

Terms of Service

Provider: EMMV International Ltd (registered in Cyprus)

1. Agreement

By signing up, paying, or using AI Search King services, you accept these Terms. If signing for a company, you confirm you have the authority to bind that company and personally guarantee all payment obligations. These Terms apply to B2B transactions only. This is not a consumer service.

2. What We Do

The Service: We work to improve your visibility in AI-powered search and recommendation platforms (including but not limited to ChatGPT, Claude, Perplexity, Gemini, and other AI systems) through various optimisation techniques.

Our Approach: We use methodologies, strategies, and techniques at our sole discretion to optimise your online presence for AI platform recognition. These may include, but are not limited to, content optimisation, technical implementations, profile enhancements, and other proprietary methods. We create optimisation recommendations, content, and strategic guidance for implementation. This is a "done with you" service; you are responsible for implementing our instructions and recommendations on your platforms and properties.

Implementation Standard: We perform optimisation work using reasonable professional skill and care consistent with industry practices for this emerging field. The specific techniques, allocation of effort, and strategic priorities are determined by us based on our professional judgment of what will be most effective for your business. Your implementation of our recommendations directly affects outcomes. Failure to implement our work and instructions renders any guarantees null and void.

Timeline: Standard engagement is 90 days. We provide monthly updates on activities performed.

Critical Understanding:

- This is an experimental field with no established industry standards or proven methodologies guaranteed to work
- AI platforms are third-party services we do not control
- We do NOT guarantee any specific outcomes, rankings, visibility, traffic, leads, or revenue, unless formally stated in your Client Services Agreement
- Success depends on numerous factors outside our control, including your industry, competition, existing business reputation, AI platform changes, your timely implementation of our recommendations, and market conditions
- Results vary significantly by business and may not persist after service ends
- Many factors affecting AI visibility are unknown, untested, or beyond anyone's control
- You acknowledge that our work may achieve strong results, but outcomes can change at any time due to AI platform algorithm updates or other factors beyond our control

3. Your Responsibilities

You must:

- Provide accurate and complete information when requested
- Respond to reasonable requests within reasonable timeframes
- Implemented our provided instructions and recommendations without unreasonable delay
- Pay all fees on time
- Comply with all applicable laws
- Maintain professional business standards and reputation
- Not use competing AI optimisation services during your term
- Not breach these Terms or your Agreement
- Cooperate in good faith with our efforts

You warrant that:

- Your business is legal and complies with applicable laws
- All information you provide is accurate, complete, and not misleading
- You're not subject to sanctions
- You have actual authority to enter this Agreement and bind the entity you represent
- Your existing online reputation does not include significant unresolved negative issues that you've failed to disclose

Pre-Existing Reputation: Your existing online reputation, review profile, business history, and industry standing materially affect optimisation potential. We are not responsible for overcoming pre-existing negative reputation, poor reviews, past business issues, or industry stigma.

4. Fees and Payment

Fees: As specified in your Client Services Agreement, payable monthly in advance

Minimum Term: As specified in your Agreement (typically 3 months minimum commitment)

Billing: Automatic billing of your card in accordance with your client services agreement

Non-Refundable: All fees are non-refundable except as specifically provided in Section 5

Late Payment: 8% annual interest above Bank of England base rate on overdue amounts, plus £50 late payment administration fee

Chargebacks Prohibited: Initiating chargebacks or payment disputes without first contacting support@aisearchking.com in writing and allowing us 7 days to respond is a material breach resulting in:

- £50 administrative fee plus our actual defence costs
- Immediate Suspension, with the AI Search King having the right to terminate
- Personal liability for all contracted fees through the minimum term
- Collection costs, legal fees, and court costs
- You waive all defences to such amounts You must contact us directly to resolve any payment disputes before involving your bank or card issuer.

