

## **AIRLY API SERVICE TERMS**

### **§ 1.**

#### **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 Service is provided generally free of charge, with the aim of increasing Users' innovative possibilities and so as to facilitate achieving our common goal - eliminating air pollution.
3. Airly does not allow the use of the Airly API Service on websites, platforms or mobile applications that conduct competitive activities (commercial or non-commercial).
4. The Airly API as a database, as well as each of the data contained therein, is the property of Airly. Data collected in the Airly API are protected by the law under the Act of 27 July 2001 on the protection of databases (Journal of Laws of 2001 No. 128, item 1402) (hereinafter referred to as: the 'Database Protection Act').
5. The use of Airly API contrary to the provisions of this Airly API Service Terms (hereinafter referred to as the 'Terms') and the will of Airly may be the basis for suing the person, who is unlawfully using the data, for compensation for the damage caused, in accordance with the general rules or by paying a sum of money equivalent to twice, and in case of culpable violation- three times the appropriate remuneration, which at the time of claiming it, would be due for granting permission to use the database.
6. The User has no right to resell the data or databases obtained from the Airly API, or to make them available to third parties free of charge or for a fee, unless a separate agreement provides otherwise and indicates how access to the data or databases shall be provided.
7. The User does not have the right to create his own database using data obtained from the Airly API databases or to distribute it in any way. This provision does not exclude the rights of the User arising directly from the Database Protection Act.

### **§ 2.**

#### **Free-of-charge use of the Airly API Service**

1. The Airly API Service is available free of charge to persons who are consumers, who are at least 16 years old at the time of the User's account registration and for entrepreneurs up to the number of inquiries specified in § 2 section 6 (hereinafter referred to as: the 'User').
2. The conclusion of the agreement concerning the provision of the Airly API Service and account maintenance begins after clicking on the activation link, which the User receives to the e-mail address provided during registration.
3. The Token is generated individually for each User. The User agrees not to share the Token with third parties. Sharing the Token is a violation of the Terms of Service and may result in a deletion of the User's account and disabling User's access to the data shared via Airly API.
4. The User may use only one Token and is not allowed to use Tokens from other Users.
5. The User may have only one account.
6. The Users agrees not to exceed a daily number of inquiries sent to the Airly API server, i.e. 100 requests per day. The number of inquiries remaining to be used is visible to the User in the header (x-ratelimit-remaining-minute or x-ratelimit-remaining-day) of the server response.
7. If the number of inquiries is exceeded, the User's Token will be temporarily suspended until the Airly API counter is reset (refreshed once a day, always at the same time), the User will be informed by the Server's response code about violations of the Airly API.
8. Airly reserves the right to block the access key. The decision of Airly is communicated by e-mail to the e-mail address provided during account registration. The appeal against the decision may be submitted by sending an email to [apisupport@airly.eu](mailto:apisupport@airly.eu). The appeal will be processed within 14 working days.
9. The Users, who generated a Token are responsible for using it in compliance with the law, principles of social coexistence, in a way that refrains from violating third parties' rights, in accordance with the Terms of Service and with a due care for the reliability of the information presented. The User is fully responsible for his or her actions within the Platform and outside of it, while using the data shared via Airly API and for the actions of people, who gained access to his or her Token as a result of the negligence of the User.

10. The Service Provider reserves the right to refuse giving access to the data if there is a justified assumption, that the Airly API Service could be used in a way that violates the law, principles of social coexistence, the goal of the Platform or the interests of the Service Provider and third parties.
11. The User may resign from the Airly API Service and maintaining the User's account at any time by sending a message to the following e-mail address: [apisupport@airly.eu](mailto:apisupport@airly.eu). The User's account and the User's personal data provided during registration will be deleted within 7 days of requesting to delete them.

### **§ 3. Commercial use and increasing the access limit**

1. In order to increase the basic access limit to Airly API, the User should contact Airly so as to establish the terms of cooperation by sending a message to the following e-mail address: [contact@airly.eu](mailto:contact@airly.eu). The limit is increased for a fee, on the basis of separate arrangements.
2. In order for Airly API data to be used by entities operating for profit, Airly must be contacted before the data is used for the first time so as to establish the terms of cooperation.
3. The commercial use of Airly API data is governed by a separate agreement under which Airly licenses the User to access and use Airly API data for specific purposes.

### **§ 4.**

#### **Using the Airly API Service for scientific purposes**

1. Airly provides archival data up to a limit of 1 000 000 inquiries for scientific purposes under a separate agreement with the User.
2. The agreement is concluded for a definite period, not longer than 24 months.
3. In connection with the provision of archival data for scientific purposes, the User is obliged to mark Airly as a research partner in all publications and other materials produced in relation to the conducted research in which data obtained from Airly was used.
4. Historical data may not be used for the purpose of comparative tests with other manufacturers of equipment used to measure and read values of air pollution.

