Terms of Service

These Terms of Service take effect on 26 November 2026.

Please read these Terms of Service ("**Terms**") carefully before using any Services made available on our Platform. By accepting these Terms (or otherwise accessing and/or using any of the Services available), or opening an Account, on this Platform, you represent that you have full, valid and current authority to represent and act on behalf of the Participant and signify that you have read and accepted these Terms on the Participant's behalf. If you do not agree to these Terms, the Participant and any of its users may not access or otherwise use the Services.

If you do not agree to these Terms, please exit our Platform and refrain from any further use and/or access to our Platform and Services.

Interpretation

1. Interpretation

1.1. Unless otherwise defined in these Terms, capitalised terms set out in these Terms shall have the meanings given in clause 23 of these Terms.

1.2. In these Terms, "**we**", "**us**", "**our**" or "**Kana Earth**" means Kana Earth Ltd., a company incorporated under the laws of England & Wales under Company Number 13239272.

1.3. In these Terms, "**you**", "**your**" refers to any person and/or entity accessing and/or using the Platform and "**Participant**" means an entity which opens an Account in accordance with these Terms, as may be further described in the Services Description.

Getting Started

2. Terms

2.1. The Participant acknowledges and agrees that, when entering into a Services Agreement, or otherwise using the Platform and Services, the Participant will be subject to, and must comply with, these Terms as modified from time to time in accordance with the terms hereof.

2.2. Separate Services Agreements may be prepared and agreed between the parties (or their Associated Companies) and will be subject to these Terms which are incorporated by reference. The Parties acknowledge that a Services Agreement may expressly override specific provisions of these Terms, including termination rights, support levels and data-handling requirements.

3. Account Set Up

3.1. A Participant may request that Kana Earth open an Account for that Participant in accordance with the procedures of Kana Earth through which all transactions related to a particular Service are managed.

3.2. Kana Earth will only open an Account for a Participant if:

(a) the Participant is not an individual (being a natural person);
(b) the Participant has indicated its acceptance of these Terms by accepting them or using the Service or otherwise; and
(c) the Participant has provided sufficient identification or evidence of compliance with any other requirements in accordance with the procedures of Kana Earth (if any).

3.3. Kana Earth may, in its sole discretion, refuse to open an Account for a Participant.

4. Licence

4.1. Subject to these Terms, and in consideration of valuable access to the Services, Kana Earth grants to the Participant a non-production, non-exclusive, non-transferable, non-sublicensable, revocable right during the Term to access the Platform and use the Services in accordance with the Scope (as defined in clause 5.1 below) and solely for Participant's own business operations.

Our Services

5. Scope of Services

5.1. The scope of the Services is the supply of access to the Platform including any information, services, contents, applications, functionalities, products or features that form part of the Services as offered and/or operated by Kana Earth from time to time including the Connector Services and the AI Features, as further described in the Services Description ("**Scope**").

5.2. Kana Earth shall provide periodic reports of Statistical Data on request by the Participant regarding its activities on the Platform.

6. Duration of Subscription Services

6.1. The Services shall commence on the Services Start Date. These Terms shall continue in effect until terminated in accordance with clause 17 (Termination) ("Term"). A Participant's access to, and use of, the Services shall automatically terminate at the end of the Term.

6.2. Kana Earth has no obligation to provide, or continue to provide its Subscription Services, or any part thereof, now or in the future. Kana Earth reserves the right, at any time, temporarily or permanently, in whole or in part, without prior notification and without incurring any liability to Participant, to:

(a) modify, suspend or discontinue the Subscription Services;

(b) restrict or modify access to the Subscription Services; and/or

(c) waive any charges in connection with the Subscription Services.

7. Support Services

7.1. Kana Earth will use commercially reasonable efforts to maintain the availability and functionality of the Services and to provide reasonable technical support in relation to the Services.

7.2. Support under these Terms is provided on a business-as-usual basis and does not include any guaranteed response times, service levels, uptime commitments or dedicated support resources.

7.3. Where a Services Agreement specifies enhanced or additional support levels (including any applicable SLAs), those support obligations shall apply in place of and in addition to the baseline support described in this clause.

8. Professional Services

8.1. Professional Services are subject to the following terms, unless otherwise agreed in a Statement of Work:

(a) Specific Professional Services to be performed and Deliverables to be provided by Kana Earth for Participant in connection with the Subscription Services will be set forth in a separate statement of work (each, a "Statement or Work" or "SOW") executed by each party. Each SOW will contain the following information, at a minimum: the duration of the SOW, a detailed description of the specific Professional Services and Deliverables covered by the SOW, fees and expenses and any Participant dependencies;

(b) The term of a Professional Service ends upon completion of those Services, unless terminated earlier in accordance with these Terms or the SOW; and

(c) Each SOW will constitute a separate agreement and will be governed by and construed in accordance with these Terms unless the parties expressly agreed to derogate from these Terms in the SOW.

9. Changing scope of services

9.1. From time to time, Kana Earth may (including through our services providers or third parties) offer specific or new products, features, functionalities and/or services to complement or supplement the product/service offerings comprising the Subscription Services. Additional or separate terms and conditions may apply to these products, features, functionalities and/or services, and a Participant will need to accept and comply with those terms and conditions to access them, otherwise access to the Services may be terminated.

9.2. Kana Earth may also from time to time publish additional guidelines, rules and conditions applicable to the use of the Subscription Services. The Participant agrees to comply with these additional guidelines, rules and conditions, which are incorporated by reference into these Terms.

9A. Connector Services

9A.1 Kana Earth may make available, as part of the Subscription Services, one or more application programming interfaces, endpoints or protocol servers, including an endpoint implementing the Model Context Protocol, which enable a Participant to connect an AI Client or other third-party application to the Platform (the "Connector Services"). The Connector Services available at any time, and the data and operations they expose, are as described in the Services Description.

9A.2 The Connector Services form part of the Subscription Services and of the Scope, and every provision of these Terms applicable to the Subscription Services applies equally to the Connector Services. Clause 6.2 applies to the Connector Services, and Kana Earth gives no assurance that any particular interface, protocol, protocol version, tool, method, parameter or field will continue to be supported.