Disputed Charges: If you successfully defend a chargeback or payment dispute against us, you shall still be liable for all outstanding amounts, including the disputed amount, and any future amounts arising from continued use of the service or for the services to resume. If we successfully defend, you agree to pay:

- All disputed amounts
- £150 defence administration fee
- Collection costs if we must pursue payment
- Interest on all amounts from the original due date

Personal Guarantee: If signing for a company, you personally guarantee all payment obligations. If the company fails to pay, you are personally liable.

Authority Verification: We may require verification documents proving your authority to bind the business at any time. If you lack authority or provide false information about business ownership/authority, you are personally liable for all fees and obligations. 5. 90-Day Conditional Guarantee

5.1 What This Covers

If we materially fail to perform our work with reasonable professional skill during the initial 90 days AND you've fully complied with all requirements, you may be eligible for a refund of subscription fees paid during that period.

Critical Distinction: This guarantee is about whether we performed optimisation work with professional competence, NOT about whether you achieved your desired business results. Many businesses do not see significant results even when optimisation work is performed properly.

5.2 Eligibility Requirements (ALL Must Be Met)

You must prove with clear, contemporaneous documentary evidence that you:

1. Cooperated Fully: Responded to our requests within reasonable timeframes, attended scheduled meetings or provided advance notice, and implemented our provided instructions and recommendations without unreasonable delay
2. Paid On Time: All payments made when due with no late payments, chargebacks, disputes, or failed payment attempts
3. Completed Full Term: Maintained active service for complete 90 consecutive days without cancellation, pause, or requesting to cancel
4. Didn't Interfere: Didn't make changes to optimised content without consulting us, didn't hire competing AI optimisation services, didn't actively work against our strategies
5. Maintained Standards: Maintained reasonable business operations, reputation standards, and professional conduct throughout (no major scandals, regulatory violations, negative review increases, public controversies, or reputational crises during the period)
6. Provided Accurate Info: All information provided was truthful, complete, and not misleading. You disclosed any relevant negative business history or reputation issues
7. Professional Conduct: Communicated professionally and respectfully with our team throughout, with no abusive, threatening, or harassing behaviour

8. Good Faith: Engaged in good faith without attempting to manufacture grounds for a refund claim

Evidence Standard: You bear the complete burden of proving compliance with ALL requirements above using clear, contemporaneous documentary evidence (emails with timestamps, meeting records, payment receipts, etc.). Your subjective assertions without documentation are insufficient.

5.3 What We Must Fail At

For a refund to be granted, you must prove with clear evidence that we: Materially failed to perform optimisation work with reasonable professional skill - meaning we did substantially nothing, abandoned the work, or performed so negligently that our work had no reasonable chance of improving your AI search presence.

This Does NOT Include:

- Strategic choices you disagree with (we have discretion over approach)
- Techniques you believe are wrong or outdated (methodology is our discretion)
- Work that was later undermined by AI platform changes
- Results that didn't materialise due to competitive or market factors "Reasonable professional skill" means: We performed legitimate optimisation activities using recognised techniques in this emerging field, documented our work, and made good-faith efforts to improve your AI visibility.

5.4 Our Review and Decision

Timeline: We acknowledge complete submissions within 5 business days and provide a written determination within 30 days.

We Review:

- Your evidence of compliance with ALL eligibility requirements
- Your evidence of our alleged material failures
- Our internal work documentation, logs, and records
- Communications history and contemporaneous records
- Whether any failures were material vs. minor
- External factors beyond our control

Our Determination Considers:

- Did we perform optimisation work using reasonable professional skill?
- Are alleged failures material breaches or minor issues/judgment calls?
- Did the client meet ALL eligibility requirements with clear evidence?
- Were results impacted by the client's actions, reputation, market factors, or AI platform changes?
- Is this a results-based complaint disguised as a work-performance claim?

