DancingGhost

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Commercial Terms & Conditions

The master terms behind every Dancing Ghost engagement: scope, payment, acceptance, the Acceptance Guarantee, ownership, data protection, AI use and how disputes are resolved.

Fixed scope | Acceptance Guarantee | 30-day defect correction | Clear payment stages

Effective for Order Forms issued from 20 November 2026.

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TERMS AT A GLANCE

Before a project begins.

A plain-English summary of the key commercial points. The full clauses that follow, together with your signed Order Form, are what apply.

AGREEMENT
These Terms plus a signed Order Form form the agreement for each engagement.

FIXED SCOPE
Prices are fixed for the Order Form scope. Changes need a written change order.

PAYMENT
100% under $1,000 · 50/50 from $1,000 · 40/40/20 from $5,000. Invoices due in 14 days.

DISCOVERY PORTION
15% of the build fee is non-refundable once the discovery session has taken place.

ACCEPTANCE
7 business days to run the agreed tests. Production use also counts as acceptance.

ACCEPTANCE GUARANTEE
If we can't pass the agreed tests in two correction rounds, you may cancel and get a refund except the discovery portion.

AI AND PEOPLE
AI output can be wrong. People approve external messages and important actions.

OWNERSHIP
You own the work created for you after full payment. We keep our pre-existing tools.

LIABILITY
Each party's liability is capped at fees paid and payable in the previous 12 months.

DISPUTES
Negotiation, then online mediation, then expedited arbitration.

How these terms apply. This page is a plain-English summary. The full clauses that follow and your signed Order Form are what apply. The version of these Terms in force when you sign an Order Form applies to that Order Form.

MASTER TERMS

1. Structure and precedence

1.1 These Commercial Terms & Conditions (the "Terms") apply to every Order Form signed between Md Iftisum Rahman Shihab, trading as Dancing Ghost, Dhaka, Bangladesh ("Dancing Ghost", "we", "us", "Supplier") and the client named in it ("you", "Client"). The Terms and a signed Order Form together form the agreement for that engagement.

1.2 If documents conflict, this order applies: (a) the Order Form; (b) the Data Processing Agreement, for personal data; (c) these Terms; (d) the Service & Pricing Guide.

1.3 Your purchase-order or vendor terms do not apply unless we accept them in writing.

1.4 In these Terms, "days" means calendar days, and "business days" means Monday to Friday excluding public holidays in the place where the party performing the obligation is located. The version of these Terms in force when an Order Form is signed applies to that Order Form.

2. Quotes, orders and Founding discounts

2.1 Quotes are valid for 14 days. Package prices are fixed for the scope described; "from" prices are confirmed in the Order Form.

2.2 An Order Form is binding when signed by both parties, including by electronic signature or written email acceptance.

2.3 Founding Client Program discounts apply only when stated in the Order Form, and only to package and custom-project build fees and the AI Automation Audit — not to add-ons, Care plans, third-party costs or change orders.

3. Fees, payment schedule and invoicing

3.1 Fees, milestones and currency are stated in the Order Form. Unless it says otherwise, build fees are invoiced as follows: orders under USD 1,000 — 100% at kickoff; USD 1,000 to 4,999 — 50% at kickoff and 50% on acceptance; USD 5,000 and above — 40% at kickoff, 40% when the demo milestone defined in the Order Form has been demonstrated, and 20% on acceptance.

3.2 Invoices are due within 14 days of issue. Care plans are invoiced monthly in advance.

3.3 Bank, transfer and currency-conversion fees on your side are paid by you, so that we receive the full invoiced amount.

4. Taxes

4.1 Fees exclude taxes.

4.2 If your law requires you to withhold tax from a payment, you will increase the payment so that we receive the full invoiced amount, unless we can recover that tax through a tax-treaty credit, in which case you will give us the official withholding certificate within 30 days of payment.

4.3 Where VAT, GST or a similar tax is due on our services under a reverse-charge rule in your country, you will account for it.

5. Late payment and suspension

5.1 Overdue amounts bear interest at 1% per month or the maximum rate allowed by law, whichever is lower. Where a mandatory statutory rate or fixed compensation applies (for example under EU Directive 2011/7/EU on late payment), that applies instead.

5.2 If an invoice is more than 10 days overdue, we may pause work after giving 5 business days' written notice. Timelines move by the length of the pause.

6. Kickoff and discovery portion

6.1 Work starts when the kickoff payment has been received and the access listed in the Order Form has been provided.

6.2 15% of each build fee is the "discovery portion", covering discovery, process mapping and the acceptance test plan. It becomes non-refundable once the discovery session has taken place, except where we are in material breach of these Terms.

7. Client responsibilities

7.1 You will provide accurate information, realistic sample data, secure access to the systems in scope and a named decision-maker, and will respond to requests for feedback within 5 business days.

7.2 If you do not respond for more than 15 business days, we may pause the project. If it remains paused for 30 business days, we may close it and invoice work completed, less amounts already paid.

