

# Payment Terms & Conditions

## 1. Payment Structure

The total project amount shall be paid according to the following structure:

- **Two (2) installments** if the total project amount is **below 25,000 BDT**.
- **Three (3) installments** if the total project amount is **25,000 BDT or more**.

### 1.1 Down Payment (Project Confirmation)

A **non-refundable down payment** is required to confirm the project and initiate development.

No work shall commence until the down payment has been **received and officially confirmed** by Auxtech.

### 1.2 Midpoint Installment (*Applicable for projects with three installments*)

For projects that are divided into **three installments**, the second installment shall be due at the **midpoint of the agreed project timeline**.

Failure to clear this installment may result in the **immediate suspension of development** until the payment has been received and confirmed.

### 1.3 Final Installment (Pre-Delivery Clearance)

The **final installment must be paid in full prior to project delivery**.

For projects divided into **two installments**, the remaining balance shall be paid **before final delivery**.

For projects divided into **three installments**, the final installment shall be paid **after completion of development and before deployment**.

Final delivery includes but is not limited to:

- Final deployment of the project
- Transfer of project ownership
- Delivery confirmation
- Release of production credentials
- Handover of source code or administrative access

**Auxtech reserves the full right to withhold delivery, deployment, and system access until the total project payment has been received in full.**

## 2. Late Payment & Financial Penalty

All payments must be made on or before the agreed due dates.

If payment is not received by the due date:

- A late fee of **5% of the outstanding amount per 7 calendar days** shall be applied.
- Late fees will accumulate on a rolling basis until the outstanding balance is cleared.
- Continued delay beyond 30 days may result in permanent suspension of services and additional legal recovery actions.

Auxtech reserves the right to adjust the late fee structure in accordance with applicable commercial regulations if necessary.

## 3. Default & Suspension Policy

If the client fails to make payment by the agreed deadline, the following enforcement process shall apply:

1. Up to three (3) verbal reminders may be issued.
2. A formal written notice of default will be sent.
3. If payment remains unpaid within the deadline stated in the written notice, Auxtech reserves the unconditional right to:
  - Suspend the project immediately
  - Pause all development work
  - Disable system functionality
  - Restrict administrative access
  - Withhold deployment

No further development obligations shall continue during suspension.

## 4. Automated Suspension License Mechanism

The delivered system includes a built-in license control and suspension mechanism.

If payment is not completed within the specified deadline:

- The system may automatically deactivate.
- Access to the website and administrative panel may be restricted.
- The platform may enter a suspended state.
- A payment deadline zone may be activated.

The client acknowledges and agrees that Auxtech has the full legal and technical authority to enforce such suspension in the event of payment default.

Reactivation will occur only after:

- Full outstanding payment clearance
- Settlement of all accumulated late fees
- Written confirmation from Auxtech

## 5. Ownership & Intellectual Property Protection

Until full payment is received:

- All intellectual property rights remain exclusively with Auxtech.
- The client does not obtain ownership rights.
- License to use the system remains conditional and revocable.
- Source code transfer rights are withheld.

Ownership transfer occurs only upon full financial settlement.

## 6. Recovery & Legal Rights

If payment default continues beyond 30 days:

- Auxtech reserves the right to pursue recovery through legal channels.
- Collection costs, legal fees, and recovery expenses shall be borne by the client.
- Auxtech may permanently revoke system license rights.

## 7. Client Agreement

By proceeding with the project, the client:

- Acknowledges understanding of these terms.
- Accepts the payment structure and enforcement rights.
- Agrees that suspension mechanisms are lawful and contractually binding.
- Waives any claim arising from service suspension due to non-payment.