

## Terms of Service

*These Terms of Service were last updated on 1.05.2026 (version 0.2)*

### 1. Definitions

For the purposes of these Terms, the following terms shall have the meanings assigned below:

- **“AstroDrive.io”**: Refers to the AstroDrive.io platform provided by Sybilla Technologies Sp. z o.o. including its graphical user interface, API, and associated tools.
- **“Data”**: Refers to information from and about Sensors, any observational data or products based on that data available on the platform.
- **“User”**: Refers to a natural person using the platform, either as a Client or a Client’s representative, employee or any other person acting on behalf of a Client when using the platform.
- **“Client”**: Refers to any entity, including both natural and legal persons, who concludes an agreement with the Company, related to the use of the platform, in particular via accepting these Terms.
- **“Sensors”**: Refers to telescopes and other devices which are used to collect Data, owned or maintained by the Company or third-parties, with whom the Company cooperates.
- **“Account”**: Refers to a functionality of the platform, available for a specific Client, allowing them to use certain functionalities of the platform.
- **“Sybilla”**: Refers to Sybilla Technologies Sp. z o.o., with its registered office in Bydgoszcz, address: Toruńska 59, 85-023 Bydgoszcz, Poland, entered into Registry of Entrepreneurs of National Court Registry held by the District Court for Bydgoszcz, XIIIth Commercial Division of National Court Registry under KRS No. 0000397835, NIP: 9532632892, REGON: 341190982 - an entity offering access to and maintaining the platform.

If we use terms like “You” or “Your” in these Terms, we mean both Clients and Users who are a party to the agreement with the Company or use our AstroDrive.io.

## **2. Acceptance of Terms**

- 2.1. These Terms of Service (“Terms”) lays down the conditions for the use of the Platform AstroDrive operated at [www.astrodrive.io](http://www.astrodrive.io) („Service”). These Terms set out the rights and obligations of all users regarding the use of the service and constitute a valid agreement for the provision of electronic services by the Sybilla for the Client.
- 2.2. Your access to and use of the service is conditioned on Your acceptance of and compliance with these Terms. These Terms apply to all visitors, Clients, Users and others who access or use the service. By accessing or using the AstroDrive.io, you agree to be bound by these Terms. If you do not agree, you must not use the AstroDrive.io.
- 2.3. The Client is liable for all actions and omissions of its Users whom it enables to use the AstroDrive.io. The Client is obliged to inform Users about the content of these Terms and ensure that Users act in accordance with these Terms.
- 2.4. You represent that you and all your Users are over the age of 18. Sybilla does not permit those under 18 to use the Service.
- 2.5. If you accept these Terms acting as the Client’s representative, employee or contractor of entrepreneurship or any other legal person, you declare that you are lawfully able to enter into contracts with the Sybilla on behalf of the Client.

## **3. AstroDrive.io Description**

- 3.1. The AstroDrive.io is a set of tools that may be used for:
  - 3.1.1. Browsing, viewing and retrieving available Data,
  - 3.1.2. Ordering new Data,
  - 3.1.3. Planning, managing and performing observations with Sensors,
  - 3.1.4. Managing Sensors.
- 3.2. Detailed information regarding the scope of activities that may be undertaken within the AstroDrive.io is included within the AstroDrive.io documentation, available on the AstroDrive.io website.
- 3.3. Available Sensors may be updated, changed or amended by the Sybilla without a prior notification to the Client.
- 3.4. In order to use the AstroDrive.io, you should have a computer with an Internet connection, updated and supported operating system and a web browser.
- 3.5. Sybilla indicates that the use of electronically provided services entails the risk of infecting the information system with unwanted software such as viruses, rootkits, spyware, ransomware, and spyware. You should not make his or her device available to any third person in order to enable them to use the AstroDrive.io with his individual account. You also should ensure the confidentiality and security of your personal credentials, used to log in to your Account.

- 3.6. In case the Client integrates the AstroDrive.io via API with other IT solutions used by the Client, Sybilla is not responsible for the correct operation of such other solutions and does not guarantee that each integration of each potential solution with the AstroDrive.io via API is possible.

#### **4. Using the AstroDrive.io**

- 4.1. In order to use our AstroDrive.io, the Client should have an Account within the AstroDrive.io. To create an Account, you should contact Sybilla. During the process of creating an Account, you will be asked to provide your personal/business details and accept these Terms. You are obliged to provide accurate and complete personal and business information during the process of creating an Account.
- 4.2. Sensors may be provided and managed by Sybilla or third parties, such as research facilities, scientific centres or business entities. Therefore, certain aspects of the use of Sensors, such as the scope and quality of Data or a range of settings related to observations may vary depending on the specification of a certain Sensor. Any Data you retrieve or generate through the AstroDrive.io Platform is provided "as is" without warranty as to its accuracy or fitness for a specific purpose. This also applies to information regarding weather, the operability of Sensors or other information regarding the Data collection process.

