Faxaroo Terms and Conditions

Last modified on 14th December 2023

1. Important Information

1.1 This page sets out the Terms and Conditions in which Faxaroo will provide services to its Customers. The Customer's use of the Services constitutes Customer's agreement to these Terms and Conditions, which forms a contractual relationship between Customer and Faxaroo. These Terms and Conditions create important legal rights and obligations upon Faxaroo and the Customer. If the Customer does not agree to these Terms and Conditions, the Customer is not authorized and must not use the Services.
1.2 Faxaroo reserves the right to change the Terms and Conditions and Service offerings at any time without prior notice. All current Terms and Conditions for Faxaroo Services are available on the Faxaroo website.
1.3 Where there is a change to fees or pricing, Faxaroo will publish changes to pricing on the Faxaroo website.
1.4 Faxaroo will identify the date of the last review to Terms and Conditions online. It is the Customer's responsibility to ensure they have read and understood all updates to the Terms and Conditions. The Customer shall be deemed to have accepted any changes by continuing to use Faxaroo Services.
1.5 All sections of these Terms and Conditions will survive beyond termination, including, without limitation, ownership, warranty disclaimers and limitations of liability.

2. Definitions

In Faxaroo's Terms and Conditions, the following words and phrases have the following meanings:
2.1 *Business Day* refers to the days the business operates for Support Services. This is typically Monday to Friday unless deemed a federal holiday, or for circumstances where Force Majeure applies.
2.2 *Content* means data, information, images, and all other data that the Customer sends via Faxaroo's Services.
2.3 *Fees or pricing* mean:
(a) monetary consideration payable for Faxaroo Services in the amount appearing on our website and/or promotional material, updated from time to time, and (b) Any other mutually agreed expenses for Service at Faxaroo's prevailing rates.
2.4 *Force Majeure* means a circumstance beyond the reasonable control of Faxaroo, which results in Faxaroo being unable to observe or perform on time an obligation in our Terms and Conditions, including:
(a) Acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires, power supply disruptions (howsoever caused), internet downtime and any natural disaster; (b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution; and (c) industrial action or strikes.

2.5 *Services* refer to the services provided by Faxaroo, including, but not limited to, Faxaroo Pay-As-You-Go Fax Sending services.
2.6 *Support Services* refer to the assistance provided to the Customer by Faxaroo in relation to the Customer's use of Faxaroo's available Services.
2.7 *System Maintenance* means the duration that Faxaroo, or related carriers, are required to perform scheduled or unscheduled maintenance.

3. Interpretation

3.1 In these Terms and Conditions, unless the contrary intention appears:
(a) words in the singular number include the plural and vice versa; (b) words importing a gender include any other gender; (c) a reference to a person includes bodies corporate and unincorporated associations and partnerships; (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings; (e) a reference to a party includes its successors and assigns (where permitted); (f) a reference to any schedule includes a reference to any part of that schedule which is incorporated by reference; (g); monetary references are references to U.S dollar currency. (h) any references to sales tax refer to the applicable sales tax charged by the respective state and/or local tax jurisdiction, if any, at the rate charged by such tax jurisdiction.
3.2 If any term, covenant, item or condition of these Terms and Conditions, or the application of it to any person or circumstance, is deemed to be invalid or unenforceable, the remaining terms, covenants and conditions will not be affected and will be valid and enforceable.

4. Term and Termination

4.1 These Terms and Conditions are binding on each use of Faxaroo services.
4.2 Faxaroo services are available to use on a Pay-As-You-Go basis for facsimile sending, as such there are no contracts or ongoing charges.
4.3 Faxaroo services shall not be used for spam or intent to engage in fraudulent activity via use of facsimile sending. Faxaroo will block access in the event this behaviour is identified.
4.4 Faxaroo shall have no liability to the Customer or any third party because of service unavailability.

5. Services

5.1 Faxaroo Send Services - In accordance with these Terms and Conditions, if the Faxaroo Send service is successfully purchased, Faxaroo will provide the Services to the Customer by enabling the Customer to send fax messages via the Faxaroo secure website.
5.2 Faxaroo services are only available for use on a self-managed basis.
5.3 The Faxaroo Send Service operates on a prepaid pay-as-you-go basis. Pricing is available online at https://faxaroo.com/us. Payment must be successfully processed online to attempt to send a fax message.
5.4 When using the Faxaroo Fax Sending service, fax documents uploaded will first be converted and then attempted to be delivered to the nominated fax number. Fax documents uploaded must be in an accepted file format to attempt sending, view FAQs for **accepted fax file types**.
5.5 Fax delivery confirmations with the status 'Fax successfully sent' refer to faxes returning a successful confirmation of delivery from the receiving fax machine.
5.6 Faxaroo will provide a fax delivery confirmation notification to the Customer's nominated email address on completion of the fax delivery attempt. It is the Customer's responsibility to ensure the accuracy of this email address.
5.7 From time to time, Faxaroo may run a Beta Program offering software or services released for testing. By accessing the Beta Program, the Customer agrees to additional Beta Terms supplied by Faxaroo.

