

BIGGART TECH SOLUTIONS FZE

MOBILE APP DEVELOPMENT AND HOSTING AGREEMENT

Last Updated: December 4, 2025

Legal Entity: Biggart Tech Solutions FZE

Registered Location: Ajman Free Zone, United Arab Emirates

Website: www.biggarttech.com

Email: info@biggarttech.com](mailto:info@biggarttech.com

Phone/WhatsApp: +971 52 440 0682

This Agreement governs all mobile app development, hosting, maintenance, subscription plans, platform access, and digital services provided by Biggart Tech Solutions FZE ("Biggart Tech Solutions"). By checking the acceptance box at checkout or using any Biggart Tech Solutions services, the Client agrees to be legally bound by all terms in this Agreement under UAE law.

SECTION 1 — DEFINITIONS

Services means all app development, hosting, support, maintenance, platform access, and digital services provided by Biggart Tech Solutions.

App means the mobile application built, customized, or hosted by Biggart Tech Solutions for the Client.

Client Data means all content, text, logos, videos, images, and materials supplied by the Client.

Developer Account Setup means the process of creating, configuring, or supporting the Client's Apple Developer and Google Play Developer accounts. Developer Account Setup begins once instructions are sent, a Zoom session is scheduled, or onboarding starts.

Platform means the proprietary software platform and app-building technology used by Biggart Tech Solutions.

Privilege Program refers to paid hosting plans: Premium Privilege, Basic Privilege, and No-Frills Hosting.

Fraudulent Activity includes chargebacks, false claims, incorrect allegations, malicious intent, or misuse of Biggart Tech Solutions' platform, staff, or systems.

SECTION 2 — SCOPE OF SERVICES

Biggart Tech Solutions develops and hosts mobile apps using its proprietary platform. Publishing to Apple and Google requires compliance with their guidelines. Apple and Google control approval, rejection, delay, or removal of apps. Approval timelines and outcomes cannot be guaranteed.

SECTION 3 — DEVELOPER ACCOUNT REQUIREMENTS

The Client must maintain active Apple and Google Developer accounts for publication under their name. Fees paid to Apple and Google are non-refundable and unrelated to Biggart Tech Solutions.

The Client is responsible for identity verification, government ID, two-factor authentication, and compliance with Apple/Google requirements.

If these requirements are not met, Biggart Tech Solutions cannot publish the app, and the Client assumes responsibility for delays or non-approval.

If the Client chooses to publish under Biggart Tech Solutions' developer account, the Client must comply with all policies. Biggart Tech Solutions may suspend or delete apps if:

- Content violates Apple or Google policies
- Content violates Biggart Tech Solutions policies
- Content is harmful, misleading, illegal, offensive, or risks the developer account
- The Client ignores warnings or fails to correct issues

Biggart Tech Solutions is not liable for losses if an app is removed due to policy violations.

SECTION 4 — PAYMENT TERMS AND SUBSCRIPTION PLANS

Fees must be paid on time. Hosting renews monthly until canceled.

30 days of nonpayment: suspension.

60 days of nonpayment: permanent deletion of the app and all data.

Reactivation fees apply before deletion.

Subscription Plans:

Premium Privilege Plan: Hosting, in-app subscriptions, customization, analytics, tagging, app manager, app designer.

Basic Privilege Plan: Hosting, customization, tagging, analytics, app manager; excludes in-app subscriptions.

No-Frills Hosting: Hosting only; no customization, app manager, designer, tagging; limited written support.

Free Trial: May be offered for the Basic Plan. No payment required. During the trial, the Client must customize their own app. Biggart Tech Solutions performs no customization or publishing until a paid upgrade.

SECTION 5 — REFUND AND CANCELLATION POLICY

Refunds are not offered except in rare discretionary cases determined solely by Biggart Tech Solutions.

Refunds will NOT be issued if:

- Developer Account Setup has begun
- Onboarding instructions were sent
- A Zoom session was scheduled or completed
- Any customization was performed
- App manager or designer work occurred
- The app was submitted to Apple or Google
- Hosting was activated
- Tagging or analytics were set up

If a discretionary refund is approved:

- Labor performed is non-refundable
- A cancellation fee applies
- Refunds apply only to unused hosting time

Chargebacks are strictly prohibited. Filing a chargeback results in:

- Immediate suspension
- Permanent deletion (if malicious intent is found)
- Submission of evidence to payment processors
- Legal action to recover losses and damages

A second dispute results in a permanent ban and deletion with no refund.

