

TERMS AND CONDITIONS OF USE

1. Definitions

The terms used in Terms and Conditions are defined as follows:

Account	the account to be created by the User via the Website in order to gain access to the Website and use the Services.
Agreement	the agreement between Campspace and the User regard to the use of the Website and the Services.
Camping Spot	an accommodation that is Listed by a Host through the Website as available for usage and/or rental.
Campspace	Campspace B.V. with its registered office and business address in (2031 BJ) Haarlem the address Figeeweg 1, Hall 2, Unit 006 registered in the trade register of the Chamber of Commerce in the Netherlands under number 671 558 63.
Commission	the applicable commission fee and booking fee to be paid by Guest. (For commission details check https://campspace.com/service-charge)
Guest	any User requesting the booking of a Camping Spot as Listed on the Website.
Host	any User who creates a Listing on the Website.
Listing	the listed Camping Spot by the Host through the Website.
Listing Fee	the usage and/or rental fee for a Camping Spot (including additional services and/or products on the Camping Spot), set by the Host in a Listing.
Services	any Service provided by Campspace as described further in article 3 of these Terms and Conditions.
Terms and Conditions	these Terms and Conditions of Campspace including the annexes and any amendments thereto.
User	any natural person, over the age of 18 years, not acting in the course of a profession and/or the operation of a business who created an Account on the Website, make use of the Services and/or entered into an Agreement.
Website	the Website of Campspace, currently: www.campspace.com and any other website or application through which Campspace makes the Services available.

2. Applicability Terms and Conditions

- 2.1. These Terms and Conditions apply to the use of the Website and/or Services of Campspace and to every Agreement related thereto.
- 2.2. By entering into an Agreement, using the Website, the Services and/or by creating an Account, the User accepts the applicability of the Terms and Conditions and warrants that the User is bound by the Terms and Conditions. In the event that an Account is blocked, regardless of the reason for such blocking, the Terms and Conditions continue to apply.

- 2.3. An Agreement is concluded after the User has created activated its Account via the Website.
- 2.4. The applicability of the general terms and conditions on the side of User and/or third parties is explicitly rejected.
- 2.5. These Terms of Conditions apply both within and outside of the Netherlands irrespective of the place of residence or location of User and, irrespective also of the location where the Agreement is effected or should have been effected.
- 2.6. Should Campspace not require strict observance of these Terms and Conditions at all times, this does not mean that the articles of the Terms and Conditions are in any way not applicable, or that Campspace would in any way forfeit its right to demand strict observance of the articles in the future and/or with respect to any other situation and/or third parties.
- 2.7. Derogations from these Terms and Conditions are effective only if they have been expressly agreed between Campspace and a User in writing. In that event, the expressly agreed on derogations shall prevail. Should Campspace deviate from these Terms and Conditions in one or more Agreements with a User, this deviation does not apply to any previous or future Agreements between Campspace and a User.

3. Services

- 3.1. Campspace provides through the Website an online platform that connects Hosts who have Camping Spots available with Guests seeking to use and/or rent such Camping Spots. The Website can be used to facilitate a Lising and for the booking and payment of Camping Spots (the '**Services**'). Campspace's responsibilities are limited to facilitating the availability of the Website and the Services.
- 3.2. The role of Campspace is limited to facilitating the Website and Services. Campspace will never become a party to an agreement between the Users that is concluded with the help of the Website and/or Services. Users understand and agree that Campspace does not act as an insurer or contracting agent. Campspace is not an owner, operator or provider of any Camping Spot. Campspace has no control over the conducts of any User.

