

Axichat Terms of Service
Effective date: July 01, 2026
Axichat LLC ("Axichat", "we", "us")
Contact: support@axichat.com

1. Acceptance of These Terms

These Terms of Service ("Terms") govern your use of Axichat-hosted services, Axichat websites, and official Axichat client builds we distribute (together, the "Services"). The Axichat client application is open source software and may also be used with third-party servers not operated by Axichat. By creating an account, accessing, or using the Services, you agree to these Terms. If you do not agree, do not use the Services.

2. Eligibility

You must be at least 18 years old to use the Services. The Services are not intended for minors. You may not use the Services if you are prohibited from receiving services under applicable laws, including sanctions or export control laws.

3. Accounts and Security

- You are responsible for maintaining the confidentiality of your login credentials and for all activity under your account.
- You agree to provide accurate information when creating an account and to keep it up to date.
- You can change your password and manage available account settings using the controls we provide.
- If you believe your account has been compromised, notify us at support@axichat.com. We may require reasonable security steps, such as rotating passwords, and may suspend access if we believe your account is compromised.

4. The Services

Axichat provides communications software and hosted services that may include:

- XMPP messaging, presence, contacts/rosters, offline message storage, group chats, and optional message archive management (MAM).
- Email services, such as SMTP submission, mailbox storage, and related protocols where enabled.
- Calendar, task, and reminder features where enabled.
- Attachment upload and retrieval to support message and email delivery.
- Push notifications and account recovery features where supported.

We may add, remove, limit, or change features over time. We may offer beta or experimental features that may be unstable. We may impose reasonable usage, storage, message size, sending, or rate limits to protect the Services and other users.

5. Reliability, Backups, and Critical Use

Axichat is a general-purpose chat, email, calendar, and reminder service. We work to keep the Services reliable, but delivery, timing, storage, retrieval, spam filtering, notifications, reminders, calendar events, attachments, account recovery, and third-party routing are not guaranteed. Messages, emails, reminders, and notifications may be delayed, dropped, misrouted, filtered, duplicated, corrupted, deleted, or not delivered.

Do not rely on the Services as your only system for emergencies, legal deadlines, financial deadlines, medical needs, safety-critical notices, or other critical communications. You are responsible for keeping your own backups of important information and independently confirming important messages, appointments, deadlines, and reminders.

6. Fees, App Stores, and Purchases

Some Axichat builds or services may be free, and some may require payment. Pricing, included features, and platform availability may differ by operating system, app store, package repository, website, hosted plan, or promotion.

If you buy or download Axichat through an app store or other third-party platform, that platform may handle payment processing, taxes, refunds, family sharing, device eligibility, and app licensing under its own terms. For example, Apple handles purchases, taxes, and refund requests for paid downloads made through the Apple App Store. Deleting your Axichat account does not automatically refund a platform purchase or cancel a platform-managed subscription, if any.

Unless a separate written agreement says otherwise, purchasing or downloading an official client build does not create a service-level agreement, guarantee uninterrupted hosted service, or give you a right to use Axichat-hosted services in violation of these Terms.

7. User Content and Communications

"Content" means information you upload, submit, store, send, or receive through the Services, including messages, emails, attachments, calendar entries, reminders, avatars, and profile information. You retain ownership of your Content. To provide the Services, you grant Axichat a limited, worldwide, non-exclusive, royalty-free license to host, store, reproduce, transmit, display, and process your Content solely to operate, maintain, secure, support, and improve the Services and to deliver your Content to your intended recipients.

You are responsible for your Content and for ensuring you have the rights to send or store it. You agree not to use the Services to infringe others' rights or to violate applicable law.

Axichat-hosted services do not currently provide end-to-end encryption. This means Axichat servers may process message, email, calendar, reminder, and attachment content in decrypted form for delivery, storage, retrieval, and support. Communications sent using XMPP, email, or federation may involve other networks and providers. Some metadata, such as sender, recipient, timestamps, message IDs, delivery status, and routing information, is required to operate the Services.

8. Acceptable Use

You agree not to misuse the Services. In particular, you will not:

- Use the Services for illegal, harmful, abusive, harassing, threatening, hateful, exploitative, or deceptive activity.
- Send spam, phishing, malware, abusive messages, bulk unsolicited communications, or deceptive commercial messages, or run open relays.
- Impersonate others, misrepresent your identity, forge headers, or mislead recipients about the origin or purpose of communications.
- Attempt to gain unauthorized access to the Services or related systems, probe or scan for vulnerabilities, bypass rate limits or security controls, or interfere with service integrity or availability.
- Use the Services in a way that violates others' privacy, publicity, intellectual property, or other rights.
- Use automated means to create accounts or access the Services in a way that is not authorized by us.

We may remove Content, block delivery, restrict features, or suspend or terminate accounts that violate these Terms, create risk for users or the Services, or require action under law or platform rules. Users can block abusive accounts in the app and may report abuse through in-app controls or by contacting support@axichat.com.

9. Email-Specific Rules

If you use Axichat-hosted email services, you agree to:

- Comply with applicable anti-spam and electronic communications laws, including CAN-SPAM and similar laws in other jurisdictions.
- Send only messages you are authorized to send and that recipients reasonably expect to receive.
- Not use the Services to send bulk unsolicited or deceptive email.
- If you send commercial email, comply with applicable requirements such as accurate headers, non-deceptive subject lines, required disclosures, a valid sender address, and required opt-out mechanisms.

