

UPDATED TERMS OF SERVICE

We've recently updated our Terms of Service and Privacy Policy. If you signed up for an account prior to 25 May, 2018, we'll ask you to agree to the new Terms of Service and Privacy Policy when you use Air Translator on or after 25 May, 2018; our previous Terms of Service and Privacy Policy would continue to apply to you until 25 May, 2018. The updated Privacy Policy will automatically come into effect for all existing users on May 25, 2018. Your use or continued use of the Air Translator Platform from this date on will be subject to the new Privacy Policy. Please read these Terms carefully. If you signed up for an account on or after 25 May, 2018, the updated Terms apply to you.

TERMS OF SERVICE

Last Updated: 25 May, 2018

Thank you for using Air Translator!

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS. By accessing or using Air Translator, you agree to comply with and be bound by these Terms of Service. If you don't agree to these Terms, do not use Air Translator. If you are using Air Translator on behalf of an organisation or any other third-party personnel (such as your employer), you are agreeing to these Terms of Service for that organisation or third-party personnel, and are indicating that you have the authority to bind that organisation or third-party personnel to these Terms. In that case, "you" and "your" will refer to that organisation or or third-party personnel.

These Terms of Service ("**Terms**") constitute a legally binding agreement ("**Agreement**") between you and Air Translator governing your access to and use of the Air Translator website, including any subdomains thereof, and any other websites through which Air Translator makes its services available (collectively, "**Site**"), our mobile, tablet and other smart device applications, and application program interfaces (collectively, "**Application**") and all associated services (collectively, "**Air Translator Services**" or "**Services**"). The Site, Application and Air Translator Services together are hereinafter collectively referred to as the "**Air Translator Platform**" or "**Platform**". These Terms of Service and our Privacy Policy govern your use of all available Air Translator Services and the Platform, and mobile Application, so please read them carefully before using Air Translator.

When these Terms mention "**Air Translator**", "**we**," "**us**," or "**our**," it refers to the Air Translator Ltd. you are contracting with determined based on your "**Country of Residence**". You are contracting with Air Translator, Ltd. with respect to use of the Air Translator Platform and/or Services, and with respect to any payments or payouts from or to you conducted through the Platform. If you reside in P.R. China, you are contracting with Air Translator (Beijing) Technology Ltd. with respect to use of the Air Translator Platform and/or Services, and with respect to any payments or payouts from or to you conducted through the Application. If you initially reside in the P.R.China and contract with Air Translator (Beijing) Technology Ltd. but subsequently change your residence to the rest of the world, you will contract with Air Translator Ltd. from the date on which your place of residence changes, and vice versa.

Air Translator reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Air Translator Platform and update the "Last Updated" date at the top of these Terms. We will notify you of any material changes so that you have time to review the changes. If you do not cancel your Air Translator Account before the date the revised Terms become effective, your continued access to or use of the Air Translator Platform will be subject to the revised Terms of Service.

Air Translator Intellectual Property Rights

Air Translator and its licensors exclusively own Air Translator, including all associated intellectual property rights. You acknowledge that Air Translator is protected by copyright, trademark, and other laws of United Kingdom, the EEA, the United States, China, and other foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights or notices incorporated in or accompanying Air Translator. Air Translator grants you a limited, non-exclusive, non-transferable license to view, copy, and display Air Translator solely in connection with your permitted use of Air Translator.

1. SCOPE OF SERVICES

1.1 The Air Translator Platform is an online marketplace that connects the language needs of registered “**Users**” to language skills verified “**Linguists**” have to offer (users and linguists are known collectively as “**Members**”). Verified Linguists are able to publish their language skills on the Air Translator Platform (“**Language Listings**”) and to communicate and transact directly with Users that are seeking for online or on-site translation and/or interpretation help. Air Translator also provides recommendations of single or multi-day events organised by third-parties in various categories and locations (“**Events**”), and matches a verified Linguist for each Event booked by a User.

1.2 Events and Language Listing Information may be sourced from third parties by Air Translator/or you in compiling the Services. Where such third party information forms or may form part of the Services, we have relied on public information or the information provided to us by third parties. We do not guarantee the correctness or completeness of the information provided on the Platform.

1.3 As the provider of the Platform, Air Translator does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Language Listings, nor is Air Translator an organiser or retailer of travel packages under Directive (EU) 2015/2302. Linguists alone are responsible for their Language Listings and Linguist Services they provide at Events. When Members make or accept a booking, they are entering into a contract directly with each other. Air Translator is not and does not become a party to or other participant in any contractual relationship between Members, nor is Air Translator an insurer. Air Translator is not acting as an agent in any capacity for any Member,

1.4 While we may help facilitate the resolution of disputes, Air Translator has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings or Events, (ii) the truth or accuracy of any Language Listing descriptions, Ratings, Reviews, or other Member Content (as defined below), or (iii) the performance or conduct of any Member or third party. Air Translator does not endorse any Member, Language Listing or Events. Any references to a Linguist being “verified” (or similar language) only indicate that the Linguist has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by Air Translator about any Member, including of the Member's identity or background or whether the Member is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to book with a Linguist, participate in an Event, accept a booking request from a User, or communicate and interact with other Members, whether online or in person. Verified Images (as defined below) are intended only to indicate a photographic representation of an Event at the time the photograph was taken, and are therefore not an endorsement by Air Translator of any Event

1.5 If you choose to use the Air Translator Platform as a Linguist (as defined below), your relationship with Air Translator is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of Air Translator for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of Air Translator. Air Translator does not, and shall not be deemed to, direct or control you generally or in your performance under these Terms specifically, including in connection with your provision of translation or interpretation Services. You acknowledge and agree that you have complete discretion whether to list your Language Skills or otherwise engage in other business or employment activities.

1.6 To promote the Air Translator Platform Language Listings and other Member Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. To assist user experience, part of or the entire content of Language Listings and other Member Content may be translated into other

languages. Air Translator cannot guarantee the accuracy or quality of such translations and Members are responsible for reviewing and verifying the accuracy of such translations.

1.6 The Air Translator Platform may contain links to third-party websites or resources (“**Third-Party Services**”). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Air Translator is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Air Translator of such Third-Party Services.

1.7 Due to the nature of the Internet, Air Translator cannot guarantee the continuous and uninterrupted availability and accessibility of the Air Translator Platform. Air Translator may restrict the availability of the Air Translator Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Air Translator Platform. Air Translator may improve, enhance and modify the Air Translator Platform and introduce new Air Translator Services from time to time.

2. ELIGIBILITY, USING THE AIR TRANSLATOR PLATFORM, AND MEMBER VERIFICATION

2.1 You must be at least 18 years old and able to enter into legally binding contracts to access and use the Air Translator Platform or register an Air Translator Account. By accessing or using the Air Translator Platform you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into a contract.

2.2 Air Translator may make access to and use of the Air Translator Platform, or certain areas or features of the Air Translator Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting Ratings or Reviews thresholds, or a Member’s booking and cancellation history.

2.3 Although we’re not obligated to monitor access to or use of the Air Translator Platform or your content or to review or edit any of your content or the intellectual property of other Members, we have the right to do so for the purpose of operating Air Translator Platform, to ensure compliance with these Terms, or to comply with applicable law or other legal requirements. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members, (ii) screen Members against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Member, obtain reports from public records of criminal convictions or offender registrations or an equivalent version of background or registered offender checks in your local jurisdiction (if available).

2.4 The access to or use of certain areas and features of the Air Translator Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the Air Translator Platform, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise.

2.5 If you access or download the Application from the Apple App Store, you agree to [Apple’s Licensed Application End User License Agreement](#). Some areas of the Air Translator Platform use Google Maps services, including the Google Maps API(s), and AutoNavi if you use Air Translator Platform services in China. Use of Google Maps and AutoNavi are subject to their Additional Terms of Use and the Privacy Policy of both map service providers.

3. ACCOUNT REGISTRATION

3.1 You must register an account (“**Air Translator Account**” or “**Account**”) to access and use certain features of the Air Translator Platform, such as booking an Event or publishing a Language Listing. If you are registering an

Air Translator Account for a company or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

3.2 You can register an Air Translator Account using an email address and creating a password, or through your account with certain third-party social networking services, such as Facebook or WeChat ("**Social Media Account**"). You have the ability to disable the connection between your Air Translator Account and your Social Media Account at any time.

