Services Agreement

Version 2.3, 21 October 2026

1. Parties

This is a legal agreement between an entity or person ("you", "your", "Agent") and All Aboard AB ("All Aboard", "us", "our", "we"), governing your use of our services. We are incorporated and registered in Sweden with company number 559214-7671 and registered address Kivra 559214-7671, 106 31 Stockholm, Sweden. Our VAT number is SE559214767101.

2. Definitions

- **Tickets**: Point-to-point tickets and fares issued for specific trains and connections.
- **Rail Passes**: Travel passes with fixed validity for specific regions.
- **Seat Reservations**: Seat reservations and passholder fares issued for specific trains and connections, often used with Rail Passes.
- **Products**: The products and services listed in Section 4 that All Aboard makes available to the Agent.
- **Inventory**: Tickets, Seat Reservations, and Rail Passes made available to the Agent for planning and booking.
- **Credits (or All Aboard Credits)**: A prepaid balance held with All Aboard that the Agent can use to pay for Products, as described in Section 14.
- **All Aboard Payments**: The payment gateway provided by All Aboard for collecting payments for bookings, as described in Section 15.
- **Main Signing Agreement**: The signed agreement or order form between the Parties that incorporates this Services Agreement and sets out commercial terms such as fees and available payment methods.
- **DPA**: The All Aboard Data Processing Agreement published at allaboard.eu/dpa.
- **Customer**: An end customer paying the Agent for Products.
- **Confidential Information**: Information disclosed by one Party to the other that is marked confidential or that a reasonable person would consider confidential given its nature or the circumstances of disclosure, including trade secrets, product plans, prices, and business opportunities.

3. Role of the Parties

- All Aboard is a rail planning and booking platform offering Products to Agents and to the public. The Agent offers its own services to Customers and end users, online or in person.
- All Aboard is not a carrier. Transport is provided by the relevant carrier under its own conditions of carriage. Claims relating to the performance of the transport itself, including compensation for delays and cancellations under Regulation (EU) 2021/782, lie against the carrier.
- The Agent acts in its own name and for its own account. This Agreement does not create a commercial agency, partnership, joint venture, or employment relationship, and neither Party may act on behalf of or bind the other.

4. Agreed Products

The Agent can access the following Products:

- **Rail Passes**: Full access to All Aboard's Rail Pass inventory.
- **Tickets**: Full access to All Aboard's ticketing inventory.
- **Seat Reservations**: Full access to All Aboard's Seat Reservation inventory.
- **Booking Tools & Services**: Access to the All Aboard Dashboard, API, and the All Aboard Payments gateway for ordering and payment handling.
- **Routing**: Access to the Routing engine and curated routes via All Aboard Curated Routes.

All Aboard does not guarantee that Inventory is available at all times. Carriers and partners may change or withdraw Inventory, prices, and timetables at any time.

5. Obligations of the Agent

The Agent shall:

- Present the applicable carrier and fare conditions to the Customer and make sure the Customer accepts them before an order is finalized.
- Make sure API usage reflects genuine Customer demand. Automated booking and bulk or speculative polling of timetable and fares data are prohibited unless otherwise agreed. Reasonable caching, retries, and refreshes tied to actual Customer activity are permitted.
- Comply with the laws that apply to its own marketing and sale of Products in each territory where it sells, including consumer protection, distance selling, and price display rules, and indemnify All Aboard against third-party claims arising from its failure to do so.

- Keep all credentials issued by All Aboard, including API keys and Dashboard accounts, secure and confidential. Do not share them with third parties. Notify All Aboard at security@allaboard.eu without delay of any suspected compromise or unauthorized use.
- Inform All Aboard without delay of changes to the Agent's name, address, or website.
- Not sub-license access to the Products.
- Not display a price to Customers for any specific Product that exceeds the price listed in the API for that Product by more than 3%. The Agent is free to charge less at its own expense, and may add separately itemized service fees and bundle Products at its discretion.
- Process refunds for unactivated Rail Passes, charging the Customer a fee of no more than 15% of the purchase price, if applicable.
- Handle all interactions with the Customer, both before and after purchase.

6. Obligations of All Aboard

All Aboard shall:

- Provide documentation and credentials for access to the Products.
- Use reasonable efforts to keep the Products available, publish current service status at status.allaboard.eu, and provide support through the channels stated in the Main Signing Agreement or the Dashboard.
- Act on refund and exchange requests within one (1) business day. Where completion depends on a carrier or distribution partner, All Aboard submits the request within that time and completes it promptly after the carrier's confirmation. Refund payout timing depends on the settlement times of the payment method used.
- Give the Agent reasonable notice of planned changes to Products and Inventory, and normally at least sixty (60) days' notice of changes that break the documented API, unless a shorter period is required by law, a carrier, or for security reasons.

