



# TERMS AND CONDITIONS FOR ROOK SANDBOX TESTING USE

Please read these Terms and Conditions carefully before accessing or using the ROOK Sandbox. These Terms and Conditions govern your use of the ROOK testing environment ("Sandbox") provided by Rookeries Development Corp ("ROOK"). By accessing or using the Sandbox, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. If you do not agree with all or any part of these Terms and Conditions, we recommend you must not use the ROOK Sandbox.

## 1. USE OF SANDBOX

1.1 Access: ROOK grants you a non-exclusive, non-transferable right to access and use the ROOK Sandbox solely for the purpose of testing and development of your application integrated with RookConnect Services. This access is subject to compliance with these Terms and Conditions.

1.2 Credentials: You will be provided with specific credentials (API keys, URLs, etc.) for accessing the Sandbox environment. You agree to keep these credentials confidential and not share them with any unauthorized individuals or entities.

1.3 Feedback: You may provide feedback, suggestions, or ideas regarding the Sandbox to ROOK. You agree that ROOK shall have the unrestricted right to use and incorporate such feedback into its products and services without any obligation or compensation to you.

1.4 User Limitations: There is no specific limit on the number of users you can link in the ROOK Sandbox. However, please note that the Sandbox is intended for testing purposes, and excessive usage may result in performance limitations or termination of access.

### 1.5 Prohibited Activities:

- a. Attempt to access or interfere with the functionality, security, or integrity of the Sandbox or Rook's systems within.
- b. Engage in any activities that may disrupt or compromise the performance or availability of the Sandbox or Rook's services within.

- c. Modify, disable or use the Sandbox technology in a way that hinders, damages or impairs Rook, to the technology of Rook, or to the use that any other User makes of the Sandbox.
- d. Use Sandbox technology to disrupt, interfere with, or attempt to gain unauthorized access to other services, servers, devices, or networks connected to the Rook API/SDK/WebHook or that are accessible from them.
- e. Extract, build databases, or otherwise create copies of data that has been accessed or obtained using Sandbox technology, except to the extent necessary to enable an intended use case for your Application testing.
- f. Attempt to circumvent the limitations that Sandbox has on its use.
- g. Use the API/Webhook in a manner that circumvents the technical limitations of the accessed Sandbox, as well as reverse engineer, decrypt, unmask, decompile, and/or disassemble the Sandbox.
- h. Use the Sandbox or any of the data obtained through them to identify, exploit or publicly communicate possible security vulnerabilities.
- i. Request, use, or make available to third parties data obtained through the Sandbox outside of permissions expressly granted by this terms and conditions,
- j. Forge or alter unique reference identifiers found in or assigned to the Sandbox API/Webhook, or otherwise obscure or alter the origin of queries from the API/Webhook in order to disguise a violation of this agreement.
- k. The use, reproduction, reverse engineering, or any form of manipulation of technology is strictly prohibited.
- l. Use the Sand or allow others in a manner that violates applicable law,

## **2. DATA: PRIVACY AND SECURITY**

2.1 Data Retention: While Rook endeavors to retain data within the Sandbox, there is no guarantee of data retention for any specific period. Periodic data cleanups may be performed as part of resource optimization processes. User acknowledges that Rook shall not be held responsible for the loss or deletion of any data within the Sandbox. Rook is not obliged to assist you with extracting or recovering User data from Rooksandbox at any point during or after the trial term.

2.2 Data Security and Privacy: ROOK takes reasonable measures to ensure the security and privacy of data within the Sandbox.

- a. Users understand and acknowledge that data transmission over the internet or other networks cannot be guaranteed as completely secure. Users agree to

exercise caution and use appropriate security measures when handling sensitive or protected data within the Sandbox.

- b. Rook agrees not to use or disclose any data obtained from the Sandbox for any unauthorized or unlawful purposes.
- c. User will not permit any third party and/or unauthorized third parties to access the Sandbox using User credentials and maintain adequate security measures to prevent unauthorized access and use by any person; User must notify Rook as soon as become aware of any unauthorized access or use of the Sandbox;

2.3 Compliance with Laws: ROOK and You agree to comply with all applicable laws and regulations regarding the collection, use, and disclosure of data within the Sandbox. It is your responsibility to ensure that your use of the Sandbox aligns with the relevant legal requirements, including data protection and privacy laws. ROOK will process the data according to his privacy policy.

### **3. INTELLECTUAL PROPERTY**

3.1 Ownership: you acknowledge that Rook retains all rights, title, and interest in and to the Sandbox, including any intellectual property rights associated with it.

3.2 User understands and accepts that these Rookconnect Terms and Conditions may not be interpreted as granting any rights over the trademarks, trade names, advertising slogans, copyright, or any other type of industrial property rights to You or to those individuals or companies that maintain commercial or business relationships with the any User.