9A.3 Access through the Connector Services is exercised under the identity and permissions of the Authorised User whose Connector Credentials are used. The Connector Services do not grant access to any Participant Content which that Authorised User could not otherwise access through the Platform, and do not alter the access control and sharing restrictions described in clause 13 or in the Services Description.

9A.4 Where the Connector Services permit the creation, amendment, sharing or deletion of Participant Content or of a Project, any such operation has the same effect as if it had been performed by the relevant Authorised User directly on the Platform. The Participant is solely responsible for every such operation, and clause 12.3 applies to it.

9A.5 The Participant shall, and shall procure that each Authorised User shall:

(a) keep all Connector Credentials confidential and store them securely;
(b) issue Connector Credentials only to Authorised Users, and only with the narrowest scope and shortest validity reasonably necessary;
(c) not disclose Connector Credentials to, or embed them in any product or service made available to, any person other than an Authorised User and the AI Client selected by the Participant;
(d) revoke Connector Credentials promptly when an Authorised User ceases to be authorised or when the relevant AI Client ceases to be used; and
(e) notify Kana Earth without undue delay, and in any event within twenty-four (24) hours, on becoming aware of any actual or suspected compromise, loss or unauthorised use of any Connector Credentials.

9A.6 Kana Earth may suspend, revoke or rotate any Connector Credentials at any time where it reasonably considers this necessary to protect the Platform, the Services, any Participant Content or any other Participant.

9A.7 Kana Earth may impose and vary reasonable technical limits on the Connector Services, including limits on request rates, concurrency, query complexity, response volume and session state, and may throttle, limit or suspend access where usage exceeds those limits or where usage materially and adversely affects, or is reasonably likely to affect, the performance, security or availability of the Platform for Kana Earth or for any other Participant.

9A.8 The Participant selects its own AI Client. Kana Earth is not a party to, and has no responsibility or liability in respect of, the arrangements between the Participant and the provider of any AI Client, and makes no representation or warranty in respect of any AI Client, including as to its security, availability, data retention or model training practices. Clause 21.5 applies to an AI Client as it applies to a third-party website. It is the Participant's responsibility to satisfy itself that its use of an AI Client with the Services is consistent with the Participant's own legal, regulatory and contractual obligations.

9A.9 The Participant acknowledges and agrees that Participant Content retrieved through the Connector Services, including Private Data, Platform Data and Registry Data, passes out of the Platform and out of Kana Earth's technical and organisational control, and may be retained, processed, logged or otherwise used by the provider of the AI Client in accordance with that provider's own terms. Kana Earth's obligations under clause 20 do not extend to Participant Content after it has been transmitted to an AI Client at the request of the Participant or of an Authorised User. The Participant is solely responsible for determining what Participant Content it exposes to an AI Client, and for obtaining any consent or authorisation required for that disclosure, including from any Project Related Participant whose Private Data is accessible to the relevant Authorised User.

9A.10 In addition to clause 11.3, the Participant shall not use, and shall procure that no Authorised User and no AI Client uses, the Connector Services to:

(a) extract, copy or retain Platform Data, Registry Data or Kana Earth's Data other than to the extent reasonably required for the Participant's own business operations in accordance with clause 4;
(b) carry out systematic or bulk extraction of any part of the Platform, or build or populate any database, index, registry or dataset outside the Platform which replicates a material part of it;
(c) train, fine-tune, or otherwise develop any model, dataset, product or service which competes with the Platform or the Services;
(d) circumvent any access control, permission, usage limit or security measure of the Platform; or
(e) provide access to the Services to any person who is not an Authorised User.

9A.11 Kana Earth may log, monitor and analyse use of the Connector Services for the purposes of operating, securing, supporting, maintaining and improving the Services and of enforcing these Terms. Those logs constitute Kana Earth's Data, and anonymised and aggregated records of that use constitute Statistical Data.

9B. Artificial Intelligence and Automated Use

9B.1 Kana Earth may make available features of the Services which use AI Technologies, whether supplied by Kana Earth or by an AI Provider ("AI Features"). Where a Participant or an Authorised User uses an AI Feature, the Participant instructs Kana Earth to transmit to the relevant AI Provider such Participant Content as is necessary to generate the Output, and clause 10.2(a) is to be construed accordingly.

9B.2 Kana Earth shall engage each AI Provider in accordance with clause 22.12 and paragraph 3 of Schedule 1, and shall contract with each AI Provider on terms which prohibit the use of Participant Content to train, fine-tune or improve any generalised or foundation model of that AI Provider. This clause does not restrict Kana Earth's use of Statistical Data or of Kana Earth's Data.

9B.3 The Participant acknowledges that Output is generated by probabilistic systems and may be inaccurate, incomplete, out of date, internally inconsistent or misleading, and may present incorrect information as though it were factual. Output is provided "as is" and "as available", and clause 15 applies to Output in full. The Participant shall not rely on any Output without independent verification by a suitably qualified person, and clause 14.1 applies to Output as it applies to the content of the Services.

9B.4 No Output constitutes a determination, calculation, validation, verification, measurement, report or statement for the purposes of any Code or Guidance, and no Output is prepared, checked or approved by Kana Earth. The Participant shall not submit any Output to a Registry, regulator, verifier, validator, auditor, investor or counterparty in a manner which represents that the Output has been prepared, reviewed, verified or endorsed by Kana Earth.

9B.5 Where the Participant permits an AI Client or other software agent to interact with the Services without a natural person reviewing each instruction ("Agentic Use"):

(a) every action taken using the Participant's Connector Credentials is deemed to be an action of the Participant and of the relevant Authorised User;
(b) the Participant shall maintain appropriate human oversight, including review before any action which is irreversible, which discloses Participant Content to a third party, which deletes a Project or any Participant Content, or which alters a Responsible Owner or any sharing setting; and
(c) the Participant shall be responsible for all resulting changes to Participant Content, including any loss, corruption, unauthorised disclosure or erroneous sharing of Participant Content.