6. Service Delivery Time

6.1 Services can be accessed via **Faxaroo's website** anytime online.
6.2 Once the Customer uploads their fax document/s, enters a fax number in the correct format and payment for the fax is successfully processed, Faxaroo will attempt to deliver the fax immediately.

7. Support Services

7.1 Faxaroo will provide Support Services during usual business hours between 9:00 AM and 5:00 PM EST on US Business Days.
7.2 Support Services will be provided via email or live chat via Faxaroo's website.
7.3 Support Services are limited to "How To" questions on product usage.
7.4 During periods of System Maintenance, Services may be inaccessible.
7.5 In the event of any service outage, Faxaroo will restore the Services as soon as is reasonably practicable.
7.6 Faxaroo will take reasonable steps to prevent security breaches in Faxaroo services.

8. Financial Terms

8.1 You may be charged sales tax or other taxes on the Services provided as required by federal, state, local or international tax jurisdictions. This will be automatically calculated and displayed for all purchases online or within your tax invoice.
8.2 See current pricing online at https://faxaroo.com/us. Pricing may change at any time without any prior notice. Current pricing will be displayed online and automatically calculated on use of Faxaroo Fax Sending services.
8.3 Faxaroo Fax Sending must be prepaid using a credit card via the Faxaroo secure website.
8.4 Faxaroo accepts all major debit and credit cards for payment of Services. All transactions are processed via a PCI (Payment Card Industry) compliant payment processing gateway where the Customer's credit card details are stored for payment handling, and, where required, refunding for failed fax transmissions. Faxaroo will at no time ask the Customer to provide credit card details via email or web chat.
8.5 Faxaroo will provide an invoice via email immediately after each fax is attempted.
8.6 Chargebacks: Incorrectly initiated chargebacks by the customer will incur a $55 administration fee per chargeback. This fee applies to chargeback claims initiated by the customer that are incorrectly requested by the customer for goods or services provided by Faxaroo. The customer must pay for the services previously provided plus the $55 administration fee. This applies, but is not limited to, the customer requiring a refund for an overcharge, or any other billing dispute, but fails to raise the dispute with Faxaroo and initiates a chargeback.
8.7 Billing disputes: If there is an omission or error in relation to a charge, the Customer may, within 30 calendar days of the transaction date, dispute the charge by giving written notice of a billing dispute to the Faxaroo Support team.

9. Refund Policy

9.1 If the Customer's fax attempt fails to return a successful delivery result, the Customer will be refunded the amount originally charged minus a non-refundable transaction fee.
9.2 Faxaroo will not issue refunds for errors related to Customer input (i.e., wrong number, unintended document, etc.) or for instances of sender's remorse.
9.3 Where a refund is applicable, Faxaroo will refund any amounts to the originating credit card immediately after the fax transaction result is issued.

10. Customer Responsibilities and Message Recovery

10.1 The Customer agrees not to use the Service for any other purpose than that for which it is intended.

10.2 The Customer warrants that the content of their sent messages will not infringe the copyright, privacy or other intellectual property rights of another person. The Customer must not disseminate through the services any content that is:
(a) abusive, harassing, or obscene,
(b) unsolicited,
(c) illegal,
(d) harmful code, or,
(e) defamatory or offensive.
10.3 The Customer is responsible for ensuring that all messages sent using the Faxaroo Send Service are compliant with the relevant legislation applicable to message types and/or location or country of the recipient. The Customer is to exempt Faxaroo from third-party claims for compensation for damages should the sending of a fax message be unauthorized.
10.4 If the Customer is sending 'marketing faxes' within the United States that they are compliant with the Telephone Consumer Protection Act ("TCPA") and the Junk Fax Prevention Act ("JFPA").
10.5 The Customer is responsible for adhering to the rules and regulations under the TCPA and JFPA. The Customer must ensure it discloses all required information on the marketing fax document, including but not limited to, a mechanism to opt out of receiving further faxes.
10.6 Faxaroo is not obligated to check the Customer fax document/s or fax number to confirm that the details submitted are accurate and/or comply with industry regulations.
10.7 Faxaroo may suspend access to the Service for a particular period or may terminate access to Services immediately if the Customer uses the Service:
(a) unlawfully; or
(b) in contravention of relevant laws, rules, or regulations or
(c) which breaches Item 10.2 above.
10.8 The Customer agrees that they are solely responsible for implementing their own procedures to satisfy requirements for accuracy of data input, output, and content.
10.9 The Customer will receive a delivery confirmation after each fax delivery attempt. It is the Customer responsibility to maintain these records as needed.
10.10 The Customer agrees that they are solely responsible for implementing their own procedures to satisfy their own requirements for the accuracy of information management. If the Customer fails to manage the information, Faxaroo does not guarantee that the lost information can be recovered.

