Booking terms and conditions

1. Presentation of the Platform

These Terms and Conditions are intended to define the conditions of use of the Site and the relationships established between the Site and its Users.

The use or participation in the service of Indie Campers Central Services Unipessoal Lda.'s website is exercised, without exception, on the condition that the Users adhere to these Terms and Conditions.

The General Terms and Conditions are applied to all use of the Indie Campers platform service for the rental of vehicles. The Host and the Traveller (both designated as "Users") declare to understand and accept these Terms and Conditions.

The site proposes a service of intermediation between Users, where the Host makes available the rental of his Vehicle and the Traveller can book a Vehicle available on the site, using it as part of a rental under the terms agreed between the parties.

The Site acts mainly as an intermediary and assistant to the Users, when it is necessary to validate elements and documents in order to advertise the Vehicle or make a rental. The Users must respect the duties and obligations assumed with the celebration of the deal.

The Host is solely responsible for their Advertisements and Services. When making a reservation, Travellers are signing a contract directly with the Host and not with Indie Campers not being this contracting party in the rental contract or participating in it in any way.

Indie Campers requests that Users carefully read these Terms and Conditions. These are the Terms and Conditions by which Hosts rent Vehicles to Travelers. The Travelers agree with these terms when signing the Rental Agreement.

Users can contact Indie Campers through customer support or by email via the available contacts on the website. However, questions related to the vehicle or the rental itself should be dealt directly between the Users.

Should Indie Campers have to contact Users, it will do so by telephone or in writing by email or address that Users have provided to Indie Campers when registering on the site.

2. Modifications to the website and T&C

Indie Campers reserves the right to modify these Terms and Conditions at any time. Users will be notified in advance by email of their change at least 30 days before it comes into effect.

Indie Campers reserves the right, in extraordinary situations, to apply the Terms and Conditions in an adapted (or adjusted) manner if and to the extent that it is indispensable to ensure the legitimate interests of the Platform.

3. Presentation of Payment Provider

The transactions are made by Stripe which processes the payments in a secure way. Stripe Technology Europe, Limited (STEL) is authorised by the Electronic Money Institution and regulated by the Bank of Ireland (reference number: C187865). Indie Campers cannot be held liable for payments made directly between Users. The platform only guarantees the security of payments made through the Stripe partner.

4. Users

4.1 Traveler Registration

Travellers who wish to make a reservation at Indie Campers must register on the website, at which time they will enter their personal details and proof of documents. Indie Campers will not be responsible if the information provided by the user is incorrect. Some documents may only be inserted after the booking confirmation, although never after the date indicated in the *Rental Conditions* chapter.

Each User has at their disposal a unique username and password that allows them to access their profile directly. The User undertakes to keep this data, keeping it confidential and never communicating it. The User guarantees that he/she will create only one "Profile" of user.

In case of non-compliance with the platform rules or behavior considered abusive by the platform, Indie Campers reserves the right to suspend the account. The User whose account is suspended will be informed via email to the email address indicated at registration. All data and documents must be inserted in the site on the Traveler's personal page.

4.2 Website Organization

The platform consists of a public area and a private area, which can be accessed in different ways and with different restrictions:

The public area allows access to the site, the use of the site as an unidentified user, benefiting from certain services and features provided by the Site.

The private area is accessible after identification and registration of the User. This identification requires the prior creation of a Profile. The private area allows, among other features, to make reservation requests, as well as subsequent confirmation, the publication of a Vehicle for Rental and the editing of information regarding the publication of a Vehicle for Rental.

4.3 Host and Vehicle Registration

All Hosts who wish to place their listings on the Platform must create their User profile. Additionally, Hosts must complete the listing creation form in a detailed and correct manner.

When creating the publication, the User will have to provide the information and documentation requested in the most detailed way possible, as well as photographs of his Vehicle. The Hosts of

the Vehicles may be natural or legal persons.

If the Host chooses to use the insurance offered by the Platform, incorrect communication of information regarding the vehicle may lead to the removal of its eligibility, namely:

- Vehicle Weight
- Year of Registration
- Vehicle Value as New

Additionally, certain documents must be shared before any booking confirmation. The required documents can be consulted on this page.

All these documents must be constantly updated. Otherwise the vehicle will no longer be eligible for the insurance offered by the Platform and the announcement itself may be suspended until these are shared and validated by the Platform. If it is found that the documents shared up to five days before the beginning of a reservation are out of date, the Platform reserves the right to cancel the consecutive reservations until they are updated, and the Host does not have the right to any refund. The Host consents to the right of the Platform to share these documents with the insurance partners as well as the STRIPE payment partner. The Host also undertakes to share the bank details for which the payments will be paid.

Indie Campers can in no way be held responsible for errors, omissions or inaccuracies, whether voluntary or not, on the part of the Host with regard to the description and assessment of the Vehicle.

Following a breakdown or any other type of incident, an Advertisement may be suspended on the Platform, in order to verify if the said Vehicle is suitable for rental. Indie Campers reserves the right to suspend any Vehicle offered for rental if it considers there is a risk that could affect the quality of the service. Suspension of the vehicle may result in cancellation of future reservations, and the Host of the vehicle will not be entitled to any compensation for any future reservations.

Indie Campers will make a summary check of the information and documents provided by the Host, focusing on the elements relating to the characteristics of the Vehicle. This check will be made at the time of registration of the Vehicle on the website and does not dispense with verification by the Traveller at the start of the rental. Indie Campers reserves the right to verify the documents at any time.

Indie Campers may, after verification, remove any vehicle advertisement from the site or after news from one or more Travelers dissatisfied with the condition of the Vehicle and/or the Host's behaviour, as well as based on non-compliance with the current Terms and Conditions.

4.4 Requirements Applicable to Hosts

The Hosts have to guarantee:

- total ownership of the Vehicle or to be the manager of the Vehicle, possessing all the necessary authorizations and evidence, allowing them to make the Vehicle available for rental. The Host must make such permits available to the Traveller, in writing and signed by the Host of the Vehicle;

- that the documents and information shared are true and accurate;

- the availability of the vehicle in perfect working condition for rental;

- the good condition of the vehicle before departure regarding internal and external cleaning, water and fuel levels, etc.

The Host may commit, under commitment of honor, to practice lower or equivalent final prices in Indie Campers compared to those offered in other platforms and on its own website, taking into account the different calculation systems of the respective platforms. With this commitment, the Host will be eligible for more favorable conditions and certain benefits, such as additional points in the search ranking and have a *Best Price Guarantee* stamp by Indie Campers. The Platform's Account Managers will make constant checks on market prices and may contact the Host in the event of the commitment being broken.

In addition, the Host should charge a price consistent with the value of his Vehicle and its equipment, as well as the age and number of kilometers of the vehicle, in order to comply with the Platform standards.

The Host undertakes to comply with the minimum availability requirements required by the Platform, which may be consulted on the website.

Likewise, the Host will not be able to apply fees or additional costs for the consumption of gas related to bottles already in use at the beginning of the rental, since it is a consumable that is difficult to measure and it should be included in the rental price.

4.5 Relationship between Traveler and Host

Users interact with each other through the Indie Campers website, being free to make queries, evaluate, check availability of vehicles, make, accept or cancel reservations.

The Host and the Traveller must reach an agreement before concluding the rental contract, and before any Vehicle rental. Users are contractually obliged and must respect the commitments made since the confirmation of the reservation.

