link2rail

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Terms of Use

Valid from:
1 January 2024

Terms of DB Cargo AG
for the use of link2rail services
(hereinafter called "Terms of Use for link2rail")

1   Scope of validity

1.1 These Terms of Use govern the use of link2rail services of DB Cargo AG between DB Cargo AG (hereinafter called "DB Cargo") and the customer who has been activated for link2rail services under a corresponding contract (hereinafter called the "Customer").

2   link2rail services

2.1 Depending on the contractually agreed scope of services, the following functionalities, among others, are available to the Customer via link2rail:

- **Order**: Creation of bookings and complete orders, available as a portal application.
- **Empty Wagon**: Order request for empty wagon(s), available as a portal application.
- **Track & Trace**: Location information on trains and wagons as well as journey tracking history, available as a portal application and API. Available for orders placed through DB Cargo.
- **Invoice View**: Digital viewing of invoices, available as a portal application.

2.2 Further details of the functionalities and technical requirements are available at https://www.dbcargo.com/rail-de-en/link2rail. Access to the APIs is available at https://developers.dbcargo.com/link2rail-en.

2.3 Requirements for access by the Customer:
The costs of any required modifications to the IT system as well as the costs of maintenance and security measures (e.g. anti-virus protection) and software of the Customer for accessing the link2rail services shall be borne by the Customer.

3   Access to the link2rail services

3.1 The link2rail services can be accessed through the following channels:

- **Portal applications**: Accessible from simple online links in the browser.
- **API**: Interfaces between the customer's system and the systems of DB Cargo, with standardised data transfer of defined content.
- **App**: Mobile applications for Android and iOS devices.

4   Customer's duty of care

4.1 To enable the use of link2rail, the agreed number of users (hereinafter called "Users") will be activated for the Customer. After receiving their personalised password from DB Cargo, each User shall be responsible for choosing a secure password and complying with the specified security standards for password security. Each User's password shall be kept secret, shall not be passed on to third parties and shall be protected against misuse by third parties. The Customer shall pass on these obligations to its Users and shall be liable for any damages arising from misuse of the passwords by third parties.

4.2 The Customer shall, within the framework of the technical security standards, be responsible for the security of its IT system and the security of its internet access.

4.3 The Customer shall guarantee the correctness and completeness of the information communicated to DB Cargo.

4.4 The use of automated data queries via bots or similar is prohibited.

5   DB Cargo's duty of care

5.1 Functional support:
Support for link2rail is available by e-mail and by telephone at

- E-mail: link2rail@deutschebahn.com
- 24/7 Helpdesk, telephone: 00800-5555-4433

5.2 DB Cargo will inform the Customer in a timely manner about scheduled downtimes of link2rail (e.g. due to necessary maintenance) and/or about the availability of a new API version.

6   Disruptions

6.1 Unscheduled downtimes (disruptions) shall be communicated without delay to the other party (e.g. by e-mail).

6.2 If either party identifies a disruption of the communication system or has reasonable grounds to suspect a disruption, it shall immediately notify the other party. This obligation shall exist irrespective of the area of responsibility in which the source of the identified or suspected disruption lies. Such notification shall be given, where necessary, through a communication channel outside of the communication system (e.g. telephone, e-mail).

6.3 Notwithstanding the obligation to notify under Section 6.1, each party shall, in such a case, take all the fault identification and fault avoidance measures available to it for damage reduction, assuming that the associated time and effort is not disproportionate to the thereby achievable damage reduction.

7   Blocking of access

7.1 The Customer can, by written communication to DB Cargo, cause its access and/or the access of individual Users to link2rail to be blocked. Such communication shall be sent to the responsible customer adviser.

7.2 DB Cargo is entitled to block the Customer's access or the access of individual Users to the link2rail services. Access can be blocked in particular where necessary on security grounds (e.g. to protect the systems of DB Cargo).

7.3 DB Cargo is entitled to delete Users after six months of inactivity. The User will be separately informed thereof.

7.4 Where the Users registered by the Customer seriously breach the contract or the Terms of Use through wilful intent or gross negligence, DB Cargo will be entitled to withdraw the Users' usage right with immediate effect.

8   Liability

8.1 Each party shall be liable for damages arising from failures or disruptions in its area of responsibility. The area of responsibility of the sender of a message shall include its communication system, its communication security and the time until a message is received. The area of responsibility of the recipient of a message shall include its communication system, its communication security and the receipt of the message.

8.2 Each party shall bear the identification costs of failures lying within or arising from within its area of responsibility. Where this cannot be accurately determined, each party shall bear half of the fault-finding costs.

8.3 DB Cargo is not liable for the correctness and completeness of the information collected and communicated, in particular of RID- or customs-relevant consignment data. The risk of loss, delay or duplication of communications, jobs or purchase orders shall be borne by the customer. The Customer shall indemnify DB Cargo against third-party claims where such claims arise from the incorrect communication of data within the meaning of Section 4.3.

8.4 Furthermore, DB Cargo shall not be liable for

- damages caused by software of the Customer or of the providers chosen by the Customer (network operators);
- communication errors, technical defects or disruptions arising from failures or illegal interventions in telecommunications systems;
- damages resulting from use of the internet.

8.5 The parties shall not be liable where a damage is due to circumstances that, even while exercising utmost diligence, they could not prevent and whose consequences they could not avert. Except in cases of wilful intent or gross negligence, the liability of the parties shall be limited to the foreseeable, typical damage.

9 Privacy

9.1 Our privacy statement on our portal applications and apps can be found at
www.dbcargo.com/data-protection-link2rail

10 Other agreements

10.1 Knowledge and experience gained directly or indirectly by either party in connection with performance of the contract and relating to the business activities and trade secrets of the other party, including the contents of this contract, shall not be communicated to third parties without the consent of the other party. Third parties shall, for these purposes, not include Deutsche Bahn Group companies within the meaning of Section 15 et seq. of the German Stock Corporation Act (AktG). The parties undertake to impose a similar confidentiality obligation on their employees.

10.2 The laws of the Federal Republic of Germany shall apply. The courts of Mainz shall have jurisdiction.