiation for a period of at least 30 days. The party raising the dispute shall provide written notice describing the nature of the dispute and the relief sought, addressed to support@automatuslabs.com in the case of a dispute raised against AutomatusLabs.

By using the Service, you acknowledge

that you have read, understood, and agree to be bound by these Terms of Service.

Questions

support@automatuslabs.com · automatuslabs.com

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