

1. Our Terms of Service

Last updated: 10-14-2024

Welcome to Aira. Aira provides a service that facilitates communication across signed and spoken or written language (the “Service”). The Service includes related Aira Tech mobile applications and software (the “Apps”), as well as related interactions with Aira Tech. These Terms of Service (“Terms”) are a legal agreement between you and Aira Tech Corp (“Aira Tech,” “we” or “us”) governing your access to and use of the Service. Please read the Terms carefully before using the Service. Using the Service indicates that you accept and agree to be bound by the Terms and that you acknowledge that we collect, use, and share data as described in our [Privacy Policy](#). Do not use the Service if you do not accept the Terms.

IMPORTANT NOTICE

These Terms contain provisions that govern how disputes between you and Aira Tech are resolved, including an agreement to arbitrate, which will (depending on where you reside) require you to submit most claims you have against us to binding and final arbitration and limit you to claims submitted individually and not as part of a class action. You can opt-out of this provision as described below.

What the Service Is

The Service provides interpretive services to facilitate communication across signed and spoken or written languages. We do this by

connecting you with an “Interpreter” who can communicate linguistic or auditory information.

Our Interpreters can perform different tasks, including examples like:

- signing interactions in a retail environment,
- communicating linguistic or auditory information during an interaction with a customer or your employer; or
- otherwise helping you access linguistic or auditory information provided by other sources (such as broadcasted announcements at an airport).

These are just a few examples of how Aira Tech’s Interpreters can provide access to linguistic and auditory information.

In these Terms, we use the term “Interaction” to refer to the different ways you might interact with the Service. Interactions include video and audio calls, text chats with one of our Interpreters, and other interactions you take part in through the Service.

Users remain completely and entirely responsible and liable for their actions while using the Service. Your use of the Service is at your own risk. We do not guarantee that your access to the Service will be uninterrupted or error-free, and while we make reasonable efforts to provide helpful information, we do not warrant that all information provided by Interpreters or otherwise through the Service is accurate.

Privacy

Aira Tech takes your privacy and the security of your personal information very seriously. Any personal information that you provide through the Service is subject to our [Privacy Policy](#). The Privacy Policy describes how we collect, use, and share your personal information. Please review our Privacy Policy, and contact us using the information below if you have any questions.

Permitted Use of the Service

The Service and any software, data, media, images, logos, music or other content made available through or in connection with the Service (collectively, "Aira Content") is owned by us or used under license. Aira Content is protected by worldwide copyright, trademark, patent, trade secret, or other proprietary rights whether or not a copyright notice or other proprietary mark is present. You agree to comply with all intellectual property laws in your use of the Service and Aira Content.

Subject to your compliance with these Terms and any other terms communicated in connection with specific Aira Content, we grant you a non-exclusive, non-transferable, limited right to access and use Aira Content. Except for that license, we do not grant any other express or implied proprietary rights to Aira Content. You agree not to dispute our claims of ownership or validity of our rights in Aira Content.

You may not modify, copy, distribute, transmit, reproduce, publish, license, create derivative works from, transfer, or sell any part of the Service.

Depending on availability, you may be able to use the Service at your workplace. In any event, you are responsible for getting any required approval from your employer and for complying with all of your employer's applicable policies with respect to use of the Service.

General Prohibitions

You agree that you will not use the Service in any manner that: (i) is an advertisement or endorsement of a product or service; (ii) is knowingly false or intended to mislead, confuse, or deceive others; (iii) promotes illegal or harmful activities or substances; (iv) is harassing,

threatening or insulting to others, including Interpreters, Aira Tech Staff and other users of the Service; (v) violates the privacy, publicity, moral or any other proprietary right of others; (vi) is defamatory, obscene, pornographic, vulgar or offensive; or (vii) otherwise violates these Terms; or (viii) solicits our Interpreters

You also agree not to do any of the following while accessing or using the Service: (i) attempt to access, tamper with, or use non-public areas of the Service, our computer systems, or the technical delivery systems of our providers; (ii) gather and use information, such as other users' names, real names, or email addresses available through the Service to transmit any unsolicited advertising, junk mail, spam or other form of solicitation; (iii) violate any applicable law or regulation; or (iv) use our APIs without our permission or in any way that violates the terms of any agreement between you and us regarding the use of our APIs, including any actual or attempted circumvention the limitations we set on the use of our APIs (e.g., limiting the number of API requests that can be made from a single Account within a given time period).