#### **5. Payments**

- 5.1. Using certain functionalities of the AstroDrive.io, in particular connected with obtaining Data, using Sensors or booking observations, may be connected with the necessity to pay remuneration by the Client to Sybilla. All detailed information concerning prices are available directly within the AstroDrive.io.
- 5.2. Details regarding payments shall be agreed individually between the Parties.

#### **6. Intellectual Property**

- 6.1. The AstroDrive.io and its associated software, interfaces, and content are the intellectual property of the Sybilla. Sybilla shall own and retain all rights, title, and interest in and to the AstroDrive.io.
- 6.2. You are allowed to use the Data collected or obtained with the use of the AstroDrive.io, especially including the effects of observations performed with the use of Sensors or Data stored within the AstroDrive.io database, provided that you collected or obtained them in accordance with the provisions of these Terms and paid for them, if it was required.

Unless otherwise expressly agreed in writing (including in an applicable commercial offer or contract), the Client is granted a non-exclusive, non-transferable, limited licence to access and use the Data.

The licence permits use of the Data for operational, analytical, research, and mission-related purposes.

Your right to use such Data is governed by these Terms and, where applicable, by the scope and conditions defined in the specific license granted at the time of purchase.

Additionally, you may access and use types of information available through the AstroDrive.io, such as metadata regarding sensor locations, lists of monitored targets, or general system activity statistics (e.g. number of TDMs per object), exclusively for your internal use. Such information is not covered by a separate license but remains subject to restrictions set out in these Terms and must not be disclosed or made available to third parties.

6.3. Sybilla is allowed to use all Data uploaded to, collected or obtained through the AstroDrive.io for its purposes, including adding it to the observation database, available within the AstroDrive.io. This also includes Data constituting the effects of observations performed by the AstroDrive.io on your request.

6.4. You are not authorized to sublicense, sell, rent or otherwise commercially distribute the original Data obtained through AstroDrive.io as a standalone product or dataset.

However, the Client may use and provide access to such Data as part of a broader service, analysis, or operational support offering to its customers, provided that:

- the Data is not made available as a standalone dataset,
- the recipient does not obtain independent access or rights to the Data,
- the Data cannot be extracted, reused, or redistributed outside the scope of the service,
- no information revealing sensor locations or system infrastructure is disclosed.

The Client may create, use, and distribute results, analyses, or outputs derived from such Data, including for commercial purposes, provided that such outputs do not allow reconstruction, reverse-engineering, or extraction of the original Data.

The Client may grant access to the Data to its employees, affiliates, and contractors solely for the purpose of using the Data in accordance with these Terms. Such parties shall not acquire any independent rights to the Data.

6.5. Sybilla hereby grants to the User a non-exclusive, revocable, limited right to use the AstroDrive.io for as long as the Client has an Account within the AstroDrive.io.

6.6. You agree not to copy, alter, modify, or create derivative works of the Sybilla or otherwise use the AstroDrive.io in any way that violates the use restrictions contained in these Terms.

- 6.7. You acknowledge and agree that you may not rent, lease, license, distribute, transfer, use free of charge, copy for resale, reproduce, modify, or share the AstroDrive.io. Therefore, you shall not provide the possibility to use the AstroDrive.io for any third party, other than the Client and its Users. Your login information for the AstroDrive.io (e.g., username and password), including without limitation login information provided to individuals who you invite to be Users connected with the Client's account, may be used by only one person, and use of a single login for the AstroDrive.io by multiple people is strictly prohibited.
- 6.8. Sybilla respects the intellectual property of others. If you believe that someone's work has been copied in a way that constitutes copyright infringement, or someone's intellectual property rights have been otherwise violated, please provide the following information to Sybilla by email: [support@sybillatechnologies.com](mailto:support@sybillatechnologies.com).

## **7. Data Use and Privacy**

- 7.1. Your personal data will be handled in accordance with the AstroDrive.io Privacy Policy available at the following link: [ST-016-DOC-polityka-prywatnosci-2025.pdf](#) .

## **8. Availability and Service Interruptions**

- 8.1. The AstroDrive.io is provided on an "as available" basis. Sybilla makes no guarantees regarding the uptime or availability of the service. Planned or unplanned interruptions may occur. Sybilla may conduct periodic maintenance work regarding the AstroDrive.io, which may cause its temporal unavailability. Potential repairs may be conducted also on an ad hoc basis, without informing Clients or Users in advance.
- 8.2. Sybilla does not warrant that:
- 8.2.1. the Client's use of the AstroDrive.io will always be uninterrupted or error-free, the Services, Documentation and/or the information obtained by the Client through the Services will meet the Client's requirements,
- 8.2.2. the AstroDrive.io will be free from vulnerabilities.

