

PUBLIC WI-FI USE AGREEMENT

This Public Wi-Fi Use Agreement ("Agreement") between you and Farmacias de Similares CA LLC dba Similandia ("Similandia") governs your access to and use of this wireless internet service ("Service"), which is hosted and provided by an independent third-party internet service provider ("Provider"). By using this Service, you represent and warrant that you, or your parent or legal guardian accepting this agreement on your behalf, have the legal capacity to enter into this Agreement, including but not limited to the fact that you are of sufficient age and mental capacity or are otherwise entitled to be legally bound in contract.

By clicking your acceptance to this Agreement and/or by accessing or using this Service, you represent and acknowledge that you have read all the terms and conditions of this Agreement, understand the terms and conditions of this Agreement, and agree to be legally bound by the terms and conditions of this Agreement. If you do not agree to this Agreement, you must not use or access this Service.

SIMILANDIA MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE AVAILABILITY OR SECURITY OF THE PUBLIC WIRELESS NETWORK, AND ALL USE IS PROVIDED ON AN AS-IS BASIS. Your access to the public wireless network may be blocked, suspended, or terminated by Similandia or Provider at any time for any reason.

CONSENT TO MONITORING

Similandia reserves the right to, and you acknowledge and consent that Similandia may, by its own actions or through Provider, monitor your communications and activities via this Service (including their content) during transmission and in connection with use of this Service, and may disclose any such information for purposes of ensuring your compliance with this Agreement, applicable law, cooperating with legal authorities, and otherwise protecting the rights, property, and interests of Similandia.

You agree that you assume full responsibility and risk for your use of this Service and the Internet, and that you are solely responsible for evaluating the suitability, appropriateness or legality of any informational content or other materials you may encounter online. Provider, on behalf of Similandia, may, but need not, provide screening and/or blocking of certain materials and websites. Software products that enable screening and/or blocking of particular materials, websites and information are commercially available, and you agree that such software products may be employed by Provider, and/or Similandia, in connection with your use of the Service.

AUTHORIZED AND ACCEPTABLE USE

You agree that you are authorized to use this Service for your own personal use subject to the terms and conditions of this Agreement. You agree that your use of this Service is a privilege and not a right. You agree that you are fully responsible for your activities while using this Service (including for any content, information and other materials you access or transmit via this Service), and that you shall bear all risks regarding use of this Service. You agree not to use this Service to engage in any prohibited conduct. Broadly stated, prohibited conduct is any conduct that: (i) is unlawful, infringing, tortious, or that is harmful to (or puts at risk) Similandia or any other entity, person, or property; (ii) violates any person or entity's intellectual property, privacy, or other rights; and/or (iii) otherwise interferes with the operation, use or enjoyment of any service, system or other property regarding the Service and the provision thereof by Similandia and Provider.

In addition to the foregoing, prohibited conduct includes, but is not limited to, using this Service to: (i) intercept, divert or otherwise interfere with any communication; (ii) violate the security or integrity of, or gain unauthorized access to, this Service or any other service, system or communication; (iii) impose an unreasonable or disproportionately large load on any systems or infrastructure; (iv) send "spam", chain letters, or other unsolicited communications to any entity; (v) create a "mail drop" for such communications, or engage or permit e-mail relay services (e.g., "open mail relay"); (vi) "spoof" or otherwise impersonate any other party, entity or person, falsely stating or otherwise misrepresenting your identity or affiliation in any way, or forge, delete or alter any part of TCP/IP packet header or sender identification information in any communication; (vii) commit fraud; (viii) harass, or threaten any entity, advocate or otherwise encourage violence against any government, organization, group, individual or property, or provide instruction, information, or assistance in causing or carrying out such violence; (ix) disseminate viruses, Trojan horses, or other code or programming intended to damage, interfere with, intercept or expropriate any system, data or personal information; (x) send or receive any material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, tortious, harassing, hateful, or otherwise objectionable; (xi) send or receive any material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability; (xii) send or receive material containing defamatory, false, or libelous material; (xiii) send or receive any unauthorized material that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity; (xiv) send or receive any material that you do not have a right to make available under law or contractual or fiduciary relationships; (xv) engage in conduct that would

expose Similandia or its service providers to civil or criminal liability; (xvi) assist others in engaging in prohibited conduct. This list is not exhaustive.

