

# TERMS AND CONDITIONS FOR PARTNERS

(effective from 26 May 2026)

## 1. INTRODUCTORY PROVISIONS

- 1.1. These Terms and Conditions (hereinafter the “**Terms and Conditions**”) govern the legal relationship between us, as Campiri, and you, as a Partner, arising in connection with the brokerage of Vehicle rentals. The content of the Terms and Conditions constitutes the Contract concluded between us.

## 2. DEFINITIONS

- 2.1. In the Terms, you will find capitalised terms which have the meanings set out in the following definitions:
  - 2.1.1. **Administrative Fee** means the fee that the Prospective Renter is obliged to pay to Campiri for arranging the conclusion of the Rental Agreement; its amount and conditions are set out in the Terms and Conditions for Prospective Renters.
  - 2.1.2. **Alternative Vehicle** means a Vehicle provided as a replacement for the originally agreed Vehicle, which meets all of the following conditions: (a) it is located in the same or a comparably accessible location; (b) it has at least the same number of seats and sleeping berths as the originally agreed Vehicle; (c) it is equipped with the same type of gearbox (manual or automatic); (d) its year of manufacture does not differ by more than five (5) years from the year of manufacture of the originally agreed Vehicle; (e) it corresponds to the same or a higher category and overall standard than the originally agreed Vehicle; and (f) if the originally agreed Vehicle was equipped with any of the following features, the Alternative Vehicle must also be equipped with them: air conditioning in the living area, a bike rack, solar panels, a toilet and shower, winter equipment suitable for use in winter conditions, and the ability to transport animals under the same conditions. If any of the above parameters is not objectively available or cannot be met by the replacement Vehicle, the relevant condition shall be deemed to have been met if the Alternative Vehicle exhibits comparable or better characteristics in terms of functionality and user comfort.
  - 2.1.3. **Application** refers to the ‘Campiri’ web application, which is available on the Website following Registration, and through which registered Prospective Renters make Bookings and Partners conclude Rental Agreements with the Prospective Renters in accordance with clause 2.1.20.
  - 2.1.4. **Campiri** refers to the commercial company **Campiri s.r.o.**, company registration ID No.: 09283447, with its registered office at Zubatého 295/5, Smíchov, 150 00 Prague 5, registered in the Commercial Register under file no. C 345166 maintained by the Municipal Court in Prague, which is the operator of the Website and the Application.
  - 2.1.5. **Campiri+ Club** refers to a membership club through which Campiri provides the Partner with services and content reserved exclusively for club members.

Membership of the Campiri+ Club is one of the models of partnership between Campiri and the Partner.

- 2.1.6. **Campiri Price List** refers to the price list for services provided by Campiri, which Campiri updates regularly. The Campiri Price List forms part of the Contract.
- 2.1.7. **Campiri Calendar** means the Vehicle availability calendar accessible to the Partner in the Application, which displays available dates for Vehicle Bookings to Prospective Renters on the Website, in particular, for the purposes of Instant Booking.
- 2.1.8. **Price List** refers to the Partner's records containing information on the Price List Rent, including the basic amount of the Price List Rent for individual periods (excluding Price List surcharges), Price List Surcharges, the Deposit and penalties for breaches of the Prospective Renters's obligations (contractual penalties and fees, in particular for late return of the Vehicle, an unfilled fuel tank, a dirty or damaged Vehicle etc.).
- 2.1.9. **Price List Rent** means the Rental price stated in the Price List at which the Partner wishes to offer the Vehicle for Rental. The Rent also includes Price List Surcharges for the Partner's equipment and services; The Rent does not include contractual penalties.
- 2.1.10. **Price List Surcharges** refer to surcharges for the Partner's additional equipment and services, as set out in the Price List, which the Partner may provide to the Prospective Renter as part of the Rental; These include, in particular, surcharges for preparing the Vehicle, delivering the Vehicle to a location other than the standard location at the Prospective Renter's request, additional interior accessories for the Vehicle, premium advisory services or cleaning of the Vehicle.
- 2.1.11. **Vehicle Detail** refers to the description of the Vehicle available on the Website and basic information about the conditions of the Rental Agreement; the Vehicle Details also include information about the Rent or the deposit; however, the Vehicle Detail does not constitute an offer to enter into a Rental Agreement.
- 2.1.12. **Compensation for a lower Rent** means the amount corresponding to the difference between the Rent and the Price List Rent, which Campiri shall pay to the Partner in the event that the Rental Agreement is concluded with a Rent lower than the Price List Rent, not at the Partner's request (i.e. not as part of Special Offers).
- 2.1.13. **Commercial Car Rental Company** means a Partner who is an entrepreneur within the meaning of Section 420 of the Civil Code, i.e. a person who independently carries out a gainful activity on their own account and under their own responsibility in a trade or similar manner with the intention of doing so systematically for the purpose of making a profit, and within the scope of which they provide vehicles for hire; A person who concludes contracts in connection with their own commercial, manufacturing or similar activities or in the independent exercise of their profession, or a person acting on behalf of or for the account of an entrepreneur, is also considered a Commercial Car Rental Company. A Partner who is not a Commercial Car Rental Company (in particular, a natural legal person renting their own Vehicle on an occasional basis) is also referred to in these Terms and Conditions as a P2P Partner.

- 2.1.14. **Free Cancellation Period** means the period of 48 hours from the time of conclusion of the Rental Agreement, during which the Prospective Renter is entitled to cancel the Rental Agreement without paying any Cancellation Fee; details are set out in Article 7.1.12.
- 2.1.15. **Licence** means a non-exclusive licence to use the Application, which Campiri grants to the Partner under the terms set out in these Terms and Conditions.
- 2.1.16. **Marketing Campaigns** refer to promotions organised by Campiri which consist of offering discounted Vehicle Rental to Prospective Renters (e.g. "3 + 1 day free", "First Minute", etc.); the conditions for the Partner's participation in Marketing Campaigns are set forth in Article 7.4.
- 2.1.17. **Partnership Model** determines the scope of services Campiri provides to the Partner and the Remuneration or membership fee which the Partner pays to Campiri for this service package. As defined in the Terms and Conditions, the Partnership Model refers to the Standard Partnership, Campiri+ Club membership, and another cooperation models introduced by Campiri, which may be governed by other documents.
- 2.1.18. **Rental** means the legal relationship, established by the Rental Agreement, between the Partner and the Prospective Renter, under which the Partner is obliged to let the Vehicle to the Prospective Renter for temporary use, and the Prospective Renter is obliged to pay the Rent to the Partner for the use of the Vehicle.
- 2.1.19. **Rent** means the price stated on the Website in the Vehicle Detail, which the Prospective Renter undertakes to pay for the Rental of the Vehicle under the Rental Agreement. The Rent refers to the total amount, which also includes any voluntary Surcharges paid by the Prospective Renter for the Partner's additional equipment and services beyond the scope of basic equipment and services, which the Prospective Renter may select from the Vehicle Details or which may be offered to them during communication with Campiri prior to the conclusion of the Rental Agreement; The Rent does not include contractual penalties or a Deposit.
- 2.1.20. **Rental Agreement** means the agreement between the Partner and the Prospective Renter establishing the Rental. The Rental Agreement is concluded remotely via the Application at the moment when the Partner receives (is shown) confirmation of the Booking made by the Partner in the Application; in the case of an Instant Booking, the Rental Agreement is concluded at the moment the Booking is registered in the Application and information regarding the conclusion of the Rental Agreement is made available simultaneously to both the Prospective Renter and the Partner. The content of the Rental Agreement is determined by the details of the Booking, the templates of the Rental Agreement used in accordance with Article 7.1.9 (the template of the Rental Agreement, including the Terms and Conditions for the Rental of Motorhomes and Caravans, forms Annex 1 to these Terms and Conditions) and these Terms and Conditions.
- 2.1.21. **Civil Code** means Act No. 89/2012 Coll., the Civil Code, as amended.
- 2.1.22. **Remuneration** means the remuneration paid to Campiri for arranging the conclusion of the Rental Agreement, including other related activities carried out by Campiri for the Partner under the Contract.

- 2.1.23. **Referral Reward** means the reward paid to the Partner for each valid use of a Promo Code by a Prospective Renter that results in the conclusion of a Rental Agreement and the execution of a Rental; the amount of the Referral Reward is specified in connection with the relevant Promo Code.
- 2.1.24. **Instant Booking** means a Booking for a Vehicle which the Partner has marked in the Application as available for immediate hire and has given prior consent to the automatic confirmation of the Booking. Upon the submission of an Instant Booking by the Prospective Renter, the Application automatically confirms the Booking on behalf of the Partner and simultaneously delivers confirmation of the conclusion of the Rental Agreement to both the Partner and the Prospective Renter. Unless the nature of the provision and the meaning of the terms “Booking” and “Instant Booking” preclude it, where these Terms refer to a Booking, this shall also mean an Instant Booking.
- 2.1.25. **P2P (Partner)** has the meaning set out in the definition of Commercial Car Rental Company (Clause 2.1.13).
- 2.1.26. **Terms and Conditions** refer to these Campiri Terms and Conditions for Partners.
- 2.1.27. **Terms and Conditions for Prospective Renters** means the terms and conditions intended for Prospective Renters governing the legal relationship between the Prospective Renters and Campiri in arranging the conclusion of Rental Agreements with the Partners; the Terms and Conditions for Prospective Renters are available here: [Terms and Conditions | Campiri.com](#).
- 2.1.28. **Insurance Contract** means the contract between the Insurance Company and the Partner, which is not a Commercial Car Rental Company, the conclusion of which is brokered by Campiri as a tied agent of an independent broker for the purpose of insuring the Vehicles, the Partner's Vehicles in the event of damage to the Vehicle during the term of the Vehicle Rental, including all insurance terms and conditions and other related documents.
- 2.1.29. **Insurance Fee** means the amount which the policyholder is obliged to pay to the Insurance Company under the Insurance Contract; the amount of the Insurance Fee is governed by the current rates set by the Insurance Company and is specified in the Insurance Contract. The policyholder is the Prospective Renter, who pays the agreed Insurance Fee directly into Campiri's designated account. However, the Partner bears part of the Insurance Fee financially by providing the Prospective Renter with a discount on the Rent (the so-called Insurance Discount) in the amount communicated to the Partner via the Booking. To the extent of this discount, the Partner is not entitled to Compensation for lower Rent.
- 2.1.30. **Insurance Indemnity** means the amount paid by the Insurance Company in the event of an insured event. If the Partner is the insured party or the injured party, the Insurance Indemnity is payable to them (in particular in the case of liability insurance for damage to the Vehicle other than in a road traffic accident, comprehensive insurance and supplementary insurance for the Vehicle).
- 2.1.31. **Insurance Terms and Conditions** refer to the insurance terms and conditions which form an annex to the Insurance Contract and are an integral part thereof; the Insurance Terms and Conditions are available on the Insurance Company's website.

- 2.1.32. **Insurance Company** means the insurer with whom the Prospective Renter, as the policyholder, concludes the Insurance Contract; the Insurance Company's details are set out in the draft Insurance Contract, to which the Partner will have access in accordance with clause 7.2.3(a).
- 2.1.33. **Partner** means a partner who, based on the Contract with Campiri, including these Terms and Conditions, provides Campiri Vehicle Detail containing the information about the Vehicle offer for the purpose of concluding Rental Agreements, concludes Rental Agreements with the Prospective Renter, and pays Campiri a Remuneration for the arrangement.
- 2.1.34. **Promo Code** means a unique code assigned to the Partner under the Referral Programme, which the Partner may pass on to a potential Prospective Customer; by redeeming the Promo Code, the Prospective Customer receives a discount on the Rental Fee when making a Booking.
- 2.1.35. **Force Majeure Obstacle** refers to an event that cumulatively meets the following criteria:
- a) it objectively prevents one of the contracting parties from fulfilling any of its obligations under the relevant contract (the objective impossibility is causally linked to this event);
  - b) the relevant contracting party could not have discovered or foreseen this event, even with the exercise of due care, prior to the conclusion of the relevant contract;
  - c) this event is beyond the control of the contracting parties and neither contracting party could have prevented it.
- Cases of force majeure include, in particular, natural disasters (in particular, fires, explosions, earthquakes, tidal waves, floods, epidemics); war or armed conflicts.
- 2.1.36. **Login Data** refer to the unique combination of the Partner's username and the password chosen by the Partner, which Campiri generates for the Partner via the Application, and/or which the Partner saves in the Application's database when creating or managing a User Account.
- 2.1.37. **Referral Programme** means the customer referral programme operated by Campiri, the terms of which are set out in Article 7.5.
- 2.1.38. **Booking** means a booking of a Vehicle made by the Prospective Renter by sending a booking request to the Partner via the Application; upon confirmation of the Booking by the Partner via the Application, a Rental Agreement is concluded between the Prospective Renter and the Partner, unless it is an Instant Booking. Upon making a Booking, the Prospective Renter undertakes to pay a Deposit.
- 2.1.39. **Deposit** means an amount corresponding to the Rent or part thereof, excluding any insurance discount, which the User pays to Campiri immediately after making the Booking, and which will be credited against the Rent if a Rental Agreement is concluded.
- 2.1.40. **Insurance Discount** has the meaning set out in Article 2.1.29.

- 2.1.41. **Contract** means the brokerage contract concluded between Campiri and the Partner, under which Campiri acts as a broker for the Partner in the conclusion of Rental Agreements, and the agreement for the provision of other services. The rights and obligations of the Parties are governed by the Terms and Conditions, the Campiri Price List and, where applicable, other documents agreed upon by both parties.
- 2.1.42. **Insurance Brokerage Agreement** means an agreement between Campiri and an independent insurance broker, under which Campiri arranges the conclusion of an Insurance Contract between the Insurance Company represented by the independent broker and the Prospective Renter.
- 2.1.43. **Standard Partnership** is one of the Partnership Models currently offered; Standard Partnership means cooperation between Campiri and the Partner, under which the Partner pays Campiri a Remuneration.
- 2.1.44. **Consumer** is defined as a consumer within the meaning of Section 419 of the Civil Code.
- 2.1.45. **Cancellation Fee** means a contractual penalty which the Prospective Renter or Partner is obliged to pay to Campiri in the event of withdrawal from the Rental Agreement; it is calculated as a certain percentage of the total Rent in accordance with the Terms and Conditions for Prospective Renters, or in accordance with these Terms and Conditions for Partners.
- 2.1.46. **Parties** shall collectively mean Campiri and the Partner.
- 2.1.47. **User Account** means the non-public part of the Website, which is accessible to the Partner only after clicking on a link sent by Campiri, or after entering Login Data, and based on which the Partner may use the Application to the extent permitted by the Application.
- 2.1.48. **Vehicle** means a motorhome, caravan or other motor vehicle intended for temporary accommodation and overnight stays (i.e. it has a fixed bed), which the Partner offers to Campiri for publication on the Website, and which Campiri offers for Booking via the Website.
- 2.1.49. **Website** means the websites <https://www.campiri.cz/> or <https://www.campiri.com/>, on which Campiri offers the arrangement of the Vehicle Rental and acts as an intermediary for the Rental of Vehicles.
- 2.1.50. **Prospective Renter** means a natural or legal person who expresses an interest in a Vehicle on the Website and for whom Campiri arranges the conclusion of a Rental Agreement with a Partner.
- 2.1.51. **Special Offers** are defined as promotional offers for Vehicle Rentals at discounted prices compared to the Price List, which a Partner may propose for publication on the Website; the setting of Special Offers by a Partner is considered a change to the Price List.

### 3. SUBJECT-MATTER OF THE CONTRACT

- 3.1. **Campiri's Obligation.** Campiri undertakes that, based on the information provided by the Partner regarding the Vehicle and the Rental, for the duration of the Contract, unless these Terms and Conditions specify a shorter period, to publish Vehicle offers on the Website via the Vehicle Details page, or, for the duration of the Contract, to allow the Partner to publish them directly via the Application, and furthermore to carry out other promotional activities defined in these Terms and Conditions for the purpose of arranging the conclusion of the Partner's Rental Agreements with Prospective Renters. If the Partner is approved for the membership of Campiri+ club, Campiri shall provide the Partner with additional services in accordance with the current Campiri+ content.
- 3.2. **Partner's Obligations.** The Partner undertakes to provide Campiri with all necessary assistance for the arrangement of the conclusion of Rental Agreements, including any Insurance Contract necessary for the Rental to take place, and to pay Campiri a Remuneration in the amount and manner specified in the Contract.
- 3.3. **Campiri's Remuneration.** For the arrangement of each Rental Agreement, the Partner is obliged to pay Campiri a Remuneration in the percentage amount specified in the Campiri Price List, calculated from the Price List Rent, including the Price List Surcharges, as set out in the currently effective Price List for the period for which the Rental Agreement is concluded, unless otherwise agreed or unless otherwise provided for in the Terms and Conditions.
- 3.4. **Campiri Price List.** The Campiri Price List also forms part of the Contract. The Campiri Price List is continuously updated and supplemented for new Campiri customers. Changes to the Campiri Price List in relation to the Partner are governed by the rules for amending the Terms and Conditions.

### 4. CONCLUSION OF THE CONTRACT AND PARTNERSHIP MODELS

- 4.1. **Conclusion of the Contract.** The Contract is concluded (a) upon Campiri's sending of the confirmation e-mail to the Partner regarding the conclusion of the Contract after the User Account setup process in the Application has been completed, or (b) by the signing of the Contract, to which the Terms and Conditions are annexed, by Campiri and the Partner. The Contract may also be concluded using other means of electronic communication, if Campiri offers this option to the Partner.
- 4.2. **Conclusion of the Contract upon the Registration of a User Account.** If the Partner creates their User Account in the Application, they must provide their personal details and details of the Vehicle and agree to the Terms and Conditions and other documents forming the basis of the contractual relationship between and the Parties. The Contract with Campiri is bindingly concluded at the moment Campiri sends a confirmation of the conclusion of the Contract to the Partner's e-mail address. The documents constituting the Contract will also be available to the Partner in their User Account.
- 4.3. Campiri currently offers Partners two Partnership models:
- 4.3.1. **Standard Partnership**, under which the Partner pays Campiri a Remuneration calculated as a percentage commission of the Rent paid by the Prospective Renters. The amount of the Remuneration is specified in the Campiri Price List.

- 4.3.2. **Campiri+ Club membership**, under which the Partner pays Campiri a flat fee covering exclusive services and exclusive content reserved for Campiri+ members, and the Partner also pays Campiri a Remuneration calculated as a percentage commission of the Rent paid by the Prospective Renter. The amount of the commission is set out in the Campiri Price List. Membership of the Campiri+ Club is limited to a restricted number of members.
- 4.4. **Application for Campiri+ Club membership.** You can apply for Campiri+ Club membership:
- 4.4.1. before concluding the Contract when setting up your User Account in the Application, or
- 4.4.2. at any time after concluding the Contract via your User Account.
- 4.5. **Assessment of the application for Campiri+ Club membership.** Campiri will assess the membership application and send the Partner confirmation of Campiri+ Club membership to the e-mail address provided in the Partner's User Account. If Campiri does not accept the application, the Partner will be placed in the Standard Partnership model.
- 4.6. **Duration of Campiri+ Club membership.** Membership of the Campiri+ Club is always valid for a period of 1 year and cannot be terminated early by the Partner. Membership of the Campiri+ Club is automatically renewed for a further year unless the Partner notifies Campiri at least 1 month before the end of the annual membership period that they do not wish to renew.
- 4.7. **Membership fee, payment, and due date.** Campiri+ Club members pay a fee in accordance with the Campiri Price List, either quarterly or annually in advance, based on an invoice issued by Campiri with a due date of the 15th day of the relevant calendar month. In the event of a delay by the Partner in paying the Remuneration, and if the payment is not credited to Campiri's account even within the period specified in the second Campiri's payment reminder, Campiri shall be entitled to exclude the Partner from Campiri+ Club without further notice to the Partner and to charge the Partner retrospectively for the difference in the amount of commission to which Campiri would have been entitled if the Partner cooperated with Campiri under the Standard Partnership model. Campiri is entitled to compensation in accordance with the preceding sentence for the period from the date of commencement or renewal of membership in Campiri+ Club until the date of the Partner's exclusion from Campiri+ Club. For the avoidance of doubt, the Partner shall continue to cooperate with Campiri under the Standard Partnership model.
- 4.8. **Rejection of an application, termination of membership, and cancellation of the Campiri+ Club.** Given that Campiri offers a significantly lower commission rate under the Campiri+ Club membership, Campiri reserves the right, in cases where the Partner is an entrepreneur and not a Consumer:
- 4.8.1. to reject a membership application without giving a reason,
- 4.8.2. to terminate the Partner's membership at any time without giving a reason, and to transfer the Partner to the Standard Partnership model. In such a case, membership fees paid as part of the subscription will be refunded to the Partner on a pro rata basis; other membership fees paid will not be refunded.



