



ON THE ROAD

High5 Camping Platform Terms & Conditions

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Companies House Number: 13570442

DEFINITIONS:

Terms & Conditions: The rules and guidelines outlined by High5 Camping for proper use of the services provided through High5 Camping.

Platform: The platform which is reachable at www.high5camping.co.uk (or any other domain used by HIGH5 CAMPING) and underlying pages, or the mobile application of HIGH5 CAMPING, which allows you to use the service.

Host: The Host is the named owner of the vehicle and is responsible for all associated 'Host' activities and liabilities as outlined below.

Renter: The Renter is the individual whose details were used to confirm the booking of the Host's vehicle and is responsible for all activities and liabilities as outlined below.

Driver: The Renter or any person permitted to drive the vehicle during the rental under the full responsibility of the Renter.

Vehicle: The term vehicle relates to any vehicle, campervan or motorhome that is advertised by the Host, throughout High5 Camping's website for hire.

Rental Agreement: The agreement which has been generated by the platform for a given booking between the Host and Renter, for the purpose of renting a vehicle.

Account: Host/Renter profile created and managed by the individual when registering with HIGH5 CAMPING.

Booking Request: The offer sent by the Renter to the Host to book the vehicle via the platform.

Confirmed Booking: A binding agreement between Host & Renter for payment in exchange for the hire and use of the motorhome/campervan. A booking becomes confirmed when the Renter completes the first payment of a rental fee via the platform after a request has been accepted by the Host.

Vehicle Rental Contract: The document to be filled in by both the Host and Renter prior to the vehicle being handed over for use. This document will be completed upon the renter returning the vehicle back to the Host.

Rental Period: The period, between acquiring the keys by the Renter and the return of the keys to the Host at the end of the agreed rental duration as stated in the vehicle handover form.

Rental Fee: The price agreed upon by the Renter and the Host, for renting the motorhome including all additional costs, including insurance, booking and service fees.

Security Deposit: The amount aside from the rental fee, charged prior to the rental period, subject to deductions outlined in the rental agreement, or as a result of damage, fines or other charges incurred due to the fault of the Renter. The security deposit will be held by HIGH5 CAMPING unless otherwise specified

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1. AGREEMENT TO TERMS

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity and High5 Camping LTD, concerning your access to and use of the <http://www.high5camping.co.uk> website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto. The services of High5 Camping are aimed at establishing rental agreements between the Host and the Renter, to which the Rental Terms and Conditions apply and should be read in conjunction with these Terms and Conditions.

IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions from time to time. We will alert you about any changes by updating the "Last updated" date of these Terms and Conditions, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Site after the date such revised Terms and Conditions are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

By registering an account with HIGH5 CAMPING the Renter/Host is agreeing to the contractual requirements as laid out below. You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms and Conditions.

2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United Kingdom, international copyright laws, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

3. USER REPRESENTATIONS

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms and Conditions; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

4. REGISTRATION

You will be required to register with the Platform. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable

Host Registration

Host registration is complete once all the required information is supplied, and the following conditions are met in full:

- 18 years of age or over
- In possession of valid passport or EU ID certificate
- In possession of a valid and in-date UK driver's license
- Has not been excluded from driving within the last 8 years
- High5 Camping has the right to use registration documents to check personal identity, creditworthiness, criminal and insurance history.

Renter Registration

Renter registration is complete once all the required information is supplied, and the following conditions are met in full:

- 21 years of age or over
- In possession of a full UK valid and in-date driver's license
- Has not been excluded or refused from driving and no additional requirements have been demanded because of this – for instance: higher insurance fees, higher deductible, and/or limitation of coverage, within the last 8 years
- High5 Camping has the right to use registration documents to check personal identity, creditworthiness, criminal and insurance history.
- Only one account per user
- Has not been involved in more than 2 damage claims by fault, in the 2 years prior to registering on High5 Camping

- Does not use any medication or suffer from any disabilities or conditions that may impair their ability to drive or the legality of doing so. Use of any such medication must be declared when submitting a request to hire to ensure this does not void the Host's insurance policy.
- Failure to meet the above requirements (or consequently fail to be met at any point prior to, or during the rental) High5 Camping reserves the right to exclude said Renter from the service and terminate any bookings without a refund.

5. PRODUCTS & ADVERTISING

We make every effort to ensure Hosts display as accurately as possible the colours, features, specifications, and details of the vehicles available on the Site. However, we do not guarantee that the colours, features, specifications, and details of the products will be accurate, complete, reliable, current, or free of other errors.