11. Exclusion and Limitations of Liability

11.1 The Customer agrees to defend, indemnify, and hold harmless Faxaroo, its owners, managers, officers, employees, representatives, and agents, from and against any action, claim, loss, damage, cost, expense (including reasonable legal fees), or other liability arising out of or otherwise in connection with (a) the provision or misuse of the Service, including but not limited to, any unauthorized sending of fax messages; or (b) a breach of any representations or warranties by Customer in these Terms and Conditions, or (c) any infringement of intellectual property or other rights of any third parties, or (d) any violation of any laws or regulations- including but not limited to any violation of any laws or regulations prohibiting transmission of unsolicited fax advertisements.
11.2 The Customer acknowledges that the services are provided on an "as is" and "as available" basis, without any warranty of any nature. The Customer will use all services at their own risk. Faxaroo expressly disclaims any and all warranties, whether express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.
11.3 The Customer is to indemnify Faxaroo from third-party claims for compensation for damages should the sending of a fax message be unauthorized or result in any harm or disruption to the recipient.
11.4 The Customer acknowledges that Faxaroo has not made any representations or warranties that are not expressly contained in Faxaroo's Terms and Conditions.
11.5 The Customer may not rely upon any statement or representation made by Faxaroo or on Faxaroo's behalf that is not expressly contained in these Terms and Conditions.
11.6 Faxaroo's entire and cumulative liability to the Customer, or any other party, for any loss or damages resulting from any claims, demands, or actions arising out of or relating to these terms and conditions shall not exceed an amount equal to $100.00. Without limiting and notwithstanding the foregoing, in no event shall Faxaroo be liable to the Customer for any loss or anticipatory financial gain or any indirect, special, incidental, general, exemplary or consequential damages, including financial gain, even if foreseeable or if Faxaroo has been advised of the possibility of such loss, damage, or expense. Without limiting the foregoing, the Customer acknowledges and agrees that Faxaroo does not and cannot control the flow of data to or from any phone line or any portion of the internet. Such flow depends in large part on the performance of telecommunication or internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt the Customers' or other third parties' connections to a phone line or the internet, or portions of the internet. Although Faxaroo will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Faxaroo cannot guarantee that such events will not occur. Accordingly, Faxaroo disclaims any and all liability resulting from or related to such events.
11.7 The Faxaroo Terms and Conditions are governed by and to be construed according to the laws within the state of State of Utah, in the United States of America.

11.8 The place of authority shall be the court having jurisdiction where Faxaroo has its main office. If one of the above points should be ineffective, the remaining points shall retain their validity.

12. Confidentiality and Privacy

12.1 Faxaroo shall not disclose to third parties nor use for any purpose other than for the proper fulfilment of the purpose of these Terms and Conditions any personal information or content received from the Customer in whatever form under or in connection with this Terms and Conditions without the prior written permission of the Customer.
12.2 The above-mentioned limitations shall not apply to information which:
(a) is required to deliver fax messages via our suppliers.
(b) is required to be disclosed by law.
(c) is internally required by Faxaroo and its associated companies to provide support and service.
(d) was in the possession of Faxaroo prior to disclosure hereunder as proven by the written records of Faxaroo, or
(e) was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained, or
(f)was disclosed by a third party without breach of any obligation of confidentiality owed to the Customer; or
(g) was independently developed by personnel of Faxaroo.
12.3 Faxaroo will not sell the Customer's content or personal information to any person.
12.4 Faxaroo will ensure all personal customer information including transaction metadata are stored securely to be best of our ability.
12.5 Faxaroo will not store the Customer's credit card details. All credit card details are processed securely via our secure website using a dedicated third-party payment provider, **https://stripe.com/**.
12.6 All information will be kept confidential to the best of our ability; however, due to the nature of online communication, we cannot guarantee the security of transmissions that occur beyond our security control limitations. Personal customer information is not shared with third parties for marketing or trading purposes and will only be provided to internal companies associated with Faxaroo on a need-to-know basis.
12.7 Faxaroo will store all information required for message processing for at least the period reasonably necessary to fulfil the purposes outlined in these Terms and Conditions unless a longer retention period is required or permitted by law.
12.8 See the **Faxaroo Privacy Policy** for full details on privacy and data.

13. Legal Notices

13.1 California Consumer Notice: If applicable, under California Civil Code Section 1789.3, California customers are entitled to the following consumer rights notice: Services are provided by Faxaroo LLC, 299 S. Main St Suite 1300 PMB 93444, Salt Lake City, UT 84111, USA. The current rates and pricing for using the Services may be obtained on the Faxaroo website or by emailing Faxaroo. Faxaroo reserves the right to change fees, and surcharges, or to introduce new fees at any time.
13.2 If the Customer has a question or complaint regarding the Service, please contact us at **support@faxaroo.com**. You may also contact Faxaroo in writing by post to Faxaroo LLC, 299 S. Main St Suite 1300 PMB 93444, Salt Lake City, UT 84111, USA.
13.3 If applicable, California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (800) 952-5210 or Hearing Impaired at 711, or 1-800-735-2929 (TTY)

14. Contact Us

If the Customer has any questions about these Terms and Conditions or otherwise needs to contact Faxaroo for any reason, please email **support@faxaroo.com**.
You may obtain a copy of our current terms and conditions by downloading a copy.