9B.6 As between the parties, and subject to clause 11, Kana Earth does not assert ownership of Output generated from the Participant's own Participant Content. The Participant acknowledges that Output is not unique, and that substantially similar output may be generated for other Participants, and that Output which incorporates or is derived from Platform Data, Registry Data or Kana Earth's Data remains subject to clauses 11 and 13 and to the restrictions in clause 9A.10.

9B.7 The Participant shall use the AI Features and the Connector Services in compliance with all laws and regulations applicable to it concerning artificial intelligence, automated decision-making and data protection, and shall not use any AI Feature or any Output to make a decision producing legal or similarly significant effects concerning a natural person without appropriate human review.

9B.8 AI Providers, models, model versions and AI Features may change, be withdrawn or be replaced. Clause 9 applies to the AI Features, and Kana Earth shall have no liability for any change in Output resulting from a change of model or of model version.

Intellectual Property

10. Participant IP

10.1. As between the parties, the Participant retains ownership of all Intellectual Property Rights in the Participant Content.

10.2. These Terms do not grant Kana Earth any licences or rights to the Participant Content except for the following:

(a) Participant grants Kana Earth and its Associated Companies a worldwide, royalty-free, non-exclusive, right and limited licence to use, reproduce, host, copy, transmit, modify, display, and distribute Participant Content only for the limited purposes of providing the Services and maintaining and improving the Services, including, where the Participant or an Authorised User uses an AI Feature or the Connector Services, transmitting Participant Content to an AI Provider or to an AI Client in accordance with clauses 9A and 9B. Participant agrees that the licence it provides includes the right for Kana Earth to make Participant Content available to other users of the Service, who may also use Participant Content subject to these Terms; and

(b) If the Participant provides Kana Earth with Feedback about the Services, Kana Earth may use that Feedback and incorporate it into its products and services without any obligation to the Participant. Notwithstanding the provisions of clause 20 (Confidential Information), Participant may not designate Feedback as its Confidential Information to the extent that such Feedback relates to Kana Earth's Services.

11. Kana Earth IP

11.1. As between the parties, Kana Earth retains ownership of the Platform and the Services provided through it and all related Intellectual Property Rights. No licences or rights are granted to the Participant by Kana Earth other than as expressly provided for in these Terms.

11.2. These Terms shall not prevent Kana Earth from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under these Terms.

11.3. Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, the Participant shall not:

(a) disassemble, decompile, reverse-engineer or otherwise reduce to human-readable form or create derivative works based on the whole or any part of the Platform or attempt to do any such thing;

(b) reselling any of the Services and/or any other of Kana Earth's services or products without Kana Earth's express written consent provide or otherwise make available the Service, in any form to any third party (except the Authorised Users), unless such provision is a normal feature of the Services; or

(c) use the Services created through the use of the Services for any illegal or unethical purposes or in any manner which may infringe or violate any third parties' rights.

(d) use the Services, any Participant Content accessed through the Services, or any Output to train, fine-tune or develop any artificial intelligence or machine learning model, or any product or service which competes with the Platform or the Services.

General Participant Obligations

12. Authorised Users

12.1. A Participant will appoint a named individual who is the named contact for the Account and the responsible owner and administrator of the Participant Account (an "Owner"). An Owner may enable other Admin Users and Users (each, an "Authorised User") within the Participant Account. An Owner shall be solely responsible to keep the Account and all Authorised User details up to date.

12.2. The Participant shall procure that it and its Authorised Users (a) keep all account logins, passwords and Connector Credentials confidential and not disclose them to third parties, and in the case of Connector Credentials comply with clause 9A.5, (b) use the Services in accordance with the terms and conditions of these Terms; (c) comply with all applicable laws and regulations with respect to its activities under these Terms; and (d) only use the Services for lawful purposes.

12.3. The Participant shall be liable for any Authorised User's breach of these Terms.

13. Participant Content; Right to Post Participant Content; Reviewing and Enhancing a Project

13.1. For the avoidance of doubt, by uploading Participant Content to the Service a Participant is not registering a Project in accordance with any Code/Guidance.

13.2. There are different types of Participant Content accessible via the Platform, namely Registry Data, Platform Data and Private Data, with different defined access control and sharing restrictions. For more information on how Participant Content is defined and shared, please see the Services Description. Those access control and sharing restrictions apply equally where Participant Content is accessed through the Connector Services.

13.3. Once the Participant has opened an Account, the Participant's Authorised Users will be able to access, review and/or edit a Participant's Projects and provide additional Participant Content in accordance with the procedures set out by Kana Earth.

13.4. Registry Data which is available in the public domain may be uploaded to the Services, shared publicly and (subject to clause 13.8) refreshed from time to time by Kana Earth. For more information on this process, see the Services Description.

13.5. The Participant acknowledges that Platform Data provided by the Participant or other users of the Service will be shared across the Platform with other Participants, for the purposes of providing the Services and maintaining and improving the Service. It shall be Participant's sole responsibility to take any measures to protect any Intellectual Property or Confidential Information in the Platform Data before it is uploaded or otherwise provided.

13.6. Participant acknowledges that Private Data may be shared with Project Related Participants in the Service. It shall be Participant's sole responsibility to take any measures to protect any Intellectual Property or Confidential Information in the Private Data before it is uploaded or otherwise provided.

13.7. Responsible Owners can choose, via settings in the Platform, share access to a Project (and their Participant Content) with other Platform Participants, as well as delete Projects.

13.8. The Participant shall be fully responsible for the accuracy, quality and legality of the Participant Content and obtaining all necessary licences, releases and consents required to use the Participant Content (if any, and including without limitation those from the owners' or licensees' of any third-party information) and as part of the Services and the Participant warrants and represents that:

(a) no Participant Content will violate or infringe: (i) any third-party intellectual property, publicity, privacy or other rights, (ii) any laws, or (iii) any privacy policies (iv) other agreements with any third parties or rights of any other person;
(b) Participant is, and will continue to be for the Term, sufficiently qualified to act with respect to a Project, and, if relevant, in accordance with the relevant Code or Guidance;
(c) Participant has and will have sufficient rights in the Participant Content to grant the rights to Kana Earth under these Terms; and
(d) The Participant Content will not contain any Viruses.