- 4.8.3. to cancel the Campiri+ Club without compensation, in which case membership fees paid as part of the subscription will be refunded to the Partner on a pro rata basis; other membership fees paid will not be refunded.
- 4.9. **By entering into the Contract, the Partner declares that they have read the Terms and Conditions for Prospective Renters and undertake to comply with them in full, and accepts that in the event of any discrepancy between the Terms and Conditions for Prospective Renters and the Rental Agreement, the Terms and Conditions for Prospective Renters shall take precedence.** Campiri will inform the Partner of any changes to the Terms and Conditions for Prospective Renters that affect the Partner's rights and obligations.

## **5. USER ACCOUNT**

- 5.1. **User Account Registration.** The Parties acknowledge that by listing a Vehicle on the Application, along with the Vehicle Details and Price List, the Partner is making a public offer to enter into a Rental Agreement. The offer is accepted in accordance with the definitions of a Booking and an Instant Booking; the moment of conclusion of the Rental Agreement is governed by Article 2.1.16.
- 5.2. **Extended version of the User Account.** Campiri may extend access to the User Account by sending the Partner Login Data to the the Partner's e-mail address, and a link to activate the extended version of the User Account available to the Partner, with the option to change the Login Data. In the extended version of the User Account, the Partner has access to the administrative section of the User Account, where the Partner will find, in particular, an overview of Bookings, Rental Agreements and invoices issued by Campiri, and will be able to upload information about the Vehicles listed in the Vehicle Details to the Application, and provide Campiri with an up-to-date Price List.
- 5.3. **Accuracy of data.** The Partner undertakes to keep the data specified in the User Account accurate, complete, and up to date.
- 5.4. **Protection of the User Account.** The Partner is not authorised to allow third parties to use the User Account (except for the Partner's associates, whom the Partner has informed Campiri of in advance and whom Campiri has approved) and undertakes to keep the Login Data confidential. The Partner further undertakes to inform Campiri without undue delay if they discover or suspect that their Login Data has been stolen, or that their User Account may in any other way be compromised or used without authorisation.

## **6. USE OF THE APPLICATION**

- 6.1. **Licence.** For the term of the Contract, Campiri grants the Partner a Licence to use the Application to the extent and under the conditions specified in the Application's user interface, as well as under the following Terms:
- 6.1.1. The Licence is non-exclusive, free-of-charge, and without territorial or quantitative restrictions for the duration of the Contract; Campiri reserves the right to change the territorial and quantitative extent of the Licence.

- 6.1.2. Upon expiry of the Licence, Campiri is entitled to disable the Partner's User Account.
- 6.1.3. The Partner is not entitled to grant a sub-licence to a third party to use the Application, except for the Partner's associates whom the Partner has notified to Campiri in advance and whom Campiri has approved.
- 6.1.4. Unless precluded by their nature, the Partner's obligations under this clause shall survive the termination of the Contract.
- 6.2. **Terms of Use of the Application.** The Partner undertakes, when using the Application, to comply with these Terms and all instructions and rules set out in the Application and to act in such a way that no loss is incurred to them, Campiri, or any other persons as a result of the use of the Application. In particular, the Partner:
  - 6.2.1. must not, through the Application, automatically extract data from the database that forms part of the Application in any manner;
  - 6.2.2. must not attempt to discover the source code of the Application or interfere with it, in particular, must not modify, change, or use the source code in any way for their own use or for commercial or other purposes not expressly permitted by these Terms and Conditions;
  - 6.2.3. must not use the Application's communication channels for advertising purposes, for direct commercial offers to Prospective Renters, or for the exchange of information that could lead to the conclusion of a Rental Agreement outside the Campiri platform or to the circumvention of Campiri's claim to the Remuneration.
- 6.3. **Operation of the Application.** Campiri is entitled to suspend, modify, or make the Application or any part thereof unavailable at any time, for any reason, in particular, for the maintenance of Campiri's or third parties' hardware or software used to operate the Application, or for the purpose of updating the Application. Campiri may inform the Partner in advance of any suspension, modification or restriction of access to the Application, either via the Application or by email sent to, the e-mail address specified in the User Account.

## **7. TERMS OF COOPERATION BETWEEN THE PARTIES**

- 7.1. The Partner shall participate in the cooperation between the Parties as follows:
  - 7.1.1. **Information provided by the Partner in connection with the Rental.** The Partner shall provide Campiri with a list of Vehicles that they wish to rent, including a detailed description of the Vehicles and the terms of use of the Vehicles under the Rental; the Partner shall provide Campiri with at least:
    - a) basic information about the Vehicle and the conditions of its use, in particular the name, code, and type of the Vehicle, the pick-up location, including the option to collect the Vehicle at a different location, whether it is possible to travel abroad with the Vehicle and, if so, to which destinations, and how many seats and sleeping berths there are in the Vehicle;

- b) technical information about the Vehicle, in particular the year of manufacture, dimensions and weight, information about the chassis, gearbox and fuel consumption, information about emissions, and the motorway toll sticker;
- c) information on the Vehicle's equipment, both for living and driving;
- d) restrictions on who may use the Vehicle, in particular the driver's age and valid driving licence;
- e) information regarding the period for which the Partner wishes to rent out the Vehicle; the Partner may include this information in the Price List;
- f) information on the basic Price List rental rate for individual periods, what equipment and services the Partner will provide to the Prospective Renter for a Price List Surcharge, and the amount of each Price List Surcharge; the Partner shall provide this information to Campiri via the Price List;
- g) information regarding the Deposit and contractual penalties, in particular their amount and payment method;
- h) information regarding sanctions (contractual penalties) for breaches of the Prospective Renter's obligations, including a description and the amount of the contractual penalty; the Partner shall provide this information to Campiri via the Price List; the Partner may not impose a penalty on the Prospective Renter that has not been communicated to Campiri for the purpose of its publication in the Vehicle Detail;
- i) information regarding the Partner's insurance, including insurance terms and conditions, and options for additional cover for the Prospective Renter;
- j) photographs providing a comprehensive view of the Vehicle's exterior and interior; By providing photographs to Campiri, the Partner grants Campiri a non-exclusive, royalty-free, geographically unrestricted licence to the photographs for the duration of the Contract and to the extent of the publication of the photographs on the Website, in the Application or on other sites managed by Campiri, including social media, for the purpose of promoting the Vehicles, the Partner, Campiri and the Website; The Partner further declares that they hold the property rights to the photographs at least to the extent to which they grant the licence to Campiri; Campiri is entitled to sub-license the photographs to third parties without the Partner's consent, but solely for the purpose of arranging a Rental Agreement, or promoting Campiri, the Partner, or the Website in accordance with these Terms and Conditions.

The Partner bears full responsibility for the accuracy and up-to-date nature of the information provided and for fulfilling the obligations arising from this paragraph 7.1.1.

**7.1.2. Processing of information by Campiri.** The Partner acknowledges that, when providing its services and arranging insurance to conclude an Insurance Contract between the Prospective Renter and the Insurance Company, Campiri relies on the information provided by the Partner in accordance with paragraph 7.1.1, including the Price List. However, Campiri is entitled to change the Price List Rent, including the Price List Surcharges specified in the current Price List in the offer to Prospective Renters (e.g., due to a Campiri marketing promotion), and shall notify the Partner of

such a change. If a lower Rent is agreed than that corresponding to the Price List Rent, the Partner shall be compensated for this amount. However, the current Price List in force serves as the basis for determining Campiri's Remuneration.

- 7.1.3. **Changes to information provided.** The Partner is entitled to amend the information provided by the Partner in accordance with clause 7.1.1. However, the Partner acknowledges that Campiri is not obliged to publish the notified changes on the Website to arrange a Rental Agreement earlier than 7 days after the Partner has notified Campiri of these changes in writing, unless otherwise agreed. The Partner is also entitled to amend the Price List but is obliged to inform Campiri about this in advance. An amendment to the Price List for the purposes of calculating the Remuneration shall take effect, and the Price List shall therefore be current, no earlier than 7 days after the Partner has notified Campiri in writing of the amendment to the Price List, unless otherwise agreed. The Partner acknowledges that changes to the Price List and to the information provided by the Partner in accordance with clause 7.1.1. do not affect Rental Agreements already concluded or the Remuneration.
- 7.1.4. **Payment details.** The Partner shall provide Campiri with the details necessary to make all payments under the Contract and these Terms and Conditions, in particular their bank account number or payment card details; Campiri shall not be liable for any delay in payments under these Terms and Conditions or the inability to make such payments if the Partner breaches the obligation under this paragraph or fails to notify Campiri of a change to their bank account.
- 7.1.5. **Payment of the Remuneration.** The Partner shall pay Campiri the Remuneration under the conditions set out in Articles 3.3. and 8.
- 7.1.6. **Insurance Discount.** In connection with the conclusion of the Insurance Contract and the payment of the Insurance Fee by the Prospective Renter, the Partner undertakes to provide the Prospective Renter with an Insurance Discount at a percentage rate unilaterally determined by Campiri in the Vehicle Details based on the Vehicle parameters obtained from the information provided by the Partner in accordance with paragraph 7.1.1. and in accordance with the Insurance Company's instructions. The Partner acknowledges that the Insurance Fee rate may change between the conclusion of the Insurance Brokerage Agreement and the conclusion of the Insurance Contract based on a decision by the Insurance Company, in which case Campiri shall immediately inform the Partner of the change in the Insurance Fee rate.
- 7.1.7. **Assistance of the Partner.** The Partner is obliged to provide Campiri with all the assistance that may be required of them and to take all steps necessary to ensure that the Rental takes place on the date agreed in the Rental Agreement in accordance with these Terms and Conditions, and to ensure the conclusion of an Insurance Contract covering the entire duration of the Rental, so that Campiri may perform the Contract; for the purposes of concluding the Insurance Contract:
- a) is obliged to verify the Prospective Renter's identity by a valid ID document upon handover of the Vehicle and, upon request, to provide the document number to Campiri. If, during the identity verification process, the Partner has serious doubts that the person present at the handover of the Vehicle is the Prospective Renter with whom the Rental

Agreement was concluded, or regarding that person's authorisation to use the Vehicle, the Partner is entitled to refuse to hand over the Vehicle; the Partner shall immediately inform Campiri of this fact.

- b) The Partner is not entitled to refuse to hand over the Vehicle merely based on minor discrepancies in the information about the Prospective Renter provided by Campiri, which objectively do not give rise to doubts regarding the Prospective Renter's identity and their authorization to take possession of the subject of the Rental (particularly in case of spelling mistakes in names or numbers).

**7.1.8. Further information provided by the Partner.** The Partner is obliged to provide Campiri with the following information:

- a) for the purpose of concluding an Insurance Contract via Campiri on the day of handover of the Vehicle, the Partner is obliged to inform Campiri of the handover of the Vehicle to the Prospective Renter immediately after the handover;
- b) The Partner shall inform Campiri that the Rental Agreement has not been concluded due to a Force Majeure Obstacle or if it is not possible to rent the Vehicle (e.g. due to damage to the Vehicle or significant soiling prior to the commencement of the Rental), and shall provide evidence of this fact, immediately upon becoming aware of it. The Partner acknowledges that Campiri is entitled to verify with the Prospective Renter any facts relating to the conclusion or non-conclusion of the Rental Agreement;
- c) The Partner shall inform Campiri before the conclusion of the Rental Agreement that they no longer wish to or are unable to offer the Vehicle for Rental, via immediately after the reason for this arises, and shall explain the reason in the information provided;
- d) For insurance purposes, upon handover and return of the Vehicle, the Partner is required to document the condition of the Vehicle by taking photographs of the Vehicle from every external side, including the license plate on the relevant side (i.e. at least 4 times), photograph the interior of the Vehicle at least 4 times – a photograph must always be taken of the dashboard, each front seat separately and the rear seats; similarly, the interior of the Vehicle must be photographed at least 4 times from each direction; the Partner is obliged to provide these photographs to Campiri without undue delay. If the Partner fails to fulfil this obligation, they will significantly reduce the Insurance Company's ability to investigate the insured event and determine the extent of the insurance indemnity. Consequently, the Insurance Company may reduce the insurance indemnity payable to the Partner for damage to the Vehicle in proportion to the extent to which the Partner's breach of this obligation affects the Insurance Company's ability to fulfil its obligations.

**7.1.9. Contents of the Rental Agreement.** A Partner who is not a Commercial Car Rental Company acknowledges and agrees that the contents of the Rental Agreement, i.e. the rights and obligations of the Prospective Renter and the Partner, are set out by Campiri in the interests of standardising the terms of the Rental for the P2P service

and ensuring legal certainty for Prospective Renters. The current template of the Rental Agreement and the terms and conditions for the Rental of motorhomes and caravans, which will form part of it, are available to the Partner in the User Account and constitute Annex No. 1 to these Terms and Conditions. The Partner may not change the content of the Rental Agreement or the Terms and Conditions for the Rental of Motorhomes and Caravans, except to add the identification of the contracting parties, the Vehicle, the Rental Period corresponding to the Rental Period for which the Prospective Renter has booked the Vehicle, and the Rent and the amount of contractual penalties (whereby it is possible to deviate from the amount of penalties proposed in advance by Campiri in the annex to the Rental Agreement), which, however Campiri has notified in advance in the Price List and which the Prospective Renter therefore anticipates when concluding the Rental Agreement with the Partner; **The Partner may not impose a contractual penalty on the Prospective Renter that was not communicated to Campiri for the purpose of its disclosure to the Prospective Renter prior to the conclusion of the Rental Agreement, unless the Partner and the Prospective Renter agree otherwise.** A Partner who is a Commercial Car Rental Company acknowledges that they are not obliged to upload their own template of the Rental Agreement to the Application, and in such a case, the template of the Rental Agreement and the Terms and Conditions for the Rental of Motorhomes and Caravans provided by Campiri in accordance with the previous sentence shall apply. If the Partner prefers to use the content of the Rental Agreement specified by them for the rental of the Vehicle, they are entitled to upload their own current template of the Rental Agreement and Rental Terms and Conditions to the Application; Campiri will automatically use the template uploaded in this way to conclude the Rental Agreement upon acceptance of the Booking. In such a case, the Partner is responsible for ensuring that the template uploaded by them complies with these Terms and Conditions and with generally binding legal regulations, particularly if the Prospective Renter is a Consumer, and undertakes to fulfil all obligations stipulated for the Rental Agreement by legal regulations towards the Prospective Renter.

- 7.1.10. **Payment of the Rent via Campiri.** The Partner acknowledges and agrees that the Prospective Renter will pay the Rent via Campiri. The Partner undertakes to issue an invoice (tax document) to the Prospective Renter in accordance with the law.
- 7.1.11. **Right to dispose of the Vehicle.** The Partner declares that they are fully eligible to enter into Rental Agreements for the Vehicle with Prospective Renters, in particular, based on the ownership of the Vehicles or other authorisation to use the Vehicle; If the Partner is not the owner of the Vehicle, they are obliged, prior to the conclusion of the Contract and at Campiri's request, to provide Campiri with the written consent of the Vehicle owner to the conclusion of Rental Agreements for the Vehicle with Prospective Renters; the Partner bears full responsibility for the accuracy of the declaration regarding their relationship to the Vehicle; Upon Campiri's request, the Partner is obliged to submit to Campiri documents proving the Partner's relationship to the Vehicle, as well as documents proving the existence of compulsory third-party liability insurance for the Vehicle. Campiri is not obliged to verify the accuracy of the Partner's declaration under this paragraph, nor to request documents from the Partner; responsibility for the accuracy, completeness and up-to-date nature of the declaration and supporting documents lies solely with the Partner, who is fully liable

to both Campiri and the Prospective Renter for any damage arising from a breach of this obligation.

7.1.12. **Cancellation Fees for withdrawal from the Rental Agreement.** The Partner acknowledges that the cancellation fees for terminating the Rental Agreement are set by Campiri and specified in the Terms and Conditions for Prospective Renters published on the Campiri Website available here: [Terms and Conditions | Campiri.com](https://www.campiri.com/terms-and-conditions), as well as in these Terms and Conditions. The Prospective Renter is also entitled to withdraw from the Rental Agreement without paying any Cancellation Fee to the Partner within 48 hours of the conclusion of the Rental Agreement (hereinafter the “**Free Cancellation Period**”), via the Application. If the Prospective Renter exercises this right, the Rental Agreement shall be terminated, and the Partner shall not be entitled to any payment under this Rental Agreement; Campiri shall immediately inform the Partner of the cancellation of the Rental Agreement within the Free Cancellation Period via the Application. The standard Cancellation Fees under the Terms and Conditions for Prospective Renters shall therefore apply, which are as follows:

- a) 0% of the total Rent in the event of withdrawal from the Rental Agreement within 2 days of its conclusion (Free Cancellation Period);
- b) 25% of the total Rent in the event of withdrawal from the Rental Agreement from the 3rd day following its conclusion up to 30 days prior to the agreed commencement date of the Rental (the first day of the Rental);
- c) 50% of the total Rent in the event of withdrawal from the Rental Agreement from the 30th day up to the 14th day prior to the agreed commencement date of the Rental;
- d) 100% of the total Rent in the event of withdrawal from the Rental Agreement from the 14th day prior to the agreed commencement date of the Rental.

The Partner acknowledges that Campiri is entitled, in justified cases, to waive or refund the Cancellation Fee to the Prospective Renter in full or in part, if the Prospective Renter proves that the withdrawal from the Rental Agreement resulted from a breach of Campiri's obligations or that justified circumstances arose in accordance with the Terms and Conditions for Prospective Renters; in such a case, the Partner's share of the Cancellation Fee is reduced accordingly.

Campiri shall deduct its Remuneration (calculated in accordance with Article 8.2. from the amount of the Cancellation Fee) and the Administrative Fee in accordance with the Terms and Conditions for Prospective Renters from the Cancellation Fee received; the remaining portion of the Cancellation Fee shall belong to the Partner and shall be paid to them in accordance with Article 8.6.

