

# Chino.io Sandbox

## Terms & Conditions

**The Chino.io Sandbox Service is designed only to test the technical features and the compatibility of the Chino.io platform with your application. You shall not (nor let anyone) save any personal data (sensitive or not) in the Sandbox, because you will NOT receive the same security and privacy guarantees as someone subscribed to the main Chino.io Service.**

### 1. Definitions

- **“Registration to the Sandbox Service”** is the first access to the Chino.io Sandbox Service made by You through the registration procedure on Our webpage (<https://console.test.chino.io/sign-up/>) by choosing Your personal username and password, upon acceptance of these Terms and Conditions;
- **“Access to the Sandbox Service”** means the log-in with Your personal username and password through Our webpage (<https://console.test.chino.io/log-in/>);
- **“Contents”** refer to any data or information uploaded into the Cloud;
- **“Cloud”** means a digital space or a technological platform with high capacity for storage and processing of data which have been uploaded;
- **“Service”** means, collectively, the data storage capacity and the API calls provided to You as a Sandbox user to test the compatibility of Chino.io with Your Applications;
- **“You”, “Your”, and “the Customer”** refers to the individual or entity that has executed this Agreement;
- **“Chino”, “Us”, “We” and “the Service Provider”** refers to Chino Srls

### 2. Description of the Service

- 2.1. The Chino.io Sandbox Service consists of providing You with data storage capacity and the API calls solely for the purpose of testing the technical features of Chino.io and its compatibility with Your applications.
- 2.2. Due to the testing function of the Sandbox service, Chino currently provides you with general use of, and access to, the Sandbox service free of charge.
- 2.3. This Agreement is valid for the Registration which this Agreement accompanies.
- 2.4. You can create only one Chino.io Sandbox account. Registration with multiple accounts is not allowed.

- 2.5. Chino Srls grants the Customer the non-exclusive and non-transferrable right to use the Chino.io Sandbox Service for the duration and under the terms prevised in this Agreement (§ 3).
- 2.6. For the term of the Agreement, Chino grants to the Sandbox Customer a limited, non-transferable, non-exclusive, revocable right to access and use the Chino.io Sandbox Service in connection with an Account to test its functionality and provide Feedback to Chino Srls. Chino Srls hosts and retains physical control over the Chino.io Sandbox, and only makes it available for access and use by Customer over the Internet through a Web-browser or mobile device. Nothing in this Agreement obligates Chino Srls to deliver or make available any copies of computer programs or code from the Chino.io Sandbox Service to Customer, whether in object code or source code form. Chino Srls reserves the right, in its sole discretion, to revoke access and use of the Chino.io Sandbox at any time. Further, Chino Srls reserves the right to enter (“assume into”) the Existing Account as needed to (a) monitor or measure use of the Chino.io Sandbox; (b) validate certain features or functionality of the Chino.io Sandbox; and (c) to provide services or support necessary to maintain the Chino.io Sandbox Service.
- 2.7. After the Registration to the Service, Your profile settings, management, access keys, and other personal information can be done through the use of customers’ website area (<https://docs.test.chino.io/custodia/get-explorer>).
- 2.8. After the Registration to the Service, You will be able to access the Chino.io Sandbox through which You can upload Your Content to the Cloud. The Content uploaded to the Cloud can be viewed, modified and organized by You, through the use of API operations.
- 2.9. Chino Srls does not guarantee maintenance, technical or other support for Sandbox Service.
- 2.10. Chino Srls reserves the right to apply all security patches, bug fixes and updates (collectively, “Patches”) necessary for the proper function and security of the Services.
- 2.11. The Customer is aware that the installation of the above mentioned Patches could interrupt or limit the usage of the Sandbox Service.

### 3. Duration of the Service

- 3.1. The Chino.io Sandox Service is provided by Chino Srls exclusively to physical (adult) or legal persons who have completed a prior registration on the customers’ website area (<https://console.test.chino.io/sign-up/>).
- 3.2. The possibility to use Chino.io Sandbox ends 6 (SIX) months after the Registration. Once the before mentioned Period expires, You must Subscribe to the Chino.io main Service to continue using it.
- 3.3. We may remind you by email one month before the Sandbox service expires that if you do not activate the main Chino.io service, all your account saved data will be deleted 3 (THREE) months after the end of the Sandbox period.

- 3.4. When using Chino.io Sandbox you will NOT receive the same security and privacy guarantees as once Subscribed to the main Chino.io Service. Chino will not be liable for any data loss or damage during Your usage of Chino.io Sandbox Service.
- 3.5. The Registration to the Service is not transferable to third parties. In consideration for having the possibility to test the Chino.io Sandbox Service, the Customer agrees to notify Chino Srls of all problems and ideas for enhancements which come to Customer's attention during the period of this Agreement, and hereby assigns to Chino Srls all right, title and interest to such enhancements and all property rights therein including without limitation all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.