### **§ 5.**

#### **Prohibited practices**

1. Airly does not agree to the following practices in connection with the use of the API:
  - a. using data on portals conducting competitive activity;
  - b. using data for commercial purposes without concluding an appropriate agreement;
  - c. creating accounts using other e-mail addresses;
  - d. creating more than one account per entity;
  - e. creating accounts for third parties (natural or legal);
  - f. creating an account using data of a given natural person for the purposes of a legal person, organization or Internet portal;
  - g. creating an account using data of a consumer for purposes of the trader;
  - h. creating products or portals through related Airly API User accounts;
  - i. making archival data (older than the data from the last 24 hours) available in any way;
  - j. sharing the access key with third parties, unless the parties agree otherwise in a separate agreement;
  - k. suggesting any relationship between Airly and the offer or content presented on the website of the User;
  - l. using the data in a manipulative or deceptive manner;
  - m. using data in a manner that compromises Airly's reputation;
  - n. using the data in a manner contrary to law, morality, or in other unethical manner.
2. In the event that Airly detects that the User has violated or is attempting to violate the Terms, or has engaged in any practice considered prohibited, or has used Airly's data for illegal purposes or contrary to the rules of social coexistence, Airly reserves the right to block the use of the data by the User or refuse to create an account. Airly will inform the User about the reason for blocking access to the data or for refusing to create an account within 48 hours of the decision. The User may appeal against the decision by sending an e-mail to [apisupport@airly.eu](mailto:apisupport@airly.eu). Airly reserves the right to pursue claims against persons whose actions could have caused damage to Airly's assets.

3. The provisions of section 2 above shall apply mutatis mutandis if:
  - a. the User takes action against Airly;
  - b. it is highly probable that the access key will or is being used contrary to the Terms;
  - c. the access key is likely to be or is being used by entities that have violated the Terms in the past or publicly stated that they will use the API in a manner inconsistent with the Terms. This provision applies accordingly to entities related to the entities referred to in the previous sentence;
  - d. the User conducts activities of doubtful social ethics, in particular those contributing significantly to the creation of smog.

#### **§ 6.**

##### **Use of Airly data**

1. The User using Airly's data is obliged to present it reliably and, in particular, is obliged to:
  - a. provide the source of the data in an unambiguous manner;
  - b. provide the exact time of the measurement used;
  - c. not modify the presented data or in a clear and understandable way for third parties indicate what modification has been introduced;
  - d. indicate in a clear and comprehensible manner to third parties the scale used to determine air quality;
  - e. state the source of the Airly API data that are used;
  - f. place a link to the [map.airly.eu](https://map.airly.eu) Platform and the Airly logo near the data used (as defined in § 7), in a way that leaves no doubt which of the presented data comes from the Airly API.
2. In the event of doubt, Airly decides whether the data is presented in a fair manner.
3. It is prohibited to present data in a manner that suggests a connection between Airly and the person holding legal title to the domain or website to which the domain refers, on which Airly data is used.

#### **§ 7.**

##### **Use of the Airly logo**

1. Airly grants to the Airly API User a territorially unlimited, non-exclusive license to use the Airly logo, which, together with its terms of use, is available for download at the following address: <https://airly.eu/en/presskit/>.
2. The license referred to in section 1 authorizes a Recipient who uses the Airly API as part of his or her project, to place the Airly logo next to data from the Airly API so that it is visible to any potential website visitor and clearly indicates the relationship between the Airly API and Airly.
3. As a condition of use of the Service set forth in paragraph 1, section 1, no matter whether the use of the Service is commercial or non-commercial, the User has to place the Airly logo in the manner and under the conditions specified in this paragraph.
4. Airly does not agree to interfere with the integrity of the logo or make any modifications to it.

#### **§ 8.**

##### **Using the Airly Widget**

1. The User is authorized to use the functionalities of the [airly.eu/map](https://airly.eu/map) platform in the form of a graphical element of the user interface (Widget Airly) subject to prohibited practices:
  - a. The Airly Widget must not be presented on sites presenting illegal content, violating personal rights of other entities, contradicting the values that Airly is guided by or presenting other content which, if linked to the Airly Widget, may violate the interests of Airly;
  - b. The Airly Widget must not be placed on a website in an unobtrusive location, or where users of the website do not normally reach;
  - c. The Airly Widget must not be modified in any way;
  - d. The Airly Widget must not be covered in whole or in part;
  - e. The Airly Widget must not be presented in such a way that implies a connection between Airly and a subscriber of the website or the content and advertisements presented on the website.
2. In the event of a breach of section 1, the User using the Airly Widget must remove the Airly Widget at Airly's first request.

**§ 9.**

**Final provisions**

1. Rules of Procedure in the version of 23.01.2020.
2. To matters not regulated in the Airly API Service Terms, the provisions of the Terms of Service available at <https://airly.eu/docs/tos-en.pdf> shall apply.
3. The capitalised provisions shall have the meaning given to them in the Terms of Service, referred to in section 2 above, unless otherwise defined in the Terms.