

Akixi Terms of Service

Welcome to Akixi! By using Akixi's products, software, services or web sites ("Akixi services"), you agree to the following terms and conditions, and any policies, guidelines or amendments thereto that may be presented to you from time to time, including but not limited to Program Policies and Legal Notices (collectively, the "Terms"). We may update the Terms in the future, and you will be able to find the most current version of this agreement at <http://www.akixi.com/TermsOfService.php>.

1. USE OF SERVICES

Akixi Limited, its subsidiaries and affiliated companies, including your account administrator offer Akixi services to you, provided that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United Kingdom or other applicable jurisdiction. In order to access certain services, you may be required to provide current, accurate identification, contact, and other information as part of the registration process and/or continued use of Akixi services. You are responsible for maintaining the confidentiality of your account password, and are responsible for all activities that occur under your account. You agree to immediately notify Akixi of any unauthorized use of your password or account or any other breach of security. Akixi cannot and will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your password secure.

2. APPROPRIATE CONDUCT

You agree that you are responsible for your own conduct and any Content that you create, transmit or display while using Akixi services and for any consequences thereof. You agree to use Akixi services only for purposes that are legal, proper and in accordance with the Terms and any applicable policies or guidelines. You agree that you will not engage in any activity that interferes with or disrupts Akixi services or servers or networks connected to Akixi services. To report any activity or Content that may violate the Terms, please contact us at <http://www.akixi.com/Contact.php>.

In addition to this agreement, your use of some specific Akixi services is governed by the policies or guidelines specific to those services and which are specifically incorporated into this agreement.

You agree to comply with your company's data usage and privacy policies.

Users outside of the United Kingdom agree to comply with their own local rules regarding online conduct and acceptable content, including laws regulating the export of data to and from the United Kingdom, United States or your country of residence.

3. AKIXI PRIVACY POLICY

For information about our data protection practices, please see our Privacy Policy at <http://www.akixi.com/PrivacyPolicy.php>. By using Akixi services, you acknowledge and agree that Akixi may access, preserve, and disclose your account information and any Content associated with that account if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) satisfy any applicable law,

regulation, legal process or enforceable governmental request, (b) enforce the Terms, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues (including, without limitation, the filtering of spam), or (d) protect against imminent harm to the rights, property or safety of Akixi, its users or the public as required or permitted by law.

You understand that the technical processing and transmission of Akixi services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks, devices or services.

You also understand and agree that your account administrator may have access to your account and its content, and may suspend or terminate your account access and your ability to modify your account.

4. **PROPRIETARY RIGHTS**

Akixi's Rights

You acknowledge and agree that Akixi services and any necessary software used in connection with Akixi services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws and treaties. You further acknowledge and agree that Content contained in sponsor advertisements or presented to you through Akixi services is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Akixi or other proper third party rights holders, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on Content, Akixi services or Software, in whole or in part except as specifically authorized in a separate written agreement.

Subject to the Terms, Akixi grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software, unless such activity is expressly permitted or required by law or has been expressly authorized by Akixi in writing. You agree not to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to Akixi services. You agree not to access Akixi services by any means other than through the interface that is provided by Akixi for use in accessing Akixi services except as specifically authorized in a separate written agreement. Except as expressly authorized by Akixi you agree not to use, copy, imitate, or incorporate any trademark, service mark, trade dress, company name, or product name in a way that is likely to cause confusion among consumers. You also agree not to remove, obscure, or alter Akixi's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Akixi services or Software.

5. **SOFTWARE AND AUTOMATIC UPDATES**

Akixi Software may automatically report version number or other diagnostic information and may automatically download upgrades to the Software to update, enhance and further develop Akixi services, including providing bug fixes, patches, enhanced functions, missing plug-ins and new versions.

6. **POLICIES REGARDING COPYRIGHT AND TRADEMARKS**

Any use of Akixi's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features requires the use of Akixi's permission, and must be in strict compliance with the terms of a separate agreement you must specifically enter into with Akixi, and also must be in compliance with any content contained or referenced therein that may be found on the Akixi web site at the following URL: <http://www.akixi.com> (or such other URL that Akixi may provide from time to time).

7. **GENERAL PRACTICES REGARDING USE AND STORAGE**

You agree that Akixi has no responsibility or liability for the deletion or failure to store any Content and other communications maintained or transmitted by Akixi services. You acknowledge that Akixi may have set no fixed upper limit on the number of records you may create or receive through Akixi services or the amount of storage space used; however, we retain the right, at our sole discretion, to create limits at any time with or without notice.

You agree that Akixi will only store call and activity records created through it's service, for a period not less than three months.