4. Conditions for access and use of the Website and/or Services

- 4.1. In order to be able to use the Website and Services, the User must create an Account. An Account is strictly personal, is non-transferrable and is linked to the User. The User represents and warrants that the details provided by the User to Campspace for your Account are correct, complete and up-to-date. The User shall treat its Account as confidential and with care. The User will take reasonable measures so as to prevent unauthorized persons from recording and/or using the Account.
- 4.2. Subject to these Terms and Conditions, Campspace grants to the User a limited, non-exclusive, non-transferable, and revocable license to use the Website and Services. This license cannot be transferred to third parties without the explicit written prior consent of Campspace.
- 4.3. The User must immediately notify Campspace in writing of the loss or theft of the username and/or password or (the suspected) abuse or improper use of the Account by a third party. Upon receipt of

this notification, the User is liable for all damages or losses arising out of the unauthorized use of the Account.

- 4.4. Campspace may block or remove an Account at its sole discretion if Campspace considers that necessary. In such case, Campspace is under no obligation to give access to the Account again and is under no obligation to make a backup of the User of the Account. In case an Account of a User is blocked, that User does not have the right to open a new Account unless this is otherwise agreed upon.
- 4.5. A User that is a Guest or a User that is a Host and has no outstanding bookings, has the right to terminate its Account at any time in line with the procedure as indicated on the Website .
- 4.6. The User is at all times solely responsible for every use, including unauthorized use, (through an Account) of the Website and the Services.
- 4.7. The User is at all times solely responsible to comply with all applicable laws and regulations that may apply to the use of the Website and/or Services.
- 4.8. The User is at all times solely responsible to not breach any agreement that the User has entered into with another User or any third party when using the Website and/or Services.
- 4.9. A Host is obligated to review the local applicable laws and regulations before Listing a Camping Spot through the Website. A Host warrants that it complies with all applicable laws, regulations and other agreements entered into with third parties (including government bodies) with regard to the use of the Website and/or Services.
- 4.10. The User agrees not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Website and/or Services in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, to access the Website in a manner that sends more request messages to the servers than a human can reasonably produce in the same period of time by using a conventional web browser; (iii) disrupting the functioning of the Website or to use software that could disrupt the functioning of the Website (iv) transmitting spam, or other unsolicited email; (v) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Website; (vi) taking any action that imposes, or may impose at Campspace's sole discretion an unreasonable or disproportionately large load Campspace's infrastructure; (vii) uploading invalid data, viruses, worms, or other software agents through the Website; (viii) collecting or harvesting any personally data and/or Account information (including passwords) from the Website (ix) impersonating another person, conducting fraud, creating false Accounts and/or provide inaccurate information (x) interfering with the proper working of the Website and/or Services; (xi) transmitting content that is in violation with the applicable laws and regulations, including but not limited to content that is defamatory, abusive, obscene, offensive, violent or inciting violent, political, racist, or xenophobic (xii) bypassing the measures Campspace may use to prevent or restrict access to the Website; (xiii) using Campspace's trademarks or trade names or any variant thereof that is similar to or likely to be confused with Campspace's rights; (xiv) copying, imitating or using, in whole or in part, the look and feel of the Website (including but not limited to mirroring), including the content vested herein, without the prior written consent of Campspace; (xv) posting any link redirecting the Guest to the Host's website, social media accounts or any other form of referring the Guest to the Host's camping business that is not affiliated with Campspace or has created an Account on the Website.

5. License granted for content generated by User

- 5.1. In the event a User provides information and content via an Account or otherwise, that User automatically grants Campspace a perpetual, non-exclusive, transferable, sub-licensable, worldwide, royalty-free, worldwide license, applicable to all current and future means of communication to host, use, distribute, modify, run, copy, publish, create and communicate that information and/or content, in order to manage the Account, to optimize the use the Website and/or Services and for marketing and promotional purposes, unless expressly agreed upon otherwise in writing between Campspace and an User. In that event, the expressly agreed on derogations shall prevail.
- 5.2. This license will end if and when the information or content as referred to in this article, is deleted from Campspace's systems and/or if the User deleted such information or content, whichever term is longer. Any deleted information or content, may still be available on Campspace's systems, until it has been permanently deleted.

