

## TERMS AND CONDITIONS OF USE

January 2021

These Terms and Conditions of Use (hereinafter "Terms and Conditions") constitute the agreement and govern the relationship between You and/or the entity You represent (hereinafter the "Customer" and/or the "User") and Sim Tech Holdings, LLC (hereinafter "HOLDER") and cover the use of the services and products provided by HOLDER and related products referred to in these Terms and Conditions. Please read the following Terms of Service before using this website (hereinafter the "Site") and its contents.

The sole use of this web page, web site, internet page or products and services provided by HOLDER, whose domain name is [www.sim1.tech](http://www.sim1.tech), as well as any subdomain or referenced page owned by HOLDER, grants the general public the condition of "User" and implies the full and unconditional acceptance of each and every one of the general and particular conditions included in these Terms and Conditions, at the very moment the User accesses the Site. The User acknowledges that by using and/or registering as a User on this Web Site or any HOLDER product or Service, the User expressly accepts the Terms and Conditions of the Site. If the User does not absolutely and completely accept the Terms and Conditions of this Site, the User shall refrain from accessing, using and observing the Site and if the User accesses, uses and observes the Site, it shall be deemed to be an absolute and express acceptance of the Terms and Conditions set forth herein. Any modification to the Terms and Conditions shall be deemed to have been made when HOLDER deems appropriate, and it is the sole responsibility of the User to ensure that he/she is aware of such modifications.

If you do not agree to accept these Terms and Conditions, we suggest that you do not use this Site or any product or service offered by HOLDER.

If the User is a legal entity, the person who accepts the Terms and Conditions on behalf of the User, represents that he/she is duly authorized by the User to accept the Terms and Conditions and, if applicable, to obligate the User to accept and comply with the agreed Terms and Conditions. If you are not duly authorized by the legal entity, company or corporation that you represent, you should not accept these Terms and Conditions, but if you do so, no legal entity may make any claim against HOLDER for the improper handling or use of the information or services that the personnel of the legal entity may make.

The products and services offered on the Site are only available to all HOLDER users; however, only those persons who have the legal capacity to contract shall do so, in the event that any employee of the legal entity that does not have legal capacity or is not duly authorized to contract the products or services offered on the Site, does so, it shall be the sole responsibility of the legal entity that employs the person who accepted. Therefore, those who do not comply with this condition must refrain from providing information to be included in our databases and/or access the Site.

By using the Site, the User accepts all the Terms and Conditions of this contract, having the same validity and legal scope as a written, negotiated and signed contract.

These Terms and Conditions apply if the Customer or User registers, including for a free trial of the services provided by HOLDER or through any of our affiliates, subsidiaries or affiliates.

The User declares and guarantees, under formal oath of truth, that he/she is of legal age and has the necessary legal capacity to carry out the activities and enjoy the products and services provided by HOLDER, and that all the information and documentation that he/she has provided and/or will provide in connection with any activity promoted therein, is true, complete and correct, being, therefore, obligated to indemnify and hold HOLDER harmless from any damage, harm, claim and/or action that such omission or falsehood may cause to HOLDER.

Likewise, the User acknowledges that either HOLDER or any third party designated by HOLDER, may initiate any type of legal proceeding against the User, in case of breach of any of the Terms and Conditions of the Site.

HOLDER provides access to various plans, where advantages will be offered to the tools or services acquired by the User. The use of the Site, as well as the acquisition of products or services offered by HOLDER by any person, confers the status of User and implies full and unconditional acceptance of these Terms and Conditions and HOLDER's Privacy Statement (to learn more about the **Privacy Statement** click [here](#)). We recommend that you read the document carefully.

