

## TERMS OF SERVICE

Please read these Terms of Service (the “Agreement”) carefully. Your use of the Aira Services (as defined below) constitutes your consent to this Agreement.

This Agreement is between you and Aira Tech Corp (“Aira” or “we” or “us”) concerning your use of the Aira website at <https://aira.io> (the “Site”), the mobile application (the “Application”) and service accessed through the Site and the Application (the “Service”) (collectively, “Aira Services”), all of which are operated by Aira. This Agreement also concerns your use of Services on or through the smartglass technology device (the “Device”) provided to you by Aira.

The Aira Services are intended to provide users with information to enable users to perform daily activities and navigate new experiences; provided, however, users remain completely and entirely responsible and liable for their actions and safety while using the Aira Services.

This Agreement incorporates by this reference any additional disclaimers, limitations of liability, terms of use or service and conditions to use or service regarding the Aira Services that are posted by Aira through the Site, or otherwise made available to you by Aira.

BY USING THE AIRA SERVICES, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT. IF YOU ARE AN INDIVIDUAL ACCESSING OR USING THE AIRA SERVICES ON BEHALF OF, OR FOR THE BENEFIT OF, A PERSON WHO IS NOT OF LEGAL AGE, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH PERSON. IF YOU DO NOT HAVE SUCH LEGAL AUTHORITY, SUCH PERSON SHALL NOT ACCESS, USE OR OTHERWISE BENEFIT FROM THE AIRA SERVICES UNTIL AND UNLESS AN INDIVIDUAL WITH SUCH LEGAL AUTHORITY SO ENTERS INTO THIS AGREEMENT ON BEHALF OF SUCH PERSON. References to “you” and “your” in this Agreement will refer to both the individual using the Aira Services and any such person entering into this Agreement on behalf of any such other person who is not of legal age.

IF YOU ARE AN INDIVIDUAL ACCESSING OR USING THE AIRA SERVICES ON BEHALF OF, OR FOR THE BENEFIT OF, ANY CORPORATION, PARTNERSHIP, ORGANIZATION, AGENCY OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED (AN “ORGANIZATION”), YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THIS AGREEMENT; IF YOU DO NOT HAVE SUCH LEGAL AUTHORITY, SUCH ORGANIZATION WILL NOT ACCESS, USE OR OTHERWISE BENEFIT FROM THE AIRA SERVICES. References to “you” and “your” in this Agreement will refer to both the individual using the Aira Services and any such Organization.

**1. Changes.** We may change this Agreement from time to time by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Site. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes.

Your use of the Aira Services following any changes to this Agreement means you accept such changes.

The “*Last Updated*” legend above indicates when this Agreement was last changed. We may, at any time and without liability, modify or discontinue all or part of the Aira Services (including access to the Site via any third-party links); charge, modify or waive any fees required to use the Aira Services; or offer opportunities to some or all users of the Site.

**2. Privacy Policy.** The information you submit through the Aira Services is governed by Aira’s Privacy Policy, located at the Site (the “Privacy Policy”). You agree that any information you provide in connection with the Aira Services is and will remain accurate and complete, and that you will maintain and update such information as needed.

### **3. Use of Site and Services.**

- a) **Account Registration and Use License.** In order to access and use all of the features of the Service, you are required to open an account (“User Account”) by downloading the Application on your smartphone and registering with Aira. When you register for your User Account you must provide true, accurate, current and complete information (“Account Information”), and you agree to update the Account Information in order to ensure that it is current. Upon proper registration and use of a User Account, and subject to all of the terms and conditions of this Agreement, Aira hereby grants to you the personal, non-transferable right and license to use the Aira Services, solely for your own internal business purposes, until such time as either you or Aira elect to terminate such right in accordance with this Agreement.
- b) **Account and Use of Services.** You may use your User Account for the Service only in accordance with this Agreement and only for lawful purposes. In connection with using the Service, Aira will provide you with a Device that is the property of Aira and may be used only by you during the term of this Agreement. You are responsible for maintaining the Device subject to normal wear and tear. Upon termination of this Agreement, you are responsible for returning the Device to Aira. If the Device not returned in working condition or is otherwise faulty or damaged, you will be charged the full cost of a replacement Device (or a lesser amount as Aira may determine in its sole and absolute discretion).
- c) **Fees.** Some features of the Aira Services may only be accessed and used upon the payment of applicable fees (“Fees”). Fees may vary depending on usage in accordance with our current pricing policy. If you do not initially register for a version of the Service that requires the payment of a Fee, you will nonetheless be permitted to use all of the features of the Service for a period of thirty (30) minutes (“Free Trial Period”). Upon the expiration of the Free Trial Period, you will only be able to access and use those features of the Service made available that do not require the payment of a Fee, unless you subsequently upgrade to a paid version of the Service. The Fees do not include taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, except certain federal United States or state sales taxes.
- d) **Refunds, Upgrading and Downgrading.** Refunds are processed according to our refund policy. Any upgrade or downgrade in your Service use will result in the new Fees being charged at the next billing cycle. There will be no prorating for downgrades in between billing cycles.