If Approved:

- Refund of subscription fees paid during the initial 90 days only (excludes all service fees, interest, and administrative charges)
- Payment via the original method within 30 days
- You must sign the final release agreement

- You must cease using all optimised content and materials we created
- You lose all rights to our methodologies and strategies
- Service terminates immediately
- All confidentiality obligations continue indefinitely

5.5 Anti-Abuse and Bad Faith Protection

False Claims: Filing a refund claim you know to be false, misleading, or exaggerated constitutes fraud. We reserve the right to:

- Deny the claim and terminate service immediately
- Pursue fraud claims for damages
- Report to law enforcement if criminal fraud is suspected
- Seek full costs defending false claim (legal fees, staff time, investigation costs)

Verification Rights: We may require you to provide:

- Additional documentation or verification
- Access to your records proving compliance
- Statutory declaration confirming accuracy of claim (for claims over £1,500)
- Third-party verification of facts Refusal to cooperate with reasonable verification shall result in an automatic denial.

Pattern Detection: If you have a history of refund claims or payment disputes with other service providers in similar industries, we may require enhanced evidence standards or deny claims based on a pattern of refund-seeking behaviour.

This Is Your ONLY Remedy: This guarantee is your sole and exclusive remedy. No other compensation, credits, damages, or remedies are available beyond what's specified here.

6. Communications and Representations

6.1 Recording and Monitoring

All communications may be recorded: Phone calls, video meetings, and other communications may be recorded, monitored, or logged for quality assurance, training, dispute resolution, and legal compliance. You consent to recording by using our services. These recordings and our contemporaneous business records may be used as evidence in any dispute, refund claim, arbitration, or legal proceeding.

Our records are presumed accurate: In any dispute, our contemporaneous business records (work logs, communication records, activity timestamps, implementation documentation) shall be presumed accurate unless you provide clear evidence to the contrary.

6.2 Marketing and Sales Disclaimers

Results Not Typical: Any results, case studies, testimonials, or examples shown in our marketing materials, sales presentations, website, or communications represent actual client outcomes but should not be understood as typical or guaranteed results. Client success depends on multiple factors, including their specific circumstances, level of implementation, market conditions, and ongoing commitment.

Past Performance Doesn't Indicate Future Results: Success stories of other clients do not predict or guarantee your results.

These Terms Control: These Terms and your signed Client Services Agreement supersede any statements in marketing materials, sales presentations, verbal communications, or preliminary discussions. Only commitments explicitly stated in your signed Agreement are binding.

No Reliance on Sales Statements: You acknowledge that you're not relying on any verbal statements, projections, estimates, or representations made by sales personnel, but solely on the written terms in this Agreement.

6.3 Earnings Disclaimer

AI Search King does not guarantee any increase in earnings, revenue, income, or financial performance as a result of using our services. Any financial figures, projections, or earnings examples referenced in our marketing materials, case studies, website, social media, sales presentations, or communications are illustrative only and do not constitute a promise, guarantee, or representation of expected or typical results. Your financial outcomes depend entirely on factors specific to your business, including but not limited to your industry, competition, business model, pricing, existing reputation, market conditions, level of implementation of our recommendations, and your own effort, skill, and business decisions. There is no assurance that you will achieve any particular financial result, and you accept the risk that you may not recover the fees paid for our services. By engaging our services, you acknowledge that you have not been promised or guaranteed any specific earnings or financial return and that you are not relying on any such representation in entering into this Agreement.

6.3 No Authority to Modify Terms

Limited Authority: Our sales personnel, account managers, and customer service representatives do NOT have the authority to:

- Modify these Terms or your Agreement
- Make guarantees beyond what's written here
- Promise specific results or outcomes
- Waive requirements or protections
- Create obligations not stated in writing

Modifications Require Written Executive Approval: Only written amendments signed by a director of EMMV International Ltd can modify these Terms or your Agreement.

You Cannot Rely on Staff Statements: Any verbal statements, emails from non-executive staff, or informal communications do not create binding obligations. You acknowledge understanding this and agree not to rely on such communications.

