

## REGULATIONS OF THE "WHIFF" MOBILE APPLICATION

### GENERAL PROVISIONS

1. These regulations ("Regulations") define the terms, conditions and scope of using the Whiff mobile application intended for mobile devices with the iOS or Android operating system ("Application") and constitute regulations within the meaning of Art. 8 of the Act of July 18, 2002 on the provision of electronic services.
2. The creator of the Application, as well as the owner of the services provided through it, is Airror Sp. z o.o. with headquarters in Warsaw, Poland 01-845, ul. Efraim Schroegera 90 / B, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, KRS number: 0000716639, NIP: 5291820407, REGON: 369384204 ("Airror").
3. Users of the Application, within the meaning of the Regulations, are both legal and natural persons who, through the Application installed on their own mobile device, use the functionalities offered by the Application ("User").
4. The services provided through the Application consist in providing the User with real-time information on the air quality condition at the location and how to proceed in a given situation ("Services").
5. The application can be downloaded from the online store: AppStore (for iOS) and Google Play (for Android). Downloading the Application is free of charge.
6. The costs of data transmission required to download, install, run and use the Application are covered by the Users on their own, on the basis of contracts concluded with telecommunications operators or other internet service providers. The User is responsible for any payment for the use of data transmission necessary to use the Application. Airror recommends Application Users to use applications or operating system functions consisting in measuring the amount of data transferred.
7. The Application and all materials and information contained therein, as well as the layout of the content presented within the Application, as well as logos, graphic elements and trademarks, are subject to the exclusive rights of Airror or its business partners and are protected by law.

### TECHNICAL REQUIREMENTS AND APPLICATION ACCESS RULES

1. The application is available to all people using mobile devices that meet the technical requirements indicated below and for which the above-mentioned people will download the Application from the appropriate application store and start it properly.

2. The User's mobile device on which the Application is to be launched should meet the following technical requirements for the operating system:
  - a) for the version of the Application downloaded from the AppStore - iOS version 12.0 (or newer),
  - b) for the version of the Application downloaded from the Google Play store - Android version 10 (or newer).
3. Downloading and installing the Application from sources other than those indicated above is a violation of the Regulations.
4. An active internet connection is required to run and operate the Application properly

#### CONCLUSION OF A CONTRACT FOR THE PROVISION OF SERVICES

1. In order to conclude an Agreement for the provision of Services available in the Application ("Agreement"), the User should purchase a special Sensor from Airror, under a separate agreement, ie a device designed to measure and read the value of air pollution and other data ("Sensor"). Having a Sensor is necessary for the full and correct use of all Services available in the Application.
2. The contract for the paid provision of Services is concluded between Airror and the User for an indefinite or definite period, after the User selects one of the available options from the price list, which is an appendix to the Agreement.
3. A User who does not have a Sensor may conclude an agreement with Airror for the free provision of Services via the Application. The contract is concluded upon the User's registration and creation of an account in the Application
4. Within the framework of the free service contract, the User receives access only to data from the Test Sensor, the location of which is determined by Airror.

#### USER REGISTRATION

1. In order to use the functionality of the Application, the User should register in advance via the Application.
2. During the first launch of the Application, the User is obliged to undergo the registration process consisting in setting up an individual User account ("Registration").
3. To register, the User is required to provide the following data:
  - a) e-mail address;
  - b) password;

c) repeated password

and confirmation by the User that he has read the Regulations and the Privacy Policy and accepts their content.

4. In order to log into the Application, the User must provide an e-mail address and password. After logging in, the User has access to the parameters related to the air quality in the Sensor's location. There are two forms of data visualization: tabular and in the form of a chart. The user has the option of viewing data in real time as well as historical data. Access to historical data is possible after selecting a date range.

5. In the Application, the User has access to the menu (sliding on the left) with the following functions: a) access to data in real time;

b) access to historical data;

c) account settings.

6. Launching and logging in to the Application is necessary to use the Application.

7. The User has the right to edit his data provided during Registration and change the password set during Registration. Editing data and changing the password is possible via the Application.