3.3 You must provide accurate, current, and complete information during the registration process and keep your Air Translator Account and public Air Translator Account profile page information up-to-date at all times.

3.4 You may not register more than one (1) Air Translator Account unless Air Translator authorises you to do so. You may not assign or otherwise transfer your Air Translator Account to another party.

3.5 You are responsible for maintaining the confidentiality and security of your Air Translator Account credentials you use to access your Air Translator Account and may not disclose your credentials to any third party. You must immediately notify Air Translator if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorised use of your Air Translator Account. You are liable for any and all activities conducted through your Air Translator Account, unless such activities are not authorised by you and you are not otherwise negligent (such as failing to report the unauthorised use or loss of your Account credentials).

3.6 Air Translator may enable features that allow you to authorise other Members or certain third-parties to take certain actions that affect your Air Translator Account. For example, we may allow eligible Members or certain third-parties to book Language Listings or Events on behalf of other Members. These features do not require that you share your credentials with any other person. No third-party is authorised by Air Translator to ask for your Account credentials, and nor should any Member request the credentials of another Member.

4. CONTENT

4.1 By using Air Translator, you provide us with text, graphics, images and other information ("**Content**"). You retain full ownership to your Content. Air Translator does not claim any ownership rights to your content. However, you are also solely responsible for your content. By creating, uploading, posting, sending, receiving, storing, or otherwise providing or making available any Content on or through the Air Translator Platform, you indicate and warrant that: (i) you are the sole and exclusive owner of all Content that you make available on or through the Air Translator Platform; (ii) your content does not infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation; and (iii) you grant to Air Translator a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Content to provide and/or promote the Air Translator Platform, in any media or platform. Unless you provide specific consent, Air Translator does not claim any ownership rights in any of your Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Member Content.

4.2 The Air Translator Platform, Air Translator Content, and Member Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the United Kingdom, China, and other countries. You acknowledge and agree that the Air Translator Platform and Air Translator Content, including all associated intellectual property rights, are the exclusive property of Air Translator and/or its licensors or authorising third-parties.

4.3 You will not post, upload, publish, submit or transmit any Member Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libellous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or

harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates any of Air Translator's Terms and Policies. Air Translator may, without prior notice, disable access to any Content that Air Translator finds to be in violation of our Terms, then or current, or otherwise may be harmful or objectionable to Air Translator, our Platform, Members, or third-parties. If you believe that any content on the Air Translator Platform infringes copyrights you own, please notify us by contacting customer service.

5. TERMS FOR LINGUISTS

5.1 We may charge fees to Linguists in consideration for the use of the Air Translator Platform after Linguists complete a translation or interpretation session ("**Linguist Fees**"). This is calculated as a percentage of the applicable amount Users pay for their translation or interpretation session with a Linguist ("**Language Listing Fees**" or "**Event Fees**" depending on the type of service the User used). Any applicable Linguist Fees (including any applicable Taxes) will be displayed to the Linguist when the Linguist signs up with Air Translator Platform. This is 20% of the Language Listing Fees or Event Fees of each session. As between you, if you are a Linguist, Air Translator reserves the right to establish, remove, and/or revise the Linguist Fees (or the percentage) any time, and will provide Linguists notice regarding to such changes. Linguists are responsible for paying any Linguists Fees that they owe to the Platform. The applicable Linguists fees (including any applicable Taxes) will be deducted from the total payment made by the User before remitting the payout to the Linguist. Except as otherwise provided on the Platform, Linguist Fees are non-refundable.

5.2 When creating a Language Listing through the Air Translator Platform you must (i) provide complete and accurate information about your Language Listing. This includes but not limit to, language skills, self description in at least two languages, location information, expertise, calendar availabilities, and price per minute, (ii) disclose any deficiencies, cancellation policy type, and requirements that apply (such as minimum time), and (iii) provide any other relevant information requested by Air Translator. You are responsible for keeping your Language Listing information (including calendar availability) up-to-date at all times.

5.3 You are solely responsible for setting price per minute during a translation or interpretation session (including any applicable Taxes) for your Language Listing. You acknowledge and agree that the minimum price per minute for Verified Language is £0.20 and £0.35 for Verified Local Experience. Once a User requests a booking with you, you may not request that User to pay a different amount.

5.4 You agree that Air Translator may match or allocate you with Events booking requests made by Users. Such matches may vary and depend on a variety of factors, such as and not limited to your location, expertise, ratings, language listed, cancellation histories, and calendar availabilities. When you get match or allocated booking requests you agree to pre-approve such booking requests automatically. If you are allocated a session through an Event, you agree that Air Translator sets the price of the session.

5.4 Language Listings will be seen as '**Linguist Profiles**' by Users. The ranking of these Linguist Profiles in search results on the Air Translator Platform may vary and depend on a variety of factors, such as and not limited to, User's location, topic requirements, price, ratings, and calendar availabilities.

5.5 When you accept a session booking request or is allocated an Event session booking request made by a User, you are entering into a legally binding agreement with the User and are required to provide your **Linguist Service(s)**, both online and/or on-site, to the Guest as described in your Linguist Profile when the booking request is made. You also agree to pay the applicable Linguist Fee and any applicable Taxes.

5.6 We recommends that Linguists obtain appropriate insurance for their Linguist Services, both online and on-site, and review any respective insurance policy carefully to cover the actions or inactions of Users (and the individuals Guests of the User has booked for, if applicable) while you provide your Linguist Service(s).

5.7 You acknowledge and agree that you alone are responsible for any and all Language Listings and Member Content you post. Accordingly, you represent and warrant that any Language Listing you post and the request of

a Translation service in a Language Listing you post (i) will not breach any agreements you have entered into with any third-parties, and (ii) will (a) be in compliance with all applicable laws, Tax requirements, and rules and regulations that may apply to any Translation service you post, and (b) not conflict with the rights of third parties. Please note that Air Translator assumes no responsibility for a Translator's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. Air Translator reserves the right, at any time and without prior notice, to remove or disable access to any Language Listing for any reason, including Language Listings that Air Translator, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms, or otherwise harmful to the Application.

5.8 You understand and agree that Air Translator does not act as an insurer or as your contracting agent. If a User requests your Translation service and uses your Linguist Service, any agreement you enter into with such User is between you and the User and Air Translator is not a party to it. Notwithstanding the foregoing, Air Translator Payments serves as the limited authorised payment collection agent of the Linguist for the purpose of accepting, on behalf of the Linguist, payments from Customers of such amounts stipulated by the Linguist (including other fees and/or Taxes).

5.9 Users may leave a message to you as prior to the start of a translation or interpretation session to help you to make informed decisions or preparation before you accept or start the session. You acknowledge and agree that you are responsible for your own communications, acts, and omissions, and are also responsible for the communications, acts and omissions of any individuals who are at or are otherwise present during the session, excluding the User (and the individuals the User invites to the session, if applicable.)

5.10 Air Translator will verify the language test results, language certificates and proofing documents of the Linguist. Once you passed your test and your documents have been proved true or verified, a badge will be made available to you to include in your Language listing profile bearing the words "Air Translator verified language certificate" or similar wording ("Verified Language Skills"). The image and your personal information will not be disclosed to other Members using the Application. You agree that you alone are responsible for ensuring that your Language Listing is accurately represented in the verified language certificates and you warrant that you will cease to use the Verified Badges if such certificates or documents cease to accurately represent your Language Listing. All materials and content constitute Air Translator Content.

6. TERMS FOR USERS

6.1 Terms Applicable To All Bookings

6.1.1 Subject to meeting any requirements (such as completing any verification processes) set by Air Translator and/or the Linguist, User can book a session with Linguist available on the Air Translator Platform by following the respective booking process. All applicable fees will be presented to you prior to booking a Listing. You agree to pay the Total Fees for any booking requested in connection with your Air Translator Account.

6.1.2 Upon receipt of a booking confirmation from Air Translator, a legally binding agreement is formed between you and your Linguist, subject to any additional terms and conditions of the Linguist that apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Language Listing. Air Translator will collect the Total Fees at the time of the booking request or upon the Linguist's confirmation.

