

Terms of Service

Bismarck Ndou (Whop store) · Effective 5 October 2026 · Contact: ndoubismarck@gmail.com · ndoubismarck.com

1. Agreement

These Terms of Service apply to all products and services purchased from the Bismarck Ndou store on Whop ("we", "us"). By purchasing, you ("the client") agree to these terms, our Refund Policy, and Whop's own terms of use. If the terms of a written project agreement signed by both parties conflict with these terms, the written agreement prevails.

2. Services

We provide custom software development, websites, web, mobile and desktop applications, AI integrations and automations, web scrapers, trading bot development, MCP servers, and consulting, as described on each product listing. Listing descriptions set out what is included; anything not listed is out of scope unless agreed in writing.

3. Scope, kickoff, and milestones

After purchase, we hold a kickoff conversation to confirm requirements, deliverables, milestones, and timeline in writing (via Whop chat or email). That written confirmation defines the project scope.

Changes or additions after kickoff are treated as change requests and quoted separately. Work on a change request begins only after you approve the quote.

4. Client responsibilities

You agree to provide the content, access, credentials, and feedback needed for the project in a timely way. Timelines pause while we are waiting on you. If a project is inactive for more than 30 days because of missing input from you, we may close it and deliver the work completed so far.

You are responsible for ensuring that any content, data, or materials you give us do not infringe anyone else's rights, and that your intended use of the software is lawful.

5. Payment

Prices are listed in US dollars and are paid through Whop's checkout. For larger projects we may agree a deposit with the balance invoiced at agreed milestones. Work starts once the initial payment has cleared. Applicable taxes are calculated at checkout.

6. Revisions and acceptance

Each service includes the number of revision rounds stated on its listing (two rounds where not stated). You have 14 days after delivery to review and report issues; after that, the deliverable is treated as accepted.

7. Ownership and intellectual property

Once payment for a project is made in full, you own the custom code and deliverables we created specifically for you. We keep ownership of our pre-existing tools, libraries, and know-how, and grant you a perpetual, non-exclusive licence to use them as part of your deliverable. Open-source and third-party components remain subject to their own licences.

Unless you ask us not to, we may mention that we worked with you and show non-confidential parts of the work in our portfolio.

8. Confidentiality

We keep your business information, credentials, and non-public project details confidential and use them only to deliver your project.

9. Support and maintenance

Each service includes the post-launch support period stated on its listing (for example, 30 days of bug fixes). Ongoing maintenance, hosting, new features, and support after that period are available separately.

10. Trading software disclaimer

Trading bots, strategies, and related tools are provided as software only and do not constitute financial or investment advice. Trading involves substantial risk of loss. We make no guarantee of profit or performance, past results do not indicate future results, and you are solely responsible for your trading decisions and any resulting losses.

11. Third-party services

Projects may rely on third-party platforms, APIs, hosting, or AI models. We are not responsible for their availability, pricing changes, policy changes, or outages, and you are responsible for any fees they charge.

12. Warranties and limitation of liability

We will perform services with reasonable skill and care. Apart from that, deliverables are provided "as is" without any other warranties to the extent permitted by law.

To the extent permitted by law, our total liability for any claim relating to a purchase is limited to the amount you paid for that purchase, and we are not liable for indirect or consequential losses such as lost profits, lost data, or business interruption.

13. Cancellation and refunds

Cancellations and refunds are governed by our Refund Policy, which forms part of these terms.

14. Governing law

These terms are governed by the laws of Zimbabwe. We will always try to resolve disagreements informally first; please contact us before taking any other action.

15. Changes

We may update these terms from time to time. The version in effect on the date of your purchase applies to that purchase.

16. Contact

Questions about these terms: message us on Whop or email ndoubismarck@gmail.com.