

Airia Community Terms of Use

Last Updated: August 29, 2025

1. Overview.

1.1. Acceptance of Terms.

By accessing the Airia Community, including all related websites, sub-domains, and other materials and content (collectively, the "Airia Community") made available by Airia LLC ("Airia", "we", or "our"), you agree to be bound by these Terms of Use ("Terms"). If you do not agree to these Terms, you cannot use the Airia Community.

1.2. Right to Access.

You represent that you are at least 13 years of age and legally capable of entering into these Terms.

1.3. Individual vs. Entity Use.

If you use the Airia Community on behalf of a company or organization ("Company"):

- You warrant you have authority to bind the Company to these Terms;
- References to "you" include both you individually and the Company; and
- You agree the Company accepts responsibility for your actions relating to the Airia Community.

1.4. Existing Airia Platform Customers.

If you are a current customer of the Airia platform, the applicable Airia Terms and Conditions or other agreement entered into ("Platform Terms") govern your use of the Airia platform. Subject to Section 10, these Terms apply solely to your use of the Airia Community.

2. Intellectual Property Rights & Content Submission.

2.1. Your Content Rights.

When you submit any content to the Airia Community, including Al agents, models, prompts, workflows, information, or other materials ("Submission(s)"), you represent and warrant that:

- You own all rights or have the necessary licenses to the Submission;
- You have the right to grant the licenses described in these Terms relating to your Submission; and
- Your Submission does not violate any third-party rights or applicable laws.

2.2. License Grant to Airia.

By making a Submission, you grant Airia a perpetual, irrevocable, worldwide, royalty-free, fully paid, sublicensable, and transferable license to:

- Use, reproduce, modify, adapt, publish, and distribute your Submission;
- Create derivative works of your Submission;
- Use your Submission for any commercial or non-commercial purpose; and
- Incorporate your Submission into other Airia or Airia affiliates products or services.

2.3. License to Other Users.

You also grant Airia Community users the right to:

- Access and use your Submissions through the Airia Community, platform, or as otherwise able;
- Export Submissions as JSON files;
- Modify and create derivative works for their own use; and

Use Submissions commercially unless otherwise specified.

2.4. No Compensation.

You acknowledge that:

- No compensation is owed to you or any other third party for any Submissions;
- We have no obligation to use or credit your Submissions; and
- You retain any applicable and existing ownership rights you may have of your original intellectual property.

2.5. Community Guidelines.

By accessing the Airia Community, you agree to our Community Guidelines.

3. Third-Party IP & Non-Infringement Warranties and Obligations.

3.1. Non-Infringement of IP and Other Rights.

You warrant that your Submissions:

- Do not infringe any intellectual property rights of ours or any third party, including patents, copyrights, trademarks, or trade secrets;
- Do not violate any third-party rights of privacy or publicity; and
- Do not contain any unlicensed or otherwise unauthorized third-party content.

3.2. Third-Party Intellectual Property and Components.

If your Submission includes third-party intellectual property, components, or technology, you must:

- Secure all necessary permissions and licenses before making a Submission;
- Comply with all applicable third party licenses and requirements;
- Clearly provide appropriate attribution (i.e., copyright notices and applicable licenses) for authors or creators of original works, adapted, copied or derivative works, third-party libraries or tools, data sources and datasets, and any collaborative contributors; and
- Ensure compatibility with the licenses granted in Section 2.

4. Content Moderation & Removal Rights.

4.1. Our Absolute Discretion.

We reserve the right, in our sole discretion, to:

- Accept or reject any Submission;
- · Remove or disable access to any Submission;
- Modify Submission metadata or categorization; and
- Suspend or terminate access for any user to the Airia Community.

4.2. No Obligation to Review.

We have no obligation to:

- Review Submissions before publication;
- Provide reasons for Submission decisions; and
- Maintain or restore removed content.

4.3. No Liability for Submission Decisions.

You acknowledge that we have no liability for any Submission moderation decisions, including removal of your Submissions or allowing others' content to remain.

