

RAILS CLOUD

Terms of Service

Master Subscription Agreement governing your use of the Rails Cloud platform

Version
1.0

Effective Date
1 March 2026

Jurisdiction
Republic of Zimbabwe

Provider
Rails Net (Pvt) Ltd

IMPORTANT

Please read these Terms of Service carefully before using Rails Cloud. By creating an account or accessing any Rails Cloud service, you agree to be bound by these Terms. If you do not agree, you must not use our services.

1. Agreement Structure and Incorporated Documents

These Terms of Service ("Terms") form the master subscription agreement between Rails Net (Private) Limited, trading as Rails Zimbabwe and operating the Rails Cloud platform ("Rails Cloud", "we", "us", "our") and the Customer identified in the applicable Order Form or account registration ("Customer", "you", "your").

These Terms incorporate by reference the following documents, each of which forms part of the binding agreement between the parties:

Document	Purpose	Location
Service Level Agreement (SLA)	Uptime commitments and incident response	railscloud.co/legal/sla
Service Credits Policy	Compensation for SLA failures	railscloud.co/legal/credits
Data Portability & Exit Policy	Data export and termination rights	railscloud.co/legal/exit
Privacy Policy	Personal data handling for Users	railscloud.co/legal/privacy
Data Processing Agreement (DPA)	Processing of Customer Data	railscloud.co/legal/dpa
Acceptable Use Policy (AUP)	Prohibited uses of the platform	railscloud.co/legal/aup
Pricing and Plan Details	Fees, tiers, and billing terms	railscloud.co/pricing

In the event of conflict between these Terms and any incorporated document, the incorporated document prevails on the subject matter it specifically governs. On all other matters, these Terms prevail.

2. Definitions

Term	Meaning
Account	The Customer's registered Rails Cloud account, including all associated services, data, and authorised users.
Authorised User	Any individual authorised by the Customer to access and use Rails Cloud services under the Customer's account.
Customer Data	All data, content, and information submitted, uploaded, transmitted, or stored by Customer or its Authorised Users on the Rails Cloud platform.
Confidential Information	Any information disclosed by one party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information.
Fees	All charges payable by the Customer for access to and use of Rails Cloud services, as set out in the applicable Order Form or pricing page.
Force Majeure Event	Any event beyond a party's reasonable control, including natural disasters, acts of government, war, civil unrest, cyberattacks directed at national infrastructure, pandemics, or power grid failures.
Intellectual Property Rights	All patents, copyright, trademarks, trade secrets, database rights, domain names, and any other intellectual or industrial property rights of any nature.
Order Form	A written or electronic document signed or accepted by both parties specifying the services, subscription tier, fees, and any special terms agreed between the parties.
Platform	The Rails Cloud infrastructure platform, including all products: Rails Cloud VPS, Managed Databases, AI Labs, Rails Pay, Vault Suite, Rails Pages, Rails ID, and the Developer API.
Services	The cloud infrastructure services and products provided by Rails Cloud to the Customer as specified in the applicable Order Form.
Subscription Term	The period during which the Customer is subscribed to and authorised to use the Services, commencing on the subscription start date and ending on the termination or expiry date.
Third-Party Services	Any software, services, or content provided by parties other than Rails Cloud that may be integrated with or accessed through the Platform.

3. Account Registration and Eligibility

3.1 Eligibility

To register for and use Rails Cloud services, you must:

- Be at least 18 years of age, or the age of majority in your jurisdiction if higher
- Have the legal capacity to enter into binding contracts
- If registering on behalf of a legal entity, have the authority to bind that entity to these Terms
- Not be prohibited from using Rails Cloud services under applicable law or under a prior suspension or termination from Rails Cloud

3.2 Account Registration

You must provide accurate, complete, and current information during registration. You are responsible for maintaining the accuracy of your account information and must promptly update it if it changes. Rails Cloud reserves the right to suspend or terminate accounts based on inaccurate or misleading registration information.

