



LXM TERMS AND CONDITIONS OF USE

These terms and conditions apply to the use of the online level crossing management system including the ALCAM road and pedestrian risk models owned by the Australian and New Zealand National ALCAM Committee and supported by Rail Industry Safety and Standards Board (RISSB) Limited (ABN 58 105 001 465) (RISSB) and known as LXM web system.

The following terms and conditions constitute a binding legal agreement between the user (you) of LXM and the National ALCAM Committee. This encompasses all content, information and services provided on or through LXM (content) may only be used under these terms of use.

Access Procedure

To access LXM, please contact your relevant LXM jurisdiction or organisation administrator. If you are unsure who that is, contact the LXM system administrator support@alcam.com.au who will then point you to the relevant authority in your jurisdiction (state) or organisation.

The National ALCAM Committee (and administrators authorised by the National ALCAM Committee) may in its absolute discretion provide you with an LXM login name and password to allow you to access all or part of LXM. You must keep your login name and password confidential and in a safe and secure manner. Your use of LXM is subject to these Terms of Use. If you become aware of any unauthorised use of LXM, you must immediately notify the National ALCAM Committee by email to info@alcam.com.au.

You acknowledge that the National ALCAM Committee (and administrators authorised by the National ALCAM Committee) reserves the right to grant, restrict or terminate your access to all or any part of the information contained in LXM if it believes you are in breach of the Terms of Use set out below. Your use of the LXM Web System, including all of its features, risk models and content (**LXM**) constitutes your agreement to be bound by these Terms of Use (**Terms of Use**).

LXM is a service made available by Rail Industry Safety and Standards Board (RISSB) Limited (ABN 58 105 001 465) (**RISSB**) on behalf of the Australian and New Zealand National ALCAM Committee, and all content, information and services provided on or through LXM (**Content**) may only be used under these Terms of Use.

The ALCAM Road and Pedestrian Models are tools for the assessment of level crossing hazards. The ALCAM Model outputs cannot be applied in isolation and do not preclude the need for sound engineering judgement. Any risk assessment and treatment also needs to consider other factors, including:

- (a) Collision and near-collision history
- (b) Engineering experience (both rail and road)
- (c) Local knowledge of driver or pedestrian behaviour
- (d) Social and economic assessment
- (e) Standards and international best practice

1 Acknowledgement

You acknowledge that ALCAM does not provide any warranties for upgrades or attempt to define a 'safe' or acceptable level of risk.

2 Limited Licence

You are granted a nonexclusive, non-transferable, revocable, limited license to access and use LXM in accordance with and subject to these Terms of Use. The National ALCAM Committee (and administrators authorised by the National ALCAM Committee) may terminate this license at any time for any reason.

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4 No reliance

The LXM and its Content is not intended to and does not constitute legal advice, nor is anything submitted by you to LXM treated as confidential. The National ALCAM Committee and RISSB do not warrant or guarantee the accuracy and completeness of the information contained in the LXM, its Content and its outputs. The National ALCAM Committee and RISSB bear no responsibility or liability whatsoever for any errors, faults, defects or omission in that information. Your use of information contained in the LXM and its Content and outputs is at your own risk.

5 Ownership of information

For the purposes of this clause, **Intellectual Property** means any copyright, design, patent, trade mark, semiconductor or circuit layout (whether registered, unregistered or applied for) trade, business, company or domain name, know-how, inventions, processes, confidential information (whether in writing or recorded in any form) and any other proprietary, licence or personal rights arising from intellectual activity in the business, industrial, scientific or artistic fields and, for the avoidance of doubt, includes the Content.

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- (b) You agree not to remove any copyright notice or ALCAM or LXM logo from the information you use in LXM.
- (c) If you publish or otherwise make available Intellectual Property obtained through your use of LXM (including, without limitation, the ALCAM risk score outputs), you must:
 - i. ensure that such Intellectual Property is identified as belonging to the National ALCAM Committee; and
 - ii. inform the National ALCAM Committee of such use.
- (d) Where The National ALCAM Committee has included any information in LXM under licence or other authority from any third party (**Original Source**), you acknowledge:
 - i. the Original Source's ownership of and rights in relation to that information;
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 - iii. in the event that The National ALCAM Committee's licence from the Original Source is terminated, the material provided by the Original Source under that licence may be removed from LXM.