The User acknowledges that all information contained in this Site, as well as information that HOLDER may provide to the User, whether in written, electronic or verbal form, is information the content of which the User agrees to protect as confidential (hereinafter the "Confidential Information"). The Confidential Information shall be marked as such and shall include, but not be limited to, correspondence, technical information, information from third parties and/or other Users of the Site, business information relating to the organization and activities of the User, technical and contractual knowledge of HOLDER. The User agrees and agrees to keep the Confidential Information strictly confidential, and hereby agrees not to sell, disclose, transfer, modify, translate, develop, reverse engineer, reproduce or otherwise make Confidential Information available to third parties, including employees of the User's own company to develop products that compete with HOLDER's product or to violate HOLDER's Intellectual or Industrial property. The User agrees to exercise due care in protecting the Confidential Information. Furthermore, the User agrees and acknowledges that the obligations of confidentiality shall remain in force for as long as the Confidential Information remains confidential. Likewise, the User acknowledges that the unauthorized disclosure of the Confidential Information is punishable by the Industrial Property Law and may even constitute the commission of a crime. In the event that the User discloses or develops the Confidential Information, the User shall indemnify HOLDER from any loss, damage, harm, charge or expense (including attorneys' fees) resulting therefrom. HOLDER is committed to protect the Confidential Information provided by the User and is responsible for its treatment when collected through the Site.

The following terms of use constitute the agreement between HOLDER and the User.

HOLDER reserves the right to modify these Terms and Conditions at any time, without prior notice.

Terms and Conditions of Use.

No unlawful or prohibited use. As a condition of use of the Site and the Products and Services provided by HOLDER, the User agrees and warrants that you will not use them for any purpose that is unlawful or prohibited by these Terms and Conditions, or any other terms that apply to your misuse of the service. You may not use any tool in any manner that could, without limitation, damage, disable, overburden, or impair any HOLDER server or the networks connected to any HOLDER server or interfere with any other party's use and enjoyment of the services. User may not gain unauthorized access to HOLDER, other accounts, computer systems or networks connected to any HOLDER server, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site. You may not use the Site or any products or services offered by HOLDER in a manner that infringes the rights of any third party, including intentionally harming any person or entity, including HOLDER. You may not distribute, publish, license or sell commercially any products, information or services obtained from HOLDER.

The User agrees to use the Site, its content and any product or service or aspect related thereto and/or offered by HOLDER, in a manner that does not harm the rights or interests of HOLDER or persons directly or indirectly related to HOLDER or third parties. The User shall use the Site, its content and/or the products and services offered by HOLDER in a manner that does not damage, render useless, deteriorate or impair it in whole or in part.

2. Violations to the System or the Database. Any intrusion, attempted intrusion, or activity in violation of or contrary to the law or these Terms and Conditions, will make the responsible party liable to the corresponding legal actions (civil, commercial, labor, administrative and/or criminal), and will assume the obligation to compensate for the damages caused.

At present, the technological means available do not allow to guarantee the absolute lack of interference by third parties in the Internet Sites, neither HOLDER nor the information providers in any way guarantee the accuracy of all or part of the information contained in the service, nor its updating, nor that such information has been altered or modified, in whole or in part, by means of third parties.

HOLDER undertakes to use its best efforts to prevent such actions; however, if the system or database of HOLDER or third parties is nevertheless broken into, HOLDER undertakes to use its best efforts to investigate the origin of the illegal act, but shall not be liable for any damages resulting from such a violation.

3. Geographic Availability. Available products and services may vary depending on your region or device.

4. Only for End Users. It is necessary to be a User to acquire HOLDER's services, this means that the products and services acquired through any agreement or contract with HOLDER are for the exclusive use of the User who acquires them.

The User may not lease, sell, sublicense, assign, negotiate or transmit in any form its rights to use the products or services provided by HOLDER, nor authorize the total or partial copy of the same in the equipment of any third party.

5. Billing. By providing HOLDER with a payment method, the User: (i) represents that he/she is authorized to use the payment method provided and that all information provided is true and accurate; (ii) authorizes HOLDER to make the respective charges for the products or services or available content purchased with his/her payment method; and (iii) authorizes HOLDER to make the respective charges through a platform where his/her data will be shared for the correct payment for the contracted service. The User agrees to immediately update his/her account information and other necessary information, including email address, credit card numbers and expiration dates, so that HOLDER can complete transactions and contact the User as necessary in connection with his/her transactions. HOLDER will under no circumstances be the entity to make the respective charge. HOLDER will use a collection platform, whereby HOLDER will not store any of the User's payment information, and the User hereby releases HOLDER from any and all wrongdoing by the third party payment company or any situation that occurs to the third party with the payment information. HOLDER, at the request of the User, may invoice the User for the products and services purchased in the following ways: (a) in advance; (b) at the time of purchase; or (c) periodically in the case of subscriptions. In addition, HOLDER may charge the amounts approved by the User, by notifying in advance in accordance with the terms of its subscription, of any change in the amount to be charged periodically in the case of subscriptions. HOLDER may bill simultaneously for more than one (1) of your previous billing periods for amounts not previously processed.