6.1.3 If you book a Linguist Service or an Event on behalf of additional guests, you are required to ensure that every additional guest meets any requirements set out in the Event information page or the Linguist Listing information page, and is made aware of and agrees to these Terms and any terms and conditions, rules and restrictions set by the Linguist or Air Translator. If you are booking for an additional guest who is a minor, you represent and warrant that you are legally authorised to act on behalf of the minor. Minors may only participate in an Experience, Event or other Linguist Service if accompanied by an adult who is responsible for them.

6.1.4 If you go over the agreed upon session finish time without the Linguist's consent ("**Overtime**"), you you agree to pay, if requested by the Linguist, for each hour period (or any portion thereof) used, an additional hourly

fee of up to two (2) times the average hourly price originally paid by you to cover the inconvenience suffered by the Linguist, plus all applicable Taxes, and any other expenses incurred during the Overtime. Overtime fees for late finish time that do not impact Linguists upcoming bookings may be limited to the additional costs incurred by the Linguist as a result of such Overtime. If you went over your booked session time, you authorise Air Translator to charge you to collect Overtime fees.

6.2 Booking Events

6.2.1 You should carefully review the description of any Event you intend to book to ensure you (and any additional guests you are booking for) meet any minimum age, proficiency, or other requirements which the Event has specified in its information page. At your sole discretion you may want to inform the Linguist or Air Translator of any medical or physical conditions, or other circumstances that may impact your and any additional guest's ability to participate in any Event. You are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to your participation in an Event listed on our Platform.

6.2.2 You may not bring any additional individuals to an Event unless such an individual was added by you as an additional guest during the booking process on the Air Translator Platform.

6.4 Air Translator Points

Air Translator Points may be redeemed for eligible bookings via the Air Translator Platform. You may only redeem Air Translator Travel Credits after the Air Translator Travel Credits are reflected in your Air Translator Account.

7. BOOKING MODIFICATIONS, CANCELLATION AND REFUNDS

7.1 Linguists and Users are responsible for any modifications to a booking that they make via the Air Translator Platform or direct Air Translator customer service to make ("**Modifications**"), and agree to pay any additional relevant fees and/or Taxes applicable associated with such Booking Modifications.

7.2 Users can cancel a confirmed booking at any time pursuant to the Language Listing's cancellation policy, and Air Translator will refund the amount of the Total Fees due to the Users in accordance with such cancellation policy. Unless due to extenuating circumstances, any portion of the Total Fees due to the Linguist under the applicable cancellation policy will be remitted to the Linguist by Air Translator.

7.3 If a Linguist cancels a confirmed booking, the Users will receive a full refund of the Total Fees for such booking within a commercially reasonable time of the cancellation. In some instances, Air Translator may allow the Users to apply the refund to a new booking, in which case Air Translator will credit the amount against the User's subsequent booking at the User's direction, or credit the User's Points balance. Air Translator may publish an automated review on the Language Listing cancelled by the Linguist indicating that a booking was cancelled. In addition, Air Translator may (i) keep the calendar for the Language Listing unavailable or blocked for the dates of the cancelled booking, and/or (ii) impose a cancellation fee, unless the Linguist has a valid reason for cancelling the booking pursuant to or has legitimate concerns about the User's behaviour.

7.4 To submit a valid claim for your request, the Customer is required to:

- Contact Air Translator's Customer Service within 24 hours of the end of the Translation session presenting screenshots or other evidence of the translation issue as part of the claim
- Be cooperative and responsive to our request for additional information
- Not have directly or indirectly caused the translation issue
- Have made reasonable effort to remedy the circumstances of the translation issue with the Translator prior to making a claim, including notifying your Translator the translation issue before the end of the

Translation session on the Air Translator Platform. We may ask for evidence or verify this in your account.

7.5 In certain circumstances, Air Translator may decide, in its sole discretion, that it is necessary to cancel a confirmed booking and make appropriate refund and payout decisions. This may be for reasons (i) where Air Translator believes in good faith, while taking the legitimate interests of both parties into account, this is necessary to avoid significant harm to Air Translator, other Members, third parties or property, or (ii) for any of the reasons set out in these Terms.

7.6 Except as otherwise set out in these Terms, Members may use Feedback form to send or request refunds.

8. RATINGS AND REVIEWS

8.1 Users can leave a public review and submit a star rating for each session completed. These reflect the opinion of the individual Member and do not represent the opinion of Air Translator Platform.

8.2 As a User, you understand that you must be accurate and may not include any offensive or defamatory language in your reviews. Ratings and reviews are subject to Section 4. Ratings and reviews are not verified by us for accuracy and may be incorrect or misleading.

8.3 Ratings and review must be done by the actual user, Members are not allowed to manipulate the ratings and review system in any manner, such as instructing third-parties to write a positive or negative review about another Member.

8.4 Ratings and reviews are part of a Member's public profile and may also appear elsewhere on the Air Translator Platform (such as the Linguist Profile page) together with other relevant information such as number of bookings, and other information.

9. TAXES

You as a Linguist are solely responsible for determining your obligations to report, collect, remit or include in your Linguist Fees any applicable VAT or other indirect sales taxes or other income taxes ("**Taxes**").

Tax regulations may require us to collect appropriate tax information from our Translators, or to withhold taxes from payouts to Translators, or both. You as a Translator are solely responsible for keeping the information in your tax forms current, complete and accurate. If you as a Translator fail to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold taxes from payments to you, we reserve the right in our sole discretion to freeze all payouts to you until resolution, to withhold such amounts as required by law, or to do both.

10. FOREIGN CURRENCY

10.1 We facilitate bookings between Users and Linguists who may prefer to pay and to receive payments in different currencies, which may require foreign currency conversions to accommodate these differing currency preferences. Air Translator platform allows Members to set / view the price of Language Listings and Events in currencies including GBP, CNY, and etc. The currencies available for Members to make and receive payments may depend on the preferred currency choices Members made, or the third-party online payment processor, and may not include the default currency in any given geographic location.

10.2 Each foreign currency conversion is processed at a foreign currency conversion rate. This rate generally refers to the amount of one currency that must be paid to buy a certain amount of another currency at a given time. Currency conversion rates will vary from time to time. In cases where Air Translator's third-party payment services provider does not support payments in the smaller unit supported by a given currency, Air Translator may, in its sole discretion, round up or round down amounts that are payable from or to Users or Linguists to the

nearest whole functional base unit in which the currency is denominated (i.e. to the nearest sterling pound, Chinese yuan, or other supported currency).

11. GENERAL PROHIBITIONS

11.1 You as a Member of the Air Translator Platform are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Platform. You agree that you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms of Service and Privacy Policy
- use the Air Translator Platform or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Air Translator endorsement, partnership or otherwise misleads others as to your affiliation with Air Translator
- copy, store or otherwise access or use any information, including personally identifiable information about any Member, contained on the Platform in any way that is inconsistent with these Terms or our Privacy Policy, or that otherwise violates the privacy rights of Members or third-parties
- use the Air Translator Platform in connection with the distribution of unsolicited communications, promotions, advertisements or spam, including commercial messages, including, but not limited to, recruiting or otherwise soliciting any Member to join third-party services, applications or websites, without our prior written approval
- use the Air Translator Platform to request, make, or accept a booking independent of the Air Translator Platform, to circumvent any Fees or for any other reason; If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such booking or session, and (iii) hold Air Translator harmless from any liability for such booking or session
- request, accept or make any payment for Linguist Fees outside of the Air Translator Platform. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Air Translator harmless from any liability for such payment
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behaviour
- misuse or abuse any Listings or services associated with the Air Translator Open Homes program as determined by Air Translator in its sole discretion
- use, display, mirror or frame the Air Translator Platform or Collective Content, or any individual element within the Air Translator Platform, Air Translator's name, any Air Translator trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Air Translator Platform, without Air Translator's written consent
- dilute, tarnish or otherwise harm the Air Translator brand in any way, including through unauthorised use of Collective Content, registering and/or using Air Translator or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Air Translator domains, trademarks, taglines, promotional campaigns, or Collective Content
- probe, scan, or test the vulnerability of any Air Translator system or network or breach any security or authentication measures;
- access, tamper with, or use non-public areas of Air Translator, Air Translator's computer systems, or the technical delivery systems of Air Translator's providers
- interfere with, or attempt to interfere with, the access of any user, host or network, including sending a virus, overloading, flooding, spamming, or mail-bombing Air Translator
- access or search Air Translator or download any intellectual property from Air Translator through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than our publicly supported interface
- (attempt to, or) decipher, decompile, disassemble or reverse engineer any of the software used to provide the Air Translator Platform

- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Air Translator Platform;
- export, re-export, import, or transfer the Application except as authorised by UK law, the export control laws of your jurisdiction, and any other applicable laws; or
- violate or infringe anyone else's privacy and / or rights or otherwise cause harm to any other individual

11.2 You acknowledge that Air Translator has no obligation to monitor the access to or use of the Air Translator Platform by any Member or to review, disable access to, or edit any Member Content, but reserves the right to do so for reasons set out in Section 2.3, as well as to respond to Member Content that it determines is harmful or objectionable, or as otherwise set forth in these Terms. Members agree to cooperate with and assist Air Translator in good faith, and to provide Air Translator with such information and take such actions as may be reasonably requested by Air Translator with respect to any investigation undertaken by Air Translator or a representative of Air Translator regarding the use or abuse of the Air Translator Platform. Air Translator reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Air Translator, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, Application or Services.