In addition to the prohibitions above, you may not publish, distribute, or make publicly available any recordings of your Interactions with the Service without obtaining explicit consent of Aira Tech, which can be granted or denied at Aira Tech's sole discretion. To request consent, please contact support@aira.io. For the avoidance of doubt, Aira Tech's failure to respond to such request in no way indicates Aira Tech's consent. If you make a recording of an Interaction publicly available, you must ensure that this does not violate any privacy rights, proprietary rights, or applicable laws.

You may not encourage or enable any other individual to do any of the prohibited activities described above. We reserve the right to terminate your access to the Service if you engage in any of these prohibited activities. Additionally, we reserve the right to investigate

and prosecute violations of any of the above and/or involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that we have no obligation to monitor your access to or use of the Service but have the right to do so for the purpose of operating the Service to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court or other governmental authority.

Account Registration

In order to access, use or receive certain parts of the Service, you may need to register and create an account (Account) and become a registered user. You can become a registered user by registering through our website, our Apps, via telephone, or by other means we may make available from time to time (such as through social sign-in, or through an app store account). In creating an Account, you represent that you have sufficient legal capacity to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdictions. If you create an account on behalf of an individual who does not have such legal capacity (e.g., a minor), you represent and warrant that you have the legal right and authority to do so. Generally, no individual may have more than one Account. We may grant limited exceptions to this rule in our sole discretion. To request an exception, email support@aira.io. For the avoidance of doubt, a lack of response in no way indicates our consent to grant an exception.

When creating an Account, you will be required to provide certain personal information about yourself and establish your identity. You represent that you have the right to provide us with any information that you share about others. We reserve the right to suspend or terminate your Account and your access to the Service if any information provided during the registration process or your use of the Service proves to be inaccurate, false or misleading, or if you create

multiple Accounts for yourself or another individual without our consent.

Account Activity

You are responsible for any activities or actions under your Account, whether or not you have authorized such activities or actions. You are also responsible for safeguarding your password that you use for your Account. Aira Tech is not liable for any loss or damage arising from the use of your Account by others or for your failure to comply with the above requirements.

Using Our Apps

When you download one of our Apps through the Apple App Store, Google Play or other app store or distribution platform (from an App Provider), you acknowledge and agree that: (i) these Terms are concluded between you and us, and not with the App Provider, and that we (not the App Provider), are responsible for our software; (ii) the App Provider has no obligation to furnish any maintenance and support services with respect to our App or handle any warranty claims; (iii) the App Provider is not responsible for addressing any claims you have or any claims of any third party relating to your use of our App, such as product liability claims, consumer protection claims, intellectual property infringement claims, or any claim that our App fails to conform to any applicable legal or regulatory requirement; (iv) the App Provider is a third party beneficiary of these Terms as related to your license of our App, and the App Provider will have the right to enforce these Terms as related to your license of our App against you; and (v) you must also comply with all applicable third party terms of service when using our App.

Aira Access Partners

Aira Tech may have business relationships with other companies (each, an “Access Partner”) to provide access to the Service. An Access Partner may offer the Service at its physical location(s), virtual location(s) (e.g. websites) or as a part of its business practices. By using the Service, you acknowledge and agree that: (i) these Terms are concluded between you and Aira Tech, and not with an Access Partner, and that Aira Tech (not the Access Partner), is responsible for our software; (ii) an Access Partner has no obligation to furnish any maintenance and support services with respect to our App or handle any warranty claims; (iii) an Access Partner is not responsible for addressing any claims you have or any claims of any third party related to your use of the Service, such as product liability claims, consumer protection claims, intellectual property infringement claims, or any claim that the Service fails to conform to any applicable legal or regulatory requirement; (iv) an Access Partner is a third party beneficiary of these Terms as related to your license of the Service, and an Access Partner will have the right to enforce these Terms as related to your license of the Service against you; and (v) you must also comply with all applicable third party terms of service, including, but not limited to, the terms of service of an Access Partner, when using the Service.

User Content

During an Interaction, you may create or transmit audio, videos, or other materials. All submissions and materials you provide through the Service are considered “User Content.” User Content does not include audio, video, or other materials that we capture to perform the Service.

