



Terms & Conditions (B2B)

1. Scope of application

- 1.1 These General Terms and Conditions for Campsites (hereinafter "GTC") apply to all services and agency services (hereinafter "agency services") provided by FWC - FreewayCamper GmbH (hereinafter "FreewayCamper") to commercial operators (hereinafter "campsite operators") of campsites (including mobile homes and bungalows), pitches, tent sites and similar accommodation (hereinafter "campsites") offered through the website www.FreewayCamper.com and related subsites (hereinafter "FCW Camping Portal").
- 1.2 All agency services provided by FreewayCamper to the campsite operator are provided exclusively on the basis of these terms and conditions, regardless of whether they are provided directly through the FCW Camping Portal or, in addition or independently of the FCW Camping Portal, through the Internet, mobile devices of any kind, by e-mail, in writing or by telephone. Regulations deviating from these GTC are only valid if they are confirmed by FreewayCamper in writing or in text form.
- 1.3 FreewayCamper will inform the campsite operator of any changes to these terms and conditions by email at least six weeks before they come into force. If the Campsite operator does not object to the changes within six weeks after receiving the notification by email, the changes will be considered agreed upon.

2. FreewayCamper Service Portfolio

- 2.1 FreewayCamper offers the campsite operator the possibility to get in direct contact with customers (hereinafter "tenants") by using the FCW Camping portal, to communicate in a simple way and to use functionalities for the conclusion, management and monitoring of the rental contracts between the campsite operator and the tenant.

The services provided by FreewayCamper (hereinafter "services") consist in particular of

- Provision of a portal for information transfer with FWC Online Camping Portal function
- Intermediation and administration (via Camping.Care LTE) of direct online bookings



- Free use of the campsite management software "LTE" from the cooperation partner Camping.Care (<https://www.camping.care/de/products>)
- Integration of camping-specific management systems (camping PMS)
- Publication of a newsletter
- Marketing via FreewayCamper in social networks
- Linking of FreewayCamper on the campsite operator's own website
- Creation of information and communication opportunities (including evaluations) among users or contracting parties
- Consulting and support services for the rental companies on the basis of a separate agreement with FreewayCamper.

FreewayCamper itself does not offer campsites (including mobile homes and bungalows), pitches, tent sites and similar accommodation or other travel services and does not accept bookings in its own name and on its own account, but acts as an intermediary between the campsite operator and the tenant. Each rental agreement is concluded exclusively directly between the campsite operator and the tenant. FreewayCamper is neither a provider of travel services nor an agent or organizer in terms of the law (§§ 651a ff. BGB), nor a travel agency.

- 2.2 FreewayCamper's mediation service to the tenant is provided by FreewayCamper under an agency agreement (hereinafter "agency agreement"), which is concluded between FreewayCamper and the tenant when booking directly through the FCW Camping Portal. The object of the agency contract is exclusively the intermediation of the rental contract between the tenant and the campsite operator as well as the related booking and payment processing.
- 2.3 For intermediated contracts between tenant and campsite operator, which come about through services provided by FreewayCamper, the terms and conditions of the campsite operator apply. In this context, it should be noted that each Campsite operator is responsible for his or her own property and/or service descriptions and all information posted in this context and will draw up his or her own terms and conditions and/or contract terms for which FreewayCamper will not be liable.

3. FWC Camping Portal

- 3.1 A prerequisite for the use of the FWC Camping Portal is that FreewayCamper has been approved by the campsite operator for the FWC Camping Portal. There is no entitlement to admission or use of the FWC Camping Portal. In the application for admission, the campsite operator must provide complete and truthful information as required.



- 3.2 Acceptance of the application for admission is made by sending the confirmation of admission from FreewayCamper to the campsite operator by e-mail. The FWC Camping Portal login provided in the confirmation of admission allows the campsite operator to access and use the services offered there. Admission to the FWC Camping Portal constitutes a contract of service for an indefinite period of time between FreewayCamper and the campsite operator in accordance with these terms and conditions.
- 3.3 Any compensation payable to FreewayCamper by the campsite operator on the basis of the concluded service agreement will only be due if and insofar as the campsite operator uses the services of FreewayCamper as described in paragraph 2.1. The current prices and conditions for FreewayCamper's services can be viewed on the FWC Camping portal.
- 3.4 The personal data provided by the campsite operator in the application for admission will be processed by FreewayCamper for the purpose of processing the application and fulfilling the contract (art. 6 par. 1 letter b DSGVO) and within the framework of the legal storage obligations (art. 6 par. 1 letter c DSGVO).
- 3.5 The Campsite operator guarantees that the information provided by him, especially in the context of his application for admission to FreewayCamper and other third users, is true and complete. The campsite operator shall enter and keep up to date in the FWC Camper portal complete and truthful information on availability, seasons, pitches, prices, payment conditions, possible additional costs, pitch rules, terms of contract, general terms and conditions as well as contact, bank and invoice data. With the express permission to publish (opt-in button), this information will be linked to the corresponding property descriptions of the campsite operated by the campsite operator and stored on the FWC Camping Portal as a binding offer.
- 3.6 The campsite operator defines prices as well as payment and cancellation conditions for the services and maintains them in the Channel Manager of the service provider appointed by FreewayCamper. The prices are to be stated as guaranteed final prices for the booked services including the statutory value-added tax which is to be shown separately. The campsite operator undertakes to check the data for correctness and completeness at all times and to enter any changes to the bookings made or completed (e.g. cancellation or shortening/extension of a booking) into the system without delay.
- 3.7 The campsite operator, through FreewayCamper or the service provider appointed by FreewayCamper, will have online access to the completed, current, pending and cancelled bookings made by FreewayCamper or its distributors. A booking or accommodation is considered completed when the renter has left. The tenant pays all services directly to the campsite.