13.9. By uploading a Project, Participant warrants and represents that it:

(a) it is not subject to any holding account restrictions in accordance with the applicable Code or Guidance;
(b) has complied with all applicable laws in relation to the Project; and
(c) has complied with any other requirements specified in the Code or Guidance or by Kana Earth from time to time.

13.10. Once Participant Content has been uploaded or posted to the Service, the editing or removal of such Project Information can occur in accordance with Kana Earth's normal operating procedures or as required by the Code or Guidance.

13.11. It is the Participant's sole responsibility to correct any incorrect or inaccurate Registry Data held in the Services (or instruct Kana Earth to do so) and inform Kana Earth in writing of any changes to that information [but Kana Earth maintains the authority and power to update information in relation to a Participant or a Project, without the prior authorisation of the Participant].

14. Participant Acknowledgements

14.1. Neither Kana Earth, any of its associated companies, employees, officers, agents, partners, principals and representatives, nor any other person is, in connection with the service, engaged in providing any financial, tax, legal, advisory, consulting or other professional services or advice, including (without

limitation) investment advice. Participant agrees not to use any content of the service as a substitute for independent investigations and competent financial and business advice.

14.2. Participant acknowledges and agrees that Kana Earth is merely providing a service and, therefore:

(a) neither Kana Earth nor any supplier has any special or fiduciary relationship to the Participant nor any other user of the Service;
(b) these Terms create no relationship of partnership, joint venture, employment, franchise or agency between Kana Earth and the Participant; and
(c) Kana Earth is not in any way involved with and has no control over any Code or Guidance.

Warranties

15. Kana Earth Services Warranties and Disclaimers

15.1. Without prejudice to clause 7 (Support Services), the Participant acknowledges that the Services and any Participant Content are provided “as is” and “as available” with no warranties.

15.2. Specifically, Kana Earth:

(a) does not represent or make any warranty in respect of the accuracy, reliability, completeness, currency or continuous supply of information contained in the Services at any point in time;
(b) does not warrant that the Services and/or the information obtained by Participant through the Service will meet the Participant’s requirements; or that the Participant’s use of the Services will be uninterrupted or error-free;
(c) does not represent or warrant that any Output will be accurate, complete, current, reproducible or fit for any particular purpose, and clause 9B.3 applies;
(d) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the Participant’s access to and use of the Services and/or third party applications or the transfer of data over communications networks and facilities, including the internet, and the Participant acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities;
(e) is not responsible for any Virus which was not detected by Kana Earth using reasonable current commercial methods of detection or transmitted through any third-party services; and
(f) nor its suppliers or third-party service providers or software vendors, shall have any liability whatsoever for the accuracy, completeness, or timeliness of the Participant Content, or for any decision made or action taken by the Participant, or any third party in reliance upon any Participant Content or any Output.

15.3. Except as expressly provided for in this clause, Kana Earth (and its Associated Companies and its suppliers) to the extent permitted by law, disclaims all other warranties, express, implied or statutory, including warranties, terms and conditions of merchantability, accuracy, correspondence with description, fitness for a particular purpose or use and satisfactory quality, and non-infringement.

Termination and Suspension

16. Suspension

16.1. Kana Earth may suspend the Participant’s access to the Services and the Account, at any time with or without cause if:

(a) it believes that Participant has breached or otherwise failed to abide by these Terms, the procedures set out by Kana Earth or any relevant Code or Guidance;
(b) the Participant has failed to comply with any reasonable request by Kana Earth in relation to Participant’s use of the Services;
(c) it has received instructions to do so under the relevant Code or Guidance;
(d) Kana Earth reasonably suspects that the Participant has engaged in fraudulent, unethical or illegal activity in connection with the Services, Kana Earth or the Platform;
(e) the Participant's use of the Connector Services or of any AI Feature breaches clause 9A or clause 9B, exceeds any usage limit applied under clause 9A.7, or presents a security risk to the Platform, the Services or any Participant Content;
(f) if the Participant is carrying out a business activity for which specific qualifications, licences or approvals are required, and such qualifications, licences or approvals are either not obtained, maintained or suspended or revoked by the applicable Code, licensor or regulator; or

(g) the Participant is otherwise acting in a way that may bring the Services or Kana Earth into disrepute.

16.2. Kana Earth shall use commercially reasonable efforts to provide the Participant with written notice via email of the circumstances giving rise to the suspension under this section in advance of any suspension.

16.3. Upon notification by Kana Earth of temporary suspension, the Participant will have ten (10) Business Days to show cause in writing as to why the Participant should not be permanently suspended from the Services.

16.4. If within the ten (10) Business Day period, the Participant fails, to the satisfaction of Kana Earth, to show cause, Kana Earth may:

(a) permanently suspend the Participant from the Service;
(b) close the Participant's account(s) in the Service; or
(c) terminate these Terms under clause 22.8 (Force Majeure).

17. Termination

17.1. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate these Terms without liability to the other at any time with immediate effect upon written notice if the other party:

(a) is in material breach of any of its obligations under these Terms, in the case of a breach which is capable of remedy, fails to remedy such breach within thirty (30) days following notice of the breach; or
(b) voluntarily files a petition under bankruptcy or insolvency law; shall have a receiver or administrative receiver appointed over it or any of its assets; or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business; or is subject to any analogous event or proceeding in any applicable jurisdiction.

17.2. Kana Earth may further terminate these Terms (or part thereof) pursuant to clause 9.1 (Changing scope of services) on giving thirty (30) days' notice or immediately where the provision of the Services or part thereof becomes unlawful or otherwise unviable.

17.3. The Participant may terminate these terms for any reason on giving ninety (90) days' written notice to Kana Earth. This clause shall not apply where a Services Agreement specifies alternative termination rights.

18. Obligations on Termination

18.1. On termination of these Terms, for any reason:

(a) the Participant's rights of use granted under these Terms shall immediately terminate and Participant shall immediately cease the use of the Services, as applicable; and
(b) the Participant shall make no further use of the terminated Services and each party shall return and make no further use of any equipment, property, software and any other items (and all copies of them) belonging to the other party, subject to Kana Earth retaining a back-up of Participant Content in its possession for up to thirty (30) Business Days after the date of termination in accordance with clause 18.2 below.