A rental contract must be concluded between the Host and the Traveller for the Vehicle ("Rental Contract"). The Traveller and the Host, when signing the Rental Contract, are obliged to respect the conditions defined therein, under the *pacta sunt servanda* rule, or the principle of binding force of contracts, where the contractual parties are solely responsible for the contract concluded.

The Host undertakes to provide an up-to-date description of the vehicle, corresponding to its characteristics and not to mislead the Renter about the characteristics of the rented Vehicle. The platform cannot be responsible in case of false or erroneous description of the Vehicle.

For each Reservation, the Host undertakes to provide the vehicle documents. Depending on the regulations in force in the country of registration of the vehicle and the insurance requirements in force, the Host must provide the original or copy of the vehicle registration certificate, proof of insurance and proof of up-to-date technical inspection. A certified copy of the registration certificate can be requested at a police station in order to reinforce the credibility of the document in the case of a police check during a rental.

4.6 User Disputes

In the occurrence of disputes between users, they commit themselves to act according to the

conclusions communicated by the conciliation promotion service offered by Indie Campers. The platform commits to provide the conciliation promotion service as soon as possible in the event of a dispute.

The conciliation promotion service will be offered in an impartial manner, taking into account the information provided by each of the users involved in the dispute. This conciliation promotion is conditional on users sharing the signed rental contract. Indie Campers will try, whenever possible, to mediate disputes in accordance with these terms and the rental contract proposal made available. After communication of the conclusions of the dispute, the Users will have 3 days to review and accept the proposal of resolution. The resolution of the conciliation promotion depends on the goodwill of the Users and will never, by nature, have obligations or responsibilities to the platform. If users do not resolve the dispute using the conciliation promotion promotion service provided by the platform, they can appeal to the competent authorities.

5. Booking terms

Subscription Product Exclusive:

Prices will be shown per month, fetched directly as a total cost per month without any additional fees being charged (e.g. service, insurance or preparation fees), with the exception of one-way fees and mileage policies. Subscription Term bookings are subject to the minimum duration of 1 month ("Initial Minimum Commitment") and the maximum duration of 12 months.

Short Term Rental Product Exclusive:

The costs of renting the vehicle are accounted per night, given the availability of the vehicle subject to the reservation.

Common to all products available on the Platform:

Users define freely and in mutual agreement the duration of the rental. If not otherwise defined, in writing between the Users or in the booking options on the platform, the rentals start at 2:00 pm and end at 11:00 am. The platform allows Hosts to define the hours from which both the check-in time and the checkout time are only possible for an additional cost, which should always be explicit on the Platform.

The Traveller may make a reservation request for a certain Vehicle, indicating necessarily the dates on which he wishes to reserve the Vehicle. The Traveller is only authorized to start the vehicle rental after confirmation of the reservation and respective payment of the total amount of the reservation.

If the Host accepts the reservation request, which must be made up to a maximum of 48 hours after receiving the reservation request, Indie Campers will inform the Traveler by email, who will then have 48 hours to make the payment and accept, without reservations, the present Terms and Conditions. Subsequently the amount corresponding to the rental will be debited. The Host will be contractually obligated and must respect the commitments assumed since the acceptance of the reservation request.

If the Host refuses to book his Vehicle, Indie Campers will automatically inform the traveler by email, and is willing to propose, upon availability, an equivalent Vehicle as an alternative. Indie Campers cannot be held responsible for refusing a reservation request. Indie Campers is exempt from any kind of responsibility in case of cancellation of the reservation either by the Host or by

the Traveller and does not guarantee the accuracy of the dates of the reservation requests indicated by the Traveller wishing to rent the Vehicle.

The Traveller may extend the duration of the rental by requesting a mandatory reservation extension. The request must be made with a minimum of 48 hours before its end. Any extension of the rental period will follow the rules stipulated in these Terms and Conditions. The extension request must be requested via Indie Campers and is subject to subsequent approval by the Host. The insurance under the Vehicle must be extended and an additional payment will be required at the time of confirmation of the change. Any reservation extension must follow the conditions made available on the platform on that same date, namely the rental price, insurance price, intermediation services, among others. Even if the Host decides not to charge any additional fee for the rental extension, the platform is entitled to charge any and all services inherent to the rental, such as intermediation services and insurance.

In the event that the Traveler does not make the delivery at the determined date, time, and place, a fee of three times the value per night, including all costs associated with it, will be applied per night announced on the platform. For each additional night not agreed by both parties, the Host shall be entitled to charge the equivalent of three times the price per night announced on the platform, as well as the costs associated with it. Likewise, the Platform will have the right to charge the daily insurance value, intermediation services and others. Additionally, insurance coverage for additional days not previously reported and agreed upon is not guaranteed, the Traveller being fully responsible for any damages or costs incurred that would otherwise be covered by the insurance.

6. Rental Conditions

The traveler who makes a reservation must be over 18 years of age at the time of registration, present a valid driving license to drive in the countries of checkin and of checkout, be legally eligible to drive the vehicle subject to rental, present a valid identification document and a valid payment method card, as well as meet all requirements defined by the Host, such as minimum age and driving experience at the date of beginning of rental. Additional drivers must be present at the time of collection, have a valid driving license to drive in the countries of checkin and checkout and for the type of vehicle hired, as well as meet all requirements defined by the Host, such as minimum age and driving experience at the date of beginning of rental. Failure to meet these requirements will prevent other passengers to be added as additional drivers of the Vehicle

For short-term rentals, where the Host is Indie Campers, if one of the drivers is under 25 years of age, selection of the basic protection plan is mandatory and drivers under 25 years of age are not allowed to accept the Premium protection plan. Protection Plans are not included and cannot be subscribed to by the Client under Subscription Bookings.

Prior to the start of the rental, Travelers have the duty to share all information and documents requested in their profile on the platform. Travellers must do so up to 48 hours of working days before the start of the rental. Omission of the required information and documents may lead to cancellation of the rental and the Traveller is not entitled to any kind of refund. The documents and information requested may include the following:

- Valid Citizen Card or Passport
- Valid driving license
- Drivers' Fiscal Address
- Tax Identification Number

When collecting the Vehicle, the Host, or duly identified representative and upon authorization, must be present during the inventory, in order to check the condition of the Vehicle before and after the rental, by signing the rental agreement.

Indie Campers offers a rental contract proposal. Hosts are free to use it, modify it or use any other type of contract as long as both parties sign it and it exhaustively describes the vehicle as well as its features and equipment. However, Indie Campers cannot be held responsible if there is any adjustment to the proposed Contract. In the event of a dispute between the Host and the Traveller, Indie Campers will take a position in accordance with the proposed rental contract made available by the latter.

Both parties must photograph the vehicle, both inside and outside, as well as the odometer and the level of the fuel tank, at check-in and check-out, these being required and indispensable for the resolution of disputes between Users.

In case the vehicle available for rental has main characteristics that do not correspond, or are of significantly inferior quality, to those communicated on the Platform, the Traveller may, until the contract is signed, cancel the contract and request the reimbursement of the total amount of the reservation. In case of dispute, the Traveller must share evidence (photos, videos, ...) of discrepancy of the reality with that published on the Platform. The Platform will evaluate and make the decision of the case. The cancellation of the reservation must be made through the means of contact with the Platform indicated in these terms.

The extras are subject to availability at the collection site. If any extra booked is not available at check-in, the Host will inform the Traveler and reimburse him according to the amount paid for that item or service, and no further compensation will be due. Costs associated with the use of the platform will not be refunded.