Downgrading your Service may cause the loss of features or capacity of your User Account. Aira does not accept any liability for such loss.

- e) **Cancellation and Termination.** You are solely responsible for properly canceling your User Account through the Aira Site. You can cancel your User Account at any time by calling [858-876-2472](tel:858-876-2472) or clicking on the settings link in the global navigation bar at the top of the Site's homepage. The settings screen provides a simple no-questions-asked cancellation link. If you cancel your User Account before the end of your current pre-paid month, your cancellation will take effect immediately, and you will not be charged again; however, Aira will not prorate any portion of unused time in the last billing cycle. Upon canceling your account, you are responsible for returning to Aira the Device provided to you using the return instructions published on the Site. If a Device is not returned within 30 days from the termination, the applicable User Account will be charged the full retail value for a new Device.

**4. Rules of Conduct.** In connection with the Aira Services, you must not:

- Post, transmit or otherwise make available through or in connection with the Site any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- Post, transmit or otherwise make available through or in connection with the Site any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a "Virus").
- Use the Aira Services for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of the Aira Services.
- Interfere with or disrupt the operation of the Aira Services or the servers or networks used to make the Site available, including by hacking or defacing any portion of the Site; or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the Aira Services.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Aira Services except as expressly authorized herein, without Aira's express prior written consent.
- Reverse engineer, decompile or disassemble any portion of the Aira Services, except where such restriction is expressly prohibited by applicable law.

- Remove any copyright, trademark or other proprietary rights notice from the Aira Services.
- Frame or mirror any portion of the Aira Services, or otherwise incorporate any portion of the Site into any product or service, without Aira’s express prior written consent.
- Systematically download and store Site content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather Site content, or reproduce or circumvent the navigational structure or presentation of the Site, without Aira’s prior express written consent. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the Site’s root directory, Aira grants to the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. Aira reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.

You are responsible for obtaining, maintaining and paying for all hardware (excluding the Device) and all telecommunications and other services needed for you to use the Site. Aira does not guarantee the availability of Aira Services in any particular locations.

**5. Resources.** The Aira Services may make available information, data, materials, services, products, merchandise, functionality or other resources (collectively, “Resources”), as well as references and links to such Resources. Resources may be made available by Aira or by third parties, and may be made available for any purpose, including for general information purposes. We make no representations as to the availability, accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, safety or usefulness of any or all of the Resources and the Aira Services, or any intellectual property rights therein. Resources, and the availability of Resources, are subject to change at any time without notice. We disclaim all liability and responsibility arising from any reliance placed on any Resources for safety or any other reasons by you or any other user of the Aira Services, or by anyone who may be informed of the content of any Resources. It is your responsibility to ascertain your own safe conduct and obey all applicable local, state, federal and foreign laws regarding the use, possession or purchase of any Resources.

**6. Licenses Granted to Us.** Certain Site functionality may provide users with the ability to make available certain Resources (each, a “Submission”) through or in connection with the Site. For purposes of clarity, you retain ownership of each Submission that you make available through or in connection with the Aira Services (each, “Your Submission”). You hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit Your Submissions, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials).

In addition, if you provide to us any ideas, proposals, suggestions or other materials (“Feedback”), whether related to the Aira Services or otherwise, such Feedback will be deemed Your Submission, and

you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Aira under any fiduciary or other obligation.

You represent and warrant that (a) you have all rights necessary to grant the licenses granted in this section; (b) Your Submissions are complete and accurate; and (c) Your Submissions and your provision thereof to us (whether through and in connection with the Aira Services or otherwise) are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory.

**7. Monitoring.** We may (but have no obligation to) monitor, record and/or analyze Your Submissions or your access to or use of the Aira Services. We may disclose information regarding your access to and use of the Aira Services, and the circumstances surrounding such access and use, to anyone for any reason or purpose.

**8. Your Limited Rights.** Subject to your compliance with this Agreement, and solely for so long as you are permitted by Aira to use the Aira Services, you may view and use any portion of the Aira Services to which we provide you access under this Agreement, solely in accordance with the functionality that we make available to you and solely for your personal, non-commercial use, or, if you are an Organization, solely for your internal business use.

**9. Aira’s Proprietary Rights.** We and our suppliers own the Aira Services, which is protected by proprietary rights and laws. All trade names, trademarks, service marks and logos on the Aira Services are the property of Aira or of third parties and you may not use the trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting any right to use any trade names, trademarks, service marks or logos without the prior express written consent of the owner.

**10. Third Party Resources; Links.** Certain Site functionality may make available access to Resources made available by third parties, including Submissions (“Third Party Resources”), or allow for the routing or transmission of such Third Party Resources, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Resources.

