

# Kana Ledger (v1.1) – Terms of Service (Participants)

Effective date: 9th May 2023

## Terms of Service

Please read these Terms carefully before using any Services made available on our Website. By browsing, accessing and/or using any of the Services available on this Website or opening an Account, 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.

The Participant acknowledges and agrees that Kana Earth does not in any way guarantee or make any representations (including by omission) as to legal title to the Units. The Participant further acknowledges that it is not possible to sell or purchase the Units via the Services. Participants must conduct their own due diligence in respect of any Project and any Units and any reliance on information made available via the Services is at the Participant's own risk.

If you do not agree to these Terms, please exit our Website and refrain from any further use and/or access to our Website 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 Website and “Participant” means an entity which opens an Account in accordance with these Terms.

### Getting Started

2. Terms
  - 2.1. The Participant acknowledges and agrees that, when using the 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.
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 is an authorised person undertaking Project Activities in accordance with a Code or Guidance;
    - (c) the Participant has indicated its acceptance of these Terms by using the Service or otherwise; and
    - (d) 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 internal 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 as further described in the [Services Description](#) ("Scope").
- 5.2. Kana Earth shall provide periodic reports of Statistical Data to Participant regarding each of its Projects available on the Service.
6. Duration of 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). 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 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 Services; (b) restrict or modify access to the Services; and/or (c) waive any charges in connection with the Services.
7. Support Services
- 7.1. Kana Earth has no obligation to provide any maintenance, support or other services in relation to the Services, including providing any telephone assistance, documentation, error corrections, updates, upgrades, bug fixes, patches and/or enhancements, except in its sole discretion.
- 7.2. If any maintenance, support or other services are provided in relation to the Services, a Participant's access and use of the Services may be interrupted, suspended or restricted.
8. Changing scope of services
- 8.1. 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 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.
- 8.2. Kana Earth may also from time to time publish additional guidelines, rules and conditions applicable to the use of the Service. Participant agrees to comply with these additional guidelines, rules and conditions, which are incorporated by reference into these Terms.

## Intellectual Property

9. Participant IP
- 9.1. As between the parties, the Participant retains ownership of all Intellectual Property Rights in the Participant Content. 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 improving the Services. 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 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 Participant. Notwithstanding the provisions of clause 19 (Confidential Information), Participant may not designate Feedback as its Confidential Information to the extent that such Feedback relates to Kana Earth's Services.

## 10. Kana Earth IP

- 10.1. 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 Participant by Kana Earth other than as expressly provided for in these Terms.
- 10.2. 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.
- 10.3. 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.

## General Participant Obligations

### 11. Authorised Users

- 11.1. 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.
- 11.2. The Participant will not allow more than one individual per Authorised User login unless that Authorised User's login has been reassigned in its entirety to another Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Service.
- 11.3. The Participant shall procure that it and its Authorised Users (a) keep all account logins and passwords confidential and not disclose them to third parties, (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.

- 11.4. The Participant shall be liable for any Authorised User's breach of these Terms.
12. Participant Content; Right to Post Participant Content; Reviewing and Enhancing a Project
- 12.1. 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.
- 12.2. Project data which is available in the public domain may be uploaded to the Services and (subject to clause 12.8) refreshed from time to time by Kana Earth.
- 12.3. Once the Participant has opened an Account, the Participant's Authorised Users will be able to access and review a Participant's Project and provide additional Participant Content in accordance with the procedures set out by Kana Earth or the Code/Guidance.
- 12.4. Participant Content provided by a Participant or other users on the Service will become public. It shall be Participant's sole responsibility to take any measures to protect any Intellectual Property in the Participant Content before it is uploaded or otherwise provided.
- 12.5. 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 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; and
  - (b) Participant has and will have sufficient rights in the Participant Content to grant the rights to Kana Earth under these Terms; and
  - (c) The Participant Content will not contain any Viruses.
- 12.6. If Member wishes to upload its own Project, Kana Earth will only list a Project if:
- (a) the applicable Code or Guidance is set up on the Service; and
  - (b) Participant has registered with any relevant Registry and submitted all necessary information in accordance with the applicable Code or Guidance.
- For the avoidance of doubt, Kana Earth may, in its absolute discretion, refuse to list any Project on the Service.
- 12.7. 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.
- 12.8. 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.
- 12.9. It is the Participant's sole responsibility to instruct Kana Earth to correct any incorrect or inaccurate Participant Content held in the Services 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.

12.10. Subject to clause 17 (Obligations on Termination) and the [Privacy Policy](#) , if the Participant flags a Project as having Quiet Project Status, the Project will not be available to view or be searched.

13. Participant Acknowledgements

13.1. 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. Participant agrees not to use any content of the Service as a substitute for independent investigations and competent financial and business.

13.2. 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**

14. Kana Earth Services Warranties and Disclaimers

14.1. Participant acknowledges that the Services are provided “as is” and “as available” with no warranties.

14.2. 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) 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;
- (d) 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
- (e) 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.

14.3. 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

15. Suspension
- 15.1. Kana Earth may suspend the Participant's access to the Services and the Account, at any time with or without cause and without prior notice to the Participant 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 Website;
  - (e) if the Participant is carrying out a business activity for which licences or approvals are required, such licences or approvals are suspended or revoked by the applicable licensor or regulator; or
  - (f) the Participant is otherwise acting in a way that may bring the Services or Kana Earth into disrepute.
- 15.2. Kana Earth shall provide the Participant with written notice via email of the circumstances giving rise to the suspension under this section as soon as possible but no later than within seven (7) Business Days following such suspension.
- 15.3. 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.
- 15.4. 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 21.8 (Force Majeure).
16. Termination
- 16.1. 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.
- 16.2. Kana Earth may further terminate these Terms (or part thereof) pursuant to clause 8.1 (Changing scope of services) or where the provision of the Services or part thereof becomes unlawful or otherwise unviable.
17. Obligations on Termination
- 17.1. 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 17.2 below.
- 17.2. Unless otherwise required to be retained in accordance with a Code, Guidance or applicable law, Kana Earth will move all Participant Projects to Quiet Status and retain such data as per its retention policy. Kana Earth may destroy or otherwise dispose of any of 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, or a written request to remove the Participant Content.