6. Booking a Camping Spot, Payment of Listing Fee and Commission

- 6.1. The Website offers instant bookings for a Camping Spot, as well bookings on request. In case of instant bookings, the Guest makes a booking for a Camping Spot, which booking instantly and automatically gets accepted or rejected. In case of bookings on request, the Guest places a request for a booking of a Camping Spot, which request the Host is required to accept or decline. The booking – either an instant booking or a booking on request - is completed once the booking is accepted and the Listing Fee and Commission is paid via de Website in full.
- 6.2. The Listing Fee is set by the Host for each Camping Spot and is to be paid in full by the Guest.
- 6.3. Any payment of a User to Campspace and/or between Users, is done exclusively though the Website, including but not limited to the payment of the Listing Fee and/or any other payments for or related to (the booking of) the Camping Spot.
- 6.4. Campspace uses the secure payment service provided by a payment service provider. Users using the payment system recognize and accept the Terms and Conditions of that payment service provider. (For further details check [www.campspace.com/payment providers](http://www.campspace.com/payment-providers).)
- 6.5. By using the secure payment service provider, Campspace will transfer the Listing Fee subject to the payment terms to the Host (For payment terms details check [https://campspace.com/payment terms](https://campspace.com/payment-terms)). Any additional costs required by Host's bank will fall on the account of the Host. Campspace is not responsible for payment of these additional costs required by the Host's bank.
- 6.6. Payment can be made in the currencies as listed on the Website. Additional costs deriving from the transfer of currencies other than Euro's might be on the expense of the User(s). (For currency details check <https://campspace.com/currencies>)
- 6.7. Campspace is at all times entitled to set off any amount it owes to a User against the amount Campspace owes to a User for whatever reason.

7. Cancellation policy

- 7.1. A Guest can cancel its booking for a Camping Spot at all times via its Account.
- 7.2. If a Guest cancels a booking at least 30 days before the arrival date, the Guest will receive a full refund, minus the applicable Commission . If the Guest cancels within 30 days before the arrival date, there will be no refund.
- 7.3. Hosts cannot cancel a booking that's made by the Guest and accepted by the Host, unless otherwise agreed upon in writing with Campspace prior to the arrival date of the Guest. Additional cancellation costs for the Host might apply in that case.

8. Force majeure

- 8.1. Campspace is not obligated to fulfil any obligations should it be hindered in doing so by circumstances not arising from gross negligence or intent on the part of the party claiming under these circumstances, and which are not attributable to Campspace by virtue of the law, legal act or according to generally accepted standards, as stated in article 6:75 of the Dutch Civil Code.
- 8.2. In these Terms and Conditions, force majeure on the side of Campspace includes besides the contents of the statutory law and case law, all external causes, whether anticipated or not, that are beyond Campspace's control, yet render Campspace unable to fully or partially or timely fulfill its obligations, such including (but not limited to): strikes in Campspace's company, a pandemic (including covid-19), situation of war or danger thereof, government measures, transport strikes, traffic congestion, traffic circumstances, theft, fire, import/export barriers and/or trade barriers, power failures, disruption of the network service, and delays in the supply of goods or services by third party suppliers.
- 8.3. Campspace is also entitled to invoke force majeure if the circumstances which prevent (further) fulfilment occur after Campspace should have fulfilled its obligations.
- 8.4. Campspace may suspend its obligations arising from the Agreement during the period that the force majeure continues. Should the force majeure exceed a period of two months, Campspace will be entitled to terminate the Agreement, without obligation to pay damages to the other party.

9. Liability

- 9.1. The Website and/or the Services are provided on an "as is" and "as available" basis without warranty of any kind, whether express or implied. Campspace specifically rejects any and all warranties and conditions of merchantability, fitness for a particular purpose and non-infringement and any warranties arising out of the course of dealing or usage of trade. The use of the Website and/or Services are at the User's own risk.
- 9.2. Campspace will never be responsible or liable for any content created by a User and/or that a User or any other third party transmits via the Website and/or the Services. Campspace cannot and

does not control such content. More specifically, a Host is and remains solely responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including the rates and availability) displayed through the Website.