7. Confidential Information

- Each Party shall use the other Party's Confidential Information only to fulfill its obligations under this Agreement, and shall protect it with the same degree of care it applies to its own confidential information, and never less than reasonable care.
- Confidential Information does not include information that is or becomes publicly available through no fault of the receiving Party, was already lawfully known to the receiving Party, is lawfully received from a third party without a duty of confidentiality, or is independently developed without use of the disclosing Party's Confidential Information.

- Neither Party may disclose the other Party's Confidential Information except as permitted under this Agreement or where disclosure is required by law or a competent authority. In that case the disclosing Party shall, where legally permitted, notify the other Party in advance.
- Any unauthorized disclosure must be reported to the other Party without delay.
- This Section remains in effect for five (5) years after termination or expiry of the Agreement.

8. Data Protection

- Each Party shall comply with applicable data protection laws, including the EU General Data Protection Regulation (GDPR), in connection with this Agreement.
- Depending on the service flow, All Aboard acts either as an independent data controller (for example, for processing required by carriers and payment providers) or as a data processor on behalf of the Agent. Where All Aboard acts as processor, the DPA applies and is incorporated into and forms part of this Agreement.
- All Aboard's technical and organizational security measures, hosting locations, sub-processors, and data handling practices are described in the All Aboard Security & Data Protection Overview at allaboard.eu/security-policy, as updated from time to time. All Aboard maintains its list of sub-processors in that document and will notify the Agent of material changes to it.
- Notification of personal data breaches and the deletion and return of personal data after termination are governed by the DPA. The same retention rules apply to the Agent's non-personal data.

9. Term and Termination

- **Term.** The Agreement takes effect on the signing date and runs for an initial term of twelve (12) months, renewing automatically for successive periods of twelve (12) months. Either Party may terminate at any time with thirty (30) days' written notice.
- **Termination for cause.** Either Party may terminate with immediate effect by written notice if the other Party becomes insolvent, or materially breaches this Agreement and, where the breach can be remedied, fails to remedy it within thirty (30) days of written notice. Breaches that cannot reasonably be remedied, such as fraud, unauthorized handling of card data, or sharing of credentials, justify immediate termination.
- **Suspension.** All Aboard may suspend access to the Products, in whole or in part, where reasonably necessary for security reasons, to investigate suspected fraud or misuse, or to comply with law. All Aboard will inform the Agent and restore access as soon as the reason no longer applies.

- **Survival.** Rights and obligations intended to survive termination remain in effect, including confidentiality, data protection, intellectual property rights, and payment of accrued amounts.

10. Warranties

- Each Party warrants that it has the right and authority to enter into and perform this Agreement, and that its performance will not violate any other agreement or applicable law.
- All Aboard warrants that it will provide the Products with due care and skill.
- Timetable, fare, and availability data is supplied by carriers and partners. All Aboard relays it with care but does not warrant its accuracy or completeness, and does not warrant that the Products will be uninterrupted or error-free. All other warranties are excluded to the extent permitted by law.

11. Intellectual Property

- All Aboard grants the Agent a non-exclusive, non-sublicensable, non-transferable license to use the Products and the necessary intellectual property for the term of this Agreement.
- The Agent shall not use All Aboard's intellectual property beyond what this Agreement expressly permits.

12. Liability

- Neither Party is liable for indirect or consequential losses.
- Each Party's aggregate liability under this Agreement is limited to the greater of EUR 450,000 and the fees retained by All Aboard for its own account (such as booking and service fees) during the twelve (12) months preceding the claim. Amounts that pass through All Aboard, in particular Product prices remitted to carriers and partners, and unspent Credit balances do not count towards this limit.
- Nothing in this Agreement excludes or limits liability for death or personal injury, fraud, willful misconduct, or gross negligence, or any liability that cannot be limited under mandatory law. The limit above does not apply to those cases, to the Agent's payment obligations under this Agreement, or to the Agent's misuse of All Aboard's credentials or intellectual property.
- For the avoidance of doubt, and subject to the limitations and exclusions in this Section 12, All Aboard remains responsible for losses arising from its own ticketing, booking, fulfillment, payment processing or technology service errors, but shall not be responsible for the acts or omissions of rail operators or other transport providers.