11.3 If you encounter anyone on the Platform who you feel is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behaviour, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Air Translator by contacting us with your police station and report number; provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

12. TERMINATION

12.1 We may suspend this Agreement or terminate your access to and use of Air Translator, at our sole discretion, at any time and without notice to you if (i) you have materially breached your obligations under these Terms and our Privacy Policy, (ii) you have violated applicable laws, regulations, or third-party rights, or (iii) Air Translator believes in good faith that such action is reasonably necessary to protect the personal safety or property of Air Translator, its Members, third parties, or prevent fraud or illegal activity.

12.2 You may terminate this Agreement or cancel your Air Translator Account at any time by sending an email to info@airtranslator.com.

12.3 If you cancelled your Account, any confirmed booking(s) will be automatically cancelled. Any refund will depend upon the terms of the Language Listing or Event's cancellation policy.

12.4 Air Translator may also suspend, limit your access, or terminate your Account if (i) you and/or your Language List or Linguist Services at any time fail to meet any applicable quality or eligibility criteria, (ii) you have repeatedly received poor ratings and reviews, or otherwise we become aware of or have received complaints about your performance or conduct, (iii) you have repeatedly cancelled pre-agreed or confirmed booking requests without a valid reason.

12.5 When this Agreement has been terminated, you are not entitled to a restoration of your Air Translator Account or any of your Member Content. If your access to or use of the Air Translator Platform has been limited or your Air Translator Account has been suspended or this Agreement has been terminated by us, you may not register a new Air Translator Account or access and use the Air Translator Platform through an Air Translator Account of another Member.

13. FEEDBACK AND CONTACT

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Platform("Feedback"). You may submit Feedback by emailing us at customerservice@airtranslator.com, through the "Customer Service" section of the Platform, by post to:

Air Translator
41 Corsham Street,
London N1 6DR
United Kingdom

Or by other means of communication.

For any other enquiries please contact us via email info@airtranslator.com, at +44(0)2034882318 and +86(010)58677796, or by post to the address above.

You acknowledge and agree that all Feedback you give us will non-confidential and non-proprietary to you. By submitting your Feedback to us, you irrevocably grant Air Translator all of your right, title, and interest in and to all Feedback, including a non-exclusive, worldwide royalty-free, sub-licensable, perpetual license to use and publish those materials for any purpose, without compensating you. At Air Translator's request and expense, you will execute documents and take such further acts as Air Translator may reasonably request to assist Air Translator to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

14. DISCLAIMERS

IF YOU CHOOSE TO USE THE AIR TRANSLATOR PLATFORM OR COLLECTIVE CONTENT, YOU DO SO VOLUNTARILY AND AT YOUR SOLE RISK. AIR TRANSLATOR, COLLECTIVE CONTENT, AND/OR OUR LICENSORS' INTELLECTUAL PROPERTY ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. You AGREE THAT YOU HAVE HAD ALL AND WHATEVER OPPORTUNITY YOU DEEM NECESSARY TO INVESTIGATE THE AIR TRANSLATOR PLATFORM, SERVICES, LAWS RULES, AND/OR REGULATIONS THAT MAY BE APPLICABLE TO YOUR USE OF THE PLATFORM AND SERVICES YOU RECEIVE. IF WE WERE TO CONDUCT IDENTITY VERIFICATION OR CHECKS ON ANY MEMBER, TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT SUCH CHECKS WILL IDENTIFY PRIOR MISCONDUCT BY SUCH MEMBER(S) OR GUARANTEE THEY WILL NOT ENGAGE IN MISCONDUCT IN THE FUTURE.

WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF PLATFORM OR SERVICES. YOU ASSUME FULL RESPONSIBILITY FOR THE CHOICES YOU MAKE BEFORE, DURING, AND AFTER YOUR PARTICIPATION IN AN EVENT OR LINGUIST SERVICE SESSION (ONLINE OR ON-SITE INTERPRETATION OR TRANSLATION). IF YOU ARE BRINGING A MINOR (UNDER THE AGE OF 18), YOU ARE SOLELY RESPONSIBLE FOR THE SUPERVISION OF THAT MINOR THROUGHOUT THE DURATION OF YOUR SESSION OR EVENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO RELEASE AND HOLD HARMLESS AIR TRANSLATOR FROM ALL LIABILITIES AND CLAIMS THAT ARISE IN ANY WAY FROM ANY INJURY, DEATH, LOSS, OR HARM THAT OCCURS TO THAT MINOR DURING THE SESSION OR EVENT OR IN ANY WAY RELATED TO SUCH CIRCUMSTANCES.

WE MAKE NO WARRANTY THAT AIR TRANSLATOR WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY OF OUR INTELLECTUAL PROPERTY.

15. INDEMNITY

You agree to release, indemnify, and hold harmless Air Translator and its officers, directors, employees and agents, including but not limited to, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your access to or use of Air Translator or our licensors' intellectual property; (ii) your content; or (iii) your violation of these Terms.

16. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, APPLICATION, SERVICES AND COLLECTIVE CONTENT, YOUR LANGUAGE LISTING OR BOOKING OF ANY LINGUIST SERVICES OR EVENT VIA THE PLATFORM AND ANY CONTACT YOU HAVE WITH OTHER MEMBERS OF AIR TRANSLATOR WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER AIR TRANSLATOR NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, APPLICATION, SERVICES, AND/OR COLLECTIVE CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE PLATFORM, SERVICES OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE APPLICATION, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE APPLICATION, SERVICES, OR FROM YOUR LANGUAGE LISTING, OR BOOKING OF ANY LINGUIST SERVICE OR EVENT VIA THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AIR TRANSLATOR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

16. GOVERNING LAW AND JURISDICTION

16.1 These Terms and your use of the Services will be interpreted in accordance with the laws of the United Kingdom. You and we agree to submit to the personal jurisdiction of a Magistrates' Court in London for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

16.2 If your Country of Residence is China these Terms will be interpreted in accordance with the laws of China ("**China Laws**"). Any dispute arising from or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Beijing which shall be conducted in accordance with CIETAC's arbitration rules in effect at the time of applying for arbitration, provided that this section shall not be construed to limit any rights which Air Translator may have to apply to any court of competent jurisdiction for an order requiring you to perform or be prohibited from performing certain acts and other provisional relief permitted under China Laws or any other laws that may apply to you. The arbitration proceedings shall be conducted in English or Mandarin. The arbitral award rendered is final and binding upon both parties.

17. GENERAL TERMS

17.1 These Terms constitute the entire and exclusive understanding and agreement between Air Translator and you regarding Air Translator, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Air Translator and you regarding Air Translator.

17.2 No joint venture, partnership, employment, or agency relationships exists between you and Air Translator as a result of these Terms or your use of the Air Translator Platform.

17.3 If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

17.4 You may not assign, transfer, or delegate these Terms, by operation of law or otherwise, without Air Translator's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Air Translator may, without restriction, assign or transfer these Terms freely. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

17.5 Unless specified otherwise, any notices or other communications provided by Air Translator under these Terms, including those regarding modifications to these Terms, will be given by Air Translator via email, posting to our website, Platform notification, or message service (including in-app and / or via WeChat). For notices made, the date of receipt or publish will be deemed the date on which such notice is transmitted.

