

Terms of Use

Fax App: Send & Receive Faxes Operated by Indiex Last updated: March 31, 2026

1. Acceptance of Terms

By downloading, installing, or using the Fax App: Send & Receive Faxes ("App"), you agree to be bound by these Terms of Use ("Terms"). If you do not agree, do not use the App.

2. Description of Service

The App allows you to: - Send faxes to fax numbers in 50+ countries - Receive faxes via a dedicated fax number (Business plan only) - Scan documents using your device camera or import files from your device - Save fax contacts for repeated use

Fax transmission is facilitated through Telnyx, a third-party telecommunications provider. Delivery depends on the recipient's fax machine, phone line availability, and other factors outside our control.

3. Account

The App uses anonymous authentication. No email, password, or personal information is required to create an account. A unique account identifier is generated automatically when you first open the App.

You are responsible for maintaining access to the device on which your account is active. If you delete the App or lose access to your device, your anonymous account and its data may become inaccessible.

4. Subscriptions & Payments

Plans

Plan	Includes	Billing Options
Standard	Send faxes with allocated page credits	
Business	Send & receive faxes + dedicated US fax number	

Credits

- Each subscription includes page credits for the billing period

- Plan credits **reset** at the end of each billing period — unused credits do not roll over
- Additional credit packs (20, 50, or 100 pages) can be purchased as one-time in-app purchases
- Extra credit packs do not expire as long as you have an active subscription
- One page of a fax document consumes one credit (for both sending and receiving)

Billing & Cancellation

- All payments are processed through Apple's App Store In-App Purchase system
- Subscriptions automatically renew unless canceled at least 24 hours before the end of the current billing period
- You can manage or cancel your subscription at any time in **Settings > Apple ID > Subscriptions** on your device
- No refunds for partial billing periods, except as required by applicable law or Apple's refund policies

Dedicated Fax Numbers (Business Plan)

- A dedicated US fax number is assigned when you subscribe to the Business plan
- Once released, the same number cannot be recovered
- Number availability depends on Telnyx inventory for the requested area code

5. Acceptable Use

You agree **not** to use the App to:

- Send unsolicited, bulk, or spam faxes
- Transmit content that is unlawful, threatening, abusive, defamatory, or obscene
- Violate the Telephone Consumer Protection Act (TCPA), Junk Fax Prevention Act, or any similar anti-spam fax regulation
- Send faxes to emergency services (911 or equivalent)
- Impersonate any person or entity
- Transmit material that infringes on the intellectual property rights of others
- Interfere with or disrupt the App's infrastructure
- Attempt to gain unauthorized access to other users' data
- Use the App for any fraudulent purpose

Violation of these terms may result in immediate suspension or termination of your account.

6. Document Responsibility

You are solely responsible for the content of all documents you send via the App. We do not review, monitor, or filter the content of your faxes. You represent that you have the legal right to transmit all documents you send.

7. Fax Delivery

- We make commercially reasonable efforts to transmit your faxes promptly
- Delivery depends on the recipient's fax machine and phone line, which are outside our control
- We are **not** responsible for failed deliveries caused by busy signals, disconnected numbers, incompatible fax machines, or network issues on the recipient's end
- A "delivered" status confirms the fax was accepted by the receiving fax machine — it does not guarantee the fax was read or acted upon
- Credits are deducted when a fax is submitted to our transmission provider
- Credits are automatically refunded if the fax fails before reaching the recipient's line

8. Data & Privacy

Key points:

- The App uses anonymous authentication — no email or password required
- Fax documents are stored in encrypted cloud storage
- We do not sell or share your data for advertising purposes
- You can request account deletion by contacting support@indiex.app

9. Intellectual Property

The App, including its design, code, graphics, and content, is owned by Indiex and protected by applicable intellectual property laws. You are granted a limited, non-exclusive, non-transferable, revocable license to use the App in accordance with these Terms.

10. Disclaimer of Warranties

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT: - THE APP WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE - ALL FAXES WILL BE DELIVERED SUCCESSFULLY - THE QUALITY OF TRANSMITTED DOCUMENTS WILL MATCH THE ORIGINALS - THE APP WILL MEET YOUR SPECIFIC REQUIREMENTS

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INDIEX SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE

OF THE APP, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, BUSINESS OPPORTUNITIES, OR GOODWILL.

OUR TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING FROM THESE TERMS OR YOUR USE OF THE APP SHALL NOT EXCEED THE AMOUNT YOU PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

12. Indemnification

You agree to indemnify and hold harmless Indiex and its affiliates from any claims, damages, losses, or expenses (including reasonable attorneys' fees) arising from: - Your use of the App - Your violation of these Terms - Your violation of any third-party rights - The content of any documents you transmit through the App

13. Account Termination

We may suspend or terminate your account at any time if you violate these Terms. Upon termination: - Your access to the App ceases immediately - Your dedicated fax number (if applicable) will be released after the grace period - Unused credits are forfeited and are not refundable - Your stored data will be handled in accordance with our Privacy Policy

You may request account deletion at any time by contacting support@indiex.app.

14. Changes to Terms

We may update these Terms at any time. Material changes will be communicated by updating the "Last updated" date. Your continued use of the App after changes take effect constitutes acceptance of the updated Terms.

15. Governing Law & Disputes

These Terms are governed by the laws of the State of Delaware, United States, without regard to conflict of law principles. Any disputes that cannot be resolved through good-faith negotiation shall be settled through binding arbitration under the rules of the American Arbitration Association.

16. Severability

If any provision of these Terms is found unenforceable, the remaining provisions remain in full force and effect.

17. Contact Us

If you have questions about these Terms:

- **Email:** support@indiex.app