- 3.8 FreewayCamper allows the campsite operator to highlight their campsite in the overview of search results on the FWC Camping Portal to be more visible to potential tenants on the FreewayCamper portal. For this purpose, FreewayCamper offers various marketing packages with different price levels. These can be requested by email to camping@freeway-camper.com. The prominent placement will then always be marked as an "advertisement" so that potential tenants (users of the FreewayCamper platform) can see that it is a marketing placement and that the search results have not been compromised.
- 3.9 FreewayCamper has the right to withdraw the campsite operator's admission to the FWC Camping portal or block access if there is reasonable suspicion that the campsite operator has violated the terms of use set forth in this clause 3. The campsite operator may avert these measures if he dispels the suspicion by submitting suitable evidence at his own expense within a reasonably set period.
- 3.10 All logins are individualized and may only be used by the respective authorized user (hereinafter "User"). The user is obliged to keep login and password secret and to protect them from unauthorized access by third parties. In case of suspected misuse by a third party, the user will inform FreewayCamper immediately. As soon as FreewayCamper becomes aware of the unauthorized use, FreewayCamper will block the access of the unauthorized user. FreewayCamper reserves the right to change a user's login and password, in which case FreewayCamper will inform the user immediately. If the Campsite operator and the User are not identical in person, the Campsite operator will pass on to the User the obligations set forth in this clause 3.7.

4. Connected Campsite Management Solutions or Channel Manager

- 4.1 To make the best possible use of the FWC Camping Portal, it is recommended that the campsite management system of the cooperation partner Camping.Care or its Channel Manager is implemented, as this system has already integrated all relevant interfaces. This software enables the campsite operator to directly view and manage the bookings made by tenants via the FWC Camping Portal. The "LTE" version of this system will be made available free of charge to the campsite operator that has signed a service contract with FreewayCamper. Compared to the PMS version, the "LTE" version has a reduced functional range but the "LTE" version is fully sufficient for smooth operations in the sense of automatic online bookings via the FWC Camping Portal. If the campsite operator uses a different campsite management system, FreewayCamper does not guarantee that all functions of the FCW Camping Portal can be used. Terms and conditions of a third party campsite management system do not apply to the contractual relationship between the campsite operator and FreewayCamper. Registration for the campsite management system of cooperation partner Camping.Care is done via the URL <https://camping.care/join/>. After successful registration, the campsite



operator receives access to the cloud-based software of the cooperation partner Camping.Care (version "LTE"). There the campsite operator selects the FreewayCamper app in the App Store to activate the automatic interface with the FWC Camping Portal

- 4.2 PHOBS: As an alternative to Camping.Care, campsites that use PHOBS as PMS can be connected directly to the FWC Camping Platform.
- 4.3 OTHERS: FreewayCamper will successively connect further Channel Managers and PMS to the platform or develop interfaces to them. Campsites can request newest information regarding other PMS or Channel Manager to be connected under camping@freeway-camper.com

5. Duties of the campsite operator

- 5.1 The campsite operator must ensure that the information provided by him on the FWC Camping Portal is accurate and does not violate the rights of third parties or offend against legal regulations or morality. In particular, the services offered by him must be described in words, pictures and/or videos in a correct, complete and up-to-date manner. All properties and features essential for a booking as well as any impairments or defects must be stated completely and truthfully. The description of the object as well as the pictures and videos used may refer exclusively to the services offered.

