

# Aira Terms of Service

Welcome to Aira. These Terms of Service (“Terms”), along with our Privacy Policy <https://aira.io/privacy-policy>, 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 (the “Apps”), and the devices we provide to you (directly or through a third party), which may include “smart” glasses, wi-fi devices, and any associated software, peripherals, services and materials (collectively, the “Aira Hardware”). The Site, the App and the Aira Hardware 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. Do not use Aira if you do not accept the Terms.

## IMPORTANT NOTICE

These Terms include critical safety information. Aira cannot replace a mobility aid such as a cane or guide dog. 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.

## Highlights

- Aira is a visual interpreter and information access service for people who are blind or who have low vision.
- Aira is not a safety device and cannot replace your mobility aid.
  - If you generally use a Mobility Aid (white cane, guide dog or sighted guide), you must use a mobility aid when traveling with Aira.
  - If you choose to travel without your Mobility Aid, the Agent will remind you of this policy and discontinue the Session.
  - Agents cannot tell you when it's safe to cross a street, but they can tell you the color of the light, give you a description of the layout and give you available pedestrian signal information.
  - Once you enter the intersection, your agent will remain quiet until you have crossed
  - Agents will remain as quiet as possible in parking lots and give short instructions to minimize interference with your hearing.



- Our Privacy Policy explains how we collect and use your personal information.
- You can use Aira at work, so long as you comply with your employer’s policies related to your use of Aira.
- With certain exceptions and within limits of technology, we record the audio and video from each Session for training and quality purposes only. We generally do not release these recordings or any portions of them to you or to third parties, unless we are required to do so by law. We own recordings but we don’t own photos taken through Aira.
- We expect our users to act with respect, and we can cancel your subscription or terminate your access to Aira if you act inappropriately.
- Some Aira services require registration.
- You may allow other individuals to try or demo Aira using your equipment and service, but as the account holder, you need to initiate the call.
- We charge fees for some Aira services, described in our Terms of Sale or in other agreements we have with you.
- These Terms are between you and us, not your app store provider.
- If you have a subscription, you can terminate it at any time. We can terminate your access to Aira if you violate these Terms. Consult our Terms of Sale for our refund policy.
- Links to other sites do not constitute endorsement, and we are not responsible for the privacy practices of third parties.
- Aira Tech is not liable for your activities and no warranties are made by Aira Tech.
- You agree to arbitrate if there is a dispute between us (exceptions apply).
- There are easy ways to reach us if you have questions or need help.

## What Aira Is

Aira is a "visual interpreter," intended to provide users with information to help with daily activities and navigate new experiences. When you initiate a call or other communication through Aira (a “Session,”), Aira connects you with a individual or an autonomous bot (an “Agent”) who can describe aspects of the environment to you and help you perform tasks where vision is required or helpful.

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

If you generally use a Mobility Aid (white cane, guide dog or sighted guide) for pedestrian travel, our policy requires that you use a mobility aid when traveling on foot while using Aira. Aira cannot take the place of your mobility aid. 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, the Agent will remind you of this policy and discontinue the Session.

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. Aira is not a safety device and should not be used as such. 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 Agents or otherwise through Aira is accurate.

An Agent cannot and will not tell a user whether a situation is safe or unsafe. Agents are not present with the user and 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 blindness 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 Agents to complement these skills.

Your Agent is prohibited from telling you whether or not it is safe to cross a street, but they can tell you the color of the light, describe the layout and give you pedestrian signal information if they can clearly read it. Once you enter the intersection, your agent will remain quiet until you have crossed so as not to interfere with your perception of your surroundings. When possible, the Agent will remind you of this before you enter an intersection.

Agents will give limited communication in parking lots. They will remain as quiet as possible and give short instructions to minimize interference with your hearing.

## 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.

## Recordings and Photos

With certain exceptions, we record the data, audio and video from most Sessions. All recordings of data, audio, or video ("**Recordings**") made by Aira Tech through your use of Aira 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 Recordings. You understand that we will use the Recordings for quality control and training purposes and to improve Aira. We generally do not share Recordings with users or other parties unless required to do so by law. Read our Privacy Policy for more information.

