Airly API
Terms of Service

§ 1 General Provisions and definitions

1. These Terms of Service constitutes an appendix to General Terms of Service and the terms written in capital letters should be understood accordingly.
2. In these Terms of Service, the following terms, which are written in capital letters, shall be understood as follows:
     a. "Account" – Client's account on the Platform, enabling access to the API;
     b. "API" – application program interface that allows the Client to download and use data stored in Database upon these Terms of Service;
     c. "API-Key" – Service access key.

§ 2 Conclusion of the Service agreement with an obligation to pay

1. The Service agreement with an obligation to pay is concluded through the Platform by the Client and Airly after choosing one of the available Plans from the Pricing.
2. The Service agreement shall be concluded, depending on the chosen Plan and billing method chosen by the Client, for an indefinite or fixed period of time equivalent to the Subscription Period specified in the Plan. The Service agreement concluded for the fixed period of time may be extended for another fixed period of time under the conditions specified in the § 4.
3. In order to enter into the agreement involving obligation to pay, the Client must complete an order via the Platform, fill out an order form and choose a method of payment, and then confirm and send the order by pressing the button "Order and pay". Pressing the button "Order and pay" means an order with payment obligation and entering in a Service agreement according to GTS and Terms of Service.
4. The Client will receive an e-mail confirming the specification of the order, Plan and price.
5. The Client is required to pay the fees for the selected Plan in a monthly billing cycle or in advance for the duration of Subscription Period.
6. Please note that Airly will begin to provide the Service upon receipt of the full price for the Services, specified in the order confirmation. Client should transfer the full price specified in the order confirmation as soon as he/she receives it, but no later than in 5 days. If Client will not pay for his/her order within 5 days, Airly will give the Client a subsequent period of time, no less than 5 days, to pay for the order. In case of failure to pay within the given subsequent period of time, the agreement is considered not concluded.
7. After receipt of the full price for the Services, Airly will send the Client an e-mail with the Account activation link. After clicking the mentioned link, the Client will be given access to the Account through which, he/she will have access to the individual API-Key and the ability to copy it.

§ 3 Conclusion of the free-of-charge Service agreement

1. The free-of-charge Service agreement is concluded through the Platform by the Client and Airly after choosing relevant Plan from the Pricing or through the website: https://developer.airly.eu/login.
2. The Service agreement shall be concluded for an indefinite period of time.
3. In order to enter into the agreement the Client must create the Account by him/herself through the given order form or through the applications (e.g. social network accounts) indicated by the Service Provided.
4. The Client (regardless of the chosen method of creating the Account) must fill out an

order form, providing inter alia Client's intended manner and purpose of using the Service.

5. The Client who has chosen to create the Account by him/herself, after successful filling out the order form, will receive an e-mail with the Account activation link. After clicking the mentioned link, the Client will be given access to the Account through which, he/she will have access to the individual API-Key and the ability to copy it.

6. The Client who has chosen to create the Account through the applications indicated by the Service Provider, after successful filling out the form, will be given access to the Account through which, he/she will have access to the individual API-Key and the ability to copy it.

§ 4 Ordering the Service for the next Subscription Period

1. Airly will inform, via e-mail, the Client who has chosen to pay for the Subscription Period in advance, about the end date of the current Subscription Period, the fees for the Service for the next Subscription Period and the details about ordering the Service for the next Subscription Period, within 30 days before the end date of the current Subscription Period.

2. The Client who paid for the current Subscription Period of the Service in advance, will receive (in the e-mail referred to in paragraph 1) the pro-forma invoice including the fee for the next Subscription Period, whose duration will be equal to the current Subscription Period. Payment of the mentioned pro-forma invoice is recognized as a declaration of will to conclude the Service agreement for the next Subscription Period.

3. The Client who wishes to change the method of payment from advance payment to monthly billing cycle, or to change the duration of the next Subscription Period (according to the current Plans available on the Platform) should contact the Service Provider.

§ 5 Monthly billing

1. The agreement with the Client who has chosen to pay for the Service in the monthly billing cycles, is concluded for the indefinite period of time.

2. Fees are charged on a monthly basis on the calendar day on which the provision of the Service has started (monthly billing period). In certain cases, billing dates may change, e.g. if payment has not been successfully made or if, for other reasons, the Service has started on a date other than the month in which the payment was made.

§ 6 Service

1. The Service includes:
    a. an access to the data stored in the Database through the API;
    b. a license to use the Database on the basis set out in § 7;
    c. a license to use the API on the basis set out in § 7;
    d. maintenance of the Account;
    e. other features provided for in the chosen Plan.

2. The API-Key is generated individually for each Client. The Client is obliged not to share the API-Key with third parties. Sharing the API-Key is a violation of the Terms of Service and may in particular result in a deletion of the Client's Account and disabling Client's access to the data shared via API.