**The Partner undertakes, in relation to the Prospective Renters, to accept the terms for cancellation of the Rental Agreement by the Prospective Renter and the Cancellation Fees set out above. Otherwise, Campiri is entitled to impose a contractual penalty equal to the Rent and, in the event of repeated failure to**

**comply with the conditions in this paragraph, to terminate the cooperation with the Partner with immediate effect.**

- 7.1.13. **Campiri's right to payment.** The Partner undertakes to pay Campiri, duly and in a timely manner, all payments to which Campiri is entitled under these Terms and Conditions, in particular, if the Rental Agreement is not concluded or performed due to reasons on the Partner's part or due to damage to/malfunction of the Vehicle or a Force Majeure Obstacle.
- 7.1.14. **Prohibition on using communication with the Prospective Renters for direct offers.** The Partner must not use any form of communication with the Prospective Renter (including verbal communication) to make direct offers to rent Vehicles without Campiri's brokering (for further details, see Article 6.2.3).
- 7.1.15. **Protection of Prospective Renter's Personal Data.** The Partner acknowledges that, as a data controller, they are responsible for the processing of the personal data of the Prospective Renter with whom they intend to conclude a Rental Agreement, as well as of other persons whose personal data it gains access to in connection with the conclusion of the Rental Agreement, within the scope of all activities carried out in connection with the conclusion and performance of the Rental Agreement. The Partner also undertakes to fulfil all obligations associated with the processing of these persons' personal data.
- 7.1.16. **Insurance.** The Partner acknowledges that the insurance is governed by the concluded Insurance Contract between the Insurance Company and the Prospective Renter as the policyholder, with the Partner, as the owner of the Vehicle, acting as the beneficiary. The Insurance Contract shall be concluded upon payment of the Insurance Fee by the Prospective Renter into the bank account set up for this purpose in accordance with Section 54(4) of Act No. 170/2018 Coll., on the distribution of insurance and reinsurance. The Insurance Contract also includes the Insurance Terms and Conditions, which the Partner undertakes to familiarise themselves with, as well as the information regarding the insurance. The Partner undertakes to provide all necessary assistance with the performance of the Insurance Contract, including in the event of an insured event, in particular, to provide Campiri, as the insurance intermediary, with all necessary information.
- 7.1.17. **Liability for Damage.** The Partner acknowledges that the Prospective Renter is liable for any damage caused by the Prospective Renter's use of the Vehicle during the Rental Period that is not covered by insurance, including the agreed deductible, and is obliged to compensate the injured party for such damage; to claim the deductible from the Prospective Renter, the Partner must the damage with photographs and a record of the insured event issued by the Insurance Company; if the damage is not covered by insurance or the Prospective Renter fails to report the insurance claim, it shall suffice for the Partner to prove the damage with photographs and, where applicable, other relevant evidence.
- 7.1.18. **Price parity.** The Partner undertakes to provide the Vehicle to persons other than the Prospective Renters at prices in accordance with the Rental Price List, unless otherwise agreed in advance with Campiri.



- 7.1.19. **Updating of information.** The Partner is obliged to continuously update all information, photographs, the Price List and other data provided to Campiri under the Contract so that they reflect the actual situation (see also clause 7.1.1).
- 7.1.20. **Non-negotiability of the Rental Agreement's Content.** The Partner must not unilaterally modify the content of the Rental Agreement generated by the Application (see paragraph 7.1.9).
- 7.1.21. **Condition of Vehicles.** The Partner declares that all Vehicles offered on the Campiri platform are properly insured, have the mandatory equipment and meet all requirements laid down by law (see also the declaration under Article 7.1.8).
- 7.2. **Campiri's role in the Partnership.** Campiri shall participate in the cooperation between the Parties as follows:
- 7.2.1. **Campiri's role.** Based on the information provided by the Partner, Campiri shall publish the Partner's public offer to enter into a Rental Agreement in the Vehicle Detail via the Application and shall enable the Prospective Renter to respond to this offer by submitting a Booking. The Booking process is in accordance with Article 5.1 and the definitions of the Rental Agreement and Instant Booking: (i) for Vehicles available for Instant Booking, the Application shall conclude a Rental Agreement by automatically confirming on behalf of the Partner; (ii) for other Vehicles, it makes the Booking available to the Partner in the Application for confirmation or to propose amendments. The Partner is entitled to confirm the Booking, suggest modifications, or reject it for the reasons set out in these Terms and Conditions (in particular, the Vehicle unavailability). Campiri communicates with the Prospective Renters until the start of the Rental and arranges, on the Prospective Renter's behalf, at least third-party motor insurance for the Vehicle and insurance covering liability for damage to the Vehicle other than in the event of a traffic accident.
- 7.2.2. **Change in the amount of the Rent.** Campiri is entitled, in justified cases, to change the Rent stated in the Vehicle Details and in the proposal to conclude the Rental Agreement, in which case it is entitled to a remuneration under the conditions set out in clause 8.3.
- 7.2.3. **Campiri's Obligations.** Campiri is obliged to provide the Partner with all the assistance that may be required of Campiri for the purpose of enabling the Partner to conclude the Rental Agreement. In particular, Campiri is obliged to:
- a) provide the Partner with information about the Prospective Renter necessary for the execution of the Rental and for the conclusion of the Insurance Contract, in particular the Prospective Renter's identification and contact details, as well as information on the terms of the Insurance Contract agreed with the Prospective Renter in the Insurance Brokerage Contract, no later than 7 days before the commencement of the Rental(handover of the Vehicle); if the Rental Agreement was concluded less than 7 days before the start of the Rental, Campiri shall provide this information to the Partner without undue delay following the conclusion of the Rental Agreement;
  - b) Inform the Partner about the cancellation of the Rental Agreement by the Prospective Renter.

7.2.4. **Social Media Presentation.** Campiri may promote the Partner on social media alongside the presentation of one Vehicle offered on the Website, at the Partner's discretion.

7.2.5. **Dispute between the Partner and the Prospective Renter.** The Partner undertakes to obtain documentation of the disputed situation, in particular photographs, any written records and all other relevant documents. Campiri may, at the Partner's request, help in resolving the dispute with the Prospective Renter. In the event of a dispute between the Partner and a Prospective Renter, Campiri shall, at the Partner's request, also provide the Partner with information regarding the content of communications between the Prospective Renter and Campiri, provided that Campiri has no reasonable grounds to doubt the existence of the dispute; the consequences of failing to sufficiently prove the existence of the dispute shall be borne by the Partner.

7.2.6. **Settlement of Payments.** Campiri shall generally receive from Prospective Renters (i) a Deposit amounting to 50% of the Rent, reduced by the Insurance Discount, immediately after the Booking is confirmed; the remaining Rent shall be paid no later than 14 days prior to the commencement of the Rental, and (ii) the Insurance Fee. Campiri shall pay the Partner Deposits, Rent and other payments received from Prospective Renters to which the Partner is entitled, less any payments and the Remuneration used to settle Campiri's receivables, in the manner further specified in the Contract and these Terms and Conditions.

7.2.7. **Assignment.** Campiri is entitled to assign the Contract, or its rights or obligations arising from the Contract to a third party at any time, to which the Partner expressly agrees; the assignment shall take effect upon delivery of Campiri's notice of assignment to the Partner's e-mail address.

7.2.8. **Refusal to arrange a Rental.** Campiri is entitled to refuse to arrange the Rental of any Vehicle, in particular if (a) the Partner has breached these Terms and Conditions or other contractual obligations towards Campiri, (b) the Partner has breached a generally applicable legal regulation, (c) the Partner has failed to provide Campiri with the cooperation necessary for the brokerage of the Rental, (d) there are reasonable doubts as to the truthfulness of the Partner's declaration under Article 7.1.8 or as to the Vehicle's roadworthiness, or (e) the brokerage of the Rental could jeopardise the legitimate interests of Campiri, the Prospective Renter or third parties; Campiri is also entitled to refuse to arrange the Rental for other reasons, which it shall disclose to the Partner upon the Partner's request, provided that this does not conflict with the legitimate interests of Campiri, the Prospective Renter or third parties.

7.3. **Instant Booking.** The Partner may activate the Instant Booking service for individual Vehicles within the Application. By activating the service, the Partner makes the Campiri Calendar (the Vehicle availability calendar within the Application) accessible, based on which the Website displays available dates for Instant Booking to Prospective Renters.

7.3.1. By activating Instant Booking, the Partner acknowledges that the Instant Booking service places increased demands on them regarding the timely updating of the Campiri Calendar. Regular updating of the Campiri Calendar is the sole responsibility of the Partner; the Partner bears the consequences of an outdated

Campiri Calendar (in particular, entering into a Rental Agreement for a date when the Vehicle is unavailable) in accordance with Section 8.7.1.

7.3.2. The Partner is entitled to deactivate the Instant Booking service at any time for individual Vehicles by sending an e-mail to [sales@campiri.com](mailto:sales@campiri.com). The deactivation of the service will take effect upon confirmation of the deactivation sent to the Partner's e-mail address; deactivation does not affect Rental Agreements that have already been concluded. Campiri is entitled to deactivate the Instant Booking service for a specific Vehicle with effect from the delivery of the notice to the Partner, in particular, if the Partner has cancelled a Rental Agreement concluded via Instant Booking at least twice for reasons attributable to the Partner. Campiri reserves the right to cancel the Instant Booking service entirely at any time.

7.4. **Marketing Campaigns.** Campiri may organise marketing promotions (hereinafter "Marketing Campaigns") consisting of offering discounted Vehicle rentals to Prospective Renters (e.g. "3 + 1 day free", "First Minute", etc.). A Partner who has agreed to participate in Marketing Campaigns will be informed of each Marketing Campaign by e-mail, stating its terms and conditions.

7.4.1. If the Partner does not decline their participation in a specific Marketing Campaign by e-mail to [sales@campiri.com](mailto:sales@campiri.com) within 5 working days from delivery of the information e-mail, they are automatically involved in the Marketing Campaign and accept all the terms and conditions set by Campiri for the Marketing Campaign. Participation in the Marketing Campaigns system is free of charge.

7.4.2. If the Partner is unable to participate in the Marketing Campaign, even though they did not decline participation within the specified period, they are obliged to inform Campiri of this immediately. If a Vehicle Booking has not yet been made, Campiri will exclude the Partner from the Marketing Campaign in question. If a Booking has already been made, the standard terms and conditions for cancelling the Rental Agreement pursuant to Article 8.7 shall apply.

7.4.3. If, as part of a Marketing Campaign, the Prospective Renter has cancelled the Rental Agreement without being liable to pay a Cancellation Fee (in accordance with the terms and conditions of the relevant Marketing Campaign), the Partner is obliged to refund Campiri all payments received in connection with this Rental Agreement, no later than 14 calendar days from the date of cancellation. The Partner shall not pay Campiri a Remuneration for a Rental Agreement cancelled in this manner.

7.4.4. The Partner's participation in the Marketing Campaigns system shall continue for the duration of the Contract. Campiri is entitled to terminate the Partner's participation without notice, in particular, if the Partner has cancelled a Rental Agreement concluded as part of a Marketing Campaign at least twice for reasons attributable to the Partner. The Partner is entitled to terminate their participation in the Marketing Campaigns system at any time by sending a notice to [sales@campiri.com](mailto:sales@campiri.com); if there is no Rental Agreement concluded as part of a Marketing Campaign at the time of delivery of the notice, the termination comes

into effect upon delivery of the notice. Termination of participation in Marketing Campaigns does not affect the duration of the Contract.

- 7.5. **Referral Programme.** Campiri operates a customer referral programme (hereinafter the "Referral Programme"), the purpose of which is to enable the Partner to refer the potential renter to the Campiri platform.

7.5.1. **Promo Code.** Each Partner will receive a unique promo code (hereinafter the "Promo Code") from Campiri by e-mail. The Partner may pass on the Promo Code to a person interested in renting a motorhome, particularly in situations where the Partner does not have a Vehicle available during the requested period. By redeeming the Promo Code, the Prospective Renter receives a discount on the Rent in the amount specified in the Promo Code, when making a Booking through the Campiri platform.

7.5.2. **Partner's Referral Reward.** For each valid redemption of a Promo Code by a Prospective Renter that leads to the conclusion of a Rental Agreement and the completion of the Rental, the Partner is entitled to a reward in the amount specified in connection with the relevant Promo Code (hereinafter the "Referral Reward"). Campiri carries out a monthly evaluation of the Referral Programme and informs the Partner of the results. Based on this evaluation, the Partner shall issue an invoice (tax document) to Campiri for the total amount of the Referral Reward for the relevant calendar month; Campiri shall pay the invoice within the 14-day payment term stated therein.

7.5.3. **Participation in the Referral Programme.** All Partners who have an active Contract with Campiri are automatically involved in the Referral Programme; the Promo Code will be sent to them by e-mail. The Partner is entitled to notify Campiri at any time that they do not wish to be part of the Referral Programme, in which case Campiri will deactivate their Promo Code.

7.5.4. **Conditions for redeeming the Promo Code.** The Promo Code (a) cannot be combined with any other discount voucher, promotional offer or Marketing Campaign; (b) must be redeemed by the Prospective Renter at the time of Booking (i.e. during the conclusion of the Rental Agreement); retroactive redemption after the conclusion of the Rental Agreement is not possible. Campiri reserves the right to unilaterally amend the terms and conditions of the Referral Programme, including the discount amount and the Referral Reward; Campiri shall notify the Partner of any such changes by e-mail at least 15 days in advance.

## 8. REMUNERATION AND PAYMENT TERMS

- 8.1. **Campiri Remuneration.** For each Rental Agreement arranged, the Partner is obliged to pay Campiri the Remuneration specified in the Campiri Price List. The Remuneration is calculated as a certain percentage of the Price List Rent specified in the Contract, including Price List Surcharges, as set out in the currently effective Price List for the period for which the Rental Agreement is concluded, unless otherwise agreed.

- 8.2. **Calculation of the Remuneration in the event of withdrawal from the Rental Agreement (cancellation by the Prospective Renter).** If the Rental Agreement is

terminated for reasons attributable to the Prospective Renter pursuant to Section 8.7.3, the Remuneration shall be calculated based on the amount of the Cancellation Fee for the Prospective Renter's termination of the Rental Agreement.

- 8.3. **Compensation to the Partner for lower Rent.** If Campiri arranges for the Partner the entering into a Rental Agreement under which a lower Rent than the Price List Rent is agreed without the Partner's proposal, Campiri is entitled to a Remuneration based on the Price List Rent; however, Campiri is obliged to pay the Partner Compensation for the lower Rent together with the Deposit.
- 8.4. **Campiri+ Club Membership Fee.** If the Partner is a member of Campiri+ Club, the Partner shall pay the membership fee in the amount specified in the current Campiri Price List, either by payment card or based on an invoice issued by Campiri.
- 8.5. **Set off of Claims.** Campiri is entitled to unilaterally set off its claims against the Partner (including the Remuneration, contractual penalties and claims for refunds from cancelled Rental Agreements) against the Partner's claims against Campiri, including claims not yet due or arising later.
- 8.6. **Settlement of Rent and Remuneration.** The Partner shall be entitled to payment of the Rent from Campiri (Campiri shall make this payment from the Deposit received from the Prospective Renter, hereinafter the "Deposit" with regard to payment of the first instalment of the Rent) only after the Partner has proven to Campiri that the Vehicle has been returned by the Prospective Renter to the Partner; the Partner shall prove this to Campiri by sending photographs of the returned Vehicle and a completed Vehicle handover report signed by both the Prospective Renter and the Partner. Payment of the Rent, or any other amounts that Campiri is obliged to pay to the Partner, and payment of the Partner's remuneration to Campiri shall be made in accordance with one of the models set out below:
  - 8.6.1. **Model No. 1 – Invoicing:** Until Model No. 2 – Automatic payment in accordance with paragraph 8.6.2. below – becomes available in the Application, Campiri shall send the Partner the total of the Deposits, portions thereof, or any other payments that Campiri is obliged to pay to the Partner under these Terms and Conditions based on a monthly statement. Campiri shall always pay the funds no later than 15 days after the end of the calendar month in which the Partner became entitled to a Deposit, a portion thereof, or another payment under these Terms and Conditions, less the total of Campiri's Remuneration for arranging the Rental Agreement, by bank transfer to the Partner's bank account. However, Campiri is not obliged to send the funds under this paragraph until the Partner has confirmed to Campiri their consent with the invoice statement sent.
  - 8.6.2. **Model No. 2 – Automatic payment:** Where the Partner provides Campiri with payment gateway details, the Deposit or Rent, less the Campiri's Remuneration, shall be automatically paid into the Partner's bank account within 7–10 working days of Campiri receiving the Deposit or Rent from the Prospective Renter.
- 8.7. **In the event of withdrawal from the concluded Rental Agreement,** the Partner is obliged to pay Campiri the Remuneration, or any other payments, under the following circumstances and conditions:

8.7.1. **In the event of withdrawal from the concluded Rental Agreement for reasons attributable to the Partner**, in particular, because the Partner has failed to provide Campiri with all the assistance that may reasonably be required of them and has not taken all necessary steps to ensure that the Rental Agreement is performed by the date agreed in the Rental Agreement (the date of handover of the Vehicle) and to enable Campiri to fulfill the Contract, even though Campiri has fulfilled its obligations properly and on time (i.e. the Rental Agreement was concluded via the Application), the Partner is obliged, upon Campiri's request, to refund to Campiri 100% of the Deposit in the amount of the Rent within 5 days of receiving such a request, which Campiri will then refund to the Prospective Renter. **If the concluded Rental Agreement is terminated in accordance with this paragraph, the Partner shall either (a) offer the Prospective Renter an Alternative Vehicle via the Application; the Prospective Renter's acceptance of the offer via the Application constitutes the conclusion of a new Rental Agreement on terms comparable to the original Rental Agreement and, at the same time, an agreement between the Parties to cancel the original Rental Agreement without any penalties for the Partner, whilst Campiri retains its entitlement to the Remuneration; or (b) pay Campiri a cancellation fee amounting to 20% of the Deposit (the Rent) and the amount for cancellation insurance, if arranged by the Prospective Renter, which shall be used to provide compensation to the Prospective Renter and to cover the costs incurred by Campiri in connection with resolving the situation on a lump-sum basis. Notwithstanding the resolution of the specific situation under (a) or (b) of the preceding sentence, the Partner shall always be fully liable for any damage incurred to the Prospective Renter as a result of a breach of the provisions of this Contract or a breach of legal regulations, and which the Prospective Renter claims from the Partner.** If it is possible to set-off the Partner's claim or claims against Campiri against Campiri's claims against the Partner under this clause, Campiri shall perform such set-off.

8.7.2. **In the event of withdrawal from the concluded Rental Agreement due to Force Majeure Obstacle**, or if it is not possible to rent the Vehicle due to serious damage to the Vehicle that renders it inoperable and, despite all reasonable efforts, it is objectively impossible to ensure the repair of the Vehicle before the commencement of the Rental, and the Partner proves these facts to Campiri in a timely manner (i.e. immediately upon the occurrence of such circumstances or when the Partner became aware of or could have become aware of such circumstances), the Partner is obliged to return to Campiri all funds already transferred, which Campiri shall then refund to the Prospective Renter, even if the funds have already been transferred to the Partner's account by Campiri, no later than 5 days from receipt of the request for reimbursement; if the Partner's claim or claims against Campiri can be set off against this claim by Campiri against the Partner, Campiri shall perform such set-off. Compensation for Cancellation Insurance paid by the Prospective Renter to the Partner in accordance with the preceding paragraph 8.7.1 is not affected by this paragraph.

8.7.3. **In the event of withdrawal from the concluded Rental Agreement for reasons attributable to the Prospective Renter**, the Prospective Renter shall be charged a Cancellation Fee amounting to 0 %–100 % of the total Rent in accordance with the Cancellation Terms for Prospective Renters (available here: [Terms and Conditions | Campiri.com](https://campiri.com/terms-and-conditions)). The Partner is entitled to retain the funds received up to an amount corresponding to the Cancellation Terms for Prospective Renters or is entitled to payment thereof if they have not yet been paid; the Partner is obliged to pay Campiri a Remuneration from the amount of the Cancellation Fee. If this amount cannot be set off against other claims which the Partner has against Campiri, the Partner shall pay this amount upon Campiri's request and within the period specified therein, or otherwise within 5 days of the Partner receiving the request.

8.7.4. **Payment Model.** Payments under this paragraph shall be settled in accordance with the payment model set out in clause 8.6.