SECTION 6 — INTELLECTUAL PROPERTY

Biggart Tech Solutions retains ownership of all platform technology, systems, and tools.

The Client owns the content they provide.

The Client receives a license to use the app while their subscription is active.

Reverse engineering or copying the platform is prohibited.

SECTION 7 — CONTENT RESTRICTIONS AND HIGH-RISK APPS

High-risk categories (crypto, gambling, adult, trading, medical, legal, regulated industries) face stricter approval. Approval is not guaranteed. The Client is responsible for confirming whether their category is approvable.

SECTION 8 — LIMITATION OF LIABILITY

Biggart Tech Solutions is not liable for:

- Apple or Google delays
- Rejection

- Revenue loss
- Client mistakes
- Policy violations
- Downtime caused by third parties
- Loss of opportunity
- Data loss after deletion
- Client misunderstanding
- Actions taken to protect developer accounts

Liability is limited to the amount paid for the month in which the issue occurred.

SECTION 9 — INDEMNIFICATION

The Client agrees to indemnify Biggart Tech Solutions against all claims, damages, legal fees, and losses arising from:

- Misuse of the app
- Client content
- Policy violations
- Fraudulent activity
- Negligence or misconduct
- Breach of this Agreement

SECTION 10 — NON-DISPARAGEMENT & LIQUIDATED DAMAGES

The Client shall not post or share negative, misleading, or harmful statements about Biggart Tech Solutions.

Violation results in liquidated damages of USD 2,500 per incident plus legal fees. This clause survives termination.

SECTION 11 — APP REMOVAL, TERMINATION, AND DATA IRREVERSIBILITY

The Client must request app removal if they no longer wish to appear on app stores.

Biggart Tech Solutions may remove or delete an app if:

- Policies are violated
- Fraud or disputes occur
- The Client is abusive
- The app risks developer accounts
- The Client violates the Agreement

Data Irreversibility and Non-Retrieval: Once an app, plugin, feature, code block, or any connected module is deleted—whether by Biggart Tech Solutions, the Client, or accidental action—it may become permanently unrecoverable. Biggart Tech Solutions is not responsible for:

- Recovering deleted content, data, code, media, or configurations
- Restoring plugins or modules that previously populated Client-created content
- Rebuilding manual entries, custom pages, settings, or structures lost due to Client error
- Any losses resulting from accidental deletion or modification by the Client

If deletion occurs after nonpayment, suspension, user error, or policy violation, Biggart Tech Solutions has no obligation to reconstruct or restore lost material.

SECTION 12 — GOVERNING LAW

UAE law governs this Agreement. Disputes fall under Dubai courts.

SECTION 13 — ELECTRONIC ACCEPTANCE

By checking the acceptance box, the Client agrees electronically under UAE law.

SECTION 14 — ENTIRE AGREEMENT & NO VERBAL PROMISES

This Agreement is the full understanding between the Client and Biggart Tech Solutions. No verbal statements or informal communications alter this Agreement. Modifications must be written and signed by Biggart Tech Solutions.

SECTION 15 — AFFILIATE CONDUCT & TERMINATION

The Affiliate Program is optional and separate from hosting.

Prohibited conduct includes:

- False or misleading advertising
- Misrepresenting affiliation
- Defamation or harmful content
- Unauthorized branding use
- Promises not provided by Biggart Tech Solutions
- Conduct causing reputational or financial harm

Violations may result in:

- Suspension or termination
- Forfeited rewards
- Cease-and-desist orders
- Required removal of harmful content
- Recovery of damages or legal costs

Severe or repeated violations may result in:

- Permanent ban
- Termination of platform access
- App deletion
- Legal enforcement of indemnification and damages

This clause applies retroactively.

