



AIRA
Artificial Intelligence Real-time Artist

TERMS AND CONDITIONS

Last Updated: May 20, 2026 ("Effective Date")

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These Terms and Conditions ("Terms") govern Your access to and use of the AIRA application, the website at <https://thepocketdj.com> (the "Website"), and all related services (collectively, the "Services") provided by VenFira Private Limited ("VenFira", "we", "us" or "our"), a company incorporated under the laws of India with its registered office in Pune, Maharashtra, India.

By accessing or using the Services, You agree to be bound by these Terms. If You do not agree to these Terms, You must not access or use the Services.

These Terms should be read in conjunction with our [End User Licence Agreement (EULA)](/legal/AIRA_EULA.md) and [Privacy Policy](/legal/AIRA_PRIVACY_POLICY.md), which are incorporated herein by reference.

1. Definitions

1.1 "Account" means Your registered account with VenFira that provides access to the Services.

1.2 "AIRA" means the Artificial Intelligence Real-time Artist software application, including the Mac and iOS versions.

1.3 "Biometric Data" means data derived from physiological or behavioral characteristics, including heart rate, activity data and motion data, as more fully defined in the Privacy Policy.

1.4 "Commercial Use" means use of the Services in a commercial setting, including but not limited to cafés, restaurants, bars, clubs, gyms, fitness studios, retail stores, hotels, events, and any other venue open to the public or used for commercial purposes.

1.5 "Content" means all text, data, audio, music, images, graphics, software, code and other materials available through or generated by the Services.

1.6 "Program" has the meaning set forth in the EULA.

1.7 "Services" means the AIRA application (Mac and iOS), the Website, backend services, customer support and all related products and services provided by VenFira.

1.8 "Subscription" means a paid plan providing access to certain features and functionality of the Services, as described in Section 5.

1.9 "User", "You" or "Your" means any individual or entity that accesses or uses the Services.

2. Eligibility and Account Registration

2.1 Eligibility

To use the Services, You must:

- (a) Be at least 18 years of age, or the age of majority in Your jurisdiction, whichever is higher; or be at least 13 years of age (16 in the EU/EEA) and have the consent of a parent or legal guardian;
- (b) Have the legal capacity to enter into a binding agreement;
- (c) Not be barred from using the Services under applicable law; and
- (d) Not have been previously suspended or removed from the Services by VenFira.

2.2 Account Creation

- (a) You may need to create an Account to access certain features of the Services. You must provide accurate, current and complete information during registration.
- (b) You are responsible for maintaining the confidentiality of Your Account credentials and for all activities that occur under Your Account.
- (c) You must notify us immediately at support@thepocketdj.com if You become aware of any unauthorized use of Your Account.
- (d) VenFira reserves the right to suspend or terminate Your Account at any time for any reason, including but not limited to violation of these Terms.

2.3 One Account Per Person

Each Account is for a single individual. You may not share Your Account credentials with any other person. If You are a legal entity, You may designate one individual to use the Account on Your behalf.

3. Use of the Services

3.1 Acceptable Use

You agree to use the Services only for lawful purposes and in accordance with these Terms. You agree not to:

- (a) Use the Services in any way that violates any applicable law, regulation, rule, code of practice or guideline;
- (b) Use the Services to infringe the intellectual property rights of any third party, including copyright holders of music, sound recordings, compositions or other protected works;
- (c) Use the Services to transmit any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;

- (d) Engage in any activity that interferes with or disrupts the Services or the servers and networks connected to the Services;
- (e) Attempt to gain unauthorized access to the Services, other Accounts, computer systems or networks connected to the Services;
- (f) Use any automated means (bots, scrapers, crawlers, etc.) to access or interact with the Services except through interfaces expressly provided by VenFira;
- (g) Reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the Program, except to the extent permitted by applicable law;
- (h) Copy, modify, distribute, sell, rent, lease, sublicense or create derivative works based on the Services or any part thereof;
- (i) Remove, alter or obscure any copyright, trademark or other proprietary notices from the Services;
- (j) Use the Services to develop a competing product or service;
- (k) Misrepresent Your identity, affiliation or the origin of any content You submit through the Services;
- (l) Use the Services in a manner that could damage, disable, overburden or impair VenFira's infrastructure; or
- (m) Encourage or enable any other individual to do any of the foregoing.