18.2. Kana Earth may destroy or otherwise dispose of any Participant Content in its possession if Kana Earth receives, no later than thirty (30) Business Days after the effective date of the termination of these Terms, a written request to remove the Participant Content.

18.3. Termination does not require, and Kana Earth is not able to procure, the deletion of Participant Content which has already been transmitted to an AI Client under clause 9A.9. The Participant is responsible for securing the deletion of that content from its AI Client.

Data and Confidentiality Obligations

19. Data Protection

19.1. The parties shall fully comply with the data protection obligations set out in Schedule 1 (Personal Data and Data Protection) of these Terms.

19.2. Kana Earth will only process Personal Data for the provision of the Services, for the duration of the Services and in accordance with its Privacy Policy.

20. Confidentiality

20.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under these Terms. A party's Confidential Information shall not be deemed to include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving party;
(b) was in the other party's lawful possession before the disclosure;
(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
(d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
(e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

20.2. Each party shall:

(a) hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of these Terms; and
(b) take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of these Terms.

20.3. The obligation and responsibilities held in clause 20.2 will also extend to Kana Earth's handling of Participant Content which is marked as marked in the Platform as not willing to be shared.

20.4. Kana Earth shall: (a) hold the Participant's Private Data securely and, unless sharing with Project Related Participants, not make the Participant's Private Data available to any other third party, or use the Private Data for any purpose other than the implementation of these Terms; and (b) take all reasonable steps to ensure that the Private Data to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of these Terms.

20.5. Clauses 20.2, 20.3 and 20.4 do not apply to Participant Content transmitted to an AI Client at the request of the Participant or of an Authorised User, to which clause 9A.9 applies.

20.6. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

20.7. On termination of these Terms or when requested to do so in writing by the disclosing party, the receiving party shall promptly:

(a) deliver to the disclosing party any documents and other materials in its possession or control that contain any of the Confidential Information;
(b) permanently delete, destroy and erase all electronic copies of the Confidential Information from any computer or data storage system into which the Confidential Information was entered; and
(c) make no further use of the Confidential Information.

20.8. The receiving party, if requested by the disclosing party, shall confirm in writing that the provisions of clause 20.7 of these Terms have been complied with. The obligations of confidentiality under this clause 20 shall survive any expiration or termination of these Terms for a period of three (3) years.

Liability

21. Limitations of Liability

21.1. The exclusions in this clause 21 shall apply to the fullest extent permissible at law but neither party excludes or limits its liability for (a) death or personal injury caused by its negligence or that of its officers, employees, contractors or agents; (b) fraud or fraudulent misrepresentation; (c) or any other liability which cannot be excluded by applicable law.

21.2. Subject to clause 21.1 above, and except with respect to Fees owed by the Participant to Kana Earth (if any), the Participant's indemnity obligations hereunder and the Participant's infringement of Kana Earth's Intellectual Property Rights, the aggregate liability of each party for or in respect of any loss or damage suffered by the other party (whether due to breach of contract, tort (including negligence) or otherwise) under or in connection with these Terms in any claim year shall be limited to ten thousand pounds sterling (£10,000).

21.3. To the maximum extent permitted by applicable law, in no event will either party be liable to the other for special, consequential, incidental or other indirect damages, or for loss of profits, anticipated savings, business opportunity, goodwill, or loss of revenue, loss of use or loss of data (including corruption of data), or costs of procurement of substitute goods or services arising of these Terms, howsoever caused and under any theory of liability (including contract, tort, negligence or otherwise), even if the other party has been advised of the possibility of such damages. The parties acknowledge that the amounts payable hereunder are based in part on these limitations and further agree that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

21.4. The Participant assumes sole responsibility for results obtained from the use of the Services by the Participant, and for conclusions drawn from such use. Kana Earth shall have no liability for any damage caused by errors or omissions in any information or instructions provided to Kana Earth by the Participant in connection with the Services or any actions taken by Kana Earth at the Participant's direction.

21.5. The Services may contain links to, or connect with, other websites, applications and services, including AI Clients. These third-party websites, applications and services are provided either to allow the Participant to use certain features of the service or for the Participant's information only. Kana Earth makes no representation or commitment and shall have no liability or obligation whatsoever in relation to any third-party website nor the content or use of, or correspondence with, any such third-party website.

21.6. Kana Earth does not, and cannot, control the flow of data to or from the network where the Services reside and other portions of the internet including denial of service attacks (an attack which sends a flood of incoming messages to the target system forcing the system to shut down, thereby denying service to legitimate Participants). Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Participant's connections to the internet (or portions thereof). Kana Earth cannot guarantee that such events will not occur. Accordingly, Kana Earth, its suppliers and subcontractors, if any, disclaim any and all liability resulting from or related to such events and Participant shall have no claim in respect thereof.

21.7. Without prejudice to clause 21.1, and subject to clause 21.2, Kana Earth shall have no liability for:

(a) any act or omission of an AI Client or of the provider of an AI Client;
(b) any loss or damage arising from reliance on any Output; or
(c) any alteration, loss, corruption, deletion or disclosure of Participant Content resulting from an operation carried out using the Participant's Connector Credentials, including in the course of Agentic Use.

Miscellaneous

22. General

22.1. **Order of Precedence**. In the event of any inconsistencies or conflict between the Terms, Services Agreement and/or any Code or Guidance requirements, each document will prevail over the other in the following order: (1) Code/Guidance, (2) Services Agreement, (3) Terms.

22.2. **Entire Agreement**. These Terms, the Services Agreement and any documents referenced in them set out the entire agreement and understanding between the parties and supersedes any previous agreement between the parties relating to its subject matter. Unless otherwise expressly agreed in writing these Terms apply in place of and prevails over any terms or conditions contained in or referred to in any correspondence or elsewhere or implied by trade custom or course of dealing. Any general terms of business or other terms and conditions of any order or other document issued by the Participant in connection with these Terms shall not be binding on Kana Earth. In entering into these Terms each party acknowledges and agrees that it has not relied on any representations made by the other except as set forth in these Terms. Any such representations are excluded.