8.8. **Payment Date.** All non-cash payments made by the Parties under these Terms and Conditions or the Contract shall be deemed paid upon their crediting to the other Party's bank account.

8.9. **Administrative Fee.** The Partner acknowledges that, in addition to Deposit, Campiri also receives an Administrative Fee from the Prospective Renter, which is due to Campiri as part of the remuneration for operating the Application; the amount and terms of the Administrative Fee are set out in the Terms and Conditions for Prospective Renters.

## 9. CONFIDENTIALITY

9.1. **Protection of Confidential Information and Confidentiality Obligation.** All information and documents exchanged between Campiri and the Partner in connection with the performance of the Contract shall be deemed confidential, and neither Party may disclose or provide such information or documents received from the other Party to any third party; this shall not apply if a Party is obliged to do so under applicable legislation, or if it arises from the Contract that such information or documents are to be provided to the Prospective Renter.

9.2. **Employee Confidentiality.** The Parties undertake to impose the confidentiality obligation set out in clause 9.1 on all their employees to the same extent as they themselves are bound by it, even after the termination of the employment relationship between the relevant person and the Party. A Party shall be liable for any breach of the duty of confidentiality by such persons as if the Party itself had committed the breach.

9.3. **Exceptions to Confidentiality.** The obligations under clauses 9.1 and 9.2 shall not apply to information and documents which are already in the public domain at the time of disclosure, or which become public for any reason other than a breach of any obligation by Campiri or the Partner.

## 10. SANCTIONS

- 10.1. **Penalties for Changes to the Rental Agreement.** If the Partner breaches the obligation under clause 7.1.9, they shall be obliged to pay Campiri a contractual penalty of CZK 50,000 for each unauthorised modification to the Rental Agreement or the Rental Terms and Conditions. Campiri's right to full compensation for damages caused by a breach of this obligation remains unaffected.
- 10.2. **Penalty for breach of Confidentiality.** The Parties undertake to pay the other Party a contractual penalty for breach of the confidentiality obligation set out in Article 9 in the amount of CZK 100,000 for each individual breach.
- 10.3. **Penalty for circumventing Campiri.** If the Partner and the Prospective Renter exchange information through internal communication channels which could lead to the conclusion of a Rental Agreement between the Partner and the Prospective Renter in a manner that would result in a reduction of Campiri's Remuneration or the non-establishment of Campiri's entitlement to Remuneration, or the conclusion of a Rental Agreement directly without Campiri's involvement, the Partner shall pay Campiri a contractual penalty of CZK 1,000 for each such breach. If the Rental Agreement is concluded between the Partner and the Prospective Renter in the manner described in the previous sentence, the Partner shall pay Campiri a contractual penalty equal to the Remuneration to which Campiri would be entitled if the Rental Agreement had been concluded in accordance with these Terms and Conditions.
- 10.4. **Restriction of Services due to Partner's Default.** If the Partner is in arrears with the fulfilment of its obligations to Campiri under the Contract and fails to fulfil such obligations even after a written request from Campiri, Campiri reserves the right to restrict the services provided and to limit the Partner's access to the User Account and the Application until the Partner fulfils the outstanding obligations.
- 10.5. **Payment of contractual Penalties.** Contractual penalties under this Article of the Terms and Conditions are due within 5 working days of delivery of the notice to the Party that has breached its obligation.

## 11. TERM AND TERMINATION OF THE CONTRACT

- 11.1. **Term of the Contract.** The Contract is concluded for an indefinite period.
- 11.2. **Termination of the Contract.** The Contract may be terminated by mutual agreement or by notice given by the Parties in accordance with these Terms and Conditions.
- 11.3. **Notice of Termination without Cause.** Both the Partner and Campiri are entitled to terminate the Contract without cause, within a notice period of 1 calendar month, which begins on the first day of the calendar month following the calendar month in which the notice of termination was delivered to the other Party and ends on the last day of that calendar month. Unless the Parties agree otherwise, Campiri shall remove all offers of the Partner's Vehicles from the Website immediately upon delivery of the notice of termination. However, the notice period shall not end before the fulfilment of any Rentals under Rental Agreements concluded before the delivery of the notice, or the termination of any Rental Agreements already concluded, whether by the Prospective Renter or at the Partner's request. If the Partner is a Consumer, they are entitled to terminate the



Contract with immediate effect if the booking confirmation relates to a Vehicle that the Partner no longer wishes to offer via the Application, and the Partner has notified Campiri of this fact in a reasonable time in advance.

**11.4. Termination due to a material breach of the Contract.** Campiri is entitled to terminate the Contract without notice in the event of a material breach of the Contract by the Partner; a material breach of the Contract by the Partner shall mean, in particular, a breach of the Partner's obligation:

- 11.4.1. under clause 7.1.7. to provide Campiri with all the assistance that may be required of them and to take all steps necessary to ensure that the Rental takes place in accordance with the concluded Rental Agreement on the date agreed in the Rental Agreement, as well as to ensure the conclusion of an Insurance Contract covering the entire duration of the Rental, and so that Campiri can perform the Contract;
- 11.4.2. in accordance with clause 7.1.14, not to use any form of communication with the Prospective Renter for advertising purposes, including commercial communications and direct offers to the Prospective Renter;
- 11.4.3. in accordance with Article 9, to maintain confidentiality regarding information and documents provided to Campiri in connection with the performance of the Contract;
- 11.4.4. any other breach of the Terms and Conditions by the Partner which is not remedied even after a written notice from Campiri sent to the Partner at the e-mail address specified in the Partner's User Account within the period specified in such e-mail.

If Campiri terminates the Contract pursuant to this paragraph, Campiri shall be entitled to the Remuneration under paragraph 3.3. calculated from the Price List Rent for the relevant Booking of the brokered Rental Agreements cancelled for this reason.

**11.5. Termination by the Partner.** The Partner is entitled to terminate the Contract without notice on the grounds of a material breach of the Contract by Campiri; a material breach of the Contract by Campiri shall mean only a breach of Campiri's obligation:

- 11.5.1. to publish the Vehicles offered by the Partner for publication on the Website, or to enable their publication by the Partner, even upon the Partner's request and within a reasonable period specified by the Partner in such request, or otherwise within 30 days of delivery of the request;
- 11.5.2. to pay the Partner a Deposit in the amount of the Rent for concluded Rental Agreements in accordance with clause 7.2.6, even upon the Partner's request and within a reasonable period specified by the Partner in the request. If the Partner terminates the Contract in accordance with this paragraph, Campiri shall not be entitled to any Remuneration under clause 3.3. for brokered Rental Agreements which had to be cancelled as a result of the termination of the Contract.

**11.6. Obligations continuing after termination of the Contract.** The Parties' obligations which arose during the term of the Contract and have not yet been fulfilled, in particular, obligations arising from Rental Agreements already concluded, as well as obligations

which, by their nature as set out in the Terms and Conditions, are intended to continue even after the termination of the Contract, in particular the Party's obligations to compensate the other Party for any damage incurred or to pay a contractual penalty, shall not cease to exist upon termination of the Contract.

## **12. EXCLUSION OF LIABILITY**

- 12.1. **Limitation of Campiri's liability.** Campiri shall not be liable for the conclusion or performance of the Rental Agreement by either the Partner or the Prospective Renter.
- 12.2. **Waiver of the Right to Compensation.** A Partner who is not a Consumer hereby expressly waives their right to compensation for any damage from Campiri which has not been caused by Campiri intentionally or by gross negligence by breaching any of Campiri's obligations set out in these Terms and Conditions, in the Contract or in connection with the performance of the Contract; this provision does not apply to a Partner who is a Consumer. The Parties acknowledge that, pursuant to Section 2898 of the Civil Code, the right to compensation for damage caused intentionally, by gross negligence or in relation to fundamental human rights cannot be validly excluded or limited, and this provision does not affect that right.

## **13. GOVERNING LAW**

- 13.1. These Terms and Conditions, the contractual relationship between Campiri and the Partner, and all other related legal relationships, including those arising from liability for damage or other harm, shall be governed by the laws of the Czech Republic, in particular the Civil Code, to the exclusion of the conflict-of-laws rules of private international law.
- 13.2. All disputes arising from these Terms and Conditions, the contractual relationship between Campiri and the Prospective Renter, as well as related disputes, including disputes concerning the validity of concluded contracts, shall be resolved exclusively by the courts of the Czech Republic having local jurisdiction over Campiri's registered office.
- 13.3. The choice of law set out in clause 13.1 shall not affect the Consumer's rights arising from generally binding legal regulations otherwise applicable to the legal relationship between Campiri and the Consumer. The prorogation (choice of the court jurisdiction) set out in clause 13.2 shall not affect the rules governing the jurisdiction of courts in disputes with Consumers.

## **14. CHANGES TO THE TERMS AND CONDITIONS, PRICE LIST, APPLICATION AND OTHER SERVICES**

- 14.1. Campiri may unilaterally amend the Terms and Conditions for legitimate reasons. This applies in particular to the following cases:
- 14.1.1. adapting the Terms and Conditions to applicable or forthcoming legal or regulatory provisions;
  - 14.1.2. adapting the Terms and Conditions to a decision issued by a court, administrative authority, consumer protection agency or other competent

- authority that affects the content of the Terms and Conditions, the Website, the Application or the services provided by Campiri;
- 14.1.3. adjustments to the amount of membership fees and/or Campiri's remuneration or commission rates to reflect inflation and/or changes in Campiri's costs and/or market conditions;
  - 14.1.4. preventing the misuse or damage of Campiri's services, the Application or the Website, or for security reasons;
  - 14.1.5. taking into account changes to the content of the services provided by Campiri, including changes to business models and models of partnership;
  - 14.1.6. taking into account changes and developments in the way Campiri conducts its business;
  - 14.1.7. to take into account changes in market conditions or standard industry practice;
  - 14.1.8. making textual amendments to the Terms and Conditions (such as correcting grammatical or spelling errors), provided that such amendments do not alter the content or meaning of the Terms and Conditions.
- 14.2. If Campiri makes a change to the Terms and Conditions, it shall notify the Partner at least 15 days before the effective date of the changes by email or by other appropriate means, so that the Partner can familiarise themselves with the changes. If the Partner does not agree with the amended Terms and Conditions, they have the right to terminate the Contract in writing by the effective date of the changes to the Terms and Conditions, in which case the Contract shall terminate upon the entry into force of the new version of the Terms and Conditions. If the Partner does not terminate the Contract within the specified period, continued use of the Application and the User Account after the effective date of the changes to the Terms and Conditions shall constitute acceptance of the amended Terms and Conditions by the Partner.
- 14.3. Campiri is not required to follow the procedure described in the previous paragraph when amending the Terms and Conditions if:
- 14.3.1. Campiri is required by law, a court order or an administrative decision to implement the changes immediately or within a shorter timeframe;
  - 14.3.2. the changes are in accordance with clause 14.1.8, in which case the amended Terms and Conditions shall come into force upon publication and the Partner shall not be entitled to terminate the Contract.
- 14.4. Where the reason for amending the Terms and Conditions is such a fundamental change to Campiri's business model, Campiri's services, the Application or the User Account such that it is no longer possible for Campiri to fulfil its obligations under the original Terms and Conditions, and the Partner does not accept the new version of the Terms and Conditions prior to its entry into force, and/or does not select any of the newly offered Partnership Model, nor terminates the Contract by notice in accordance with paragraph 14.2 of this article of the Terms and Conditions, Campiri reserves the right to restrict the services provided and to limit the Partner's access to the User Account and the Application until such time as the Partner selects one of the

newly offered Partnership Models and/or accepts the amended Terms and Conditions, or terminates the Contract without notice period.

- 14.5. For the avoidance of doubt, the provisions of this Article of the Terms and Conditions also apply to changes to the Campiri Price List.
- 14.6. If the Terms and Conditions have been amended during the period from the conclusion of the Rental Agreement to the termination of the Rental, the original version of the Terms and Conditions shall apply to the legal relationship between Campiri and the Partner regarding the brokerage of this Vehicle.
- 14.7. The Website and the Application are subject to continuous development. Campiri continuously improves the Website and the Application and their functions. Campiri may notify the Partner of improvements and extensions to the Application's functions of a fundamental nature.
- 14.8. Campiri may adjust the scope of benefits it provides to Partners under the Campiri+ Club. Campiri shall notify the Partner of any changes.
- 14.9. Any changes to the Terms and Conditions published on the Website and in the Application shall apply immediately to Partners who complete the process of creating a User Account after such changes have been published on the Website or in the Application.

## **15. INFORMATION FOR CONSUMERS**

15.1. This section of the Terms and Conditions applies only to Partners who are Consumers.

15.2. Campiri hereby informs the Partner that:

- 15.2.1. The address of Campiri for delivery of documents to Campiri is the same as the address of Campiri's registered office stated above;
- 15.2.2. Campiri's telephone number is +420 608 258 390;
- 15.2.3. Campiri's e-mail address is [jedeme@campiri.cz](mailto:jedeme@campiri.cz);
- 15.2.4. No delivery fees shall be incurred and charged to the Partner;
- 15.2.5. The internet access and standard internet browser (Google Chrome, Mozilla Firefox, Microsoft Edge, Opera, Safari, etc.) are required for using the Website and Application;
- 15.2.6. The Partner is not entitled to withdraw from the Contract within 14 days of its conclusion, as the provision of the service under the Contract commences upon completion of the Registration, which enables the Partner to use the Application.
- 15.2.7. No costs are incurred by the Prospective Renter in relation to Campiri for the use of means of distance communication.
- 15.2.8. Details of the conclusion of the Rental Agreement, including these Terms and Conditions, are stored in Campiri's database, and the Partner has access to them via the Application or the e-mail confirming the Booking;
- 15.2.9. Campiri complies with all applicable and effective laws of the Czech Republic;

- 15.2.10. The Partner is obliged to comply with the obligations arising from the Contract and the Rental Agreement, as well as the applicable and effective laws of the Czech Republic;
- 15.2.11. Campiri is not bound by any codes of conduct. The rights of a Partner who is a Consumer arising from defective performance on the part of Campiri are governed, by Section 1914 et seq. of the Civil Code; detailed information on the exercise of rights arising from defective performance, including the complaints procedure, is contained in Campiri's Complaints Procedure available on the Campiri Website. A template of the withdrawal form is available on the Campiri Website.
- 15.3. Regarding consumer disputes, Campiri provides Partner with the following information:
- 15.3.1. Campiri handles consumer complaints via the e-mail address [jedeme@campiri.cz](mailto:jedeme@campiri.cz). We will send information regarding the resolution of the complaint to your e-mail address.
- 15.3.2. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, website: <http://www.coi.cz>, is responsible for the out-of-court resolution of consumer disputes arising from the Contract. The online dispute resolution platform at <http://ec.europa.eu/consumers/odr> may be used to resolve disputes between the seller and a buyer who is a consumer arising from a sales contract concluded by electronic means.
- 15.3.3. The European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, website: <http://www.evropskyspotrebitel.cz>, is the contact point pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013, on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).

## **16. OBLIGATIONS IN CONNECTION WITH DAC 7**

- 16.1. Pursuant to Council Directive (EU) 2021/514 of 22 March 2021 amending Directive 2011/16/EU on administrative cooperation in the field of taxation, and Act No. 164/2013 Coll., on international cooperation in tax administration, as amended (DAC 7), with effect from 1 January 2023, Campiri, as the platform operator and data controller, is obliged for each calendar year (reporting period), during which the Partner offers a Vehicle for Rental via the Website, or the Partner receives Rent in connection with offering a Vehicle for Rental via the Website, to collect and retain the following data on the Partner for the period prescribed by law, and to submit this data to the Financial Administration of the Czech Republic by 31 January of the calendar year following the reporting period:
- 16.1.1. name/company name,
- 16.1.2. residential address/registered office address,
- 16.1.3. all tax identification numbers or other similar numbers issued to the Partner, including all countries that have assigned such numbers, and if no tax identification number or other similar number exists, the Partner's place of birth (in the case of a natural person),

- 16.1.4. the Partner's tax identification number or other similar number for value added tax purposes, if available,
- 16.1.5. date of birth in the case of a natural person, the Partner's identification number or other similar number assigned to them abroad, if the Partner is a legal person, and
- 16.1.6. if the Partner is a legal entity, information on the existence of any permanent establishment through which the relevant activities are carried out in the reported country, specifying, where applicable, each reported country in which such a permanent establishment is located,
- 16.1.7. the bank account identifier and the name of its holder, if different from the Partner's name, as well as any other identification data available to Campiri in relation to this account holder,
- 16.1.8. for each quarter of the reporting period, details of the Remuneration, Insurance Fee, contractual penalty or other similar monetary or non-monetary consideration deducted or charged by Campiri during that quarter,
- 16.1.9. the total Rent received by the Partner during that quarter, and
- 16.1.10. the number of Vehicle rental offers made via the Website in respect of which the Partner received Rent in that quarter.

The Partner may exercise their data protection rights in connection with Campiri's collection of the above-mentioned data. Further information on exercising these rights can be found at <https://www.campiri.com/en-cz/privacy-terms>.

- 16.2. In connection with DAC 7, Campiri is obliged to verify whether the Partner has carried out the activity of offering a Vehicle for Rental via the Website during the reporting period, and to ascertain and verify the aforementioned data concerning the Partner for the reporting period. The Partner is obliged to provide Campiri with the necessary assistance for verification and investigation referred to in the previous sentence. If the Partner fails to provide Campiri with this necessary assistance, despite having been reminded twice by Campiri following the notification of the request for assistance, Campiri shall, at the earliest 60 days after the date of sending such a request, close the Partner's User Account on the Website and prevent them from re-registering, or shall not pay the Rent to such Partner, until the date on which the required assistance is provided.
- 16.3. In connection with DAC 7, Campiri is obliged to provide the Partner, by 31 January of the calendar year following the reporting period, with the information Campiri will report to the Financial Administration of the Czech Republic regarding the Partner.

## **17. OBLIGATIONS UNDER THE DSA REGULATION AND THE OPTION TO REPORT ILLEGAL CONTENT**

- 17.1. Under EU regulations, Campiri is a provider of an "intermediary service" and operates an "online platform"; furthermore, the operation of the Website and the Application may be classified as a "hosting" type of information society services, as a result of which it is obliged to comply with Regulation (EU) (EU) 2022/2065 on the Digital Services Act ("DSA"). This Article 17 of these Terms sets out important information regarding the

rights and obligations of both Campiri and you under the DSA concerning potential illegal content on the Website, the Application or elsewhere, in connection with the intermediation of Vehicle rentals.

- 17.2. **Contact Address.** You may contact Campiri in relation to the DSA and exercise your rights set out below. To do so, you may use Campiri's e-mail address: [jedeme@campiri.cz](mailto:jedeme@campiri.cz) or contact Campiri by mobile phone on +420 608 258 390. You may communicate with us in Czech and English via the contact details provided.
- 17.3. **Information on Content Moderation.** Campiri shall not actively monitor content on the Website, in the Application or elsewhere where a Prospective Renter may express an interest in renting your Vehicle. This applies to content posted by us, a Partner or a third party. However, we may review content on a random basis or upon notification by the relevant authorities, you or a third party. The purpose of any review is to determine whether the content in question breaches these Terms and Conditions, the Contract concluded between us, or generally applicable laws. If we determine that a breach has occurred, we may choose not to publish, hide or remove such content.
- 17.4. **Reporting illegal Content.** If you consider certain content to be illegal, you may report it to us. We recommend using the sample form, which is Annex 4 to these Terms and Conditions, and sending it to us via e-mail at [jedeme@campiri.cz](mailto:jedeme@campiri.cz). We will confirm receipt of your report and further inform you of our decision and the measures taken, including guidance on possible remedies. A similar procedure applies if someone reports content you have posted as illegal. In that case, we will also inform you without undue delay of our decision, including guidance on possible remedies. We handle all reports containing the necessary information without undue delay, with the utmost care and objectivity. If you do not provide us with complete information in accordance with Annex 4 of the Terms and Conditions, and if the report is made anonymously, you acknowledge that your report may not be processed due to a lack of information necessary to sufficiently identify the illegal content. We do not use automated tools, automated decision-making or algorithm-based decision-making to handle reports of illegal content.
- 17.5. A similar procedure to that described in the previous paragraph applies if someone reports content you have posted as illegal. In that case, we will also inform you of our decision without undue delay, including information on how to appeal against that decision. However, since the content you upload consists primarily of your personal data and vehicle details, we do not anticipate this occurrence.
- 17.6. **Reporting suspected criminal offences.** If the suspicion relates to a criminal offence which endangers the life or safety of a person or persons, we are obliged under the DSA to report our suspicion immediately to the relevant police authorities.

