Sandbox Terms & Conditions

T.R.U.S.T. Platform Sandbox — Version 1.2

These Terms bind you only when you accept this exact version while signed in to the Sandbox. Viewing, downloading or linking to them is not acceptance. Prices, currency, taxes and fees are set only by a quote you accept separately.

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1. Parties, acceptance and notices

These Sandbox Terms & Conditions ("Terms") are an agreement between EARTHX Technology Corporation Ltd. ("EARTHX", "we", "us") and each organization and individual user who accepts them in the T.R.U.S.T. Platform Sandbox ("you").

You accept these Terms only by signing in and selecting the acceptance control for this exact version. Each user accepts individually. By accepting for an organization, you confirm that you are authorized to bind that organization. We record the organization, user, version, content fingerprint and time of acceptance, and you may download the accepted version at any time.

Business address: EARTHX Corporation, Attn: Corporate Secretary, 45 Rockefeller Plaza, 20th Floor, New York, NY 10111, United States. Registered agent: Northwest Registered Agent Service, Inc., 6545 Market Ave. North, Suite 100, North Canton, OH 44721, United States. Legal notices and support: Support@EARTHXCorporation.io.

2. The Sandbox and its current status

The Sandbox is an invite-only environment for evaluating the T.R.U.S.T. Platform. Results are test results. They are not a production authorization, a Council determination unless expressly labeled as one, or proof that any action was executed.

Some capabilities described in these Terms, including paid testing, live AI evaluation, settlement, refund submission and email delivery, may not yet be enabled. Where a capability is not enabled, the related rules apply when it becomes available; they are not a statement that it is available today.

3. Quotes, funding and pricing

Prices, currency, taxes, processing-fee treatment and any partial-work charging apply only as stated in a quote you accept before funding. We will not apply new prices or new terms to a quote you have already accepted.

Funds must be fully processed and available to cover costs before chargeable testing can begin. Checkout success, authorization, capture, a pending payment or a pending payout is insufficient. No unfunded overages are permitted. A prepaid contingency reserve is extra funded capacity, not permission for a negative balance.

Complimentary TEST credits have no cash value, cannot be purchased or refunded, and cannot be converted into purchased funds.

4. Access, identity and organization permissions

An invitation, payment or positive balance does not replace access approval. Expired sessions, revoked credentials, insufficient privileges and requests for another organization's records will be refused. Do not share credentials or evade limits using multiple identities.

5. Failed, cancelled, reversed or disputed payments

Failed, cancelled, reversed or disputed funding cannot authorize new tests. A dispute must not result in a duplicate reimbursement. Applicable payment-provider and legal requirements still apply; these Terms do not create an automatic forfeiture of unused funds.

Repeated payment notifications do not grant duplicate credit. Unverified or inconsistent notifications do not unlock testing. A displayed success page is not proof of a settled deposit.

6. Estimates, quotes and spending ceilings

Usage quantities are estimates until an approved rate card produces a valid quote. No price is implied by an unavailable or blank monetary field. Plan changes or expired quotes require recalculation and acceptance before funding or execution. We will not silently raise an accepted spending ceiling.

7. Balances, simultaneous requests and quotas

New chargeable work pauses if available funding cannot cover its bounded reservation, or if an applicable count, token, time, rate or concurrency quota is exhausted. Already-funded work may finish only within its reserved limits.

No automatic top-up will occur without your separate explicit consent and defined limits. A failed top-up does not create credit or allow unfunded usage.

8. Timeouts, retries and provider failures

A timeout or closed browser does not establish whether a test, charge or refund completed. Retrying the same operation must reuse its identifier; starting a new operation can create a separate charge.

Provider outages, rate limits, incomplete responses and timeouts can prevent a result. A failed test will not be represented as ALLOW or as proof of execution.

Once a test is sent to an AI provider, its cost is incurred whether or not a result is returned. If a test fails, times out or is stopped after it was sent, you are charged for the usage the provider reports. If the provider does not report usage, you are charged the maximum shown for that test before it started. These charges are final and are deducted from your funded balance. A test is never charged more than that maximum or more than your available funds. A test that was never sent is not charged.

