



International Registry of Interests in Rolling Stock

TERMS AND CONDITIONS

Regulis S.A. and / or its subsidiaries, affiliates, or assigns (“**Regulis**” or the “**Registrar**”) maintains the International Registry of Interests in Rolling Stock (the “**International Registry**”) and its associated website (the “**website**”) in accordance with the Convention on International Interests in Mobile Equipment (the “**Convention**”), the Luxembourg Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Railway Rolling Stock (the “**Protocol**”), and its associated Regulations and Procedures. The International Registry and the website are provided on the basis that any users accessing or interacting with the International Registry, the website, and / or the Registrar, as applicable, agree to the terms and conditions (“**Terms and Conditions**”) set out below.

1. INTERPRETATION AND APPLICATION REQUIREMENTS

- 1.1 Terms defined in the Convention, Protocol, Regulations, and Procedures shall have the same meaning in these Terms and Conditions unless otherwise specifically set out herein.
 - (a) “**personal data**” means data relating to a user which can be used to identify, directly or indirectly, the user. Personal data may include identifiers such as a name, identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of a user;
 - (b) “**registry data**” means all information submitted to the International Registry, including archives of such information; and
 - (c) “**user(s)**” means any person interacting with the International Registry or website.

2. BINDING AGREEMENT

- 2.1 By accessing, interacting with, or otherwise using the International Registry facilities and the website, users are deemed to agree to be bound by these Terms and Conditions, the Convention, Protocol, Regulations, Procedures and all applicable laws and regulations, and agree that they are solely responsible for their compliance with same. These Terms and Conditions govern users’ access to and use of any content, functionality, and services offered on or through the International Registry or website.

3. MODEL RULES DECLARATIONS

- 3.1 A person who has adopted the Model Rules, whether by way of declaration or having been deemed by applicable law to have adopted them, or who has revoked its adoption of the Model Rules, shall notify the Registrar of such adoption or revocation by completing and submitting the Declaration Form to the Registrar on the website.

4. URVIS IDENTIFIERS

- 4.1 To purchase an URVIS identifier, a user must become a guest user by providing the information requested by the International Registry.

- 4.2 URVIS identifiers may be purchased for use only by a user or the entity on whose behalf the user purchased the URVIS identifiers and may not be resold, transferred, or otherwise used.
- 4.3 The Registrar may reject an application for registration made by a person who has acquired an URVIS identifier from a person who has not been authorised by the Registrar as a distributor of URVIS identifiers. The Registrar shall not be liable for the consequences of such rejection.

5. ACCESSING THE INTERNATIONAL REGISTRY

Guest User Requirements

- 5.1 To access the International Registry, an applicant must:
- (a) be a natural person;
 - (b) apply to be a guest user by providing:
 - (i) their first and last name;
 - (ii) the country where their physical address is located;
 - (iii) a valid email address; and
 - (c) provide the undertaking referred to in Section 4.1 of the Procedures.
- 5.2 To complete registration as a guest user, an applicant must validate its email address by clicking the link in the validation email sent to the email address provided.

Authorised User Requirements

- 5.3 To obtain approval as an authorised user, a guest user must provide, in addition to the requirements of Section 4.2 of the Procedures, the following to the International Registry:
- (a) their date of birth;
 - (b) their principal physical address;
 - (c) their telephone number; and
 - (d) a copy of a currently valid government-issued identity document.
- 5.4 Acceptable types of government-issued identity documents include, but are not limited to:
- (a) passport;
 - (b) national identity card; or
 - (c) driver's license.
- 5.5 The Registrar has sole discretion in determining whether a government-issued identity document provided by the applicant meets the requirement of Section 5.3(d). The Registrar does not warrant that such authorised users are who they purport to be.

Authenticated Entity Requirements

- 5.6 To obtain approval of a person as an authenticated entity, an authorised user must provide, in addition to the requirements set out in Sections 5.1 and 5.2 of the Procedures, the following documentation:
- (a) the full legal name of the person to be recognized as the authenticated entity;
 - (b) the person's email address, physical address, and telephone number;
 - (c) if an entity, the identifying or assigned number as indicated on the entity's constating documents;

- (d) if an entity, the entity type, such as, but not limited to, a business corporation, partnership, trust, government department or ministry; and
 - (e) if an entity, supporting documentation proving the entity's existence, such as a constating or registration document, excerpt from a government registry, or other document accepted by the Registrar.
- 5.7 The Registrar has sole discretion in determining whether supporting documentation provided in a submission to obtain approval as an authenticated entity meets the requirements of Section 5.6(e).
- 5.8 An authenticated entity is solely responsible for ensuring its list of administrators remains current.
- 5.9 An authenticated entity is solely responsible for ensuring that a person identified as its designated representative or an administrator is properly authorised to act on behalf of the authenticated entity.
- 5.10 A designated representative is solely responsible for ensuring that a person identified as its administrator is authorised to act on its behalf.
- 5.11 Authenticated entities and designated representatives acknowledge that the Registrar is not responsible for any damages that may result from a user's non-compliance with the Convention, Protocol, Regulations, Procedures, or the Terms and Conditions.