LIMITATION OF LIABILITY OF SIMILANDIA

YOU ACKNOWLEDGE THAT ANY COMMUNICATIONS OR INFORMATION ACCESSED, SENT, EXCHANGED, OR RECEIVED DURING USE OF THE SERVICE MAY NOT BE SECURE AND MAY BE INTERCEPTED OR OBTAINED BY UNAUTHORIZED PARTIES. YOU UNDERSTAND AND ACKNOWLEDGE FULL RESPONSIBILITY FOR USE OF THE SERVICE AND THAT SUCH USE IS AT YOUR SOLE RISK AND DISCRETION.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL SIMILANDIA OR ANY OF ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, VENDORS, OR SUPPLIERS (EXCEPT IN THEIR CAPACITY AS USERS OF THE SERVICE) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICE, OR FOR ANY INFORMATION, PRODUCTS, SERVICES, OR OTHER NETWORKS ACCESSED OR OBTAINED THROUGH THE SERVICE INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF PRIVACY, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER OR FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SIMILANDIA HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER APPLIES WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, DATA THEFT OR DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OR USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT SIMILANDIA AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, ILLEGAL, OR OTHERWISE INAPPROPRIATE OR OBJECTIONABLE CONTENT MADE AVAILABLE VIA THE SERVICE, OR CONDUCT OF ANY USER OF THIS SERVICE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH SIMILANDIA IS TO IMMEDIATELY DISCONTINUE USE OF THE SERVICE. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF

LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OR A PORTION OF THE ABOVE LIMITATIONS MAY NOT APPLY.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Similandia and its respective officers, directors and employees from and against any and all claims, actions, demands, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising from, relating to, or resulting from in any way: (i) your breach of any provision of this Agreement; (ii) any warranty you provide herein; or (iii) out of your use of this Service. Your obligation to indemnify Similandia is limited to direct damages resulting from your violation of this Agreement or applicable law. You shall not be responsible for indirect, consequential, or unforeseeable damages, nor for claims arising from actions beyond your control.

CONSEQUENCES OF UNAUTHORIZED AND/OR UNACCEPTABLE USE

Without limiting any other available right or remedy, you agree that Similandia, and Provider on behalf of Similandia, shall have the right, to: (i) take such actions as Similandia deems, in its sole discretion, to be appropriate to protect against violations of this Agreement or abuse of the Service and to otherwise protect either party's or entity's respective interests, including but not limited to removing offending material, temporary or permanent filtering, blocking access, and suspending or terminating service); and (ii) investigate immediately and involve and cooperate with appropriate authorities regarding any illegal or unauthorized activities involving this Service or activities that may be or are suspected to be illegal or unauthorized. You agree that you will be liable to Similandia for any damages incurred or amounts that Similandia becomes liable for or that are required to be paid by Similandia that arise out of or are related to your violation of this Agreement, including, without limitation, costs, fees and damages paid to third parties, cost of repairs or replacements, and reasonable attorneys' fees and costs of investigation and enforcement. Any illegal or unauthorized use or suspected use will be reported to the appropriate authorities.

PERSONAL SECURITY AND PRIVACY

You understand and agree that you shall have no expectation of privacy or security in your use of this Service. You acknowledge that there are privacy and security risks associated with wireless communications and the Internet generally. Similandia and its Provider implement reasonable administrative, technical, and physical safeguards—such as encryption standards, firewalls, and continuous monitoring—consistent with NIST SP 800-53 or equivalent frameworks, to help protect connection data and reduce such risks.

However, no system is completely secure, and Similandia does not warrant absolute security.

You further acknowledge that Similandia makes no assurance that your communications or activities will be or will remain private or secure, and you agree that Similandia assumes no responsibility in that regard. You agree that you, and not Similandia, are solely responsible for your own privacy and security in using this Service, and for implementing any protections you deem appropriate to safeguard your privacy, activities, hardware, software, and systems.

CALIFORNIA CONSUMER PRIVACY NOTICE

Similandia and its service providers may collect limited technical data when you use this Service, including device identifiers, IP address, connection timestamps, and session duration. This information is used solely for purposes of network security, system maintenance, and analytics related to Service performance.