8. During Registration, as well as in connection with the use of the Application, the User is obliged to:

a) providing truthful, accurate, up-to-date and not misleading data;

b) updating the data provided during Registration in the event of their later change;

c) keep the password to log in to the Application secret and not share it with other people.

9. The User is solely responsible for the inconsistency of the data provided by him, as well as for his disclosure to third parties of the password to log in to the Application.

10. Airror informs that it does not verify the identity of Users in any way during their Registration. In case of justified doubts as to the truthfulness of the data provided by the User during Registration, Airror reserves the right to limit the User's ability to use the Application until the User confirms that he has provided true data. Airror will indicate to the User the method of confirming the data by means of a message sent to the e-mail address provided by the User during Registration.

## RULES FOR USING THE APPLICATION

1. Users are required to use the Application in a manner consistent with applicable law, the Regulations and regulations of the stores from which the Application was downloaded, as

well as with the principles of social coexistence, including the general principles of using the Internet and mobile applications.

2. Users are obliged in particular to:

- a) use the Application in a way that does not interfere with its functioning;
- b) use the Application in a way that is not inconvenient for other users and Airror, respecting the personal rights of third parties and any other rights they are entitled to;
- c) use any information and materials made available through the Application only within the scope of fair use;
- d) refrain from providing illegal content;
- e) refrain from activities that could adversely affect Airror, the Services or Airror's information systems, or from making any interference with the Service;

3. Users are obliged to immediately notify Airror of any violation of their rights in connection with the use of the Application.

#### LICENSES AND ACCESS TO DATA

1. During the term of the contract for the provision of Services, Airror grants the User a non-exclusive, territorially unlimited license to use the Application in order to use the Service.

2. The historical and current air quality data are stored in a database ("Database"). During the term of the contract for the provision of Services, the User has the right to use the data stored in the Database without territorial restrictions.

3. Access to data stored in the Database includes historical and current data collected by the Sensor.

4. The database is protected by the Act of 27 July 2001 on the protection of databases (Journal of Laws of 2001, No. 128, item 1402).

5. The User who uses the Service free of charge is prohibited in particular from:

- a) reselling the data or the Database obtained through the Application;
- b) make them available to third parties free of charge or against payment;
- c) create your own database using the data obtained from the Database or distribute them in any way;
- d) use the Application, data or Database for any commercial purposes (directly or indirectly).

6. The map of air pollution is made available to Users in the Application. Airror grants the User a non-exclusive, non-transferable, unlimited territorially unlimited license to use the Map for the period in which it is available in the Application.

7. The User's license granted under the Regulations is intended solely to enable the User to use the Map in order to obtain information about air pollution.

8. The User is obliged to use the Map in accordance with applicable laws and regulations.

9. The User using Airror data is obliged to present them reliably, and in particular to provide the Application as the source of the data. For this purpose, Airror grants the User a non-exclusive, territorially unlimited license to use the Whiff logo.

## PROHIBITED PRACTICES

1. Based on these Regulations, the following are prohibited:

a) using data on websites, portals or in mobile applications running a business competitive to Airror;

b) setting up accounts using other e-mail addresses;

c) setting up more than one account for a given User;

d) setting up accounts for third parties (natural or legal);

e) manipulating or misleading use of the data;

f) using the data in a way that damages the good name of Airror;

g) using data in a manner that is illegal, morally or otherwise unethical;

2. In the event that Airror detects that the User has violated these Regulations or used Airror's data for illegal purposes or contrary to the rules of social coexistence, Airror reserves the right to block the use of the data by the User or refuse to create an account. Airror will inform the User about the reason for blocking access to data or refusing to create an account within 24 hours of making the decision.

## AIRROR LIABILITY

1. Airror carries out ongoing supervision over the technical functioning of the Application, ensuring its correct operation.

2. Airror does not guarantee uninterrupted access to the Application and does not ensure constant availability of all Application functions and their error-free operation.

3. The User uses the Application voluntarily, on his own responsibility and should ensure the proper functioning of the Application to the extent that it is dependent on the User (eg proper

functioning of the mobile device, use of settings enabling receiving current notifications from the Application, etc.).