3.2 Music and Copyright Compliance

- (a) **Your Responsibility.** You are solely responsible for ensuring that You have the legal right to use, play, mix and (if applicable) publicly perform all music used in connection with the Services. VenFira does not provide, license or distribute any music content.
- (b) **Personal Use.** The basic Subscription Tiers are intended for personal, non-commercial use unless otherwise stated.
- (c) **Commercial Use.** If You intend to use the Services for Commercial Use (e.g., in venues, events, broadcasts or public performances), You must:
 - Hold the appropriate Subscription Tier that permits Commercial Use (e.g., Pulse Studio or higher);
 - Obtain all necessary music licences, performance rights and permissions required in Your jurisdiction (e.g., licences from PPL, PRS, ASCAP, BMI, SESAC, GEMA, or equivalent organizations); and
 - Comply with all applicable copyright and performance rights laws.
- (d) **Mix Recordings.** If the Services allow You to record mixes, You are solely responsible for ensuring that any distribution, broadcast or public sharing of such mix recordings complies with applicable copyright law.

(e) DMCA / Copyright Complaints. If You believe that any Content available through the Services infringes Your copyright, please contact our designated copyright agent at: legal@thepocketdj.com. Please include: (i) a description of the copyrighted work; (ii) the location of the allegedly infringing material; (iii) Your contact information; (iv) a statement of good faith belief; and (v) a statement under penalty of perjury that the information is accurate.

3.3 Biometric Features

(a) If You enable Biometric DJ features, You consent to the collection and processing of Biometric Data as described in our Privacy Policy.

(b) Biometric features are provided for entertainment and music adaptation purposes only. They are not medical devices and should not be relied upon for health monitoring or medical decisions.

(c) You may disable Biometric features at any time through the Program's settings or by revoking the relevant device permissions.

3.4 AI and Automated Features

(a) The Services use artificial intelligence and machine learning to analyze music, detect audio characteristics, select transitions and adapt playback. These features are provided on an "as is" basis and may not always produce results that are accurate or to Your preference.

(b) AI-generated analysis results (including BPM, key, genre, cue points and vocal detection) are approximations and should not be treated as definitive.

(c) VenFira is not responsible for any creative, commercial or other consequences arising from AI-generated mixing decisions or analysis.

3.5 Discovery and Curated Content

(a) The Services may include a Discovery feature that provides access to curated music content. Such content is provided under licence and may be subject to additional terms.

(b) Discovery content may be added, modified or removed at any time without notice.

(c) Your use of Discovery content is limited to playback within the Program. You may not download, copy, distribute, or use Discovery content outside the Program unless expressly permitted.

4. Intellectual Property

4.1 VenFira's Intellectual Property

(a) The Services, including the Program, Website, AI algorithms, mixing strategies, audio analysis technology, user interface designs, Documentation, trademarks, logos, and all

related intellectual property, are owned by VenFira or its licensors and are protected by copyright, trademark, patent and other intellectual property laws.

(b) "AIRA", "Artificial Intelligence Real-time Artist", "The Pocket DJ", the AIRA logo and all related names, logos, product and service names, designs and slogans are trademarks of VenFira. You must not use such marks without our prior written permission.

(c) Nothing in these Terms grants You any right, title or interest in the Services or any VenFira intellectual property, except for the limited licence set forth in the EULA.

4.2 Your Intellectual Property

(a) You retain all ownership rights in Your Content (as defined in the EULA), including Your music files, playlists and mix recordings.