## 18. DATA PROTECTION

- 18.1. Information on the processing of the Partner's personal data is available on the Website and, where applicable, in the User Account.
- 18.2. For personal data protection and compliance with the obligations arising from Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data and the free transfer of such data, and repealing Directive 95/46/EC (GDPR), Campiri enters into a

personal data processing agreement in the form set out in **Annex 2 to these Terms and Conditions**.

## **19. FINAL PROVISIONS**

- 19.1. These Terms and Conditions, together with the Campiri Price List, form an integral part of the Contract.
- 19.2. Where these Terms and Conditions refer to paragraphs or articles without further specification as to which paragraphs or articles are meant, they refer to the paragraphs and articles in these Terms and Conditions.
- 19.3. The Partner expressly agrees that Campiri also acts as an intermediary in the conclusion of the Rental Agreement with the Prospective Renter.
- 19.4. Where the law, the Contract or these Terms and Conditions require communication in writing, it shall be sufficient if the message is sent by e-mail or other means of electronic communication that do not give rise to any doubt as to the content of the message and its sender.
- 19.5. A message sent by email shall be deemed to have been delivered at the moment the message is sent by email, unless the recipient of the message proves that the message did not come into their possession.
- 19.6. If it becomes apparent that any provision of these Terms and Conditions or the Contract is or has become invalid, ineffective or unenforceable contrary to the Partner's intention, or that such invalidity, ineffectiveness or unenforceability will inevitably arise (in particular as a result of a change in the relevant legislation), this shall not affect the validity, effectiveness or applicability of the other provisions of these Terms and Conditions or the Contract.
- 19.7. The Parties declare that they assume the risk of a change in circumstances pursuant to Section 1765(2) of the Civil Code. This provision shall not apply to a Partner who is a Consumer.
- 19.8. The Parties exclude the application of Sections 1799 and 1800 of the Civil Code (provisions concerning standard form contracts).
- 19.9. The following are annexes and form an integral part of these Terms and Conditions:
  - Annex No. 1 – Rental Agreement or Terms and Conditions for the Rental of a Motorhome and Caravan
  - Annex No. 2 – Personal Data Processing Agreement
- 19.10. These Terms and Conditions shall come into effect on **26 May 2026**.



## Annex No. 1

# TERMS AND CONDITIONS FOR THE RENTAL OF MOTORHOMES AND CARAVANS

(hereinafter also referred to as the “**Terms and Conditions**”)

(effective from **26 May 2026**)

## 1. INTRODUCTORY PROVISIONS

- 1.1. These Terms and Conditions form an integral part of the rental agreement (hereinafter **the “Rental Agreement”**), which is concluded in accordance with the provisions of Section 2321 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter **the “Civil Code”**), between the Owner of the Vehicle specified in the Confirmation (hereinafter **the “Owner”**) and you as the Renter (hereinafter **the “Renter”**). Under this Rental Agreement, the Renter is granted temporary use of the motorhome or caravan specified in this Rental Agreement (hereinafter **the “Vehicle”**), and the Renter undertakes to pay the Rent specified in this Rental Agreement for the use of this Vehicle. The Renter is obliged to notify the Owner without delay of any change in personal details, such as a change of registered office or place of residence, or any other changes that could jeopardise the fulfilment of their obligations.
- 1.2. Please note that, **under these Terms and Conditions, the Renter may be required to pay contractual penalties. However, these may only be imposed on the Renter for breaches of specific obligations under these Terms and Conditions. The specific wording of the provisions imposing an obligation on the Renter to pay contractual penalties is set out, in Articles 9.11, 9.15 and 10.4 of these Terms and Conditions and is highlighted in bold.**

## 2. DEFINITIONS

- 2.1. In these Terms and Conditions, you will find capitalised terms which have the meanings set out in the following definitions:
  - 2.1.1. **Alternative Vehicle** means a Vehicle provided as a replacement for the originally agreed Vehicle, which meets all of the following conditions: (a) it is located in the same or a comparably accessible location; (b) it has at least the same number of seats and sleeping berths as the originally agreed Vehicle; (c) it is equipped with the same type of gearbox (manual or automatic); (d) its year of manufacture does not differ by more than five (5) years from the year of manufacture of the originally agreed Vehicle; (e) it corresponds to the same or a higher category and overall standard than the originally agreed Vehicle; and (f) if the originally agreed Vehicle was equipped with any of the following features, the Alternative Vehicle must also be equipped with them: air conditioning in the living area, a bike rack, solar panels, a toilet and shower, winter equipment suitable for use in winter conditions, and the ability to transport animals under the same conditions. If any of the above parameters is not objectively available or cannot be met by the replacement Vehicle, the relevant condition shall be deemed to have been met if the Alternative Vehicle exhibits comparable or better characteristics in terms of functionality and user

comfort.

- 2.1.2. **Application** refers to the 'Campiri' web application, available on the Website following registration, through which Renter makes bookings, and the Owner concludes Rental Agreements with the Renter.
- 2.1.3. **Campiri** means the company Campiri s.r.o., with its registered office at Zubatého 295/5, Smíchov, 150 00 Prague 5, Company ID No.: 09283447, which, via the Application, arranges the Rental of the Vehicle and also arranges insurance for the Rental Period via the Website, and which is the operator of the Website and the Application.
- 2.1.4. **Rental Period** means the term of the Vehicle Rental, the start and end of which are determined by the date and time; it is set in the Rental Agreement. The Rental Period may be extended by mutual agreement no later than 24 hours before the expiry of the original Rental Period, based on a written Renter's request. If the Owner does not confirm the Renter's request for an extension of the Rental Period in writing, the Rental Period will not be extended. The Renter's request does not automatically entitle the Renter to an extension of the Rental Period, and it may only be extended with the Owner's consent.
- 2.1.5. **Security Deposit** means a security deposit in the amount specified in the Confirmation, which the Renter is obliged to pay upon handover of the Vehicle on the basis of the Handover Report for the purpose of covering any damage caused by the Renter during the use of the Vehicle, and further as security for the fulfilment of the Owner's other claims against the Renter described below, either in cash or by bank transfer upon handover of the Vehicle, unless the Parties agree otherwise. The amount of the Security Deposit, or information stating that no Security Deposit is required, must be specified in the Handover Report, which serves as proof of its payment by the Renter, and the amount of the refunded Security Deposit must also be specified in the Vehicle Return Report.
- 2.1.6. **Mileage Limit** refers to the maximum number of kilometres permitted for the entire duration of the Vehicle Rental. The Renter is obliged to pay the Owner in full a fee in the amount specified in the Handover Report for every 1 km in excess of the Mileage Limit, calculated based on the mileage recorded in the Handover Report and the Vehicle Return Report, unless otherwise agreed.
- 2.1.7. **Renter** means a natural or legal person who has concluded a Rental Agreement with the Owner.
- 2.1.8. **Rental Agreement** means the vehicle rental agreement concluded between the Owner and the Renter establishing the Rental; if Campiri acts as an intermediary in the conclusion of the Rental Agreement, the Rental Agreement is concluded remotely via the Application at the moment of confirmation of the Booking by the Owner; in the case of an Instant Booking, the Rental Agreement is concluded at the moment of logging the Booking in the Application, and a Confirmation is then sent to the Parties' e-mail addresses. The content of the Rental Agreement is determined by the details in the Confirmation and these Terms and Conditions. The Rental Agreement is concluded for a fixed term and generally expires upon the expiry of the agreed Rental Period.
- 2.1.9. **Rent** means the price agreed in the Rental Agreement, which the Renter undertakes to pay to the Owner for the Rental of the Vehicle pursuant to the Rental Agreement (or the Rent is paid in advance via Campiri). The Rent refers to the total amount for the Rental specified in the Confirmation, which also includes any voluntary surcharges paid by the Renter for the Owner's equipment and services beyond the basic equipment and

services, which the Renter may select prior to concluding the Rental Agreement (so-called Optional Equipment); The Rent does not include contractual penalties or the Deposit.

- 2.1.10. **Rental** means the legal relationship between the Owner and the Renter, under which the Owner is obliged to let the Vehicle to the Renter for temporary use and the Renter is obliged to pay the Rent to the Owner for the use of the Vehicle.
- 2.1.11. **Civil Code** means Act No. 89/2012 Coll., the Civil Code, as amended.
- 2.1.12. **Person authorised to drive the Vehicle** means the Renter, if the Renter is a natural person, and any other person whom the Renter has identified as such in the Rental Agreement and whose identity has been verified by the Owner prior to the handover of the Vehicle and whose details have been recorded in the Handover Report.
- 2.1.13. **Terms and Conditions** refer to the Owner's terms and conditions.
- 2.1.14. **The Terms and Conditions for Prospective Renters** mean the Terms and Conditions for Prospective Vehicle Customers available on the Website here: [Terms and Conditions | Campiri.com](https://www.campiri.com/terms-and-conditions).
- 2.1.15. **Confirmation** means the Confirmation of the conclusion of the Rental Agreement, which the Renter and the Owner will receive from Campiri at their e-mail address after the Rental Agreement has been concluded between the Owner and the Renter via the Application.
- 2.1.16. **Premises** means the Owner's Premises at the address specified in the Confirmation.
- 2.1.17. **The Handover Report and Vehicle Return Report** shall mean a written document in which the Owner and the Renter, upon handover and return of the Vehicle, record in particular, the condition of the Vehicle, any defects, damage or other non-compliance with the Rental Agreement, as well as a list of services provided and accessories included in the Rent. Upon handover and return of the Vehicle, photographic documentation capturing its condition shall also be taken, for the purpose of eliminating any doubts or disputes regarding the condition of the Vehicle. Photographic documentation of the Vehicle shall be sent to the Renter in electronic form to the e-mail address provided by the Renter at the time of handover of the Vehicle.
- 2.1.18. **Force majeure Obstacle** refers to an event that cumulatively meets the following criteria:
  - i. it objectively prevents one of the contracting parties from fulfilling any of its obligations under the Contract or the Rental Agreement (the objective impossibility is causally linked to this event);
  - ii. the relevant contracting party could not have discovered or foreseen this event, even with the exercise of due care, prior to the conclusion of the Contract or the Rental Agreement;
  - iii. this event is beyond the control of the contracting parties and neither contracting party could have prevented it.Cases of force majeure include, in particular, natural disasters (in particular fires, explosions, earthquakes, tidal waves, floods, epidemics); war, armed conflicts (whether war has been declared or not), invasion, acts of a hostile state, mobilisation, confiscation of property or embargoes; uprisings, revolutions or military, armed or violent seizures of power, or civil war; riots, gatherings or acts or threats of terrorism.
- 2.1.19. **Booking** means a confirmed Renter's request, based on which a Rental Agreement is concluded between the Owner and the Renter via the Application in accordance with the

## Terms and Conditions for Prospective Renters.

2.1.20. **Parties** means the contracting parties to the Rental Agreement, namely the Owner and the Renter.

2.1.21. **Vehicle** means a motorhome or caravan intended for temporary accommodation, which the Owner rents to the Renter and which is specified in more detail in the Rental Agreement and identified in the same way in the Handover Report.

2.1.22. **Force majeure** means an event that meets all of the following criteria:

- i. objectively (through no fault of the Party) prevents one of the Parties from fulfilling any of its obligations under the Rental Agreement or these Terms and Conditions (objective impossibility is causally linked to this event);
- ii. the relevant Party could not have discovered or foreseen this event, even with the exercise of due care, prior to the conclusion of the Rental Agreement;
- iii. this event is beyond the control of the Parties, and neither Party could have prevented it.

Cases of Force Majeure include, in particular, natural disasters (in particular fires, explosions, earthquakes, tidal waves, floods, epidemics); war, armed conflicts (whether war has been declared or not), invasion, acts of a hostile state, mobilisation, confiscation of property or embargoes; uprisings, revolutions or military, armed or violent seizures of power, or civil war; riots, gatherings or acts or threats of terrorism.

2.1.23. **Website** refers to the Campiri broker's website available at [www.campiri.cz](http://www.campiri.cz) or [www.campiri.com](http://www.campiri.com), on which Campiri offers vehicle rental brokerage services.

2.1.24. **Equipment** means, in particular, the equipment in the Vehicle, including the freshwater system (including filling), the waste water system (including drainage), heating and cooling, domestic hot water heating, the LPG cylinder system and its connection to the cooker, heating, fridge and chemical toilet.

### 3. CONCLUSION OF THE RENTAL AGREEMENT

3.1. If the Rental Agreement is concluded through Campiri as the Vehicle rental intermediary, the Rental Agreement is concluded remotely via the Application at the moment the Renter receives (or is shown) Confirmation of the Booking by the Owner; in the case of an Instant Booking, the Rental Agreement is concluded at the moment of logging of the Booking in the Application and the Confirmation is then sent to the Parties at their e-mail addresses by Campiri. The content of the Rental Agreement is determined by the details in the Confirmation and these Terms and Conditions.

3.2. **The Rental agreement (i.e. the Confirmation, including these Terms and Conditions) is sent to the Renter electronically to the e-mail address provided by the Renter to Campiri for this purpose when Booking the Vehicle.**

#### **4. PERSONS AUTHORISED TO DRIVE THE VEHICLE**

- 4.1. The Renter is not authorised to allow third parties to use the Vehicle, except Persons authorised to drive the Vehicle. A person authorised to drive the Vehicle must be **at least 21 years of age** as of the date of the Rental commencement, **and have held a Category B driving licence for at least 3 years**, and must also meet the conditions for driving the Vehicle on public roads in the areas where the Renter is authorised to use the Vehicle.
- 4.2. The Owner is entitled and obliged to verify the identity of the Renter and the Persons authorised to drive the Vehicle using identity documents before handing over the Vehicle to the Renter, to check their authorisation to drive the Vehicle using driving licences, and to record the necessary details in the Handover Report, to which the Renter consents by entering into the Rental Agreement.
- 4.3. The Owner is entitled and obliged to request from the Renter, prior to handing over the Vehicle, the documents proving that the relevant person is the Renter and that they hold a valid driving licence and a valid identity document, or that they meet the conditions for driving the Vehicle on public roads in the areas within which the Renter is authorised to use the Vehicle; the provisions of the preceding sentence also apply to Persons authorised to drive the Vehicle. If another person is acting on behalf of the Renter, they are obliged to prove to the Owner of their authorisation to act on behalf of the Renter. All documents submitted must be valid at least until the day following the date on which the Vehicle is to be returned to the Owner in accordance with the Rental Agreement.
- 4.4. The Renter must not drive the Vehicle after consuming alcohol, narcotic or psychotropic substances, medicines or substances that may affect perception and reaction times.

#### **5. SECURITY DEPOSIT**

- 5.1. The Owner is entitled to set off against the Security Deposit all claims against the Renter arising from these Terms and Conditions, the Rental Agreement, as well as from other contracts between the Owner and the Renter. The Owner is also entitled to deduct from this Security Deposit the rental price of the Vehicle in the event of an extension of the Rental Period, compensation for damage caused to the Vehicle during the Renter's use of it, the cost of refuelling, the cost of refilling AdBlue, as well as contractual penalties and additional charges for the Owner's services in accordance with clauses 9.11, 9.12, 9.15 and 10.4 of these Terms and Conditions. By entering into the Rental Agreement, the Renter agrees to the set-off of the Owner's aforementioned claims (in particular the Rent in the event of an agreed extension of the Rental Period, the cost of refuelling, refilling AdBlue and servicing the Vehicle after the return of the Vehicle and cost of repairs, compensation for any damage to the Vehicle, deductible for damage to the Vehicle, contractual penalties or any other charges associated with the Rental under these Terms and Conditions, vehicle towing and parking, as well as costs incurred in connection with the commission of a traffic offence or other administrative offence) against the Renter's claim for the return of the Security Deposit. The Security Deposit shall be paid either in cash or by bank transfer, if the Owner allows such non-cash transactions.
- 5.2. The Parties agree that the Security Deposit does not bear interest and the Renter is not entitled to any accrued interest.
- 5.3. If the Security Deposit was paid in cash, Owner shall return the Security Deposit, or the unused portion thereof, to the Renter without undue delay, also in cash. If the Security Deposit was paid

by the Renter by bank transfer, the Owner shall return the Security Deposit, or the unused portion thereof, within 14 days by bank transfer to the Renter's bank account. The Owner shall return the Security Deposit to the Renter in full only after the Renter has handed over the Vehicle to the Owner at the end of the Rental in accordance with these Terms and Conditions, fulfilled all their obligations relating to the termination of the Rental, and paid the Owner any outstanding debts arising from these Terms and Conditions and the Rental Agreement. For the avoidance of doubt, the Owner shall not return the Deposit or any unused portion thereof to the Renter until all claims of the Owner against the Renter, including any damage caused by the Renter, have been calculated and satisfied.

- 5.4. In the event of an insured event, the Security Deposit shall be returned to the Renter only after the insured event has been settled by the insurance company, unless otherwise specified. The Owner shall determine which damage affecting the Vehicle constitutes an insured event.

## **6. HANDOVER OF THE VEHICLE**

- 6.1. The Owner undertakes to hand over the Vehicle to the Renter or a person authorised by the Renter in a condition corresponding to the description of the Vehicle on the Website and as per the Confirmation, and fit for use on public roads in accordance with the applicable laws of the Czech Republic, washed, tidy and clean, including the mandatory equipment and necessary documents and everything required for the proper use of the Vehicle within the territory of the Czech Republic, in particular the vehicle registration certificate and the International Certificate of Valid Compulsory Motor Vehicle Liability Insurance (so-called the green card). The specific accessories and documents that the Owner shall hand over to the Renter together with the Vehicle are listed in the Handover Report. The Owner shall hand over the Vehicle to the Renter at the start of the Rental Period and at the location agreed by the Parties in the Rental Agreement (as specified in the Confirmation), or otherwise at the Premises. The handover the Vehicle to the Renter shall take place at the time specified in the Confirmation, unless the Parties agree otherwise.
- 6.2. The Renter or a person authorised by the Renter shall attend the handover of the Vehicle at the place and time specified in the Confirmation and in a condition capable of driving the Vehicle in accordance with applicable legal regulations. If the Renter is unable to drive due to a sudden injury or illness, handover of the Vehicle is only possible if a Person authorised to drive the Vehicle, of whom the Renter has informed the Owner in advance, is in a condition fit to drive. If the Vehicle is picked up by a person other than the one named as the Renter of the Vehicle in the Confirmation, this person authorised by the Renter must present a power of attorney with an officially certified signature to hand over of the Vehicle, unless the Parties agree otherwise.
- 6.3. Upon handover of the Vehicle, the Renter, or a person authorised by them, is obliged to prove their identity to the Owner by presenting a valid ID and a valid driving licence for the Vehicle.
- 6.4. Upon handover of the Vehicle, the Renter and the Owner shall inspect the condition of the Vehicle, identify any defects and damage found, and compare these with any pre-existing damage to the Vehicle as recorded in the Vehicle Damage Report. If they find any further damage or defects not listed in the Vehicle Damage Report, the Owner is obliged to confirm this new damage to the Vehicle and record it in the Handover Report. Later complaints will not be considered. The Renter is liable for any damage to the Vehicle not listed in the Vehicle Damage Report, the Handover Report, or otherwise documented when recording the condition of the Vehicle upon handover, in accordance with Article 10.1 of the Terms and Conditions. Upon

handover, the Owner shall also instruct the Renter on the location of each piece of Equipment, explain its function and how to use it. Upon handover of the Vehicle, the Parties shall fill out a Handover Report, by signing which the Renter confirms that they have been made aware of the condition of the Vehicle, of all information necessary for the proper use of the Vehicle and Equipment, as well as for their proper maintenance.

