

Terms of Service

§ 1. General provisions

1. For the purposes of these Terms of Service, the following terms (written with initial capital letter) mean:
 - a. Terms of Service: the Terms of Service available on the Platform at <https://airly.eu/docs/tos-en.pdf>, being the regulations referred to in article 8 of the Act of 18 July 2002 on the Electronic Provision of Services (Journal of Laws of 2002 No 144 item 1204 with amendments);
 - b. Service Provider or Airly: Airly sp. z o.o. with its registered office in Kraków, ul. Mogilska 43, 31-545 Kraków, entered in the Register of Entrepreneurs run by Sąd Rejonowy dla Krakowa – Śródmieście in Kraków, XI Wydział Gospodarczy Krajowego Rejestru Sądowego under the KRS number 0000639797, having NIP 676-251-42-90, REGON 365524039, being the Provider of the services available on the Platform;
 - c. Platform: a website available at www.airly.eu, owned by Airly and the Airly mobile application;
 - d. Sensor: a device created by the Service Provider, used for measuring and reading air pollution rates, gathering following data:
 - air temperature expressed in degrees Celsius,
 - humidity,
 - air quality parameters (i.e. PM1, PM2.5, PM10 and other version dependent)
 - e. User: every person using the Platform and having an ability to use the Airly API Service and Data Read Service.
2. The Terms of Service govern:
 - a. Functioning of the Platform;
 - b. Terms of the Data Read Service;
 - c. Terms of the Airly API Service;
 - d. Terms of cooperation with Approved by Airly applications;
 - e. Terms of processing personal data by the Service Provider and using Cookies within the Platform.

§ 2. Using the Platform

1. The Platform is brought to the Users with the aim of providing a modern, reliable map of air pollution. The method used by Airly is based on advanced algorithms, machine-learning and crowdsourcing.
2. Access to the Platform and using it are free of charge and as a rule do not require providing personal data.
3. The use of the Platform is not related to specific risks associated with the use of services provided by electronic means, with the exception of the risks commonly encountered when using the Internet. Irrespective of that, it is recommended to use antivirus software in order to minimize the introduction of a harmful software into the User's IT system by unauthorized persons.
4. The Users possessing a Sensor share the information about air pollution in the area of the localization of the Sensor via a commonly available map.
5. Airly sends push notifications about air quality in the location chosen by the User or in the location of the User's device to Users who agreed to receive notifications or requested notifications.
6. If you wish to purchase a Sensor, get to know the air quality in your nearest surroundings, contact us at www.airly.eu/en/contact/.
7. Sale offer of Sensors and the Data Read Service is directed at local governments and professional entities.

§ 3. Rights and obligations

1. The Service Provider reserves the right to:
 - a. temporary unavailability of the Service, due to renovation or upgrading the Platform,

- b. sending e-mails and making phone calls to the Users of the Data Read and the Airly API Service Users, in cases related to the Services, which do not constitute commercial or marketing information.
2. The User is obliged to:
 - a. use the Platform in accordance with its purpose;
 - b. refrain from actions which could negatively affect the Platform or computer systems of the Service Provider or making any interference in the Platform;
 - c. refrain from conducting hacker attacks;
 - d. refrain from providing unlawful content.

§ 4. Data Read Service

1. Data Read Service consists in reading, analyzing and processing the data collected by the Sensor and uploading it to the Platform.
2. Data Read Service is activated on business days, within 24 hours of the User's fulfillment of the technical requirements specified in § 5 of the Terms of Service and in the agreement, to which the Terms of Service constitute an annex.
3. The User possessing the Sensor allows the Service Provider to publish his or her geographical coordinates and the Sensor's address (street name and number of the building) in the Platform, available via maps.google.com (or other similar geographical data provider). Airly ensures that publishing the Sensor's address does not involve processing or publishing any data enabling to identify the User directly or indirectly (personal data).
4. Temporary unavailability of the Platform resulting from circumstances independent from the User, especially from making necessary repairs or improving its operation, force majeure, natural disasters or hacker attacks entitles the User to use the Platform for an additional number of days, equal to the number of days in which the User lost the ability to use the Data Read Service.
5. To ensure correct functioning of the Service, the User is obliged to
 - a. provide the Sensor with electric power (230 V);
 - b. provide access to WiFi (2,4 GHz, WPA/WPA2 protected) or GSM network (depending on the sensor model);
 - c. informing the Service Provider about intention to change the Sensor's location.

§ 5. Airly API Service

1. The Airly API Service consists in free of charge or paid access to the API (application program interface) and to the archived data regarding last 24 hours, current data and predictions for the next 24 hours from Sensors and data received by Airly from other entities on the basis of the separate agreements.
2. The Airly API Service is provided on the terms set forth in the Airly API Service Terms available at <https://airly.eu/docs/api-tos-en.pdf>.

