

Terms of Service

§1 General provisions

1. For the purposes of these Terms of Service, the following terms mean:
 - a. Terms of Service: the Terms of Service available at <https://airly.eu/docs/tos-en.pdf>
 - b. Service Provider: Airly Sp. z o.o. are processed by Airly Sp. z o.o. Aleja Pokoju 1A, 32-548 Kraków, KRS 0000639797, NIP 676-251-42-90, REGON 365524039
 - c. Sensor: a device created by the Service Provider, used for measuring and reading air pollution rates, gathering following data: temperature (C), humidity, air pressure, concentration of PM2. and PM10
 - d. Service: the website available at www.airly.eu, owned by Airly sp. z o.o.
 - e. User: every person using the Service
2. The Terms of Service govern:
 - a. Functioning of the www.airly.eu Service
 - b. Terms of the [Data Read](#) Service
 - c. Terms of the [Airly API](#) Service
3. The following Terms of Service are the Terms of Service in the meaning of the the Electronic Provision of Services Act of 18.07.2002 (Dz.U. 2002 Nr 144, poz. 1204 with subsequent changes)

§2 Using the Service

1. The Service is brought to the Users with the aim of providing a modern, reliable map of air pollution. The method used by Airly sp. z o.o. is based on advanced algorithms, machine-learning and crowdsourcing.
2. Access to the Service and using it are free of charge.
3. The Users possessing a Sensor share the information about air pollution in the area of the Sensor via a commonly available map.
4. If you wish to purchase a Sensor, get to know the air quality in your nearest surroundings, contact us: www.airly.eu/en/contact/
5. Current sales of Sensors and the Data Read Service is directed at local governments and professional parties.

§3 Rights and obligations

1. The Service Provider reserves the right to:
 - a. Temporary unavailability of the Service, due to renovation or upgrading the Service, after informing the Users of the Data Read Service at least 5 days before the planned works.
 - b. Sending e-mails and making phone calls to the Users of the Data Read and the API Service Users, in cases related to the Services;
2. The User is obliged to
 - a. Use the Service in accordance with its purpose;
 - b. Refrain from actions which could affect negatively the Service or computer systems of the Service Provider or interfering in any way in the Service.

§4 Minimum technical requirements

1. To use the Service, the User has to possess:

- a. a PC, a smartphone with the latest software updates installed, a tablet or other mobile devices used for browsing the Internet;
- b. an internet connection;
- c. an up-to-date version of Firefox, Chrome, Safari or Microsoft Edge;
- d. installed Adobe Flash Player plug-in and enabled Javascript, frames and CSS styles.

§5 Service Provider's liability

1. The Service is of only informational nature. The data provided aim to increase the social awareness resulting from the dangers of air pollution, through localising the sources of pollution and predicting the air quality, basing on AI algorithms. The data provided cannot form grounds for deciding on using or abstaining from using air pollution masks, especially for children, elderly people or people suffering from respiratory or cardiac diseases. The Service's algorithms cannot match human intelligence and for that reason, common sense must be applied;
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 User's negligence causing insufficient protection of the WiFi network to which the Sensor is connected, resulting in the Sensor's malfunction;
4. Even though highest standards of security were applied in securing the server, the Service Provider is not liable for temporary and unexpected malfunction of the Service caused by hacker attack, random circumstances, forces of nature or vis maior.

§6 Privacy Policy

1. Using the Services does not generally require the User to provide personal data.
2. The data given to the Service Provider during the registration for the use of Airly API and during competitions organized by Airly Sp. z o.o. are processed by Airly Sp. z o.o. Aleja Pokoju 1A, 32-548 Kraków, KRS 0000639797, NIP 676-251-42-90, REGON 365524039, basing on the Data Protection Law of 29.08.1997 (Dz.U. 1997 nr 133 poz. 883 with subsequent changes) and the Electronic Provision of Services Act of 18.07.2002 (Dz.U. 2002 Nr 144, poz. 1204 with subsequent changes).
3. Although the provision of personal data by the User is voluntary, the refusal to do so might make the User unable to access the Service.
4. The Service Provider is the sole Data Administrator.
5. The User has the right to view, change or delete his personal data at any moment, except at times of temporary unavailability of the Service caused by works aiming to sustain the system's infrastructure or by other temporary malfunctions, independent from the Service Provider.
6. Users' personal data is not transferred to any other parties, except governmental agencies entitled to requesting such data.

§7 Scope of processed data

1. The use of the contact form, provided at www.airly.eu/en/contact/ requires the user to provide his data necessary for contacting him by the Service Provider, especially his name and surname, e-mail address and/or phone number.
2. The user who signs up for the Airly API service via the contact form provides his e-mail address.

§8 Cookies and server logs

1. In order to facilitate using the Service and monitor its use, the Service Provider uses Cookies – data saved by the Service's server, a hosting operator Amazon Web Services (AWS) on the User's computer or a mobile device.
2. The Service uses two types of Cookies:
 - a. Session cookies – temporary files, saved on the User's device until he signs out, leaves the website or shut downs the browser;
 - b. Permanent cookies – saved on the User's device for the time specified in their parameters or until deletion by the User
3. The Cookies are not used to collect any data about the users visiting the Service. The User may at any time turn off accepting cookies in his internet browser, however that might cause malfunctions in using the Service
4. The links to guides concerning turning off cookies in the most popular browsers are presented below:
 - a. [Chrome](#)
 - b. [Firefox](#)
 - c. [Safari](#)
 - d. [Microsoft Edge](#)
5. The cookies are used to:
 - a. Create statistics helping understand the use of Service in order to improve its content;
 - b. Maintaining the User's session, thanks to which signing in every time is not required;
 - c. Personalizing the commercials presented by Google, following the establishment of User's profile and transferring them to the Service's partner
6. Collected server logs, including, among others, User's IP address, time of request, first line of the http request, code of the http answer, number of bytes sent by the server, information about the User's browser, information about errors occurring during the http transaction information about the device are stored indefinitely.
7. The administrator might use that date to create statistics helpful in administering the Service and improving its quality. That data is general and does not include data enabling User's identification. The data is not transferred to other parties.

§9 Dispute resolution

1. In case of any disputes, the Service Provider encourages amicable solutions.
2. Potential litigation will be subject to the User's jurisdiction

§10 Final provisions

1. The Terms of Service will come into force on 14.01.2017.
2. The Service Provider reserves the right to alter the Terms of Service, after informing the Users via the Service's website and e-mail, not later than 14 days before the planned changes.
3. The User of the Data Read Service or the Aairy API Service might refuse the proposed changes and terminate the Data Read Service agreement
4. In cases not included in the Terms of Service, the provisions of generally binding law are applied.