9. Governance outcomes and execution

A blocked, denied or held result is a governance outcome, not permission to bypass the Gate. An ALLOW judgment alone is not proof of execution. Authorization and execution are separate: a consumed permission without a verified receipt is an unresolved outcome, not permission to execute again, and only an action supported by verified evidence may be described as executed.

10. Closure, cancellation, suspension and refunds

Closure or cancellation stops new work. We reconcile funded work already in progress and preserve your unused refundable balance. Suspension does not forfeit unused funds.

Unused refundable funds will be submitted for refund to the original payment method within seven working days after closure or cancellation. Working days are counted in America/New_York and exclude weekends and observed US federal holidays; the closure date is not counted. Bank processing time is additional. Reconciliation does not postpone this deadline. Pending, rejected or failed refunds are not completed refunds, and processing fees will not be deducted from refunds of unused funds unless your accepted quote states otherwise.

11. Restarts, integrity and test/live separation

A service restart or storage failure will not reset balances, revive consumed permissions, grant access or turn an uncertain operation into a successful one. When authoritative state cannot be verified, chargeable operations remain blocked.

Test transactions and complimentary balances cannot fund live testing. A payment made in the wrong environment or to the wrong merchant account will not activate a plan.

12. Acceptable use and security

Testing is limited to the approved Sandbox, scope and capacity. Do not access other organizations, attack production systems, exfiltrate data or bypass controls. We may suspend access in response to credential compromise or harmful traffic. Payment does not authorize unrestricted activity.

Do not submit personal, confidential or regulated data that you are not authorized to share. We keep account, organization, usage, payment and acceptance records to provide, secure, bill and audit the Sandbox and to meet legal obligations. Send privacy requests to Support@EARTHXCorporation.io.

13. Availability and disclaimers

No uptime, capacity or response-time guarantee is provided. Saving a plan does not book capacity or fund a test. To the extent permitted by law, the Sandbox is provided "as is" and EARTHX disclaims implied warranties of merchantability, fitness for a particular purpose and non-infringement.

14. Limitation of liability

To the extent permitted by law, EARTHX's total liability for all claims arising from or relating to a test is limited to the amounts you paid for that affected test, and EARTHX is not liable for indirect, incidental, special, consequential or punitive damages or lost profits.

This limitation does not reduce our obligation to refund unused refundable funds, and does not limit liability for fraud, wilful misconduct or any liability that cannot be limited by law.

15. Governing law and disputes

These Terms are governed by the laws of the State of Ohio, United States, without regard to conflict-of-laws rules.

Before starting any proceeding, a party must give written notice of the dispute, and the parties will negotiate in good faith for 30 days. Any dispute not resolved within that period will be finally resolved by binding arbitration before a single arbitrator administered by the American Arbitration Association under its Commercial Arbitration Rules, seated in the State of Ohio. Judgment on the award may be entered in any court with jurisdiction.

16. Changes and order of precedence

We may publish a new version of these Terms. A new version applies only after you accept it, and must be accepted before new paid checkout or chargeable work. It does not change a quote you already accepted or funded work already in progress. Each version you accepted remains available to you for download.

These Terms and your accepted quote form the agreement for your Sandbox testing. The accepted quote controls on price, currency, taxes and fees; these Terms control on everything else.

Fee Schedule — ACH Direct Debit processing

Standard settlement: a per-transaction processing fee, calculated as a percentage of the transaction amount and capped at a maximum dollar amount. Two-day settlement uses a different processing rate where available. These are processing options, not a guarantee of receipt in the operating bank account.

Instant bank-account verification: a separate per-verification fee applies when instant bank-account verification is used.

Failed payments: a flat fee applies to a failed payment, including a returned debit, where assessed.

Disputed payments: a flat fee applies to a disputed payment where assessed. A dispute does not by itself establish misuse.

Rates, caps and flat amounts are pending confirmation. These categories are disclosures of processing costs, not authorization to collect an unspecified fee. Applicable amounts and conditions must be shown in the Estimator and Fee Schedule and accepted with the exact quote and Terms before payment.