Furthermore the campsite operator has

- to inform FreewayCamper immediately of any technical changes that occur in his area, if they are likely to affect the provision of services or the safety of the FWC Camping Portal;
- if necessary, cooperate in the investigation of attacks by third parties on the FWC Camping portal;
- to conduct business on the FWC Camping Portal exclusively within the scope of commercial operations for commercial purposes;
- to refrain from all measures which endanger or disturb the functioning of the FWC Camping Portal and not to access data to which he is not authorized.
- obtain and implement FreewayCamper data security policies

The campsite operator commits himself to compensate FreewayCamper for all damages resulting from failure to comply with these obligations for which he is responsible. The campsite operator will hold FreewayCamper harmless from any claims of third parties against FreewayCamper for violation of their rights or for violations of the law due to the offers and/or contents posted by the campsite operator, if and to the extent the campsite operator is responsible for



them. In this respect, the campsite operator also agrees to pay all court and attorney fees incurred by FreewayCamper.

6. Online Booking

- 6.1 Online booking via the FWC Camper Portal enables the tenant to make a direct and binding booking of the offers posted by the campsite operators on the FWC Camping Portal. To do so, the campsite operator must apply to FreewayCamper for access to the FWC Camping portal (see point 3 above). Moreover, depending on the Channel Manager used, it may be necessary for the campsite operator to apply for access to a payment service provider approved by FreewayCamper (e.g. STRIPE) in order to receive payments or to be able to carry out the automatic collection of commission payments (hereinafter "Payment Service Provider Access"). In the FWC Camper Portal, the campsite operator may, after admission has been granted, post online binding offers based on current availability, which, in the event of a booking by the camper, will lead to the conclusion of a rental agreement between these parties.
- 6.2 The campsite operator has the option of setting a deposit (between 20% and 100%) via his access to the FWC Camping Portal (Channel Manager, e.g. Camping.Care, PHOBS). In all cases, the deposit is paid online via the FWC Camping platform or the payment service provider (PSP) commissioned for this purpose, e.g. Stripe, Inc., 510 Townsend Street, San Francisco, CA 94103, USA (hereinafter "Stripe"). The following payment options are available to the tenant (depending on the country of the campsite and the country where the tenant is based): Visa or Mastercard, American Express, PayPal or immediate bank transfer. The deposit is to be credited in full by the campsite operator against the total rental price.
- 6.3 FreewayCamper is not liable for the accuracy and completeness of information provided by a tenant during an online booking.
- 6.4 After completing the online booking, the campsite operator and the tenant will receive a booking confirmation from FreewayCamper, which documents the content of the rental agreement concluded via the online booking. The campsite operator has to check this confirmation immediately and is obliged to fulfill his contractual obligations to the tenant.
- 6.5 Every campsite operator can define its cancellation policies. Cancellations of confirmed bookings by the campsite operator are only possible with the consent of the tenant, unless different cancellation conditions have been effectively agreed between the campsite operator and the tenant and have been documented accordingly. Any advance payment already received shall be refunded to the tenant by the campsite operator. If a valid cancellation is made



within 48 hours of receipt of the booking confirmation and FreewayCamper is informed directly by the campsite operator, the entire deposit will automatically be refunded to the campsite operator, without any commission being deducted for FreewayCamper (and charged to the campsite operator). After the expiration of this period, in case of cancellation, the campsite operator must return the deposit paid by the tenant in full to the tenant (at the campsite operator's own expense and risk), without deducting any commission retained by FreewayCamper.

- 6.6 Unless otherwise agreed, any payment made by the tenant through FreewayCamper will be automatically forwarded to the campsite operator immediately after payment without deduction of the agreed commission. FreewayCamper can collect the commission from the campsite operator on a monthly basis by direct debit through the payment service provider Stripe or request a manual bank transfer by the campsite operator. The campsite operator will always receive an invoice. It is the responsibility of the renter to continuously archive the information received from FreewayCamper on a storage medium independent from FreewayCamper, if this is necessary for evidentiary, accounting or other purposes.

7. Remuneration (commission) and Billing

These terms and conditions may be supplemented by corresponding commission agreements, which among other things also regulate the respective prices and payment modalities. The standard commission rate for services mediated by FreewayCamper or its distribution partners is 10% on the booking turnover to be paid by the guest (tourism taxes are not taken into account). FreewayCamper and the campsite operator may, at any time or for specific sales promotions, by mutual agreement, define a different commission rate for individual periods or accommodation services. This must always be documented in writing. FreewayCamper reserves the right to make changes for future bookings.

At the beginning of each month, FreewayCamper will provide the campsite operator with a list of all brokered bookings made and completed during the previous month, as well as the resulting commission payments. The campsite will review this list within five business days and will make any necessary corrections in writing and correct the corresponding booking in the Channel Manager. After this period, the information contained in the system regarding completed bookings and the commission amount shall be deemed to have been approved by the Campsite and shall form the basis for invoicing the commission payments. The commission can be paid by automatic direct debit via the payment service provider STIPE or by bank transfer conducted by the campsite operator. For the purpose of automated payment via STRIPE, the campsite operator shall provide the IBAN and BIC information once when



registering on the FWC Camping Portal and agrees that these may be used for direct debit by FreewayCamper or the appointed payment service provider STRIPE. The campsite operator may revoke this consent in writing at any time.