22.3. **Variations**. Save as otherwise expressly stated in these Terms, these Terms may only be modified or varied in writing executed by duly authorised representatives of both parties.

22.4. **Survival**. In addition to those provisions which by their nature are intended to survive any termination of these Terms, clauses 1 (Interpretation), 4 (Licence), 9A.9 and 9A.10 (Connector Services), 9B.3, 9B.4 and 9B.6 (Artificial Intelligence and Automated Use), 10 (Participant IP) and 11 (Kana Earth IP), 18 (Obligations on Termination), 19 (Data Protection) and 20 (Confidentiality Obligations), 21 (Limitations of Liability) and 22 (General) of these Terms shall survive such termination or expiration of these Terms.

22.5. **Waiver**. A waiver of any right under these Terms is only effective if it is in writing and it applies only to

the party to whom the waiver is addressed and to the circumstances for which it is given. Unless specifically provided otherwise, rights arising under these Terms are cumulative and do not exclude rights provided by law.

22.6. **Invalid provisions**. If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

22.7. **Third Party Rights**. A person who is not a party to these Terms has no rights to enforce, or to enjoy the benefit of, any term of these Terms, but this does not affect any right or remedy of a third party which exists or is available by applicable law or that is expressly provided for under these Terms.

22.8. **Force Majeure**. Kana Earth shall have no liability to the Participant under these Terms if it is prevented from or delayed in performing its obligations under these Terms due to a Force Majeure Event. Kana Earth shall provide the Participant with notice of a Force Majeure Event and its expected duration.

22.9. **Anti-Bribery**. Each party shall comply with all applicable laws, statues and regulations relating to anti-bribery and anti-corruption.

22.10. **Notices**. All notices to be given under these Terms shall be given in English in writing to a party's registered address, or to such other address as shall be given by either party to the other in writing. Any notice involving non-performance and termination shall be hand-delivered or sent by recognised overnight courier or by registered post with copy by email. All such notices shall be deemed to have been given and received on the earlier of actual receipt or three (3) days from the date of postmark. All other notices may be provided by email to the contact email address provided by each party upon entering into these Terms and such email shall be deemed delivered one (1) day from the date of the email.

22.11. **Independent Contractor**. The parties to these Terms are independent contractors. Participant bears all risk and cost of operating its own business, including risk of loss. Nothing in these Terms is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind or employment relationship between the parties, nor constitute any party an employee or agent of another party for any purpose. No party shall have authority to act as employee or agent for, or to bind, the other party in any way.

22.12. **Subcontracting and Assignment**. Except as provided herein, neither Kana Earth nor Participant may assign or otherwise transfer these Terms or any of its rights or obligations or purport to do any such acts under it to any third party without prior written consent from the other party, such consent not to be unreasonably withheld. Notwithstanding anything to the contrary, Kana Earth shall have the right, upon written notice to Participant, to assign these Terms to any of its Associated Companies, or to an entity resulting from a merger, acquisition or other business reorganisation of Kana Earth. In addition, Kana Earth shall have the right to subcontract any of its obligations hereunder to a third party, including to an AI Provider, provided that Kana Earth shall continue to remain responsible for the performance of the Service hereunder. Any attempted assignment, sub-contracting or other transfer in violation of this provision shall be null and void.

22.13. **Dispute Resolution**. If a dispute arises out of or in connection with these Terms, then the parties will use reasonable endeavours to resolve such dispute before submitting any claims to the courts.

22.14. **Governing Law and Jurisdiction**. These Terms and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) will for all purposes be solely and exclusively governed, construed and enforced in accordance with the substantive laws of England and Wales (without regard to the conflicts of law provisions thereof). Both parties submit to the exclusive jurisdiction of the courts of England and Wales.

22.15. **Export Control**. The Services, Documentation and the Kana Earth's Data are subject to the export control laws of various countries, including without limitation the laws of the United Kingdom. The Participant agrees that it will not submit the Services, Documentation or Kana Earth's Data to any government agency for licensing consideration or other regulatory approval without the prior written consent of Kana Earth, and will not export the Service, Documentation or Kana Earth's Data to countries, persons or entities prohibited by such laws. The Participant shall also be responsible for complying with all applicable governmental regulations of the country where the Participant is registered, and if relevant any foreign countries with respect to the use of the Services, Documentation or Kana Earth's Data by the Participant and its Participants. The Participant will not engage in any activity that would cause Kana Earth to be in violation of any such export control laws and regulations.

22.16. **Modification of Terms.** Kana Earth may update these Terms from time to time and shall give prior notification to the Participant of any updates in writing. Kana Earth will always keep the current version of these Terms posted on its website, and any updates will automatically take effect on the effective date unless the Participant notifies Kana Earth of its objection, upon which these Terms shall be considered terminated, unless otherwise agreed.

23. Definitions

Account: a Participant account registered via the Platform with at least one associated Authorised User.

Admin User: each employee, agent or subcontractor who is authorised by an Owner to access the Services with Account administrator rights to the Platform, update Participant and Project information and enable, update and remove other Users (other than Owner) in the Participant Account.

Agentic Use: as defined in clause 9B.5.

AI Client: any third-party application, assistant, agent, model-based client or other software which the Participant or an Authorised User connects to the Platform through the Connector Services.

AI Features: as defined in clause 9B.1.

AI Provider: a third party which supplies AI Technologies used by Kana Earth to provide an AI Feature.

AI Technologies: machine learning models, including large language models, together with the related software, tooling and infrastructure used to generate Output.

Applicable Data Protection Law: the legislation governing the processing of personal data in the country or state in which that personal data is processed, and includes (as appropriate) the Data Protection Act 2018 (UK), the UK GDPR (as defined in the Data Protection Act 2018) ("**UK GDPR**"), the General Data Protection Regulation 2016/679 (EU) ("**GDPR**"), including in each case any implementing laws, regulations and secondary legislation as well as all other regulations, mandatory guidance(s) issued by the relevant supervisory authority in relation to the processing of personal data. The terms **data controller"**, "**data processor**" **"personal data"**, **"process" "processing"** shall have the meaning set out in the Applicable Data Protection Laws and "**subprocessor**" means any third party appointed by or on behalf of Participant to process Participant's personal data in connection with these Terms.