The vehicle must be returned on the day, time and location specified in the Rental Agreement.

If the vehicle is delivered with dirt inside (garbage, sand, earth, mud or other debris) or outside, as well as when the water tank has not been delivered empty, an additional cleaning fee may be applied and will be defined by the Host and communicated prior to signing the rental contract. The vehicle must be returned with the fuel tank at the same level as it was at the time of collection, otherwise the traveler will be charged a fee set by the Host and communicated in advance to the signing of the rental contract. If the Vehicle has the level of AdBlue above the reserve, the Traveller should not deliver the Vehicle with the AdBlue level on the reserve, otherwise the Traveller may be charged a fee set by the Host and communicated prior to signing the rental contract. During the journey, the Traveller is responsible for ensuring that the vehicle always contains the necessary Fuel and AdBlue for circulation without damaging the engine. Additional AdBlue can be purchased during the rental period at any fuel station on behalf of the Traveller. The Host will not reimburse the Traveller for any expenses for AdBlue fluid on returning the vehicle. The Host is responsible for assessing the condition of the vehicle upon delivery.

7. Payment Terms7.1 Payment from Travellers

The Traveller undertakes to pay the whole of the rental on the site, according to the different modes of payment proposed in the advertisements.

When the Traveler confirms the reservation, his credit or debit card will be charged according to

the cancellation policy defined by the Host (fees included). In case the collection method is refused, the reservation will not be valid and no rental confirmation will be sent, and the Traveler must present another valid payment method.

When the available payment policy allows the payment of the total amount of the reservation to be divided in more than one moment, the second payment will be charged automatically in the same payment method chosen at the defined date. If the second payment fails, the traveler will be informed and will have 2 days to make the payment with an alternative payment method. In case it is not possible to charge the second payment by the defined date, the platform will have the right to cancel the reservation, applying the agreed cancellation policy.

Indie Campers will not be liable for any exchange rates used by the traveler's bank, nor for bank fees applied by the traveler's bank. The currency used for the payment will always be the one corresponding to the country where the trip starts.

7.2 Payment to Hosts

Hosts' compensation will be transferred through STRIPE. The Host's compensation will always be defined independently and will be calculated by the total amount of the reserve minus any fees charged by the platform, including applicable taxes, and other insurance and additional services acquired by the Traveler directly to the Platform.

The Hosts' remuneration, unless clearly agreed otherwise, will be transferred on the second working day after the start of the reservation.

Indie Campers' intermediation service costs are supported by the Traveler and the Host. The use of the service implies the acceptance by the Traveler, without conditions or reservations, of the fixed amounts. More information about when service fees are applied and how they are calculated may be found on our *Service Fees page*. Unless otherwise stated on the Platform, service fees are non-refundable. Indie Campers reserves the right to change the service fees at any time and will provide Users with prior notice of any changes to the fees before they become effective. Changes to fees will not affect reservations made prior to the date the change in fees comes into effect. If the Host does not agree with a fee change, the Host may terminate this agreement at any time by deleting your advertisements in the Platform, although the Host remains responsible for previously confirmed reservations. Indie Campers reserves the right to suspend or cancel payment to the Host in case of dispute with the client.

7.3 Insurance

In cases where additional insurance is required to make the rental, the costs resulting from the hiring of this will be supported in full by the traveler and will be paid cumulatively with the other amounts of the reserve according to the modes of payment. In case of extension of the rental, the insurance on the Vehicle will have to be extended and an additional payment will be required.

7.4 Protection Plan

The purchase of protection plans will be fully supported by the traveler according to the payment conditions applied to the corresponding reservation.

7.5 Security Deposit

The deposit will be blocked from 24 hours before the beginning of the trip and can only be paid in one of the ways and with the values described in the announcement. The Vehicle cannot be delivered to the Traveler if the deposit is not blocked by the Host or by Indie Campers. Indie Campers will obligatorily block the deposit if one of the insurances provided by Indie Campers has been chosen.

When returning the Vehicle, the Host or Indie Campers will release the unused portion of the deposit, in the same way that it was captive and the reimbursement can be made up to 30 working days after the return of the Vehicle. In case of dispute regarding the security deposit, Indie Campers may assume the role of mediator, according to the terms described in "Relationship between Traveler and Host".

The deposit is intended to cover any damage caused to the vehicle during the rental period. This amount may be used to cover the costs of repairing the Vehicle after the occurrence of an accident or several accidents and any damage caused to the Vehicle covered up to the limit of the deductible of the contracted insurance. The deposit may also be used to cover damages to the vehicles that are not covered by the contracted insurance and eventual defaults of the Rental Contract, such as covering the exceeding of the chosen kilometers package, the passage in tolls and SCUTS, eventual fines, or any other amount owed to the Host by the Traveller, as long as it complies with the clauses of the rental contract and the Vehicle's inventory document, upon collection or return of the Vehicle. Additionally, in case the deposit is not sufficient to cover all of the Traveler's payment responsibilities, additional payments may be charged, without prior authorization from the Traveler.

In cases where part of the security deposit will be transferred to the Host, a transaction cost of 1.3% + VAT of the transacted value to be charged to the Host.

The Host must report all incidents caused in his Vehicle through the form available on the Platform's website until 5 days after checkout.

8. Cancellation Policy8.1 Cancelled by the renter

The cancellation policy will be applied according to the choice made by the Host, according to the various cancellation policies that you can consult at Cancellation Policies. Any amount by way of refund will be made within a maximum of 14 days from receipt of the cancellation request.

The occurrence of unforeseen or unavoidable events for which Indie Campers and Users have no responsibility (examples: force majeure, war, natural disasters, pandemics and strikes) does not invalidate the full application of the aforementioned provisions.

8.2 Cancelled by the Host

In case of cancellation of the reservation by the Host, Indie Campers will indicate other Vehicles under conditions similar to those reserved. In case the Traveler does not accept one of the Vehicles presented by Indie Campers, the amount paid by the Traveler will be refunded. If the remuneration is already in the Host's possession, and although it is a cancellation on his part, the Host is obliged to reimburse in full the amount received or Indie Campers may deduct this amount from future reservations. If Indie Campers reasonably expects to provide a refund to a Traveler under one of these policies, Indie Campers may delay sending any payment for that booking until a refund decision is made.

In case the Host cancels a reservation, the Host will be charged a cancellation fee and other consequences, to be charged directly or subtracted from the remuneration of subsequent reserves. Indie Campers reserves the right to cancel a reservation if the minimum requirements previously defined have not been respected by the Users.

The occurrence of unforeseen or unavoidable events for which Indie Campers and Users have no responsibility (examples: force majeure, war, natural disasters, pandemics and strikes) does not invalidate the full application of the aforementioned provisions.

9. Insurance

9.1 Purchasing Insurance

Vehicle rentals made through the platform must be accompanied by compulsory car insurance, this being the Traveller's responsibility. The insurance of the vehicle can be provided by the Host as long as he has a valid insurance at the rental date and it covers the use of third parties. The vehicle that does not have insurance for the use of third parties, the Client may use an insurance provided by the Platform under the conditions described in the *Indie Campers Platform*.

Indie Campers and the Host are not responsible for any possible damage or theft of personal objects suffered during the rental period and it is recommended that no valuable objects be left in the Vehicle, in sight, while the Traveller is outside the Vehicle.