## 4. Duty of the Customer

- 4.1. **This is only a testing version of the Chino.io Service. This Sandbox Service is designed solely to test the technical features and the compatibility of the Chino.io platform with your application. Consequently, you shall not save any personal data in it, because you will NOT receive the same security and privacy guarantees as once Subscribed to the main Chino.io Service.**
- 4.2. Chino is not responsible for any performance or security issues encountered with the Chino.io Sandbox Service.
- 4.3. You confirm that you have all the necessary technical knowledge and means to ensure the correct use and administration of the Chino.io Sandbox Service.
- 4.4. You undertake to use the Sandbox Service in good faith. In case of abnormal use of the Service, Chino Srls reserves the right to terminate the Service according to the provisions of § 7 hereof.
- 4.5. The use of the Sandbox Service will be considered abnormal (and thus access could be limited or blocked) in the following cases:
  - 4.5.1. if You exceed the limit of 30.000 API calls per month and 1 GB of data for your account without asking and receiving Chino's previous consent;
  - 4.5.2. if You exceed the limit of 100 API calls per minute per IP address, measured over 5 consecutive minutes. (This could also trigger a temporary ban of the IP address. If you need to perform more calls, please inform the Chino support team in advance).
  - 4.5.3. if more than 60 API calls over 60 consecutive seconds return as unauthorized accesses (Code 401). In this case the accessing IP addresses could trigger temporary ban from the system.
- 4.6. By integrating Chino service on Your device, mobile or fixed, Chino Srls grants You a temporary license to use any proprietary Content of the platform, including, but not limited to, logos, distinctive marks, applications, codes and any patents, with the exclusive purpose of testing the Services and displaying Your Contents for personal and non-commercial purposes. The license does not include the right to

obtain the Software's source code or to have the related logical and/or project documentation. The ownership of the Chino.io Sandbox S.a.a.S. is not transferred to the Customer. Chino may revoke the license at any time without prior notice. Reasons for revocation include, but are not limited to,, violations of the provisions of this Agreement caused by the Customer, without any liability for loss, damage and/or temporary or permanent modification of the Content uploaded by You.

- 4.7. By Registering for the Service, You expressly authorise Chino Srls to send communications via e-mail, to the email address supplied by You at the time of registration, regarding technical and/or maintenance purposes related to the functioning of the Service. You will be allowed to control and manage some communications about the service through the Chino.io platform, by setting filter on the personal page of Your account. Under no circumstance You are allowed to block information, communicated through any means by Chino Srls, related to security and proper use of Our Cloud services.
- 4.8. The Customer exonerates Chino Srls in perpetuity from any claim, legal action or request for compensation connected with the use of the Software by third parties.

## 5. Acceptable use of the Service

- 5.1. You shall not use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may:
  - 5.1.1. constitute unsolicited bulk email, "junk mail", "spam" or chain letters, according to Article 130 of the Italian Data Protection Code (D.Lgs. 30 June 2003, n. 196, Codice in materia di protezione dei dati personali);
  - 5.1.2. menace or harass any person or cause damage or injury to any person or property;
  - 5.1.3. involve the publication of any material that is false, defamatory, harassing or obscene;
  - 5.1.4. violate privacy rights or promote bigotry, terrorism, racism, hatred or harm;
  - 5.1.5. promote or manage gambling;
  - 5.1.6. constitute a sharing of any kind of computer virus;
  - 5.1.7. constitute an infringement of intellectual property or other proprietary rights, or
  - 5.1.8. otherwise violate applicable laws, ordinances or regulations.
- 5.2. In any case, **you cannot upload any personal data in this Sandbox Service**, because it is designed only to test the technical features and compatibility of the Chino.io platform with your application.
- 5.3. You are aware that Chino Srls is not required to verify the Content that you upload, unless this is necessary to fulfil a provision of law and/or orders by a judicial or other competent authority. Chino Srls will not operate any preventive control over any Content, not being subject to any general obligation to monitor, and therefore it cannot be in any way considered responsible for the nature and characteristics of the Content, nor for any errors and/or omissions of the same, as well as for any direct and/or indirect

damage, caused to the Customers themselves and/or third parties due to the use of any Content. Therefore, You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications submitted or transmitted through the Service. You undertake to use the Service only for legitimate purposes allowed by the applicable law, uses and customs, rules of diligence and, in any case, without violating any rights of third parties.

