

## **Enhanced Ajax Services: Technical Terms of Services**

### **for Services Resellers/Services Distributors (“Technical T&C”)**

#### **AJAX SIM SERVICE**

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*Last Updated: 01 Jul 2025*

#### **1. Service Description and Limitations**

1.1. Ajax SIM Service (“Service”) consists of providing connectivity services and/or forwarding alarm signal from Ajax device to Ajax Cloud or to the alarm receiving center.

1.2. According to the Technical T&C, by the term “Customers” shall be meant the Services Resellers/Services Distributors, Service providers (Dealers) / Installers, End-users. This term shall have the meaning assigned to it herein, regardless of whether it appears in the singular or plural form.

#### **2. Service Availability and Termination**

2.1 We reserve the right to discontinue services in any country at our discretion, including but not limited to:

- Changes in commercial viability (e.g., high connectivity or other operational costs).
- Regulatory or legal changes affecting operations.

2.2 Service may be suspended or terminated due to non-payment by the Services Reseller / Services Distributor or Service provider (Dealer) / Installer in chain of services provisions.

2.3 If a Service provider (Dealer) / Installer fails to pay the Services Reseller / Services Distributor and we are unable to resolve the issue by transferring the end-user to another Service provider (Dealer) / Installer (where technically and legally feasible), we reserve the right to deactivate the SIM.

2.4 If misuse is detected (e.g., SIM used in a router or other unauthorized device), the service may be suspended without notice.

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#### **3. Usage Restrictions**

3.1 SIMs are strictly intended for use in certified alarm panel devices (e.g., AJAX).

3.2 Unauthorized use includes, but is not limited to:

- Use in mobile routers, phones, or computers.
- High-volume or high-speed data usage inconsistent with normal alarm panel operation.

3.3 We may monitor usage patterns and automatically block SIMs that violate expected profiles.

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#### **4. Liability and Warranty Limitations**

4.1 We do not guarantee uninterrupted Service. Service interruptions may occur due to:

- Network outages.
- Roaming restrictions.

4.2 We are not liable for any losses resulting from:

- SIM deactivation for policy breaches or non-payment.

4.3 We do not guarantee universal roaming coverage. Availability depends on third-party operators (providers) and may change without notice.

4.4 SIMs are provided “as-is” and without warranty unless explicitly stated. Any bundled hardware provided by us may be covered under a limited hardware warranty defined at the time of sale.

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#### **5. Chain of Responsibility**

5.1 We are not responsible for financial or contractual disputes between Services Resellers/Services Distributors, Service providers (Dealers) / Installers, and End-users.

5.2 Service to End-users may be disrupted by the Services Resellers /Services Distributors, / Service providers (Dealers) / Installers due to upstream payment issues.

5.3 If End-user contact is not available, we may not be able to assist with transfers or issue resolution.

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#### **6. Legal and Compliance Provisions**

6.1 We reserve the right to terminate or suspend services to comply with:

- Applicable laws and governmental requirements;
- International sanctions;
- Export control regulations.
- National security or emergency orders.

6.2 Force Majeure: We are not liable for disruptions caused by war, natural disasters, cyberattacks, or other unforeseeable events.

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## **7. Fair Use and Monitoring**

7.1 We implement a Fair use policy to ensure sustainable Service operation. Excessive or abnormal usage may result in limitation of use or suspension.

7.2 We reserve the right to log and analyze usage data (e.g., IMEI, IP, location) in accordance with applicable data protection and privacy laws.

7.3 We do not access or monitor the content of communications transmitted through the SIM unless required by law.

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## **8. Modifications and Notices**

8.1 We reserve the right to:

- Modify the terms of Service.
- Adjust pricing, features, or coverage areas.

8.2 Customers will be notified of material changes within a reasonable timeframe.

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## **9. Termination Without Cause**

9.1 We may terminate the contractual relationships and/or services agreements with reasonable notice, without the need for breach or cause.

9.2 In such cases, pre-paid fees for unused service periods will be refunded proportionally unless otherwise agreed.

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## **10. Customer Obligations**

10.1 Customers are responsible for:

- Ensuring correct installation and activation.
- Complying with intended device usage.
- Maintaining valid and current contact and billing information.

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## **11. Additional Protections and Disclaimers**

**11.1 Device Restriction Enforcement:** SIMs may be deactivated or blocked if used in unauthorized devices such as routers or non-authorized hardware (phones, other third-party devices etc).

**11.2 Automatic Reassignment of End-Users:** In the event of Dealer non-performance, we may transfer end-users to other active Service providers (Dealers) / Installers where technically and contractually feasible.

**11.3 Chain-of-Payment Enforcement:** Failure by any party in the Services Reseller/Services Distributor - Service provider (Dealer) / Installer - End-user chain to fulfill payment obligations may lead to service suspension at the end-user level.

**11.4 Service Withdrawal by Country:** We may discontinue Service in specific countries due to regulatory restrictions or adverse commercial conditions.

**11.5 Abuse Detection and Network Profiling:** Abnormal or abusive usage patterns may trigger review and automatic Service limitations and/or terminations of Service.

**11.6 Location-Based Use Limitations:** SIMs may be restricted to pre-authorized regions. Use outside these areas may result in Service suspension (for example, due to the significantly unfavorable economic conditions).

**11.7 Installer Liability Disclaimer:** We are not liable for connectivity issues resulting from poor installation, signal interference, or inadequate placement.

**11.8 SIM Dormancy Policy:** SIMs inactive for more than 90 consecutive days may be suspended or reallocated. Charges may still apply.

**11.9 Metadata Logging and GDPR Compliance:** We may retain usage metadata for network integrity purposes. This is handled in accordance with applicable data protection laws and regulations.

**11.10 SIM Ownership and Restrictions:** All SIMs remain our property or that of our upstream providers. They may not be sold, transferred, or altered. Any use outside the scope of Service is strictly prohibited.

**11.11 Technical Support Scope:** We provide remote technical support for connectivity issues during business hours. Troubleshooting for device-level issues remains the responsibility of the Service provider (Dealer) / Installer.

**11.12 Third-Party Dependencies:** Our services rely on third-party network operators (providers). We are not liable for outages or limitations caused by those external providers.

**11.13 Change Management and Maintenance:** We may conduct planned maintenance that affects Service. Where feasible, we will notify Customers in advance. Emergency maintenance may occur without prior notice.

11.14 **Indemnities:** Customers agree to indemnify us against claims arising from misuse, unauthorized reselling of Service, regulatory non-compliance, or breach of third-party network terms.

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## 12. **Governing Law and Jurisdiction**

12.1. These Technical T&C and all issues relating to its validity, interpretation or fulfilment of any of its terms and conditions or any rights or obligations shall be governed by and resolved in accordance with the laws of Poland.

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This Technical T&C governs the use of roaming SIM cards distributed for installation in security alarm panels. By using our services, all parties acknowledge and accept the terms herein.