

Welcome to Aira. 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 our website, located at <https://aira.io> (the “Site”), the Aira mobile applications and other Aira software, including apps installed on third-party devices (the “Apps”), The Site and the Apps are referred to collectively as “Aira.” Please read the Terms carefully before using Aira. Using Aira 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 Aira if you do not accept the Terms.

IMPORTANT NOTICE

These Terms include critical safety information. Aira cannot replace any type of mobility aid or safety device. These terms also contain provisions that govern how disputes between you and Aira 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 Aira Is

Aira provides “visual interpreter” services, intended to provide users with information to help with daily activities and navigate new experiences. We do this by connecting you with a “Visual Interpreter,” which may be a human or an artificial intelligence (“AI” tool, so that the Visual Interpreter can relay visual information to you and help you perform tasks where vision is required or helpful.

Our human Visual Interpreters can perform tasks like describing photos or videos (including those created in real-time), reading or summarizing documents, or helping you access visual information provided by other sources (such as images of the layout of an airport). These are just a few examples of how Aira's Visual Interpreters can provide access to visual information.

Our Access AI feature uses generative AI to provide users with descriptions of images captured or uploaded by the user. These can then be checked for accuracy by a human Visual Interpreter. The Access AI feature may be expanded in the future or supplemented with additional tools to allow for descriptions of videos.

In these Terms, we use the term “Interaction” to refer to the different ways you might interact with Aira. Interactions include video and audio calls, text chats (with one of our human Visual Interpreters or through tools like the Access AI feature), emails including material for us to interpret (such as images or documents to be reviewed by a Visual Interpreter), and other interactions you take part in through Aira.

IMPORTANT: Aira Is Not a Safety Device and Cannot Replace Your Mobility Aid or Safety Device

If you generally use a mobility aid (e.g. white cane, guide dog, sighted guide or similar) or any type of safety device for pedestrian travel, our policy requires that you use such mobility aids and safety devices when traveling on foot while using Aira. Aira cannot take the place of your mobility aid or any type of safety device. This is because our technology, while powerful, is not yet refined enough to give you all the information you need to navigate safely. If you choose to travel without your mobility aid or safety device, the Visual Interpreter is not required to remind you or inform you as your use of your mobility aid or safety device are your responsibility.

Users remain completely and entirely responsible and liable for their actions and safety while using Aira. Your use of Aira is at your own risk. We do not guarantee that your access to Aira 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 Visual Interpreters or otherwise through Aira is accurate.

A Visual Interpreter cannot and will not tell a user whether a situation is safe or unsafe. Visual Interpreters are not present with the user and, though they have access to powerful tools, their access to visual and audio information is limited. Visual Interpreters cannot ever determine the safety of a situation. You as the user will always remain the expert and the decision-maker.

Aira believes in the skills of the user as the first and most reliable means for securing one's safety. Based on this belief, Aira assumes that users will use information provided by Aira Visual Interpreters to complement these skills.

Your Visual Interpreter is prohibited from telling you whether or not it is safe to cross a street, but they can provide information if requested before and during the crossing.

Visual Interpreters will give limited communication in parking lots and street crossings. They will remain as quiet as possible and give descriptive information.

Privacy

Aira Tech takes your privacy and the security of your personal information very seriously. Any personal information that you provide through Aira is subject to our Privacy Policy <https://aira.io/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 Aira

Aira and any software, data, media, images, logos, music or other content made available through or in connection with Aira (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 Aira 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 Aira service.

You can use Aira at your workplace, but 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 Aira.

General Prohibitions

You agree that you will not use Aira 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 Visual Interpreters, Aira Staff and other Aira users; (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.

You also agree not to do any of the following while accessing or using Aira: (i) attempt to access, tamper with, or use non-public areas of Aira, 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 Aira 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 Aira without obtaining explicit consent from all individuals who appear in or are identifiable from the recording, including Visual Interpreters. 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 Aira 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 Aira but

have the right to do so for the purpose of operating Aira 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 services, 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 Site, or App, 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 jurisdiction. 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.