Associated Companies: an entity that directly or indirectly controls, is controlled by, or is under common control with, a party to these Terms. For the purposes of the foregoing, "**control**" means the ownership of: (a) greater than fifty per cent of the voting power to elect directors of the entity, or (b) greater than fifty per cent of the ownership interest in the entity.

Authorised Users: each Owner, Admin User and User as the context requires.

Business Day: any day which is not a Saturday, Sunday or statutory public holiday in England.

Business Hours: 09:00 to 18:00 GMT or BST (as applicable) on each Business Day.

Code: the relevant set of definitions, laws, rules, methodologies, plan, system, arrangement or other standard for the measurement and recognition of nature units and credits as eligible to be listed in a Registry.

Confidential Information: information of a party that is proprietary or confidential and is either clearly labelled as such, identified as Confidential Information in clause 20, or a reasonable person would understand to be confidential or proprietary at the time of disclosure;

Connector Credentials: the access tokens, API keys, client credentials or other authentication materials issued by or on behalf of Kana Earth which enable access to the Connector Services.

Connector Services: as defined in clause 9A.1.

Deliverable: all documents, software, or other products and materials delivered by Kana Earth in relation to the Professional Services in any form, or any other materials agreed to be delivered to the Participant in a SOW.

Documentation: the then current document(s) made available to the Participant by Kana Earth which sets out the Services Specifications and the Participant instructions for the Services.

Feedback: any suggestion or idea for improving or otherwise modifying Kana Earth's products or services.

Fees: any fees payable with respect to a Participant's Account, as identified to Participant prior to signing up.

Force Majeure Event: acts, events, omissions or accidents beyond a party's reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, fire, flood or storm.

Guidance: any guidelines, recommendations, policies or instructions of any person, regulator or authority which are required to be complied with relating to Project Activity and shall include (for e.g.) Codes under development.

Intellectual Property Rights: including without limitation, rights in patents, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights arising anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights.

Kana Earth's Data: the information or data provided by Kana Earth to the Participant as part of the Services, including, in an anonymised format data obtained from the Participant's use of the Service; records and logs of use of the Connector Services generated under clause 9A.11; and (if applicable) any meta data and/or other anonymised data which may be extracted by Kana Earth from Participant's use of the Services to be used to provide the Services (and or for Kana Earth to improve and/or develop its Services), which may include without limitation Feedback from the Participant in respect of its use of the Services.

Model Context Protocol or MCP: the open protocol of that name for connecting applications and language models to external tools and data sources, as published and amended from time to time.

Output: any content, text, data, summary, analysis, recommendation, calculation or other material generated by an AI Feature, or generated by an AI Client using Participant Content or Kana Earth's Data obtained through the Connector Services.

Owner: the named employee of the Participant who is authorised by the Participant to use the Services and act as "Owner" within the Account with administrator rights to the Platform, to update Participant and core Project information and enable, update and remove other Authorised Users (including Admin Users) in the Participant Account.

Participant Content: the content, data, documents, materials and/or information (a) provided by Participant to Kana Earth and/or inputted by Participant, Authorised Users, or Kana Earth on Participant's behalf for the purpose of using the Services or facilitating Participant's use of the Services, (b) collected and processed by or for the Participant through Participant's use of the Services, and/or (c) shared by the Participant where the Participant makes use of a feature of the Services that allows Participant or its Authorised Users to import, upload, link to, present, share, embed or otherwise make available to third parties through Participant's or its Authorised Users use of the Services ("**share/shared**").

Platform: the systems (including all equipment, software, peripherals and communications networks) owned, controlled, operated and/or used by Kana Earth to supply the Services.

Platform Data: Data that is entered into the Platform by Participants with the understanding it will be shared across the Services (which includes, for example, Project data such as benefits, risks, carbon accounting etc.).

Private Data: Participant Content that is intended to be shared on the Platform between Project Related Participants, but not openly shared across the whole Platform as Platform Data. For more information on this data, see the Services Description.

Professional Services: any customisation, third party product integration, training or other services (other than the Subscription Services and the Support Services) to be provided by Kana Earth to a Participant as described in a separate statement of work.

Project: a project or program, which alters the conditions identified in the baseline scenario and which results in the removal, limitation, reduction, avoidance, requisitioning or extenuation of one tonne (or metric ton) of emissions of GHGs or other ecosystem services.

Project Activity: the specific set of technologies, measures and/or outcomes specified in a methodology, applied to a Project.

Project Related Participants: Participants from separate organisations who share a relationship to each other through a Project, via the Platform.

Registry: a registry, register or database operated under or recognised by a Code in which nature units or credits are listed, issued, transferred, retired or otherwise recorded.

Registry Data: Project data that is available in the public domain, such as on a Registry, and uploaded into the Platform (which includes, for example, core project details, including Project name, location, size, predicted carbon stock change and involved parties).

Responsible Owner: Participant in the Platform with the relevant access right in the Platform settings giving them responsibility over the project, including, but not limited to, the ability to share Private Data and Platform Data to Project Related Participants, and delete the Project.

Scope: as defined in clause 5.1 or as otherwise agreed by the parties in writing from time to time.

Services: the Subscription Services, the Support Services, the Connector Services, the AI Features and/or the Professional Services accessed or purchased by the Participant.

Services Description: those Kana Earth services made available by Kana Earth as a subscription depending on Participant type which are detailed under the following **link**.

Services Specifications: Kana Earth's then-current standard specifications for the Services.

Service Start Date: the earlier of the date on which a Participant accesses the Services or has otherwise indicated on the Platform its acceptance of these Terms.

Statistical Data: anonymised, de-identified and aggregated information generated by an end user of the Services with respect to a Participant's Projects or Participant Content, including (for e.g.), number of times a Project is accessed by users of the Service, and anonymised and aggregated records of use of the Connector Services.