The Traveler recognizes that he is responsible for all damages occurred during the rental period, regardless of the Insurance that may have been contracted and cost applied.

9.2 Reporting an Incident

In case of accident, the Traveler undertakes to follow the following procedures: Notify the Host, Indie Campers and the police authorities within 24 hours of any accident, theft, robbery or other misfortune, photograph what happened and obtain names and addresses of all persons involved, as well as witnesses who can clarify what happened, fill out the Accident Report in conjunction with other party(ies) involved, do not leave the Vehicle without taking all measures regarding its protection and safety, not to assume any responsibility or declare himself guilty, on behalf of the Host or in case of an accident that may hold him responsible. Collect and send immediately after the accident, the Accident Report with the data of other Vehicles and drivers that may be involved, the report of the authorities and the keys of the Vehicle (in case of theft) to the Host. Otherwise, all Insurance and risk coverage will be cancelled and the Traveller will be responsible for all expenses.

In the event that the Traveler refuses to sign the incident report and/or does not provide the necessary documents to open a claim process within a maximum of 24 hours after the damage occurred, an amount equivalent to the deductible, or deductibles, of the insurance may be charged and transferred directly to the Host or insurer.

9.3 Payment of Incidents

In case of damage covered by the contracted insurance, each damage that is the responsibility of the Traveler or unidentified third parties, will give rise to the payment of the excess if the amount of repair is higher than the amount of the excess established by the insurer, or the payment of the amount of repairs if it is lower than the amount of the excess established by the insurer,

except under conditions of exclusion by the motor insurance in force during the rental where all responsibilities and costs will be charged to the Traveler.

9.4 Obligations of the Host

When insurance provided by the Platform is used:

In case of damage caused to the Vehicle during the rental period, the Host undertakes to report the damage and to send the requested documents within the period presented in paragraph 9.2. In case of damage being covered by the insurance and assessed above the relevant deductible rate, the processing of the claim opening by our Insurance partners requires that the documents and information referred to in article 9.2 are transmitted to Indie Campers within a period not exceeding 24 (TWENTY FOUR) hours after the return of the Vehicle. At the risk of also losing the warranty, the technical inspection of the Vehicle must not present any faults that may be related to the cause of the damage. Once the guilty party has been identified and the decision communicated by Indie Campers after reviewing the claim, the Host undertakes to repair the Vehicle has no scheduled rental on the Indie Campers platform during this period. In case the Vehicle is booked through Indie Campers during the mentioned period, the maximum period may be extended to 1 month after the decision. In case of breakdown of the Vehicle, the Host is responsible for responding to the Traveler within a maximum period of 24 (TWENTY FOUR) hours.

In order to block the security deposit, the Host must notify Indie Campers through the form available on the Platform's website until 5 days after checkout.

10. Data protection

For the purposes of the regulations in force regarding the protection of personal data and services of the information society and electronic commerce, the personal data, both those provided for the formalisation of this contract and those collected during the term of the rental services, will be incorporated into a personal data file in order to be able to manage the rental services of rented vehicles, as well as for commercial purposes, and to keep Users promptly informed of all offers, products and promotions that may be of interest, by e-mail.

Users have the rights recognised in the General Data Protection Regulations to access, rectify and delete data, oppose its processing and request its limitation.

11. Applicable Law

These General Conditions and the conventions concluded between Hosts and Travelers in accordance with the establishment of relations by the Site are subject to the law applicable at the Host's home.

Rental agreement

1. Vehicle conditions

1) The Hirer acknowledges having received the vehicle and rented extras, with all the legally required documents, in a clean condition with all the features working. 2) The Hirer will return the vehicle in a clean condition, with the same amount of fuel at the pick-up, and with all the vehicle's

features operating in normally, on the return date, time and location established in the Rental Agreement. Failure to meet these criteria will result in additional charges to the Hirer according to the Rental Firm price table. Any loss or damage in the vehicle, rented extras, equipment or spare parts, will be fully charged to the Hirer according to the Rental Firm price table.

2. Documents

1) The execution and signature of this Rental Agreement is based on the assumption of the existence of: a) A valid vehicle driver's license to drive in Europe, b) a valid ID or Passport, c) a valid credit card (Visa, AMEX or Mastercard). All documents were presented upon the vehicle's collection and signing of this Rental Agreement. If the Hirer does not present the necessary documents, the vehicle cannot be rented, and standard no show fee will apply. 2) It is the responsibility of the Hirer to hold a valid license to drive in Europe. 3) The Hirer must be older than 18 years old. 4) For short term bookings, if one of the drivers is under 25 years of age, the purchasing of the Basic Protection plan is mandatory, as the Hirer is not qualified to purchase the Premium Protection plan when renting a vehicle. The Client hereby represents and warrants that the documents shared with the Rental Firm (and all information contained therein) are true, complete and valid, notably on what regards the address and the country of residence of the Client. 5) For subscription bookings: if the Hirer's fiscal residence is outside the European Union (including Switzerland and the UK), the Hirer can rent a vehicle in any of the countries and cities in which they are available. If the Hirer's fiscal residence is in Ireland, Portugal, Spain, France, Italy, Germany, Belgium, The Netherlands, Austria, Croatia, Sweden and Iceland, the Hirer can only rent a vehicle starting in the country in which he/she resides. If the Hirer's fiscal residence is in a EU country other than Ireland, Portugal, Spain, France, Italy, Germany, Belgium, The Netherlands, Austria, Croatia, Sweden and Iceland, it is not possible to rent a vehicle on the subscription product.

3. Use of the Vehicle

1) The Hirer undertakes that, during the Rental Period, the vehicle will not be: a) Driven by any person that is not mentioned in the rental agreement as a driver b) Driven in an imprudent and dangerous way. c) Driven by a person under the influence of alcohol or drugs. d) Left with the key inside the vehicle, while unoccupied. e) Damaged by submersion in water, contact with salt water, driving through flooded areas, beach driving and unpaved roads. f) Used for any race, contest or any illegal activities. g) Used to tow any vehicle. h) Used to carry passengers or property for hire or reward. i) Used to carry a number of passengers superior to the maximum capacity permitted by law. j) Used to carry hazard materials, volatile liquids, gases, explosives or other corrosive or inflammable material, apart from the gas provided by the Rental Firm. k) Used for the purpose of transporting and haulage goods other than what might be reasonably expected of a leisure rental. I) install accessories and advertising or commercial mentions. m) driven offroad, on closed roads, or roads not suited for the rented vehicle according to local laws and regulation. 2) The Rental Firm shall not be responsible for any of the consequences, nor for any damage, loss and/or other costs resulting from the Hirer not acting in conformity with the aforementioned points (a) to (I). 3) The Hirer acknowledges that the Rental Firm retains the title of the Vehicle at all times and shall not agree, attempt, offer or purport to sell, sub-let, lend or mortgage the vehicle to any other party. 4) The Hirer shall not make any modifications or additions to the vehicle, without prior written consent from the Rental Firm. 5) The Hirer shall take all reasonable steps to properly maintain the vehicle, including, daily checks of the Oil, Water and Batteries, and will contact the Rental Firm if vehicle warning lights indicate any potential

malfunction. 6) Any electrical devices (including the cooler) cannot be connected to the battery for more than 4 hours in a row, without charging the vehicle battery every day in camping places or in other 220V sources. 7) The Hirer is responsible for monitoring and obtaining information on weather forecasts and road conditions on his travels, and public warning thereof. 8) This Rental Agreement will be immediately terminated and the booking will be canceled without any need of judicial intervention if the vehicle is used in any terms that constitute a violation of this Rental Agreement or the commission of a crime. Additionally, the Rental Firm reserves the right to, justifiably, recover the vehicle, at any time, without previous notice, and the Hirer is held responsible for all the charges involved. 9) The Hirer may not, in any case, sublet or assign the Vehicle without prior written consent of the Rental Firm.

