

Axichat Terms of Service

Effective date: January 09, 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 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 (for example, due to sanctions or export controls).

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 using available account controls.
- If you believe your account has been compromised, notify us at support@axichat.com.

We may require you to take reasonable steps to secure your account (for example, rotating passwords) and may suspend access if we believe your account is compromised.

4. The Services

Axichat provides hosted communications 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 and mailbox storage, and related protocols (where enabled).
- Attachment upload and retrieval to support message and email delivery.

- Push notifications (where supported).

We may add, remove, or change features at any time. We may offer beta or experimental features that may be unstable.

Fees: The Services are currently offered free of charge. We may introduce paid features or fees in the future, but we will provide notice before charging you.

Limits: We may impose reasonable usage, storage, or message size limits to protect the Services and other users.

5. User Content and Communications

“Content” means information you upload, submit, store, send, or receive through the Services, including messages, emails, attachments, avatars, and profile information.

You retain ownership of your Content. However, to provide the Services, you grant Axichat a limited, worldwide, non-exclusive, royalty-free license to host, store, reproduce, transmit, and display your Content solely to operate, maintain, 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.

No end-to-end encryption: Axichat-hosted services do not provide end-to-end encryption. This means Axichat servers may process message and email content in decrypted form for delivery and storage.

You understand that communications sent using XMPP or email may involve other networks and providers. Delivery is not guaranteed. Some metadata (for example, sender, recipient, timestamps) is required for routing and delivery.

6. Acceptable Use

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

- Use the Services for illegal, harmful, or abusive activities, including harassment, threats, hate, or exploitation of others.
- Send spam, phishing, malware, or bulk unsolicited communications, or run open relays.
- Attempt to gain unauthorized access to the Services or related systems, probe or scan for vulnerabilities, or bypass rate limits or security controls.
- Interfere with the integrity, availability, or performance of the Services (for example, through denial-of-service attacks).
- Use the Services in a way that violates others’ privacy, publicity, or intellectual property rights.
- Misrepresent your identity, impersonate others, or mislead recipients about the origin of messages.

- Use automated means to create accounts or to access the Services in a way that is not authorized by us.

We may remove Content, restrict features, or suspend or terminate accounts that violate these Terms or that create risk for users or the Services.

7. Email-Specific Rules

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

- Comply with applicable anti-spam and electronic communications laws and regulations (including CAN-SPAM and similar laws in other jurisdictions).
- Send only messages you are authorized to send and that recipients expect to receive.
- Not use the Services to send bulk unsolicited or deceptive email.

If you send commercial email, you are responsible for complying with applicable requirements such as accurate headers, a non-deceptive subject line, and any required opt-out mechanisms and disclosures.

8. Push Notifications

If you enable push notifications, you acknowledge that push notifications are delivered through platform providers:

- iOS notifications are delivered through Apple Push Notification service (APNs).
- Android notifications may be delivered through UnifiedPush in the future, typically via a distributor app you choose.

Push notifications may display previews (for example, a sender name or subject line) depending on your device settings. You are responsible for configuring your device notification settings. You can disable push notifications in your device settings and/or within the app (where supported).

9. Federation and Third-Party Services

The Axichat client may allow you to connect to third-party services (for example, a non-Axichat XMPP server or third-party email provider). 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.

Federation note (XMPP): 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 other domain's server will process your communications.

10. Suspension and Termination

You may stop using the Services at any time. You may delete your account using available in-app controls or by contacting support@axichat.com.

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 risk or is involved in abuse;
- we must do so to comply with legal requirements; or
- we discontinue the Services.

Effect of account deletion: When you delete your account, we will remove or anonymize account data within a reasonable period, subject to legal and operational requirements. However, messages and emails you have already sent may remain visible to recipients and may be retained in recipients' archives, mailboxes, or devices. Deleted data may also persist for a limited time in backups as described in our Privacy Policy.

If your account is terminated by Axichat, we may delete or disable access to your Content, subject to applicable law and our data retention practices described in the Privacy Policy.

11. 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.

12. Privacy

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

13. Notices and Communications

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

14. 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, AND THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

YOU USE THE SERVICES AT YOUR OWN RISK. AXICHLAT 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.

15. Limitation of Liability

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

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF THE AXICHLAT PARTIES FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU PAID TO AXICHLAT FOR THE SERVICES IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

16. 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: (a) your use of the Services, (b) your Content, or (c) your violation of these Terms or applicable law.

17. 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.

18. 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, 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.

19. 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.

20. Contact

Questions about these Terms? Contact:

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