3. The Client may have only one Account and use only one API-Key. It is not allowed to use API-Keys from other Clients.

4. The Client is obliged not to exceed a specified in the chosen Plan daily number of inquiries sent to the API. The number of inquiries remaining to be used is visible to the Client in the API's response header (x-ratelimit-remaining-minute or x-ratelimit-remaining-day).

5. If the number of inquiries is exceeded, the Clients's API-Key will be temporarily suspended until the API counter is reset (refreshed once a day, always at the same time), the Client will be informed about violations of the Terms of Service regarding daily number of inquiries sent to API.
6. Notwithstanding other provisions of the agreement, in case of breach of Terms of Service or GTS, Airly reserves the right to block the API-Key.
7. The Clients, who generated the API-Key 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 GTS, and with a due care for the reliability of the information presented. The Client is fully responsible for his or her actions within any feature of Service, while using the data obtained via API and for the actions of people, who gained access to his or her API-Key as a result of the negligence of the Client.
8. Airly reserves the right to refuse giving access to the data if there is a justified assumption, that the Service could be used in a way that violates the law, principles of social coexistence, the goal of the Platform or the interests of Airly or its affiliates.

§ 7 Licenses and access to the data

1. During the course of the Service agreement, Airly grants the Client a non-exclusive, territorially unlimited, license to use API for the purpose of using the Service.
2. During the course of the Service agreement the Client is entitled to use the data stored in the Database without territorial restrictions, for any of Client's business or pro-bono activities, subject to provisions of paragraph 5 below.
3. The access to the data stored in the Database, includes archival data regarding last 24 hours, current data and predictions for the next 24 hours, collected by Sensors and data received by Airly from other entities.
4. The Database is 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'). Basing on the Data Protection Act, the use of Database contrary to the provisions of these Terms of Service may be the basis for suing the person 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.
5. The Client who has chosen free-of-charge Service Plan is in particular forbidden to:
    a. resell the data or Database obtained within the API;
    b. make them available to third parties free-of-charge or for a fee;
    c. create his/her own database using data obtained from the Database or to distribute it in any way;
    d. use of the API, data or Database obtained within the API on any websites, platforms or mobile applications (commercial or non-commercial);
    e. use API, data or Database for any commercial purposes (directly or indirectly).
6. The provisions of paragraph 5 above, do not exclude the rights of the Client arising directly from the Database Protection Act.

§ 8 Prohibited practices

1. Upon these Terms of Service, following are considered as prohibited:
    a. using data on websites, portals and/or mobile applications conducting competitive activity to the Airly;
    b. creating Accounts using other e-mail addresses;
    c. creating more than one Account per Client;
    d. creating Accounts for third parties (natural or legal);

e. creating an Account using data of a given natural person for the purposes of a legal person, organization or other entity;

f. creating an Account using data of a consumer for purposes of the trader;

g. sharing the API-Key with third parties;

h. suggesting any relationship between Airly and the person holding legal title to the domain, website to which the domain refers, portal or mobile application on which Airly data is used;

i. using the data in a manipulative or deceptive manner;

j. using data in a manner that compromises Airly's reputation;

k. using the data in a manner contrary to law, morality or in other unethical manner.

2. In the event that Airly detects that the Client has violated or is attempting to violate the Service agreement, 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 Client or refuse to create an Account. Airly will inform the Client about the reason for blocking access to the data or for refusing to create an Account within 48 hours of the decision.

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

§ 9 Use of Airly data

1. The Client using Airly's data is obliged to present it reliably and, in particular, is obliged to:
   a. indicate Airly as 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. place a link to the Platform and the Airly logo near the data used, in a way that leaves no doubt which of the presented data comes from Airly.

2. In the event of doubt, Airly decides whether the data is presented in a fair manner [the provision does not apply to the agreement concluded with the Consumer].

§ 10 Use of the Airly logo

1. During the course of the Service agreement, Airly grants the Client a non-exclusive, territorially unlimited license to use the Airly logo for the purpose of performing Client's obligations specified in § 9 paragraph 1(e).

2. Airly logo is available for download on the Platform.

3. Airly does not agree to interfere with the integrity of the logo or make any modifications to it.

§ 11 Termination

1. The Client who has chosen to pay for the Service in the monthly billing cycles, may terminate the Service agreement at any time, with the Service provided until the end of the monthly billing period. Termination of the agreement is made by disconnecting the payment card. To disconnect the payment card, Client must contact Airly.
2. The Client who has chosen free-of-charge Service Plan may resign from the Service at any time.

§ 12 Final provisions

1. These Terms of Service enter into force on 13th of July 2020.
2. The liability of the Service Provider towards the Client, who has chosen to pay for the Service in the monthly billing cycles, in connection with the Service is in any case limited to the value of the last fee paid by the Client for providing the Service.
3. The liability of the Service Provider towards the Client, who has chosen free-of-charge Service Plan, is excluded.
4. The provisions of the paragraphs 2 and 3 above, do not apply to the agreement concluded with the Consumer.
5. In matters not covered with these Terms of Service, the provisions of the General Terms of Service are applicable.