3.3 Account Security

You are responsible for:

- Maintaining the confidentiality of your account credentials, API keys, and access tokens
- All activity that occurs under your account, whether or not authorised by you
- Promptly notifying Rails Cloud at security@railscloud.co of any unauthorised use of your account or suspected security breach

Rails Cloud will not be liable for losses arising from unauthorised account access where the Customer has failed to maintain adequate credential security.

3.4 Authorised Users

Customers may grant access to Authorised Users subject to these Terms. The Customer is responsible for ensuring all Authorised Users comply with these Terms and the Acceptable Use Policy. Any act or omission by an Authorised User in breach of these Terms shall be treated as an act or omission by the Customer.

4. Rails Cloud Services

4.1 Service Availability

Rails Cloud provides access to the Platform on a subscription basis. The specific services, features, resource limits, and support levels available to the Customer depend on the subscription tier selected, as described at railscloud.co/pricing and in the applicable Order Form.

4.2 Service Modifications

Rails Cloud reserves the right to modify, update, or discontinue features of the Platform from time to time. We will provide:

- At least 30 days notice for material changes that reduce functionality on paid plans
- At least 90 days notice for discontinuation of a product or service that the Customer is actively using
- Reasonable advance notice for feature updates and improvements

Where a material reduction in service functionality is not acceptable to the Customer, the Customer may terminate the affected service without early termination penalty within 30 days of the notice.

4.3 Beta and Preview Features

Rails Cloud may offer beta, preview, or experimental features from time to time. These features are provided on an as-is basis without SLA coverage or support commitments. Rails Cloud may modify or discontinue beta features without notice. Customer use of beta features is at their own risk.

4.4 Third-Party Integrations

The Platform may integrate with or provide access to Third-Party Services. Rails Cloud does not control Third-Party Services and is not responsible for their availability, accuracy, or compliance with applicable law. Customer use of Third-Party Services is subject to the terms of those third parties.

5. Fees, Billing, and Payment

5.1 Fees

Customer agrees to pay all Fees for the Services selected, as set out in the applicable Order Form or as published at railscloud.co/pricing. All Fees are stated in United States Dollars (USD) unless otherwise specified in the Order Form. Rails Cloud reserves the right to change its pricing with 30 days written notice.

5.2 Billing Cycle

Plan Type	Billing Cycle	Invoice Date	Payment Due
Monthly subscription	Calendar month	1st of each month	7 days from invoice
Annual subscription	12 months	Subscription start date	14 days from invoice
Usage-based (e.g. egress)	Calendar month	3rd of following month	7 days from invoice
Enterprise (custom)	As per Order Form	As per Order Form	As per Order Form

5.3 Payment Methods

Rails Cloud accepts payment via Rails Pay, bank transfer, and other methods specified at checkout. Enterprise customers may request invoice-based payment with NET 30 terms subject to credit approval.

5.4 Taxes

All Fees are exclusive of applicable taxes including VAT, GST, withholding tax, and any other applicable levies. Customer is responsible for all taxes applicable to its purchase of Services. Where Rails Cloud is required by law to collect taxes, these will be added to the invoice.

5.5 Late Payment

Where payment is not received by the due date, Rails Cloud may:

- Apply interest on the overdue amount at a rate of 2% per month from the due date until payment
- Suspend access to the Services after 14 days written notice of non-payment
- Terminate the subscription after 30 days of the suspension notice if payment remains outstanding

Rails Cloud will not suspend or terminate services where Customer has raised a good faith written dispute regarding the invoice within the payment period.

5.6 Price Changes

Rails Cloud will provide 30 days written notice of any increase in subscription Fees. Where the Customer does not accept the new pricing, the Customer may terminate the affected Services at the end of the current billing period without penalty.

6. Customer Data and Intellectual Property

6.1 Customer Data Ownership

Customer retains all ownership, title, and Intellectual Property Rights in and to Customer Data at all times. Rails Cloud acquires no rights in Customer Data other than the limited licence set out in Section 6.2.