## **7. RETURN OF THE VEHICLE**

- 7.1. The Renter is obliged to return the Vehicle to the Owner by the end of the Rental Period, at the time and place specified in the Confirmation or as agreed by the Parties; otherwise, at the Premises on the day the Rental Period ends during the Premises' opening hours; return outside the Premises' opening hours is only possible by prior agreement and for a flat-rate fee of CZK 1,500 incl. VAT. In the event of the Renter's delay in returning the Vehicle, the Owner is entitled to claim payment of a contractual penalty in accordance with Article 10.4.1 of these Terms and Conditions.
- 7.2. The Renter is obliged to return the Vehicle to the Owner with all Equipment and accessories listed in the Handover Report and in the condition in which the Vehicle (together with the Equipment and accessories) was upon handover to the Renter, considering normal wear and tear resulting from proper use. Smoking, including the use of electronic cigarettes, is strictly prohibited in the Vehicle. **The Renter is obliged to return the Vehicle:**
- **tidy and clean, including all provided Equipment and accessories,**
  - **with the wastewater tank emptied and the toilet emptied and clean,**
  - **with a full tank of the type of fuel specified in the Handover Report or, where applicable, the vehicle registration certificate,**
  - **with no AdBlue low warning (no warning light illuminated).**
- 7.3. Should the Renter breach the obligation under Clause 7.2 above, they shall be obliged to pay the Owner a contractual penalty in accordance with Clause 10.4.3 of these Terms and Conditions.
- 7.4. When the Renter returns the Vehicle to the Owner, an inspection of the condition, damage and cleanliness of the Vehicle shall be conducted, and a Vehicle Return Report shall be filled out. By refusing to sign the Vehicle Return Report, the Renter does not absolve themselves of liability for any damage that may be discovered, and the Renter is obliged to reimburse the Owner immediately for any new damage to the Vehicle. The Owner is also entitled to compensation for any hidden damage to the Vehicle (in particular damage to the engine or chassis, or refuelling with the wrong type of fuel) caused by the Renter, which could not be detected during the inspection of the Vehicle's condition upon its return, i.e. including damage not listed in the Vehicle Return Report nor evident from the photographic documentation taken upon the Vehicle's return.

## **8. OBLIGATIONS OF THE OWNER**

- 8.1. The Owner shall be liable to the Renter or third parties only for loss and damage incurred by them in direct connection with the Rental of the Vehicle or its use, caused by the Owner's fault. The Owner shall not be liable for damage or lost profit incurred by the Renter or any other person in connection with the inability to use the Vehicle, whether temporarily or permanently.
- 8.2. The Owner reserves the right, in the event of technical problems, damage to the Vehicle or other circumstances preventing its further use by the Renter (in particular theft or a total loss, servicing by the Vehicle manufacturer or Force Majeure), to provide the Renter with a replacement vehicle

corresponding to the Vehicle's specifications in terms of passenger and sleeping capacity and driving licence requirements. The choice of the replaced Vehicle remains with the Owner.

- 8.3. During the term of the Rental Agreement, the Owner is obliged to provide the Renter, at the Renter's request, with assistance consisting of instructions on arranging for the repair of the Vehicle in the event of a breakdown or damage, as well as in the event of a traffic accident.

## 9. OBLIGATIONS OF THE RENTER

- 9.1. The Renter is required to use the Vehicle in a manner customary for the type and condition of the Vehicle, in accordance with all technical and design parameters, and solely for the purpose for which it is intended. The Renter is entitled to use the Vehicle only in territories for which the Owner has arranged valid motor vehicle liability insurance (so-called "Green Card"). The Renter undertakes to use the Vehicle in accordance with the applicable road traffic regulations relating to the territory where the Renter is using the Vehicle and must not make any modifications to the Vehicle or soil or otherwise damage the Vehicle, including its accessories and Equipment. The Renter is obliged to comply with all traffic, customs and other legal regulations in force in the country in which the Vehicle is being used. The Renter is further obliged to maintain the correct levels of operating fluids (coolant, AdBlue), lubricants (engine oil) and the correct tyre pressure recommended by the manufacturer or the Owner. The Renter hereby acknowledges that **the maximum speed when driving over speed bumps or speed humps with a motorhome is 5 km/h and the maximum load on the bike rack for motorhomes is 60 kg (max. 15 kg per rail), unless the Owner expressly provides the Renter with different information.** Furthermore, the Renter hereby acknowledges that **the maximum recommended driving speed for the motorhome is as stated in the Vehicle's registration document; these restrictions apply unless the Owner specifies otherwise in the Handover Report.**
- 9.2. The Renter is obliged to secure the Vehicle against theft, misuse or damage, and when using the Vehicle, the Renter is obliged to ensure that such use does not cause injury or loss of life to any person, nor cause damage to the interior or exterior of the Vehicle, nor to the property of third parties, and to comply with the ban on smoking in the Vehicle, including the use of electronic cigarettes.
- 9.3. The Renter **must not, except Persons authorised to drive the Vehicle, allow a third person to use the Vehicle, even free of charge.** The Renter bears full responsibility for any damage caused to the Vehicle as a result of unauthorised use of the Vehicle.
- 9.4. The Renter is **obliged to inform the Owner of any damage to or soiling of the Vehicle that does not prevent the Vehicle from being driven at the latest upon arrival at the Vehicle return point,** and before returning the Vehicle keys. The Renter acknowledges that a breach of this obligation entitles the Owner to a contractual penalty in accordance with Clause 10.4.8 of the Terms and Conditions.
- 9.5. In the event of a breakdown of the Vehicle, the Renter is obliged to provide full assistance to the Owner in resolving the situation, in particular, to:
- a) notify the Owner of the breakdown immediately and follow the Owner's instructions,
  - b) allow access to the Vehicle for the purpose of carrying out repairs or arranging for it to be towed,
  - c) accept any restrictions on the use of the Vehicle.



- 9.6. The Renter is **obliged to immediately notify the Owner of any accident, damage to the Vehicle, including theft or unauthorised use of the Vehicle or other damage to the Vehicle**, and to inform the Owner of the nature and extent of the damage or breakdown, any damage caused to a third party's property or injury to life or health, **to complete the accident report carefully and in full and to take photographs of the accident scene**, and to hand this report over to the Owner upon returning the Vehicle, and to follow the Owner's instructions and simultaneously report the accident, theft or unauthorised use of the Vehicle to the police or a similar authority of the relevant country and to obtain from that authority a confirmation of involvement in the traffic accident; or, where applicable, an official report, and to provide the police or similar authority with the necessary assistance in investigating an offence or criminal offence relating to the Vehicle. In the event of any insured event, the Renter is obliged to provide the Owner with all necessary cooperation, particularly in connection with the settlement of the insured event; in cases where statutory or comprehensive insurance does not cover the damage caused by the Renter in full, the Renter is obliged **to pay the uncovered portion of the damage and in cases where the insurance does not cover the damage at all, the Renter is liable for the full amount of the damage**.
- 9.7. The Renter **must immediately notify the Owner of any other fault that prevents the Vehicle from being driven** and follow the Owner's instructions.
- 9.8. The Renter may carry out or arrange for urgent repairs to the Vehicle that cannot be postponed, only with the Owner's proven consent and only at the manufacturer's authorised service centres, unless the Parties agree otherwise; for the Owner to reimburse the Renter's costs, the Renter is obliged to obtain a receipt or other tax document for the repair.
- 9.9. The Renter is obliged to accept restrictions on the use of the Vehicle to the extent necessary for the repair of the Vehicle and the Equipment therein, without being entitled to a discount on the Rent; The Renter shall allow the Owner to inspect the Vehicle for the purpose of checking its condition and manner of use at any time during the term of the Rental.
- 9.10. **The Renter shall bear the costs associated with the use of the Vehicle both in the Czech Republic and abroad, including tolls and any other charges associated with using of the Vehicle on public roads. The Renter shall bear full liability for any offence or similar unlawful act committed during the period from the handover to the return of the Vehicle, as recorded in the Handover Report and the Vehicle Return Report.** The Renter is obliged to provide the relevant administrative authorities, the Owner and the Owner's insurance company with all necessary assistance required for the full investigation of the claim and its settlement, or, where applicable, for its consideration in court proceedings.
- 9.11. **If an administrative authority imposes a fine on the Owner, pursuant to Section 125f et seq. of Act No. 361/2000 Coll., for a traffic offence for a breach of road traffic regulations caused by the Vehicle during the term of the Rental Agreement and an obligation to pay the costs of the related administrative proceedings, the Renter acknowledges that the Owner shall pay the fine for the traffic offence in full, together with the costs of the related administrative proceedings, and shall claim this amount in full from the Renter. Furthermore, the Owner is entitled to charge the Renter a lump sum administrative fee of CZK 625 for the administration associated with each offence. In the event of a request from an administrative authority to disclose the identity of a driver suspected of committing a traffic offence or other unlawful conduct involving the Vehicle, the Renter agrees that the Owner shall provide all requested information to the relevant administrative authority and is entitled to charge the Renter a lump sum administrative fee of CZK 625 for each request. Payments under this paragraph of the Terms and**

**Conditions are due within 3 working days of the Renter's delivery of the payment notice. Upon the expiry of the maturity date, interest on arrears at the statutory rate shall accrue on the outstanding amount. The provisions of this clause of the Terms and Conditions shall apply mutatis mutandis to situations where a breach of road traffic regulations occurs abroad.**

- 9.12. The Owner may install a **GPS device** in the Vehicle for the purpose of protecting its property, locating the Vehicle and resolving insurance or damage claims. Records of speed or driving behaviour may only be used as supplementary evidence in the settlement of a claim or to prove a breach of contractual obligations. The Renter is obliged to inform all Persons authorised to drive the Vehicle of the installation of the GPS device.
- 9.13. If the Renter uses the Vehicle outside the Czech Republic, the Renter is obliged, at their own expense and risk, to obtain the relevant permits and to comply with the applicable laws of that country. The Renter shall be liable to the Owner for any damage arising from a breach of this obligation and, in the event that the Vehicle is detained or seized abroad, the Renter is obliged to take all possible measures to secure the release of the Vehicle and to pay the Rent in full for the entire period. In this case, the Rental Period shall not end until the return of the Vehicle to the Owner. The Renter is obliged to pay for any damage incurred by the Owner in connection with the detention or seizure of the Vehicle, as well as for towing, parking abroad, and its return to the Owner.
- 9.14. The Renter acknowledges that the Vehicle is intended for travel and recreational use and must not be used as a commercial vehicle (e.g. for the transport of materials or cargo), or in any manner other than that for which it is intended or expressly agreed.
- 9.15. Unless otherwise agreed in the Handover Report, the Parties hereby confirm that the Renter is authorised to use the Vehicle within the territory of the Czech Republic. Travel outside the territory of the Czech Republic is permitted only within the territory of the countries of continental Europe, and only if the Renter and the Person authorised to drive the Vehicle, - if different from the Renter, hold a valid international driving licence (this does not apply if the Renter and the driver hold a valid driving licence issued by a Member State of the European Union, or by Norway, Iceland, Switzerland or Liechtenstein). **Entry is prohibited into the following countries:** Russia, Belarus, Ukraine, Moldova, Georgia, Armenia, Kazakhstan, Kyrgyzstan, Azerbaijan, Tajikistan, Turkmenistan, Uzbekistan, Turkey, Iraq and other countries in Asia or Africa; furthermore, entry with the Vehicle is not permitted into the territory of countries or regions where a state of war, mobilisation or a state of emergency, nor into territories under an unrecognised or separatist regime (in particular such territories of Bulgaria, Serbia, Romania, Montenegro and Cyprus), nor into countries where insurance does not apply; hereinafter "**Prohibited Countries**"). Entering the territory of the aforementioned countries constitutes a material breach of the Terms and Conditions. **In such a case, the Renter is obliged to pay the Owner the contractual penalty specified in Article 10.4. of the Terms and Conditions and to compensate the Owner in full for any damage incurred. As entry into the territory of Prohibited Countries is not covered by insurance, the Renter further acknowledges that in the event of a breach of the obligation set out in this clause of the Terms and Conditions, no agreed limitations of liability for damage to the Vehicle shall apply, and the Renter shall bear full liability for damage to or theft of the Vehicle, injury to the life or health of a third party, and damage to a third party's property.**

## 10. LIABILITY

- 10.1. The Renter is liable to the Owner for any damage (including lost profits) to the Vehicle caused by the Renter or by persons whom the Renter permits to use the Vehicle, including Persons authorised to drive the Vehicle, during the period from the handover to the return of the Vehicle as recorded in the Handover Report and the Vehicle Return Report; the amount of compensation for damage corresponds to the Owner's full costs of restoring the Vehicle to its original condition prior to the damage, i.e. in particular the cost of repairing the Vehicle, including related costs of an authorised service centre, the cost of new original spare parts, mechanical work, painting, transport, administrative costs and loss of profit during the period the Vehicle is out of service. The Owner is entitled to decide on the method of repair. The Owner hereby informs the Renter that in the event of damage to the Vehicle and its components (both exterior and interior), the damage shall be resolved by replacement with a new original spare part. Damage to the Vehicle is deemed to be any change in condition compared to the handover of the Vehicle which requires repair, replacement of a part, professional cleaning or reduces the value of the Vehicle, regardless of the cause. Damage includes, in particular, scratches, scuffs or deformation of the bodywork, plastics, decals, windows, wheels or accessories; damage to the interior or Equipment; excessive soiling requiring professional cleaning; odours; damage to the Vehicle's technology; or the loss of its parts or accessories. Wear and tear of the Vehicle resulting from normal use does not constitute damage. However, normal wear and tear of the Vehicle resulting from regular use **does not include** any mechanical damage, scratches or scuffs to the Vehicle's paint, windows or decals of the Vehicle, nor any other deterioration in the Vehicle's appearance, even if such damage occurred during the regular use of the Vehicle. In case of doubt as to whether the issue constitutes normal wear and tear or damage, it shall be deemed to be damage. The Handover Report and the Vehicle Return Report, photographic documentation taken at the time of handover and return of the Vehicle, and the Owner's assessment shall be decisive for the assessment of the Vehicle's condition.
- 10.2. If the Renter returns or arranges for the return of the Vehicle without the Vehicle accessories listed in the Handover Report, or returns them in a damaged or destroyed condition, the Renter is obliged to compensate the Owner for the damage at the cost of purchasing new accessories, including the delivery of the accessories.
- 10.3. **The Owner may also claim compensation from the Renter in the form of actual damages, including any contractual penalties (cancellation fees), as well as loss of profit, i.e. reimbursement for the loss of rent in an amount corresponding to the agreed rent, if the Renter returns the Vehicle damaged or without documents and accessories, or fails to return the Vehicle properly at all, etc., up to the date on which the Owner can rent the Vehicle in good condition to another renter (i.e. for example, for the duration of the Vehicle's repair). Lost profits include the rent and other fees paid for the subsequent rental of the Vehicle by another renter, whose following booking needed to be cancelled due to the reasons stated above on the part of the Renter.**
- 10.4. **In the event of a breach of the following obligations by the Renter, the Owner is entitled to payment of contractual penalties in the amounts set out below:**
- 10.4.1. **If the Renter fails to return the Vehicle or fails to arrange for the return of the Vehicle within 1 hour of the expiry of the Rental Period specified in the Confirmation, or the period agreed between the Parties, the Owner is entitled to charge the Renter a lump-sum contractual penalty of CZK 3,000. If the Renter fails to return the Vehicle or arrange for its return even on the agreed return date, the Renter shall be obliged to pay the Owner a contractual penalty of CZK 10,000 for**

each day the Renter's delay, including any commenced day, in returning the Vehicle; the contractual penalties under this sub-paragraph do not apply to situations where the Renter is unable to return the Vehicle due to a technical fault with the Vehicle, of which the Owner has been informed in a timely manner.

- 10.4.2. If the Renter returns the Vehicle or arranges for its return before the expiry of the Rental Period for any reason, the Renter shall not be entitled to a refund of the Rent already paid or to any other financial or non-financial compensation.
- 10.4.3. If the Renter returns the Vehicle or arranges its return with an unfilled fuel tank or with an AdBlue low-level warning (with the AdBlue indicator light illuminated), the Renter shall be obliged to pay the Owner a contractual penalty of CZK 1,000 for refuelling the missing fuel or AdBlue, together with the actual cost of the refuelled fuel or AdBlue, for each item.
- 10.4.4. If the Renter returns the Vehicle or arranges its return:
- with the grey water tank not emptied, the Renter is obliged to pay the Owner a contractual penalty of CZK 1,000;
  - with an unemptied toilet cassette, the Renter is obliged to pay the Owner a contractual penalty of CZK 3,000;
  - with unwashed dishes, the Renter is obliged to pay the Owner a contractual penalty of CZK 1,000.
- 10.4.5. If the Renter returns the Vehicle, or arranges for its return, in a condition that is dirtier than is customary for the usual use of the Vehicle or untidy, the Renter shall be obliged to pay the Owner a contractual penalty of between CZK 500 and CZK 5,000, depending on the extent of the soiling. If smoking has taken place in the Vehicle in breach of Clause 7.2 of the Terms and Conditions, the Renter shall be obliged to pay the Owner a contractual penalty of CZK 10,000. In the event of an extremely soiled Vehicle (soiling by oil, tarmac, paint, odours, etc.), the Renter shall be obliged to pay a contractual penalty of between CZK 5,000 and CZK 15,000, depending on the extent of the soiling.
- 10.4.6. If the Renter returns or arranges the return of the Vehicle without the vehicle registration certificate, green card and other documentation provided in accordance with the handover report, the Renter shall be obliged to pay the Owner a contractual penalty of CZK 5,000 for each document not returned.
- 10.4.7. If the Renter returns or arranges the return of the Vehicle without the Vehicle's ignition key or without the key to the Vehicle's campervan body, the Renter shall be obliged to pay the Owner a contractual penalty of CZK 7,000 for each key, or if the Renter returns or arranges the return of the Vehicle without the key to the bike rack, the Renter shall be obliged to pay the Owner a contractual penalty of CZK 1,500 for each key.
- 10.4.8. If the Renter breaches the provisions of clause 9.4 of the Terms and Conditions by failing to report to the Owner any damage or soiling of the Vehicle that does not prevent its operation no later than before returning the keys to the Vehicle, the Renter shall be obliged to pay the Owner a contractual penalty of CZK 2,000 for each breach. If the Renter breaches the provisions of clause 9.6 or 9.7 of the Terms and Conditions by failing to report to the Owner an accident, an insured event, unauthorised use of the Vehicle, the occurrence of any damage to a third party's

**property or injury to life or health in connection with the operation of the Vehicle immediately after their occurrence (including faults and the need for repairs to the Vehicle), as a result of which the Vehicle is incapable for use, or the Vehicle becomes legally unfit for use, or if the Renter, in breach of clause 9.8. of the Terms and Conditions, carry out repairs or servicing of the Vehicle without the Owner's consent, the Renter shall be obliged to pay the Owner a contractual penalty of CZK 10,000.**

**10.4.9. If the Renter damages the Vehicle through their own fault (whether intentionally or through negligence), the Renter is obliged to pay the Owner a contractual penalty of CZK 2,000 for each case of damage.**

**10.4.10. If the Renter crosses the border into a Prohibited Country with the Vehicle, the Renter shall be obliged to pay the Owner a contractual penalty of CZK 100,000.**

**10.4.11. The Renter shall be liable for any breach of the Terms and Conditions by a Person authorised to drive the Vehicle or by any other person with the Renter's consent or with the Renter's knowledge, as if the Renter had breached the Terms and Conditions themselves.**

**10.4.12. Payment of the contractual penalty under this Article 10.4 of the Terms and Conditions does not affect the Owner's right to claim damages.**

10.5. In the event of damage, loss or theft of accessories listed in the Vehicle Handover Report, comprehensive insurance does not apply; the same applies in the event of a third party breaking into the Vehicle and stealing accessories or items located inside the Vehicle; such damage will, where applicable, be deducted from the Security Deposit.