Subscription Services: the access to and use of the Kana Earth software-as-a-service via the Platform, including the Connector Services and the AI Features, in accordance with these Terms.

Support Services: the baseline maintenance and support provided under clause 7 of these Terms.

Taxes: any applicable taxes, including without limitation, withholding, sales, use, excise, value added tax and similar taxes but shall not include taxes based on Kana Earth's gross income.

Term: as defined in clause 6.1.

User: each employee, agent or contractor of the Participant who is authorised to access the Services by the Owner or an Admin User**.**

Virus: any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the access to or operation, reliability or Participant experience of any computer software, hardware or network, telecommunications service, equipment or network or any other service or device, including worms, trojan horses, viruses and other similar things or devices.

Schedule 1 Personal Data and Data Protection

1. The quality and the responsibility of the parties.

The parties act as separate data controllers according to the definition in the UK GDPR and each party is responsible for the processing for which it is designated as such under these Terms. Kana Earth, acting as a data controller, is responsible for itself, its Associated Companies and its data processors for the processing described in these Terms and the Services Description. It is expressly agreed that the assignment of the function of a data controller excludes between the parties any situation of joint responsibility for the processing for which only one of the parties is the data controller.

When one party is transferring personal data to the other party: (a) the party transferring personal data shall ensure that any personal data that is transferred has been collected in accordance with the Applicable Data Protection Law; and (b) the fair processing notice given to the relevant data subject entitles the recipient to process such personal data for the purposes set out in these Terms.

Neither party shall process personal data transferred under these Terms for any purposes other than those set out in these Terms.

No assurance is given by either party regarding the lawfulness of the processing of any data obtained pursuant to these Terms by the other party.

For clarity, each Party acts as an independent data controller in respect of Personal Data processed under a Services Agreement or Additional Services.

2. Compliance with Applicable Data Protection Law.

Each party undertakes to comply with Applicable Data Protection Law and maintain all information, records, data and other documentation as are required by the Applicable Data Protection Law.

When processing Participant personal data as a data controller, Kana Earth shall: (a) process the personal data lawfully, fairly and transparently; (b) process the personal data only for one or more specified, legitimate and lawful purposes as permitted by the Applicable Data Protection Law and not to process the personal data for purposes incompatible with that purpose or those purposes; (c) ensure that the extent of the processing is relevant and not excessive in relation to the purposes for which the personal data is collected and used and, where appropriate, keep such personal data up to date; (d) take appropriate steps not to retain the personal data for a longer period than is justified by the purposes for which it was collected, unless the Applicable Data Protection Law or any other applicable law require the personal data to be retained for any other specified period; (e) taking into account the state of the art, the cost of implementation, scope, context and purpose of processing as well as the risk of varying likelihood and severity for the rights and freedoms of data subjects, take all necessary measures to ensure the confidentiality, security and integrity of the personal data to which it (including its employees, officers, affiliates) and/or its subcontractors and/or service providers have access in order to prevent, in particular: (i) the accidental destruction, deterioration, modification or loss of personal data, (ii) the accidental disclosure of or access to personal data to/by third parties, and/or (iii) any form or purpose of unlawful processing of such personal data not provided for in these Terms; (f) inform the data subjects of the data processing and provide them with all information required by the Applicable Data Protection Law; (g) respect the rights of data subjects in accordance with Applicable Data Protection Law, and deal with their requests in accordance with their rights in an appropriate manner; and (h) ensure that only individuals who require access to the personal data are given access (and only to the extent necessary) and that such individuals are bound by contractual or statutory confidentiality obligations in relation to the personal data.

Each party shall cooperate reasonably with the other party at the other party's reasonable request and cost (to the extent reasonable) and/or with any supervisory or regulatory authority (such as the UK's Information Commissioner's Office (ICO)) in connection with such assistance or information as is required or materially relevant to the requesting party's compliance with the Applicable Data Protection Law and/or with such supervisory authority's request or enquiry.

3. Subprocessing & Data Transfers.

Kana Earth undertakes to disclose the Participant personal data only as necessary for its own processing set out in these Terms and to only transfer Kana Earth personal data to its data processors if: (a) Kana Earth has carried out a prior legal and security assessment on the reliability of the data processor for the processing and protection of Kana Earth personal data; (b) Kana Earth has entered into a written agreement with each data processor containing data protection obligations not less protective than those in these Terms; (c) if Kana Earth transfers personal data to a third party data processor located outside the European Economic Area ("EEA"): (i) it is to an Equivalent Country (as

defined below); or (ii) adequate protection measures approved by the European Commission have been implemented between the parties prior to any such transfer or access or appropriate safeguards have been put in place in accordance with the Applicable Data Protection Law. For the purposes of this Schedule 1, “Equivalent Country” shall mean a country or territory which is not a member state of the European Economic Area but which has, at the relevant time, been determined by the European Commission, in accordance with the Applicable Data Protection Law, as a country or territory ensuring an adequate level of protection for personal data.

4. Connector Services and Artificial Intelligence

Where Kana Earth transmits personal data contained in Participant Content to an AI Provider for the purpose of providing an AI Feature, that AI Provider acts as a data processor of Kana Earth, and paragraph 3 of this Schedule 1 applies to that transfer.

Where personal data is transmitted from the Platform to an AI Client at the request of the Participant or of an Authorised User through the Connector Services, Kana Earth acts as a data controller in respect of that transmission only. The Participant, or the provider of the AI Client acting as the Participant's data processor, acts as a separate data controller or data processor in respect of all subsequent processing. The Participant is responsible for establishing a lawful basis for, and for providing fair processing information in respect of, that subsequent processing, and for concluding any processing agreement required with the provider of the AI Client.

The Participant shall not use the Connector Services to extract personal data from the Platform other than where it has a lawful basis to do so, and shall not transmit special category personal data or criminal offence data to an AI Client without having completed an appropriate assessment under Applicable Data Protection Law.

Kana Earth shall maintain, and make available to the Participant on request, a list of the AI Providers it engages and the countries in which they process personal data.

Kana Earth shall not use personal data contained in Participant Content, and shall procure that no AI Provider uses such personal data, to train, fine-tune or improve any generalised or foundation model.