

## Terms of use for the RailSync online platform

Status: April 2025

### 1. Scope of application

The business relationship between RailSync GmbH, St. Annenufer 2, 20457 Hamburg (hereinafter referred to as the "Platform Operator") and the customer shall be governed by the following Terms of Use with regard to the use of the online platform offered by the Platform Operator under the name "RailSync" (hereinafter referred to as the "Online Platform") as described in Section 2 of these Terms and Conditions as well as related ancillary services. Deviations from these terms of use shall only be deemed to have been agreed if they have been expressly confirmed by the platform operator in text form. Deviating conditions of the customer are not binding for the platform operator, even if they are not expressly contradicted or services are provided without reservation in the knowledge of the deviating conditions.

### 2. Subject of the online platform services

- 2.1. After registration, the platform operator enables its customers to access and use operational coordination data and services on the online platform, which is provided exclusively for business customers.
- 2.2. The platform services include functions for annual planning and control as well as the daily coordination of trains and slots for terminal operators, their customers, rail transport companies and all other parties involved in intermodal rail freight logistics (including shunting service providers, dispatchers, ports, supervisory authorities, operators, infrastructure providers and wagon masters). Access to the online platform and its data is regulated for all intermodal players on the basis of a mutually agreed registration and role concept.
- 2.3. The platform operator always offers the customer the latest version of the platform. If the customer does not take out a monthly subscription for the online platform, they will receive a fixed version of the platform. Updates are therefore only available at the customer's explicit request and for an additional fee.
- 2.4. Following further development, the current scope of the platform's functions can be found in the service description on the platform operator's website at "[www.railsync.app](http://www.railsync.app)". Excluded from this are functions that have been explicitly excluded in the contract sheet.

### 3. Establishment and termination of the contractual relationship

- 3.1. A binding contract with the platform operator is only concluded by written confirmation (e.g. by e-mail) from the platform operator. By using the platform, the customer

accepts these terms of use. The term of the contract is based on the written confirmation of the platform operator (hereinafter referred to as the "contract sheet").

- 3.2. If use of the platform has been agreed free of charge, the platform operator reserves the right to terminate the business relationship at any time and to discontinue online access to the platform in whole or in part.
- 3.3. If use of the platform has been agreed for a fee, both parties are entitled to terminate the agreement in writing in accordance with the defined contract term and notice period in the contract sheet.
- 3.4. Both parties reserve the right to extraordinary termination for good cause if the legal requirements are met. An important reason for the platform operator exists in particular if the customer is more than two months in arrears with the payment of a due remuneration despite a reminder.

#### **4. Online access, use for a specific purpose, disruptive actions**

- 4.1. The customer acquires the right to personally access the data on the online platform. The customer's access is granted through a coordinated registration process that complies with data protection regulations. After completing this process, the customer or its user is given password-protected access to the online platform using the log-in data provided by the platform operator.
- 4.2. The platform services may be used by the customer exclusively for the customer's cooperation with the platform operator or coordination with the parties involved in train coordination or slot management (e.g. terminal operators, railroad undertakings, shunting service providers, loading dispatchers, wagon masters, infrastructure providers, authorities). If the platform operator receives information and data from the customer, the platform operator is entitled to use this to provide platform services to third parties.
- 4.3. The transfer and/or sale of platform access by the customer to third parties is not permitted. Any use that contradicts this agreement requires the prior written consent of the platform operator.
- 4.4. Any actions that are intended or likely to disrupt the online platform or make it difficult for anyone to use the online platform must be refrained from.

#### **5. Availability**

The platform operator intends to provide access to the online platform 24/7 throughout the year. However, the platform operator does not guarantee availability at all times. In particular, access to the data may be temporarily restricted for technical reasons, for example due to necessary maintenance and repair work.

## **6. Obligations of the customer**

- 6.1. The customer is obliged to keep the access data and passwords secret and to prevent unauthorized use by third parties. The customer must inform the platform operator immediately in the event of loss of access data or suspicion of misuse of this data. Furthermore, the platform operator is entitled to block online access at any time in the event of misuse.
- 6.2. The customer is responsible for ensuring that the technical requirements for online access are created and maintained in his area, in particular with regard to the hardware and operating system software used, the connection to the Internet and the current browser software.
- 6.3. The customer is obliged to take the necessary precautions to secure his systems, in particular to use the standard security settings of the browser and to use the latest protection mechanisms to prevent malware.
- 6.4. The customer is obliged to name a responsible contact person and their deputy. Any changes in responsibilities must be communicated promptly. Furthermore, the customer undertakes to respond promptly to enquiries from the platform operator. If the platform operator incurs additional expenses as a result of delayed or omitted communication by the customer, the platform operator shall be entitled to charge the daily rate agreed in the contract sheet for the additional expenses incurred. In this case, all affected deadlines and dates shall be extended accordingly.

