

# **Akabis, LLC Terms & Conditions**

Effective Date: November 11, 2024 Last Updated: January 13, 2025

### 1. Introduction

Welcome to Akabis, LLC ("Company," "we," "our," "us"). By using our hosting and telecommunication services ("Services"), you agree to comply with these Terms and Conditions ("Terms"). If you do not agree with any part of these Terms, you may not use our Services.

## 2. Hosting Services

### 2.1 Service Availability

We strive to provide a high level of service availability. However, we do not guarantee uninterrupted service and are not liable for any downtime due to maintenance, unforeseen circumstances, or third-party issues.

### 2.2 Data Protection

We implement security measures to protect your data. However, we are not responsible for any loss, corruption, or unauthorized access to your data due to external factors beyond our control.

## 2.3 Acceptable Use

You may not use our hosting services to:

- Engage in illegal activities.
- Distribute malware, spam, or phishing content.
- Host copyrighted content without permission.



Overload the network with excessive bandwidth usage.

### 3. Telecommunication Services

#### 3.1 Voice & SMS Services

Our telecommunication services include voice and SMS messaging. You agree to comply with all applicable laws, including but not limited to the Telephone Consumer Protection Act (TCPA) and Federal Communications Commission (FCC) regulations.

## 3.2 Fair Usage Policy

Excessive use of our telecommunications services, including bulk SMS or auto-dialing, without prior authorization may result in suspension or termination of services.

## 4. SMS Policy

By using our SMS services, you agree to receive informational messages (updates, alerts, account notifications, etc.) from Akabis, LLC.

- Message Frequency: Varies based on account activity.
- Message & Data Rates: Carrier toll and data charges may apply.
- **Opting Out**: You can opt out at any time by replying "STOP." After opting out, you will no longer receive SMS messages from us.
- **Support**: Reply "HELP" for assistance or email us at support@akabis.com.
- **No Third-Party Sharing**: We do not share your phone number with third parties for marketing purposes.

# 5. Fees & Payments



## 5.1 Billing

Services are billed in accordance with the agreed pricing plan. Failure to make timely payments may result in service suspension.

#### 5.2 Refunds

Refunds are issued at our sole discretion. Setup fees and monthly charges are generally non-refundable.

## 6. Termination & Suspension

We reserve the right to terminate or suspend your service if:

- You violate any part of these Terms.
- Your account is involved in illegal or fraudulent activities.
- You fail to make timely payments.

# 7. Limitation of Liability

We are not liable for any indirect, incidental, or consequential damages resulting from the use or inability to use our Services.

# 8. Changes to These Terms

We may update these Terms periodically. Continued use of our Services after an update constitutes acceptance of the revised Terms.

### 9. Contact Information

For any questions regarding these Terms, please contact us at: Email: support@akabis.com



By using our Services, you acknowledge that you have read, understood, and agree to these Terms and Conditions.