- 9.3. Campspace cannot warrant the legality of the activity offered by the Host on their Camping Spot, nor the quality of and/or the proper use of the Camping Spot by the Guest. Campspace will in no event be liable for the Camping Spot.
- 9.4. Campspace cannot warrant that the Website and/or the Account will be available at all times and without any interruption, breakdown, error or defect. Campspace will in no event be liable if for any reason the Website is out of operation or function less than optimally.
- 9.5. Campspace does not regulate any contact between the Users. Campspace has no control over the quality, security, lawfulness, integrity or correctness of the information provided by other Users. Campspace will never be responsible or liable for any acts of its Users of the Website or any information or content provided by its Users.
- 9.6. Should it be established – at law or otherwise – that Campspace is liable to the User for damages suffered in connection with the Agreement, or arising from a wrongful act, or on any other basis, this liability, including any payment obligation pursuant to article 6:230 Dutch Civil Code and/or article 6:271 Dutch Civil Code, shall be limited to a total as stated in these provisions:
 - a. Campspace shall not be liable for any direct, indirect, consequential damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, the Agreement, Website and/or the Services;
 - b. Campspace shall never be liable for any lost profits, lost income, lost turnover, lost savings, consequential loss, stagnation of commercial activities and reputational damages caused to the User or third parties;
 - c. Campspace shall not be liable for any damages, losses or injury resulting from hacking, tampering or other unauthorized access or use of the Website or an Account or the information contained therein;
 - d. Campspace shall not be liable or responsible for any (errors, mistakes, unlawfulness or inaccuracies of any) (content of) the Website, including but not limited to any interruption or cessation of transmission to or from the Website;
 - e. Campspace shall never be liable for any bugs, viruses, Trojan horses, or the like that may be transmitted to or through the Website by any third party;
 - f. Campspace shall never be liable for personal injury or property damage, of any nature whatsoever, resulting from the access to or use of the Website and/or the Services and/or resulting from a booking of a Camping Spot by any User (including but not limited to the consequences of any virtual or physical meeting between the Users following the use of the Website and/or Services);
 - g. Campspace shall never be liable for any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Website;
 - h. Campspace shall never be liable for the content created by a User or the defamatory, offensive, or illegal conduct of any third party.
- 9.7. Campspace's liability, including any payment obligation under an obligation to undo and any payment obligation under article 6:230 Dutch Civil Code, to User is at all times limited to the amount covered by Campspace's liability insurance in a particular case.

- 9.8. In the event that Campspace's liability insurance does not cover a claim – for whatever reason – Campspace's liability, including any payment obligation under article 6:230 Dutch Civil Code and/or article 6:271 Dutch Civil Code, shall be limited to € 2.500 (in words: twenty-five hundred euros), per year, irrespective of the number of events giving rise to the damages.
- 9.9. The limitations of liability of this article do not apply in case of intent or deliberate recklessness of Campspace and/or its (statutory) director(s).
- 9.10. Damages for which Campspace could be held liable should be reported to Campspace in writing and without delay but always within 30 calendar days after the occurrence of said damages, at the risk of such a claim lapsing. The expiry period does not apply when the User is can demonstrate that the damages could not be reported sooner for good reason.
- 9.11. Without prejudice to the other articles in these Terms and Conditions any liability claim against Campspace lapses within 12 (twelve) months upon the User and/or a third party using the Website and/or Services becoming aware of or should reasonably be assumed to have become aware of the fact from which the damages arise. This article does not apply in case the User is a consumer.