4. Pets

1) It is permitted to travel with one pet if its weight does not exceed 30kg. In such a case, a fee will be charged (After-trip Cleaning). The After-trip Cleaning covers the cleaning of the vehicle after the rental, while the Hirer is liable for any and all damages caused by the pet in the interior and exterior of the vehicle. It is of the entirely the responsibility of the Hirer to guarantee that the pet travels in safe conditions and according to the local regulations. The Rental Firm will not be liable for any traffic tickets or legal fees due to the pet's presence inside the vehicle.

5. Gas Policy

1) Models with Portable Cookers: Customers who have pre-paid for gas will receive 2 full disposable canisters of gas (220g). Additional gas canisters can be purchased throughout the rental period at the Hirer's own expense. 2) Models with Built-in Cooker/Stove: the Rental Firm will deliver the vehicle with two bottles, namely the one returned by the previous customer (with a variable level of gas), and a full sealed cylinder of camping gas. The Hirer has the option of using the sealed bottle during the trip and in case he/she does, the Rental Firm will be charging the Hirer according to the defined pricing. 3) Additional gas bottles or refills can be purchased throughout the rental period at the Hirer's own expense. 4) Different connections and gas bottles are in place in different countries and might require an adapter to refill. Please note that the provided gas bottles must not be exchanged for foreign ones, otherwise, a Fee will be applied.

6. AdBlue Policy

1) AdBlue is a diesel exhaust fluid required in modern diesel engine vehicles. All models requiring AdBlue are identified with an AdBlue tank, located next to the fuel tank. Similarly to fuel level, the vehicle dashboard shows if the AdBlue level is low. 2) The vehicle is delivered above the minimum AdBlue for circulation (without AdBlue lights on) and must be returned in the same conditions, otherwise a Refuelling Fee will be applied. 3) During the trip, the Hirer is responsible to guarantee that the vehicle always has both Fuel and AdBlue required for circulation without damaging the engine. 4) Additional AdBlue can be purchased throughout the rental period at any fuel station at the Hirer's own expense. The Rental Firm will not reimburse the Hirer for any AdBlue fluid expenses upon return of the vehicle.

7. Mileage policy

7.1 All bookings include a fixed number of kilometres/miles per night for free, which may vary according to seasonality and number of nights. 2) Customers have the option to add extra

km/miles packages or unlimited kms/miles before their trip during the booking process. 3) Any additional km/miles will be charged at drop-off. The value of the fee per extra km/mile for each reservation is communicated during the booking process, as it might vary with the pick-up location and vehicle model.

7.2 For Subscription bookings, the number of included kilometers for free is 1.000kms per month or 10.000kms per year. For an additional cost, monthly packages of plus 500kms/month and plus 1.000kms/month can be added to the booking. Additionally, if the booking has a duration of one year, yearly packages of plus 6.000kms/year, plus 12.000kms and plus 18.000kms can be added to the booking. If the Client exceeds the limits of 1.000kms per month or 10.000kms/year without subscribing any monthly/yearly packages of extra kms or if such packages were also exceeded, the Rental Company will charge an additional fee per each km/mile above the said limits. The value of the fee per extra km/mile for each subscription is communicated during the booking process, as it might vary with the pick-up location and vehicle model.

8. On-Road Assistance and Technical Issues

1) Any problems associated with the vehicle, including equipment failure, must be reported immediately to the Rental Firm as it might be possible to rectify the problem during the rental period. The absence of such report previously to external on-road assistance calling nullifies the responsibility of the Rental Firm. 2) The Hirer must contact the Rental Firm before contacting any external on-road Assistance Company as the Rental Firm might assist the Hirer with technical issues, whereupon it will not dislocate its own employees for vehicle repairing/exchange services. 3) The Rental Firm's assistance covers any technical or mechanical malfunction of the vehicle arising from a manufacturing or material fault that directly renders the part concerned unfit for operation during the warranty period. 4) The following occurrences are not covered by the Rental Firm's assistance: a) The vehicle running out of fuel. b) The keys being locked inside the vehicle, damaged (e.g. humidity in the key), or lost. c) Discharged batteries caused by incorrect usage and/or incorrect usage of any equipment that requires batteries to operate. d) Vehicle blocked off-road or at an unpaved road. e) A breakdown caused by willful neglect (e.g. off-road driving). f) Assistance to change a flat tire. Any tow/relocation expenses will be charged to the Hirer. 5) The Rental Firm provides 24hr Assistance, although outside standard business working hours some delays may occur. 6) In case of any malfunction, the Hirer is not allowed to make repairs or alterations to the vehicle, unless authorized by the Rental Firm and following exact instructions. For any malfunction that does not require vehicle immobilization and that cannot be repaired onsite, the Hirer must mobilize the vehicle to a specific location to be indicated by the Rental Firm. In case of Subscription Rentals, if a mandatory inspection is required during the subscription period, the Hirer must present themselves at a specific location to be indicated by Indie Campers. In the event of an accident in which the Hirer is found responsible for, the Rental Firm is not obliged to present a replacement vehicle. 7) In the event of vehicle immobilization due to mechanical breakdown, or accident, and if it is not possible to repair on-site, the Rental Firm shall send a tow truck to drive the vehicle and the Hirer to the closest workshop or rental depot.

9. Insurance Coverage

1) The rental vehicle is insured against third party vehicles and property damage. 2) The Insurance is valid in the following 32 European countries: Andorra, Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland and the UK. The vehicles can only be driven in these countries, and driving in other countries other than the ones mentioned above constitutes a violation of this Rental Agreement and the Rental Firm cannot be liable for any damage, malfunction or other consequence that happens outside the countries where Insurance is valid, being the Hirer liable for any reparation costs and/or relocation of the vehicle and any other administrative costs, charges, fees and fines the Rental firm incurred as a result of that unauthorized use. The Rental Firm reserves the right to charge the Hirer a penalty of 1,000€ (one thousand euros) for each day the vehicle is used or located in a country where the Insurance is not valid. 3) The vehicle is only insured covered during the contract stipulated duration. The Rental Firm cannot be liable for any damage outside the rental duration, being the Hirer the only liable entity. 4) The Hirer is responsible for any damage incurred while in possession of the vehicle, up to the amount of the security deposit, considering all exclusions stated on clause 11 – "Liabilities". All the Protection Plan options and security deposit only cover the first accident suitable to activate the Insurance coverage of each rental. In case of more than one accident suitable to activate the Insurance coverage during the rental period, the Hirer is responsible for the full repair costs of each additional damage. To cover the costs of any possible damages, the Rental Firm will block the full amount of the security deposit on the credit card associated to the Hirer. 5) If the Hirer breaches any of the conditions of the clauses in this Rental Agreement, any Insurance option will be voided, and the Hirer will be responsible for the total cost of all damages. 6) All Protection plans include Roadside Assistance (which includes 24/7 Line Assistance and the towing of an Indie Campers vehicle to a nearby Indie Campers Depot or auto garage in case of accidents or mechanical breakdown). The Rental Firm maintains the right to charge any additional costs incurred by it that are not covered by the insurance agreement/Roadside Assistance. 7) If Window Coverage is selected, the repair cost of one glass window is covered. Headlights, side mirrors and roof windows (skylights) are not included. 8) If Tire Coverage is selected, the accidental damage of one tire is covered. Rim and service of changing the tire is not included. 9) Protection Plans are not included nor can be subscribed by the Client under the Subscription Bookings. On the other hand, i) roadside assistance will be provided under the same conditions of the Short Term Bookings, ii) the Rental Firm will provide maintenance tires (only for usage, not damage) and oil change. 10) If damages under the Subscription Bookings arising from the Client's fault occur, the Client shall be provided with a new Vehicle once the Rental Firm is reimbursed of such damages. 11) In case of any vehicle malfunction under the Subscription Bookings arising from the Rental Firm's fault occur, the Client shall be provided with a new Vehicle once the incident is analysed by the Rental Firm.

