



DancingGhost

OCTOBER 2026 / CLIENT REFERENCE

Commercial Terms & Conditions

A clear guide to project scope, milestone payments, acceptance, handover, third-party costs and ongoing care.

50/50 below \$1,500 | 40/40/20 at \$1,500+

Dancing Ghost / Practical automation, clearly scoped.

TERMS AT A GLANCE

Before a project begins.

These terms explain the default commercial approach. A signed Order Summary specifies the actual supplier, client, scope and legally reviewed project-specific terms.

Below \$1,500 / 50% + 50%

50% at kickoff after written agreement; 50% after agreed acceptance.

\$1,500 or above / 40% + 40% + 20%

40% kickoff; 40% after the specifically agreed and evidenced demo/test milestone; 20% after accepted handover.

What every defined build includes

Agreed sample testing, one consolidated in-scope revision, handover notes and walkthrough, and 30 calendar days of confirmed-defect correction.

What remains separate

External software, API/model usage, hosting, messages, subscriptions and applicable taxes unless included in the written Order Summary.

Important: These general materials are not a signed contract or legal opinion. Project-specific legal terms must be reviewed and agreed by the parties.

SERVICE TERMS / 01

1. Parties and written Order Summary

Dancing Ghost provides the services described in the agreed written Order Summary. Each Order Summary must state the legal supplier, client, project name, agreed deliverables, exclusions, authorized systems and data, tests, price, invoices, payment milestones, estimated timeline and any special terms. A submitted inquiry or Custom Builder brief alone does not create a project contract. If the Order Summary expressly differs from these general terms, the parties will identify and approve the difference in writing.

SERVICE TERMS / 02

2. Service fees and quotation validity

The published USD fees are starting prices for the stated baseline of each one-time package or standalone service. A “from” price is subject to written feasibility review. Custom-project price bands are indicative and not fixed offers. Related standalone services are not billed twice where they are already included in a defined package. Quotations expire 14 calendar days after issue unless the quote gives another validity period. No additional work or fee is authorized without the client's written approval.

SERVICE TERMS / 03

3. Payment schedule and invoicing

For **one-time builds below USD \$1,500**, 50% is invoiced at kickoff after agreement and 50% at the agreed acceptance milestone. For **one-time builds of USD \$1,500 or above**, 40% is invoiced at kickoff, 40% when the objectively described intermediate demo/test milestone has been demonstrated against agreed criteria, and 20% at accepted handover. The intermediate milestone and evidence of completion must be specified in the Order Summary before work begins. It is not triggered by an unverified claim that development is “mostly complete.”

Invoices identify the payee, client, project, fee, USD amount, payment stage, payment route, due date and separately agreed taxes or vendor costs. The due date is stated on each agreed invoice. Work begins after the applicable kickoff payment is received and other kickoff requirements are satisfied. Only verified, legally available payment methods will be offered; no method is promised merely because it appears in marketing materials. Transfer, FX and processing charges will be disclosed in the quote/invoice and allocated as agreed before payment.

SERVICE TERMS / 04

4. Delivery and client cooperation

Published business-day windows are planning estimates, not guaranteed launch dates. The estimated schedule begins after written scope approval, kickoff payment, usable agreed samples, a named client reviewer and authorized access. The client will provide accurate source material, timely approvals, permissions, and the right to use the supplied data and platforms. Material client, provider or access delays may change milestones; the revised schedule will be confirmed in writing.

SERVICE TERMS / 05

5. Acceptance criteria and revisions

The Order Summary will define representative input samples, expected outputs, exception/failure cases, any review approvals and the evidence used to confirm acceptance. The client is asked to provide one consolidated round of in-scope feedback within five business days where practical. **Silence is not automatic acceptance.** One consolidated in-scope revision is included. Failed agreed acceptance tests will be corrected as part of the agreed delivery, while additional sources, tools, fields, languages, integrations or changed features require a new written change quote.

SERVICE TERMS / 06

6. Quality, AI boundaries and excluded outcomes

AI classification, extraction and generated answers can be inaccurate. The agreed design will identify review points and fallbacks for unsupported, ambiguous or failed cases. External AI-generated replies, publication and important write actions require human approval unless a different arrangement has been expressly agreed in writing. The supplier does not promise perfect answers, sales or revenue, specific conversion rates, search rankings, uninterrupted uptime, or compliance certification unless separately and lawfully contracted with measurable criteria.

SERVICE TERMS / 07

7. Extra scope and written change orders

Requests beyond the agreed scope must be reviewed for effort, dependencies, price and schedule. Work on a change begins only after both parties approve a written change order. This avoids surprise charges; it also means an earlier package fee does not include unlimited modifications.

