

## TERMS OF USE

### Automated Information Data System API

“Current schedule of city, regional, interregional and international trains of the Belorussian Railway corporate website”

This document (hereinafter referred to as the Terms) is an offer of the Belarussian Railway State Association (hereinafter referred to as the Belarussian Railway) to an Internet user (hereinafter referred to as the User), to use the Automated Information Data System API “Current schedule of city, regional, interregional and international trains of the Belorussian Railway corporate website” (hereinafter referred to as the System API), under the following terms:

#### 1. General Terms

1.1. The use of the System API by the User is governed by these Terms.

1.2. These Terms and the relationship between the Belarussian Railway and the User arising in connection with the use of the System API are governed by the legislation of the Republic of Belarus.

1.2. The User shall be solely responsible for the compliance with the legislation when using the System API. Throughout the text of these Terms, the term “Legislation” means both the legislation of the Republic of Belarus and the legislation of the place of stay of the User or the place where he/she perform legally significant actions under these Terms, unless otherwise expressly stated. If the use of any opportunity provided by the System API by the User violates the legislation of the place of stay of the User, the User shall refrain from using the System API.

1.4. By using the System API, posting the System API code on the User’s website or in the User’s mobile application, or using any other functionality of the System API, the User expresses his/her full and unconditional consent to all terms and agrees to comply with them. The use of the System API under terms other than those specified herein shall be possible only by written agreement with the Belarussian Railways. In case of disagreement with the Terms, the User shall not be entitled to use the System API.

Terms of Use of The System API.

## 2. Terms and Definitions.

2.1. "System API" is a programming interface allowing to interact with the BRW System, including the System Data, and to use the System's functionality on the User's site (s) and (or) mobile applications.

"Data" is information on the train schedule, as well as other related information.

"API Key" is a unique identifier issued to the User that allows access to the System API functions.

2.2. The use of the System API shall be permitted only under the following terms:

2.2.1. To gain access to the System API, the User shall form an application in the appropriate section of the System, obtain an API Key and a document "Using the System API". The BRW shall be entitled to refuse at its own discretion an access to the System API without giving any reasons.

2.2.2. The System API can be used by the User only within the framework of sites or mobile applications available for free open use by an unlimited number of persons. The System API cannot be used for projects requiring payment or otherwise restricting access to third parties. Under this Clause, the registration shall not be considered a restriction of access.

2.2.3. The User can use the Data and functions obtained using the System API only within the framework of the functionality provided by the System API.

2.2.4. The BRW is entitled to reserve the right for establishing any restrictions on the use of the System API, as well as for changing the restrictions at its own discretion, without prior written notice to Users.

2.2.5. In using the System API in a software application for:

mobile and desktop applications, informers (automatically updated blocks with additional information): an indication of the use of the BRW System API by placing in the settings of the application or the informer the text "Data are provided by the Belarusian Railway" with an active hyperlink to the page <http://rasp.rw.by> shall be biding mobile and desktop sites: an indication of the use of the BRW System API by posting in the Help Section of the User's website, as well as on all pages/screens where the BRW Data System API are used, directly above or below the Data, the text "Data are provided by the Belarusian Railway" with an active hyperlink to the page <http://rasp.rw.by> shall be biding on the User's site. This indication shall be made in a font the size of which shall not be less

than the font size of the main text, and the color of which shall not differ from the font color of the main text.

2.3. The BRW shall reserve the right to change, correct or update the System API at any time, without prior notice to the User. In updating the version, the BRW shall announce its release in the "For Developers" section of the website <http://rasp.rw.by>. An user who does not agree to use the updated version of the System API shall be entitled to stop using the System API by deleting the corresponding code from the User's site (s).

2.4. The BRW shall be entitled, at its sole discretion, to terminate or suspend the User's access to the System API with notification of this without giving any reasons, in particular, in case of the User's violation of the requirements of these Terms.

### 3. Intellectual Rights.

3.1. The exclusive right to the System API belongs to the Belarusian Railways.

3.2. In using the System API, the User shall not be entitled to:

3.2.1. Change, decompile and/or modify in any way the program code obtained through the System API.

3.2.2. Delete, hide or modify any trademarks, logos, links or other indications of copyright holders contained in the System API or in Data, as well as any other notices and/or information transmitted by the System API along with the Data.

3.2.3. Use any automated programs or devices to get the API Key.

3.2.4. Save, process and modify the Data received through the System API, except for cases of temporary storage (caching) of results solely for the purpose of improving the functionality and performance of the System API and only for use within the opportunities provided by the System API.

3.3. Using the System API, the User shall grant the BRW the right to use the logo, trademark and/or company name of the User and/or the User's website for information, advertising and marketing purposes without the need to obtain additional consent from the User and without paying him/her any remuneration for such use.

### 4. Disclaimer.

4.1. System API (including Data and other information provided with it) is provided by the BRW "as is". The BRW shall not guarantee the compliance of the System API and Data with the goals and expectations of Users, the uninterrupted and error-free operation of the System API as

a whole and its individual components and/or functions, and shall not guarantee the reliability, accuracy, completeness and timeliness of Data obtained using the System API. The BRW shall not be liable and shall not compensate for any losses, including any damage, direct or indirect, caused to User or third parties by the System API as a result of the use or the inability to use the System API, its individual components and/or functions, as well as the result of the use or inability to use Data obtained through the System API.

4.2. The User shall independently evaluate the accuracy, reliability, completeness or usefulness of the Data and independently bear all the risks associated with the use (inability to use) of the API System and Data, as well as responsibility to third parties for their actions when using the System API and Data, and guarantee that his/her actions comply with the requirements of the legislation and do not violate the rights and legitimate interests of third parties. The User shall independently and at his/her own expense settle all claims and/or complaints of third parties related to the actions of the User when using the System API.

## 5. Final Provisions.

5.1. All questions and complaints related to the use/inability to use the System API shall be directed through the feedback form in "What may we help you with?" section on the site <https://rasp.rw.by>.

5.3. The BRW shall be entitled at any time without notice to the User to change the text of these Terms and/or any other terms of using the System API. The current version of these Terms is posted in "For Developers" section of the site <https://rasp.rw.by>. The risk of non-familiarization with the new version of the Terms shall be borne by the User, the continued use of the System API after changing the Terms shall be considered an acceptance of their new version.