10. Accident / Vehicle Damage

In the event of an accident or vehicle damage, the Hirer agrees to the following procedures: 1) Immediately notify the Rental Firm and police authorities of any accident, theft, robbery or other misfortune. 2) Take pictures and obtain names and addresses of all persons involved as well as witnesses, that can document what happened 3) Fill the accident report, together with other vehicles that may be involved. 4) Shall not leave the vehicle without taking all measures regarding its protection and safety. 5) Shall not take any responsibility or pled guilty on behalf of the Rental Firm or in the event of an accident that might hold the Rental Firm liable 6) Collect the accident report signed by all parties involved and the documents prepared by the police authorities, along with the vehicle keys, if retained (in case of vehicle theft) and send it immediately to the Rental Firm. Otherwise, all Insurances and coverages will be voided, and the Hirer is liable for all expenses.

11. Liabilities

1) The Rental Firm does not accept any liability for personal injuries sustained during the rental period and recommends that no valuable items should be left in the vehicle, out in the open, while the Hirer is away from the vehicle. The Rental Firm is not responsible for any belongings lost or stolen during the rental period, neither for any interior or exterior damages to the vehicle due to vandalism/theft, accidental or weather damages. Any liability of Rental Firm shall be limited to the amount paid out under the Insurance. Any exclusions or limitations of liability of the Rental Firm under this Rental Agreement shall only apply to the extent permitted by applicable law. 2) The Hirer acknowledges that is responsible for all costs of the following damages, irrespective of the Protection Plan that may have been taken. Damage identified below is specifically excluded from any Protection Plan Option and applies also to Subscription Bookings: a) Any damage due to vehicle, when in breach of a clause in this Rental Agreement. b) Any damage caused by willful conduct, influence of alcohol, drugs or any substance that reduces driving ability. c) Any loss/damages/stolen personal belongings. d) If the customer has a careless or negligent behavior of any kind or fails to abide by local road rules or Rental Firm instructions, resulting in damages to the vehicle, or third-party property. e) The cost to retrieve or recover the vehicle from any restricted area, submerged, bogged, trapped, or abandoned, unless caused by circumstances beyond the control of the Hirer. f) The cost to replace keys which have become damaged, lost, stolen, or locked inside the vehicle. g) Drivers not identified in the Rental Agreement, or Drivers with a canceled, expired, suspended or seized driver's license. h) For any cost associated with the incorrect use of fuel. i) All damages below side door lines or above the windscreen line, if there is no collision with third parties. j) All damages caused by hitting an animal while driving. k) Damages caused by the wind blowing up a door.

12. Return of the Vehicle

1) The vehicle must be returned at the date, time and location specified in the Rental Agreement. 2) The Hirer can change the drop off location or check-out date/time if the Rental Firm Reservations staff have previously authorized said the change in writing. Charges will apply, and the amount will be communicated by the reservations team. The Charges apply to all cases, irrespective of the reasons behind the change. If the Rental Firm does not confirm the change via email, the Hirer must comply with the contract location and drop-off date and time as outlined in the Rental Agreement. 3) Failure to obtain prior authorization from Rental Firm Reservations staff and the vehicle delivery in breach of the schedule previously agreed in the Rental Agreement will be subject to an extra fee equal to three times the rental nightly rate be paid immediately upon the drop-off. 4) If the vehicle is returned in a different place from the one contracted, the Hirer is responsible for all the ensuing extra costs caused to the Rental Firm. 5) If the vehicle is not returned to a Rental Firm employee, the Hirer is liable for all losses or damages including vehicle theft or robbery. 6) Vehicle equipment: All vehicles are provided with a cleaning kit, and in case of not returning the vehicle equipment and/or rental extras in the same conditions as they were handed, a fee will be charged to the Hirer according to the value of the item(s). 7) An additional cleaning fee penalty of €100 will be charged to the Hirer if the vehicle is not returned in a clean condition in the interior (absence of garbage, sand, mud or any other waste) and exterior, without the wastewater tank empty, without emptying the chemical toilet, kitchen utensils cleaned, and the cooler turned-off with no food inside. 8) If the vehicle is not returned with the same fuel level as at pick-up, the Hirer will be charged €40 for every 1/4 tank missing.

13. Liability / Security Deposit and After Rental Payments

1) The security deposit can only be paid by credit card (Visa, AMEX or Mastercard), and the credit card owner must be present at the pick-up. At the vehicle delivery, the Hirer is required to pay the security deposit according to the chosen Protection Plan option. This amount will be held in the Hirer's credit card to ensure the excess payment in the event of robbery or accident and any other vehicle damage during the rental period. 2) If the security deposit amount is not authorized by the bank or by the credit card owner, this Rental Agreement cannot be executed, and the vehicle cannot be delivered. In this case, the regular cancelation policy will apply, and the full booking amount will be charged to the Hirer. 3) The security deposit will be returned to the Hirer at the end of the rental period, by a Rental Firm staff member, who shall state the vehicle is in the same conditions compared to when it was collected. 4) Vehicle damage and equipment/extras damage costs will be charged according to the Rental Firm price table. 5) In case of an accident where the Hirer does not consider himself/herself responsible, the Rental Firm will hold the full amount of the security deposit until the insurance company states the responsibility. 6) If the damage repair costs cannot be determined immediately, the Rental Firm will hold the full amount of the security deposit. 7) The Hirer agrees that the Rental Firm is authorized to charge the credit card on file for any further amounts that may arise such as parking tickets, fines, traffic offence penalties, tolls, damages to the vehicle (interior or exterior) and overdue amounts, of which the Hirer bears the sole responsibility. Rental Firm is entitled to verify any of the damages to the vehicle for 30 days after the last day of the rental agreement. If the Rental Firm is notified or contacted by any administrative private or public entity due to the Hirer's behavior, the Rental Firm will charge the Hirer, for each individual event, an administrative fee of i) 25€ if only the identification of the Hirer/Driver was legally required (an exceptional reduced fee of 15€ may apply to tolls' entities with which there is an established protocol) or ii) an administrative fee of € 50 if the Rental Firm had to legally make any payment on behalf of the Hirer or present any opposition/appeal, without prejudice of the complete reimbursement to the Rental Firm by the Hirer of any amounts paid by the Rental Firm arising or aggravated by the Hirer's behavior. 8) The Hirer must provide the Rental Firm with an alternative credit card that can be used to meet Hirer's obligations under the Rental Firm Terms and Conditions, in case of insufficient funds, declined transactions for any reason, and cancelled or suspended credit card. 9) All unpaid invoices will be added interest, which is the highest legal rate plus a flat fee, corresponding to 20% of the unpaid amount and any compensation for occurred damages / lost profits due by law. In the event of a legal dispute somehow related with this contract, the parties agree that the jurisdiction of the pick-up location will be applied. In case of a complaint in relation to this Rental Agreement, the Hirer shall first contact the Rental Firm. The European Commission provides an online dispute resolution platform, which you can reach at http://ec.europa.eu/odr. The Rental Firm is not obliged to participate in a dispute settlement procedure before a consumer arbitration body. If parties do not reach an amicable out-of-court settlement, all disputes shall be submitted to the competent court in the applicable jurisdiction. 10) Regarding Subscription Bookings, a deposit will be held at pick up. The amount of the Deposit will be 2.500€ (deposit and liability). A monthly bank authorization will be held to that purpose. In the context of Subscription Bookings, only one extra Driver is allowed.