Upon the termination of your use of Akixi services, Akixi will close your account and you will no longer be able to retrieve content contained in that account.

8. **NO RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of Akixi services, use of Akixi services, or access to Akixi services except as otherwise expressly provided in the Terms or as specifically authorized in a separate written agreement.

9. **MODIFICATIONS TO SERVICE**

Akixi reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, Akixi services (or any part thereof) with or without notice. You agree that Akixi shall not be liable to you or to any third party for any modification, suspension or discontinuance of Akixi services.

10. **TERMINATION**

Subject to any contractual term entered into for Akixi services, you may discontinue your use of Akixi services at any time thereafter. You agree that Akixi may at any time and for any reason, including a period of account inactivity, terminate your access to Akixi services, terminate the Terms, or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to Akixi services, your account or any files or other content contained in your account. Sections 10 (Termination), 13 (Indemnity), 14 (Disclaimer of Warranties), 15 (Limitations of Liability), 16 (Exclusions and Limitations) and 19 (including choice of law,

severability and statute of limitations), of the Terms, shall survive expiration or termination.

11. ADVERTISEMENTS

Some Akixi services may be supported by advertising revenue and may display advertisements and promotions on the service. Such advertisements may be targeted to the content of information stored on the Akixi services, queries made through Akixi services or other information. The manner, mode and extent of advertising by Akixi on its services are subject to change. As consideration for your use of Akixi services, you agree that Akixi may place such advertising and that Akixi shall not be responsible or liable for any loss or damage of any sort incurred by you as a result of the presence of such advertisers on Akixi services or your subsequent dealings with advertisers.

12. LINKS

Akixi services may provide, or third parties may provide, links to other World Wide Web sites or resources. Akixi may have no control over such sites and resources and you acknowledge and agree that Akixi is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Akixi shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

13. INDEMNITY

You agree to hold harmless and indemnify Akixi, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners, (collectively "Akixi and Partners") from and against any third party claim arising from or in any way related to your use of Akixi services, violation of the Terms or any other actions connected with use of Akixi services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Akixi will provide you with written notice of such claim, suit or action.

14. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF AKIXI SERVICES IS AT YOUR SOLE RISK. AKIXI SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AKIXI AND PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

- b. AKIXI AND PARTNERS DO NOT WARRANT THAT (i) AKIXI SERVICES WILL MEET YOUR REQUIREMENTS, (ii) AKIXI SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE OPERATION OF YOUR TELEPHONE SYSTEM AND/OR ASSOCIATED VOICE CALLS WILL BE

UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iv) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF AKIXI SERVICES WILL BE ACCURATE OR RELIABLE, (v) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH AKIXI SERVICES WILL MEET YOUR EXPECTATIONS, AND (vi) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF AKIXI SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AKIXI OR THROUGH OR FROM AKIXI SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

15. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT AKIXI AND PARTNERS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF AKIXI OR PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE AKIXI SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM AKIXI SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON AKIXI SERVICES; OR (v) ANY OTHER MATTER RELATING TO AKIXI SERVICES.

16. EXCLUSIONS AND LIMITATIONS

NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN SECTIONS 14 AND 15 WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

17. NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in the Terms, there shall be no third party beneficiaries to the Terms.

18. NOTICE

You agree that Akixi may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on Akixi services.

19. GENERAL INFORMATION

Entire Agreement. The Terms (including any policies, guidelines or amendments that may be presented to you from time to time such as Program Policies and Legal Notices) constitute the entire agreement between you and Akixi and govern your use of Akixi services, superseding any prior agreements between you and Akixi for the use of Akixi services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Akixi services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. The Terms and the relationship between you and Akixi shall be governed by the laws of the United Kingdom without regard to its conflict of law provisions. You and Akixi agree to submit to the personal and exclusive jurisdiction of the courts located within the county of the United Kingdom.

Waiver and Severability of Terms. The failure of Akixi to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Akixi services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section headings in the Terms are for convenience only and have no legal or contractual effect.

Important Privacy Notice

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Akixi services are offered by Akixi in conjunction with your account administrator and that administrator may have access to your account information including your email and records. Specifically, subject to your account administrator's privacy policies, your account administrator may:

- View statistics regarding your account, such as information concerning your last login or data storage usage;
- Change your account password, suspend or terminate your account access and your ability to modify your account;
- Access or retain information stored as part of your account, including your email, contacts and other information; and,

- Receive account information in order to satisfy applicable law, regulation, legal process or enforceable governmental request.

Akixi's other use of your information is governed by the [Akixi Privacy Policy](#) and the applicable specific services privacy policies.