7. Service Terms

7.1 Right to Refuse or Terminate Service

We May Refuse Service: We reserve the right to refuse service to any business, or to decline to continue service, for any reason, including but not limited to:

- Industries we determine are high-risk or unsuitable
- Businesses with poor existing reputations or significant negative reviews

- Businesses in overly competitive markets where success is unlikely
- Businesses we believe are unlikely to benefit from our services
- Situations where we identify potential reputational risk

We May Terminate:

- Immediately for breach, non-payment (after 7 days notice), abuse, fraud, or legal/regulatory reasons
- With 14 days' notice for any reason or no reason

Upon Our Termination for Cause: No refunds. You remain liable for all contracted fees.

Upon Our Termination for Convenience: Pro-rata refund of unused fees in the current billing period only.

7.2 Your Cancellation Rights

During Minimum Term: You cannot cancel during your minimum term (typically 3 months). Fees remain due through the end of the minimum term even if you stop using services.

After Minimum Term: Cancel with 7 days' written notice before your renewal date to support@aisearchking.com from your account email.

No Refunds for Past Services: Cancellation does not entitle you to refunds of fees already paid (except per Section 5 if eligible).

7.3 Scope and Limitations

Service Scope: Services and deliverables as specified in your Client Services Agreement. Work beyond the standard scope may incur additional Service Fees.

Post-Service: Any rankings or visibility achieved may decline after service ends as we cease active optimisation and competitors continue their efforts. This is expected and is not a breach.

AI Platform Viability: This service depends on AI platforms continuing to provide recommendations and search results in their current or a similar format. If major AI platforms fundamentally change their approach, discontinue recommendation features, or make changes that render optimisation impractical or impossible, we may terminate services with 30 days' notice and pro-rata refund of unused fees in the current billing period only. No refund for services already delivered.

8. Intellectual Property

We Own: All methodologies, strategies, systems, processes, techniques, templates, frameworks, and proprietary approaches remain our exclusive property at all times.

You Get During Service: Limited, non-exclusive, non-transferable, revocable license to use content and technical implementations we create specifically for your business properties.

After Service You Keep:

- Published content appearing on your properties (website copy, descriptions, etc.)
- Technical implementations integrated into your properties (schema markup, structured data)
- General optimisation knowledge that's publicly available

After Service You Lose:

- Right to use our proprietary methodologies and strategic frameworks

- Access to our systems, platforms, and tools
- Right to share or disclose our techniques
- Any materials marked confidential or proprietary

You Cannot:

- Reverse engineer our methodologies
- Share our strategies with third parties or competitors
- Use our techniques to build or offer competing services
- Train AI systems using our proprietary information
- Create derivative works from our confidential processes
- Disclose our approaches to anyone without written permission

9. Confidentiality

Confidential Information Includes:

- Our optimisation methodologies and strategic frameworks
- Proprietary processes and techniques
- Pricing structures and business models
- Client information
- Any information marked confidential or reasonably understood to be confidential

Both Parties Must:

- Keep confidential information strictly confidential
- Not disclose to any third parties without written consent
- Use only for purposes of this Agreement
- Protect with at least reasonable care

Survives Forever: Confidentiality obligations continue indefinitely after termination.

10. Liability and Indemnification

10.1 Our Maximum Liability

Liability Cap: Our total aggregate liability to you for all claims arising from or related to this Agreement, whether in contract, tort, negligence, breach of statutory duty, or otherwise, shall not exceed the LESSER of:

(a) Total subscription fees you actually paid in the 6 months immediately preceding the first claim;
OR

(b) a maximum of £10,000 This cap applies to all claims collectively, not per claim or per incident.

