

License Agreement for Members Resources

[Last updated 21 February 2025]

Where we make documents, business names, logos, trademarks or other member resources (called in this agreement '**GtoB Content**') available to you, directly or indirectly, within the members area of our website www.goodtobook.com, by email, or our platform from time to time, we make the GtoB Content available for your use in accordance with the terms of this license agreement. By using GtoB Content, you are agreeing to the terms of this agreement whether you have read this agreement or not.

1. Definitions

- 1.1. **GtoB, us, we** or **ours** means Good to Book Pty Ltd ABN 89 641 326 570.
- 1.2. **OTA means Online Travel Agent.**
- 1.3. **Platform** means www.goodtobook.com, our database and OAuth API is hosted through Amazon Web Services (AWS) Sydney, any subsites, other applications and related social media or other online areas under our control including blogs and message boards.
- 1.4. **PMS** means Property Management Software provider.
- 1.5. **Registered STAP, you** or **yours** means you, the person who is signing up to become a member of our services.
- 1.6. **Services** means the searchable, rogue guest database service we provide via our platform.

2. Grant of license

- 2.1. Subject to the terms of this license agreement and your continued compliance with our membership terms and members subscription payment, we grant to you a revokable, non-exclusive, non-transferable license to use the GtoB Content, within your PMS, registered STAP business, or OTA solely for the purpose the GtoB Content is provided (that is, either for your own reference or to display to your guests).

3. Terms of use:

- 3.1. By using the GtoB Content, you:
 - a. agree that all intellectual property rights, including copyrights, in the platform and its content are owned by or licensed to us. You may not use, reproduce, distribute, display, or create derivative works from any content on the platform without our express written permission or as permitted by applicable law.
 - b. acknowledge that any content you upload to the platform (your content) must not infringe on the intellectual property rights of any third party. You warrant that you hold all necessary rights and permissions to upload your content and grant us a non-exclusive, royalty-free, worldwide licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display your content in connection with the operation of the platform.

- c. agree that we reserve the right to remove or disable any of your content that we believe, in our sole discretion, infringes upon the intellectual property rights of others. You will indemnify us against any claims arising from the infringement of intellectual property rights by your content.
- d. acknowledge that we make no warranty that the GtoB Content is accurate, up-to-date, complete, sufficient for your business, or compliant with the laws in your location.
- e. acknowledge that your use of the GtoB Content at your own risk and we are not liable to you or any third party for your use of the GtoB Content.
- f. agree to not use any GtoB Content in a manner that might deceive or cause confusion to any person, including by representing that you are our agent, partner, or associated with or approved by us, other than as an approved member of our platform, or that your accommodation services are otherwise approved by us in any way.
- g. agree to not use the GtoB Content in a manner that may cause harm to GtoB, our business reputation or our goodwill or to another member of our services.

4. Trading name, Logo and Trademarks

- 4.1. Where the GtoB Content includes our trading name, logo or trademarks (collectively called "**our Brand**"), you agree, in relation to our Brand, that you will not:
 - a. do anything to compromise our rights in and to our Brand including using or registering trademarks, names or designs which are substantially identical or confusingly or deceptively similar to our Brand or challenging or objecting to our rights in relation to our Brand.
 - b. register or use any company name, business name, domain name, social media name, email address or similar, which incorporates our Brand or is substantially identical or confusingly or deceptively similar to our Brand.
- 4.2. If you become aware of any third party's unauthorised use of, or attempt to register, our Brand or any substantially identical or confusingly or deceptively similar mark, you agree to immediately notify us.

5. Indemnity

- 5.1. Each party (the "**Indemnifying Party**") agrees to indemnify, defend, and hold harmless the other party (the "**Indemnified Party**") from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable legal fees) arising out of or resulting from:
 - a. any breach by the Indemnifying Party of its obligations under this Agreement;
 - b. any wilful misconduct, fraud, or gross negligence of the Indemnifying Party;
 - c. any infringement or alleged infringement of any intellectual property rights of a third party by the Indemnifying Party's use of the Licensed Content, provided that

the Licensed Content used in accordance with this Agreement does not infringe any intellectual property rights.

