

Terms of Use for Accessing Project Kissen Sandbox

By accessing and using the Project Kissen Sandbox (the “**Sandbox**”), you confirm that you are authorized to act on behalf of the participating bank and have the necessary authority to bind the bank to agree to these terms and conditions in these terms of use (“**Terms of Use**”) on its behalf.

*In the event that the participating bank and the Sandbox’s provider have entered into a separate agreement that governs the use of the Sandbox, including the access and related activities (the “**Separate Agreement**”) prior to your review to this Terms of Use, the Separate Agreement shall take precedence and your consent to this Terms of Use shall not create any binding legal obligations.*

1. Purpose and Scope of the Sandbox

The Sandbox is a testing and development environment designed to simulate activities involving digital currencies. All data, tokens, and transactions within the Sandbox are simulated and do not represent actual monetary value or legal obligations. Transactions such as minting, transferring, redeeming, or other token-related activities are conducted solely for testing purposes and must not be construed as real-world financial operations.

2. Data Visibility and Confidentiality

Test data within the Sandbox, including token-related activity, may be visible to other participants, which may include banks, financial institutions, and their authorized representatives engaged in the Sandbox for testing, development, or other related activities (“**Participant(s)**”). To maintain a secure and collaborative environment, you shall avoid inputting or sharing any real-world sensitive information, including personally identifiable information or data related to real end-users. Data entered into the Sandbox is intended solely for testing and development purposes, and visibility among Participants is designed to facilitate collaboration and learning. By accessing, you acknowledge and accept the shared visibility of test data within the Sandbox.

3. Bank Information Accuracy and Authorization

As a representative of the participating bank, you are required to provide accurate, complete, and up-to-date information about the bank, including but not limited to the Bank Identifier Code (BIC), bank name, and any contact information necessary for Sandbox participation. By submitting this information, you represent and warrant its accuracy and completeness and expressly authorize its visibility to all Participants within the Sandbox for testing purposes.

4. Internal Approval and Participation

As a representative of the participating bank, you confirm that the participating bank has completed necessary internal procedures and obtained appropriate authorizations to access the Sandbox. By accessing the Sandbox, you agree to your bank’s participation and acknowledge that the Sandbox’s provider may reference this involvement in relevant communications, presentations, or reports related to the Sandbox.

5. Limitation of Liability

The Sandbox is provided on an “as-is” basis without warranties of any kind. The Sandbox’s provider disclaims any liability for errors, inaccuracies, or interruptions in the Sandbox’s operation.

6. Indemnification

You agree to take reasonable precautions to ensure your use of the Sandbox aligns with the Terms of Use. To the extent permitted by law, you agree to indemnify and hold harmless the Sandbox’s provider and its affiliates from any direct or indirect claims or damages arising from unauthorized use of the Sandbox or violations of these terms. This indemnity does not extend to claims or damages caused by the Sandbox’s provider’s negligence or willful misconduct.

7. Modification of Terms

The Sandbox’s provider reserves the right, at its sole discretion, to modify, amend, or update this Terms of Use at any time. Any such changes will be effective immediately upon posting to the Sandbox. By continuing to use the Sandbox after such changes are posted, you accept and agree to the modified terms.

8. Termination

- a) The Sandbox’s provider reserves the right to suspend or terminate your access to the Sandbox at any time, with or without cause.
- b) In the event that a Separate Agreement becomes effective following your consent to this Terms of Use, this Terms of Use shall be automatically terminated upon the execution of the Separate Agreement.