§ 6. Approved by Airly applications

1. Airly supports applications with innovative and attractive features, that are not used in applications provided by Airly (Approved by Airly applications).
2. The assessment of the innovative and attractive nature of application's functionalities belongs exclusively to Airly.
3. Support for Approved by Airly applications may include, in particular, sharing information about these applications on the information channels used by Airly and on airly.eu
4. Detailed rules for supporting Approved by Airly applications are specified in a separate agreement.

§ 7. Minimum technical requirements

1. To use the Platform, the User has to possess:
 - a. a PC, a smartphone with the latest software updates installed (iOS ver. 9.3 or newer and Android ver. 4.1 or newer), a tablet or other mobile devices used for browsing the websites;
 - b. an active internet connection;
 - c. an up-to-date version of Firefox, Chrome, Safari or Microsoft Edge;

- d. enabled Javascript, frames and CSS styles.

§ 8. Service Provider's liability

1. The Service is of only informational and educational nature. The data provided aim to increase the social awareness concerning the dangers of air pollution, through localizing the sources of pollution and predicting the air quality, basing on the artificial intelligence algorithms. The data provided within the Platform cannot form grounds for deciding on using or abstaining from using air pollution masks and on staying or leaving the house, especially for children, elderly people or people suffering from respiratory or cardiac diseases. The Platform's algorithms cannot match up to human intelligence and for that reason, common sense must be applied while using it.
2. The Service Provider is not liable for the results of any decisions made by the Users basing on the data provided by the Service.
3. The Service Provider is not liable for the User's gross negligence causing insufficient protection of the WiFi or GSM network to which the Sensor is connected, resulting in the Sensor's malfunctions.
4. Even though highest standards of security were applied in securing the Airly's server, the Service Provider is not liable for temporary and unexpected malfunctions of the Service caused by hacker attack, random circumstances, natural disasters, force majeure or other circumstances beyond Airly's control.

§ 9. The complaint handling policy

1. The User may contact Airly using e-mail address contact@airly.eu or the contact form 24 hours a day, seven days a week. Airly responds during working hours from Monday to Friday, with the exception of days that are statutorily considered as public holidays.
2. The User may submit a complaint by sending a message to the following e-mail address contact@airly.eu.
3. A complaint should contain:
 - a. login details for the Airly API system or the date of the contract conclusion and the indication of the party;
 - b. a description of the defect in the operation of the service and the possibly exact time of its occurrence.
4. The complaint will be considered by Airly within 14 working days of its submission. In the event of an inaccurate description of the defect, Airly may request clarification of the complaint and the course of a time limit starts on the day of the completion of missing information.
5. The lack of response on the Airly's side within 14 days is considered as an acceptance of the complaint, unless the request contained therein is obviously unjustified or grossly excessive.

§ 10. Dispute resolution

1. The User who is a consumer has the right to use out-of-court complaint handling and claiming. Among other things, such User has the right to apply to a permanent amicable consumer court to resolve a dispute arising from a concluded agreement.
2. In the event of disputes, Airly encourages amicable solutions, in particular by means of the platform <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=PL>
3. Detailed information on out-of-court redress methods is available on the website at uokik.gov.pl.
4. Airly declares that it does not apply the code of good practices referred to in the Act of 23 August 2007 on counteracting unfair market practices.
5. Potential litigations will be subject to the jurisdiction of the court of Airly, except when the User is a consumer.

§ 11. Personal data protection and cookies policy

1. The User is required to familiarize himself/herself with Airly's personal data processing policies and the rules of using cookies available in the Privacy Policy, which can be found at <https://airly.eu/docs/pp-en.pdf>.
2. The User is obliged to apply appropriate organizational and technical measures to minimize the risk of loss of integrity, confidentiality and availability of personal data.

§ 12 Right of withdrawal

1. The User who is a consumer is entitled to withdraw from the agreement without giving any reason within 14 days of the conclusion of the agreement.
2. In order to withdraw from the agreement, the User who is a consumer must make a statement to Airly. For this purpose, the User may use a model statement: "Being aware of the consequences of withdrawal, I hereby declare that by virtue of my right I withdraw from the agreement between me and Airly sp. z o.o.", but this is not obligatory.
3. In case of a paid Service, Airly shall reimburse the User for any costs incurred by the User directly related to the conclusion of the agreement.

§ 13. Final provisions

1. The Terms of Service will come into force on 23.01.2020.
2. In the event that any of the provisions of the Terms of Service proves to be invalid, ineffective, illegal or unenforceable in whole or in part, this circumstance will not affect the validity of the remaining provisions of the Terms of Service.
3. To matters not covered by the Terms of Service, the provisions of Polish law shall apply. In case of Users who are consumers, the choice of law does not deprive the protection granted under the provisions that cannot be excluded by an agreement under the law of the country in which the consumer has his or her habitual residence.
4. The Service Provider reserves the right to make changes in the Terms of Service due to important reasons, after informing the Users via the Platform's website and e-mail, not later than 14 days before coming into force of planned changes.
5. Before the amendments to the Terms of Service enter into force, the User of the Data Read Service or the Airly API Service might object to the proposed changes and terminate the Data Read Service agreement (subscription agreement).