Applicable processing costs must be included in the all-inclusive estimate; they must not be added again as hidden charges. Conditional failure or dispute costs must have their treatment disclosed before acceptance. Listing a cost does not authorize an automatic extra charge or a deduction from unused refundable funds. Existing documented-cost, review and no-double-recovery safeguards remain in force. Live payments remain disabled.

Scope review, explicit acceptance and capped cost recovery

Before payment, review the test scope, counts, token and concurrency limits, duration, expected price, maximum authorized spend, contingency reserve, cost-recovery caps and exact Terms version. Accept the specific quote and Terms together. Changes require a new review and acceptance. Unavailable prices are not zero-dollar quotes; no payment may begin without a valid priced quote and finalized accepted Terms.

The cost-recovery currency is USD. Cancellation recovery is limited to documented, nonrecoverable costs, capped at the lesser of $25 or 5% of the accepted base quote. Cancellation caused by the operator or a provider carries no cancellation fee. No incurred eligible costs means no recovery fee.

Verified misuse recovery is limited to documented incremental costs, capped at the lesser of $100 or 10% of the accepted base quote. Misuse means an evidenced violation of the agreed scope or access rules, not a legitimate DENY, BLOCK or HELD result. The tester must receive notice and an opportunity

for operator review before an assessment.

Cancellation and misuse recovery together cannot exceed the lesser of $100 or 10% of the accepted base quote. The base excludes contingency reserves, taxes and other fees. Percentage caps round down to whole cents. Actual recovery cannot exceed eligible documented costs or the available refundable balance. Never count the same cost twice, including costs already billed as usage.

These are disclosed cost-recovery limits, not automatic punitive charges or a forfeiture of the deposit. No negative balance or separate automatic penalty payment is authorized. A reserve is not automatically earned revenue. Itemize evidence and any approved deduction, and submit the remaining unused refundable funds within seven working days of closure or cancellation. An unresolved claim must not indefinitely extend that deadline.

The capped policy is approved for the proposed workflow; legal enforceability and finalized agreement wording still require review before paid launch. No actual fee collection is enabled. These terms cannot be applied retroactively to earlier accepted plans.

ACH deposits: bank-receipt funding lock

Stripe access now uses a direct server-side test API key, not the Replit Stripe connector. Use the same test environment as the registered webhook. Live API keys and provider write requests are rejected. Keep the signing secret separate from the API key; neither belongs in browser code or chat. Direct access, publication and signed test-event delivery must be verified before describing the receiver as connected end to end.

ACH preparation is test-only. No ACH checkout, real debit, bank connection or live payment has been enabled by this release. Bank debit authorization through Stripe is separate from accepting the Sandbox Terms; neither action unlocks testing.

Chargeable testing must remain locked while an ACH deposit is processing, settled only to Stripe, awaiting payout, or reported paid by Stripe without verified bank receipt. The specific deposit must be reconciled to funds actually received in the operator's operating bank account and sufficient available funding before work begins.

A payout can contain multiple deposits, fees and adjustments. Never assign the entire payout to every tester. Match the Stripe account, test/live mode, payment, balance transaction, payout, currency and net deposit allocation to independent bank-receipt evidence. Partial receipts or a shortfall after fees must not unlock a larger test reservation.

Duplicate or out-of-order events cannot create more credit or erase a later failure. Missing, stale, inconsistent, reversed, failed or disputed funding remains locked. A browser redirect, screenshot, manually entered status or payout.paid notification alone is not proof of bank receipt.

ACH can still be returned or disputed after funds reach a bank account. Bank receipt is not an irrevocability guarantee. Stop new affected work on reversal or dispute and reconcile existing reservations and refunds without duplicate reimbursement. Bank and payout delays must be displayed without promising an exact start date.

A test-only Stripe notification receiver is implemented. It requires a configured signing secret, verifies the event against the connected Stripe account, and records a minimal event receipt durably before

acknowledgment. It never grants balance or marks funds settled. Real delivery remains unverified until endpoint configuration and deployment are completed. Before live launch, implement durable allocation and reconciliation, an independently verified bank-receipt source, and refund/return handling. Automated checks use synthetic evidence only; they are not a real ACH transaction or bank-integration test.