User Agreement

These Terms of Use (hereinafter - the "Agreement") set forth the terms and conditions that apply to the use of information and technical services (hereinafter - the "Services") provided by Sahara Sim (hereinafter - the "Company") using the Telegram bot @SahraSimBot and related software products (hereinafter - the "Product"). Any other terms specified in the Product or in messages sent by the Company to Customers form an integral part of this Agreement.

The Company is not a telecommunications operator, and all telecommunication services in the Product are provided by telecommunication operators in each country where the Product is used.

General Terms and Licensing

Company's Role

The Services allow the Client to connect to and use internet access services provided by Internet Access Providers (hereinafter - "Providers"). The Company is an independent contractor, not an employee, agent, joint venture participant, or partner of the Providers, and has no right to enter into any obligations or make any representations on behalf of the Providers, except as provided by these terms.

Access Terms

Internet access is provided within the scope of the purchased package and within the territory selected in the Product. For the purposes of this Agreement, a package described in gigabytes includes a whole number of megabytes of data (1 GB = 1000 MB). Access to the Services is granted after payment and provision of the Client's name and address information.

The Company constantly develops and modifies the Product, and therefore, its functions may be added, removed, or changed at the Company's discretion without the consent or notification of Clients. Clients are not entitled to any compensation in connection with such changes in the Product's functions or their price.

Client's payment for the Services confirms the Client's unconditional acceptance and agreement with the terms set forth in this Agreement. If the Client does not agree to be bound by this Agreement, such Client may not use the Services.

SIM Card Activation and Usage

Service Activation

The User of the Services (hereinafter - "Client") may request the provision and activation of an eSIM, necessary for using the Services, from the Company or from the Company's partners and resellers. The provision of Services is subject to the conditions specified in the Product and is subject to payment.

The Client may open an account, accessible via the Product, containing the Client's balance (hereinafter - "Account"), by registering the SIM card and providing the necessary registration data.

License to Use

The Company grants the Client a personal, revocable, non-exclusive, non-sublicensable, and non-transferable license to use the Product in accordance with the terms and for the duration of this Agreement.

Services will not be provided to persons under 18 years of age.

If the eSIM used by the Client to access the Services is used to access the Client's Account or Services without his or her permission, the Client must immediately notify the Company. The Client is responsible for all charges on the Client's Account until the Client notifies the Company of such circumstances.

Fair Use Policy (FUP)

This Fair Use Policy outlines the principles for the reasonable use of Internet access services provided through the Company's Products, and is designed to ensure optimal performance and reliability of such services for all Customers.

Policy Objectives

- Ensuring equitable access to Internet services for all Customers
- Preventing network congestion caused by excessive or unreasonable use
- Promoting a consistent and high-quality Customer experience

Prohibited Use

- Mass data transmission (including the organization of public Wi-Fi hotspots for third parties)
- Constant use of torrents or other P2P protocols for mass downloading
- Any other forms of mass data transmission, mass downloading, or data distribution

While we strive to offer flexibility, usage deemed excessive or in violation of this policy or the Providers' policy may result in a temporary reduction of connection speed to a level that allows the Customer to continue using the Internet for basic tasks (e.g., messaging, email reading, information access), specifically up to 128 kilobits per second until the end of the current day (until 00:00 UTC).

Payments and Refunds

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Rates and Payment

Rates and fees for the Services are specified in the Product. Rates may be increased by the amount of value-added tax applicable in the Customer's country of residence and/or billing address. The Customer may deposit funds into their Account using the payment methods and currency available in the Product.

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Refund Policy

Fees paid for the Services may be refunded if the eSIM fails to connect to the network within 24 hours of the Customer's request to technical support via email or technical support chat. Claims for reimbursement of paid amounts may be submitted within 7 days after payment.

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Automatic Debit

THE CUSTOMER MAY ENABLE AUTOMATIC DEBIT FROM THE CUSTOMER'S CARD IF THE CUSTOMER'S BALANCE IS INSUFFICIENT TO CONTINUE USING THE SERVICES. THE CUSTOMER MAY DISABLE AUTOMATIC DEBIT IN THE PRODUCT SETTINGS AT ANY TIME.

If the Customer does not have registered network sessions while using the Services for 360 days, the Customer's balance will be debited, this Agreement will be terminated, and the eSIM will become invalid.

Technical Support and Limitation of Liability

Technical Support

The Client may direct any questions, problems, or complaints about the Services to support@saharasim.com or through any other contact specified in the Product. Information regarding improper operation of the Services or Product may be reported to the Company, and the Company will make reasonable efforts to rectify such malfunction as far as possible.

Unlawful Use

The Client shall not use the Services for any unlawful, improper, or fraudulent purposes, including, but not limited to, using the Services in a manner that interferes with the provision of Services to the Client or other Clients or abuses any bonus or promotional program.

Limitations

EXCEPT FOR DAMAGES CAUSED BY THE COMPANY'S INTENTIONAL ACTIONS AND/OR EXCEPT WHERE PROHIBITED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR DAMAGES EXCEEDING THE AMOUNT OF THE CLIENT'S PAYMENTS FOR THE ACTUAL USE OF THE SERVICES FOR THE PREVIOUS MONTHLY PERIOD.

THE SERVICES ARE PROVIDED "AS IS," AND THE COMPANY MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, MERCHANTABILITY, TECHNICAL COMPATIBILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Termination and General Provisions

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Termination by Client

The Client may terminate the use of the Services at any time by notifying the Company through any available means. In such a case, the Company will deactivate the Client's Account, retaining the possibility of reactivation.

Termination by Company

The Company has the right to suspend the provision of Services to the Client at any time at its sole discretion and to terminate this Agreement. In the event of termination, the Company shall refund funds deposited into the Client's balance for the last 7 days.

Governing Law

This Agreement shall be interpreted, governed, and construed in accordance with the laws of Hong Kong. The Client agrees that in the event of any claim or action related to this Agreement, the action shall be heard in the exclusive jurisdiction and venue of the courts of Hong Kong.

The Company has the right to transfer all or part of its rights and obligations under this Agreement to any third party at any time without prior notice to the Client. Any information transmitted by the Client to the Company by any means is and remains the exclusive property of the Company.

Sahara Sim
support@saharasim.com

Effective: July 10, 2025