17.6 Air Translator's failure to enforce any right or provision of these Terms will not be considered a waiver of such rights or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted by law.

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Terms of Service

Last Updated: 1 August, 2016

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

IN PARTICULAR, TRANSLATORS SHOULD UNDERSTAND HOW THE LAWS WORK IN THEIR RESPECTIVE CITIES AND COUNTRIES. IN MANY COUNTRIES, TRANSLATORS MUST REGISTER AS SELF EMPLOYED BEFORE ACCEPTING REQUESTS FOR TRANSLATION. PENALTIES MAY INCLUDE FINES OR OTHER ENFORCEMENT. TranslatorS SHOULD REVIEW LOCAL LAWS BEFORE LISTING THEIR LANGUAGE SKILLS ON AIR TRANSLATOR.

TERMS OF SERVICE

You are contracting with Air Translator, Ltd. with respect to use of the Air Translator Site, Application or Services, and with respect to any payments or payouts from or to you conducted through the Application. If you reside in P.R. China, you are contracting with Air Translator (Beijing) Technology Ltd. with respect to use of the Air Translator Site, Application or Services, and with respect to any payments or payouts from or to you conducted through the Application. If you initially reside in the P.R.China and contract with Air Translator (Beijing) Technology Ltd. but subsequently change your residence to the rest of the world, you will contract with Air

Air Translator Ltd. from the date on which your place of residence changes, and vice versa. (Air Translator, Ltd., Air Translator (Beijing) Technology Ltd. are each hereinafter referred to as "Air Translator", "we", "us", or "our").

Air Translator operates a mobile application and community marketplace ("Platform") that helps people form online translation relationships directly with one another, where they can find, list, and book translation services of any language around the world through our mobile application ("Services"). Air Translator refers to Air Translator Ltd. By using the Application, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site, Application, Services, and all Collective Content, and constitute a binding legal agreement between you and Air Translator. Please also read carefully our Privacy Policy. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Application, and you should stop using the Platform and deactivate your account with Air Translator. You can find out more about how to deactivate your account via contacting our customer services. Failure to use the Application in accordance with these Terms may subject you to civil and criminal penalties.

THE SITE, APPLICATION AND SERVICES COMPRISE AN ONLINE PLATFORM THROUGH WHICH TRANSLATORS MAY CREATE Language Listings FOR LANGUAGES AND CUSTOMERS MAY LEARN ABOUT AND REQUEST TRANSLATION SERVICE DIRECTLY WITH THE TRANSLATOR. YOU UNDERSTAND AND AGREE THAT AIR TRANSLATOR IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN TRANSLATORS AND CUSTOMERS, NOR IS AIR TRANSLATOR A REAL TRANSLATION SERVICE PROVIDER, AGENT OR INSURER. AIR TRANSLATOR HAS NO CONTROL OVER THE CONDUCT OF TRANSLATORS, CUSTOMERS AND OTHER CUSTOMERS OF THE SITE, APPLICATION AND SERVICES OR ANY TRANSLATION SERVICE, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Key Terms

"Air Translator Content" means all Content that Air Translator makes available through the Site, Application, or Services, including any Content licensed from a third party, but excluding Member Content.

"Translation Request Period" means the time period starting from the time when a translation service is requested by a Customer (as determined by Air Translator in its sole discretion), within which a Translator may decide whether to confirm or reject that request.

"Collective Content" means Member Content and Air Translator Content.

"Content" means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.

"Customer" means a Member who requests from a Translator a translation service via the Application.

"Translator" means a Member who creates a Language Listing via the Application.

"Language Listing" means available languages that is listed by a Translator as capable for translation via the Application.

"Member" means a person who completes Air Translator's account registration process, including but not limited to Translators and Customers, as described under "Account Registration" below.

"Member Content" means all Content that a Member posts, uploads, publishes, submits, transmits, or includes in their Language Listing or Member profile to be made available through the Application or Services.

"Tax" or **"Taxes"** mean any sales taxes, value added taxes (VAT), goods and services taxes (GST), fees that Translators may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes.

Certain areas of the Application (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Application, Services, or Collective Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Application, Services, or Collective Content.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING the Application OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH The APPLICATION. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT. IF YOU ACCEPT OR AGREE TO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS AND, IN SUCH EVENT, "YOU" AND "YOUR" WILL REFER AND APPLY TO THAT COMPANY OR OTHER LEGAL ENTITY.

Modification

Air Translator reserves the right, at its sole discretion, to modify the Application or to modify these Terms, including the Fees at any time and without prior notice. Once the new terms of the Agreement has been used in place of the previous ones, there would be no special notice, you are free to check the latest version in our Application or on our Website. If the modified Agreement is not acceptable to you, your are able to cease using the Services. By continuing to access or use the Application after we have posted a modification on the Site or via the Application or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to stop using the Site, Application and Services.

Eligibility

The Site, Application and Services are intended solely for persons who are 18 or older. Any access to or use of the Application by anyone under 18 is expressly prohibited. By accessing or using the Application you represent and warrant that you are 18 or older.

How the Site, Application and Services Work

The Site, Application and Services can be used to facilitate the listing and requesting of languages and translations ("Translation service"). Such Translation service are included in Language Listings in the Application and Services by Translators. You may view Language Listings of Translators as an unregistered visitor to the Site, Application and Services; however, if you wish to book an Translation service or create a Language Listing, you must register to create an Air Translator Account (defined below).

As stated above, Air Translator makes available an online platform or marketplace with related technology for Customers and Translators to communicate online and arrange for Translation service directly with each other. Air Translator is not an owner or operator of Translators or Translation service, Unless explicitly specified otherwise in the Air Translator platform, Air Translator's responsibilities are limited to: (i) facilitating the availability of the Site, Application and Services and (ii) serving as the limited payment collection agent of each Translator for the purpose of accepting payments from Customers on behalf of the Translator.

PLEASE NOTE THAT, AS STATED ABOVE, THE SITE, APPLICATION AND SERVICES ARE INTENDED TO BE USED TO FACILITATE TRANSLATORS AND CUSTOMERS CONNECTING AND REQUISITION TRANSLATION SERVICE DIRECTLY WITH EACH OTHER. Air Translator CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY Language Listing, THE LEGALITY OR SUITABILITY OF ANY TRANSLATION SERVICE. AIR TRANSLATOR IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL Language Listings AND TRANSLATION Service. ACCORDINGLY, ANY RequestS WILL BE MADE OR ACCEPTED AT THE MEMBER'S OWN RISK.

Air Translator Account Registration

In order to access certain features of the Application, and to book a Translation service or create a Language Listing, you must register to create an account ("Air Translator Account") and become a Member. You may register to join the Services directly via the Application or as described in this section.

You can also register to join by logging into your account with certain third-party social networking sites ("SNS") (including, but not limited to, Facebook and WeChat; each such account, a "Third-Party Account"), via our Application, as described below. As part of the functionality of the Application and Services, you may link your Air Translator Account with Third-Party Accounts, by either: (i) providing your Third-Party Account login information to Air Translator through the Application; or (ii) allowing Air Translator to access your Third-Party Account, as permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Air Translator and/or grant Air Translator access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Air Translator to pay any fees or making Air Translator subject to any usage limitations imposed by such third-party service providers. By granting Air Translator access to any Third-Party Accounts, you understand that Air Translator will access, make available and store (if applicable) any Content that you have provided to and stored in your Third-Party Account ("SNS Content") so that it is available on and through the Site, Services and Application via your Air Translator Account and Air Translator Account profile page. Unless otherwise specified in these Terms, all SNS Content, if any, will be considered to be Member Content for all purposes of these Terms. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts will be available on and through your Air Translator Account on the Site, Services and Application. Please note that if a Third-Party Account or associated service becomes unavailable or Air Translator's access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Site, Services and Application. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. Air Translator makes no effort to review any SNS Content for any purpose, including but not limited to for accuracy, legality or non-infringement and Air Translator is not responsible for any SNS Content.