6.2 Licence to Rails Cloud

Customer grants Rails Cloud a limited, non-exclusive, royalty-free, worldwide licence to store, process, transmit, back up, and replicate Customer Data solely to the extent necessary to provide the Services and fulfil Rails Cloud's obligations under these Terms. This licence terminates upon deletion of Customer Data or termination of the subscription, subject to any applicable retention obligations.

6.3 Rails Cloud Intellectual Property

Rails Cloud retains all Intellectual Property Rights in the Platform, including all software, documentation, APIs, trademarks, and trade secrets. Nothing in these Terms transfers any Intellectual Property Rights in the Platform to the Customer. Customer is granted a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform solely for Customer's internal business purposes during the Subscription Term.

6.4 Feedback

If Customer provides suggestions, ideas, or feedback regarding the Platform ("Feedback"), Customer grants Rails Cloud an irrevocable, perpetual, royalty-free licence to use and incorporate such Feedback into the Platform without any obligation to the Customer.

6.5 No Reverse Engineering

Customer may not reverse engineer, decompile, disassemble, or attempt to derive the source code of any component of the Platform, except to the extent expressly permitted by applicable law.

7. Confidentiality

7.1 Mutual Obligations

Each party agrees to keep the other party's Confidential Information confidential and to use it only for the purposes of exercising its rights and fulfilling its obligations under these Terms. Each party shall take reasonable steps to protect the other's Confidential Information from unauthorised disclosure, using at least the same degree of care it uses to protect its own confidential information.

7.2 Exceptions

Confidentiality obligations do not apply to information that:

- Is or becomes publicly available through no fault of the receiving party

- Was already known to the receiving party before disclosure without restriction
- Is received from a third party without restriction and without breach of any obligation
- Is independently developed by the receiving party without reference to the disclosing party's Confidential Information
- Is required to be disclosed by law, regulation, or court order, provided the receiving party gives prompt written notice to the disclosing party where legally permitted

7.3 Duration

Confidentiality obligations survive termination of these Terms for a period of three (3) years. Obligations relating to trade secrets survive indefinitely.

8. Acceptable Use

Use of the Platform is subject to the Rails Cloud Acceptable Use Policy (AUP), available at railscloud.co/legal/aup. Customer agrees to comply with the AUP and to ensure all Authorised Users do the same. Key prohibited uses include:

- Using the Platform to store, transmit, or process illegal content or to facilitate illegal activities
- Hosting or distributing malware, ransomware, spyware, or other malicious software
- Conducting or facilitating distributed denial-of-service (DDoS) attacks or other cyberattacks
- Mining cryptocurrency without prior written approval from Rails Cloud
- Reselling or sublicensing access to the Platform without prior written consent
- Attempting to gain unauthorised access to other customers' data or to Rails Cloud's internal systems
- Using the Platform in a manner that violates any applicable law or regulation

Rails Cloud reserves the right to immediately suspend Services without notice where it reasonably believes a material breach of the AUP is occurring that poses a threat to platform security or other customers. Rails Cloud will notify the Customer of any such suspension promptly.

9. Representations and Warranties

9.1 Rails Cloud Warranties

Rails Cloud warrants that:

- It has the right and authority to enter into these Terms and provide the Services
- It will provide the Services in a professional and workmanlike manner consistent with industry standards
- The Platform does not, to its knowledge, infringe the Intellectual Property Rights of any third party
- It will maintain appropriate technical and organisational security measures as described in the DPA

9.2 Customer Warranties

Customer warrants that:

- It has the right and authority to enter into these Terms and to upload and use Customer Data as contemplated herein

- Customer Data does not infringe the Intellectual Property Rights of any third party
- Customer Data does not contain material that is unlawful, defamatory, or in violation of any applicable law
- Customer will comply with all applicable laws in its use of the Services, including data protection, financial services, and telecommunications regulations

9.3 Disclaimer

EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RAILS CLOUD DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

10. Limitation of Liability

10.1 Exclusion of Consequential Loss

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Aggregate Liability Cap

Subject to Section 10.3, each party's total aggregate liability to the other party arising out of or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total Fees paid or payable by Customer to Rails Cloud in the twelve (12) months immediately preceding the event giving rise to the claim.