(b) By using the Services, You grant VenFira the limited licences described in the EULA (Section 3.2) for the sole purpose of providing and improving the Services.

4.3 Feedback

If You provide us with any feedback, suggestions, ideas or recommendations regarding the Services ("Feedback"), You grant VenFira a perpetual, irrevocable, worldwide, royalty-free licence to use such Feedback for any purpose without compensation or attribution.

4.4 Open-Source Components

The Program may include open-source software components. Each open-source component is subject to its own licence terms, which can be found in the Program's "About" or "Acknowledgements" section. In the event of a conflict between these Terms and an open-source licence, the open-source licence will prevail with respect to that component.

5. Subscriptions and Payments

5.1 Subscription Tiers

The Services offer multiple Subscription Tiers with different features, functionality and pricing:

Tier	Key Features	Use Case
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Solo (Free/Trial)	Basic mixing, limited strategies, session time limits, library size limits	Personal trial
DJ	All crossfade strategies, unlimited sessions, expanded library, mix recording	Personal DJ use
Pro	Stem-based vocal detection, vocal clash detection, voice control, advanced intelligence	Serious hobbyist / semi-pro
Pulse Personal	Biometric DJ, heart rate adaptation, workout profiles	Fitness / personal wellness
Pulse Studio	Commercial licence, multi-venue, all features	Commercial venues, professional use

Current pricing and feature details are available at <https://thepocketdj.com/pricing>. VenFira reserves the right to modify tiers, features and pricing at any time with reasonable notice.

5.2 Free Trial

- (a) VenFira may offer a free trial period for new users. The duration and terms of the trial will be specified at sign-up.
- (b) One free trial is available per device/account combination.
- (c) At the end of the trial period, access to trial features will cease unless You purchase a Subscription.
- (d) VenFira reserves the right to limit, modify or discontinue free trial offers at any time.

5.3 Payment Terms

- (a) Subscription fees are billed in advance on a monthly or annual basis, as selected at the time of purchase.
- (b) All payments are processed by our authorized payment processor(s). By purchasing a Subscription, You agree to the payment processor's terms and conditions.
- (c) You authorize us (or our payment processor) to charge Your selected payment method for the applicable Subscription fee.
- (d) All fees are non-refundable except as expressly stated in these Terms, the EULA, or as required by applicable law.

5.4 Automatic Renewal

Your Subscription will automatically renew at the end of each billing period unless You cancel before the renewal date. We will provide advance notice of upcoming renewals and any price changes.

5.5 Price Changes

VenFira may change Subscription prices at any time. Price changes will take effect at the start of the next billing period following notice of the change. If You do not agree with a price change, You may cancel Your Subscription before the change takes effect.

5.6 Cancellation and Refunds

(a) You may cancel Your Subscription at any time. Cancellation will take effect at the end of the current billing period.

(b) If You cancel within 14 days of Your initial purchase, You may be entitled to a full refund, subject to applicable law.

(c) After the initial 14-day period, no refunds will be provided for partial billing periods.

(d) Purchases made through Apple's App Store are subject to Apple's refund policies.

5.7 Taxes

You are responsible for all applicable taxes associated with Your use of the Services, except for taxes based on VenFira's income. If VenFira is required to collect taxes, they will be added to Your invoice.

6. Availability and Updates

6.1 Service Availability

(a) We strive to maintain the availability of the Services, but we do not guarantee uninterrupted, timely, secure or error-free operation.

(b) We may temporarily suspend the Services for maintenance, updates, security or other operational reasons, with or without notice.

(c) We are not liable for any loss or damage resulting from the unavailability of the Services.

6.2 Updates

(a) VenFira may release updates, upgrades, patches and new versions of the Program from time to time. Some updates may be mandatory and may be installed automatically.

(b) You acknowledge that failure to install updates may result in reduced functionality, security vulnerabilities or incompatibility with the Services.