Your Air Translator Account and your Air Translator Account profile page will be created for your use of the Application based upon the personal information you provide to us or that we obtain via an SNS as described above. You may not have more than one (1) active Air Translator Customer Account and one (1) Translator Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Air Translator reserves the right to suspend or terminate your Air Translator Account and your access to the Application and Services if you create more than one (1) Air Translator Customer or Translator Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, abusive, not current or incomplete. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Air Translator Account, whether or not you have authorised such activities or actions. You will immediately notify Air Translator of any unauthorised use of your Air Translator Account.

Language Listings

As a Translator, you may create Language Listings. To create a Language Listing, you will be asked to add languages which you are fluent in speaking and reading while you are filling your profile information, including, but not limited to, the proof of fluency in such language(s) and the price per minute you would like to list. In order to be featured in Language result page in the Application you need to provide an official language certificate or

proofing documents for the language(s), including, but not limited to, higher education graduation certificate, you listed. Translators will be grouped into two tiers according to the language ability. You acknowledge and agree that the minimum price per minute for Verified Language is £0.20 and £0.35 for Verified Local Experience. The minimum translation duration is 5 minutes. Customers will be able to request your Translation service via the Application based upon the information provided in your Listing. You understand and agree that once a Customer makes a request of your Translation service, you may not request the Customer to pay a higher price per minute than in the booking request.

You acknowledge and agree that you alone are responsible for any and all Language Listings and Member Content you post. Accordingly, you represent and warrant that any Language Listing you post and the request of a Translation service in a Language Listing you post (i) will not breach any agreements you have entered into with any third parties, and (ii) will (a) be in compliance with all applicable laws, Tax requirements, and rules and regulations that may apply to any Translation service you post, and (b) not conflict with the rights of third parties. Please note that Air Translator assumes no responsibility for a Translator's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. Air Translator reserves the right, at any time and without prior notice, to remove or disable access to any Language Listing for any reason, including Language Listings that Air Translator, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or Air Translator's then-current Policies and Community Guidelines, or otherwise harmful to the Application.

If you are a Translator, you understand and agree that Air Translator does not act as an insurer or as your contracting agent. If a Customer requests your Translation service and uses your Translation service, any agreement you enter into with such Customer is between you and the Customer and Air Translator is not a party to it. Notwithstanding the foregoing, Air Translator Payments serves as the limited authorised payment collection agent of the Translator for the purpose of accepting, on behalf of the Translator, payments from Customers of such amounts stipulated by the Translator (including other fees and/or Taxes).

If you are a Translator, Air Translator asks Customers to leave a message available to you to help you to make informed decisions or preparation before you accept or start the Translation. You acknowledge and agree that, as a Translator, you are responsible for your own communications, acts and omissions and are also responsible for the communications, acts and omissions of any individuals who are at or are otherwise present at the Translation service at your request or invitation, excluding the Customer (and the individuals the Customer invites to the Translation service, if applicable.)

Air Translator will verify language certificates and proofing documents of the Translator. Once your documents have been proved true or verified, a badge will be made available to you to include in your Language listing profile bearing the words "Air Translator verified language certificate" or similar wording ("Verified Language Skills"). The image and your personal information will not be disclosed to other Members using the Application. You agree that you alone are responsible for ensuring that your Language Listing is accurately represented in the verified language certificates and you warrant that you will cease to use the Verified Badges if such certificates or documents cease to accurately represent your Language Listing. All materials and content constitute Air Translator Content.

No Endorsement

Air Translator does not endorse any Member or any Translation service. You understand that Verified language certificates are intended only to indicate a professional representation of the Translation service listed by the Translator. Verified language certificates are therefore not an endorsement by Air Translator of any Member or any Translation service. Members are required by these Terms to provide accurate information, and although Air Translator may undertake additional checks and processes designed to help verify or check the identities or backgrounds of users, we do not make any representations about, confirm, or endorse any Member or the Member's purported identity or background.

Any references in the Application or Services to a Member being "verified" only indicate that the Member has completed a relevant verification process, and does not represent anything else. Any such description is not an endorsement, certification or guarantee by Air Translator about any Member, including of the Member's identity and whether the Member is trustworthy, safe or suitable. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the Application and Services. We therefore recommend that you always exercise due diligence and care when deciding whether to use a translation service of a Translator or to accept a request from a Customer, or to have any other interaction with any other Member. We are not responsible for any damage or harm resulting from your interactions with other Members.

By using the Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from Air Translator with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members within the Application regarding any requests or Language Listings made by you. This limitation shall not apply to any claim by a Translator against Air Translator regarding the remittance of payments received from a Customer by Air Translator on behalf of a Translator, which instead shall be subject to the limitations described in the section below entitled "Limitation of Liability".

Bookings and Payment

Key definitions

"Translation Fees" means the amounts that are due and payable by a Customer in exchange for that Translation service. The Translator alone, and not Air Translator, is responsible for the Translation Fees for his or her Language Listing. The Translator may in his or her sole discretion decide to set price per minute as permitted on the Air Translator platform, or (ii) Taxes that the Translator determines that he or she has to collect.

"Minimum Translation Duration" means the minimum time of translation that is the same in all cases. Minimum Translation Duration with Air Translator is 5 minutes.

"Booking Request Period" means the maximum time before a translation request automatically expires. Maximum Booking Request Period is 3 minutes.

"Minimum Translation Fees" is calculated as the Translator's rate per minute * Minimum Translation Duration. If a Translation session lasts less than the Minimum Translation Duration the Customer will still be charged the full Minimum Fee.

"Translator Fees" means the fee that Air Translator Total Fees a Translator for the use of the Services, which is calculated as a percentage of the applicable Translation Fees. The Translator Fees will be displayed to the Translator when the Translator signs up with Air Translator app, and is 20% of the each Translation Fee.

"Total Fees" means collectively the Translation Fees plus any Taxes.

AS BETWEEN YOU AND AIR TRANSLATOR, AIR TRANSLATOR RESERVES THE RIGHT TO ESTABLISH, REMOVE AND/OR REVISE MINIMUM TRANSLATION DURATION, BOOKING REQUEST PERIOD, AND TOTAL FEES FOR ANY OR ALL SERVICES OR GOODS OBTAINED THROUGH THE USE OF THE SERVICES AT ANY TIME IN AIR TRANSLATOR'S SOLE DISCRETION.

Bookings and Payment for Translators and Customers

As a Customer you understand that use of the Services may result in Total Fees (Total Fees) to you for the services or goods you receive from a Third Party Provider (the Translator). After you have received services or goods obtained through your use of the Services, Air Translator will facilitate your payment of the applicable Total Fees on behalf of the Third Party Provider as disclosed payment collection agent for the Third Party Provider. Payment of the Total Fees in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Total Fees will be inclusive of applicable taxes where required by law. Total Fees paid by you are final and non-refundable, unless otherwise determined by Air Translator. Air Translator will respond accordingly to any request from a Third Party Provider to modify the Total Fees for a particular service or good.

You retain the right to request lower Total Fees from a Third Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods. Air Translator will respond accordingly to any request from a Third Party Provider to modify the Total Fees for a particular service or good.

All Total Fees are due immediately at the end of the translation session and payment will be facilitated as soon as practicable by Air Translator using the preferred payment method designated in your Account, after which Air Translator will send you a receipt by either email or in relevant third-party account. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Air Translator may, as the Third Party Provider's disclosed payment collection agent, use a secondary payment method in your Account, if available.

Air Translator may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Total Fees applied to you. You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's acceptance, in which case you will not be charged a cancellation fee.

If you are a Translator and a booking is requested for your Translation via the Application, you will be required to either confirm or reject the booking request within the Booking Request Period, otherwise the booking request will automatically expire. When a booking is requested via the Application, we will share with you (i) the first and last name of the Customer who has requested the booking, and (ii) if the Customer and Translator have both connected their Air Translator accounts to SNS, the names of any members of an SNS with whom you are "friends" or associated on the SNS if such individuals are also "friends" or associated with the Customer on such SNS. When you confirm a booking requested by a Customer, Air Translator will send you a push notification via the Application confirming such booking.

