

Client Terms and Conditions

Effective Date: 1st July 2025

1. Agreement Overview

These Terms and Conditions (“Agreement”) govern your relationship with AUXTECH BD regarding the use of our services and solutions. By using our services, you acknowledge and agree to these terms.

2. Services Provided

AUXTECH BD offers software development, web development, UI/UX design, digital marketing, consultancy, and related IT services. Specific service details, features, and deliverables will be outlined in individual contracts or project agreements.

3. Engagement and Communication

Clients must engage in timely communication and provide the necessary materials, feedback, and approvals to ensure smooth project execution. AUXTECH BD is not responsible for delays caused by lack of client communication or incomplete input.

AUXTECH BD reserves the right to suspend or cancel the project if the client fails to provide the required information, content, or source materials after three (3) documented requests. These requests may be made via email, phone call, instant message, or any official communication channel, provided that proof of such requests can be demonstrated.

4. Fees, Taxes, and Payment

- Project pricing is provided in advance and agreed upon through a formal proposal or invoice.
- All fees are payable in Bangladeshi Taka (BDT) or USD as agreed, and are due on the schedule defined in the agreement.
- All applicable Value Added Tax (VAT) and other government taxes/charges under the laws of Bangladesh shall be borne by the client in addition to the service fees.

5. Project Delivery and Revisions

- Timelines are estimated based on the project scope and client cooperation.
- Revisions outside of the agreed scope may incur additional charges.
- Clients are entitled to a reasonable number of revisions, as outlined in the contract.

6. Intellectual Property Rights

- All source code, designs, and digital materials remain the property of AUXTECH BD until full payment is received.
- Upon final payment, ownership may be transferred to the client as per the agreement.
- AUXTECH BD reserves the right to showcase completed work in its portfolio unless otherwise agreed in writing.

7. Confidentiality

Both AUXTECH BD and the client agree to keep confidential any sensitive information disclosed during the course of the project. This includes, but is not limited to, business strategies, trade secrets, customer data, and proprietary materials.

8. Warranty and Support

- AUXTECH BD offers limited warranties on its services for a period of 30 days post-delivery.
- Support and maintenance beyond this period must be outlined in a separate agreement or subscription plan.
- This clause does not override any statutory consumer rights available under the laws of Bangladesh.

9. Termination and Refunds

- Either party may terminate the project with written notice.
- The client is responsible for payment of all work completed up to the termination date.
- If a project is canceled due to client negligence or failure to provide required inputs (as described in Clause 3), all advance payments shall remain strictly non-refundable.
- Once a project agreement is signed by both parties, advance payments are strictly non-refundable, except at AUXTECH BD's sole discretion where no substantial work has begun.
- This clause shall be applied in line with the Consumer Rights Protection Act 2009 (Bangladesh), where applicable.

10. Limitation of Liability

- In no event shall AUXTECH BD be liable for any indirect, incidental, special, or consequential damages.
- Total liability is limited to the amount paid by the client for the specific project or service.
- Nothing in this Agreement excludes liability that cannot be limited under Bangladesh law.


11. Governing Law and Dispute Resolution


- This Agreement shall be governed by and construed in accordance with the laws of Bangladesh.
- Any disputes arising from this Agreement shall first be attempted to resolve through good-faith negotiation.
- If unresolved, the matter shall be settled exclusively in the courts of Bangladesh.

Contact Information

AUXTECH BD

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