Administrator Requirements

- 5.12 A natural person who is to act as an administrator must be approved as an authorised user as provided in Section 5.3.
- 5.13 The Registrar has no obligation to ensure that administrators are properly authorised to act on behalf of authenticated entities or designated representatives or to verify any authorisation document provided to the International Registry by an authorised user.
- 5.14 If a user is acting as an administrator on behalf of an authenticated entity or a designated representative, the user warrants that it is authorised to act on behalf of the specified authenticated entity or a designated representative, and that the user has the authority to bind that authenticated entity or designated representative to the Terms and Conditions.

Applications

- 5.15 An application referred to in Section 4.5 of the Procedures shall be in the form provided on the website.
- 5.16 By applying to the International Registry:
- (a) for approval as a guest user;
 - (b) for approval as an authorised user; or
 - (c) to create an authenticated entity,
- the applicant, in addition to being subject to the requirements of Section 4 of the Procedures, warrants that the information provided is complete and accurate and undertakes to notify the Registrar of any changes in such information.
- 5.17 Requests to change a user's name, physical address, or email address must be sent to the Registrar. Such changes may result in the Registrar requiring re-verification of the user's identity.

6. USE OF THE INTERNATIONAL REGISTRY AND WEBSITE

- 6.1 Users are solely responsible for providing their own internet access and compatible systems for accessing the International Registry and website. The Registrar is not responsible for any internet access failure or system incompatibility that may prevent a user from accessing the International Registry and website.
- 6.2 A priority search certificate is valid only if it is issued by the International Registry and includes the authentic electronic credentials of the Registrar or some other form of authentication or validation approved and applied by the International Registry as authorised by the Registrar.
- 6.3 With the exception of information set out in a priority search certificate issued by the International Registry as provided in Section 8.3 of the Regulations, but not including supplementary priority search information referred to in Section 8.3.1 of the Regulations, and in accordance with Section 12 of the Procedures, and with these Terms and Conditions, the Registrar does not warrant the accuracy, validity, reliability, completeness, or currency of information obtained from the International Registry or the website, including informational searches or other search results, responses provided by employees of the International Registry, tutorials or help screens.
- 6.4 Except as otherwise provided in the Convention or the Protocol, neither the Registrar nor its parent company, subsidiaries, affiliates or their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors are liable for loss of any kind, including loss as a result of negligence, gross negligence, negligent misrepresentation, or breach of privacy arising out of or in connection with a user's use, inability to use, or reliance on, the International Registry, any linked websites or such other third-party websites, or any website content, materials, posting, or information thereon, including any training, frequently asked questions, or other documents provided by the International Registry to assist users with their use of the International Registry and website.
- 6.5 Any information or documentation obtained from the International Registry or website does not constitute legal advice.
- 6.6 The International Registry and website may contain links to third-party websites over which the Registrar has no control. The Registrar provides no endorsement or warranty of any kind regarding the products, services, content or appropriateness of such websites, and users hereby irrevocably waive any claim against the Registrar with respect to such third-party websites.

7. REGISTRY DATA AND INTELLECTUAL PROPERTY RIGHTS

- 7.1 Any use of the International Registry or website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions.
- 7.2 All registry data, as well as the name of the International Registry, its logo, the website and its content, the Regulations, Procedures and Terms and Conditions are the property of the Supervisory Authority of the International Registry, its licensors, or third-party providers and is protected in all forms by applicable intellectual property laws, including, without limitation, copyright, trademark, patent, trade secret, and other proprietary rights.
- 7.3 Users have no right, title, or interest in data or information held by the International Registry or to any content on the website, and all rights not expressly granted are reserved by the Supervisory Authority or the Registrar, as applicable.