Bookings and Payment for Customers

The Translators, not Air Translator, are solely responsible for honouring any confirmed bookings and making available any Translations reserved through the Site, Application and Services. If you, as a Customer, choose to enter into a transaction with a Translator for the booking of an Translation, you agree and understand that you will be required to enter into an agreement with the Translator and you agree to accept any terms, conditions, rules and restrictions associated with such Translation imposed by the Translator. You acknowledge and agree that you, and not Air Translator, will be responsible for performing the obligations of any such agreements, that Air Translator is not a party to such agreements, and that, with the exception of its payment obligations hereunder, Air Translator disclaims all liability arising from or related to any such agreements. You acknowledge and agree that, notwithstanding the fact that Air Translator is not a party to the agreement between you and the Translator,

The Total Fees payable will be displayed to a Customer after the translation session terminates. As noted above, the Translator is required to either confirm or reject the booking request within the Booking Request Period; otherwise, the requested booking will be automatically cancelled.

You as a Customer agree to pay Air Translator for the Total Fees for any booking requested in connection with your Air Translator Account if such requested bookings are confirmed by the applicable Translator. Please note that Air Translator cannot control any fees that may be charged to a Customer by his or her bank related to Air Translator's collection of the Total Fees, and Air Translator disclaims all liability in this regard.

In connection with your requested booking, you agree to pay the Translator for any confirmed bookings made in connection with your Air Translator Account in accordance with these Terms by one of the methods described on Application, including, but not limited to, by PayPal, credit card, and Alipay. You hereby authorise the collection of such amounts by charging the credit card provided, via a third-party online payment processor or by one of the

payment methods described on the Application, after then end of the translation session. Please review such terms and conditions and privacy policy before using the services.

Payment Processing Errors

We will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the same payment method used for the original payout to or payment by you, so that you end up receiving or paying the correct amount.

Cancellations

If, as a Customer, you wish to cancel a confirmed booking made via the Application, either prior to or after starting the Translation session, the cancellation policy of the Translator will apply to such cancellation. When a Translator has accepted your request, you can use the Application to cancel your request. If the time from when the Translator accepted your request is more than 3 minute and you have not responded to the translator, your request will automatically be cancelled, and no cancellation fee will occur. After both the Customer and the Translator confirmed the start of the Translation session, you will be charged by the price per minute set by the Translator for the duration of your session same as a normal translation session. Cancellation made less than the Minimum Translation Duration will be charged for the rate of the Minimum Translation Duration.

If a Translator cancels a confirmed booking made via the Application, no fee will occur. The Customer will need to start a new search of Translator. If the Customer requests a translation session from one of the alternative Translator and the Translator confirms the Customer's requested booking, then the Customer agrees to pay Air Translator the Total Fees relating to the confirmed booking for the Translation session in accordance with these Terms. If a Translator cancelled a confirmed booking and you, as a Customer, have not received an notification or other communication from Air Translator; Or if you were incorrectly charged a cancellation fee, please contact Air Translator.

Air Translator may determine, in its sole discretion, to refund to the Customer part or all of the amounts charged to the Customer in accordance with the Customer Refund Policy. You agree that Air Translator and the relevant Customer or Translator will not have any liability for such cancellations or refunds.

Minimum Translation Quality Standards, Translator Responsibilities and Reimbursement to Customers.

If you are a Translator, you are responsible for ensuring that the Languages you list on your profile meet minimum quality standards regarding accuracy, fluency, responsiveness, and confidentiality.

If you are a Translator, and if (i) Air Translator determines that a Customer has suffered an translation issue related to Translation session provided by you and (ii) Air Translator either reimburses that Customer any amount up to the amount paid by the Customer through the Application for the Translation session or provides an alternative Translator to the Customer, you agree to reimburse Air Translator up to the amount paid by Air Translator within 7 days of Air Translator's request. All determinations of Air Translator with respect to the Customer Refund Policy, including without limitation the size of any refund to the Customer, shall be final and binding on the Customers and Translators. You also agree that in order for you to reimburse Air Translator up to the amount paid by Air Translator, Air Translator may off-set or reduce any amounts owed by Air Translator to you by this amount. If the Customer remains in the Translation session despite the translation issue, the Customer will receive a refund that will reduce the amount of the Translation Fees ultimately paid to you. If the Customer ends the Translation session and chose another Translator, you will not be responsible for additional costs incurred for the new Translation Session.

The rights of the Customers under the Customer Refund Policy supersede the cancellation policy established by a Translator. If you dispute the translation issue you may notify us in writing (in app or via

customerservice@airtranslator.com) disputing the claims regarding the translation issue, provided you must have used reasonable and good faith efforts to try to remedy the translation issue with the Customer prior to disputing the translation issue claim. You agree that all determinations of Air Translator with respect to the translation issue shall be final and binding on the Customers and Translators regardless of your submission of a dispute against such translation issue. In the event of one or more translation issues, Air Translator, in its discretion, may elect to take additional actions. These actions include, but are not limited to, negatively affecting your listing ranking, automated reviews indicating translation issues, suspending or removing the listing of the Languages or imposing penalties or fees for the administrative burden associated with the translation issues.

Customer Refund Policy

If you experience a translation issue that prevents you from being able to complete a Translation session, and you are unable to resolve with your Translator, below are the Customer Refund Policy may be applied under certain circumstances.

Situations that may be eligible for a refund under this policy generally include the two categories below,

- The Translator fails to provide reasonable translation to the selected Language listing
- The Language Listing of the Translator is misrepresented (e.g. the wrong language listed)

Air Translator will either provide the Customer with a refund or use reasonable efforts to find and book you an alternative Translator for any unresolved translation request. The amount of any refund will depend on the nature of the translation issue suffered and the duration of the Translation session carried out.

Submit a valid claim for refund

To submit a valid claim for your request, the Customer is required to:

- Contact Air Translator's Customer Service within 24 hours of the end of the Translation session presenting screenshots or other evidence of the translation issue as part of the claim
- Be cooperative and responsive to our request for additional information
- Not have directly or indirectly caused the translation issue
- Have made reasonable effort to remedy the circumstances of the translation issue with the Translator prior to making a claim, including notifying your Translator the translation issue before the end of the Translation session on the Air Translator Application. We may ask for evidence or verify this in your account.

Taxes

Tax regulations may require us to collect appropriate tax information from our Translators, or to withhold taxes from payouts to Translators, or both. You as a Translator are solely responsible for keeping the information in your tax forms current, complete and accurate. If you as a Translator fail to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold taxes from payments to you, we reserve the right in our sole discretion to freeze all payouts to you until resolution, to withhold such amounts as required by law, or to do both.

You as a Translator understand and agree that you are solely responsible for determining your applicable Tax reporting requirements. You are also solely responsible for remitting to the relevant authority any Taxes included or received by you. Air Translator cannot and does not offer Tax-related advice to any Members.

Where applicable, or based upon request from a Translator, Air Translator may issue a valid VAT invoice to such Translator.

Foreign Currency

Air Translator's online platform facilitates bookings between Customers and Translators who may prefer to pay and to receive payments in different currencies, which may require foreign currency conversions to accommodate these differing currency preferences. Air Translator platform allows users to view the price of Language Listings in GBP, the currencies available for users to make and receive payments depend on the third-party online payment processor, and may not include the default currency in any given geographic location.

Each foreign currency conversion is processed at a foreign currency conversion rate. This rate generally refers to the amount of one currency that must be paid to buy a certain amount of another currency at a given time. Currency conversion rates will vary from time to time.