SERVICE TERMS / 08

8. Third-party software, vendor fees and taxes

Unless explicitly included in the Order Summary, hosting, automation-platform subscriptions, AI/model usage, vector storage, messaging/provider charges, storage, other vendor fees and applicable taxes are separate. Client-owned production accounts are preferred where feasible. The client is informed about expected usage/limits when practical and remains responsible for approved ongoing subscriptions or usage charges. Vendor pricing, availability and policies can change.

SERVICE TERMS / 09

9. Account control, security and confidentiality

The client maintains control of client-owned accounts and production data. Access is limited to what is authorized for the agreed work, and credentials should be provided through secure access methods rather than plain email. Both sides will treat confidential project information with reasonable care and disclose it only as needed for the project, under appropriate obligations. Sensitive or regulated data, advanced SSO/permission architecture, formal security assurance or 24/7 incident response require separate assessment and written scope. Where personal data processing laws require it, a suitable Data Processing Agreement and subprocessors/security arrangements will be agreed before processing.

SERVICE TERMS / 10

10. Handover, defects and intellectual property

The agreed build includes handover notes and a walkthrough. Reproducible defects in the agreed implementation reported during the **30 calendar days after accepted handover** are corrected without extra development fees. New features, changed vendor APIs, newly changed client data and new third-party requirements are not included defect corrections. After the agreed payments are completed, the client receives the agreed transferable configurations, exports, documentation and usage rights specified in the Order Summary. Pre-existing supplier templates/frameworks and third-party licensed components remain subject to their stated ownership or license; ownership/usage rights for custom deliverables must be clearly recorded in the Order Summary.

SERVICE TERMS / 11

11. Pauses, overdue invoices and cancellation

If an invoice becomes overdue, the supplier will send written notice and a reasonable opportunity to resolve it before pausing non-urgent work, subject to the agreement and applicable law. Pauses can change the schedule, but no surprise pause or restart fees are added without written agreement. Either party may request cancellation in writing. The parties will reconcile documented, agreed completed work, earned milestones and pre-approved non-cancellable third-party costs. Any unused prepaid amount will be refunded or otherwise reconciled as the written Order Summary and applicable law require. Deposits are **not** described as automatically non-refundable. Disagreements about acceptance or charges should first be documented and addressed in good faith. The governing law, appropriate jurisdiction and dispute mechanism must be specified in the legally reviewed contracting documents.

SERVICE TERMS / 12

12. Optional monthly care

Monthly care is separate from one-time builds and the 30-day implementation-defect correction commitment.

Essential Care: \$250/month, one scheduled monthly check, up to two delivered workflows, and up to two hours total of investigation/minor fixes/tuning. **Growth Care: \$550/month**, two scheduled monthly checks, up to five delivered workflows, up to five hours total and one health summary. Investigation time counts toward the plan allowance; unused hours do not roll over unless otherwise agreed. New features, additional workflows, emergency/24-hour response and uptime guarantees are not included. Managed Operations requires a separate custom quote and support schedule.

Monthly billing: timing is confirmed in the care Order Summary; renewals and cancellation notice are defined explicitly in the care Order Summary. No automatic credit-card charge or automatic renewal should be claimed unless the parties have consented and a legitimate recurring billing system is actually configured.

PER-PROJECT DOCUMENT

Order Summary / Statement of Work

Before payment, agree the following project-specific details in writing. This checklist is not itself a signed agreement.

- Supplier legal name, contact, contracting authority, address/jurisdiction: _____
- Client legal name, authorized signatory and billing contact: _____
- Project/reference; selected package or standalone service: _____
- Client's business problem, desired outcome and acceptance criteria: _____
- One-by-one included deliverables and precisely specified exclusions: _____
- Inputs/sources, integrations, credentials/access and project data categories: _____
- Volumes, tests and sample cases (success, duplicate, missing data, failure/no-answer): _____
- Client-provided samples and named reviewer; review schedule: _____
- Project total in USD and approved third-party charges/taxes: _____
- Payment method and invoice schedule (under \$1,500 = 50/50; \$1,500+ = 40/40/20): _____
- **For \$1,500+ projects:** specific 40% test/demo milestone and measurable proof: _____
- Estimated kickoff, demo, acceptance and handover dates: _____
- Revision terms, change-request approval, support/defect handling: _____
- Ownership of files/workflows, pre-existing licensed assets, data protection/DPA if applicable: _____
- Cancellation/reconciliation, dispute path, governing law and signatures: _____

Questions about the agreement?

hello@dancingghost.com • dancingghost.com