(c) Auto-update functionality (e.g., via Sparkle on macOS) may check for updates periodically. You may configure update preferences in the Program's settings.

6.3 Discontinuation

VenFira reserves the right to discontinue the Services, any feature or any part thereof, at any time. If we discontinue a paid Service, we will provide at least 90 days' notice and, at our option, either continue service until the end of Your current billing period or provide a pro-rata refund.

7. Third-Party Services and Content

7.1 Third-Party Integrations

The Services may integrate with or link to third-party services, including but not limited to:

- Music streaming platforms
- Wearable device platforms (Apple Watch, etc.)
- Health data APIs (Apple HealthKit, CoreMotion)
- Payment processors (LemonSqueezy, Stripe, Apple In-App Purchase)
- Cloud services

Your use of third-party services is governed by their respective terms and privacy policies. VenFira is not responsible for the availability, accuracy, content, policies or practices of any third-party service.

7.2 Third-Party Content

Any third-party content (including music, images, text or other materials) accessed through or in connection with the Services is the responsibility of the third party that provides it. VenFira does not endorse, guarantee or assume responsibility for any third-party content.

7.3 Links

The Services may contain links to third-party websites. These links are provided for convenience only. VenFira does not endorse or assume responsibility for the content or practices of linked websites.

8. Warranty Disclaimer

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VENFIRA DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ACCURACY.

WITHOUT LIMITING THE FOREGOING:

- (a) VENFIRA DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE;
- (b) VENFIRA DOES NOT WARRANT THE ACCURACY OR RELIABILITY OF ANY AI-GENERATED ANALYSIS, INCLUDING BPM DETECTION, KEY DETECTION, GENRE CLASSIFICATION, CUE POINT ANALYSIS OR VOCAL DETECTION;
- (c) VENFIRA DOES NOT WARRANT THAT BIOMETRIC FEATURES WILL ACCURATELY REFLECT YOUR PHYSIOLOGICAL STATE;
- (d) VENFIRA DOES NOT WARRANT THE QUALITY, SUITABILITY OR ARTISTIC MERIT OF ANY AI-GENERATED MIXING DECISIONS OR TRANSITIONS; AND
- (e) ANY CONTENT OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK.

For UK and EEA consumers: Nothing in these Terms affects Your statutory rights. The Services shall perform substantially as described, be fit for purpose and be of satisfactory quality.

For Indian consumers: Nothing in these Terms excludes or limits Your rights under the Consumer Protection Act, 2019.

9. Limitation of Liability

9.1 Exclusion of Certain Damages

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VENFIRA, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, DATA, USE OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH:

- (a) YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICES;
- (b) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON OR RELATED TO THE SERVICES;
- (c) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR CONTENT OR DATA;
- (d) ANY AI-GENERATED ANALYSIS, MIXING DECISIONS OR RECOMMENDATIONS;

- (e) ANY BIOMETRIC DATA PROCESSING OR ADAPTATION; OR
- (f) ANY OTHER MATTER RELATING TO THE SERVICES.

9.2 Cap on Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF VENFIRA FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES SHALL NOT EXCEED THE GREATER OF: (i) THE TOTAL AMOUNT PAID BY YOU TO VENFIRA IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (ii) US\$10.00.

9.3 Exceptions

Nothing in these Terms excludes or limits VenFira's liability for:

- (a) Death or personal injury caused by negligence;
- (b) Fraud or fraudulent misrepresentation;
- (c) Any liability that cannot be excluded or limited by applicable law; or
- (d) Any breach of Your statutory rights as a consumer (where applicable).

10. Indemnification

To the extent permitted by applicable law, You agree to indemnify, defend and hold harmless VenFira and its affiliates, officers, directors, employees, agents and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising from:

- (a) Your use of the Services;
- (b) Your violation of these Terms, the EULA or any applicable law;
- (c) Your violation of any third-party right, including intellectual property, privacy or publicity rights;
- (d) Any Content You submit, post or transmit through the Services;
- (e) Any mix recordings You create, distribute or publicly perform using the Services; or
- (f) Any claim that Your use of the Services caused damage to a third party.