If the User is participating in any trial period offer, it is the responsibility of the User to cancel the service at the end of the trial period to avoid incurring further costs, unless otherwise notified by HOLDER. If the User does not cancel the service at the end of the trial period, it will be understood that the User authorizes HOLDER to charge for the product or service using the approved payment method.

6. Recurring Payments. By purchasing products, services, or content from HOLDER on a subscription basis (e.g., weekly, monthly, quarterly, or annually, as applicable), the User acknowledges and agrees that the User authorizes the applicable recurring payment for the same, and that payments will be made to HOLDER via the method the User has chosen at the applicable recurring intervals, until either the User or HOLDER terminates the subscription, or such termination occurs in accordance with the terms hereof. By authorizing periodic payments, User authorizes HOLDER to process such payments as electronic debits or funds transfers, via OpenPay, PayPal or similar payment platforms, or as electronic payment orders from its designated account (in the case of automated clearing house or similar payments) or charges to its designated account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). Subscription prices are billed and/or charged in advance in respect of the applicable subscription period. If a payment is returned or if a credit card or other similar method transaction is declined or declined, HOLDER or its service providers reserve the right to charge any item return, decline or other fees as permitted by applicable law.

The lack of timely payment of the amount of the aforementioned charges expressly entitles HOLDER to suspend the operation and functioning of the products and services provided by HOLDER immediately and without any liability whatsoever for HOLDER, and the User and the legal entity for which the User works shall release HOLDER from any claim or liability.

The User accepts the foregoing and assumes any risk, loss, damage or harm that it may suffer, due to the lack of operation, access or functioning of the Site, or the products and services offered by HOLDER as a consequence of the lack of timely payment of the applicable charges, expressly releasing HOLDER, its suppliers, subsidiaries and affiliates, from any legal, civil, commercial, labor, administrative or criminal liability, as well as from the payment of any damages of any kind that may be caused to its property or person or in any other way as a consequence of the foregoing.

7. Quantities and denominations. Prices will be set by HOLDER in the currency HOLDER selects. Prices are subject to change without notice, at HOLDER's discretion, at least at the average inflation rate of each year, among others.

8. Upgrades. If applicable, HOLDER will check for and download updates to its products or services, even if you are not logged into your account, without requiring your authorization.

You agree that, by using an upgrade or update, you voluntarily and completely waive your right to use any previous version of the Software.

9. Software License Rights and Use. The software and any other digital content available on the Site and/or offered by HOLDER are provided under license, not sold, and the User acknowledges that its use does not grant the User any ownership rights therein, or to the intellectual property of HOLDER.

The User understands and acknowledges that its rights with respect to these products, services or software are limited by these Terms and Conditions, by intellectual property law and by the rules of use referred to above. Software licenses purchased from HOLDER are subject to the license agreement attached to the respective software, and the User will be required to accept the license agreement upon installation of the respective software. Any reproduction or redistribution of the software not in accordance with these Terms and Conditions, the rules of use and applicable law is expressly prohibited by law and may result in severe civil and criminal penalties. Except as expressly provided in this Agreement, HOLDER does not grant the User any intellectual property rights in the Software, and any rights not expressly granted are reserved by HOLDER and its suppliers, including its subsidiaries and affiliates.

The User undertakes to respect the intellectual and industrial property rights of third parties when using the tools and utilities made available through the software.

10. Automatic renewal selection. Provided that automatic renewals are permitted in your country, region, province/territory or state, you may choose which services automatically renew at the end of a fixed service period. If the User chooses to automatically renew a product or service, HOLDER may renew such product or service at the end of the then current service period and charge the User the then current price for the renewal period, unless the User chooses to cancel the service. HOLDER will bill for the renewal using the payment method chosen by the User,

regardless of whether it was registered on the renewal date or provided at a later date. The User may cancel the services prior to the renewal date, but must cancel prior to the renewal date to avoid being billed for the renewal.