13. Costs and Payments

- **Fees.** Fees for access to our services and the Products are set out in the Main Signing Agreement. Fees may change as new features are made available; changes to fees will be notified three (3) months in advance. Fees are collected in the same way the Agent pays for Products: deducted from the Credit balance as they are incurred (Section 14), or itemized on the periodic invoice described in this Section. Fees charged for a booking are not refunded if the booking is later refunded or exchanged.
- **Currency.** Fees are charged and invoices are issued in euro (EUR) or Swedish kronor (SEK), as set out in the Main Signing Agreement. Where an amount must be converted from another currency, for example a Product price into the invoicing currency or a fee into the currency of the Credit balance, All Aboard applies the exchange rate published by Open Exchange Rates (openexchangerates.org) at the time of booking. The converted amount is fixed at that time and is not adjusted for later exchange rate changes.
- **Payment methods.** Products can be paid for with Credits (Section 14), by invoice under this Section, and, where enabled, through payments collected via All Aboard Payments (Section 15). The payment methods available to the Agent are set out in the Main Signing Agreement or otherwise agreed with All Aboard. Payment by invoice may be conditional on a satisfactory credit assessment, and All Aboard may apply a reasonable credit limit and require prepayment (for example via Credits) or other adequate security where reasonably justified.
- **Invoicing.** Invoices are issued monthly or biweekly and cover the amounts accrued since the last invoice, minus refunds, exchanges, applicable commissions, and amounts already settled with Credits or through All Aboard Payments during the period. An invoice is deemed accepted unless disputed within fifteen (15) days of the invoice date. Paying an invoice is not acceptance: paid amounts may still be disputed within the same window, and any amount found to be incorrectly charged will be credited on the next invoice or refunded. The Parties will work in good faith to resolve any dispute over an invoiced amount. The Agent shall pay each undisputed invoice, or the undisputed part of a disputed invoice, within ten (10) calendar days of the invoice date, by bank transfer to the account stated on the invoice and in the invoiced currency. The Agent bears its own bank's charges.
- **Taxes.** VAT and other current and future indirect taxes, duties, and levies imposed by a public authority on the sale or the services are payable by the Agent in addition to the price.
- **Late payment.** On late payment, the Agent shall, if requested by All Aboard, pay late payment interest on the outstanding balance at the statutory rate under the Swedish Interest Act (räntelagen, 1975:635). If undisputed amounts remain unpaid ten (10) days after a written payment reminder, All Aboard may suspend the Agent's access to the Products until they are paid. Suspension does not relieve the Agent of its payment obligations.

14. All Aboard Credits

- **Nature of Credits.** Credits are an advance payment for Products the Agent purchases from All Aboard. Credits are not electronic money or a deposit, do not accrue interest, are non-transferable, and can only be used to pay for Products under this Agreement. Credits are denominated in euro (EUR). Fees and Product prices in other currencies are converted into EUR as described in Section 13.
- **Buying Credits.** Credits are purchased by bank transfer in EUR, using the bank account details and unique reference code shown in the Dashboard when the Agent initiates a purchase. Credits become available once the funds reach All Aboard's bank account. This is automated when the reference code is included; transfers without a correct reference code may need manual reconciliation and take longer. The amount credited is the amount actually received, and the Agent bears its own bank's charges. On request and at its discretion, All Aboard may accept other payment methods (such as card) for Credit purchases and may charge a fee covering the processing costs.
- **Using Credits.** When a booking is paid with Credits, including bookings made by the Agent's Customers through its systems, the amount is deducted from the Credit balance at the time of booking. If the balance is insufficient, the booking cannot be completed until the Agent has topped up. The current balance and Credit transactions are shown in the Dashboard.
- **Refunds.** If a Product paid with Credits is refunded via All Aboard, the refund is credited back to the Credit balance. Fees charged for the booking are not refunded (Section 13).
- **Negative balance.** If the balance becomes negative for any reason, the Agent must settle the shortfall promptly. All Aboard may invoice it in accordance with Section 13.
- **VAT.** Buying Credits is a prepayment and is not itself invoiced with VAT. Applicable VAT is accounted for when Credits are used to pay for Products, in accordance with Section 13.
- **Validity.** Credits do not expire. Credits are non-refundable and cannot be withdrawn, paid out, or exchanged for cash. Two exceptions apply: if All Aboard terminates this Agreement without cause under Section 9, or the Agent terminates it because of All Aboard's uncured material breach under Section 9, All Aboard will repay the unused Credit balance to a bank account held in the Agent's name, less any amounts owed to All Aboard, within thirty (30) days of the termination taking effect.