10. Indemnification

- 10.1. The User shall defend, indemnify and hold harmless Campspace from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) the use of and access to the Website and/or the Services, including any data or content transmitted or received by that User; (ii) User's violation of any term of these Terms and Conditions and/or any warranty or guarantee granted therein (iii) User's violation of any third-party right, including without limitation any right of privacy, publicity, or intellectual property rights; (iv) User's violation of any applicable law, rule, or regulation; (v) any claim for damages that arise as a result of any of your content made available via the Website or any content that is submitted via the Account; or (vi) the unauthorized access and use of the Website and/or the Services attributable the User.

11. Intellectual property rights

- 11.1. All intellectual property rights, including but not limited to, any copyright, registered and unregistered trademarks and registered and unregistered design and database rights, trade name rights and patent rights, domain names, which originate from or were used for the purpose of the performance of the Agreement or which were included in the Website and/or Services, are exclusively vested in Campspace. The User may not use the aforementioned intellectual property rights of Campspace, unless otherwise explicitly agreed beforehand in writing.
- 11.2. The User guarantees that it will not infringe on any intellectual property rights of Campspace, as stated in this article, and that User will indemnify Campspace and any third parties/parties for any damages, losses sustained or costs suffered in the event of an infringement of the intellectual property rights of Campspace and/or of third parties, the latter in the event that Campspace (sub)licenses intellectual property rights of third parties. Therefore, these intellectual and industrial property rights may not be copied, made public or be disclosed to third parties by the User without the express prior permission by Campspace.

11.3. The use of the Website and/or Services by the User pursuant an Agreement shall never imply any transfer of intellectual or industrial ownership to the User.

12. Data Protection and cookies

12.1. These Terms and Conditions should be read in conjunction with Campspace's Privacy Policy, which is available at the Website and which sets out the terms on which Campspace process any personal data.

12.2. The Website uses cookies. These Terms and Conditions should be read in conjunction with Campspace's Cookie Policy, which is available at the Website. Any User can change its browser settings so that no cookies will be created when visiting the Website. However, if cookies are rejected by the browser settings, the User may not be able to use all features on the Website.

13. Notice and take down (NTD)

13.1. The User may submit a request by email to hello@campspace.com ('**Take Down Request**') to have certain alleged unlawful content or content that is otherwise in violation of the Dutch legislation (including third party rights) ('**alleged unlawful content**') removed from the Website. A Take Down Request must be submitted with respect to the following NTD procedure.

13.2. Campspace act as an intermediary for the publication of content published by its Users. The Website will disclose/pass on the content and will therefore never be liable for the content submitted and published by the Users.

13.3. Campspace provides this NTD procedure on a voluntary basis and will not be obliged to comply with Take Down Requests submitted by any User ('**Complainant**'). Complainant will not derive any rights from this NTD procedure. Campspace may at its own discretion decide not to process a Take Down Request submitted, to reject a Take Down Request or to deviate from this NTD procedure.

13.4. The NTD procedure is used to ensure that Campspace is able to take down unlawful content or content that is otherwise in violation of the Dutch legislation (including third party rights), reported by its Complainants. Campspace will only remove content if this content is unmistakably unlawful or content that is otherwise unmistakable in violation of the Dutch legislation (including third party rights).

13.5. This NTD procedure is not applicable if other or additional legislation is applicable, following from which Campspace has other or additional obligations.

13.6. Campspace has the right to request further information from the Complainant that submits a request in compliance with this NTD procedure, or from the User that published the content ('**Author**').

13.7. A request from a Complainant to remove certain content from the Website will only be processed by Campspace if: (i) the Complainant is an interested party; (ii) the Take Down Request was submitted for the purpose to take action against unlawful content or content that is otherwise in violation of the Dutch legislation (including third party rights); and (iii) submitted via email to Campspace containing every information necessary for Campspace to examine this alleged

unlawful content, including the information what other actions has been taken by the Complainant towards the Author in order to have the alleged unlawful content removed or amended.