11. Payments made to the User. In the event that User owes any payment to HOLDER, User agrees to provide in a timely and accurate manner, any information necessary to make such payment. The User is responsible for any taxes and costs that may be incurred as a result of such payment. To the extent permitted by applicable law, you must also comply with any other conditions we impose on your right to any payment. If the User receives a payment in error, HOLDER may reverse or demand a refund, and HOLDER may reduce a payment made to the User without notice to adjust any overpayment. The User agrees to accept and cooperate with HOLDER in taking any action that HOLDER determines to be reasonably necessary.

12. Customer Service. Visit [www.sim1.tech](http://www.sim1.tech) for more information about customer service options.

13. Changes to Terms. HOLDER may change these Terms and Conditions at any time without notice. Please review the Terms and Conditions each time you visit or make use of the services provided by HOLDER. We recommend that you save or print a copy of these Terms and Conditions for future reference.

14. Privacy and protection of personal information. The User accepts and agrees that HOLDER has made available to it the Privacy Statement, and therefore, knowing its contents, gives its consent that its Personal Data, as well as that of any third party that has been provided to HOLDER, may be processed and, if applicable, transferred in accordance with the terms of said Statement. In the event that you have provided Personal Data of third parties, you are obliged to inform the Holders of the aforementioned Privacy Statement, as well as the means by which HOLDER has them at its disposal.

In addition, the User hereby accepts and grants HOLDER an unlimited, uncompensated license to use the information collected for the purposes set forth in the Privacy Statement.

15. Errors. HOLDER takes all reasonable steps to publish accurate information, update the software on a regular basis and correct errors when they are discovered. However, any part of the content of the Site, the software or the products and services offered by HOLDER may be incorrect or out of date at any given time. HOLDER reserves the right to make changes at any time, including to service prices, specifications and offers.

The User acknowledges and accepts that HOLDER may perform maintenance and changes that it deems appropriate or necessary for the proper provision of services, so that some tools may be disabled or deactivated, without any liability on the part of HOLDER, during the time that such maintenance or change is being performed.

16. Duration and Termination of Use or Access. The duration of the use of the services or products provided by HOLDER shall be for the term contracted by the User and in accordance with the particular characteristics of each one, however, during its term HOLDER may rescind and terminate in advance, without prior notice and without liability, the use of the services or products provided by HOLDER in the following cases:

- a) When HOLDER has notified the User that the User has not complied with the provisions of these Terms and Conditions.
- b) When the User denies access to HOLDER to carry out the audits or issue the corresponding reports thereof, in the applicable cases.
- c) When the User uses or exploits the products or services offered by HOLDER for any improper use or any use not authorized by HOLDER in these Terms and Conditions.
- d) When the User assigns, transfers or sublicenses part or all of the rights granted in the software license for the User of each product or service contracted from HOLDER, without prior written authorization from HOLDER.
- e) When the User discloses HOLDER's intellectual property to unauthorized persons.
- f) When the User violates any of the provisions contained in these Terms and Conditions.
- g) When the User or the company for which the User works copies the HOLDER software.
- h) When the User or the company for which the User works, uses the information provided by HOLDER to make its own software.
- i) When the User or the company for which the User works, is a third party beneficiary of a contract that HOLDER has with its network of distributors.
- j) Anything that simulates or appears to be an infringement of HOLDER's intellectual property or any software product due to any alliance or integration that HOLDER and its allies have had.

HOLDER reserves the right to take such action as it determines to be reasonably necessary in its sole discretion in connection with any violation of these Terms and Conditions. The User agrees to accept and cooperate with HOLDER in taking any action it determines to be reasonably necessary.

17. Exclusive Warranty. HOLDER, its suppliers, subsidiaries or affiliates do not grant express warranties or conditions, other than those established at the time of contracting HOLDER's products, services or tools, which constitute the exclusive remedy available to the User in the event of a claim.

HOLDER does not guarantee the accuracy or timeliness of the information available. The User acknowledges that the computer and telecommunications systems are not error free and that there are force majeure causes beyond HOLDER's control due to which there may be occasional periods of downtime. HOLDER does not warrant that access to the Services will be uninterrupted, timely, secure, and error free, nor does HOLDER warrant that there will be no loss of content.

