

ACCEPTABLE USE POLICY

Effective starting June 1, 2024

This Acceptable Use Policy ("**Policy**") sets forth guidelines for acceptable use of services provided by Railsr to its customers and end customers (the "**Services**"), including the Railsr proprietary technology platform and the Railsr application programme interfaces (APIs) we make available. This Policy applies to Railsr's customer, end customers, partners and third party suppliers in the provision of Railsr' services.

Any further defined terms used in this Policy shall have the meaning ascribed to them in the Agreement unless otherwise separately defined in this Policy.

By accessing or using the Services, you acknowledge that you have read, understood and agreed to comply with the terms of this Policy. You agree to ensure that there is no breach, compromise or violation, by you and your authorised users or affiliates, and your or their employees, consultants, agents, customers, suppliers or independent contractors, and you will be liable and responsible for any such non-compliance.

Restrictions, Limitations, Misuse. The following restrictions and limitations apply to your access to and use of the Services. Violations of any of the following shall be deemed a misuse of the Services ("**Misuse**"):

1. You agree to use the Services for lawful purposes only.
2. You will not and will not allow a third party (including, but not limited to, your affiliates or authorised users) to:
 - a) copy, modify, sell, sub-license, rent, or transfer the Services to any third party;
 - b) attempt to defeat, circumvent or disable any copy protection mechanism in the Services;
 - c) modify, distribute, alter, or tamper with the Services;
 - d) reverse engineer, disassemble, decode or decompile the Services or apply any other process or procedure to derive the source code of any software application included in the Services or other components belonging to Railsr or its licensors;
 - e) access or use any Services in a way intended to avoid incurring fees or exceeding usage limits or quotas;
 - f) distribute or introduce any viruses, worms, harmful code and/or trojan horses into the Services or systems of Railsr;
 - g) simulate communications from Railsr or another service or entity in order to collect identity information or data, authentication credentials, or other information which either results or can be interpreted as a 'phishing' attacks or other similar activity;
 - h) use the Services in any manner that disrupts the operations, business, equipment, websites or systems or Services of Railsr or any other person or entity (including any denial of service and similar attacks);

- i) attempt to circumvent any security controls or mechanisms or password or user authentication methods of any individual person, entity or third party;
- j) use the Services in any manner inconsistent with our agreements with you, the relevant operating guides, manuals or any instructions provided by Railsr from time to time;
- k) resell the Services, in whole or in part, to any entity or individual, without Railsr prior written consent, or to misrepresent your relationship with Railsr.
- l) represent or suggest that Railsr endorses any other business, product or service of any third party unless Railsr has separately agreed to do so in writing.
- m) introduce any infringing, obscene, libellous, or otherwise unlawful data or material into the Services; or
- n) use the Services in any manner which does not comply with the provisions of our agreements with you relating to intellectual property rights contained in the Agreement including but not limited to any act or omission that violates any copyright, patent, trademark, service mark, trade name, trade secret or deleting or altering author attributions, copyright notices, or trademark notices, unless expressly permitted in writing by the owner.

3. Remedies for Violations.

In addition to any other rights and remedies under our agreements with you, Railsr may immediately (and without prior notice) suspend or terminate your access to the Services if we reasonably believe (A) you may have committed or may be about to commit one or more acts of Misuse, (B) continued use of Services violate applicable legal requirements or will have an adverse impact on Railsr networks or systems, or (C) it is necessary to mitigate any damage or liability resulting from a violation of this Policy. With respect to the foregoing, we may notify appropriate regulatory bodies of any violation of this Policy. You will fully cooperate with us, and any regulatory bodies we request, to resolve any such violation.

4. Miscellaneous.

Railsr reserve the right to modify or replace this Policy at any time and in our sole discretion. We will indicate at the top of this Policy the date of last update. Any changes will be effective immediately upon posting the revised version on our Railsr Documentation Website (docs.railsr.com). Your continued use of the Services following the posting of any changes to this Policy, will constitute your acceptance of such changes. If you do not agree to the changes, you must stop using the Services. In addition, we may provide other methods by which you may accept this Policy (or subsequent changes). It is your responsibility to check the Railsr Documentation Website regularly for modifications to this Policy.