10.6. The Owner shall be entitled to payment of contractual penalties, in particular, but not exclusively, upon identification of a breach of the Terms and Conditions in the Handover Report, based on which the Renter is obliged to pay contractual penalties. Contractual penalties are due within 5 days of the Owner's entitlement arising. The Owner is entitled to set off the contractual penalties against the Security Deposit, to which the Renter expressly agrees. The Renter's obligation to pay the Owner a contractual penalty does not affect the Owner's right to claim full compensation for damages in addition to the contractual penalty.

10.7. A breach of the Renter's obligations set out in Articles 4, 6, 7 and 9 of these Terms and Conditions constitutes a material breach of these Terms and Conditions.

10.8. If the Renter or any Person authorised to drive a vehicle parks their private vehicle free of charge on the Premises or at any other agreed location, they do so at their own risk, and the Owner shall not be liable for any damage caused to the vehicle for which the Owner is not responsible, including Force Majeure.

## **11. TERMINATION OF THE RENTAL AGREEMENT AND CANCELLATION TERMS**

### **A/ Withdrawal from the Rental Agreement by the Renter**

11.1. **General rule.** The Renter is entitled to withdraw from the Rental Agreement under the conditions set out in this clause and in the Terms and Conditions for Prospective Renters. In the event of any conflict between this clause and the Terms and Conditions for Prospective Renters, the Terms and Conditions for Prospective Renters shall prevail.

- 11.2. **Free Cancellation Period.** The Renter is entitled to withdraw from the Rental Agreement without paying any cancellation fee within 48 hours of the conclusion of the Rental Agreement (hereinafter the "Free Cancellation Period"), via the Application. If the Renter exercises this right, the Rental Agreement shall terminate, and the Owner shall not be entitled to any consideration under the Rental Agreement; Campiri shall immediately inform the Owner via the Application and refund the Renter the full amount of the deposit paid.
- 11.3. **Cancellation Fees.** The Renter is entitled to withdraw from the Rental Agreement, subject to the obligation to pay a cancellation fee calculated as a percentage of the Rent in accordance with the following rules:
- a) 0% of the total Rent upon withdrawal from the Rental Agreement within 2 days of its conclusion (Free Cancellation Period);
  - b) 25% of the total Rent upon withdrawal from the Rental Agreement from the 3rd day after its conclusion up to 30 days before the agreed commencement date of the Rental;
  - c) 50% of the total Rent upon withdrawal from the Rental Agreement from the 30th day up to the 14th day before the agreed commencement date of the Rental;
  - d) 100% of the total Rent upon withdrawal from the Rental Agreement from the 14th day before the agreed commencement date of the Rental.
- 11.4. **Waiver of the Cancellation Fee.** Campiri may waive or refund the Cancellation Fee to the Renter in full or in part if the Renter proves that the withdrawal from the Rental Agreement was due to Force Majeure, a provable breach of the Owner's obligations, or other justified circumstances. The Owner shall fully respect Campiri's decision.
- 11.5. **Information on the right of withdrawal.** A Renter who is a consumer within the meaning of Section 419 of the Civil Code acknowledges that the Rental Agreement is a contract for the rental of a means of transport on a specified date within the meaning of Section 1837(j) of the Civil Code, and the Renter therefore has no statutory right to withdraw from the Rental Agreement within a 14-day period pursuant to Section 1829 of the Civil Code. This does not affect the Renter's right to withdraw from the Rental Agreement under the conditions set out in this article of the Terms and Conditions.
- 11.6. **Cancellation insurance in the event of withdrawal from the Rental Agreement by the Renter.** If the Renter has purchased a cancellation insurance product brokered by a third party via the Website, the payment for this product is not part of the Rent and will not be refunded to the Renter in the event of withdrawal from the Rental Agreement; this fact does not affect the amount of the Cancellation Fee or the Owner's claims under this clause.

#### **B/ Withdrawal from the Rental Agreement by the Owner**

- 11.7. **Withdrawal by the Owner.** The Owner is entitled to withdraw from the Rental Agreement if the Renter has failed to pay the Security Deposit or part thereof properly and on time. **In the event of withdrawal by the Owner for this reason, a Cancellation Fee shall be charged to the Renter in accordance with clause 11.3.**
- 11.8. **Failure to commence the Rental due to reasons attributable to the Renter.** If the Rental has not commenced and the Vehicle has not been handed over on the date agreed in the Rental

Agreement because the Renter has failed to fulfil their obligation to provide the Owner or Campiri with all necessary assistance and to take all steps to ensure that the Rental commences and the Vehicle is handed over in accordance with the Rental Agreement (in particular, the Renter failed to attend to collect the Vehicle or failed to present the required documents), the originally agreed start date of the Rental shall be deemed to be the date of the Renter's withdrawal from the Rental Agreement. In such a case, the Renter will be charged a Cancellation Fee amounting to 100% of the Rent, and the Renter is not entitled to compensation under the cancellation insurance, if they have purchased this product.

**11.9. Termination of the Rental Agreement by the Owner due to serious damage to the Vehicle.**

The Owner is entitled to terminate the Rental Agreement through Campiri in the event of serious damage to the Vehicle that renders it inoperable, provided that, despite all reasonable efforts, it is objectively impossible to have the Vehicle repaired before the agreed commencement date of the Rental. The Owner is obliged to provide Campiri with evidence of these facts immediately after they occur, or after the Owner becomes aware of them or could have become aware of them. In such a case, the Owner is obliged to return to Campiri all Deposits already received within 5 days of delivery of a request for their return; Campiri shall refund these funds to the Renter. The Owner is further obliged to offer the Renter an Alternative Vehicle.

**11.10. Alternative Vehicle.** If the Owner or Campiri offers the Renter an Alternative Vehicle in place of the originally agreed Vehicle, the Renter is obliged to accept this offer. Upon the Renter's acceptance of the offer, a new Rental Agreement is concluded under terms comparable to the original Rental Agreement, and the original Rental Agreement is cancelled without any penalties for either Party. If the Renter refuses an Alternative Vehicle meeting the above requirements without objectively justified reasons, they shall not be entitled to a refund of the Deposit or the Rent, and it shall be deemed as if the Renter had withdrawn from the Rental Agreement.

**11.11. Cancellation insurance in the event of withdrawal by the Owner.** If the Renter has purchased a cancellation insurance product arranged by a third party via the Website, and the Owner subsequently withdraws from the Rental Agreement for reasons attributable to the Owner, the Owner is obliged to reimburse the Renter for the costs incurred for the cancellation insurance.

**11.12. Compensation for damages.** For the avoidance of doubt, if the Rental Agreement is cancelled by the Owner for reasons attributable to the Owner, the Owner is obliged to compensate the Renter for all damages, including all costs incurred by the Renter as a result of the cancellation of the Rental Agreement.

**C/ Withdrawal from the Rental Agreement due to Force Majeure and the technical condition of the Vehicle**

**11.13. Failure to commence the Rental due to Force Majeure.** If the Rental cannot be commenced on the date agreed in the Rental Agreement due to Force Majeure, both the Owner and the Renter have the right to withdraw from the Rental Agreement. In such a case, the Owner shall, via Campiri, refund the Deposit paid by the Renter within 14 days of the termination of the Rental Agreement, or, upon agreement with the Renter, issue a voucher for the value of the Deposit, based on which the Renter may make a new Booking via the Application. *If the Renter is a consumer within the meaning of Section 419 of the Civil Code, a voucher may be issued instead of a refund of the Deposit only upon Renter's express agreement.*

## **12. TERM OF THE RENTAL AGREEMENT**

- 12.1. The Rental Agreement shall remain in force for the Rental Period. This shall not preclude the Parties' obligations which, in accordance with these Terms and Conditions or with legal regulations, are intended to continue even after the end of the Rental Period.
- 12.2. The Owner is entitled to terminate the Rental Agreement without notice if the Renter materially breaches their obligations under Clause 10.7 of these Terms and Conditions or the Rental Agreement.
- 12.3. The Renter is entitled to terminate the Rental Agreement without notice if the Owner breaches its obligation to properly hand over the Vehicle to the Renter on the agreed commencement date of the Rental as specified in the Rental Agreement (as stated in the Confirmation), or in accordance with Clause 6.1 of these Terms and Conditions. In such a case, the Renter is entitled to a refund of the proportionate part of the Rent for the unused Rental Period.
- 12.4. The Renter's obligations arising during the term of the Rental Agreement and were not fulfilled by the end of the Rental Period, as well as obligations which, by their nature, arise from these Terms and Conditions, the Rental Agreement or legal regulations, shall survive the termination of the Rental Agreement, of which these Terms and Conditions form part; in particular, the Renter's obligations to compensate for any resulting damage incurred or to pay a contractual penalty shall not lapse upon termination of the Rental Agreement.

## **13. SPECIAL PROVISIONS FOR THE PROTECTION OF THE OWNER'S PROPERTY**

- 13.1. The Owner reserves the right not to hand over the Vehicle to the Renter and to withdraw from the Rental Agreement concluded through the intermediary Campiri by written notice via Campiri, specifically, in particular, in the following cases:
  - 13.1.1. The Owner suspects that the Renter (or the Person authorised to drive the Vehicle, if the Renter is not a driver) is unfit to drive the Vehicle, for example because they are under the influence of alcohol or other narcotic or psychotropic substances,
  - 13.1.2. any of the documents presented by the Renter or the Person authorised to drive the vehicle shows signs of falsification or alteration,
  - 13.1.3. if the Renter or the Person authorised to drive the Vehicle refuses to present a valid identity document or driving licence to the Owner upon handover of the Vehicle for their identification in the Handover Report,
  - 13.1.4. any of the documents presented is recorded in the database of invalid documents maintained by the Ministry of the Interior of the Czech Republic or in a similar register abroad,
  - 13.1.5. the Renter has a record of enforcement proceedings in the Central Register of Enforcement Proceedings maintained by the Chamber of Bailiffs of the Czech Republic or in a similar register abroad,
  - 13.1.6. the Renter is listed in the Insolvency Register maintained by the Ministry of Justice or in a similar register abroad,
  - 13.1.7. the Owner suspects, based on the Renter's conduct, that an attempt is being made to steal the Vehicle,



- 13.1.8. the Owner becomes aware from relevant sources of a Renter's previous attempt to steal the Vehicle, or
- 13.1.9. the Owner assesses the Renter's behaviour for other reasons as high-risk from the perspective of protecting the Owner's property.
- 13.2. If the Rental Agreement is terminated in accordance with paragraph 13.1 of the Terms and Conditions, the Owner shall refund the Deposit paid by the Renter via Campiri. The Renter waives all further claims that might arise from the premature termination of the Rental Agreement, including compensation for any loss.
- 13.3. The Renter is entitled to withdraw from the Rental Agreement concluded through the intermediary Campiri in accordance with [the Terms and Conditions](#) for Prospective Renters, which also set out the relevant cancellation terms and conditions and the terms and conditions for the refund of the Rent. The Parties are obliged to communicate any withdrawal from the Rental Agreement via Campiri and, for this purpose, to contact the Campiri customer helpline on +420 608 258 390 or via the Campiri email address [jedeme@campiri.cz](mailto:jedeme@campiri.cz).

#### **14. INFORMATION FOR CONSUMERS**

- 14.1. The provisions of this article apply only to Renters who are consumers, i.e., in accordance with Section 419 of the Civil Code, any person who, outside the scope of their business activities or outside the scope of the independent exercise of their profession, enters into a contract with a business or otherwise deals with them.
- 14.2. The Owner hereby informs the Renter that:
- 14.2.1. The address for the delivery of documents to the Owner is the same as the Owner's registered office address given above.
- 14.2.2. The Owner shall provide the Renter with their telephone contact details.
- 14.2.3. The Owner shall provide the Renter with their e-mail address.
- 14.2.4. The Renter shall not incur any delivery costs.
- 14.2.5. The Renter shall not incur any costs for the use of means of distance communication in relation to the Owner.
- 14.2.6. The Owner complies with all applicable and effective laws of the Czech Republic and carries out its activities based on a trade licence.
- 14.2.7. The Renter is obliged to comply with the provisions of these Terms and Conditions and the General Terms and Conditions, as well as the applicable and effective laws of the Czech Republic.
- 14.2.8. If any dispute arises between the Owner and the Renter, the Renter is entitled to seek an out-of-court settlement. The Renter is entitled to submit a request for out-of-court dispute resolution under Act No. 634/1992 Coll., on Consumer Protection, to the Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)) or via the European Union's online platform for the out-of-court resolution of consumer disputes, available at <http://ec.europa.eu/consumers/odr>.

14.2.9. The Owner handles consumer complaints via the e-mail address provided to the Renter. The Owner shall send information regarding the resolution of the complaint to the Renter's e-mail address.

14.2.10. The Rental Agreement, including the Terms and Conditions, is archived by the Owner in electronic form if concluded online. The Rental Agreement, including the Terms and Conditions, is sent to the Renter at their e-mail address; if the conclusion of the Rental Agreement is arranged by Campiri, a copy is also available to both Parties in the Application, and at the same time each Party receives a Confirmation, including the Terms and Conditions, via Campiri to the specified e-mail address.

## **15. DATA PROTECTION**

15.1. Further information on the processing of the Renter's personal data is set out in the document 'Information on the Processing of Personal Data', which forms **Annex 1 to these Terms and Conditions**.

## **16. FINAL PROVISIONS**

16.1. **Both the Renter and the Owner undertake to comply with the Terms and Conditions for Prospective Renters. Should there be any conflict between these Terms and Conditions and the Terms and Conditions for Prospective Renters, the Terms and Conditions for Prospective Renters shall prevail.**

16.2. Where the law, the Rental Agreement or these Terms and Conditions require communication in writing, it shall be sufficient for a message to be sent by e-mail or other means of electronic communication that do not give rise to any doubt as to the content of the message and its sender.

16.3. A message sent by e-mail is deemed to have been delivered at the moment it is sent, unless the recipient proves that the message did not come into their possession.

16.4. If it becomes apparent that any provision of these Terms and Conditions is or has become invalid, ineffective or unenforceable contrary to the intent of the Renter or the Owner, or that such invalidity, ineffectiveness or unenforceability will inevitably arise (in particular as a result of a change in the relevant legislation), this shall not affect the validity, effectiveness or applicability of the other provisions of these Terms and Conditions.

16.5. In matters not expressly regulated in the Rental Agreement or the Terms and Conditions, the Rental shall be governed by the relevant provisions of the laws of the Czech Republic. In the event of a legal dispute, the parties have agreed that the general courts of the Owner in the Czech Republic shall have subject-matter and territorial jurisdiction. The choice of law shall not affect the consumer's rights arising from legislation otherwise applicable to the legal relationship between the Parties (if the governing law is other than the law of the Czech Republic). The choice of court jurisdiction shall not affect the rules on the jurisdiction of courts in disputes with consumers.

16.6. If the Rental Agreement is drawn up in a language other than Czech, the Czech version shall prevail in the event of any discrepancies.

16.7. An integral part of these Terms and Conditions is **Annex No. 1 – Information on the Processing of Personal Data**.

16.8. These Terms and Conditions shall take effect on **26 May 2026**.

## **Annex 1**

### **Terms and Conditions for the Rental of Motorhomes and Caravans**

#### **INFORMATION ON THE PROCESSING OF PERSONAL DATA**

in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter the “**Regulation**”) and Act No. 110/2019 Coll., on the processing of personal data, as amended.

#### **1. DATA CONTROLLER**

- 1.1. The controller of your personal data is the Owner (hereinafter the “**Controller**”).
- 1.2. The Controller has not appointed a Data Protection Officer.

#### **2. SCOPE OF PERSONAL DATA PROCESSING**

- 2.1. The Controller processes the following categories of personal data about you, in particular:
  - *identification data* (first name, surname, date of birth, ID number, driving licence information, driving licence number);
  - *contact details* (telephone number, e-mail address);
  - address details (permanent address, or delivery address, billing address);
  - *identification data of the Renter's parked vehicle* (registration number);
  - *geolocation of the rented Vehicle*;
  - *data relating to the performance of the Rental Agreement and other related data arising from the agreement* (date of conclusion of the Rental Agreement, Rental Period, content of the Rental Agreement, identification details of the rented Vehicle (type, registration number, VIN), date of handover and return of the rented vehicle, amount of Rent charged, deposit, photographic documentation of the Vehicle);
  - *where applicable, details of other Persons authorised to drive the Vehicle* (i.e. first name, surname, date of birth, address details and driving licence number);
  - *data necessary for the execution of payment transactions and the processing of payments* (e.g. account number, bank code, IBAN, SWIFT, payment card number, payment card expiry date);
  - *communication content* (e.g. content of enquiries, email correspondence);
  - *data on the extent and manner of service usage* (e.g. order history);
  - *information on satisfaction with services* (e.g. service reviews);(hereinafter referred to as “**personal data**”).
- 2.2. The Controller will process such personal data to the extent necessary for the performance of the relevant contract and in accordance with the terms set out in this information.

- 2.3. For concluding a Rental Agreement with the Renter, the Controller carries out the necessary identification of the contracting party (data subject) and verification of their driving licence and fulfilment of other conditions for the conclusion of the Rental Agreement.

### 3. PRINCIPLES AND METHOD OF PROCESSING

- 3.1. We process personal data to the extent necessary for the rental of a recreational vehicle - the motorhomes and caravans rental service under the Rental Agreement concluded between us as the Owner, and you as the Renter (hereinafter the “**Rental Agreement**”) and the fulfilment of obligations arising from the Rental Agreement, or the settlement of an insurance claim; We also process personal data where such processing is required by law, or where we are entitled to do so based on a legitimate interest, or with the data subject's consent.
- 3.2. **If the Agreement is concluded through the intermediary Campiri s.r.o.**, with its registered office at Zubatého 295/5, Prague 5, Smíchov, Company ID: 09283447 (hereinafter “**Campiri**”), the personal data you provide via the Campiri Application or in communication with Campiri is processed by Campiri for the concluding the Contract, and Campiri is the controller of this personal data; information on the processing of personal data by Campiri is available in its current version on the website: <https://www.campiri.com/cs-cz/ochrana-osobnich-udaju>. Personal data is transferred by Campiri to the Owner of the vehicle to the extent necessary via the Owner's User Account in the Application, and the Owner is the processor of this data. To this end, the Owner has entered into a personal data processing agreement with Campiri. Personal data obtained by the Owner outside the scope of Campiri's services is processed by the Owner independently, and in relation to such data, the Owner is the independent controller of that personal data. The controller processes personal data for the purposes and for the duration specified below.
- 3.3. We keep personal data up to date; we process it (storage, processing, erasure or disposal) in accordance with security standards. We protect personal data against loss, misuse and unauthorised access.
- 3.4. Processing is carried out manually in paper form and electronically using computer technology. No automated decision-making or profiling takes place during processing.
- 3.5. Processing is carried out by our authorised employees or, where applicable, by processors based on concluded personal data processing agreements.

