

1. The terms of the Airly API Service are a part of the Terms of Service
2. The Service is provided generally free of charge, with the aim of increasing Users' innovativity and to facilitate achieving our common goal - eliminating air pollution

#### Terms of the Airly API service

1. To use the Airly API service, the User has to:
  - a. Sign up via an electronic contact form, available at <https://airly.eu/api-request-form/>;
  - b. Agree to the Terms of service and processing personal data according to the Privacy Policy
  - c. Generate an individual Token (access code)
  - d. Confirm, by marking a proper checkbox, that the data gathered by the Service will not be used for commercial purposes.
2. The Token is generated individually for every User. The User agrees not to share the Token with other parties. Sharing the Token is a violation of the Terms of Service and will result in a termination of the account and disabling User's access to the data shared via Airly API.
3. The User may use only one token.
4. The User agrees to not exceeding a daily number of requests sent to the Airly API server, i.e. 1009 requests / day and 53 request / min. In case of exceeding that number, User's token will be temporarily suspended and the User will be informed about violating the Terms of the Airly API Service
5. In case of repeated violations, the User will be banned from further use of Airly API. The User may appeal from the decision via e-mail sent to [contact@airly.eu](mailto:contact@airly.eu)
6. Airly has the right to block an access code without explanation. The User may appeal from the decision via e-mail sent to [contact@airly.eu](mailto:contact@airly.eu). The appeal will be examined in 7 business days.
7. The Users, who generated a token are responsible for using it in accordance with the law, in good faith, in a way that refrains from violating other parties' rights and in accordance with the Terms of Service. The User is fully responsible for his actions in the Service and outside of it, while using the data shared via Airly API and for the actions of people, who gained access to the Token through his negligence.
8. The Service Provider reserves the right to refuse giving access to the data if it has a justified assumption, that the Airly API Service could be used in a way that violates the law, good faith, Terms of Service or the interests of the Service Provider and third parties

#### Commercial use and increasing the access limit

1. In order to increase the basic access limit to Airly API, the User should contact the Service Provider via [contact@airly.eu](mailto:contact@airly.eu)
1. Data provided by Airly API might be used for commercial purposes
2. In order to use the data provided by Airly API, the User should contact the Service Provider via [contact@airly.eu](mailto:contact@airly.eu), so as to negotiate the terms of cooperation.