10.3 Exceptions to Cap

The liability cap in Section 10.2 does not apply to:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Wilful misconduct or gross negligence
- Customer's payment obligations under Section 5
- Either party's confidentiality obligations under Section 7
- Infringement of the other party's Intellectual Property Rights

10.4 Essential Basis

The parties acknowledge that the limitations of liability in this Section 10 reflect a reasonable allocation of risk and form an essential basis of the bargain between the parties. Rails Cloud would not provide the Services at the prices offered without these limitations.

11. Indemnification

11.1 Customer Indemnity

Customer shall defend, indemnify, and hold harmless Rails Cloud and its officers, directors, employees, and agents from and against any claims, damages, fines, penalties, and costs (including reasonable legal fees) arising from:

- Customer's or any Authorised User's breach of these Terms or the AUP
- Customer Data infringing the Intellectual Property Rights of a third party
- Customer's use of the Services in violation of applicable law
- Customer's breach of its data protection or privacy obligations

11.2 Rails Cloud Indemnity

Rails Cloud shall defend, indemnify, and hold harmless the Customer from and against claims that the Platform, as provided by Rails Cloud, infringes the Intellectual Property Rights of a third party, provided that Customer:

- Promptly notifies Rails Cloud in writing of the claim
- Grants Rails Cloud sole control of the defence and settlement
- Provides reasonable cooperation and assistance at Rails Cloud's cost

This indemnity does not apply where the infringement claim arises from Customer's modification of the Platform, use in combination with third-party products, or use in a manner not authorised by these Terms.

12. Term and Termination

12.1 Subscription Term

These Terms commence on the date the Customer creates an account or accepts these Terms and continue for the Subscription Term specified in the Order Form or as renewed in accordance with Section 12.2.

12.2 Renewal

Monthly subscriptions automatically renew on a month-to-month basis unless cancelled at least 3 days before the renewal date. Annual subscriptions automatically renew for a further 12-month term unless the Customer provides written notice of non-renewal at least 30 days before the renewal date.

12.3 Termination by Customer

Customer may terminate the Services at any time in accordance with the Rails Cloud Data Portability & Exit Policy. Notice periods and billing on termination are as set out in that Policy.

12.4 Termination by Rails Cloud for Cause

Rails Cloud may terminate these Terms and suspend or terminate Services immediately upon written notice if:

- Customer materially breaches these Terms and fails to cure the breach within 14 days of written notice (or immediately where the breach is incapable of remedy)
- Customer becomes insolvent, enters liquidation, or a receiver or administrator is appointed over its assets
- Customer breaches the AUP in a manner that poses a risk to the platform, other customers, or third parties

- Customer fails to pay any undisputed Fees within 30 days of a suspension notice issued under Section 5.5

12.5 Termination for SLA Failure

Customer may terminate these Terms without penalty in accordance with Section 9 of the Service Level Agreement where the persistent SLA failure threshold has been met.

12.6 Effect of Termination

Upon termination or expiry of these Terms:

- All licences granted to Customer under these Terms immediately terminate
- Customer must cease all use of the Platform
- Each party must return or destroy the other's Confidential Information upon request
- Customer Data handling on termination is governed by the Data Portability & Exit Policy
- All accrued payment obligations and provisions intended to survive termination remain in force

12.7 Survival

Sections 2 (Definitions), 6.1–6.3 (IP), 7 (Confidentiality), 9.3 (Disclaimer), 10 (Limitation of Liability), 11 (Indemnification), 12.6 (Effect of Termination), and 14 (General) survive termination of these Terms.