Aira Tech does not reserve any ownership in any photographic images captured through 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 Agents 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) 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 by either registering through our Site or App or via telephone. In creating an Account, you represent that you are of legal age 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. When creating an Account, you will be required to provide certain personal information about yourself and establish a username and a password. 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 Sessions initiated by the Account holder for demonstration purposes are permissible; however, we reserve the right to terminate a Session or suspend or terminate your access to Aira if Sessions 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, our Terms of Sale, or any other agreement between you and us. 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, and you are responsible for the payment of those charges and rates.

## Using Mobile Apps

When you download one of our mobile 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 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.

## 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 and limitation of liability), 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 consult our Terms of Sale for more information.



## Links to Other Websites

We may link 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 Sessions, (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 INFORMATION PROVIDERS 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 FINANCIAL 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 INFORMATION PROVIDERS OR 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

This section applies to any dispute you have with Aira Tech, unless the dispute involves rights to your, Aira Tech's, or our licensors' intellectual property. This section does not apply to users who live in the European Union.

**Location and Governing Law.** These Terms are governed by, and must be construed in accordance with, the laws of the United States and the State of California, as applicable, without



giving effect to their principles of conflicts of law. By using Aira, you waive any claims that may arise under the laws of other states, countries, territories or jurisdictions.

**Notice of Dispute.** For any problem or dispute that you may have with Aira Tech, you acknowledge and agree that you will first give Aira Tech an opportunity to resolve your problem or dispute. This includes you first sending a Notice of Dispute, which is a written statement that sets forth your name, address, and contact information, the facts giving rise to the dispute, and a proposed solution. You must send any Notice of Dispute by U.S. Mail to Aira Tech at COO, Aira Tech Corp, 4225 Executive Square, #400, La Jolla, CA 92037. You then agree to negotiate with Aira Tech in good faith about your problem or dispute. This should lead to resolution, but if for some reason your problem or dispute is not resolved satisfactorily within sixty (60) days after Aira Tech's receipt of your written description of it, you agree to the further dispute resolution provisions below.

**Small Claims Court.** You may litigate any dispute in small claims court in the State of California or in your own county of residence, if the dispute meets all the requirements to be heard in small claims court. You may litigate in small claims court whether or not you negotiated informally first.

**Binding Arbitration.** If you and Aira Tech do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

**Class Action Waiver.** Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Aira Tech will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

**Arbitration Procedures.** 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. You 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. 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.



**Claims Or Disputes Must Be Filed Within One Year.** To the extent permitted by law, any claim or dispute under these Terms must be filed within one year in small claims court, or in an arbitration proceeding. The one-year period begins when the claim or Notice of Dispute first could be filed. If a claim or dispute isn't filed within one year, it's permanently barred.

**Opt-Out.** If you do not want to be bound by this arbitration provision, you may opt out. In order to opt out of this arbitration provision, you must notify Aira Tech in writing that you do not want to resolve disputes with us by arbitration, and such notice should be delivered by mail to COO, Aira Tech Corp, 4225 Executive Square, #400, La Jolla, CA 92037, within 30 days of the earlier of (a) the date you first use the Aira service; and (b) the date that you verbally or otherwise agree to be bound by these Terms. If you opt out of these arbitration provisions, Aira Tech also will not be bound by them.

## Miscellaneous

- a) These Terms, together with our Privacy Policy, our Terms of Sale (if applicable) and any additional terms that govern particular elements of Aira, constitute the entire agreement regarding Aira.
- b) 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).
- c) If it turns out that any part of these Terms is not enforceable, the rest of these Terms won't be affected.
- d) 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 our Terms change in a way that significantly affects how we handle your personal information, we will not use the personal information we currently maintain without providing you notice or obtaining your consent, where appropriate. We encourage you to review this page and our Privacy Policy for the latest information about our privacy practices.



## Contact Us

If you have any questions or concerns about these Terms, please contact us by email at , or write us at:

Aira Tech Corp

4225 Executive Square, #400

La Jolla, CA 92037

support@aira.io

