

Terms of Services

Last updated: June 2025

These Terms of Service (the “**Terms**”) are a legal agreement between you and Similar, Inc. (“**Similar**,” “**we**,” “**us**,” or “**our**”), governing your access to and use of Similar Pro and other services that we may offer, along with any associated software and websites (together, our “**Services**”). By accessing or using our Services, you agree to comply with these Terms.

Please read our Privacy Policy at <https://www.similar.ai/similar-pro/privacy>, which describes how we collect, use, and protect your personal information. If you do not want to agree to these Terms or the Privacy Policy, you must not access or use our Services.

1. Who we are.

“**Similar Pro**” is a macOS-based SaaS (software as a service) application developed by Similar designed to automate computer desktop tasks using advanced agentic AI through natural language. Similar Pro features Agent S, an open-source, natural-language-driven agent that simulates human-like use of computers through mouse and keyboard. Similar Pro is geared towards power users and enterprises looking for ways to automate repetitive tasks and workflows for efficiency across their macOS environments.

2. Account Creation and Access.

Minimum Age. To access and use our Services, you must be at least 18 years old, or the minimum age required to consent to use the Services in your location, whichever is higher.

Your Similar Account. To access certain features of our Services, you may be required to sign in through a Google Account. You agree to provide accurate, current, and complete account information and authorize us to use such information to communicate with you about our Services. Our communications to you using your account information will satisfy any legal notice requirements.

You are responsible for maintaining the confidentiality of your account login information. You may not share or make your account accessible to others. You are accountable for all activity occurring under the account through which you access the Services and agree to notify us immediately if you become aware of any unauthorized access to your account by emailing us at support@similar.ai.

Permission. Our Services require certain permissions to your devices (including without limitation, Accessibility, Screen Recording, and Microphone Access) in order to operate correctly and properly. Our Services also require permission to check accessibility of your browser (for example, Chrome) to verify proper functionality. You will be asked whether to grant these permissions when necessary. If you choose not to grant them, some functions of our Services may not be available or may not work as intended.

Evaluation and Additional Services. We may offer limited-time or feature-limited access to our Services for evaluation purposes. Any use of our Services for evaluation is intended for personal, non-commercial use only.

You may need to accept additional terms to use certain Services. These additional terms will supplement our Terms for those Services and may change your rights or obligations for those Services.

3. Use of Our Services

You may access and use our Services only in compliance with our Terms, and any guidelines or supplemental terms we may post on the Simular Pro (the “**Permitted Use**”). You may not access or use, or help another person to access or use, our Services in the following ways:

- **Violations of Law:** In any manner that violates any applicable law or regulation—including, without limitation, any laws about exporting data or software to and from the United States or other countries.
- **Competitive Development:** To develop any products or services that compete with our Services, including to develop or train any artificial intelligence or machine learning algorithms or models.
- **Reverse Engineering:** To decompile, reverse engineer, disassemble, or otherwise reduce our Services to human-readable form, except when these restrictions are prohibited by applicable law.
- **Unauthorized Data Collection:** To crawl, scrape, or otherwise harvest data or information from our Services other than as permitted under these Terms.
- **Unauthorized Access and Deception:** To use our Services or Materials to obtain unauthorized access to any system or information, or to deceive any person.
- **Intellectual Property Infringement:** To infringe, misappropriate, or violate intellectual property or other legal rights (including the rights of publicity or privacy).
- **Automated Access:** Except when you are accessing our Services where we otherwise explicitly permit it, to access the Services through automated or non-human means, whether through a bot, script, or otherwise.
- **Disruptive Conduct:** To engage in any other conduct that restricts or inhibits any person from using or enjoying our Services, or that we reasonably believe exposes us—or any of our users, affiliates, or any other third party—to any liability, damages, or detriment of any type, including reputational harms.
- **Professional Advice:** To rely on our Services to deliver legal, medical, financial or other professional advice.

Additionally, you must not abuse, harm, interfere with, or disrupt our Services, including, for example, introducing viruses or malware, spamming, launching denial-of-service (DDoS) attacks, or bypassing any security or protective measures in place.

Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Simular may monitor your use of the Services, and collect and compile data and information related to your use of the Services to be used by Simular in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services (“**Aggregated Statistics**”). As between you and us, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Simular. You agree that Simular may use and make publicly available Aggregated Statistics to the extent and in the manner permitted under applicable law.

4. Prompts, Outputs, and Materials

You may be allowed to submit text or other materials to, or otherwise interact with, Similar Pro in a variety of formats (we call these “**Prompts**”). Our Services may generate responses based on your Prompts (we call these “**Outputs**”), or enable the Services to take actions on your behalf, such as software manipulation, data processing, and system interactions (we call these “**Actions**”). Prompts and Outputs collectively are “**Materials**.”

