

KANTAR GMBH'S AI TERMS OF USE

Preamble and Scope

These AI Terms supplement the [General Terms and Conditions](#) of Kantar GmbH (hereinafter "GTC") and apply to all services and tools provided by Kantar using artificial intelligence systems (hereinafter "AI systems").

These AI Terms incorporate the currently valid version of the Kantar AI Acceptable Use Policy, available at [\[https://www.kantar.com/kantar-acceptable-use-policy\]](https://www.kantar.com/kantar-acceptable-use-policy), which Kantar may update from time to time. The customer undertakes to comply not only with the GTC but also with the provisions of these AI Terms and the Kantar AI Acceptable Use Policy.

Terms defined in the General Terms and Conditions have the same meaning in these AI Terms, unless otherwise specified herein.

Definitions

For the purposes of these AI Terms, the following definitions apply; in addition, the definitions set out in the General Terms and Conditions apply:

'AI Laws': the relevant provisions of Regulation (EU) 2024/1689 (the AI Regulation) and the applicable data protection laws, in their current or superseded versions.

'AI Model': an algorithmic model or programme that derives conclusions, correlations or predictions from the input data received and/or generates output, using various architectures (including neural networks, deep learning, transformers, Bayesian networks, decision trees and support vector machines).

'AI System': a machine-based system that utilises an AI Model, operates with varying degrees of autonomy and may demonstrate adaptability following its deployment; it derives from the inputs received how outputs (e.g. predictions, content, recommendations or decisions) are generated, which may influence physical or virtual environments. This excludes conventional machine learning models, predictive analytics and other non-adaptive systems without autonomous behaviour or adaptability following deployment.

'Kantar AI Tools': tools incorporating AI systems and/or AI models (including third-party AI) that are owned by Kantar and/or licensed to Kantar and are used by Kantar as part of the services.

"Third-Party Data": training data provided by third parties, data collected via web scraping, validation and test data, and/or structured and unstructured databases used to train or improve the algorithms utilised by the Kantar AI Tools and/or the third-party AI.

"Third-Party Licence": a licence for the provision of third-party AI to Kantar.

"Third-Party AI": any AI system or AI model belonging to a third party.

Order of Precedence

In the event of any conflict between the aforementioned documents, the following order of precedence shall apply:

1. these AI Terms;
2. the Kantar AI Acceptable Use Policy; and
3. [the General Terms and Conditions](#) of Kantar GmbH.

Regulations

1. **COMPLIANCE WITH APPLICABLE LAW**
 - 1.1. Kantar complies with all laws and regulations applicable to the provision and use of the AI systems, including Regulation (EU) 2024/1689 (the AI Regulation), where applicable.
 - 1.2. Kantar warrants that its AI systems do not fall within the scope of prohibited practices under applicable law.
2. **TRANSPARENCY AND INFORMATION**

2.1. Upon reasonable request and to the extent required by applicable law, Kantar shall provide the following information:

- (a) a general description of the intended purpose and capabilities of the AI system;
- (b) relevant information on known limitations and risks; and
- (c) information necessary to enable the client to use the AI system appropriately and in compliance with the law.

2.2. Kantar is not obliged to disclose proprietary algorithms, source code, trade secrets or commercially sensitive information, unless this is strictly required by applicable law or by order of a regulatory authority, and subject to appropriate confidentiality safeguards.

3. PROPER USE AND INSTRUCTIONS

3.1. Kantar shall, to the extent required by the AI Regulation, provide reasonably clear instructions for the use of the AI system. The client shall use the AI system in accordance with these instructions.

3.2. Kantar is entitled to use the Client Materials within the AI system. The Client further agrees that a number of Kantar's AI tools (eg LINK AI and ConceptEvaluate AI) use Client Materials for training of AI Models.

3.3. The Client acknowledges and agrees that the use of an AI system based on a Large Language Model carries inherent bias and inaccuracy risks. The Client uses the AI system at its own risk and must not use or rely on the outputs without appropriate human review and moderation.