## **7. Terms of payment**

If use of the platform has been agreed for a fee, a payment term of 14 days shall apply, unless other payment terms are specified in the contract sheet.

## **8. Training**

As part of the implementation of the online platform, the platform operator shall offer the customer sufficient virtual and, if necessary, on-site training at the customer's premises. The platform operator shall agree the exact details of the training courses and the duration in hours with the customer in good time before the contract is concluded. The customer also has access to the learning material integrated into the platform at all times.

## **9. Support**

The Platform Operator shall provide the Customer with a customer service by e-mail for the elimination of technical faults and rectification of errors that arise in the course of using the Platform. The platform operator's customer service is available between 9 a.m. and 6 p.m. (GMT+1) at the following e-mail address: [support@railsync.app](mailto:support@railsync.app)

## 10. Data protection according to GDPR

We would like to point out that we store and process your personal data on our IT systems.

The purpose of the processing is communication, contract initiation, contract processing and contract fulfillment. The legal basis is Art. 6 Para.(1)S.1 lit. a) or Art. 6 Para.(1)S.1 lit. b) and/or lit. f). The personal data processed by us will be stored for the statutory retention periods and then deleted. Unless you have consented to longer storage in accordance with Art. 6 para. 1 sentence 1 lit. a) GDPR. Your personal data will not be transferred to third parties.

### 10.1. Rights of data subjects You have the right to

- to revoke your consent once given to us at any time;
- to request information about your personal data processed by us;
- to request the correction of incorrect or incomplete personal data stored by us;
- to demand the erasure of your personal data stored by us, unless the processing is necessary for exercising the right of freedom of expression and information, for compliance with a legal obligation, for reasons of public interest or for the establishment, exercise or defense of legal claims;
- to demand the restriction of the processing of your personal data if the accuracy of the data is disputed by you, the processing is unlawful, but you refuse to delete it and we no longer need the data, but you need it to assert, exercise or defend legal claims or you have lodged an objection to the processing in accordance with Art. 21 GDPR;
- to receive your personal data that you have provided to us in a structured, commonly used and machine-readable format or to request that it be transmitted to another controller, and
- to lodge a complaint with a supervisory authority. As a rule, you can contact the supervisory authority of your usual place of residence or workplace or our registered office.
- If your personal data is processed on the basis of legitimate interests in accordance with Art. 6 para. 1 sentence 1 lit. f) GDPR, you have the right to object to the processing of your personal data in accordance with Art. 21 GDPR, provided that there are reasons for this arising from your particular situation. If you wish to exercise your right to object, simply send an email to: [privacy@railsync.app](mailto:privacy@railsync.app)

## **11. Disclaimer**

- 11.1. The platform operator obtains the data presented from third parties, among others, which are processed with reasonable care, but no guarantee can be given for their accuracy. Liability claims against the platform operator relating to material or immaterial damage caused by the use or non-use of the online platform or by the use of incorrect or incomplete data are excluded.
- 11.2. The exclusion of liability in accordance with paragraph 9.1 does not apply to damages resulting from injury to life, limb or health if these are based on a negligent breach of duty by the platform operator or an intentional or negligent breach of duty by one of its legal representatives or vicarious agents.
- 11.3. The platform operator shall only be liable for other damages if these are based on a grossly negligent breach of duty by the platform operator or on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent and in the event of its own mandatory statutory liability.
- 11.4. If the platform operator receives data and information from the customer, the above limitations of liability shall apply mutatis mutandis in favor of the customer.

## **12. Place of performance, place of jurisdiction, contractual statute**

- 12.1. The place of performance for all obligations arising from the contractual relationship between the parties is the registered office of the platform operator.
- 12.2. The place of jurisdiction for all disputes arising from the contractual relationship is Hamburg, Germany.
- 12.3. The legal relationship between the platform operator and the customer shall be governed exclusively by the law of the Federal Republic of Germany, excluding the conflict of law rules of private international law.
- 12.4. The platform operator reserves the right to amend the provisions of these Terms of Use. The platform operator shall notify the customer of changes to the terms of use by e-mail. If the customer does not object to the validity of the new terms of use within six (6) weeks of receipt of the e-mail, the amended terms of use shall be deemed to have been agreed with the customer. The customer shall be expressly informed of this period as part of the notification of change. If the customer objects to the validity of the new terms of use within six (6) weeks, the platform operator is entitled to terminate the contract of use with immediate effect.

## **13. Final provision**

Should individual provisions of these Terms of Use be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. In place of the unenforceable and/or invalid provision, such enforceable and/or valid provision

shall be deemed to have been agreed between the platform operator and the customer that comes as close as possible to the intended economic purpose. This also applies to any loopholes in these terms and conditions.