10.2 Excluded Losses

We are NOT liable for the following types of losses, whether direct, indirect, foreseeable, or unforeseeable:

- Loss of profits, revenue, sales, or business
- Loss of business opportunities or anticipated savings
- Loss of goodwill or reputation

- Loss or corruption of data or software
- Inability to achieve rankings or visibility in AI search
- Failure to be recommended by AI platforms
- AI platform algorithm changes affecting your visibility
- Competitive landscape changes or competitor actions
- Your business's market positioning or reputation changes
- Actions or failures of third-party platforms
- Any indirect, incidental, special, consequential, or punitive losses This exclusion applies even if we've been advised of the possibility of such losses.

10.3 Exceptions

Nothing in these Terms limits or excludes our liability for:

- Death or personal injury caused by our negligence
- Fraud or fraudulent misrepresentation
- Any liability that cannot be lawfully limited or excluded under UK law

10.4 Your Indemnification of Us

You agree to indemnify, defend, and hold harmless AI Search King, EMMV International Ltd, and our officers, directors, employees, and agents from all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising from:

Your Business:

- Your services to your customers
- Your business practices or professional conduct
- Quality or delivery of your services
- Your customer relationships and disputes

Your Legal Compliance:

- Your violations of any laws or regulations
- Your GDPR or data protection violations
- Your violations of AI platform terms of service
- Your violations of advertising standards, consumer protection, sanctions, or anti-bribery laws

Your Use of Services:

- Misuse of our services or materials
- Inaccurate, false, or misleading information you provided
- Your breaches of these Terms or your Agreement
- Unauthorised disclosure of our confidential information
- Your violations of third-party rights

Payment Issues:

- Chargebacks initiated without following the required procedures
- Payment disputes initiated without cause
- Collection costs for unpaid amounts This indemnification survives termination indefinitely.

10.5 Third-Party Platforms Disclaimer

We are NOT responsible or liable for:

AI Platforms: ChatGPT, Claude, Perplexity, Gemini, and other AI platforms, including their algorithms, ranking systems, policies, changes, availability, or how they process information about your business.

Other Third Parties: Social media platforms, review sites, business directories, hosting services, analytics tools, or any other third-party services.

Platform Actions: Algorithm updates, policy changes, access restrictions, platform shutdowns, ranking methodology changes, or any other actions by third parties. We're not liable for any losses resulting from third-party platform actions, regardless of foreseeability.

10.6 Service Disclaimers

NO WARRANTIES: Services provided "AS IS" and "AS AVAILABLE" without warranties of any kind, express or implied, including warranties of merchantability, fitness for particular purpose, title, or non-infringement.

NO GUARANTEES REGARDING UNLESS STATED IN THE CLIENT SERVICE

AGREEMENT:

- Service meeting your requirements or expectations
- Services being uninterrupted, timely, secure, or error-free
- Results, accuracy, or reliability of services

EXPERIMENTAL FIELD: You acknowledge AI search optimisation is an emerging, experimental field with no proven methodologies guaranteed to work. Many factors affecting AI visibility are unknown or beyond anyone's control.

NO OUTCOME GUARANTEES UNLESS STATED IN THE CLIENT SERVICE AGREEMENT: We make no guarantees regarding rankings, visibility, traffic, leads, conversions, sales, revenue, ROI, competitive advantages, or any business outcomes.

DOWNLOAD AT OWN RISK: Any materials obtained through our services are accessed at your sole risk. You're solely responsible for any system damage or data loss.

OUTAGES AND INTERRUPTIONS: You're not entitled to compensation, refunds (except Section 5), credits, or damages when outages, delays, downtime, malfunctions, or interruptions occur.

NO RELIANCE ON ADVICE: No oral or written information from us creates any warranty not expressly stated here.