6 Acknowledgements and undertakings

You acknowledge and agree that it is your obligation and you undertake to:

- (a) ensure that you and each of your relevant officers, employees, contractors or agents:
 - i. maintain the confidentiality and security of any logins or passwords provided to you to access LXM; and
 - ii. do not use the LXM or its Content in any manner which is illegal or prohibited by or in breach of any applicable laws (including laws in relation to privacy);

and in the event of a breach or suspected breach of item 6(a), you immediately inform the National ALCAM Committee by email to info@alcam.com.au;

- (b) take any precautions that may be necessary or appropriate to ensure that systems and processes used to access LXM provide appropriate protection to your hardware and software systems and do not expose LXM to the risk of viruses or other forms of interference that may damage the LXM software or hardware systems; and
- (c) maintain and ensure that each of your officers, employees, contractors or agents who has access to LXM or any information derived from LXM maintains the confidentiality of all such information.
- (d) where relevant, ensure that each of your officers, employees, contractors or agents who has been provided access to LXM and authorised to input and/or change Content are appropriately qualified and make every reasonable effort to maintain the accuracy of the data.

7 Privacy policy

These terms and conditions must be read in conjunction with RISSB's privacy policy, which may be accessed on RISSB's website (<https://www.rissb.com.au/about/our-information/>).

8 Exclusion

- (a) Materials and information contained in LXM and its Content are provided 'as is' for information purposes and as a guide only. Changes are periodically made to LXM (including any data or information stored in or accessible through LXM) and may be made at any time. The National ALCAM Committee and RISSB expressly exclude to the



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- (c) You acknowledge that the Content, including the ALCAM model outputs, rely on data provided from a variety of sources, which can be affected by the quality of the input data, and therefore cannot be guaranteed by the National ALCAM Committee or RISSB.
- (d) You understand and agree that if you download or otherwise derive or use information from LXM, you do so at your (d)own discretion and risk and you will be solely responsible for any loss or damages that may result, including loss of data or damage to your computer system.

9 Release and limitation on liability

- (a) You hereby release the National ALCAM Committee member organisations (Transport for NSW (TfNSW), Department of Infrastructure and Transport (DIT) South Australia, Queensland Rail, Department of Infrastructure, Planning and Logistics Northern Territory, Tasmania Railway Pty LTd, Main Roads Western Australia, KiwiRail Holdings Limited), Department of Transport Victoria, RISSB and its employees, contractors and agents from all losses, damages, costs, expenses, actions, claims, suits or demands (including consequential loss) arising out of or in connection with:
 - i. your use of or access to or reliance on the LXM and its Content and outputs;
 - ii. your breach of these Terms of Use;
 - iii. any negligence, fraud, error or other wrongful act or omission by you or your employees, contractors or agents subcontractors or of any other persons for whose acts or omissions you are vicariously liable;
 - iv. any death, personal injury or damage to property in connection with the supply or use of LXM, except to the extent that any action, proceeding, claim or demand arises out of any negligence, fraud or other wrongful act or omission of The National ALCAM Committee, RISSB or its employees;
 - v. any computer viruses or other defects or any damage to your computer or software or data damaged by any virus which might be transmitted or activated electronically;
 - vi. any incorrect, out-of-date or incomplete information provided to you or the failure to provide information to you; or
 - vii. a failure by you to use or correctly or accurately interpret information supplied to you by the LXM system;
- (b) To the fullest extent permitted by law The National ALCAM Committee or RISSB will not be liable to you for any direct, indirect, consequential, exemplary, incidental, special losses or damages, including without limitation, loss of business opportunity, loss of profit, loss of revenue, loss of production, loss of goodwill or loss of data) arising out of or in connection with your use of LXM.
- (c) To the extent permitted by applicable laws, any liability incurred by RISSB in relation to LXM (including any warranty, guarantee, conditions or representation that cannot be excluded under any applicable law) is limited to, at the National ALCAM Committee's option, the resupply of the LXM information or the supply of equivalent services.

10 Governing Law

These Terms of Use are governed by, construed and enforced in accordance with the laws of Queensland, Australia. Any disputes arising from these Terms of Use are subject to the exclusive jurisdiction of the courts in Queensland, Australia.

The National ALCAM Committee (and administrators authorised by the National ALCAM Committee) may in its sole discretion alter, vary, add to or replace all or part of these terms and conditions at any time without notice to you by updating these terms and conditions and posting the updated Terms of Use on LXM.

Amendments, variations, and additions to, and replacement of, these Terms of Use will become effective immediately upon posting on this website. You agree that the National ALCAM Committee is not required to notify you if these Terms of Use are amended, varied, added to or replaced. If you continue to use LXM subsequent to the posting of any amendments to these Terms of Use, you will be taken to have accepted and be bound by these Terms of Use as amended.