By the mere fact of accessing the services provided and contracted with HOLDER, the User waives the right to sue HOLDER by any means, for the lack of availability or continuity in the operation of its products or services.

HOLDER does not control and does not guarantee the absence of viruses in its products and services, nor the absence of other elements that may cause alterations in the Users' computer system (software).

By the mere fact of accessing or using the services provided by HOLDER, the Users waive their right to sue HOLDER by any means, for any damage or harm suffered in their computer system (software), or in their mobile device, as well as its products and services, or because they have transmitted a virus or any other harmful element to HOLDER.

The Customer accepts the foregoing and assumes any risk, loss, damage or harm that may be suffered for such reasons, expressly releasing HOLDER, its suppliers, subsidiaries and affiliates, from any legal, civil, commercial, labor, administrative or criminal liability, as well as from the payment of any damages or harm of any kind that may be caused to its property or person or in any other way as a consequence of the foregoing.

18. Assignment. To the extent permitted by applicable law, HOLDER may assign, transfer or dispose of its rights and obligations under these Terms and Conditions, in whole or in part, at any time without notice to the User.

The User accepts and acknowledges that HOLDER may share the information provided by the User with any third party with whom HOLDER maintains a relationship in order to develop and offer a better service to the User, and therefore the User accepts and acknowledges that by signing these Terms and Conditions, the User grants HOLDER the broadest legal authorization and releases HOLDER from any liability or obligation derived from the sharing of such information.

The User may not assign or transfer any rights under these Terms and Conditions without prior express authorization from HOLDER.

The User may not lease, sell, grant sublicenses, assign, negotiate or transmit in any form its rights to use the services or products provided by HOLDER, nor authorize the total or partial copy of the same for its own use or that of third parties without the prior written authorization of HOLDER.

19. Liability for damages. The User shall immediately indemnify HOLDER for any damages and/or losses of any nature caused by the User's breach of these Terms and Conditions or any applicable law.

Without prejudice to the provisions of the preceding paragraph, in the event that HOLDER is fined or condemned by a competent authority to compensate any person for any damage and/or harm caused by the User, the User shall pay HOLDER the corresponding amount, within 15 (fifteen) calendar days after HOLDER notifies the respective amount; otherwise, the User agrees to pay HOLDER as a conventional penalty for the mere delay in the fulfillment of the obligation, an additional amount equivalent to the principal amount in which HOLDER would have been affected.

HOLDER shall not be liable for damages suffered by the User, its hardware, or third parties, which occur directly, indirectly, or accidentally as a result of or in connection with the use of the products and/or services, and/or tools provided, including the downloading of material through our services. HOLDER shall not be liable for any damage caused to Users or third parties as a result of the inability to use our services and/or our Site and/or products, whether directly, indirectly, or in connection with this event. Therefore, the use of our services is carried out at the User's own risk and the User shall be solely responsible for any possible damage to the User's computer or other system, whether by viruses, hackers, etc., as well as any possible loss of data resulting from the download of such materials, or from the use of the tools necessary



to provide the products or services, and the User disclaims any liability to HOLDER for any such eventualities.

The User acknowledges and agrees that use of the Site, services and products is at the User's sole risk. You understand and agree that HOLDER is not responsible for the availability and/or functionality of any third party web sites or material you may access through the HOLDER web site.

20. Applicable Jurisdiction. Any interpretation and/or dispute relating to all or part of these Terms and Conditions, or the performance of these Terms and Conditions by HOLDER, shall be subject to the jurisdiction of the competent Judges and Courts of the city of Miami, in the United States of America, and the User waives any other jurisdiction that may be competent by virtue of its present or future domicile.

In the event that any part of these Terms and Conditions or any of the other legends is declared invalid by any judicial authority, the remaining parts shall remain in full force and effect in all cases in which this is possible, HOLDER reserves the right to integrate and interpret the parts not declared invalid by such authority.

21. Notifications and Communication. For customer support inquiries, please refer to [www.sim1.tech](http://www.sim1.tech).

**SIM TECH HOLDINGS, LLC.**