## **9. Liability**

- 9.1. You are liable for your actions or omissions that do not comply with the provisions of these Terms or generally applicable law. You may also be responsible for the content that you have uploaded within the AstroDrive.io.
- 9.2. In connection with using the services provided electronically by Sybilla, you are obliged in particular to:
- 9.2.1. be compliant with copyright and intellectual property rights, especially those described in point 6 of these Terms,

- 9.2.2. refrain from any actions that would violate the privacy or personal rights of other Users,
  - 9.2.3. refrain from uploading or posting within the AstroDrive.io any content that violates the law, the rights of other Users or third parties, infringes the copyrights of other Users or third parties or is of abusive or harmful nature,
  - 9.2.4. refrain from any activities that may lead to an unauthorized interference with the AstroDrive.io, including those that could impede or disrupt the functioning of the AstroDrive.io as well as activities that may lead to losing, changing, removing, damaging, or hindering access to the AstroDrive.io by other Clients,
  - 9.2.5. refrain from using the AstroDrive.io to send, create or perform any operations with using malicious software, such as ransomware, spyware, malware, or other types of computer viruses.
- 9.3. Sybilla shall not be held liable for any direct, indirect, incidental, or consequential damages arising from the use or inability to use the AstroDrive.io, including loss of data or financial loss. All potential liability of Sybilla is hereby excluded, except for situations where it is expressly prohibited by law.

## **10. Termination**

- 10.1. The agreement for the provision of electronic services is concluded for an indefinite period, with accepting the provisions of these Terms.
- 10.2. Each party may terminate the agreement for the provision of electronic services with a 30-day prior notice.
- 10.3. Notwithstanding the provisions above, in the event that you violate the provisions referred to in point 9.2 of these Terms or the provisions regarding intellectual property referred to in point 6 of these Terms, Sybilla may block your Account from using the AstroDrive.io for a specified period or terminate the agreement for the provision of services without notice.

## **11. Support Services**

- 11.1. Support services are offered through the AstroDrive.io support form. While the provider will make reasonable efforts to respond promptly, no guarantees are made regarding the resolution or repair time, support services do not cover repairs of irregularities related to the functioning of the AstroDrive.io, which result from the existence of other factors than errors occurring directly within the AstroDrive.io, in particular irregularities related to the lack of compatible software, incorrect operation of computer software other than the

AstroDrive.io, incorrect use of the AstroDrive.io API or incorrect actions of Users of the AstroDrive.io.

## **12. Communications**

- 12.1. General questions, complaints and communications regarding the AstroDrive.io and any notices to Sybilla regarding these Terms should be made to the address: Toruńska 59 85-023, Bydgoszcz, Poland, by an e-mail to [support@sybillatechnologies.com](mailto:support@sybillatechnologies.com). Sybilla undertakes to verify the submitted complaint and respond within 14 days from the date of its receipt.
- 12.2. Sybilla may contact and notify you at the email address you have provided to us. You are required to keep your contact information current.

## **13. Governing Law**

- 13.1. These Terms shall be governed by and construed in accordance with the Polish laws and be subject to the jurisdiction of Polish courts. Any disputes related to the services provided by the Sybilla under these Terms will be settled by the competent common courts competent for the Sybilla's seat unless mandatory provisions of EU law provide otherwise.

## **14. Miscellaneous**

- 14.1. Should any provision of these terms be found invalid or unenforceable, the remaining terms shall still apply.
- 14.2. Sybilla may, without the prior consent of the Client, use subcontractors in order to perform the duties arising from these Terms.
- 14.3. Sybilla is entitled to amend the provisions of these Terms in case of:
  - 14.3.1. changes of legal regulations that relate to the Sybilla,
  - 14.3.2. changes of the business model of the Sybilla's operations,
  - 14.3.3. development of the platform's functionalities,
  - 14.3.4. the need to make changes aimed at additional protection of the interests of the Sybilla.
- 14.4. The amendment to these Terms becomes effective on the date indicated by Sybilla, however, the date of entry into force of the amendment may not be less than 14 days from the moment of informing the Client by means of electronic communication, in particular via electronic mail and by using the AstroDrive.io. If the Client does not agree to the amended provisions of these Terms, they shall inform the Sybilla about it before entry into force of such amended Terms.
- 14.5. These Terms apply from 1<sup>st</sup> of May 2026.