8. Liability

- 8.1 Claims of the campsite operator for damages are excluded. Excluded from this are claims for damages by the campsite operator resulting from injury to life, body, health or from the violation of essential contractual obligations (cardinal obligations) as well as liability for other damages resulting from an intentional or grossly negligent breach of duty by FreewayCamper, its legal representatives or vicarious agents. Material contractual obligations are those whose fulfillment is necessary for the execution of the service contract.
- 8.2 In case of violation of essential contractual obligations, FreewayCamper is only liable for the contract-typical, foreseeable damage, if this was caused by simple negligence, unless it is a matter of claims for damages of the customer from an injury to life, body or health.
- 8.3 The restrictions of paragraphs 1 and 2 also apply in favor of FreewayCamper's legal representatives and vicarious agents when claims are made directly against them.
- 8.4 The limitations of liability resulting from paragraphs 1 and 2 do not apply if the FreewayCamper fraudulently concealed the defect. The regulations of the product liability law remain unaffected.

9. Intellectual property/rights of use

- 9.1 By posting information, pictures, videos and offers (hereinafter collectively referred to as "Content") on the FWC Camping portal, the campsite operator hereby grants FreewayCamper a worldwide, non-exclusive, revocable, unlimited, transferable and royalty-free right (hereinafter referred to as "License") with the right to sublicense, to use, edit, distribute, transmit, make publicly available and present the Content to the extent necessary to perform the contractual services according to clause 2.
- 9.2 Furthermore, the campsite operator grants FreewayCamper the right to market, advertise, display, include and use the contents posted on the FWC Camping portal, both on the FWC Camping portal itself and for marketing purposes beyond that (online, in social networks, newsletters, etc.) and for e-mail advertising purposes. FreewayCamper carries out the online and marketing campaigns at its own expense and at its own discretion. This right can be



revoked or limited for the future at any time by written notice to FreewayCamper.

10. Data security and privacy policy

FreewayCamper attaches great importance to the protection of personal data of both the campsite operator and his employees, as well as the tenant, and always observes the applicable data protection regulations of the DSGVO and the Telemedia Act. FreewayCamper also expects the campsite operator to give the highest priority to the protection of personal data and the observance of data protection regulations. Further information is set forth in FreewayCamper's Privacy Policy, which the campsite operator is also obliged to observe and implement (<https://www.freeway-camper.com/de/privacy-policy>).

11. Assignment of rights

Any partial or total transfer of the campsite operator's rights under the contract with FreewayCamper to third parties is prohibited.

12. Duration of contract

The contract on which these General Terms and Conditions are based is concluded for an indefinite period. It begins with the admission by FreewayCamper to the FWC Camping Portal. The contract can be terminated by either party with three months' notice to the end of the month.

Each party has the right to terminate the contract for good cause without notice. An important reason is for FreewayCamper in particular:

- the repeated violation of the provisions of these GTC by a campsite operator, which is not remedied even after a deadline has been set;
- the tortious act of a user authorized by the campsite operator or the attempt of such an act, e.g. fraud
- the repeated default by the campsite operator of a payment due to FreewayCamper or the partner of an agreement mediated by FreewayCamper by more than six weeks;
- continuous interruptions of service due to force majeure beyond FreewayCamper's control, such as natural disasters, fire, pandemic, breakdown of the network through no fault of FreewayCamper.

Each termination must be made in text form. Notices of termination by fax or e-mail shall be in text form.



13. Cancellation Policy

13.1 Consumers generally have a legal right of withdrawal when concluding a distance selling transaction, about which FreewayCamper will inform the tenant accordingly in accordance with the legal model.

14. Final Provisions

14.1 The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods. Place of jurisdiction for all legal disputes is, as far as legally permissible, the Regional Court Munich I.

14.2 Should individual provisions of these General Terms and Conditions of Business be or become invalid and/or contradict the statutory provisions, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by the parties to the contract by mutual agreement by a provision which comes closest to the economic purpose of the invalid provision in a legally effective manner. The above provision shall apply accordingly in the event of loopholes. In place of unenforceable provisions, the statutory provision shall come into force.

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Imprint & Legal Venue

The FWC Camping Plattform is a service of FWC - FreewayCamper GmbH, Stettnerstr. 23, 81549 München, Deutschland. Board of Directors: Nikolai Voitiouk-Blum, District Court Munich/ Germany, HRB 253050, USt-ID/VAT-ID: DE327921929