14. Customer Agreement

1) This agreement constitutes the arrangement of the parties and there are no other oral undertakings, warranties or arrangements between the parties. Any charges are calculated in accordance with the Rental Agreement and applicable Terms and Conditions available at the Rental Firm's website. 2) When booking and paying the initial deposit, the Hirer voluntarily agreed with Rental Firm Terms and Conditions. 3) The Hirer assures that all information supplied

in relation to this Rental Agreement is truthful. 4) This Rental Agreement may only be assigned to any third party with the written agreement of both parties.

15. Vehicles and brands

If, for any reason that is not the rental firm's responsibility, such as a delay by the previous renter, accident, theft, breakdown, weather conditions, pandemics, strikes or any other situation that can compromise the delivery of the vehicle previously reserved, it is not possible to perform the vehicle delivery on the stipulated date or time, the Rental Firm can: 1) Provide the Hirer a similar category or model. The Vehicle brand, year of edition, design or color may vary. 2) Inform the Hirer of unavailability of the vehicle and provide him/her with the full refund of the amount paid, and no other additional compensation to the extent permitted by the applicable law.

16. Data Protection

For the purposes of the provisions of current regulations regarding the protection of personal data and services of the information society and electronic commerce, you are informed that your personal data, both those provided for the formalization of this contract and those collected during the term of the rental services, will be incorporated into a personal data file in order to be able to manage the rental services of hired vehicles, as well as for commercial purposes such as keeping you promptly informed of all those offers, products and promotions that may be of interest to you, by email. The Hirer has the rights recognized in the General Data Protection Regulation to access, rectify and delete the data, oppose the processing and request its limitation.

RENTAL AGREEMENT TERMS AND CONDITIONS FOR US ONLY

1. Definitions.

"Agreement" means the Terms and Conditions in these Terms and Conditions, and the provisions found on the Rental Agreement. "You" or "your" means the person identified as the renter in this Agreement, any person signing this Agreement, any Authorized Driver, or any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our", "INDIE CAMPERS" or "us" means INDIE CAMPERS USA INC. "Additional Driver" means a person we list on the Rental Agreement. "Authorized Driver" means the renter, as being any driver noted in the Rental Vehicle Agreement as an authorized driver. Only Authorized Drivers are permitted to drive the Vehicle. An "Unauthorized Driver" means anyone who is not the renter, by not being noted in the Rental Vehicle Agreement, any Additional Driver, nor any other individual as required by applicable state law. Agreement provided that each such person has a valid driver's license for the duration of the rental period or their reservation period, whichever period is longer and is at least 21 years of age. Authorized Drivers are the only persons permitted to drive the Vehicle. To the extent permitted by law, we may charge an additional fee for each Authorized Driver (other than the renter). "Vehicle" means the motor vehicle identified in this Agreement and any vehicle we substitute it for, and all its tires, tools, accessories, equipment, keys, and Vehicle documents, but "Vehicle" does not include portable navigation devices or other optional equipment ("Optional Equipment") that you rent from us. "Loss of Use" means the loss of our ability to use the Vehicle for any purpose (including, but not limited to non-rental uses such

as general display of the Vehicle, display of the Vehicle for sale, non-revenue transportation by employees) due to damage to or loss of the Vehicle during your rental. "Diminished Value" means the difference between the value of the Vehicle immediately prior to damage or loss, and the value of the Vehicle after repair or replacement. "Vehicle License Fee" means our estimate of the average per day per vehicle portion of charges imposed by governmental authorities on us, including our total annual vehicle licensing, titling, plating, inspection, and registration costs, or to recover other similar charges as permitted by applicable law.

2. Rental, Indemnity, and No Warranties.

This is a contract for rental of the Vehicle. The price you are provided on your Rental Agreement is only for the rental period specified on the Rental Agreement. If you return your Vehicle early or late your price is subject to change. To the extent permitted by law, we may terminate this Agreement and repossess the Vehicle at your expense without notice to you, if you breach this Agreement or if the Vehicle is abandoned or used in violation of law or this Agreement. To the extent permitted by law, you agree to indemnify us, defend us, and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of this rental and your use of the Vehicle; and We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability, and no warranty that the Vehicle is fit for a particular purpose. You agree not to alter the Vehicle or any Optional Equipment. If you or an Authorized Driver determine the Vehicle or Optional Equipment and notify us immediately.

3. Telematics Notice and Release.

You acknowledge that the Vehicle may be equipped with a telematics device, global positioning satellite ("GPS") technology, an electronic locator device, and/or an event data recorder. We may find, monitor, or disable the Vehicle through such systems if we deem it necessary, without warning or notice, to the extent permitted by applicable law. Remote monitoring may include the collection of Vehicle data, such as location, odometer, oil life, fuel level, tire pressure, battery charge, diagnostic trouble codes, and other elements that we may deem necessary. We are not responsible for the operability of any telematics navigational or other system included with the Vehicle. You acknowledge these systems may use cellular telephone, wireless technology, Bluetooth technology, or radio signals to transmit data, and therefore your privacy cannot be guaranteed. You authorize any person's use or disclosure of or access to location information, automatic crash notification, and operational vehicle reporting conditions of Vehicle as permitted by law. You shall inform any and all drivers and passengers of vehicle of the terms of this section and that you have authorized release of information as provided herein. You agree to release us and agree to indemnify, defend and hold us harmless for any damage to persons or property caused by failure of the telematics device to operate properly, or otherwise arising from the use of the telematics device. Third party telematics service providers are not our agents, employees, or contractors. Your use of a telematics system during the rental is subject to the terms of service and privacy policy of the third-party telematics system provider. The Vehicle may collect and store personal information if you chose to connect your smartphone or other device to the Vehicle's Infotainment System. INDIE CAMPERS does not access, collect, or use any information that may be stored by the Infotainment System. If you choose to connect your device to the Infotainment System, you are representing that you understand that information from your device may be stored by the Vehicle's Infotainment System.