11. Data Protection

Your Responsibilities:

- Comply with UK GDPR, Data Protection Act 2018, and all data protection laws
- You're the Data Controller for any personal data collected through your optimised properties
- You indemnify us for your data protection violations

Our Roles:

- Data Controller for your company/account information

- Data Processor for business data that we process to deliver services

Our Commitments:

- Appropriate technical and organisational security measures
- Data breach notification within 24 hours of discovery
- Data retention: 36 months maximum (earlier deletion on request)
- Won't use your data to train public AI models without explicit consent

Your Security Requirements:

- Access platform via encrypted connections (TLS 1.2 minimum)
- Use strong passwords and enable MFA on admin accounts
- Revoke access for terminated employees within 24 hours
- Report security incidents to us within 72 hours
- Don't share account credentials

12. General Terms

12.1 Account Access

- Account is personal to you/your company - no sharing or transferring
- Maximum 3 authorised users (or as specified in the Agreement)
- Notify us within 24 hours when authorised users change
- Violations result in suspension or termination

12.2 Entire Agreement

This Agreement and your Client Services Agreement constitute the entire agreement between the parties. No verbal statements, marketing materials, sales presentations, preliminary communications, or prior agreements create obligations beyond what's written here.

12.3 Modifications

We May Amend: We may update these Terms with 30 days' notice by email. Continued use after notice means acceptance.

You Cannot Amend: You cannot modify these Terms. Only written amendments signed by a director of EMMV International Ltd are binding.

12.4 Dispute Resolution

Step 1 - Good Faith Negotiations (14 Days): Contact us in writing describing the dispute. Senior representatives will meet to attempt a resolution.

Step 2 - Mandatory Mediation (60 Days): If unresolved, mandatory CEDR mediation in London. Each party pays its own costs and splits mediator fees equally. Must conclude within 60 days unless extended by agreement. **Step 3 - Binding Arbitration (Disputes Over £25,000):** LCIA arbitration in London, single arbitrator, decision is final and enforceable in any court. **Step 4 - Court Litigation (Disputes Under £25,000):** English courts after completing mediation.

Exception for Debt Collection: Either party may pursue undisputed payment obligations, liquidated damages, or fixed amounts owed directly in court without mediation or arbitration.

Exception for Emergency Relief: Either party may seek injunctive relief to prevent irreparable harm without completing dispute procedures.

No Class Actions: All disputes must be brought individually. No class actions, collective proceedings, or representative actions allowed.

Time Limit: File any claim within 6 months of when it arose, or it's barred forever.

Costs: The losing party may be ordered to pay the winner's reasonable costs and legal fees.

12.5 Governing Law

English law governs this Agreement. English courts have exclusive jurisdiction (subject to arbitration provisions).

12.6 Assignment

You cannot transfer or assign this Agreement without our prior written consent. We may assign to affiliates or in connection with a merger/sale.

12.7 Severability

If any provision is held invalid or unenforceable, the remaining provisions continue in full force. Invalid provisions will be reformed to be enforceable while reflecting the original intent.

12.8 Waiver

Our failure to enforce any right doesn't waive that right. Rights and remedies remain available unless explicitly waived in writing.

12.9 Force Majeure

Neither party is liable for delays or failures due to events beyond reasonable control, including:

- Acts of God, natural disasters, pandemics
- Government actions, laws, regulations, or orders
- War, terrorism, civil unrest, strikes
- Internet outages, cyber attacks, telecommunications failures
- AI platform policy changes, failures or algorithm updates
- Any circumstances beyond reasonable control Affected party's obligations are suspended during a force majeure event. If force majeure prevents service delivery for 60+ consecutive days, either party may terminate with 14 days' notice.

12.10 Survival

These sections survive termination indefinitely:

- Confidentiality (Section 9)
- Intellectual Property (Section 8)
- Indemnification (Section 10.4)
- Limitation of Liability (Section 10.1-10.3)
- Payment obligations for amounts owed
- Dispute Resolution (Section 12.4)
- Governing Law (Section 12.5)

12.11 Notices

To You: Email to your account email address

To Us:

- Support: support@aisearchking.com
- Refunds: support@aisearchking.com
- Legal: support@aisearchking.com

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