

# RailX Terms of Service

Last Updated: 20/12/2025

Welcome to RailX. These Terms of Service ("Terms") govern your access to and use of the RailX platform, applications, and related services (collectively, the "Platform"). By accessing or using the Platform, you ("Client" or "you") acknowledge and agree to these Terms. If you do not agree to these Terms, you must not use the Platform.

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## 1. Definitions

- **Client Data:** Any data submitted, uploaded, or entered onto the RailX Platform by the Client.
- **Platform:** The RailX digital platform, tools, and associated services.
- **RailX:** The service provider operating the Platform.
- **Third-Party Providers:** Includes logistics providers, rail operators, Network Rail, and other entities required to execute services.

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## 2. Acceptance of Terms

By registering, accessing, or using the RailX Platform, you:

- Confirm that you have the authority to enter into this agreement on behalf of your organization.
- Acknowledge that you have read, understood, and agreed to comply with these Terms, including the incorporated **Data Ownership Policy**.

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## 3. Use of the Platform

### 3.1 Authorized Use

You agree to use the RailX Platform solely for legitimate business purposes, including but not limited to rail freight bookings, haulage arrangements, tracking, and supply chain optimization. Any misuse or unauthorized access of the Platform is strictly prohibited.

### 3.2 Client Responsibilities

You are responsible for:

- Ensuring all data entered onto the Platform is accurate and lawful.
- Maintaining the confidentiality of account credentials.
- Ensuring compliance with applicable laws, regulations, and these Terms.

### 3.3 Prohibited Activities

You may not:

- Use the Platform for fraudulent purposes.
- Reverse-engineer, copy, or resell the Platform or its components.
- Interfere with the security or functionality of the Platform.

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## 4. Data Ownership and Usage Policy

### 4.1 Ownership of Data

All data entered onto the RailX Platform by the Client, including shipment details, container information, tracking updates, and transport schedules ("Client Data"), remains the sole property of the Client.

### 4.2 RailX Rights to Use Client Data

By using the Platform, the Client grants RailX a **non-exclusive, worldwide, royalty-free license** to:

- Use, store, process, and control Client Data for the purposes of executing haulage and transport requirements on behalf of the Client.
- Share relevant Client Data with **Third-Party Providers**, such as Network Rail, haulage providers, and logistics operators, to ensure seamless execution of rail movements.
- Perform **analytics and benchmarking activities** to optimize services, generate industry insights, and enhance operational performance.
- Conduct **tracking and auditing activities** across various transport modes to ensure transparency and efficiency within the supply chain.

#### **4.3 Network Rail Data Sharing**

The Client acknowledges and grants Network Rail the rights to share relevant data (e.g., container information) with RailX to facilitate the execution and optimization of rail freight movements.

#### **4.4 Data Access and Transparency**

Clients retain access rights to their submitted data at all times. RailX will:

- Provide tools for Clients to **view, audit, and export** their data.
- Ensure transparency in how Client Data is used and shared.

#### **4.5 Data Security**

RailX implements robust data protection measures to safeguard Client Data, including:

- Encryption of data at rest and in transit.
- Role-based access controls to ensure only authorized users access Client Data.
- Secure storage and regular data backups.

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### **5. Platform Availability and Modifications**

RailX strives to provide continuous access to the Platform but does not guarantee uninterrupted service. RailX reserves the right to:

- Modify, update, or discontinue parts of the Platform without prior notice.
- Schedule maintenance windows to improve system performance.

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### **6. Confidentiality**

RailX will treat all Client Data as confidential and will not disclose it to unauthorized third parties. Exceptions include:

- Data shared with authorized Third-Party Providers to fulfil Client requests.
- Legal or regulatory obligations requiring disclosure.

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### **7. Limitation of Liability**

To the maximum extent permitted by law, RailX is not liable for:

- Any indirect, incidental, or consequential damages arising from Platform use.
- Data inaccuracies submitted by the Client.
- Delays or failures caused by Third-Party Providers.

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### **8. Termination**

RailX reserves the right to suspend or terminate Client access to the Platform if these Terms are breached. Clients may terminate their account at any time by providing written notice.

Upon termination:

- Clients retain ownership of their data.
- RailX will provide reasonable assistance to export Client Data.

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## 9. Governing Law

These Terms are governed by the laws of [Insert Jurisdiction], without regard to conflict of law principles.

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## 10. Updates to Terms

RailX may update these Terms from time to time. Clients will be notified of significant changes, and continued use of the Platform constitutes acceptance of the revised Terms.

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## 11. Client Acknowledgment

By using the RailX Platform, you confirm that:

- You acknowledge and agree to the **Data Ownership Policy** and the rights granted therein.
- You consent to RailX's use, storage, and sharing of Client Data for the purposes stated.
- You specifically authorize Network Rail to share container information with RailX in support of rail movements.

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## 12. Contact Information

For questions or concerns about these Terms, please contact RailX at:

**Email:** info@railx.com

**Address:** Rutland House, Minerva Business Park, Lynch Wood, Peterborough, United Kingdom, PE2 6PZ

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By clicking "Accept" or by using the RailX Platform, you agree to these Terms of Service and the incorporated Data Ownership Policy.

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## End of Terms of Service