3.4. Ownership of the AI outputs and work products is governed by the section entitled 'Intellectual Property Rights'.

4. THE CLIENT'S OBLIGATIONS WHEN USING THE TOOLS

4.1. When using the Kantar AI tools directly, the customer shall comply with AI legislation and shall not use the Kantar AI tools for:

- (a) any purpose or use prohibited under AI legislation; or
- (b) any purpose or use classified as high-risk under the AI laws without Kantar's prior written consent.

4.2. The Customer warrants that it is authorised to input the Customer Data into the Kantar AI Tools, and that such use does not:

- (a) infringe the intellectual property rights (or any other rights) of third parties;
- (b) breach any provisions or requirements of the Kantar AI Acceptable Use Policy; or
- (c) contain personal data for the processing of which the Customer has no legal basis or for which it has not provided the data subjects with appropriate transparency notices, in each case as required by applicable data protection law for use with the Kantar AI tools.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. The Kantar AI Tools are the result of significant investment by Kantar and its affiliated companies; components of the Kantar AI Tools may be licensed from third parties.

5.2. In the relationship between the parties and to the extent permitted by applicable law:

- (a) the Customer retains all rights, title and interest in the Customer Data;
- (b) Subject to clause 5.3, in the case of direct use, the Client is the owner of the AI output, whilst the Client acknowledges that, due to the nature of AI tools and models, AI output is not unique and other clients may receive similar content from the Kantar AI tools;
- (c) in the case of indirect use, the Client is not the owner of the AI output, but is the owner of the deliverables into which the AI output is incorporated.

5.3. To the extent that Kantar holds any rights, title or interest in the AI output, Kantar hereby assigns these in full to the Customer.

5.4. The client acknowledges and agrees that these AI Terms do not transfer, assign or grant any rights, title or interest in the Kantar AI tools, Kantar data or the intellectual property rights contained therein (except to the

extent expressly provided for in these AI Terms or the General Terms and Conditions); all such rights, title and interests remain with Kantar or its licensors.

6. INDEMNITY

- 6.1. Any indemnity granted by Kantar under the Main Agreement or the General Terms and Conditions in respect of an infringement of intellectual property rights:
- (a) subject to clause 6.2 below, does not apply to losses or liability resulting from an infringement of intellectual property by Third-Party AI
 - (b) does not cover any losses or liability arising from the Customer's direct use of the Kantar AI tools or to the extent that they are caused by the processing of Customer data; and
 - (c) shall not apply where the Customer breaches its obligations under these AI Terms or the Kantar AI Acceptable Use Policy.
- 6.2. Kantar passes on to the Customer the benefit of any indemnity undertakings given by third parties in respect of third-party AI components within the Kantar AI Tools. Kantar is under no obligation to fulfil any obligations or accept any liability to the extent that a relevant third-party licence prohibits this or does not grant or permit such an obligation or liability.
- 6.3. Given the nature of AI models and the fact that AI output need not be unique, Kantar does not warrant that the direct use of the Kantar AI Tools will not infringe any intellectual property rights or other rights of third parties; Kantar does not grant any indemnity in respect of the AI output.
- 6.4. Liability is otherwise governed by the Main Agreement or the General Terms and Conditions.

7. DATA GOVERNANCE AND QUALITY

- 7.1. Kantar takes appropriate measures in accordance with the applicable requirements of the AI Regulation to ensure appropriate data governance practices in connection with the development and operation of AI systems.

8. LOGGING AND TECHNICAL RECORDS

- 8.1. Kantar maintains appropriate technical logs and records relating to the operation of the AI system. Where required by applicable law, Kantar shall provide the client with relevant extracts upon reasonable request and subject to the provisions of Clause 2.

9. INCIDENT REPORTING

- 9.1. Kantar shall notify the client of any serious incident, malfunction or regulatory non-compliance relating to the AI system that may have a material adverse effect on the client's use of the AI system.

10. COOPERATION

- 10.1. Kantar shall cooperate with the client to a reasonable extent in connection with regulatory enquiries, audits or compliance requests relating to the AI system, to the extent that such cooperation is required under applicable law.

Version: September 2026