

Community Agreement

This Agreement governs the relationship between You and VCUBED PTY LTD (V3) ACN:074524879 of 3/8 Alvan St Subiaco Western Australia 6008.

1. Member of TXGB Community

1.1 Subject to You complying with all the terms and conditions of this Agreement, You will be able to:

- (a) access TXGB on an ongoing basis;
- (b) enter and manage information such as (but not limited to) names, descriptions, images, categories and guide prices relating to Your Business in TXGB (**Data**);
- (c) use the reporting and management functionalities built into Your Dashboard, and;
- (d) participate in the TXGB community.

1.2 Data populated by You is Your sole responsibility and VCUBED PTY LTD (V3) accepts no responsibility for and is not liable for the content of Data populated by You or any other person in TXGB nor for any errors or omissions in that Data nor for any reliance by any person on that Data. Any Data populated by VCUBED PTY LTD (V3) at Your request or the request of any other individual participant who uses TXGB in a defined manner as agreed with VCUBED PTY LTD (V3) (**Participant**), remains Your responsibility or the responsibility of the requesting Participant. Nothing in this Agreement is to be read or construed as making VCUBED PTY LTD (V3) responsible for the contents of or accuracy of or completeness of Data populated by or on behalf of You or any other Participant.

1.3 You authorise VCUBED PTY LTD (V3) to display your Data on all distribution channels connected to TXGB that display non-bookable accommodation, attractions, transport, tours, goods, epicurean and other tourism and leisure-based services and facilities (**Tourism Products**);

1.4 You authorise VCUBED PTY LTD (V3) to collect, use and disclose Your personal information for the purposes of performing this Agreement, managing the business relationship, responding to enquiries, issuing notices, providing products or services, and complying with legal obligations.

1.5 VCUBED PTY LTD (V3) may communicate with You by TXGB, email, telephone, electronic messaging platforms, or other reasonable means using the contact details provided by You. You acknowledge that communications sent to the most recent contact details supplied by You will be deemed authorised.

2. General

2.1 In populating Data on TXGB, You must ensure that You comply with all relevant laws, regulations and legally required standards, including but not limited to the [TERRITORY] fair trading laws, and all regulatory guidelines and industry codes of conduct in relation to the promotion and sale of Tourism Products

2.1 You acknowledge that TXGB includes a central data collection and storage system that will collect and store upon generation all information relating to You including but not limited to the use of VCUBED PTY LTD (V3) and Licensor's approved Google Analytics (or similar service), made by Customers with You, (but excluding all Banking or credit card details of any person) (**Customer Data**).

2.2 You authorise the appointment of VCUBED PTY LTD (V3) to act as a Data Processor on behalf of You and acknowledge in respect to distribution of Your Data and Customer Data that You act as a Data Controller and wish to subcontract processing of Customer Data, including Personally Identifiable Information to VCUBED PTY LTD (V3) (**Data Processor**) in accordance with the terms of this Agreement.

2.3 You authorise VCUBED PTY LTD (V3) to appoint any person to process Data and Customer Data on behalf of VCUBED PTY LTD (V3) in connection with this Agreement (**Sub-Processor**).

2.4 You authorise VCUBED PTY LTD (V3) to transfer Data and Customer Data to Participants subject to Customers providing Consent as part of the booking process. Should Customers not provide Consent then You authorise VCUBED PTY LTD (V3) to transfer anonymised Customer Data to Participants.

2.5 You authorise Data Processor to transfer Data and Customer Data and to countries outside the EU and/or the European Economic Area (EEA). If Personally Identifiable Information, processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the Personally Identifiable Information is adequately protected.

- 2.6 You agree to grant joint ownership of Your Data and Customer Data to VCUBED PTY LTD (V3) together with its nominees and may be jointly accessed and exploited by You and VCUBED PTY LTD (V3) (either alone or with its nominees and that this joint ownership will continue beyond the termination of this Agreement.
- 2.7 You must at all times comply with Your own obligations arising under the General Data Protection Regulation (Regulation (EU) 2026/679), in relation to the collection, use, disclosure, storage or handling of Personally Identifiable Information in Your use of TXGB and indemnify VCUBED PTY LTD (V3) against any loss or damage suffered by VCUBED PTY LTD (V3) arising as a result of a breach of Your obligations arising under that Act or any similar legislation.
- 2.8 All Personally Identifiable Information supplied or otherwise acquired by VCUBED PTY LTD (V3) about You will be dealt with in accordance with VCUBED PTY LTD (V3)'s Privacy Policy which is available <https://www.txgb.co.uk/>.
- 2.9 VCUBED PTY LTD (V3) may without liability terminate this Agreement by giving 10 days' notice and at the end of that notice period this Agreement will automatically terminate and You will have no further right to access or use TXGB and You will have no claim against any person including but not limited to VCUBED PTY LTD (V3) and its respective directors, officers and representatives arising from the termination of this Agreement.