Aira Tech does not reserve any ownership rights in your User Content. You hereby grant to Aira Tech a non-exclusive, sub-licensable, worldwide, fully-paid, royalty-free license to use, modify, reproduce, and distribute your User Content in any and all media now known or

hereafter developed without the requirement to make payment to you or to any third party or the need to seek any third party permission, for the purpose of providing the Service and for our internal business and administrative purposes. This license includes the right to host, index, cache, distribute, and tag any User Content, edit and revise any User Content, as well as the right to sublicense User Content to third parties, for the purpose of providing the Service and for our internal business and administrative purposes. You continue to retain all ownership rights in your User Content, and you continue to have the right to use your User Content in any way you choose, subject to these Terms and the license described above. You represent and warrant that you own or otherwise have authority to grant the license described above in all of your User Content, and the use of your User Content as described above does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person or entity.

Without limiting the above, if you intentionally include in your User Content facial or other images (such as images of fingerprints or of hand or face geometry) that may be subject to specific consent requirements under applicable laws, including laws addressing biometric scanning and/or the use of AI tools, you represent and warrant to us that you have obtained all legally required consents from all persons who are the subjects of such images.

Note that our Privacy Policy contains information about how we use and share personal information contained in User Content, including limitations on how we share such information. This license does not give us permission to share or publish User Content in any way that would contravene our Privacy Policy.

Content Generated by Aira Tech

With certain exceptions, we record the data, audio, and video from most Interactions. We also capture and retain transcripts of chats. Except for User Content, all data, recordings, photos, and transcripts collected by Aira Tech through your use of the Service, including video and audio from live interactions involving our Interpreters for purposes of facilitating interpretation services (e.g., video recording of interactions with retail associates to place an order) will be solely and exclusively owned by Aira Tech, and you hereby assign to Aira Tech all right, title and interest in and to these materials. You understand that we will use the data, recordings, images, and transcripts for quality control and training purposes and to improve the Service. We generally do not share these materials with third parties unless required to do so by law. Read our Privacy Policy for more information.

Termination

You can terminate your Account at any time by deactivating your Account or by providing notice of termination to us. If you breach any of these Terms, Aira Tech will have the right to suspend, disable or terminate your access to or use of the Service, at its sole discretion and without prior notice to you. Aira Tech will not be liable to you or any third party for termination of your access or use of the Service. Any suspension or termination will not affect your obligations to Aira Tech under these Terms (including, without limitation, ownership, indemnification, limitation of liability and dispute resolution/arbitration), which by their sense and context are intended to survive such suspension or termination. Please contact us for more information at support@aira.io or 1-800-835-1934.

Links to Other Websites

We may provide links to sites maintained by third parties. These links are provided only as a convenience to you. Aira Tech has no control over, and is not responsible for any content, products or services offered by or found on third party sites, or their privacy policies. Links

to third party sites do not constitute an assumption of liability or sponsorship, endorsement or approval of these sites or the content contained in these sites.

Indemnification; Limitation of Liability

You agree to indemnify, hold harmless, and defend Aira Tech, and its affiliates and licensors, and each of their respective officers, directors, contractors, agents, employees, successors and assigns from and against any and all demands, claims, damages, liabilities, judgments, fines, interest, penalties, losses, costs, expenses and harms, including without limitation reasonable attorneys' fees and fees of other professional advisers, arising out of or in connection with (i) your use of the Service (including, without limitation, your use of any Aira Content), (ii) your online conduct and your conduct during Interactions, (iii) your violation or breach of these Terms, (iv) your failure to comply with any applicable laws or regulations, (v) your negligence, willful misconduct, or violations of the intellectual property or other rights of any person, or (vi) any of your dealings or transactions with other persons resulting from use of the Service. You shall not settle any such claim without the prior written consent of Aira Tech. These obligations will survive any termination of these Terms. You acknowledge and agree that your app store provider has no liability, responsibility or obligation to you, including with respect to the investigation, defense, settlement or discharge of a third party's intellectual property infringement claim.

To the fullest extent permitted by applicable law:

- We disclaim all warranties, express or implied, in connection with the Service and your use thereof, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.

- We, our partners and our and their agents assume no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the service, (iii) unauthorized access to or use of our secure servers and/or any and all personal information and/or other sensitive information stored therein, (iv) interruption or cessation of transmission to or from the service, (v) bugs, viruses, trojan horses, or the like which may be transmitted to or through the service by any third-party, and/or (vi) errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the service.
- We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third-party through the service or any hyperlinked website or app, or featured in any banner or other advertising, and we will not be a party to or in any way be responsible for any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate. Neither we, our partners or our and their agents are providing any legal, tax, medical, counseling, accounting, investment, financial or any other professional services or advice.