### 4. PURPOSE, LEGAL BASIS AND DURATION OF PERSONAL DATA PROCESSING

| Purpose                                              | Scope                                                                                                      | Legal title                                                       | Duration                                                                                                    |
|------------------------------------------------------|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Processing of a customer request</b>              | Identification data, contact details                                                                       | Legitimate interest in processing the request                     | For a period of 1 year from the request was answered, or for a period of 1 year from our last communication |
| <b>To conclude a contract and fulfil contractual</b> | Identification data, contact details, address details, identification data of the renter's parked vehicle, | Necessary for the performance of the contract and compliance with | Up to 10 years from the termination of the contractual relationship,                                        |

|                                                                                                           |                                                                                                                                                                                                   |                                                                                        |                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>obligations under the contract</b>                                                                     | data on the performance of the contract, or data on other persons authorised to drive the vehicle, data necessary for the execution of payment transactions and the recording of payments         | legal obligations; the controller's legitimate interest in defending legal interests   | considering the limitation period for claims for damages or other harm that may arise to us or to you                                                                                                 |
| <b>To establish, exercise and defend legal claims</b>                                                     | Identification data, contact details, address details, identification data of the renter's parked vehicle, data necessary for the execution of payment transactions and the recording of payments | The controller's legitimate interest in defending legal interests                      | Up to 3 years from the resolution of a dispute or other matter that may arise between us                                                                                                              |
| <b>For communication</b>                                                                                  | identification data, contact details, content of communication                                                                                                                                    | Performance of the contract                                                            | For the duration of the contract                                                                                                                                                                      |
| <b>To comply with legal obligations in the areas of consumer protection, accounting and taxation</b>      | identification data, address details, contact details, information about the contract and its performance, data necessary for processing payments and accounting for payments                     | Necessary for compliance with legal obligations                                        | For the period specified by the relevant legislation; in particular, we retain concluded contracts and proof of payment for a period of 10 years from the termination of the contractual relationship |
| <b>To contact you with offers of our products and services, including customized offers</b>               | Identification data, contact details                                                                                                                                                              | Legitimate interest in sending commercial communications to our previous customers     | Until you inform us that you no longer wish to receive such offers, for a maximum of 3 years, unless you give us your consent to continue sending communications                                      |
| <b>To contact customers with offers of third-party products and services, including customized offers</b> | identification data, contact details                                                                                                                                                              | Consent to the sending of marketing communications and the processing of personal data | Until you unsubscribe from commercial communications, for a maximum of 5 years from the date of consent                                                                                               |
| <b>To contact you to assess your</b>                                                                      | identification data, contact details, information on satisfaction with services                                                                                                                   | Legitimate interest in improving                                                       | For up to 12 months from the termination of the contractual                                                                                                                                           |

| satisfaction with our services                                                                                               |                                                                                                                      | services                                                                                                        | relationship                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <b>To protect the Controller's assets and ensure the performance of the lease agreement, or to handle an insurance claim</b> | Vehicle geolocation data, information regarding the contract and its performance, identification and contact details | The Controller's legitimate interest in protecting persons and property, and in the performance of the contract | For the duration of the contract, or up to 3 years from the resolution of an insurance claim |

## 5. RECIPIENTS OF PERSONAL DATA

- 5.1. In addition to the Controller, personal data is also processed by the following processors to ensure the purposes described above:
- a) legal and tax advisers, external accountants,
  - b) subcontractors of our services,
  - c) state authorities,
  - d) individuals and companies who process personal data on our behalf (i.e. web and database hosting providers, external IT technicians, software tool operators, marketing service providers, email marketing tool providers),
  - e) entities providing payment services (banks, payment gateway operators)
  - f) insurance companies,
  - g) service providers.
- 5.2. We always enter into a data processing agreement with personal data processors. We provide personal data to processors and third parties only to the extent strictly necessary and under the conditions set out by law.
- 5.3. We do not transfer customers' personal data to a third country or an international organisation, nor do we intend to do so.
- 5.4. Based on your consent to receive marketing communications, marketing messages relating to our products and services may be sent to your email address.

## 6. SECURITY OF PROCESSED PERSONAL DATA

- 6.1. The Controller protects your personal data using security technologies and maintains appropriate technical and organisational measures to prevent the unauthorised or accidental disclosure, use, access, loss, alteration or damage of your personal data.

## 7. RIGHTS OF THE DATA SUBJECT

- 7.1. When your personal data is processed by the Controller, you have the following rights regarding the protection of your personal data:

### A. Right to withdraw consent to the processing of personal data

If your personal data is processed based on your consent, you may withdraw it at any time, for example by sending an email to the Owner's address, which is the same as the contact email address specified in the Rental Agreement. You can easily withdraw your consent to receive marketing communications by unsubscribing from them by clicking on the link in the email containing the communication.

## **B. Right of access**

You have the right to access the personal data processed about you. You also have the right to information regarding what personal data is processed about you, for how long, the purposes of such processing, to whom it is disclosed, and whether it is used for automated decision-making (and, if so, how this automated decision-making works). A copy of your personal data will be provided to you free of charge. Only if multiple copies are required may we ask you to pay a reasonable fee for their provision.

## **C. Right to rectification**

If you discover that incomplete or incorrect personal data concerning you is being processed, you have the right to have it rectified or, if required by the purpose of processing such personal data, to have it completed.

## **D. Right to erasure**

You also have the right to have your personal data that is being processed erased. To request erasure, one of the following reasons must apply:

- a) Your personal data is no longer necessary for the purpose for which it was collected or processed;
- b) Your personal data is being processed unlawfully;
- c) You have withdrawn the consent based on which your personal data was processed, and there is no other legal basis for further processing of this personal data;
- d) You object to the processing of your personal data, which is being processed based on a legitimate interest, and we are unable to demonstrate that our legitimate interest overrides your right to erasure;
- e) there is a legal basis requiring the erasure of this personal data;
- f) personal data relating to a child is being processed without parental consent having been given for such processing.

There may also be a situation where your personal data cannot be erased following your withdrawal of consent to the processing of personal data or following your request for the erasure of personal data. This applies where the processing of your personal data is required by law. Should such a situation arise, you will be informed of the reason why your personal data cannot be erased.

## **E. Right to data portability**

You also have the right to data portability. If you have provided us with your personal data based on consent or necessity for the conclusion and performance of a contract, and it is processed automatically, you may request the provision of personal data that meets these conditions. This will be provided to you in a commonly used, structured and machine-readable format. If it is technically feasible for, the data will be transferred to another controller of your choice upon your request.



#### **F. Right to restriction of processing**

If you feel that your personal data is incorrect, you have the right to request that the processing of your personal data be restricted for the time strictly necessary to verify its accuracy and, where necessary, to correct it.

You also have this right in the following cases:

- a) the processing of your personal data is unlawful, but you do not wish for your personal data to be erased;
- b) your personal data is no longer necessary for the purpose for which it was processed, but you insist on its processing (in particular, storage) for the establishment, exercise or defence of your legal claims;
- c) you have objected to the processing of your personal data based on a legitimate interest, in which case the restriction of processing will apply for the period necessary to determine whether the Controller's legitimate interest outweighs your right not to have your personal data processed further.

#### **G. Right to object to the processing of your personal data based on a legitimate interest**

If your personal data is processed based on a legitimate interest, you have the right to object to such processing. On this basis, it will be assessed whether it is indeed in the Controller's legitimate interest to process your personal data for the given purpose, or whether your right to have your personal data no longer processed takes precedence. If your objection is justified, the Controller will cease processing your data for the given purpose.

#### **H. Right to object to the processing of your personal data for direct marketing purposes**

You have the right to object to us processing your personal data for the purposes of direct marketing (e.g. for the purpose of sending commercial communications). In such a case, we will cease processing your personal data for this purpose without further ado. You can also simply unsubscribe from commercial communications directly by clicking on the link in the commercial communication.

#### **I. Right to file a complaint**

If you consider all the above rights to be insufficient, or if you believe that your rights are being infringed in any way, you may file a complaint with the supervisory authority. In the Czech Republic, this is the Office for Personal Data Protection, Pplk. Sochora 27, 170 00 Prague 7, [www.uoou.cz](http://www.uoou.cz). You can file a complaint via the contact details for the Office for Personal Data Protection available at <https://www.uoou.cz/>.

#### **J. Controller's contact details**

In connection with the exercise of your rights and in the event of any questions or requests for information regarding the processing of personal data, you may contact us in writing at our registered office address or by email at the Owner's e-mail address, which is the same as the contact email address specified in the Rental Agreement.

In Prague, on 26 May 2026

## Annex No. 2

### PERSONAL DATA PROCESSING AGREEMENT

**Campiri s.r.o.**, Company ID No. 092 83 447, with its registered office at Zubatého 295/5, Smíchov, 150 00 Prague 5, file ref. no.: C 345166, registered with the Municipal Court in Prague

(the “**Controller**” or “**Campiri**”)

and

**Partner**

(the “**Processor**”)

(the Controller and the Processor hereinafter jointly referred to as the “**Parties**”)

The Parties have agreed as follows:

#### PREAMBLE

- A) The Controller provides the Processor with services consisting of the arranging vehicle rentals via the website <http://www.campiri.cz/> or [www.campiri.com](http://www.campiri.com) (the “**Website**”) and the “Campiri” web application available on the Website following registration, through which registered users may enter into a contract with Campiri for the use of the application to brokering the conclusion of a rental agreement with the Processor, and through which the Processor confirms the availability of a vehicle on the dates selected by the prospective renter and concludes rental agreements with them, and, where applicable, suggests to the prospective renters the possibility of modifying their request (the “**Application**”); (hereinafter the “**Services**”).
- B) The proper providing of the Services requires, amongst other things, the transfer of prospective renters’ personal data via the user account as a non-public section of the Website, in which an overview of rental bookings in favour of the Processor is recorded, including the personal data of prospective renters who have submitted a request for the Processor’s vehicle via the Application (the “**User Account**”), or through communication with Campiri, if the User Account is not available online ( “**Personal Data**”). The Processor receives and processes Personal Data for processing enquiries, confirming vehicle availability, proposing adjustments to requests regarding the type of vehicle, rental period and additional services, and concludes rental agreements with prospective renters.
- C) In accordance with the above, the Parties conclude, under the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the General Data Protection Regulation (the “**Regulation**”) in conjunction with Act No. 110/2019 Coll., on the processing of personal data (the “**Act**”), the following personal data processing agreement (the “**Personal Data Processing Agreement**” or simply the “**Agreement**”).
- D) The Parties hereby enter or have entered into a contract on the brokerage of vehicle rental (“**Brokerage Contract**”), of which this Personal Data Processing Agreement forms an integral part.

## **1. SUBJECT MATTER OF THE PERSONAL DATA PROCESSING AGREEMENT**

- 1.1. The subject matter of this Agreement is to regulate the mutual rights and obligations of the Parties in relation to the processing of Personal Data obtained by the Processor in connection with the provision of the Services.

## **2. CONDITIONS OF PROCESSING**

- 2.1. The purpose of processing Personal Data is to enable the Controller to fulfil its obligation to broker the conclusion of rental agreements with prospective renters between the Processor and prospective renters, as published on the Website, in accordance with the Brokerage Contract and generally applicable legal regulations.
- 2.2. Personal Data will be processed by the Processor to the following extent:
- identification data (e.g. first name, surname, ID reg. number, date of birth, information on driving licence, driving licence number, gender);
  - address details (permanent address, delivery address, billing address);
  - contact details (e.g. email address, telephone number);
  - enquiry data (e.g. details of a booking made by the Controller based on a rental agreement with the prospective renter)
  - communication content (e.g. content of enquiries, email correspondence);
  - information regarding the rental agreement and its fulfilment (e.g. date of conclusion of the agreement, identification of the rental company, vehicle, rental period, additional services, amount of the booking deposit, cancellation of the booking or rental agreement);
  - information about the vehicle (e.g. vehicle type, requested rental period);
  - content of communication (e.g. content of enquiries, email correspondence).
- 2.3. No special categories of Personal Data within the meaning of the Regulation are subject to processing under this Agreement.
- 2.4. The processing of Personal Data within the meaning of this Agreement refers to its collection, storage on data storage devices, use, sorting or combining, blocking and erasure using manual and automated means.
- 2.5. The Processor undertakes, upon the Controller's request, to correct, update, erase or transfer Personal Data in accordance with the Controller's instructions without undue delay following such a request.
- 2.6. If an objection by the data subject pursuant to Article 21(1) of the Regulation addressed to the Processor is found to be justified, the Processor undertakes to remedy the defective situation immediately upon written request from the Controller. Email communication between the Parties shall also be deemed to be in writing.
- 2.7. In fulfilling its obligations under the Agreement, the Processor is obliged to act with professional care, follow the Controller's instructions and act in accordance with the Controller's interests. If the Processor discovers that the Controller is breaching the obligations imposed on the Controller by the Regulation, it is obliged to notify the Controller of this fact without delay.

- 2.8. Personal data shall be processed for the duration of the provision of the Services, provided that the termination of the Brokerage Agreement shall automatically terminate this Agreement as well. The termination of this Agreement shall not extinguish the Processor's obligations regarding the security and protection of Personal Data until such data has been erased or formally transferred to another processor.
- 2.9. The Parties have agreed that the processing of Personal Data under this Agreement shall be free of charge; the Processor shall not be entitled to reimbursement of costs associated with the fulfilment of this Agreement.

### **3. OBLIGATIONS OF THE CONTROLLER**

- 3.1. In performing this Agreement, the Controller is obliged to:
- a) ensure that Personal Data is always processed in accordance with the Regulation and the Act, that such data is up-to-date, accurate and truthful, and that such data corresponds to the specified purpose of processing,
  - b) provide the Processor with Personal Data for processing only where there is a legal basis for processing under the Regulation,
  - c) take appropriate measures to provide data subjects, in a concise, transparent, intelligible and easily accessible manner using clear and plain language, with all information and make all communications required by the Regulation and the Act.

### **4. OBLIGATIONS OF THE PROCESSOR**

- 4.1. In performing this Agreement, the Processor is obliged:
- a) not to engage any other processor in the processing of Personal Data without the prior specific or general written authorisation of the Controller;
  - b) process Personal Data only based on documented instructions from the Controller, including the transfer of Personal Data to a third country or an international organisation;
  - c) consider the nature of the processing of Personal Data and assist the Controller in fulfilling the Controller's obligation to respond to requests for the exercise of the data subject's rights, as well as in fulfilling other obligations under the Regulation;
  - d) ensure that persons authorised to process personal data are bound by a duty of confidentiality or are subject to a statutory duty of confidentiality;
  - e) upon written request from the Controller received at least 10 working days prior to a planned audit or inspection, to allow an audit or inspection concerning the processing of Personal Data to be carried out;
  - f) to inform the Controller without delay if, in the Processor's opinion, the Controller's instruction breaches the Regulation or other regulations;
  - g) upon termination of this Agreement, to formally hand over to the Controller or a newly appointed processor all Personal Data processed during the provision of the Services.
- 4.2. Pursuant to the Regulation and the Act, the Processor is obliged to take such measures as are necessary to prevent unauthorised or accidental access to personal data, as well as its alteration, destruction or loss, unauthorised transfers, other unauthorised processing, and

any other misuse of personal data. This obligation shall continue to apply even after the processing of personal data under this Agreement has ceased.

- 4.3. The Processor is obliged to implement and comply with the following security measures:
- a) the computer on which personal data is processed (i.) has an antivirus programme installed and up to date, (ii.) has the latest operating system updates installed, (iii.) is secured with a strong password;
  - b) no third party has access to the computer on which personal data is processed;
  - c) The Processor shall comply with the rules of safe online behaviour;
  - d) if data is stored in a filing cabinet, the cabinet is lockable and only the Processor has access to it;
  - e) where personal data is transferred, it must be protected by a password;
  - f) the Processor is not authorised to allow third parties to use the User Account (except for their colleagues, whom the Processor has informed the Controller of in advance and whom the Controller has approved in accordance with Clause 6.2 of this Agreement);
  - g) the computer systems used by the Processor employ encryption to secure data.
- 4.4. The Processor undertakes to provide the Controller with all information necessary to demonstrate that the obligations set out in this Agreement or the General Data Protection Regulation have been fulfilled.
- 4.5. The Processor undertakes to inform the Controller without undue delay if it discovers or suspects that its login details have been stolen, or that its User Account may in any other way be compromised or used without authorisation.

## **5. FURTHER RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 5.1. In performing this Agreement, the Parties are obliged to:
- a) implement technical, organisational, personnel and other appropriate measures within the meaning of the Regulation to ensure and be able to demonstrate at any time that the processing of Personal Data is carried out in accordance with the Regulation and the Act, so as to prevent unauthorised or accidental access to Personal Data and to data carriers containing such data, their alteration, destruction or loss, unauthorised transfers, other unauthorised processing, or any other misuse, and to review and update these measures on an ongoing basis as necessary;
  - b) to inform each other of all circumstances relevant to the performance of this Agreement;
  - c) maintain confidentiality regarding Personal Data and security measures, the disclosure of which would jeopardise the security of Personal Data, even after the termination of this Agreement;
  - d) to act in accordance with the other requirements of the Regulation and the Act, to comply with the general principles of personal data processing, to fulfil their information obligations, not to transfer Personal Data to third parties without the necessary authorisation, and to respect the rights of data subjects.
- 5.2. The Parties undertake to provide each other with all necessary cooperation and documentation to ensure the smooth and effective implementation of this Agreement, in

particular in the event of dealings with the Office for Personal Data Protection or other public authorities.

## **6. SUB-PROCESSOR**

- 6.1. The Controller agrees that the Processor is entitled to entrust the processing of personal data to another processor (the “**Sub-processor**”). All Sub-processors shall process Personal Data only to the extent necessary. Where possible, Sub-processors shall work only with pseudonymised personal data rather than Personal Data.
- 6.2. The Processor shall inform the Controller of any Sub-processors it intends to engage for the processing of Personal Data, thereby giving the Controller the opportunity to object to the engagement of such Sub-processors. If the Controller does not raise any objections to the Sub-processors, the Processor is authorised to engage the Sub-processors to process Personal Data.
- 6.3. If the Processor engages a Sub-processor to perform certain processing activities, the same data protection obligations as those set out in this Data Processing Agreement and in the Regulation must be imposed on that Sub-processor by contract. If the said Sub-processor fails to fulfil its data protection obligations, the Processor shall be liable to the Controller for the fulfilment of the obligations of the Sub-processor.

## **7. CONFIDENTIALITY**

- 7.1. The Processor undertakes to maintain confidentiality regarding the Personal Data being processed; in particular, the Processor must not disclose, spread or transfer such data to any persons other than those in an employment relationship with the Processor or other authorised persons entrusted with the processing of Personal Data. The Processor is obliged to ensure that its employees and other authorised persons also comply with the confidentiality obligation. This obligation of the Processor shall continue even after the termination of this contractual relationship. The Processor is further obliged to maintain confidentiality regarding the security measures adopted to ensure the protection of personal data, even after the termination of this contractual relationship.

## **8. LIABILITY**

- 8.1. If the Processor breaches its obligations under the Agreement or the Regulation, it shall be liable for any damage caused by such breach. The Processor shall also be liable for damage caused by a breach of this Agreement by the Processor's employees.

## **9. FINAL PROVISIONS**

- 9.1. This Agreement and the legal relationships arising from and related to it shall be governed by the Regulation and the laws of the Czech Republic.
- 9.2. This Agreement may be amended, supplemented or terminated only in writing.
- 9.3. The Parties hereby declare that they have read the draft of this Agreement carefully and thoroughly, that they fully understand its content, and that it corresponds to their true intent.