15. All Aboard Payments

Where enabled for the Agent, All Aboard Payments allows payments for bookings to be collected by card and other supported payment methods at the time of booking.

- **Processing.** Payments are processed by our payment service provider (currently Stripe). Card details are entered directly into the provider's PCI DSS compliant payment fields and are never stored on, or transmitted through, All Aboard's systems. The Agent must

use All Aboard Payments as documented and must not collect, store, or transmit card details itself in connection with the Products.

- **Merchant of record and settlement.** All Aboard is the merchant of record for payments collected through All Aboard Payments. Amounts collected are applied to the price of the corresponding booking. The Agent's margin is reconciled in the invoices described in Section 13, and any net amount owed to the Agent is paid out through a self-billing invoice as described in Section 16.
- **Refunds.** Refunds of bookings paid through All Aboard Payments are made to the original payment method.
- **Chargebacks and payment disputes.** All Aboard manages payment fraud, payment disputes, and chargebacks relating to payments collected through All Aboard Payments, and bears the resulting costs. Where a reversal results from the Agent's breach of this Agreement or from fraud attributable to the Agent or its employees, officers, contractors, or suppliers, All Aboard may recharge the reversed amount and reasonable, documented dispute fees to the Agent.
- **Fraud prevention.** All Aboard may decline, suspend, or refund a transaction it reasonably suspects is fraudulent or unlawful. All Aboard may suspend access to All Aboard Payments in the event of suspected misuse, repeated or excessive chargebacks, or where required by our payment service provider or applicable law. Where practicable, All Aboard will notify the Agent and give it the opportunity to fix the problem before suspending.

16. Self-Billing Invoices

Where All Aboard owes the Agent a net amount, for example under Section 15, All Aboard issues the invoice on the Agent's behalf (a "self-billing invoice"). Self-billing invoices are issued with the invoice cycle described in Section 13, are marked as self-billed, and are paid within ten (10) days of issue. Each self-billing invoice is deemed accepted unless the Agent objects in writing within fifteen (15) days of the invoice date. Each Party remains responsible for its own VAT reporting, and the Agent shall keep All Aboard informed of its current VAT registration details.

17. Force Majeure

Neither Party is liable for delays or failures caused by events beyond its reasonable control, such as natural disasters, epidemics, war, terrorism, labor disputes, cyber attacks, failures of public networks or utilities, or government actions. The affected Party shall inform the other Party and resume performance as soon as reasonably possible. Obligations to pay amounts already due are not excused.

18. Amendments

All Aboard may update this Services Agreement, including the DPA, from time to time. Material changes will be notified to the Agent at least thirty (30) days before they take effect, by email or via the Dashboard. Changes do not apply retroactively to bookings already made. If the Agent does not accept a material change, it may terminate the Agreement by written notice with effect no later than the date the change takes effect, and may keep using its Credits for bookings until the termination takes effect. Continued use of the Products after the effective date constitutes acceptance of the updated Agreement. Changes to sub-processors and security measures follow the process in the DPA. The current version is always available at allaboard.eu/services-agreement.

19. General

- **Assignment.** Neither Party may assign this Agreement without the other Party's written consent. All Aboard may assign it to a group company, or in connection with a merger or a sale of its business, with notice to the Agent.
- **Publicity.** All Aboard may name the Agent and display its logo to identify it as a customer, on All Aboard's website and in marketing materials, following any brand guidelines the Agent provides. The Agent may withdraw this permission at any time by written notice.
- **Notices.** Notices under this Agreement must be in writing and sent by email: to the Agent at the email address registered in the Dashboard, and to All Aboard at team@allaboard.eu.
- **Governing law and jurisdiction.** This Agreement and any related dispute or claim are governed by Swedish law, without regard to conflict of law principles. The courts of Stockholm have exclusive jurisdiction over all disputes and claims related to this Agreement.
- **Order of precedence.** If the documents conflict, the Main Signing Agreement prevails over this Agreement, and the DPA prevails on matters concerning the processing of personal data.
- **Entire agreement.** This Agreement, the Main Signing Agreement, and the documents they incorporate form the entire agreement between the Parties and replace all prior discussions and understandings on the subject.
- **Severability.** If any provision is found invalid or unenforceable, the rest of the Agreement remains in effect.
- **No waiver.** A Party's failure to enforce a provision is not a waiver of it.