13.8. After receiving a Take Down Request from a Complainant to remove certain alleged unlawful content from the Website, Campspace will:

- (i) send an acknowledgement of receipt;
- (ii) verify if all necessary information from the Complainant is provided, and, if necessary, send a reply to the Complainant what additional information is required for Campspace in order to process the Take Down Request;
- (iii) verify if the alleged unlawful content is undisputable unlawful or otherwise in violation of the Dutch legislation (including third party rights) and if this sufficiently justifies the removal of the content by Campspace. Campspace will conduct this verification to its best efforts and with due care. Campspace will however never be obliged to remove content that is undisputable unlawful or otherwise undisputable in violation of the Dutch legislation (including third party rights), and will have the right to not remove this content or take actions against the Author, for reasons of her own;
- (iv) remove the content or reject the Take Down Request. The alleged unlawful content will only be removed (and the Take Down Request accepted) by Campspace on the condition that the Complainant defends, indemnifies and holds harmless Campspace from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from the removal of the content. Campspace may require additional conditions for the acceptance of the Take Down Request.

13.9. If the User has not yet sought any other remedies against the Author, Campspace may, at its discretion, either contact the Author itself or require that the Complainant contact the Author. If Campspace contacts the Author itself, Campspace will ask the Author to respond on the Take Down Request submitted by the Complainant. If and when a response to such requested is received by Campspace, Campspace will send the contents thereof to the Complainant. Should the Complainant agree with the response, the Take Down Request by the Complainant will be considered as settled. Should the Complainant not agree with the response, Campspace will proceed with the NTD procedure.

13.10. The NTD procedure will take up a maximum of 15 business days.

14. Transfer of rights and obligations

14.1. The User is not entitled to assign, subcontract, sell or transfer the rights and/or obligations arising from the Agreement to a third party.

14.2. Campspace is entitled to fully or partially assign, sell or transfer the rights and/or obligations arising from the Agreement to (a) third party/parties and may sell its claims to payment to a third party without prior written consent from the User being required. The User shall cooperate to the fullest extent possible regarding the assignment, sale or transfer of said rights and/or obligations, without being able to impose any further conditions on this transfer. By upon entering the Agreement, the User gives its express consent to such assignment, sale or transfer of said rights and/or obligations.

15. Miscellaneous

- 15.1. Campspace has the right to unilaterally amend the Terms and Conditions from time to time during the term of the Agreement. These amendments will take effect at the announced time. Campspace will make the amended Terms and Conditions available through the Website. Subject to these Terms and Conditions, a User has the right to terminate the Agreement and/ or its Account.
- 15.2. These Terms and Conditions constitute the entire Agreement between Parties to Parties use of the Website and Services, unless agreed upon otherwise in writing.
- 15.3. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

16. Applicable law and forum

- 16.1. The district court of Haarlem will have exclusive competence to deal in first instance with any and all disputes with regard to the performance and/or the execution of the Terms and Conditions, the Agreement, the transactions contemplated hereby and thereby, whether in contract or tort, and including any disputes relating thereto.
- 16.2. In case an User is a consumer, the court of the country where the User-consumer is domiciled shall also have jurisdiction, or if the User-consumer is a defendant in the proceedings, the court of the country where the User-consumer is domiciled shall have exclusive jurisdiction.
- 16.3. The Terms and Conditions, the Agreement, the transactions contemplated hereby and thereby, including any disputes relating thereto, shall be exclusively governed by, and construed in accordance with, Dutch law. This is the case even when the performance of an obligation is executed fully or partially outside of the Netherlands or when a party to the legal relationship resides outside of the Netherlands.
- 16.4. In the case of a User being a consumer, such consumer-User shall also be given protected by mandatory provisions of the law of the country in which such consumer-User is domiciled. If such consumer-User is entitled to the protection of the law of the country in which he/she is domiciled and there is a conflict between a mandatory provision of the law of the country of such User and Dutch law, the mandatory provision shall prevail.