- In no event shall we, or our officers, directors, employees, affiliates, shareholders, representatives or agents (the “Aira parties”) be liable for any indirect, incidental, consequential, punitive, or any other damages of any kind, including but not limited to loss of income, profits, goodwill, data, or use of money, whether in tort (including without limitation negligence), contract or otherwise, arising out of or related to any access to, use of, or inability to access or use the service or any of its features, functionalities, capabilities or content, even if we have been advised of the possibility of such damages.
- This section does not affect, and is not intended to affect, any rights that a consumer has that are not able to be excluded under applicable consumer laws.

Dispute Resolution/ Arbitration

- You and we agree that any cause of action, legal claim, or dispute between you and us arising out of or related to these Terms or the Service (“claim(s)”) must be resolved

by arbitration on an individual basis. However, any cause of action, legal claim, or dispute a user living in the European Economic Area or the United Kingdom may have against us pertaining to the user's data protection rights or Aira Tech's Privacy Policy is not considered a "claim" and is not subject to this section.

Class actions and class arbitrations are not permitted; you and we may bring a claim only on your own behalf and cannot seek relief that would affect other users of the Service. If there is a final judicial determination that any particular claim (or a request for particular relief) cannot be arbitrated in accordance with this provision's limitations, then only that claim (or only that request for relief) may be brought in court. All other claims (or requests for relief) remain subject to this provision.

- Instead of using arbitration, you or we can bring claims in your local "small claims" court, if the rules of that court will allow it. If you don't bring your claims in small claims court (or if you or we appeal a small claims court judgment to a court of general jurisdiction), then the claims must be resolved by binding, individual arbitration. You and we expressly waive a trial by jury.

The following claims don't have to be arbitrated and may be brought in court: disputes related to intellectual property (like patents, copyrights and trademarks) or efforts to interfere with the apps or engage with the apps in unauthorized ways. In addition, issues relating to the scope and enforceability of the arbitration provision are for a court to decide.

Any arbitration will be conducted by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. Each party may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. In terms of damages that may be awarded to you, the arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim.

This arbitration provision is governed by the Federal Arbitration Act.

You can opt out of this arbitration agreement within thirty (30) days of the date that you agreed to these Terms. To opt out, you must send your name, residence address, username, email address or phone number you use for your account, and a clear statement that you want to opt out of this arbitration agreement, and you must send them to support@aira.io.

- Before you commence arbitration of a claim, you must provide us with a written Notice of Dispute that includes your name, residence address, username, email address or phone number you use for your account, a detailed description of the dispute, and the relief you seek. Any Notice of Dispute you send to us should be sent to support@aira.io. Before we commence arbitration, we will

send you a Notice of Dispute to the email address you use with your account, or other appropriate means. If we are unable to resolve a dispute within sixty (60) days after the Notice of Dispute is received, you or we may commence arbitration.

To the extent permitted by law, any claim or dispute under these Terms must be filed within one (1) year in small claims court, or in an arbitration proceeding. The one (1)-year period begins when the claim or Notice of Dispute first could be filed. If a claim or dispute isn't filed within one (1) year, it's permanently barred.

- We will pay all arbitration filing fees, administration and hearing costs, and arbitrator fees for any arbitration we bring. For all other claims, the costs and fees of arbitration shall be allocated in accordance with the arbitration provider's rules, including rules regarding frivolous or improper claims.
- For any claim that is not arbitrated or resolved in small claims court, you agree that it will be resolved exclusively in the U.S. District Court for the Southern District of California or a state court located in San Diego County, California. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.
- The laws of the State of California, to the extent not preempted by or inconsistent with federal law, will govern these Terms and any claim, without regard to conflict of law provisions.

Miscellaneous

1. These Terms, together with our Privacy Policy, and any additional terms that govern particular elements of the Service, constitute the entire agreement regarding the Service.
2. If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).
3. If it turns out that any part of these Terms is not enforceable, the rest of these Terms won't be affected.
4. You may not assign these Terms without the prior written consent of Aira Tech but we may assign these Terms without any notice to you.

Changes

We may update and post revisions to these Terms from time to time and will update the Effective Date when we do so. If we make any changes that may materially affect how we handle your personal information, we will not use your personal information in any way contrary to what you have agreed to without first providing you notice of the changes and obtaining your consent. We encourage you to review these Terms and our Privacy Policy for the latest information.

Download

You may download a PDF of our Terms of Service document here.

Contact Us

If you have any questions or concerns about these Terms, please contact us by email at: support@aira.io or 1-800-835-1934.