User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Site, Application, Services and Collective Content. In connection with your use of the Site, Application, Services and Collective Content, you may not and you agree that you will not:

- violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and Tax regulations;
- use manual or automated software, devices, scripts, robots, backdoors or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Application, Services or Collective Content;
- access or use our Site, Application, Services or the Air Translator API to use, expose, or allow to be used or exposed, any Air Translator Content: (i) that is not publicly displayed by Air Translator in its search results pages or listing pages before a booking is confirmed; (ii) in any way that is inconsistent with the Air Translator Privacy Policy or Terms of Service; or (iii) in any way that otherwise violates the privacy rights or any other rights of Air Translator's users or any other third party;
- use the Site, Application, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms;
- copy, store or otherwise access or use any information contained on the Site, Application, Services or Collective Content for purposes not expressly permitted by these Terms;
- infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- interfere with or damage our Site, Application or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use our Site, Application or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- use our Site, Application, Services or Collective Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to lodging in a private residence;

- "stalk" or harass any other user of our Site, Application, Services or Collective Content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as an Air Translator Customer or Translator;
- offer, as a Translator, any Translation that you do not yourself perform;
- register for more than one Air Translator Customer Account and Translator Account, or register for an Air Translator Account on behalf of an individual other than yourself;
- contact a Translator for any purpose other than asking a question related to a booking, such as Translator's Translations or Language Listings;
- contact a Customer for any purpose other than asking a question related to a booking or such Customer's use of the Site, Application and Services;
- recruit or otherwise solicit any Translator or other Member to join third-party services or websites that are competitive to Air Translator, without Air Translator's prior written approval;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information from or otherwise interact with the Site, Application, Services or Collective Content;
- use the Site, Application, Services or Collective Content to find a Translator or Customer and then complete a booking of an Translation independent of the Site, Application or Services, in order to circumvent the obligation to pay any Service Fees related to Air Translator's provision of the Services or for any other reasons;
- as a Translator, submit any Listing with false or misleading price information, or submit any Listing with a price that you do not intend to honour;
- post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- systematically retrieve data or other content from our Site, Application or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- use, display, mirror or frame the Site, Application, Services or Collective Content, or any individual element within the Site, Application, Services or Collective Content, Air Translator's name, any Air Translator trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site, Application or Services, without Air Translator's express written consent;
- access, tamper with, or use non-public areas of the Site, Application or Services, Air Translator's computer systems, or the technical delivery systems of Air Translator's providers;

- attempt to probe, scan, or test the vulnerability of any Air Translator system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Air Translator or any of Air Translator's providers or any other third party (including another user) to protect the Site, Services, Application or Collective Content;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, Application or Collective Content to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Application or Collective Content; or
- advocate, encourage, or assist any third party in doing any of the foregoing.
- accept or make a payment for Translation Fees outside Air Translator Payments. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Air Translator harmless from any liability for such payment.

Air Translator has the right to investigate and prosecute violations of any of the above to the fullest extent of the law.

Air Translator may access, preserve and disclose any of your information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against Air Translator or to comply with legal process (for example, subpoenas or warrants), (ii) enforce or administer our agreements with users, such as these Terms, (iii) for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes, or (iv) protect the rights and safety of Air Translator, its users, or members of the public. You acknowledge that Air Translator has no obligation to monitor your access to or use of the Site, Application, Services or Collective Content or to review or edit any Member Content, but has the right to do so for the purpose of operating and improving the Site, Application and Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms. Air Translator reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Air Translator, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, Application or Services.

Privacy

You agree that Air Translator's Privacy Policy (as may be updated from time to time) governs Air Translator's collection and use of your personal information.

Ownership

The Site, Application, Services, and Collective Content are protected by copyright, trademark, and other laws of the United Kingdom and foreign countries. You acknowledge and agree that the Site, Application, Services and Collective Content, including all associated intellectual property rights, are the exclusive property of Air Translator and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Application, Services, or Collective Content.

Application License

Subject to your compliance with these Terms, Air Translator grants you a limited non-exclusive, non-transferable license to download and install a copy of the Application on each mobile device that you own or control and run such copy of the Application solely for your own personal use. Furthermore, with respect to any App Store Sourced Application, you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. Air Translator reserves all rights in the Application not expressly granted to you by these Terms.

Air Translator Content and Member Content License

Subject to your compliance with the terms and conditions of these Terms, Air Translator grants you a limited, non-exclusive, non-transferable license, to (i) access and view any Air Translator Content solely for your personal and non-commercial purposes and (ii) access and view any Member Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Application, Services, or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Air Translator or its licensors, except for the licenses and rights expressly granted in these Terms.

Member Content

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site, Application and Services, you hereby grant to Air Translator a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, through, by means of or to promote or market the Site, Application and Services. Air Translator does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site, Application and Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site, Application and Services or you have all rights, licenses, consents and releases that are necessary to grant to Air Translator the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Air Translator's use of the Member Content (or any portion thereof) on, through or by means of the Site, Application and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Links

The Site, Application and Services may contain links to third-party websites or resources. You acknowledge and agree that Air Translator is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such

websites or resources do not imply any endorsement by Air Translator of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of Air Translator used herein are trademarks or registered trademarks of Air Translator. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Contact and Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site, Application and Services ("Feedback"). You may submit Feedback by emailing us at customerservice@airtranslator.com, through the "Contact" section of the Site and Application, or by post to:

Air Translator (0.057)
41 Corsham Street,
London N1 6DR
United Kingdom

For any other enquiries please contact us via email info@airtranslator.com, at +44(0)2034882318 and +86(010)58677796, or by post to the address above.

You acknowledge and agree that all Feedback you give us will be the sole and exclusive property of Air Translator and you hereby irrevocably assign to Air Translator and agree to irrevocably assign to Air Translator all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights you may have in such Feedback. At Air Translator's request and expense, you will execute documents and take such further acts as Air Translator may reasonably request to assist Air Translator to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

Copyright Policy

Air Translator respects copyright law and expects its users to do the same. It is Air Translator's policy to terminate in appropriate circumstances the Air Translator Accounts of Members or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see Air Translator's Copyright Policy for further information.

Suspension, Termination and Air Translator Account Cancellation

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your Air Translator Account. If we exercise our discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your Air Translator Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Application and Services, your Air Translator Account, your Member Content, or receive assistance from Air Translator Customer Service, (b) any pending or accepted future bookings as either

Translator or Customer will be immediately terminated, (c) we may communicate to your Customers or Translators that a potential or confirmed booking has been cancelled, (d) we may refund your Customers in full for any and all confirmed reservations, irrespective of pre-existing cancellation policies, (e) we may contact your Customers to inform them about potential alternate Translations with other Translators that may be available on the Site, Application and Services, and (f) you will not be entitled to any compensation for reservations or bookings (even if confirmed) that were cancelled as a result of a suspension, deactivation or termination of your Air Translator Account. You may cancel your Air Translator Account at any time via instructing us via email. Please note that if your Air Translator Account is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the Site, Application and Services, including, but not limited to, any reviews or Feedback.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, APPLICATION, SERVICES AND COLLECTIVE CONTENT, YOUR LANGUAGE LISTING OR BOOKING OF ANY TRANSLATION SERVICES VIA THE APPLICATION, YOUR PARTICIPATION IN THE REFERRAL PROGRAM, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF AIR TRANSLATOR WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER AIR TRANSLATOR NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT OR THE REFERRAL PROGRAM WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE APPLICATION, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE APPLICATION, SERVICES, OR YOUR PARTICIPATION IN THE REFERRAL PROGRAM OR FROM YOUR LISTING OR BOOKING OF ANY TRANSLATION SERVICE VIA THE APPLICATION, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT Air Translator HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Indemnification

You agree to release, defend, indemnify, and hold Air Translator and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site, Application, Services, or Collective Content or your violation of these Terms; (b) your Member Content; (c) your (i) interaction with any Member, (ii) booking of a Translation service, or (iii) creation of a Language Listing; (d) the use, condition or rental of a Translation by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a Translation service, booking or use of a Translation service.

Accessing and Downloading the Application from iTunes

The following applies to any Application accessed through or downloaded from the Apple App Store ("App Store Sourced Application"):

You acknowledge and agree that (i) these Terms are concluded between you and Air Translator only, and not Apple, and (ii) Air Translator, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Services.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Air Translator and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Air Translator.

You and Air Translator acknowledge that, as between Air Translator and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

You and Air Translator acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Air Translator and Apple, Air Translator, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.

You and Air Translator acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

Without limiting any other terms of these Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

Reporting Misconduct

If you encounter anyone via the Site, Application or Service who you feel is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behaviour, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Air Translator by contacting us with your police station and report number; provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Air Translator and you regarding the Site, Application, Services, and Collective Content, and any requests or Listings of Translations made via the Site, Application and Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Air Translator and you regarding requests or language listings, the Site, Application, Services, and Collective Content.

Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Air Translator's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Air Translator may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Air Translator (i) via email (in each case to the address that you provide) or (ii) by posting to the Site or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Controlling Law and Jurisdiction

These Terms and your use of the Services will be interpreted in accordance with the laws of the United Kingdom. You and we agree to submit to the personal jurisdiction of a state court located in London, Greater London, or a United Kingdom Magistrates' Court for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.