7.3 You are responsible for having the rights to all data and content you give us, and for ensuring that your use of the deliverables complies with the laws that apply to your business.

8. Delivery and timelines

Timelines are good-faith estimates in business days. They start when the kickoff payment and the agreed access have both been received. We will tell you promptly about any expected delay and its cause.

9. Acceptance

9.1 The Order Form lists numbered acceptance tests with pass criteria. When we notify you that a deliverable is ready, you have 7 business days to run the tests and either accept it or send us one consolidated list of failed tests.

9.2 A deliverable is accepted when you confirm acceptance in writing, when the 7 business days pass without a list of failed tests, or when you use it in production, whichever happens first.

9.3 Feedback that is not a failed acceptance test is handled as the included revision round or as a change order.

10. Revisions and changes

10.1 Each build includes one consolidated in-scope revision round.

10.2 Changes to scope require a written change order showing the price and timeline impact. No extra work is charged without your written approval. Small changes are charged at USD 110 per hour, quoted in advance.

11. Acceptance Guarantee

If a deliverable fails the agreed acceptance tests and we cannot make it pass within two correction rounds (each completed within 10 business days of your failed-test list), you may terminate that Order Form by written notice and we will refund all fees paid for that build except the discovery portion. This is your sole remedy for a failure to pass acceptance. It does not apply to failures caused by your systems or data, third-party outages, or changes you requested after the tests were agreed.

12. Defect correction

For 30 calendar days after acceptance we will fix, free of charge, any defect that causes a deliverable not to perform as described in the Order Form. Defects caused by changes made by others, changes to third-party services, or use outside the agreed scope are not covered; we can fix them under a Care plan or a change order.

13. Warranties and disclaimers

13.1 We will perform the services with reasonable skill and care, in line with good industry practice.

13.2 Except as stated in these Terms, we give no other warranties, express or implied, including fitness for a particular purpose. We do not guarantee business results (such as sales, rankings or savings) or uninterrupted operation of third-party services.

14. AI-specific terms

14.1 AI systems can produce inaccurate, incomplete or inappropriate output. You will keep human review in place for external communications and for actions with legal, financial or reputational effect, as set out in the Order Form.

14.2 Where people interact with an AI assistant we build, it will tell them they are interacting with AI unless that is obvious from the context. You are responsible for keeping that disclosure in place and for your other deployer transparency obligations, including under Article 50 of the EU AI Act where it applies.

14.3 You will not use the deliverables for practices prohibited by the EU AI Act or similar laws, or for high-risk uses (such as decisions on hiring, credit, insurance, education access, medical treatment or access to essential services). We do not currently build systems for such uses.

14.4 AI providers may change, retire or reprice their models. Adapting a deliverable to such changes after the defect-correction period is handled under a Care plan or a change order.

15. Third-party services and costs

Deliverables rely on third-party services (for example n8n, AI model APIs, Meta/WhatsApp and CRMs) whose terms, prices and availability are outside our control. Accounts should be opened in your name, and usage costs are paid by you directly to the provider. Costs we pay on your behalf with your written approval are invoiced at cost.

16. Security and credentials

We use unique, least-privilege credentials, store secrets in a password manager or the platform's credential store, never share credentials over open chat, and remove our access at the end of the engagement or on request. You will rotate any credentials shared with us after handover.

17. Confidentiality

Each party will keep the other's confidential information secret, use it only for the engagement, and protect it with reasonable care, during the engagement and for 3 years after it ends. This does not apply to information that is public, already known to the receiving party, independently developed, or required to be disclosed by law.

18. Data protection

18.1 Where we process personal data on your behalf, we act as your processor under the Data Processing Agreement described in Schedule B.

18.2 Within 30 days after the engagement ends, we will delete or return the personal data in our possession, unless the law requires us to keep it.

19. Intellectual property

19.1 On receipt of full payment for an Order Form, we assign to you all rights in the deliverables created specifically for you under it, including workflow files, prompts, code and documentation.

19.2 We keep our pre-existing tools, templates, know-how and general components ("Supplier Materials"). Where Supplier Materials are included in a deliverable, you receive a perpetual, worldwide, non-exclusive licence to use and modify them as part of that deliverable.

19.3 Open-source and third-party components remain under their own licences, which are listed in the handover document.

19.4 Until full payment, you may use the deliverables for testing only.

20. Portfolio and publicity

We may describe the project in anonymised form, without naming you. We will use your name, logo or quotes only with your prior written approval.

21. Limitation of liability

21.1 Neither party is liable for indirect or consequential loss, or for loss of profit, revenue, data or goodwill.

21.2 Each party's total liability under or in connection with each Order Form is limited to the fees paid and payable under that Order Form in the 12 months before the claim.

21.3 These limits do not apply to fraud, wilful misconduct, your payment obligations, or liability that cannot be limited by law.

22. Indemnities

22.1 We will defend you against third-party claims that deliverables we created (excluding Supplier Materials, third-party components and your materials) infringe intellectual property rights, and pay damages finally awarded, subject to clause 21.