4. Airror is not responsible for:

- a) permanent or temporary and unexpected failures of the Services caused by hackers, random circumstances, natural disasters or force majeure;
- b) permanent or temporary failures of the Service caused by third parties participating in the provision of the Service to the User;
- c) the consequences of improper use of the Service by the User or his representatives;
- d) breakdowns or other damage to the User's hardware or other hardware, devices, operating system, software or damage or loss of the User's data caused by the software provided by Airror;
- e) the User's use of software not supported by its producer, in particular in this case Airror is not responsible for the safety and uninterrupted provision of the Service;
- f) the effects of the User's use of data or other information obtained through the Service, including the effects of making the above-mentioned data or other information available to third parties.
- g) inadequate security of the WiFi or GSM networks to which the Sensors are connected.
- h) loss of benefits by the User in connection with the above events.

5. Airror has the right to temporarily suspend the operation of the Application in order to carry out technical maintenance of the Application, make changes in the operation of the Application, or prevent possible damage.

6. Airror shall not be liable for any limitations or technical problems in ICT systems used by Users' mobile devices, which prevent or limit Users from using the Application and the Services offered through it.

#### TERMINATION OF THE USE OF THE APPLICATION

1. Users may stop using the Application, in particular, if they do not accept the changes introduced in the Regulations, Privacy Policy or Application updates.

2. The User who uses the Application's paid Services may terminate the Agreement for the provision of Services on the terms specified in the Agreement.

3. The User who chose Free Services may at any time resign from the Service by deleting the account in the Application and uninstalling the application.

4.If it is found that the User is committing activities prohibited by law or the Regulations, or violating the principles of social coexistence or detrimental to the legitimate interest of Airror, and in particular its good name, Airror may take all lawful actions, including limiting the User's ability to use The Application and the Services provided through it.

## COMPLAINTS

1. All complaints related to the use of the Application and the provision of Services via it, as well as questions regarding the use of the Application should be directed to Airror at

the e-mail address [support@whiff.zone](mailto:support@whiff.zone).

2. The complaint should include: the User's e-mail address (provided during Registration), the model of the mobile device, the current version of the ICT system installed on the mobile device, as well as a detailed description and indication of the reason for the complaint.

3. Within 14 days from the date of receipt of the complaint, Airror will consider the complaint and inform the User by e-mail about the method of its consideration. In a situation where the data or information provided in the complaint need to be supplemented, Airror shall ask the User to supplement the complaint before considering the complaint. The time of providing additional explanations by the User extends the period of considering the complaint.

## PRIVACY POLICY

1. The administrator of the personal data of the Application Users is Airror Sp. z o.o. with headquarters in Warsaw 01-845, ul. Efraim Schroeger 90 / B.

2. Detailed regulations regarding the processing of personal data by Airror are included in the Privacy Policy.

## FINAL PROVISIONS

1. Acceptance of the Regulations by the User is tantamount to acceptance of the Privacy Policy and consent to the processing of personal data necessary for the provision of Services by Airror via the Application.

2. In matters not covered by the Regulations, the relevant provisions of generally applicable law shall apply, in particular the Civil Code and the Act on the provision of electronic services.

3. The Regulations are available through the Application and on the website [www.whiff.zone](http://www.whiff.zone).

4. Airror reserves the right to amend the Regulations and the Privacy Policy at any time. Users will be informed about changes to the Regulations at least 7 days in advance to the e-mail addresses provided by them during Registration, as well as when the Application is launched for the first time after notification of the change in the Regulations. The changes

apply from the moment indicated in the notification about the amendment to the Regulations (which cannot take place earlier than within 7 days). The changes are considered accepted by the User when he continues to use the Application after the changes come into force.

5. Each provision of these Regulations functions separately. In the event of annulment of any provision of the Regulations, the remaining provisions shall remain in force.

6. Any disputes arising from these Regulations or the Privacy Policy will be settled amicably. In a situation where it is not possible to reach an agreement between Airror and the User by way of an amicable settlement of the dispute, the matter will be settled by the common court having jurisdiction over the seat of Airror.