## Data and Confidentiality Obligations

18. Data Protection
- 18.1. The parties shall fully comply with the data protection obligations set out in Schedule 1 (Personal Data and Data Protection) of these Terms.
  - 18.2. 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](#).
19. Confidentiality
- 19.1. 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.
  - 19.2. 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. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
  - 19.3. 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.
- 19.4. The receiving party, if requested by the disclosing party, shall confirm in writing that the provisions of clause 19.3 of the Terms have been complied with. The obligations of confidentiality under this clause 19 shall survive any expiration or termination of these Terms for a period of three (3) years.

## Liability

20. Limitations of Liability
- 20.1. The exclusions in this clause 20 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.
- 20.2. Subject to clause 20.1 above, and except with respect to amounts owed by the Participant to Kana Earth, 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).
- 20.3. 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. Kana Earth accepts no liability for failure to maintain any level of availability of the service other than where it is in material breach of its material obligations under these Terms.
- 20.4. 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. The Services may contain links to other websites. These third party websites 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.
- 20.5. 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 send 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.

## Miscellaneous

### 21. General

- 21.1. **Order of Precedence.** In the event of any inconsistencies or conflict between the Terms, and/or any Code or Guidance requirements, the Code or Guidance requirements will prevail over these Terms in that order.
- 21.2. **Entire Agreement.** These Terms 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 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.
- 21.3. **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.
- 21.4. **Survival.** In addition to those provisions which by their nature are intended to survive any termination of these Terms, clauses 1 (Interpretation), 4 (Licence), 9 and 10 (Intellectual Property), 17 (Obligations on Termination), 18 and 19 (Data and Confidentiality), 20 (Liability) and 21 (General) of these Terms shall survive such termination or expiration of these Terms.
- 21.5. **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.
- 21.6. **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.
- 21.7. **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.

- 21.8. **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.
- 21.9. **Anti-Bribery.** Each party shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption.
- 21.10. **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.
- 21.11. **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.
- 21.12. **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, 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.
- 21.13. **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.
- 21.14. **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.

**21.15. 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. Modification of Terms**
- 22.1. Kana Earth may modify these Terms from time to time at Kana Earth's discretion. Any such modification takes effect at the time specified by Kana Earth and without the Participant's prior consent.
  - 22.2. It is the Participant's responsibility to check the Services website from time to time in relation to such amendments. Where a modification to these Terms is considered by Kana Earth to be material, Kana Earth will, as soon as reasonably practicable, notify the Participant of such modifications by placing a notice to this effect on the Website or by such other means as Kana Earth may determine.
  - 22.3. The Participant is deemed to have accepted the modified Terms and to ensure compliance with them by all authorised representatives.

## 23. Definitions

**Account:** a Member account registered via the Platform with at least one associated Authorised User;

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

**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: (i) greater than fifty per cent of the voting power to elect directors of the entity, or (ii) 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 Units and Credits (including, but not limited to, the Gold Standard, the Verified Carbon Standard, the UK Woodland Carbon Code and the IUCN UK Peatland Carbon Code) 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 19, or a reasonable person would understand to be confidential or proprietary at the time of disclosure;

**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;

**Environmental Benefits:** all legal and equitable right, title, interest and benefit arising from or associated with (a) removal, limitation, reduction, avoidance, requisitioning or extenuation of emissions of GHGs from the atmosphere, (b) the protection, conservation or enhancement of the environment and/or biodiversity, or (c) the achievement of sustainable development outcomes; or (d) any other legal and equitable right, title, interest or benefit relating to the environmental benefit as may be created by law, or otherwise by a Code or Guidance;

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

**Fees:** any fees payable under these Terms;

**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; and (if applicable) (ii) 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;

**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 developer portal, to update Participant and Project information and enable, update and remove other Authorised Users (including Admin Users) in the Participant Account;

**Participant Content:** the content, data, 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;

**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 measured in carbon dioxide equivalent from the atmosphere and/or other Environmental Benefits specified in a Code or Guidance;

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

**Quiet Project Status:** a feature of the Service enabling a Participant to flag a Project as having a “quiet status”, meaning the Project will not be available to view or be searched via the Service;

**Registry:** any electronic platform(s) approved by the Code or Guidance to supply registry services for Units generated under that Code or Guidance;

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

**Services:** the access to and use of the Kana Earth Software as a service via Kana Earth hosting platform, in accordance with these Terms;

**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 Website its acceptance of these Terms;

**Statistical Data:** anonymized, 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 to times a Project is accessed by users of the Service;

**Support Services:** the Kana Earth standard support services provided by Kana Earth as provided in accordance with the support terms and any other support services policy as notified by Kana Earth to Participant in writing from time to time, including the provision of any applicable maintenance releases for the Software during the Term;

**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;

**Unit(s):** each unit, generated from Project Activity and carried out under and in accordance with the Code which is eligible to be listed in a Registry which represents the right of an accountholder, in whose account the unit is recorded, to claim the achievement represented by the unit, including but not limited to, a GHG emission reduction or removal in an amount of one (1) tonne (metric ton) of CO2 equivalent that has been verified in accordance with the applicable Code; and

**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 acts 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.

### **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) to inform the data subjects of the data processing and provide them with all information required by the Applicable Data Protection Law; and (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. 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 co-operate 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.