5. DMCA Compliance

If you believe content infringes your copyright, send a DMCA notice to:

Airia Legal

Airia LLC PO Box 190778 Miami Beach, FL 33119 Email: support@airia.com

In your message to us, include:

- Identification of the copyrighted work;
- Identification of the infringing material;
- Your contact information;
- · Statement of good faith belief; and
- Your physical or electronic signature.

6. Prohibited Uses.

Your Submissions and use of the Airia Community must not:

- Violate any applicable laws or regulations, including data privacy and export laws;
- Submit malicious code, viruses, harmful content, or intentional vulnerabilities;
- Attempt to gain unauthorized access to or attempt to reverse engineer the Airia Community;
- Submit any personal information or data relating to children under the age of 13;
- Interfere with other users' access or enjoyment of the Airia Community;
- Submit false, misleading, or deceptive Submissions;
- · Engage in spam or unsolicited commercial activities;
- Include confidential, non-public, proprietary, trade secret, or other sensitive information;
- Use bots or otherwise harvest or collect user data or web scrape; or
- · Circumvent any content filtering or security measures.

7. Privacy and Analytics.

7.1. Privacy Policy & General Privacy.

Your use of the Airia Community is subject to our Privacy Policy.

7.2. Public Nature of Submissions.

You understand that:

- Submissions are publicly visible;
- Metadata about Submissions may be displayed; and
- Other users can download and use your Submissions, subject to these Terms.

7.3. Analytics.

We may collect and aggregate data and analytics relating to Submissions and how they are used. We own all data stemming from this collection.

8. Disclaimers & Limitations of Liability.

8.1. "As Is" Community.

The Airia Community is provided "AS IS" and "AS AVAILABLE" without warranties of any kind, either express or implied.

8.2. No Warranty on User Submissions.

We do not make any warranties, and expressly disclaim all warranties (including any implied) and liability, from Submissions. There is no guaranty that Submissions will:

- Be accurate, reliable, or error-free;
- Will meet your requirements;
- Be free from viruses or harmful components; or
- Not infringe third-party intellectual property rights.

8.3. LIMITATION OF LIABILITY.

To the maximum extent permitted by law:

- WE ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES;
- OUR TOTAL LIABILITY AS IT RELATES TO THE AIRIA COMMUNITY IS LIMITED TO \$100; AND
- THESE LIMITATIONS AND EXCLUSIONS OF LIABILITY APPLY REGARDLESS OF THE THEORY OF LIABILITY OR CAUSE OF ACTION BROUGHT.

9. Indemnification.

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD AIRIA HARMLESS, INCLUDING ITS AFFILIATES, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM:

- YOUR USE OF THE AIRIA COMMUNITY;
- YOUR SUBMISSIONS;
- YOUR VIOLATION OF THESE TERMS; AND
- YOUR VIOLATION OF ANY THIRD-PARTY RIGHTS.

10. Dispute Resolution.

If you are subject to the Platform Terms, this Section 10 does not apply. The applicable sections in the Platform Terms will apply.

10.1. Governing Law & Venue.

These Terms are governed by the laws of the **State of Georgia**, without regard to conflict of law principles. Any disputes must be resolved exclusively in the state or federal courts located in **Fulton County, Georgia**.

10.2. Waiver of Jury Trial.

BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT OF THESE TERMS.

10.3. Class Action Waiver.

YOU MAY ONLY RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS AND MAY NOT BRING A CLAIM AS A PLAINTIFF OR CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.

11. General Provisions.

These Terms constitute the entire agreement regarding the Airia Community, superseding any prior agreements. If any provision is found unenforceable, the remaining provisions will continue in full effect. Our failure to enforce any right or provision is not a waiver of that right or provision. We may assign these Terms at any time. You may not assign your rights without our written consent.

12. Updates to Terms.

We may update these Terms at any time by posting revised terms on the Airia Community. Your continued use of the Airia Community after changes constitutes acceptance of the updated Terms.

Contact Information: support@airia.com