8. USER LICENCING AND RESTRICTIONS

- 8.1 In Section 8.2, “**personal use**” means use of forms and information obtained from the International Registry in a manner not prohibited by section 8.3.
- 8.2 A user is granted a limited, non-exclusive, non-transferrable licence for personal use to view, download, or otherwise access information and forms from the International Registry or website in accordance with the Convention, Protocol, Regulations, Procedures, and these Terms and Conditions.
- 8.3 The licence referred to in Section 8.2 precludes:
- (a) use of forms, information or the website for purposes not contemplated by the Convention, Protocol, Regulations or Procedures;
 - (b) misuse of information referred to in Sections 3.6 and 3.7 of the Regulations;
 - (c) modifying copies of any forms or information obtained from the International Registry or website, or deleting or alter any copyright, trademark, or other proprietary rights notices from the forms or information;
 - (d) collecting and distributing any forms or information obtained from the International Registry or website for use cumulatively as an alternative source or database or creation of digests, compilations, or derivative works;
 - (e) publicly displaying any forms or information obtained from the International Registry or website;
 - (f) mirroring on any other server or within any unauthorized information retrieval system any forms or information obtained from International Registry or website;
 - (g) using any robot, spider, or other automatic device, process, or means to access the International Registry or website for any purpose, including monitoring or copying any information from the International Registry or website; or
 - (h) using any personal data found on the International Registry or website for any use that is incompatible with the purpose of the International Registry or its Privacy and Data Protection Policy.
- 8.4 At its discretion, the Registrar may block or otherwise deny access to the International Registry and its website to users who take any of the actions described in Sections 4.3 or 8.3.
- 8.5 The investigatory powers of the Registrar under section 9.4 of the Procedures apply to section 8.4.

9. SECURITY

- 9.1 Subject to the liability provisions of the Convention, Protocol, and Regulations, the Registrar gives no warrant that the International Registry and website will not be the subject of unauthorized intrusions, viruses, or other actions.
- 9.2 Users are prohibited from attempting to circumvent, compromise or violate the security of the International Registry and the website, by taking any action including, but not limited to, the following:
- (a) accessing content and data that is not available given their status as a guest user, authorised user, or administrator, as the case may be;
 - (b) attempting to breach or breaching authentication measures;
 - (c) restricting, disrupting, or disabling service to users, hosts, servers, or networks;

- (d) illicitly reproducing TCP/IP packet header;
- (e) disrupting the Registrar's ability to monitor the International Registry and the website;
- (f) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- (g) decompiling, reverse engineering or corrupting any software or related components of the International Registry or attempting to do any of these;
- (h) attacking the International Registry or website via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing; or
- (i) otherwise attempting to interfere with the proper working of the International Registry or website.

10. INDEMNIFICATION

- 10.1 To the maximum extent permitted by applicable law, users agree to defend, indemnify, and hold harmless the Registrar, its parent company, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to a user's breach of these Terms and Conditions or use of the International Registry and website other than as expressly authorized in these Terms and Conditions.

11. COMPLAINTS

- 11.1 Complaints shall be submitted to the Registrar at the email address registrar@rollingstockregistry.com. Any complaint made to the Supervisory Authority shall be sent to the Secretariat, [the Intergovernmental Organisation for International Carriage by Rail](#), at the address listed on its website.

12. THE INTERNATIONAL REGISTRY HELPDESK

- 12.1 The helpdesk of the International Registry will be open Monday to Friday from 09:00 to 17:00 Luxembourg local time except for public holidays.
- 12.2 Users may communicate with the helpdesk of the International Registry or the Registrar by the following means:
- (a) To contact the Registrar, by email the Registrar at: registrar@rollingstockregistry.com.
 - (b) To contact the helpdesk, by email support@rollingstockregistry.com or phone (352) 800 80960.
 - (c) For general information on the International Registry, by email at: info@rollingstockregistry.com.

13. AMENDMENT OF TERMS AND CONDITIONS

- 13.1 These Terms and Conditions are subject to change without prior notice at the sole discretion of the Registrar. Changes to these Terms and Conditions will be published on the website and effective from the date of publishing. Users should periodically review the Terms and Conditions in order to be aware of any such amendments.

14. GENERAL

- 14.1 Notwithstanding a user's domicile, residence, or physical location, all matters relating to the International Registry and its functions, including the Regulations, Procedures and the Terms and Conditions are governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg, without giving effect to any choice of law conflict of law provision or private international law principle or rule.
- 14.2 Any action or proceeding arising out of or relating to the Terms and Conditions and the website will be instituted in the courts of the Grand Duchy of Luxembourg, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding.
- 14.3 Except as otherwise provided in the Convention, Protocol, Regulations, Procedures or these Terms and Conditions, a failure to exercise, or delay in exercising any right, remedy, power, or privilege does not operate as a waiver thereof.
- 14.4 These Terms and Conditions, along with the Convention, Protocol, Regulations, and Procedures, provide the sole source of legal structure governing the relationship between the Registrar, the International Registry and a user and, unless otherwise provided therein, their effect cannot be altered or superseded by understandings, agreements, representations, or warranties, both written and oral, of the Registrar and the International Registry.

REGULIS S.A.

Registrar of the International Registry of Interests in Rolling Stock

Version 1.0

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