We neither control nor endorse, nor are we responsible for, any Third Party Resources, including the availability, accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Resources, or any intellectual property rights therein. Certain Third Party Resources may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by Aira with respect to any Third Party Resources. We have no obligation to monitor Third Party Resources, and we may block or disable access to any Third Party Resources (in whole or part) through the Aira Services at any time. In addition, the availability of any Third Party Resources through the Aira Services does not imply our endorsement of, or our affiliation with, any provider of such Third Party Resources (provided that we may provide advisory services to such provider and we may receive compensation in connection with such services), nor does such availability create any legal relationship between you and any such provider.

YOUR USE OF THIRD PARTY RESOURCES IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY RESOURCES (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY RESOURCES).

**11. DISCLAIMER OF WARRANTIES.** THE AIRA SERVICES, THE DEVICE AND ANY RESOURCES AND THIRD PARTY RESOURCES ARE MADE AVAILABLE TO YOU ON AN “AS IS,” “WHERE IS” AND “WHERE AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. AIRA DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE AIRA SERVICES, THE DEVICE AND ANY RESOURCES AND THIRD PARTY RESOURCES TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF BOTH AIRA AND ITS AFFILIATES AND THEIR RESPECTIVE EQUITY HOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS, ADVISORS AND SERVICE PROVIDERS (COLLECTIVELY, THE “AIRA PARTIES”), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

Aira Services are not intended to, and should not, be used as a safety device. While we seek to maintain the timeliness, integrity and security of the Aira Services, we do not guarantee that the Aira Services is or will remain updated, complete, correct or secure, or that access to the Aira Services will be uninterrupted or available in all locations. The Aira Services may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Site. If you become aware of any such alteration or conflict, contact us at the Site with a description of such alteration or conflict and its location on the Site or elsewhere, as applicable. To maintain optimal or satisfactory use of Aira Services, users are required to maintain the most current Application and operating system on their Device. Failure to update the Application or the operative system of your Device when a new version, subversion or other update is available may increase the chance of inaccuracies, errors or materials that violate or conflict with this Agreement. You agree to promptly upgrade or download the most current operating system and other software for (i) the Device provided to you and (ii) the Application.

**12. LIMITATION OF LIABILITY.** AIRA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE AIRA SERVICES, THE DEVICE OR THIS AGREEMENT, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, AIRA WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE AIRA SERVICES, THE DEVICE OR FROM ANY RESOURCES OR THIRD PARTY RESOURCES, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE AIRA SERVICES, THE DEVICE OR ANY RESOURCES OR THIRD PARTY RESOURCES IS TO STOP USING THE AIRA SERVICES. THE MAXIMUM AGGREGATE LIABILITY OF ALL AIRA PARTIES, COLLECTIVELY, FOR ALL DAMAGES, LOSSES AND CAUSES OF

ACTION ARISING OUT OF OR IN CONNECTION WITH THE AIRA SERVICES OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF (A) THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO AIRA TO USE THE AIRA SERVICES WHICH IS NOT YET EARNED; AND (B) \$10.00. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF ALL OF AIRA AND THE OTHER AIRA PARTIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

Applicable law may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have certain additional rights.

**13. Indemnity.** Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold harmless Aira and the Aira Parties, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of, or activities in connection with, the Aira Services (including Your Submissions); and (b) any violation or alleged violation of this Agreement by you.

**14. Termination.** This Agreement is effective until terminated in accordance with the terms hereof. Aira may terminate or suspend your use of the Aira Services at any time and without prior notice, for any or no reason, including if Aira believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension, your right to use the Aira Services will immediately cease, and Aira may, without liability to you or any third party, immediately delete Your Submissions, without any obligation to provide any further access to Your Submissions. The preamble and Sections 2–8 and 10–18 shall survive any termination of this Agreement.

**15. Governing Law; Jurisdiction.** This Agreement is governed by and shall be construed in accordance with the laws of the State of California, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. With respect to any dispute arising out of or in connection with the Aira Services or this Agreement (each, a “Dispute”), you agree to exclusive jurisdiction of the federal and state courts located in San Diego, California, U.S.A., and waive any jurisdictional, venue or inconvenient forum objections to such courts. YOU AGREE THAT, WITH RESPECT TO ANY DISPUTE, (A) AIRA AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY, (B) CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND (C) YOU ARE GIVING UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

Aira Services are controlled or operated (or both) from within the United States, and Aira shall not be subject to any non-U.S. jurisdiction or law. The Site may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Aira Services is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Site's availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

**16. Information or Complaints.** If you have a question or complaint regarding the Aira Services, please send an e-mail to [support@aira.io](mailto:support@aira.io) or call [858-876-2472](tel:858-876-2472). You may also contact us through the Site. Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us.

California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

**17. Miscellaneous.** This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Aira. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our prior express written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement shall be construed as if followed by the phrase “without limitation.” This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and Aira relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Aira relating to such subject matter. For clarity, nothing in this Agreement amends or modifies, or has any effect upon, the terms and conditions of any separate agreement that you may have entered into (a) with Aira that does not relate to the subject matter of this Agreement or (b) with any third party (including any nonprofit organization, donor, investor or other entity or individual). Notices to you (including notices of changes to this Agreement) may be made via posting to the Site or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Aira will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

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