11. Dispute Resolution

11.1 Governing Law

(a) These Terms shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws principles.

(b) For UK and EEA consumers: The laws and courts of Your country of residence will apply to any disputes arising out of or relating to these Terms.

(c) For US users: See Section 11.3 for arbitration provisions.

(d) For Indian consumers: You may seek resolution through the applicable Consumer Disputes Redressal Forum under the Consumer Protection Act, 2019.

11.2 Informal Resolution

Before initiating any formal dispute resolution proceedings, You agree to first contact us at legal@thepocketdj.com and attempt to resolve the dispute informally for at least 30 days.

11.3 Arbitration (United States Users)

(a) To the extent permitted by applicable law, any dispute arising out of or relating to these Terms shall be resolved by binding arbitration rather than in court.

(b) YOU AND VENFIRA EACH WAIVE THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION, UNLESS SUCH WAIVER IS INVALID UNDER APPLICABLE LAW.

(c) Notwithstanding the foregoing, either party may seek injunctive relief in any court of competent jurisdiction to protect intellectual property rights.

(d) This arbitration provision does not apply to consumers in the UK, EEA, India, Brazil, Australia or any jurisdiction where mandatory arbitration is restricted.

11.4 Jurisdiction

Subject to the arbitration provisions above and applicable consumer protection laws, any legal proceedings arising out of or relating to these Terms shall be brought exclusively in the courts of Pune, Maharashtra, India.

12. Termination

12.1 Termination by You

You may stop using the Services at any time. To terminate Your Account, please contact support@thepocketdj.com.

12.2 Termination by VenFira

VenFira may suspend or terminate Your access to the Services immediately, without prior notice or liability, for any reason, including if:

- (a) You breach any provision of these Terms or the EULA;
- (b) You fail to pay any fees when due;
- (c) We are required to do so by law;
- (d) We reasonably believe Your conduct may cause harm to VenFira, other users or third parties; or
- (e) We decide to discontinue the Services or any part thereof.

12.3 Effect of Termination

Upon termination:

- (a) Your right to access and use the Services will immediately cease;
- (b) We may delete Your Account and associated data, subject to our Privacy Policy and applicable data retention laws;
- (c) All provisions of these Terms that by their nature should survive termination will survive, including Sections 4, 8, 9, 10, 11 and this Section 12.3;
- (d) Termination does not relieve You of any obligation to pay fees incurred before termination.

13. General Provisions

13.1 Entire Agreement

These Terms, together with the EULA, Privacy Policy and any Subscription-specific terms, constitute the entire agreement between You and VenFira regarding the Services and supersede all prior agreements, understandings and communications.

13.2 Severability

If any provision of these Terms is held to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

13.3 Waiver

The failure of VenFira to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

13.4 Assignment

You may not assign or transfer these Terms or any rights hereunder without VenFira's prior written consent. VenFira may freely assign these Terms.

13.5 Force Majeure

VenFira shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to natural disasters, war, terrorism, pandemics, government actions, network failures, power outages or third-party service disruptions.

13.6 Relationship of the Parties

Nothing in these Terms creates any partnership, joint venture, employment, agency or franchise relationship between You and VenFira.

13.7 Third-Party Rights

These Terms do not confer any rights on any third party, except as expressly stated herein.

13.8 Language

These Terms are drafted in English. If translated into any other language, the English version shall prevail in the event of any conflict.

13.9 Notices

All notices under these Terms shall be sent to:

VenFira Private Limited
Email: legal@thepocketdj.com
Website: <https://thepocketdj.com>

14. Contact Us

If You have any questions about these Terms, please contact us:

VenFira Private Limited
Email: ashok@venfira.com
Support: support@thepocketdj.com
Website: <https://thepocketdj.com>