

**AIRLY MAP
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. These Terms of Service determines the rules of the User's access and use of the Map.
3. In these Terms of Service, the following terms, which are written in capital letters, shall be understood as follows:
 - a. "User" - any person using the Map.

§ 2 Using the Map

1. The User is bound by the provisions of these Terms of Service upon commencement of using the Map.
2. The Map 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.
3. Access to the Map and using it are free of charge.
4. Airly grants the User a non-exclusive, non-transferable, territorially unlimited license to use the Map for the time it will be available on the Platform or Airly's mobile application (depending on whether the User uses the Platform or Airly's mobile application to use the Map).
5. The User's license granted upon these Terms of Service is solely intended to enable User to use the Map to obtain information about air pollution.
6. For the avoidance of doubt, following practises are considered as prohibited:
 - a. copying, translating, modifying or creating derivative works of the Map or any part thereof;
 - b. distributing or redistributing, sublicensing, publishing, renting, broadcasting, sell, assign or placing on the market in any other way, or otherwise making the Map or any part thereof available to third parties;
 - c. reverse engineering, decompiling or performing any other actions whose direct or indirect purpose is extracting the source code of the Map or any part thereof;
 - d. mass or bulk downloading the Map's content or any part thereof;
 - e. deleting, obscuring and altering the Map's content;
 - f. creating any databases based on any information obtained while using the Map;
 - g. collecting any information about other Users, Clients or Sensor's sponsors for illegal and unauthorized purpose;
 - h. publishing any content that falsely suggests that this kind of content is approved or sponsored by Airly;
 - i. breaking or circumventing any security measures;
 - j. making available, without applicable written (under the pain of nullity) permission, any content that infringes any copyright, trademark, patent, trade secret or other proprietary right of Airly or its affiliates;
 - k. violating any legal rights of others, in particular rights of privacy and publicity;

- l. making available any content that is defamatory, immoral, unethical or unlawful;
 - m. transmitting any viruses, worms, Trojan horses, defects, or other items of a destructive nature to Airly, Clients and other Users;
 - n. interfering with the proper functioning of the Map, by using any software, device or routine;
 - o. using the Map with the aim of conducting any business activities, in particular advertising, direct marketing and spamming;
 - p. accessing any prohibited areas of the Map.
7. The provisions of paragraph 6 above, do not exclude the rights of the User arising directly from the common law.
8. The User is obliged to use the Map in accordance with all applicable laws and regulations.
9. The User is responsible for the User's own conduct and content while using the Map, as well as for any consequences thereof.

§ 3 Service Provider Liability

1. The Map 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 Map 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 Map's algorithms cannot match up to human intelligence and for that reason, common sense must be applied while using it.
2. Airly is not liable for the results of any decisions made by the Users basing on the data provided by the Map.
3. Even though highest standards of security were applied in securing the Airly's server, Airly is not liable for temporary and unexpected malfunctions of the Map caused by hacker attack, random circumstances, natural disasters, force majeure or other circumstances beyond Airly's control.
4. Airly is not liable for any distortions or errors related to the data reading by Sensors, caused by the Client's failure to meet its obligations arising from the Airly Sensors Terms of Service.

§ 4 Final provisions

1. These Terms of Service enter into force on 01.01.2021.
2. In matters not covered with these Terms of Service, the provisions of the General Terms of Service are applicable.