

Airly Sensors 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. "Set up fee" – a single, non-refundable payment related to the set up activities described in § 4 paragraph 1 (a), the amount of which is determined by the Pricing and/or conditions of promotions, paid by the Client at the conclusion of the Service agreement.

§ 2 Conclusion of the Service agreement

1. The Service agreement is concluded through the Platform by the Client and Airly after choosing one of the available Plans from the Pricing. In case the conclusion of the Agreement through the Platform is not possible due to the Client's place of residence, the Client should contact Airly via e-mail or contact form.
2. The Service agreement shall be concluded for a fixed period of time equivalent to the Subscription Period specified in the Plan. The Subscription Period begins upon conclusion of the agreement. The Service agreement may be extended for another fixed period of time under the conditions specified in the § 3.
3. In order to enter into the agreement, the Client must complete an order via the Platform, fill out an order form, choose a method of payment, confirm the method of delivery, 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, full price for the ordered Service and shipping details.
5. The orders shipped outside the European Union area may be subject to customs duties. In order to determine their amount, the Client should contact directly the customs office appropriate to his/her place of residence.
6. The Client is required to pay the fees, in particular: the Set up fee and the fee for the selected Plan, paid in advance for the duration of Subscription Period.
7. Please note that Airly will begin the process of Service delivery upon receipt of the full price of Services and shipping, 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 a 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.

§ 3 Ordering the Service for the next Subscription Period

1. Airly will inform the Client via e-mail, 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 will receive (in the e-mail referred to in paragraph 1) the pro-forma invoice including the fee for the next 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.

§ 4 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. Sensor rental;
 - c. maintaining the display of the Sensor on the Map;
 - d. reading, analyzing and processing the data collected by the Sensor and uploading it to the Platform;
 - e. other features provided for in the chosen Plan.
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. To start using the Service, the Client must fill the installation form and register the Sensor at <https://installation.airly.eu/>. The Sensor will appear on the Map no later than 10, typically 3, business days since the registration.
4. Contact details provided by the Client in the installation form [referred to in paragraph 3 above] may differ from the contact details provided by the Client during ordering the Service. Contact details provided in the installation form are considered as the sole contact details for the purpose of maintenance and technical support of the particular Sensor.
5. Set up activities, referred to in paragraph 1(a), are completed upon the appearance of Sensor on the Map.

§ 5 Sensor Usage

1. The correct performance of the Service demands a cooperation from the Client. To install the Sensor correctly, the Client must provide:
 - a. the power source to the Sensor located maximum 2 meters from the Sensor location and continuously sustain it during the Subscription Period;
 - b. the place to install the Sensor at the height between 1,5 – 8 meters.
2. The Service Provider lends the Sensor to the Client for the duration of the Subscription Period for the purpose of performing the Service.
3. For the avoidance of doubt, Airly is the only owner of the Sensor, and upon this agreement the ownership of the Sensor is not transferred to the Client.
4. The use of the Sensor is possible only in the place where it was specified in the installation form referred to in § 4 paragraph 3. Moving the Sensor to another location requires explicit consent of the Service Provider.
5. The Client shall be obliged to use the provided Sensor in accordance with its intended use and in the manner specified in the GTS and Terms of Service, operating manual and installation manual.
6. The Client undertakes not to make the Sensor available to third parties, irrespective of the legal form of providing access, and in particular by subleasing it or providing it for free use.

7. The Client shall take due care of the Sensor. The Client shall be liable for loss, destruction or damage to the Sensor, except for damage resulting from hidden defects and the effects of normal wear and tear.
8. In case of loss, damage or destruction of the provided Sensor, the Client shall immediately notify the Service Provider by e-mail.
9. In case of loss, damage or destruction of the provided Sensor, Airly is entitled to claim from the Client a contractual penalty of EUR 50 for each violation.
10. In the case of a defect, the Client is obliged to immediately inform the Service Provider and, if so recommended by the Service Provider, send the Sensor to the Service Provider at the expense of the Service Provider.
11. The Service Provider shall replace or repair the Sensor:
 - a. free of charge - in case of revealing hidden technical defects of the Sensor over the course of use - manufacturing defects, existing at the time of release;
 - b. for a fee - in case of damages resulting from improper use of the Sensor.

§ 6 Sensor return

1. In case of termination/expiration/withdrawal from the agreement, the Client is obliged to return the provided Sensor immediately on the basis set out in this § 6.
2. On the date of end of the agreement Airly will send the Client an e-mail with a proposal of two dates for the reception of the Sensor by Airly at Airly's expense (through an external shipping company). The first proposed date will not be earlier than 14 days after the end of the agreement, and the second proposed date will not be earlier than 30 days after the end of the agreement.
3. Client is obliged to choose the date of the Sensor return within 7 days from receiving the e-mail mentioned above. If Client fails to choose one of the proposed dates within given deadline, Client is obliged to return the provided Sensor at his/her own expense within 30 days of the second (later) date referred to in paragraph 2 above.
4. In case of failure to return the Sensor by the Client within term referred to in paragraph 3 above, Airly is entitled to claim from the Client a contractual penalty of EUR 100 for each Sensor.
5. The Service Provider is not responsible for any defects in the Sensor due to reasons attributable to the Client.

§ 7 Sensor's Delivery

1. The delivery is made through an external shipping company.
2. Airly is responsible for the goods until they are delivered to the Client.
3. Airly is responsible to deliver the goods without defects.
4. The cost of delivery is added to the price of goods at the time of confirmation of the order. The Client has the right to verify the shipping costs.
5. The Service provider encourages the Client to check the received goods in the presence of the shipping company representative, which will facilitate the potential complaint procedure. This provision does not in any way limit the right to complaint, which can be made independently.
6. The Sensor should be delivered to the Client within up to 30 days since the receipt of the full price of the Services and shipping.

7. If the order has not been delivered to the Client within 30 days after the funds are credited to the Airly's account, the Client has the right to withdraw from the Agreement or agree on a new delivery date with the Service Provider.

§ 8 Fees

1. The Client is obliged to pay the fees for selected Plan specified in the Pricing in accordance with the agreement.
2. The Service Provider provides invoices by e-mail.
3. The Client shall pay in advance for the entire Subscription Period upon ordering the Service.
4. The date of payment is considered the date of receipt of funds on the account of the Service Provider.
5. In the case of delay in payment of the fees for the Services ordered by the Client in accordance with the agreement in whole or in part, the Service Provider reserves the right to surcharge statutory interest rate for the entire period of delay.
6. Fees should be made in the currency specified in the Client's order. The Service Provider does not bear the risk associated with the currency conversion and additional fees or rejection of fees made in other currencies.
7. The Service Provider reserves the right to entrust a debt recovery company with the collection of receivables from the Client.

§ 9 Termination

In case of termination or expiration of the agreement, the Service Provider shall cease to provide the Services and the Client shall immediately return the rented Sensor in accordance with the provisions of § 6.

§ 10 Final provisions

1. These Terms of Service enter into force on 13th of July 2020.
2. In matters not covered with these Terms of Service, the provisions of the General Terms of Service are applicable.