

The Choice Project Terms and Conditions

www.billionairesurge.com | +256 787 551549 | info@billionairesurge.com

Agreement effect date: _____

Parties Involved

The client

Name and contact	Address

and

The contractor

Name and contact	Address
Billionaire Branding and Marketing LTD (Trading as Billionaire Surge) +256 787 551549	Nkrumah street, Freedom House, 2nd Floor Rm M658

The client is required to read every section of this agreement, understand it and thereafter sign the agreement before working with Billionaire Surge.

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Section 1

Project Description.

The Client wishes to hire the Billionaire Surge to complete the project below. The specific requirements and necessary details are as follows (the "Project"):

Basic website design and development as according to the choice project description.

Section 2

Cost & Payment.

The Parties agree to the following Payment and Payment Terms:

Total Project Cost: *UGX 0*

Initial Deposit (Due upon execution of the Agreement): *UGX 0*

Other fees:

The client shall be required to own and if not then purchase a domain name. This can be either with Billionaire Surge or with another provider. The cost of a domain at Billionaire Surge shall be: *UGX 60,000. This is due immediately this agreement is signed.*

Once the client is invoiced, all invoices will be due and payable within three (3) days of the invoice date. Unless explicitly stated otherwise, all fees or payment will be made in Ugandan shillings or Dollars.

Projects will be charged according to the criteria below;

Development project: Initial 50% , Mid project :50%

Management: Initial 100% (no stages)

Marketing projects under 5M: 100%

Marketing projects 5M Plus: 70%

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Future fees:

Even though the choice project is totally free of charge. This offer ends when Billionaire Surge hands over the final project to the client. The client shall then be responsible for ongoing costs of maintaining their product. In this case.

This project's recurring fees shall be as below;

>Domain name - Paid at UGX 60,000 / year

>Hosting fees - Paid at UGX 300,000 / year

If the above fees are not paid, Billionaire Surge has the right to terminate the services that have been previously provided for free.

Section 3

Revisions

The Client shall be entitled to 2 revisions for any design and development projects.

Any revisions beyond the above shall be accepted at a fee of Ugx 100,000 or 27 USD.

Section 4

Project Schedule

Website Development Schedule

The Parties agree to the following schedule:

Preliminary Design Due: _____

Client Review Due: _____

Final Design Due: _____

Client Final Review Due:* _____

Final Website Due: _____

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Other projects

All other projects shall be reviewed once by the client before either being published or handed over.

The Client's Final review must include any and all comments, requests, revisions, etc, and a final receipt of payment has to be made. This review period is the Client's last chance to make any changes.

Any fees remaining unpaid for more than 10 days past their final project due date shall accrue interest at a rate of 10% of the remaining balance per day.

Section 5

Refund

In case the client decides to cancel the contract without any explainable or sound reason, no fees shall be refunded.

Unless otherwise stated, all fees are non-refundable.

Section 6

Confidentiality

During the course of this Agreement, it may be necessary for the Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Billionaire Surge in order to complete the website in its final form.

Billionaire Surge will not share any of this proprietary information at any time, even after the Agreement is fulfilled. Billionaire Surge will also not use any of this proprietary information for its sole benefit at any time, even after the Agreement is fulfilled.

This provision shall remain in full force and effect even after the termination of this Agreement, either by natural termination or for cause.

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Section 7

Assignment

The Parties may not assign their rights and/or obligations under this Agreement unless both Parties agree to the assignment in writing.

Section 8

Termination

Either Party may terminate the Agreement at any time by providing the other Party 10 days prior written notice.

The Client can terminate the Agreement by giving written notice:

(a) if Billionaire Surge commits any material breach of this Agreement and fails to correct the breach within ten (10) days of notice of the breach; or

(b) if there is any repeated failure by the Billionaire Surge to execute the Project in an acceptable standard and to the reasonable satisfaction of the Client.

Billionaire Surge can terminate the Agreement by giving written notice:

(a) if the Client fails to make the payments required as set forth in Sections 2 and 3 within five (5) days of notice of failure to make a payment; or

(b) if the Client commits any other material, non-financial breach and fails to correct the breach within ten (10) days of notice of the breach.

Section 9

Notices

All notices under this Agreement must be sent by email with read receipt requested or certified or registered mail with return receipt requested.

Notices shall be sent as follows:

Billionaire Surge; info@billionairesurge.com

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Section 10

Dispute Resolution.

Choice of Law.

The Parties agree that this Agreement shall be governed by the State and/or Country in which the duties of this Agreement are expected to take place. In the event that the duties of this Agreement are to take place in multiple States and/or Countries, this Agreement shall be governed by Ugandan law.

Section 11

Attribution and Testimonial.

The Client agrees to give Billionaire Surge the right to place attribution within the client's project. The Client also agrees to give Billionaire Surge a testimonial (a true testimonial) when the project is completed. This can be in the form of video, written or any other form as Billionaire Surge may request.

Section 11

Negotiation.

In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.

Mediation or Binding Arbitration.

In the event that a dispute cannot be resolved through good faith negotiation, the Parties agree to submit to binding mediation or arbitration.

Attorney's Fees.

In the event of Arbitration and/or Mediation, the prevailing party will be entitled to its legal fees, including, but not limited to, its attorneys' fees.

Severability.

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still be enforceable.

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Section 12

Ownership Rights

At the final submission date (website due date), the client and Billionaire Surge formally acknowledge and agree that the project is brought to an end. Prior to that, a formal message will be sent to the client to take full ownership of the website.

The Client will assume ownership of any and all proprietary information it shared with Billionaire Surge during the term of this agreement for the purposes of the Project.

Billionaire Surge will have no right and responsibility to this proprietary information and may not use it except to complete the Project.

Upon completion of the project, Billionaire Surge will customize the Client's Website to the Client's specifications.

Billionaire Surge will own any and all template designs it may have created as a result of this project.

A Copyright notice that states "[©your brand name - designed by Billionaire Surge](#)" will be displayed on the bottom of each page of your website.

Section 13

Completion of Contract.

After the completion of this project, Billionaire Surge may assume a management role to provide the Client with reasonable technical support, marketing and to correct any possible errors or deficiencies, under a fresh management agreement.

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

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Parties and Signatures

Billionaire Surge (contractor)

Signed: _____

Name: _____

Date: _____

Client name:

Signed: _____

Name: _____

Date: _____