5.2. The Indemnified Party agrees to:

- a. promptly notify the Indemnifying Party in writing of any claim for which indemnification is sought, provided that any delay in giving such notice shall not relieve the Indemnifying Party of its obligations except to the extent that the Indemnifying Party is actually prejudiced by such delay;
- b. provide the Indemnifying Party with reasonable assistance, at the Indemnifying Party's expense, in the defence of such claim; and
- c. give the Indemnifying Party sole control over the defence and settlement of such claim, provided that the Indemnifying Party shall not settle any claim without the Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed.

5.3. This indemnity shall survive the termination or expiration of this Agreement.

6. Disclaimer

6.1. While we aim to provide tools and resources for your use (for example privacy and disclosure information to give to guests), it is your sole responsibility to make sure you comply with all laws and obligations you may have and we make no warranty the material we supply will be accurate, up-to-date, relevant or sufficient for your business or for any jurisdiction. You need to consider your own circumstances and take all necessary steps to ensure that your business is legally compliant (eg. implement additional policies and seek professional advice where appropriate).

6.2. We are not liable for loss, damage or harm suffered by any person from your use or another party's use of the platform, any tools or resources available on the platform or any interactions with others on the platform or guests.

7. Termination of this licence agreement

7.1. Your licence to use GtoB content will automatically termination if:

- a. you cease to be a fully paid member of our services; or
- b. we terminate your membership to the GtoB platform;
- c. you lose access to our platform via your PMS provider or OTA; or
- d. if we give you notice that you are in breach of the terms of this licence agreement and you do not rectify that breach within seven (7) days of notice to you.

7.2. Upon termination of this agreement, you must immediately cease all use of the GtoB Content and remove all GtoB content from your business (eg. remove all hard copies from your premises and remove all electronic copies from your website and social media).

7.3. We may change the terms and conditions of this License Agreement at any time by providing written notice of that change to you.

8. General

- 8.1. **Days** means calendar days, unless otherwise stated in these terms and conditions.
- 8.2. **Notices** –
- a. Any required notice between the parties, including a notice of cancellation, may be provided electronically in writing to us at admin@goodtobook.com or you via the email contact details you provided to us in our 'Sign-Up Form', or as later notified in writing.
 - b. Notices sent electronically are deemed to have been received on the same business day if sent prior to 4.00pm on that business day and otherwise, the next business day (where a business day is a day that is not a public holiday, Saturday, or Sunday in Queensland, Australia).
- 8.3. **Relationship** – We are providing services to you as an independent contractor and nothing in these terms and conditions should be interpreted to suggest otherwise.
- 8.4. **Assignment** – The services are personal to you as a member of GtoB and these terms and conditions, and the services provided under it, cannot be assigned to any other person.
- 8.5. **No Waiver** – Any time or other indulgence granted by us will not in any way amount to a waiver of any of our rights or remedies under these terms and conditions.
- 8.6. **Governing law** – These terms and conditions are governed by the laws of Queensland, Australia, and you agree to be subject to the jurisdiction of the courts of Queensland, Australia if there was a serious dispute between you and us.
- 8.7. **Severability** – If any of these terms and conditions are determined to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed replaced by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms and conditions will continue in effect.
- 8.8. **Entire agreement** – These licence terms and conditions, together with our Members Terms and Conditions, our website Terms of Use, Privacy Policy, Disclaimer, and any other documents we make available to you directly or publish through our website/platform from time to time, form the complete agreement between us. Anything else agreed between us does not form part of this agreement.
- 8.9. **Electronic Acceptance** – This agreement may be entered into by ticking or checking the 'I agree' box on our website, by written confirmation from you sent to us by electronic means, including via email. Where a signature is indicated, each party agrees to accept a type written or electronic signature of the other party as binding acceptance of the terms and conditions of this agreement.

End.