

Community Agreement

This Agreement governs the relationship between You and Tourism Exchange USA LLC, Official registration number: L22000342850 of 1011 Centre Rd Ste 322, Wilmington DE 19803.

1. Member of TXUSA Community

- 1.1 Subject to You complying with all the terms and conditions of this Agreement, You will be able to:
- (a) access TXUSA 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 TXUSA (**Data**);
 - (c) use the reporting and management functionalities built into Your Dashboard, and;
 - (d) participate in the TXUSA community.
- 1.2 Data populated by You is Your sole responsibility and Tourism Exchange USA LLC accepts no responsibility for and is not liable for the content of Data populated by You or any other person in TXUSA nor for any errors or omissions in that Data nor for any reliance by any person on that Data. Any Data populated by Tourism Exchange USA LLC at Your request or the request of any other individual participant who uses TXUSA in a defined manner as agreed with Tourism Exchange USA LLC (**Participant**), remains Your responsibility or the responsibility of the requesting Participant. Nothing in this Agreement is to be read or construed as making Tourism Exchange USA LLC 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 Tourism Exchange USA LLC to display your Data on all distribution channels connected to TXUSA 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 Tourism Exchange USA LLC 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 Tourism Exchange USA LLC may communicate with You by TXUSA, 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 TXUSA, You must ensure that You comply with all relevant laws, regulations and legally required standards, including but not limited to the United States 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 TXUSA 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 Tourism Exchange USA LLC 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 Tourism Exchange USA LLC 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 Tourism Exchange USA LLC (**Data Processor**) in accordance with the terms of this Agreement.
- 2.3 You authorise Tourism Exchange USA LLC to appoint any person to process Data and Customer Data on behalf of Tourism Exchange USA LLC in connection with this Agreement (**Sub-Processor**).
- 2.4 You authorise Tourism Exchange USA LLC 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 Tourism Exchange USA LLC 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 Tourism Exchange USA LLC together with its nominees and may be jointly accessed and exploited by You and Tourism Exchange USA LLC (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 California Consumer Privacy Act of 2018, Cal. Civ. Code §1798.100 et. Seq, in relation to the collection, use, disclosure, storage or handling of Personally Identifiable Information in Your use of TXUSA and indemnify Tourism Exchange USA LLC against any loss or damage suffered by Tourism Exchange USA LLC 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 Tourism Exchange USA LLC about You will be dealt with in accordance with Tourism Exchange USA LLC's Privacy Policy which is available at <https://tourismexchangeusa.com/>.
- 2.9 Tourism Exchange USA LLC 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 TXUSA and You will have no claim against any person including but not limited to Tourism Exchange USA LLC and its respective directors, officers and representatives arising from the termination of this Agreement.