- 5.4. Chino Srls, by the order of the competent judicial authorities, will remove or disable the access to each Content directly reported to Chino Srls, without any responsibility for the loss of the Content. Chino Srls also reserves the right to suspend or terminate the access to the Service without notice to the author of the infringement.
- 5.5. For purposes related to the guarantee of the continuity of the Service, Chino Srls reserves the right to keep backup copies of all the Content uploaded by You. Data deleted by You will be removed also from the backup copies as quickly as possible, compatible with the time required for the backup management. Chino Srls, in accordance with the instructions provided by the Data Controller, will remove the backup copies of the Content whether the access to the Service has been terminated and/or the contents have been deleted by the Customer (see § 3.3).

## **6. Modification of the Agreement**

Chino Srls reserves the right to update, revise, supplement, or otherwise modify these Terms and Conditions, or parts thereof, and to impose new or additional rules, policies, terms, or conditions on your use of the Service, at any time. Every modification to the terms and conditions of the Service shall be effective after the communication sent to Your registration email address. These general conditions of the Service, and any additions, modifications or upgrades, should be examined by the Customer and will be considered fully accepted by You in the event of failure to exercise the right of withdrawal within 15 days by the date of entry into force of the modifications or additions to the Agreement.

## **7. Termination, Limitation and Suspension of Service**

- 7.1. Chino Srls may terminate this Chino.io Sandbox Service, in any time, also without notifying You.
- 7.2. You may request the termination of the Service through Your web-based Management Console. The termination will be effective from the date of the submission of the request.
- 7.3. All contents previously uploaded by the Client will be removed without any responsibility by Chino Srls 3 (THREE) months after the termination of the Chino.io Sandbox service.
- 7.4. Accounts that remain inactive for 3 (THREE) months will be automatically deleted by Chino, and Contents and settings cannot be recovered.
- 7.5. Clients are invited to keep a copy or backup of all Content managed through the Cloud on their devices or elsewhere.

## **8. Intellectual property**

Chino Srls retains all ownership and intellectual property rights in the Chino.io Sandbox Service, including derivative works thereof, and in anything developed or delivered by, or on behalf of, Chino Srls.

## **9. Ownership of the Contents**

The Customer, uploading his Contents and Applications, declares to own all of them and/or any intellectual property rights in and to. The Customer assumes all responsibility regarding their use and/or disclosure, indemnifying and holding Chino Srls safe of any possible claim in this respect.

## **10. Transfer of Agreement**

Chino Srls may assign this Agreement or any right or obligation of this agreement or any related Data necessary for the provision of the Service, without the consent of the other party, only to the successor in interest to the business, whether by sale of assets, merger or otherwise.

## **11. Disclaimer of Warranties**

- 11.1. THE CHINO.IO SANDBOX SERVICE IS PROVIDED "AS IS". CHINO DOES NOT WARRANT THAT THE SANDBOX SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. CHINO SRLS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SANDBOX PRODUCT, INCLUDING ANY REPRESENTATION THAT THE SERVICES THEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, CHINO SRLS DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE PRODUCT. FOR THE AVOIDANCE OF DOUBT, SANDBOX PRODUCTS ARE PRERELEASE, ARE EXPECTED TO CONTAIN DEFECTS, AND ARE NOT EXPECTED TO OPERATE AT THE LEVEL OF PERFORMANCE OR COMPATIBILITY OF A FINAL, GENERALLY AVAILABLE PRODUCT OFFERING. THE CHINO.IO SANDBOX SERVICE MAY NOT OPERATE ACCURATELY AND MAY BE SUBSTANTIALLY MODIFIED OR WITHDRAWN AT ANY TIME. ACCORDINGLY, ACCESS TO AND USE OF THE CHINO.IO SANDBOX SERVICE IS ENTIRELY AT CUSTOMER'S OWN RISK: IN NO EVENT SHALL CHINO SRLS BE LIABLE FOR ANY DAMAGE WHATSOEVER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHINO.IO SANDBOX PRODUCT, EVEN IF CHINO SRLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE SANDBOX PRODUCT.

## **12. Indemnity**

- 12.1. The Customer agrees to indemnify and hold Chino Srls, its officers, directors and employees harmless from any losses (including attorneys' fees) that result from any third party claims related to Customer's direct or indirect access, use or misuse of the Chino.io Sandbox Service, or any act or omission by Customer in violation of this Agreement.

## **13. Governing Law and Jurisdiction**

- 13.1. This Agreement is governed by Italian law.
- 13.2. Any controversy arising from this Agreement will be subject to the exclusive jurisdiction of the Court of Trento, Italy.

## **14. Miscellaneous**

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.