Rights to Materials. You are responsible for all Prompts you submit through Similar Pro. By submitting Prompts, you represent and warrant that you possess all rights, licenses, and permissions necessary for us to process the Prompts under these Terms and to provide Services to you. You also represent and warrant that submitting your Prompts to us or directing Similar Pro to take Actions will not violate our Terms or any applicable laws or regulations. As between you and Similar, and to the extent permitted by applicable law, you retain any rights, title, and interest that you have in the Prompts you submit. Subject to your compliance with these Terms, we assign to you any right, title, and interest—if any—we have in the Outputs and Actions.

Reliance on Outputs and Actions. Similar Pro utilizes artificial intelligence and natural language processing technologies, which are rapidly evolving and may not always provide accurate or reliable results. When you use our Services, you acknowledge and agree:

1. Outputs may not always be accurate and may contain material inaccuracies even if they appear accurate because of their level of detail or specificity.
2. Actions may not be error free or operate as you intended.
3. You should not rely on any Outputs or Actions without independently confirming their accuracy.
4. The Services and any Outputs may not reflect correct, current, or complete information.
5. Outputs may contain content that is inconsistent with Similar’s views.

Our Use of Materials. We may use Materials to provide, maintain, and improve the Services and to develop other products and services.

5. Subscriptions, Fees and Payment

Fees and Billing. You may be required to pay us fees to access or use of our Services or certain features of our Services. You are responsible for paying any applicable fees listed for the Services on Similar's website unless otherwise communicated to you by Similar in writing.

If you purchase access to our Services or features of our Services, you must provide complete and accurate billing information (“**Payment Method**”). All payments are securely processed via Stripe, a third-party payment processor. You agree and authorize Stripe to charge the Payment Method for the applicable fees for our Services or features of our Services, along with any applicable tax. If the fees for these Services or features are specified to be recurring or usage-based, you agree and authorize Stripe to process such payments on a periodic basis. We do not collect, store, or access your personal financial information, including credit card numbers or billing information. All such data is handled by Stripe in accordance with its terms of services, privacy policy and security policies. You agree that we will not be held liable for any errors, breaches, or issues caused by any third-party payment processor involved in processing your payment.

Unless otherwise stated in these Terms or required by law, all payments are final and non-refundable. Please review your order carefully before confirming it and see below for additional information about recurring charges related to Subscriptions.

Additional Fees. We may adjust fees for our Services. If we charge additional fees in connection with our Services or features of our Services, we will give you an opportunity to review and accept the additional fees before being charged. In addition, additional fees may apply for additional Services or features of the Services that we may make available. If you choose not to accept any such additional fees, we may discontinue your access to the Services or features.

Subscriptions. In order to access Simular Pro and other subscription services we may make available to users, you must sign up for an active subscription with us (a “**Subscription**”) by following the subscription procedure on our Services. When you sign up for a Subscription, you agree to these Terms.

- (a) **Subscription Content, Features, and Services.** The content, features, and other services provided as part of your Subscription, and the duration of your Subscription, will be described in the order process. We may update or modify the content, features, and other services from time to time, and we do not guarantee the continued availability of any specific content, feature, or other services.
- (b) **Subscription Term and Automatic Renewal.** If you sign up for a paid Subscription, we (through the third-party payment processor) will automatically charge your Payment Method on each agreed-upon periodic renewal date until you cancel your Subscription. If your Subscription has an initial fixed term (the “**Initial Term**”), we will let you know during the order process. Your Subscription will last for the Initial Term and will automatically renew, and your Payment Method will be charged, at the end of the Initial Term for an additional term equal in duration to the Initial Term and will continue to renew and incur charges for additional terms equal in duration to the Initial Term (each such additional term, a “**Renewal Term**”) until you cancel.
- (c) **Subscription Cancellation.** If you subscribed via our website, you may cancel your Subscription for any reason by using a method we may provide to you through our product (for example, in your customer portal) or by notifying us at support@simular.ai. To avoid renewal and charges for the next Renewal Term, you should cancel your subscription at least **7 days** before the end of the current Initial Term or Renewal Term. For example, if you subscribe on May 1st for a Subscription with a one-month Initial Term, you must cancel the Subscription per the instructions by May 25th (7 days before May 31st) to avoid renewal and charges for the next Renewal Term. In the event of a cancellation, your fees will not be refunded, but your access to the Services will continue through the end of the Initial Term or any Renewal Term for which you previously paid fees.
- (d) **Subscription fees.** You will pay the fees for the Initial Term and each subsequent Renewal Term upfront, at the start of that Initial Term or Renewal Term, as applicable. We reserve the right to adjust the fees applicable to your Subscription from time to time, although we will not make any change to the fees applicable to your Subscription during the current Initial Term or Renewal Term, as applicable. If these changes result in an increase in the fees payable by you, we will inform you at least 30 days in advance of the change. You agree to the increase in fees payable by you unless you cancel the

Subscription, as described in the paragraph (c) (Subscription cancellation) immediately above, before the Renewal Term to which the increase in fees will apply.