10. Push Notifications

Push notifications are optional and are delivered through platform providers, such as Apple Push Notification service (APNs) on iOS and third-party or user-selected notification distributors on other platforms where supported. Push notifications may be delayed or not delivered. Depending on your device settings and platform behavior, notifications may display previews such as sender names, subject lines, or message snippets. You are responsible for configuring your device notification settings. You can disable push notifications in your device settings and, where supported, inside the app.

11. Federation and Third-Party Services

The Axichat client may allow you to connect to third-party services, such as a non-Axichat XMPP server, third-party email provider, app store, operating system service, push notification service, or website. Those third parties are not operated by Axichat, and their terms and privacy policies govern your use of their services. Axichat is not responsible for third-party services.

Axichat-hosted XMPP services are intended primarily for communication between Axichat accounts. Server-to-server federation may be disabled, limited, or available depending on configuration. If you communicate with a user on another domain, that domain's server will process your communications.

12. Account Deletion, Suspension, and Termination

You may stop using the Services at any time. You may delete your Axichat-hosted account using in-app controls. If you cannot access the app, contact support@axichat.com for help with deletion. We may require reasonable verification before deleting an account. Account deletion removes or anonymizes account data within a reasonable period, subject to legal, security, fraud-prevention, backup, and operational requirements described in our Privacy Policy.

Deleting your account does not necessarily delete copies of messages, emails, or files already delivered to recipients, third-party servers, mail systems, backups, or devices outside Axichat's control. If an app store or platform handled your purchase, use that platform's tools for purchase history, refunds, subscription management, or billing questions.

We may suspend or terminate your access to the Services, with or without notice, if we reasonably believe you violated these Terms or applicable law, your account poses a security or abuse risk, we must do so to comply with legal requirements, or we discontinue the Services.

13. Intellectual Property and Open Source

Axichat and its licensors retain all rights, title, and interest in the Services, including our trademarks, logos, and service marks. Except as expressly allowed, you may not use Axichat branding without our permission. Nothing in these Terms restricts your rights under applicable open source licenses for any Axichat client software code we distribute.

14. Privacy

Our Privacy Policy explains how we collect, use, share, retain, and delete information. By using the Services, you agree that we may process information as described in the Privacy Policy.

15. Notices and Communications

We may send you service-related communications, including security notices, administrative messages, policy updates, and support responses, by email, in-app notifications, push notifications, website notices, or through the Services. You are responsible for keeping your contact information up to date.

16. Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, AXICHAT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, AND THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR AVAILABLE AT ANY PARTICULAR TIME. YOU USE THE SERVICES AT YOUR OWN RISK. AXICHAT IS NOT RESPONSIBLE FOR THE CONTENT OR CONDUCT OF USERS OR THIRD PARTIES.

NO EMERGENCY SERVICES: THE SERVICES DO NOT PROVIDE ACCESS TO EMERGENCY SERVICES OR EMERGENCY SERVICE PROVIDERS.

17. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL AXICHAT OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, OR PARTNERS (TOGETHER, THE "AXICHAT PARTIES") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, CONTENT, GOODWILL, BUSINESS, OR OPPORTUNITY, ARISING OUT OF OR RELATED TO THE SERVICES OR THESE TERMS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF THE AXICHAT PARTIES FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE GREATER OF \$100,000 OR THE AMOUNT YOU PAID DIRECTLY TO AXICHAT FOR THE SERVICES IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM. THESE LIMITATIONS APPLY TO ALL CLAIMS, INCLUDING CLAIMS BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL THEORY, EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Some jurisdictions do not allow certain warranty disclaimers or liability limitations. In those jurisdictions, the limitations apply only to the maximum extent permitted by law.

18. Indemnification

To the maximum extent permitted by law, you agree to indemnify and hold harmless the Axichat Parties from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or related to your use of the Services, your Content, or your violation of these Terms or applicable law.

19. Governing Law and Venue

These Terms are governed by the laws of the State of Wyoming, USA, without regard to conflict of law principles, except to the extent such laws are preempted by or inconsistent with applicable law. Except where prohibited by applicable law, you agree that any dispute arising out of or relating to these Terms or the Services will be brought in the state or federal courts located in Wyoming, and you consent to personal jurisdiction in those courts.

20. Miscellaneous

- Severability: If any provision of these Terms is held invalid or unenforceable, the remaining provisions will remain in effect.

- Assignment: You may not assign these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition, reorganization, financing, or sale of assets.
- No waiver: Our failure to enforce any provision is not a waiver of our right to do so later.
- Entire agreement: These Terms and the Privacy Policy form the entire agreement between you and Axichat regarding the Services.

21. Changes to These Terms

We may update these Terms from time to time. We will post the updated Terms at axichat.com and update the effective date. If changes are material, we may provide additional notice through the Services or by email. Your continued use of the Services after changes become effective means you accept the updated Terms.

22. Contact

Questions about these Terms? Contact:

- Email: support@axichat.com
- Mail: Axichat LLC, Attn: Legal, 1908 Thomes Ave STE 12716, Cheyenne, WY 82001, USA