

AI Terms of Use

1. Preamble

1.1 Scope of AI Terms of Use. These AI Terms of Use govern (i) the use of AI Products in the Platform and (ii) the use of Customer Data in connection with the use of AI Solutions used as part of the Advisory Services. These AI Terms of Use are incorporated by reference into the General Terms and Conditions ("General Terms and Conditions"). Together, these documents are referred to as the "Terms".

1.2 Definition References. A list of definitions can be found in Section 14 of this document. Any capitalised term not defined herein shall have the same meaning as defined in the General Terms and Conditions.

Part I - AI Products in the Platform

2. Obligations

2.1 User Responsibility. The User is responsible for any Input it uploads or otherwise inputs to the AI Products and represents to Position Green that it has all necessary rights to use the Input with the AI Products.

3. Additional Use Restrictions

3.1. Prohibited Uses. In addition to the use restrictions in the General Terms and Conditions, the User will ensure that it will not:

- a) use the Services to create, train, test or otherwise improve any machine learning algorithms or artificial intelligence systems;
- b) remove or alter any content credentials that may be generated with the Generated Output, or otherwise mislead any person that the Generated Output from the Services was solely human generated;
- c) provide any personally identifiable information, including names, addresses, phone numbers, email addresses, or birth dates for processing via AI Products, unless the Customer complies with all data protection and privacy laws and regulations applicable to the personal information, including providing privacy notices and obtaining consent, where required;
- d) attempt to bypass the protective measures to block harmful content.

3.2 Right to Block User Input. Position Green reserves the right to automatically block the User's Input, at its sole discretion, if Position Green believes it violates the rights of a third party, applicable law, or the Terms.

4. Input & Generated Output

4.1 Confidentiality. Position Green recognizes and respects the sensitivity of the data provided by the User. Any Input furnished by the User will be treated as strictly confidential.

4.2 Ownership. The User retains the ownership of the Input.

4.3 Intellectual Property. Between the User and Position Green, Position Green does not assert any ownership rights in the Generated Output, provided that the Generated Output does not contain any pre-existing Position Green intellectual property.

4.4 Deletion of Input and Generated Output. Upon request by the Customer made following the expiration or termination of the Service Agreement (through support@positiongreen.com), Position Green will delete the Input and Generated Output from its systems, subject to any applicable legal, regulatory, or compliance obligations that require its retention.

4.5 Deletion of Chat History. Any deletion of chats must be requested through support@positiongreen.com.

4.6 License to Position Green The Customer and its Users hereby grants Position Green a worldwide, non-exclusive, non-sublicensable, royalty-free, perpetual, irrevocable right to use, process, copy, reproduce, modify, and display the Input and the Generated Output solely as necessary (i) to provide the Services and (ii) to perform use case analysis, train, fine-tune, and improve non-generative AI models that support or enhance the Services. The Customer and its Users represents and warrants that it possesses all rights necessary to provide Input and to grant the licenses to Position Green set forth herein to use the Input and the Generated Output as described.

4.7. Opt out. Notwithstanding the foregoing, the Customer and its Users may opt out of allowing the Input and the Generated Output to be used for the purposes set forth in 4.6. (ii) by providing written notice to Position Green (support@positiongreen.com). If such notice is provided, Position Green may still use the Input and Generated Output to provide the Services.

4.8 No Generative AI Training Use. Position Green shall not, and shall not permit any third party to, reproduce or otherwise use the Input and Generated Output in any manner for the purpose of training generative AI models.

5. Disclaimers

5.1 Harmful Content. Due to the evolving nature of AI technologies, content produced by the AI Products may exhibit a wide range of results and could potentially include offensive, harmful, inaccurate, or inappropriate content generated by AI Products. By using the AI Products, the User acknowledges the possibility of encountering such content and agrees not to save, share, use, distribute, display, or otherwise disseminate any such content. The User can report any such content to support@positiongreen.com.

5.2 Duplicative Content. The User acknowledges that the AI Products may, in some scenarios, generate the same or similar content for multiple customers and/or users.

6. Content Credentials

6.1 Content Credentials. Position Green may attach content credentials to the Generated Output. These credentials serve as an indication of the sources used in generating the content, promoting ethical and transparent usage, allowing others to identify that the content was created using AI technology and providing insights into its sources.

7. No Warranties

7.1 Disclaimer. The AI Products and the Generated Output are provided “as is” without warranty of any kind, and Position Green does not warrant that the Generated Output is accurate, reliable, correct, non-infringing on third-party rights, suitable for fulfilling Customer’s regulatory, legal or other obligations, or fit for any specific purpose.

7.2 Limitation of Liability. The User accepts that any use of the Generated Output is at its own risk, and Position Green has no liability related to or arising from the Customer’s use of AI features or the Generated Output.

7.3 User Responsibility. The Customer and its Users must use discretion when relying on, publishing, distributing, or otherwise using any Generated Output resulting from the use of AI features.