FUTURIST ACADEMY — REFUND, CANCELLATION & CHARGEBACK POLICY

1. All Payments Final After 30 Days.
2. Refunds within 30 days only in rare discretionary cases.
3. Non-refundable fees include completed classes, materials, and staff work.
4. Chargebacks prohibited; result in suspension, ban, and liability for losses and fees.
5. Student must request cancellation in writing.
6. Registration fee required, non-refundable except rare discretionary cases.
7. Misconduct may result in removal with no refund.
8. This policy survives withdrawal.

SECTION 16 — GLOBAL CRISIS, BUSINESS CONTINUITY & FORCE MAJEURE

1. Client payment obligations continue unless Biggart Tech Solutions is directly unable to operate.
2. If Biggart Tech Solutions is affected, up to 12 months may be taken to resolve issues.
3. Payment pauses (max 3 months) are discretionary.
4. If the Client cannot be reached due to regional issues, payments remain due.
5. Regional issues affecting the Client do not modify obligations.
6. Biggart Tech Solutions is not liable for disruptions caused by third parties.
7. App Store or Play Store failures are outside Biggart Tech Solutions' control.
8. Lack of Client response does not pause payments.
9. Standard suspension/deletion timelines apply regardless of crisis.
10. Unpaid balances may be sent to collections.
11. Global service continuity requires uninterrupted Client payment.
12. Accommodations are discretionary.

13. Biggart Tech Solutions is not liable for losses from crises, cyberattacks, government actions, or outages.

SECTION 17 — PERSONAL GUARANTEE

If the Client is a company, the individual completing the purchase and accepting this Agreement personally guarantees all payments, obligations, fees, chargebacks, liquidated damages, and outstanding balances owed to Biggart Tech Solutions. This personal guarantee remains enforceable regardless of the legal status, dissolution, or operational failure of the Client's company.

SECTION 18 — COLLECTIONS AUTHORIZATION

The Client expressly authorizes Biggart Tech Solutions to transfer any unpaid balance, invoice, chargeback loss, or outstanding fee to a third-party collections agency after the standard nonpayment and deletion timelines. The Client agrees to pay any fees, penalties, or interest added by the collections agency. Biggart Tech Solutions cannot waive these fees.

SECTION 19 — NO REVERSAL OF DELETION

Once an app, feature, account, plugin, module, or any stored data is deleted for any reason—including nonpayment, Client action, misuse, accidental deletion, or policy violation—such deletion is permanent and irreversible. Biggart Tech Solutions has no obligation to recover or recreate deleted content under any circumstances.

SECTION 20 — CLIENT BACKUP RESPONSIBILITY

The Client is solely responsible for maintaining backups of all content, media, data, text, images, documents, uploads, custom pages, lists, configurations, or manually-entered information. Biggart Tech Solutions is not responsible for:

- Lost content due to Client error
- Deleted plugins or features
- Corrupted data caused by external systems
- Restoring any manual work performed by the Client
- Rebuilding apps that lose content due to nonpayment or deletion

SECTION 21 — NO LIABILITY FOR THIRD-PARTY FAILURES

Biggart Tech Solutions is not responsible for bugs, outages, policy changes, removals, or data corruption caused by third-party services, including but not limited to:

- Apple App Store
- Google Play Store
- External APIs
- Hosting providers
- SMS gateways, email services, push notification systems
- Third-party plugins or integrations

Any resulting loss, delay, disruption, or deletion is outside the control of Biggart Tech Solutions and not grounds for refund, compensation, or liability.

SECTION 22 — STRIPE METADATA & CHECKOUT DISCLOSURE

The Client acknowledges and agrees that:

1. The full Terms of Service are linked at checkout.
2. The Client must click “I Agree” before submitting payment.
3. Stripe metadata for every transaction includes a direct reference to these Terms.
4. The Client is bound by these Terms for every payment, subscription, or renewal.

SECTION 23 — JURISDICTION & ARBITRATION (DUBAI)

All disputes shall be resolved under the exclusive jurisdiction of Dubai. At the discretion of Biggart Tech Solutions, disputes may alternatively be resolved through binding arbitration under the DIFC-LCIA Arbitration Centre. Arbitration decisions are final and enforceable in all jurisdictions.

End of Agreement