AXISNETWORKS - TERMS OF SERVICE

Date updated: 02/12/2025

1. APPLICATION & AGREEMENT

1.1 These Terms of Service apply to all services, products, software and infrastructure delivered by AxisNetworks.

1.2 AxisNetworks only provides products and services to customers who have agreed to these terms.

1.3 Dutch law applies to these terms and conditions.

1.4 AxisNetworks is authorized to modify these terms at any time without prior notice. Revised terms take effect upon publication.

1.5 The agreement begins once the order confirmation email has been sent.

1.6 If any part of this agreement is found to be legally invalid, the remaining provisions shall continue to apply.

1.7 AxisNetworks expects customers to provide truthful and accurate information during registration. Payment information must belong to the registering customer unless it involves an individual under their legal responsibility.

1.8 AxisNetworks will not send marketing emails without an unsubscribe option. Marketing communications will only be sent with prior consent.

2. DELIVERY & OBLIGATIONS

2.1 AxisNetworks aims to deliver services within the timeframe specified on the product page unless otherwise stated.

2.2 Delivery occurs only after the invoice is marked as paid.

2.3 AxisNetworks guarantees that services meet the specifications described in the offer or product listing.

2.4 For cybersecurity, DDoS mitigation, IX-connectivity, and co-location services, operational readiness may depend on third-party data centers, upstream carriers, or configuration requirements from the customer.

3. PAYMENTS & INVOICING

3.1 Standard payment terms are shown on the invoice unless otherwise agreed.

3.2 Services may not activate immediately after payment due to verification procedures.

3.3 Services automatically suspend when overdue.

3.4 The right of withdrawal begins upon service activation and lasts 14 days, where legally applicable.

3.5 The right of withdrawal is only valid when requested using the communication methods listed in Article 10, excluding methods 2, 3, and 5 where specified.

3.6 The right of withdrawal does not apply through third parties—only directly via AxisNetworks.

3.7 The right of withdrawal does not apply to custom-built or custom-configured services, including but not limited to dedicated servers, customized co-location setups, tailored network solutions, and cybersecurity configurations.

3.8 The right of withdrawal does not apply to business customers.

4. INTELLECTUAL PROPERTY

4.1 Images, texts, illustrations, diagrams, and all other content on AxisNetworks platforms are indicative only and cannot be used as justification for cancellation or refund.

4.2 Copyright applies to all visual and written materials on AxisNetworks platforms.

4.3 AxisNetworks retains all rights to its software, L4/L7 security technology, network tooling, documentation, and proprietary systems.

5. LIABILITY

5.1 AxisNetworks is not liable for damages arising from service interruptions, cybersecurity events beyond our scope of control, upstream failures, or maintenance.

5.2 The maximum liability will never exceed the invoice value of the affected service.

5.3 AxisNetworks is not responsible for losses resulting from misconfigurations performed by the customer.

6. FORCE MAJEURE

6.1 Force majeure includes but is not limited to:
– supplier failures
– data center outages
– disruptions, malfunctions, or upstream routing issues
– (terrorist) attacks
– fire or water damage
– internal operational problems
– license or compliance issues
– large-scale cyberattacks (including DDoS)
– failures in third-party business operations

6.2 If force majeure lasts longer than 30 days and continues to affect the service, both parties may terminate the agreement. Reimbursement does not apply.

7. TECHNICAL

7.1 AxisNetworks operates infrastructure across several data centers and exchange locations, including but not limited to:
– ColoCenter
– OVH Datacenters (EU)
– Additional IX locations as stated on our website

7.2 AxisNetworks may perform irregular backups but is under no obligation to provide regular backups or restores unless explicitly included in the service.

7.3 Maintenance may occur without prior notice. Maintenance-related interruptions do not count as downtime unless covered under the SLA.

7.4 In cases of excessive use (power, bandwidth, CPU, packet rate, DDoS attack absorption exceeding plan), AxisNetworks may throttle, suspend, filter, or invoice additional usage.

7.5 For co-location services, the customer is responsible for their hardware. AxisNetworks is not liable for hardware failures unless directly caused by AxisNetworks personnel.

7.6 IX and BGP sessions may be filtered, rate-limited, or temporarily disabled if they threaten network stability.

8. PRICING

8.1 All stated prices on AxisNetworks platforms are indicative and subject to typographical or system errors.

8.2 Price adjustments apply to the next invoice cycle unless otherwise required by law.

8.3 Prices listed for customers outside the Netherlands are shown excluding VAT.

8.4 All prices listed are in Euro (€).

8.5 AxisNetworks may adjust pricing with a minimum notice period of 14 days.

9. USE

9.1 It is forbidden to use AxisNetworks services for unlawful activities under Dutch or EU law, including but not limited to:
– launching DDoS attacks
– hosting illegal content
– spreading hate speech, racism, extremism, or defamatory content
– unauthorized access (hacking)
– distributing malware
– violating intellectual property rights

9.2 If AxisNetworks detects possible threats to service integrity, network operation, IX connections, BGP routing stability, or cybersecurity posture, AxisNetworks may implement any reasonable protective measures including:
– filtering traffic
– suspending services
– null-routing IP addresses
– terminating active BGP sessions
– isolating systems

9.3 AxisNetworks may recover damages arising from violations of these Terms.
The customer indemnifies AxisNetworks from third-party claims resulting from misuse.

10. COMMUNICATION

10.1 AxisNetworks communicates through the following official channels:

Websites:
https://axisnetworks.org

Email addresses ending in:
*@axisnetworks.org

Social platforms:
LinkedIn – https://www.linkedin.com/company/axisnetworks-nl/

10.2 AxisNetworks can be reached via the email address: support@axisnetworks.org or through our websites listed above.

11. DEFINITIONS

11.1 Customer: the individual or legal entity purchasing a service from AxisNetworks.

11.2 AxisNetworks: the business entity operating under the trade name AxisNetworks.

11.3 Personnel: any person employed, contracted, or authorized by AxisNetworks.

11.4 Management: individuals within executive roles or leadership positions at AxisNetworks.