13. Suspension of Services

Rails Cloud may suspend Customer's access to the Services, in whole or in part, in the following circumstances:

- Non-payment: after 14 days written notice as set out in Section 5.5
- AUP breach: immediately where the breach poses an active security or legal risk
- Legal obligation: where required by a lawful order of a court or regulatory authority
- Platform integrity: where Customer's usage is causing material harm to the platform or other customers, with as much notice as is practicable

Rails Cloud will restore access promptly upon resolution of the issue giving rise to the suspension. Suspension does not relieve Customer of its payment obligations for the suspended period unless the suspension is due to a Rails Cloud error or SLA failure.

14. General Provisions

14.1 Governing Law

These Terms are governed by and construed in accordance with the laws of the Republic of Zimbabwe. The parties submit to the non-exclusive jurisdiction of the courts of Zimbabwe for the resolution of any disputes arising under these Terms.

14.2 Dispute Resolution

In the event of a dispute, the parties agree to first attempt to resolve the matter through good faith negotiation. Either party may initiate the process by giving written notice to the other describing the dispute. If the dispute is not resolved within 30 days of notice, either party may pursue its legal remedies in the courts of Zimbabwe or through mutually agreed arbitration.

14.3 Entire Agreement

These Terms, together with all incorporated documents listed in Section 1, constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior agreements, representations, and understandings. Any prior terms and conditions on Customer purchase orders or other documents are expressly excluded.

14.4 Amendments

Rails Cloud may amend these Terms by providing 30 days written notice to the Customer. Continued use of the Services after the effective date of the amendment constitutes acceptance. Material amendments that increase Customer's obligations or reduce Customer's rights will be communicated prominently. Amendments that solely reflect changes in applicable law take effect immediately.

14.5 Assignment

Customer may not assign or transfer any rights or obligations under these Terms without the prior written consent of Rails Cloud. Rails Cloud may assign these Terms in connection with a merger, acquisition, or sale of substantially all of its assets, provided the assignee assumes all of Rails Cloud's obligations. Any purported assignment in breach of this clause is void.

14.6 Waiver

No failure or delay by either party in exercising any right under these Terms constitutes a waiver of that right. A waiver of any breach does not constitute a waiver of any subsequent breach.

14.7 Severability

If any provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it enforceable.

14.8 Force Majeure

Neither party is liable for any failure or delay in performance under these Terms to the extent caused by a Force Majeure Event. The affected party must notify the other promptly and take reasonable steps to mitigate the effects. If a Force Majeure Event continues for more than 60 days, either party may terminate the affected Services without penalty.

14.9 Relationship of Parties

The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between the parties. Neither party may bind the other to any obligation.

14.10 Notices

All formal notices under these Terms must be in writing and delivered by email to the registered account email address or to legal@railscloud.co. Notices are deemed received on the next business day after transmission unless the sender receives a delivery failure notification.

14.11 Language

These Terms are written in English. In the event of any translation being prepared for convenience, the English version prevails.

14.12 No Third-Party Beneficiaries

These Terms are for the sole benefit of the parties and their permitted successors and assigns. Nothing in these Terms creates any right in any third party.

15. Contact Information

Matter	Contact	Response Time
General support	support@railscloud.co	1 business day
Legal and contract queries	legal@railscloud.co	2 business days
Billing disputes	billing@railscloud.co	1 business day
Security concerns	security@railscloud.co	4 hours
Enterprise enquiries	enterprise@railscloud.co	1 business day
Privacy and data queries	privacy@railscloud.co	2 business days
Registered office	Rails Net (Pvt) Ltd, Reg. 84172A0722026, TIN 2002425765, Zimbabwe	N/A

By using Rails Cloud services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service and all incorporated documents. All legal documents are available at railscloud.co/legal. Rails Cloud is committed to operating with the highest standards of transparency, fairness, and accountability on the African continent.