22.2 You will defend us against third-party claims arising from your data or content, or from your use of the deliverables in breach of law or these Terms.

23. Non-solicitation

During the engagement and for 12 months after it ends, neither party will directly solicit for employment or engagement any person who worked on the engagement for the other party, without written consent. General job advertisements are not solicitation.

24. Independent contractor and subcontracting

We act as an independent contractor. We may use vetted subcontractors bound by written confidentiality and data-protection obligations no less protective than these Terms, and we remain responsible for their work. Schedule B governs sub-processors of personal data.

25. Term and termination

25.1 Either party may terminate an Order Form for convenience with 10 business days' written notice.

25.2 Either party may terminate immediately by written notice if the other party materially breaches these Terms and does not cure the breach within 15 days of notice, or becomes insolvent.

26. Effects of termination

On termination you pay for work performed and approved costs incurred up to the termination date (including the discovery portion if discovery has started), and we refund any prepaid amount for work not performed, except where clause 11 applies instead. We will hand over completed work that has been paid for.

27. Force majeure

Neither party is liable for delay caused by events beyond its reasonable control, including internet or power outages, natural disasters, government action or major third-party platform outages. If such an event lasts more than 30 days, either party may terminate the affected Order Form.

28. Governing law and disputes

28.1 These Terms are governed by the laws of England and Wales.

28.2 The parties will first try to resolve any dispute by good-faith negotiation for 15 business days, then by online mediation administered by the International Centre for Dispute Resolution (ICDR) under its mediation rules for a further 30 days.

28.3 Disputes not resolved this way will be finally resolved by arbitration administered by the ICDR under its International Expedited Procedures, seated in London, in English, before one arbitrator. Claims below USD 100,000 will be decided on documents only. Either party may seek urgent interim relief from a competent court.

29. Platform orders

If you hired us through Upwork, Fiverr or another marketplace, that platform's terms (including its payment and non-circumvention rules) take priority for that relationship, and these Terms apply only where they do not conflict with them.

30. Notices and electronic signature

Notices must be in writing and sent by email to the addresses in the Order Form; they are treated as received on the next business day. Electronic signatures and written email acceptance of Order Forms are valid.

31. General

These Terms and the Order Form are the entire agreement for each engagement. Neither party may assign the agreement without the other's consent, except to a successor of its business. If a clause is found invalid, the rest remains in force. Failure to enforce a right is not a waiver. Clauses 3, 4, 5, 14.1, 17–23, 26 and 28 survive termination. English is the governing language.

Schedule A — Care Plans

A.1 Care plans run for a minimum of 3 months from the start date in the care Order Form, then renew monthly until either party gives 30 days' written notice.

A.2 Fees are invoiced monthly in advance. Included hours expire at the end of each month and do not roll over; extra work is quoted in advance at the change rate in clause 10.2.

A.3 Response targets (Care: 2 business days; Growth: 1 business day; Managed AI Ops: same business day for critical issues) are first-response targets in agreed business hours, not resolution times or uptime guarantees.

A.4 Care covers the workflows listed in the care Order Form. New builds and new workflows need a separate Order Form.

A.5 Care months included in a package start on acceptance, use the Care plan scope, and do not start a minimum term. A paid plan starts only when a care Order Form is signed.

Schedule B — Data processing

B.1 Where we process personal data for you, the parties will sign a Data Processing Agreement meeting Article 28 of the EU GDPR and the UK GDPR, covering processing instructions, confidentiality, security, sub-processors, assistance, personal-data breach notification within 48 hours, deletion and audits.

B.2 We are located in Bangladesh, which has no EU or UK adequacy decision. Transfers will use the EU Standard Contractual Clauses (Commission Implementing Decision (EU) 2021/914, processor modules) and, for UK data, the UK International Data Transfer Agreement or the UK Addendum, supported by a transfer risk assessment.

B.3 For personal data from Saudi Arabia, transfers follow the PDPL transfer regulations (SDAIA standard contractual clauses and risk assessment); for the UAE, Federal Decree-Law No. 45 of 2021; for Australia, the Privacy Act 1988 — in each case as confirmed by the client's counsel.

B.4 Sub-processors (for example hosting and AI model providers) are listed in the Order Form. We will inform you before any change.

Schedule C — Order Form / Statement of Work checklist

Every Order Form confirms the following before any payment is made:

- Parties, contacts, decision-maker, billing address and tax IDs
- Package or custom scope, with an in-scope and out-of-scope list
- Systems and accounts involved, and who owns each
- Personal data involved; DPA and transfer tool
- Numbered acceptance tests with pass criteria and test data
- Human-review points and AI disclosure wording
- Timeline, milestones, fees, payment schedule, discovery portion, any Founding discount
- Third-party costs and who pays them
- Care plan selection and start date
- Withholding tax and VAT/GST treatment confirmed
- Governing law and dispute choices confirmed
- Signatures and date

Questions about these terms?

Write to **hello@dancingghost.com** before signing. We are happy to walk through any clause.