Part II - AI Solutions used as part of the Advisory Services

8. Approved AI Solutions

8.1 Authorized AI Solutions. Only AI Solutions that have been formally evaluated, approved, and documented by Position Green (“Approved AI Solutions”) may be used in connection with Customer Data by Position Green.

8.2 Compliance, Security, and Ethical Standards. Approved AI Solutions must meet Position Green standards related to:

- a) Security (e.g., access controls, encryption, endpoint protection)
- b) Compliance (e.g., GDPR, or other applicable regulations)
- c) Data Governance (e.g., privacy, data minimization, localisation, etc.)
- d) Ethical and Responsible Use (e.g., non-discrimination, human oversight, transparency, auditability)

8.3 Registry of Approved AI Solutions. Position Green maintains an internal registry of Approved AI Solutions. The use of any unapproved AI Solution with Customer Data is strictly prohibited unless explicitly authorized in writing by the Customer.

9. Categories of Customer Data

9.1 Customer Data Categories. Customer Data may include one or more of the following categories, depending on the scope of the Customer engagement:

- a) Business Data: operational information, processes, and other business-related data.
- b) Confidential Data: proprietary business information or materials designated as confidential.
- c) Personal Data: personal information of Customer employees, clients, or users, as defined under the GDPR or other applicable data protection laws.
- d) Sensitive Data: data requiring additional safeguards under law or regulation, such as financial information, health data, or regulated industry data.

9.2. Concerned Categories. Only specific categories of Customer Data may be processed by AI Solutions. Position Green will not use Personal Data (Sub-section 9.1.c) or Sensitive Data (Sub-section 9.1.d) in any AI Solution, unless such data has first been subject to Aggregation so that the resulting dataset no longer constitutes Personal Data or Sensitive Data.

10. Customer Data Usage

10.1 Use Limitation. Position Green may use Customer Data in line with Sub-Section 9.2 to support the delivery of the Advisory Services, including for: (i) processing and transforming Customer-provided materials; (ii) analysing Customer Data to generate insights; and (iii) assisting with the preparation of drafts, proposals, or strategic materials. All outputs are subject to human review and oversight by Position Green's advisors.

10.2 Data Minimisation. Position Green will use the minimum amount of Customer Data necessary to achieve the intended purpose.

10.3 Anonymisation. If the Customer Data includes (i) Personal Data or any other information that directly or indirectly identifies an individual, and/or (ii) Confidential Data and/or Sensitive Data. Position Green will apply appropriate Anonymisation and/or Pseudonymisation measures before such data is processed by any AI Solution.

10.4 Prohibition on Unauthorized Use. Customer Data will not be used to train, improve, or otherwise modify third-party AI Solutions.

11. Customer Data Ownership

11.1 Ownership. Customer retains all right, title, and interest in and to Customer Data. Nothing in the Terms shall be construed as transferring ownership of Customer Data to Position Green.

Part III - General AI Terms

12. Employee Training

12.1 Mandatory Training. Position Green will ensure that all employees, contractors, and personnel with access to Customer Data or AI Solutions receive periodic training on:

- Data protection and privacy laws
- Secure handling of Customer Data
- Responsible and ethical use of AI Solutions
- Incident reporting
- Acceptable use and restrictions related to AI Solutions

13. Privacy Policy Integration

13.1 GDPR and Privacy Policy. Any handling of Personal Data by Position Green and/or its Affiliates in connection to AI Products and AI Solutions will be compliant to the EU General Data Protection Regulation 2016/679 (hereinafter "GDPR") as well as applicable privacy policy.

14. Definitions

14.1 Definitions. Any capitalised term used herein will have the meaning ascribed to it under this Section.

Term	Definition
Aggregation	Aggregated data refers to information that has been combined from multiple individuals in such a way that no person can be identified, directly or indirectly, from the resulting dataset. The data is merged, summarised, or statistically processed so that only group-level information remains.
AI Products	Position Green's Platform AI products.
AI Solution	A machine based system that operates with autonomy and may adapt over time, generating outputs such as predictions, content, recommendations or decisions based on input data. AI Solutions are not embedded in the Platform.
Approved AI Solution	Any AI Solution approved in accordance with Sub-Section 8.1 and 8.2.
Anonymisation	The application of anonymisation by which Personal Data is rendered anonymous in such a manner that the data subject is not or no longer identifiable.
Customer Data	Any data, information, or materials provided or made accessible by the Customer to Position Green for the provision of Advisory Services
Generated Output	The data or content generated by AI Products prompted by the User's Input.
Input	The data, text typed into, document, or content that the User submits for processing by AI features.

Personal Data	Information relating to an identified or identifiable natural person.
Pseudonymisation	The processing of Personal Data in such a manner that the personal data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the personal data are not attributed to an identified or identifiable natural person.
User	Any employee, contractor, agent, or representative of the Customer to whom credentials have been granted by the Customer to access and use the Services.