California residents have the right to request access to, correction or deletion of their personal information, and to opt-out of its sale or sharing. To exercise these rights, please contact us at dataprivacy@drsimi.com or use the “Do Not Sell or Share My Personal Information” link available on our website. Similandia does not sell or share user information for cross-context behavioral advertising.

This Service is not intended for children under 13 years of age. Similandia does not knowingly collect or maintain any personal information from minors. If you believe a minor has provided information, please contact privacy@similandia.com for prompt deletion.

DATA RETENTION AND DELETION

Similandia retains technical connection logs for a maximum period of 90 days, unless a longer retention is required by law or to investigate security incidents. After this period, logs are securely deleted or anonymized in accordance with industry-standard procedures.

SERVICE PROVIDER RESPONSIBILITY

The Service is hosted by an independent third-party internet service provider acting as a “Service Provider” under the California Consumer Privacy Act. The Provider is contractually bound to process data only on behalf of Similandia, maintain confidentiality, and not use data for its own purposes.

DISCLAIMER OF WARRANTY



You acknowledge and agree that this Service is provided solely as a convenience to you, "as is," "with all faults," and "as available." you further acknowledge and agree that

Similandia disclaims all warranties and representations of any kind, whether express, implied or statutory, including without limitation any warranties: (i) of merchantability, fitness for a particular purpose, non-infringement, workmanlike effort, quality, accuracy, timeliness, completeness, title, quiet enjoyment, no encumbrances, no liens, or system integration; or (ii) that access to or use of this Service or any part thereof will be uninterrupted, error or defect free, free of viruses or other harmful code, or secure, or that problems will be corrected, even if Similandia is on notice of such problems. You agree that there are no warranties that extend beyond the face of this Agreement and that no marketing, advertisement, listing, website content, advice, or information given by Similandia, or Provider and its employees on behalf of Similandia shall create any warranty. If applicable law does not allow the exclusion of some or all of the above implied warranties, you agree that the above exclusions will apply to you to the extent allowed by applicable law.

TERMINATION OF SERVICE; UPDATES TO THIS AGREEMENT

You agree that Similandia and/or Provider, on behalf of Similandia, may, at any time and for any reason, change, terminate, limit, or suspend this Service (in whole or in part) or your access to this Service. Upon any termination, your rights to use this Service will immediately cease. Similandia also reserves the right to update or revise this Agreement at any time without prior notice, and you agree that Similandia may do so. Your continued use of this Service following an update to this Agreement signifies your acceptance of its revised terms.

ARBITRATION REQUIRED

PLEASE READ THIS SECTION CAREFULLY – IT SIGNIFICANTLY AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. ANY DISPUTE OR CLAIM IN ANY WAY RELATED TO THIS AGREEMENT AND/OR YOUR USE OF THE SERVICE SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, BINDING ARBITRATION BEFORE JAMS IN LOS ANGELES, CALIFORNIA, PURSUANT TO ITS STREAMLINED RULES. ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS APPLYING CALIFORNIA SUBSTANTIVE LAW WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES OR THE RESIDENCY OF THE PARTIES. YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHT TO A COURT OR JURY TRIAL AND ANY RIGHT TO ASSERT ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF YOU DO NOT CONSENT TO THIS CLAUSE, YOU MUST NOT USE THE SERVICE. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT. FOR CONSUMER CLAIMS UNDER USD 10,000, SIMILANDIA WILL BEAR THE ADMINISTRATIVE FILING FEES REQUIRED BY JAMS TO INITIATE ARBITRATION. EACH

PARTY SHALL OTHERWISE BEAR ITS OWN ATTORNEY'S FEES AND COSTS, UNLESS OTHERWISE PROVIDED BY LAW.

CONTACT INFORMATION

For questions regarding this Agreement or the use of this Service, please contact:

- Phone: +1 855-280-1079.
- Email: customerservice@drsimi.com
- Service Hours:
 - Monday to Friday: 8:00 AM – 7:00 PM ET
 - Saturday and Sunday: 10:00 AM – 7:00 PM ET

ACCESSIBILITY NOTICE

Similandia is committed to ensuring that all users, including those with disabilities, have equal access to its online services. Requests for reasonable accommodations may be submitted to customerservice@drsimi.com.

Effective Date: November 2025 – Version 1.0