3.3 You shall refrain from requesting the registration of trademarks or industrial or intellectual property rights that are identical or confusingly similar to the trademarks or industrial or intellectual property rights owned by Rook.

3.4 The improper use and the total or partial reproduction of Sandbox's contents are prohibited unless expressly authorized in writing by Rook. All rights reserved.

4.5 Restrictions: You shall not copy, modify, distribute, or create derivative works based on the Sandbox or any related materials without the prior written consent of ROOK.

3.6 The copying, reproduction, adaptation, modification, distribution, commercialization, licensing, forwarding, disclosure, public communication, and/or any other action that generates a breach of current US or international legislation on intellectual and/or industrial property is prohibited without prior express written authorization from Rook.

#### **4. ROOKSANBOX SUPPORT**

Rook will use reasonable efforts to provide you with support for the Sandbox during standard business hours on banking days. That said, as the sandbox is provided free of charge for testing purposes only and not for commercial use, we do not give any service level guarantee for support.

#### **5. TERMINATION**

5.1 ROOK's Right to Terminate: ROOK reserves the right to suspend or terminate your access to the Sandbox at any time, with or without cause and without prior notice.

5.2 Termination by You: You may discontinue your use of the Sandbox at any time by ceasing access and notifying ROOK in writing.

#### **6. MODIFICATIONS**

6.1 Updates and Changes: ROOK reserves the right to modify, update, or discontinue the Sandbox or any part thereof at any time without prior notice.

6.2 Notification of Changes: ROOK will make reasonable efforts to notify you of any significant changes or updates to these Terms and Conditions via the contact information provided by you. It is your responsibility to review these Terms and Conditions periodically for any updates or changes.

#### **7. SANDBOX LIMITATIONS AND DISCLAIMERS**

7.1 Errors and Support: The ROOK Sandbox may contain errors or bugs that could affect its functionality. While ROOK strives to address any issues promptly, no warranty or support is provided for the Sandbox environment. You acknowledge that the Sandbox is provided on an "as-is" basis, and you assume all risks associated with its use.

7.2 No SLA: The Sandbox is not subject to any Service Level Agreement (SLA). Performance, uptime, and availability may vary, and ROOK does not guarantee uninterrupted or error-free access to the Sandbox.

7.3 Data Integrity: The Sandbox environment may differ from the production environment in terms of data integrity, capacity, and other factors. Actions performed in the Sandbox may not reflect the same results in the production environment.

#### **8. NO WARRANTIES**

ROOK FURNISHES THE SANDBOX SERVICE ON AN AS-IS, AS-AVAILABLE BASIS. ROOK MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ITS CAPABILITY, ACCURACY, OR COMPLETENESS. ALL WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS ARE EXPRESSLY DISCLAIMED. FURTHERMORE, ROOK DOES NOT GUARANTEE THAT THE ROOKSANDBOX WILL MEET USER EXACTLY REQUIREMENTS, THE UNINTERRUPTED AVAILABILITY OF THE SANDBOX SERVICE. THE SANDBOX SERVICE MAY BE INOPERATIVE AND/OR UNAVAILABLE DUE TO TECHNICAL DIFFICULTIES OR FOR MAINTENANCE PURPOSES, AT ANY TIME AND WITHOUT NOTICE.

While Rook strives to address any issues promptly, no warranty or support is provided for the Sandbox environment. Rooksandbox is no subject to any Service Level Agreement

## **9. LIMITS OF LIABILITY**

Rook will not be liable to any lost profits, loss of use, lost or inaccurate data, failure of security mechanisms, or any indirect, special, incidental, reliance or consequential damages of any kind, or any any damages; any financial or other decisions made by you based on the use of the RookSandbox including any other liability under or in relation to the Sandbox or these Terms and Conditions

You acknowledge and agree that this is fair and reasonable on the basis that the Rooksandbox is provided free of charge for testing and evaluation purposes only and not for commercial use.

## **10. INDEMNIFICATION.**

You will indemnify and hold Rook and its affiliates harmless from and against any and all claims, causes of action, liabilities, penalties, costs, or expenses (including reasonable attorney's fees) incurred by ROOK or any affiliate thereof as a result of your breach of any of the statements of this Terms and Conditions.

## **11. GOVERNING LAW AND JURISDICTION**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the United States of America and the State of Delaware. Any disputes

arising out of or relating to these Terms and Conditions shall be subject to the exclusive jurisdiction of the federal and state courts located in the State of Delaware.

In case of any doubts, feel free to reach out.

Please contact us, we put at your disposal the following email: [compliances@tryrook.io](mailto:compliances@tryrook.io)

Version	1.1
Date	March 12th, 2024