6. Feedback

We welcome your feedback, including ideas and suggestions for improving Simular Pro or ratings on specific Outputs generated or Actions taken in response to your Prompts (“**Feedback**”). If you choose to rate an Output or an Action in response to a Prompt, we may store the related interactions as part of your Feedback. Providing Feedback is optional, but if you do, you agree that we may use your Feedback in any manner we see fit, to the extent not prohibited by these Terms or applicable law, without any obligation or compensation to you.

7. Third-party Services and Links

Our Services may incorporate or interact with third-party content, services, or integrations. We do not control or accept responsibility for any loss or damage arising from your use of any third-party content, services, or integrations, and we make no representations or warranties regarding them. Your use of any third-party content, services, or integrations is at your own risk and is governed by the terms, conditions, and policies (including privacy policy) applicable to such third-party content, services, or integrations.

8. Software

We may provide manual or automatic updates to our software including Simular Pro (“**Simular Software**”) without advance notice to you. Simular Software may include open-source software components. In the event of any conflict between these Terms and any other third-party terms applicable to any portion of Simular Software, such as open-source license terms, such other terms will control as to that portion of Simular Software and to the extent of the conflict.

9. Ownership of the Services

The Services are owned, operated, and provided by us and our affiliates, licensors, distributors, and service providers (collectively “**Providers**”). We and our Providers retain all our respective rights, title, and interest, including intellectual property rights, in and to the Services. Other than the rights of access and use expressly granted in our Terms, our Terms do not grant you any right, title, or interest in or to our Services.

10. Disclaimer of Warranties, Limitations of Liability, and Indemnity

Simular strives to deliver high-quality Services and is continually improving the Simular Pro and any other Services. However, there are certain aspects we can’t guarantee. We are using ALL CAPS to explain this, to make sure that you see it.

YOUR USE OF THE SERVICES, MATERIALS, AND ACTIONS IS SOLELY AT YOUR OWN RISK. THE SERVICES, OUTPUTS, AND ACTIONS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. WE AND OUR PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, ACCURACY, AVAILABILITY, RELIABILITY, SECURITY, PRIVACY, COMPATIBILITY, NON-INFRINGEMENT, AND ANY WARRANTY IMPLIED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL WE, OUR PROVIDERS, OR OUR OR THEIR RESPECTIVE AFFILIATES, INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS (COLLECTIVELY, THE “SIMILAR PARTIES”), BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES, THE MATERIALS, THE ACTIONS, OR THESE TERMS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER THEORY, EVEN IF ANY SIMILAR PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, AND EVEN IF THE DAMAGES ARE FORESEEABLE.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SIMILAR PARTIES’ TOTAL AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES, THE MATERIALS, THE ACTIONS, OR THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID TO US FOR ACCESS TO OR USE OF THE SERVICES (IF ANY) IN THE SIX MONTHS PRECEDING THE DATE SUCH DAMAGES, LOSSES, AND CAUSES OF ACTION FIRST AROSE, AND \$100. THE FOREGOING LIMITATIONS ARE ESSENTIAL TO THESE TERMS, AND WE WOULD NOT OFFER THE SERVICES TO YOU UNDER THESE TERMS WITHOUT THESE LIMITATIONS.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE SIMILAR PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES AND COSTS), AND OTHER LOSSES ARISING OUT OF OR RELATED TO YOUR BREACH OR ALLEGED BREACH OF THESE TERMS; YOUR ACCESS TO, USE OF, OR ALLEGED USE OF THE SERVICES, THE MATERIALS, OR THE ACTIONS; YOUR FEEDBACK; ANY PRODUCTS OR SERVICES THAT YOU DEVELOP, OFFER, OR OTHERWISE MAKE AVAILABLE USING OR OTHERWISE IN CONNECTION WITH THE SERVICES; YOUR VIOLATION OF APPLICABLE LAW OR ANY THIRD-PARTY RIGHT; AND ANY ACTUAL OR ALLEGED FRAUD, INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, OR CRIMINAL ACTS COMMITTED BY YOU OR YOUR EMPLOYEES OR AGENTS. WE RESERVE THE RIGHT TO ENGAGE SEPARATE COUNSEL AND PARTICIPATE IN OR ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU HEREUNDER, IN WHICH CASE YOU AGREE TO COOPERATE WITH US AND SUCH SEPARATE COUNSEL AS WE REASONABLY REQUEST.

THE LAWS OF SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR CERTAIN TYPES OF DAMAGES, SO SOME OR ALL OF THE DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS MAY NOT APPLY TO YOU.

