

Data Read Service Terms of Service

§ 1 General Provisions

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. The Service agreement may be concluded only by the Client who is a lawful owner of the Sensor or other person who has other legal title to the Sensor, enabling him/her to conclude the agreement.
3. Only one agreement may be concluded with regard to one Sensor.

§ 2 Service agreement

1. In order to enter into the agreement and start using the Service, the Client must accept these Terms of Service, fill the installation form and register the Sensor at <https://installation.airly.org/>.
2. The agreement shall be concluded for an indefinite period of time, subject to the provisions of the paragraph 3 below.
3. Airly will provide the ability to use the Service for each Sensor throughout the duration of the warranty period regarding a particular Sensor.
4. The Service is free of charge.
5. The Client will receive an e-mail confirming the conclusion of the agreement.
6. In order to provide the highest quality Services and to ensure the highest possible accuracy of the Map, Airly reserves the right to refuse to provide the Service, in particular by not connecting Sensor to the Map, or to terminate the agreement in relation to Sensors not covered by the warranty.

§ 3 Service

1. Service includes:
 - a. set up activities i.e. activation of the Service, remote calibration of Sensor to the particular location, connecting Sensor to the Map, and SIM card activation;
 - b. maintaining the display of the Sensor on the Map;
 - c. reading, analyzing and processing the data collected by the Sensor and uploading it to the Map.
2. Sensor, depending on type, upon connecting to Map, measure and then send the data to Airly. The obtained data are sent, saved and aggregated in the Database, and then processed, calibrated, analyzed and made public in a graphic and numerical form on the Map, publishing Sensor's geographical coordinates.
3. The Sensor will appear on the Map no later than 10, typically 3, business days since the successful installation as set out in § 2 paragraph 1.
4. Contact details provided in the installation form are considered as the sole contact details for the purpose of performing Airly's obligations arising from the warranty.
5. For the avoidance of doubt, the parties conclude that:
 - a. Airly is the only owner of the data collected from the Sensor;
 - b. Airly is the only entity entitled to dispose of the graphic presentation of the Sensor on the Map, including but not limited to sale, rent, lease, mark with any word or graphic symbols, or taking any other action regarding the mentioned graphic presentation of the Sensor. Aforementioned rights are not related to any Airly's

obligation towards Client to provide any benefits (in particular any payment liabilities).

§ 4 Sensor Usage

1. The correct performance of the Service demands cooperation from the Client. For correct installation and proper use of the Service, the Client must provide:
 - a. the power source to the Sensor located maximum 2 meters from the Sensor location and continuously sustain it for the duration of the agreement;
 - b. the outdoor place (located outdoor) to install the Sensor at the height between 1,5 – 8 meters.
2. The Service is provided only for the Sensor specified in the installation form referred to in § 2 paragraph 1. Using the Service after changing the location of the Sensor requires prior informing of the Service Provider and repetition of the activities referred to in § 2 paragraph 1.

§ 5 Termination

1. This agreement may be terminated by any party at any time without a notice.
2. Client's failure to meet the provisions of the agreement (especially provisions of the § 4 paragraph 1) resulting in an inability to display the Sensor on the Map continuously for 5 days, shall be considered as termination of the agreement by the Client.
3. Not displaying the Sensor on the Map continuously by 72 hours shall be considered as termination of the agreement by Airly.

§ 6 Final provisions

1. These Terms of Service enter into force on 27th of November 2020.
2. In matters not covered with these Terms of Service, the provisions of the General Terms of Service are applicable, especially whenever GTS refers to the Terms of Service it shall be understood as a reference to these Terms of Sale.
3. The terms and conditions of use of the Map are specified in Airly Map Terms of Service.