When creating an Account, you will be required to provide certain personal information about yourself and establish your identity. You may also have the option of providing certain personal information about other people in your household so that we may link to them to your Account, or so that we have any information about them (such as their photographs) that you want us to store in your profile. 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 if any information provided during the registration process or your use of Aira proves to be inaccurate, false or misleading.

Demos; Account Activity

We understand that users who have subscribed to our service or who have other types of paid Accounts (“Explorers”) may wish to allow friends and family to access their Accounts to experience Aira. 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. For the avoidance of doubt, short Interactions initiated by the Account holder for demonstration purposes are permissible; however, we reserve the right to terminate an Interaction or suspend or terminate your access to Aira if Interactions are not initiated by an Account holder, or if an individual other than an Account holder uses a disproportionate amount of the minutes on the 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.

Fees and Payment

We may charge fees for the use of certain portions or aspects of Aira, which will be described in the App, these Terms, or any other agreement between you and us. Unless any such other agreement provides otherwise, fees are subject to change at any time. You agree that we may charge fees to your credit card or other payment account for such service and that you will pay all applicable fees assessed to your Account. Our fees do not include charges and rates charged by your mobile carrier, including for data

and messaging plans that may be required to use the mobile features of Aira, changes in currency exchange rates if applicable, and you are responsible for the payment of those charges and rates.

Using Aira 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 may have business relationships with other companies (each, an “Access Partner”) to provide access to Aira. An Access Partner may offer Aira at its physical location(s), virtual location(s) (e.g. websites) or as a part of its business practices. By using Aira, you acknowledge and agree that: (i) these Terms are concluded between you and Aira, and not with an Access Partner, and that Aira (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 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) an Access Partner is a third party beneficiary of these Terms as related to your license of our App, and an Access Partner 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, including, but not limited to, the terms of service of an Access Partner, when using our App.

User Content

During an Interaction, you may create or transmit photographs, videos, or written materials. All submissions and materials you provide through Aira are considered “User Content.” Examples of “User Content” include photographic images captured at your express request (such as selfies, photo capture, and images captured or uploaded

during an access AI Interaction), and documents that you transmit to Aira (such as a document that you would like a Visual Interpreter to proofread or summarize).

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 Aira 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 Aira 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

With certain exceptions, we record the data, audio, and video from most Interactions. We also capture and retain transcripts of chats, such as your Interactions with our Access AI feature and similar tools. Except for User Content, all data, recordings, photos, and transcripts collected by Aira Tech through your use of Aira, including photographic images captured by Visual Interpreters for purposes of facilitating visual interpretation services (e.g., photographs of restaurant menus captured by the Visual Interpreter to allow them to provide you with information about the menu) 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 Aira. We generally do not share these materials with users or other 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 Aira, 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 Aira. 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. If we or you terminate your service, you may not receive a refund in all instances. Please contact us for more information at support@aira.io or 1-800-835-1934.

Links to Other Websites

We may link our Site to other sites maintained by third parties. These links are provided only as a convenience to you. Aira 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 Aira (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 Aira. 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 Aira 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 Aira, (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 Aira, (v) bugs, viruses, trojan horses, or the like which may be transmitted to or through Aira 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 Aira.

- We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third-party through Aira 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 Aira or any of its features, functionalities, capabilities or content, even if we have been advised of the possibility of such damages.
- The total liability of the Aira parties for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use Aira during the twelve months preceding your claim. In all cases, the Aira parties will not be liable for any loss or damage that is not reasonably foreseeable.
- 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 Aira ("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'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 Aira users. 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 Aira 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 Aira 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 Aira 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 Aira, constitute the entire agreement regarding Aira.
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 this Terms page and our Privacy Policy for the latest information.

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.