OUR PROVIDERS ARE INTENDED THIRD PARTY BENEFICIARIES OF THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION 10.

11. General terms

Changes to the Services. Our Services are novel and will change. We may sometimes add or remove features, increase or decrease capacity limits, offer new Services, or stop offering certain Services.

Unless we specifically agree otherwise in a separate agreement with you, we reserve the right to modify, suspend, or discontinue the Services or your access to the Services, in whole or in part, at any time without notice to you. Although we will strive to provide you with reasonable advance notice if we stop offering a Service, there may be urgent situations—such as preventing abuse, responding to legal requirements, or addressing security and operability issues—where providing advance notice is not feasible. We will not be liable for any change to or any suspension or discontinuation of the Services or your access to them.

Changes to the Terms. We may revise and update these Terms at our discretion. Some examples of times, we may update these Terms include (1) to reflect changes in our Services, like when we add or remove features or services, or update our pricing, (2) for security or legal reasons, or (3) to promote safety or prevent abuse. If you continue to access the Services after we post the updated Terms on Simular's website or otherwise give you notice of Terms changes, then you agree to the updated Terms. If you do not accept the updated Terms, you must stop accessing or using our Services.

Supplemental Terms. We may offer Services or features that we believe require service-specific terms or guidelines. When using our Services, you agree to comply with any applicable guidelines, rules, or supplemental terms that may be posted on the Services from time to time (“**Supplemental Terms**”). If these Terms conflict with Supplemental Terms, the Supplemental Terms will govern for the applicable Service.

Entire Agreement. These Terms and any other terms expressly incorporated by reference form the entire agreement between you and us regarding the subject matter of our Terms.

Termination. You may stop accessing the Services at any time. We may suspend or terminate your access to the Services (including any Subscriptions) at any time without notice to you if we believe that you have breached these Terms, or if we must do so in order to comply with law.

If we terminate your access to the Services due to a violation of these Terms and you have a Subscription, you will not be entitled to any refund.

In addition, if you have a Subscription, we may terminate the Subscription at any time for any other reason. If we exercise this right and you purchased the Subscription via our website, we will refund you, on a pro rata basis, the fees you paid for the remaining portion of your Subscription after termination. Upon termination of these Terms, your Subscription, or your access to the Services, we may at our option delete any Materials or other data associated with your Account. Sections 5 (with respect to fees outstanding as of such expiration or termination) and 8 – 11 will survive any expiration or termination of our Terms or a Subscription.

Severability. If a particular Term or portion of these Terms is not valid or enforceable, this will have no effect on any other Terms.

No Waiver. Any delay or failure on our part to enforce a provision of these Terms is not a waiver of our right to enforce them later.

No Assignment. These Terms may not be transferred or assigned by you without our prior written consent, but may be assigned by us without restriction.

Use of Our Brand. You may not, without our prior written permission, use our name, logos, or other trademarks in connection with products or services other than the Services, or in any other way that implies our affiliation, endorsement, or sponsorship. To seek permission, please email us at support@simular.ai.

Export Controls. You may not export or provide access to the Services into any U.S. embargoed countries or to anyone on (i) the U.S. Treasury Department's list of Specially Designated Nationals, (ii) any other restricted party lists identified by the Office of Foreign Asset Control, (iii) the U.S. Department of Commerce Denied Persons List or Entity List, or (iv) any other restricted party lists. You represent and warrant that you and anyone accessing or using the Services on your behalf, or using your Account credentials, are not such persons or entities and are not located in any such country.

Legal Compliance. We may comply with governmental, court, and law enforcement requests or requirements relating to provision or use of the Services, or to information provided to or collected under our Terms. We reserve the right, at our sole discretion, to report information from or about you, including but not limited to Prompts, Outputs, or Actions to law enforcement.

U.S. Government Use. The Services were developed solely at private expense and are commercial computer software and commercial computer software documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements. Accordingly, U.S. Government users of the Services will have only those rights that are granted to all other end users of the Services pursuant to these Terms.

12. Disputes

Equitable Relief. You agree that (a) no adequate remedy exists at law if you breach Section 3 (Use of Our Services); (b) it would be difficult to determine the damages resulting from such breach, and any such breach would cause irreparable harm; and (c) a grant of injunctive relief provides the best remedy for any such breach. You waive any opposition to such injunctive relief, as well as any demand that we prove actual damage or post a bond or other security in connection with such injunctive relief.

Governing law and Exclusive Jurisdiction. Our Terms will be governed by, and construed and interpreted in accordance with, the laws of the State of California without giving effect to conflict of law principles. You and Simular agree that any disputes arising out of or relating to these Terms will be resolved exclusively in the state or federal courts located in San Francisco, California, and you and Simular submit to the personal and exclusive jurisdiction of those courts. By accessing our Services, you waive any claims that may arise under the laws of other jurisdictions.