Hosts are solely responsible for ensuring their vehicles are portrayed and displayed accurately and High5 Camping hold no liability for incorrect advertisement of Host services. All products are subject to availability, and we cannot guarantee that items will be available. We reserve the right to discontinue any vehicles at any time for any reason. Prices for all products are subject to change.

High5 Camping is not responsible for the behaviour, texts and / or images and / or photos included in the vehicle advertisement, or that come from the Host. If the description of the vehicle on the Host's profile does not correspond to the vehicle that the Host rents out, High5 Camping is not liable for this, and the Renter must address the Host directly. If the Renter wants to be sure that information about vehicle is correct and complete, the Renter must contact the relevant Host via the Website.

The vehicles offered for rent by Hosts and High5 Camping does not own any vehicles offered for rent on the Website. High5 Camping is not a contracting party to the Rental Agreement between the Renter and the Host. In the realisation of this Rental Agreement, High5 Camping acts in its capacity as a commercial agent, respectively High5 Camping acts exclusively for and on behalf of the Host. If the Host or Renter does not fully or timely fulfil its obligations arising from the Rental Agreement, this is a matter between the Renter in question and the Host in question and High5 Camping cannot be held liable for this.

At the request of the Renter or the Host, High5 Camping can mediate in a conflict between the Renter and the Host. This does not mean that High5 Camping can be held liable in any way for the acts and / or omissions of the Renter or the Host. Contrary to the conclusion of the Rental Agreement, High5 Camping assumes a neutral position in this conflict mediation, which is aimed at representing the interests of both the Host and the Renter.

The Host must ensure that from the moment the advertised vehicle is listed on the Platform, the advertised vehicle complies with local applicable laws and regulations for driving on public roads. The Host is solely responsible for setting the nightly rate. Once a Renter requests a booking of a Host's vehicle and has been provided with the Rental Price the Host may not request that the Renter pays a higher nightly rate or additional fees to those mentioned in the booking request unless the Renter's requirements change.

As soon as the Host's vehicle no longer meets the requirements in the above paragraphs, the Host must immediately remove the vehicle from the Platform. If a removal of a vehicle results in the cancellation of one (or more) future Rental Periods, the Host is liable for any cancellation costs.

6. PURCHASES AND PAYMENT

We accept the following forms of payment:

- Visa
- Mastercard

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, bank account information so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in GBP.

You agree to pay all charges at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

The Host is not allowed to enter into a transaction with a Renter that has used the website to gain contact, without having run the purchase completely through High5 Camping website including all transactions. If a rental period between a Host and Owner is established outside High5 Camping, High5 Camping is entitled to charge a fine of 30% of the Rental Price to the Host, to compensate for High5Camping's lost income on this and future bookings by this Renter. If a rental period has been cancelled (before or after the (down payment) and it can be concluded from the contact between the Renter and the Host that there was an intention of the Host to rent out outside High5 Camping, High5 Camping is entitled to charge this fine, without having to prove whether the rental period has taken place. Examples of intent are referring Renters to (a search term leading to) an external website, booking platform, or social media page, hinting at a cheaper price if booked outside of High5 Camping or communicating a phone number prior to (down)payment. Such acts as mentioned above, will be liable for termination of the Host's profile and all upcoming bookings.

We reserve the right to refuse any order placed through the Site. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

7. PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.

- Use any information obtained from the Site in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Site in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Site.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Site.
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavour or commercial enterprise.
- Sell or otherwise transfer your profile.

8. USER GENERATED CONTRIBUTIONS

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and the Marketplace Offerings and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Site or the Marketplace Offerings in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site and the Marketplace Offerings.

9. CONTRIBUTION LICENSE

By posting your Contributions to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant those moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights, or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site, and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

10. GUIDELINES FOR REVIEWS

We may provide you areas on the Site to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have first-hand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to review.

11. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site or the Marketplace Offerings ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

12. THIRD-PARTY WEBSITES AND CONTENT

The Site may contain (or you may be sent via the Site or the Marketplace Offerings) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-

Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

13. ADVERTISERS

We allow advertisers to display their advertisements and other information in certain areas of the Site, such as sidebar advertisements or banner advertisements. If you are an advertiser, you shall take full responsibility for any advertisements you place on the Site and any services provided on the Site or products sold through those advertisements. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Site, including, but not limited to, intellectual property rights, publicity rights, and contractual rights. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

14. SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site and the Marketplace Offerings.

15. PRIVACY POLICY

We care about data privacy and security. By using the Site or the Marketplace Offerings, you agree to be bound by our Privacy Policy posted on the Site. Please be advised the Site and the Marketplace Offerings are hosted in the United Kingdom. If you access the Site or the Marketplace Offerings from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United Kingdom, then through your continued use of the Site, you are transferring your data to the United Kingdom, and you expressly consent to have your data transferred to and processed in the United Kingdom.

16. COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.

17. TERM AND TERMINATION

These Terms and Conditions shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE AND THE MARKETPLACE OFFERINGS (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE AND THE MARKETPLACE OFFERINGS OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

18. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Marketplace Offerings without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site or the Marketplace Offerings.

We cannot guarantee the Site and the Marketplace Offerings will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site or the Marketplace Offerings at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site or the Marketplace Offerings during any downtime or discontinuance of the Site or the Marketplace Offerings. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or the Marketplace Offerings or to supply any corrections, updates, or releases in connection therewith.

19. GOVERNING LAW

These conditions are governed by and interpreted following the laws of the United Kingdom, and the use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you

additionally possess the protection provided to you by obligatory provisions of the law in your country to residence. High5 Camping LTD and yourself both agree to submit to the non-exclusive jurisdiction of the courts of England, which means that you may make a claim to defend your consumer protection rights in regard to these Conditions of Use in the United Kingdom, or in the EU country in which you reside.

20. DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms and Conditions (each "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party. The process of negotiation should be followed as laid out in High5 Camping's Rental Terms and Conditions.

Binding Arbitration

Any dispute arising from the relationships between the Parties to this contract shall be determined by one arbitrator who will be chosen in accordance with the Arbitration and Internal Rules of the European Court of Arbitration being part of the European Centre of Arbitration having its seat in Strasbourg, and which are in force at the time the application for arbitration is filed, and of which adoption of this clause constitutes acceptance. The seat of arbitration shall be, United Kingdom. The language of the proceedings shall be English. Applicable rules of substantive law shall be the law of the United Kingdom.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

21. CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Marketplace Offerings, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors,

inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

22. DISCLAIMER

The site is provided on an as-is and as-available basis. You agree that your use of the site services will be at your sole risk. to the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the site and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. we make no warranties or representations about the accuracy or completeness of the site's content or the content of any websites linked to this site and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the site, (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the site, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the site. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the site, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

23. limitations of liability

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the site, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to us.

High5 Camping accepts no liability and cannot be held responsible for:

- a. Information or data placed on the Website by a Renter or Host
- b. Damage, loss or destruction of the rented vehicle or contents
- c. The cancelling of a Rental Agreement or removing a profile or other items from the Website
- d. The status of the rented object
- e. Theft of the rented property
- f. The consequences of cancellation or non-compliance with the Rental Agreement
- g. Fines incurred by the Renter with the rented vehicle during the rental period

High5 Camping can never be held liable for damage suffered by the user, as the Rental Agreement is with another user via the Website. High5 Camping is not liable for damage that has arisen as a result of and / or related to the visit to or registration on the Website by the user (and / or from not being able to access it) and / or relying on information provided on the Website. The use of the Website is entirely at the user's risk.

High5 Camping is not liable for damage of any kind resulting from incorrect and / or incomplete information provided by the user. If High5 Camping is liable for any damage, the liability of High5 Camping is limited to the amount that the user paid for the use of the Platform.

Any rights of action and other powers of the user for whatever reason towards High5 Camping lapse in any case after the expiration of 1 year from the moment when a fact arises that the user can use these rights and / or powers towards High5 Camping.

Liability of and indemnification by Renter and Host

Both Host and Renter must provide High5 Camping with the correct information when registering on the Website (such as name, address, and age). This information should always be kept up to date by the user. By registering, the user indemnifies High5 Camping against all losses, damages, liabilities, and costs resulting from:

- a. Default or non-compliance with a provision of these conditions (including provisions of a Rental Agreement and default of payment of an amount); and / or a claim by a third party that the information posted on the Platform violates that third party's intellectual property rights.

Host's rent their vehicle via High5 Camping website and are responsible for the possible VAT owed on the rental fees paid to them. High5 Camping is only responsible for paying the VAT (if registered) that is charged on the fees paid to High5 Camping for the use of the Website.

24. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Site; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

25. USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

26. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS,

ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

27. MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

28. CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

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England
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