4. Condition and Return of Vehicle.

You must return the Vehicle to our rental office or other location we identify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned to any other office or location or left somewhere other than the office or location identified by us, you remain responsible for the safety of and damage to or loss of the Vehicle until we inspect it. In addition, you authorize us to charge your credit or debit card a one-way charge or service fee plus any additional costs incurred by us in the return of the Vehicle. If the Vehicle is returned after closing hours, you remain responsible for the safety of and damage to or loss of the Vehicle until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior written approval. You must check and maintain all fluid levels, check that the Vehicle is in a roadworthy condition, lock the Vehicle at all times when you are not operating it, and return the Vehicle with at least the same amount of fuel as when rented, unless we offer, and you purchase a pre-paid fuel service. No refund or credit shall be issued if you return the Vehicle with a greater amount of fuel than when you received it. FOR RENTALS WITH PICK-UP LOCATIONS IN CALIFORNIA -- Warning: California Vehicle Code Section 10855 provides the following: "Whenever any person who has leased or rented a vehicle willfully and intentionally fails to return the vehicle to its owner within 5 days after the lease or rental agreement has expired, that person shall be presumed to have embezzled the vehicle."

5. Responsibility for Damage or Loss; Reporting to Police; Responsibility for Fees; Responsibility for Optional Equipment.

You are responsible for all damage to, and for loss or theft of, the Vehicle including damage caused by collision, weather, road conditions and acts of nature, even if you are not at fault. You are responsible for the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair the Vehicle. You are also responsible for Loss of Use (without regard to fleet utilization), Diminished Value, and our administrative expenses incurred processing a claim. You must report all accidents and incidents of theft and vandalism to us and the police as soon as you discover them. You are responsible for paying the charging authorities directly all parking citations, toll fees, fines for toll evasion, and other fees, fines and penalties assessed against you, us, or the Vehicle during this rental. If you fail to pay any of these charges and we pay any part of them, you will reimburse us for all such charges and, in addition, pay us an administrative fee of up to \$60 for each such charge. For rentals with pick-up locations in the state of California, we will be responsible for any fines assessed against you, us, or the Vehicle that are based solely on the Vehicle's lack of toll transponder. Your responsibility for damage to or loss of the Vehicle is limited by law in the following jurisdictions: FOR RENTALS WITH PICK-UP LOCATIONS IN CALIFORNIA - You are responsible for all damage to and loss of the Vehicle caused by collision whether or not you are at fault. Your responsibility will include: (a) all physical and mechanical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle calculated in accordance with California law; (ii) if we determine that the Vehicle is repairable: the reasonable estimated retail value or actual cost of repair up to the fair market value; (b) an administrative fee in accordance with California Law; and (c) our actual charges for towing, storage, and impound fees. You are also responsible for missing equipment. You are responsible for loss due to theft of the Vehicle and all damage due to vandalism that occurs in

connection with a theft if you fail to exercise ordinary care while in possession of the Vehicle. You are responsible for damage due to vandalism not associated with theft of the Vehicle up to a maximum related to the fair market value of the vehicle. Permitting a person who is not an Authorized Driver to use the Vehicle is not an exercise of ordinary care, but a willful and reckless act, and is a breach of this Agreement. a. Optional Equipment. Upon request and subject to availability, we offer certain Optional Equipment, considered as extras, for your use during the rental at an additional charge. All Optional Equipment is rented "AS IS" and must be returned to us at the end of the rental in the same condition as when rented. Optional Equipment is not part of the car. You are responsible for any loss or damage to any Optional Equipment regardless of the cause. You should review the operational instructions for all Optional Equipment before leaving the rental location. If you rent a Child Seat from us, you have the sole responsibility to inspect and properly install the seat yourself. We make no warranties, express, implied, or apparent, regarding the Child Seat or any other Optional Equipment, no warranty of merchantability, and no warranty that the Child Seat or any other Optional Equipment is fit for a particular purpose. You are responsible for all injury or damage arising out of, or related to your use of the Child Seat, or any other Optional Equipment. If you choose to rent a Global Positioning Device ("GPS") from us, you are responsible for returning it in the same condition as when rented with all accessories provided, including the carrying case, the car charger, the windshield mount, and, in states where provided, the console beanbag mount ("GPS Accessories"). If the GPS or GPS Accessories are lost or damaged so as to, in our sole opinion, require repair or replacement, you will pay us the fair market value for its repair or replacement.

6. Prohibited Use of the Vehicle.

We will not waive your responsibility, if you gave us false, fraudulent or misleading information prior to the rental or during the rental, and we would not have rented the Vehicle to you or extended the rental period, if we were given true information; or if you fail to notify us and the police of an accident, theft or vandalism involving the Vehicle, or if damage to or loss of the Vehicle is the result of a prohibited use, including damage or loss that: (a) is caused by anyone who is not an Authorized Driver; (b) is caused by anyone under the influence of a drug or alcohol; (c) occurs while the Vehicle is used during the commission of a felony or other crime, other than a minor traffic violation; (d) occurs while carrying persons or property for hire, while pushing or towing anything, during any race, speed test or contest, or while teaching anyone to drive; (e) results from carrying dangerous, hazardous, or illegal material; (f) results from use of the Vehicle outside the geographic area specified on the Rental Agreement, or from use in Mexico; (g) is caused by driving on unpaved roads; (h) occurs while transporting more persons than the Vehicle has seat belts, while carrying persons outside the passenger compartment, or while transporting children without approved child safety seats as required by law; (i) occurs when the odometer has been tampered with or disconnected; (i) occurs when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (k) is caused by carrying anything on the roof, trunk or hood of the Vehicle, or by inadequately secured cargo inside the Vehicle, or by an animal transported in the Vehicle; (I) occurs when the Vehicle is unlocked, or the keys or key fob are lost, stolen or left in the Vehicle when not operating it; (m) is caused, where applicable, by anyone who lacks experience operating a manual transmission; (n) results from failure to allow sufficient height or width clearance; (o) results from your willful, wanton or reckless act or misconduct; (p) results from fueling with a type of fuel improper for the specific Vehicle; or (q) results from driving or operating the Vehicle while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages while not in a

hands-free mode. In the event of a loss due to theft of the Vehicle, we will not waive your responsibility for the loss unless you return to us all the Vehicle keys or ignition devices we gave you at the time of rental. FOR RENTALS WITH PICK-UP LOCATIONS IN CALIFORNIA -NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY AND OPTIONAL DAMAGE WAIVER --You are responsible for all collision damage to the Vehicle even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the value of the vehicle, and towing, storage, and impound fees, subject to renter's liability Your own insurance, or the issuer of the credit card you use to pay for the vehicle rental transaction, may cover all or part of your financial responsibility for the Vehicle. You should check with your insurance company, or credit card issuer, to find out about your coverage and the amount of the deductible, if any, for which vou may be liable. Further, if you use a credit card that provides coverage for your potential liability, you should check with the issuer to determine if you must first exhaust the coverage limits of your own insurance before the credit card coverage applies. You will be held responsible if: (a) Damage or loss results from an Authorized Driver's (i) intentional, willful, wanton, or reckless conduct, (ii) operation of the Vehicle under the influence of drugs or alcohol in violation of Section 23152 of the Vehicle Code, (iii) towing or pushing anything, or (iv) operation of the vehicle on an unpaved road if the damage or loss is a direct result of the road or driving conditions. (b) Damage or loss occurs while the Vehicle is (i) used for commercial hire, (ii) used in connection with conduct that could be properly charged as a felony, (iii) involved in a speed test or contest or in driver training activity, (iv) operated by a person other than an Authorized Driver, or (v) operated outside the United States. (c) An Authorized Driver who has (i) provided fraudulent information to us, or (ii) provided false information and we would not have rented the vehicle if we had instead received true information, a. Lost or Damaged Keys or Key Fobs, Even if you do not violate the terms detailed in paragraph 6 above, you will be responsible for the following: a) a service fee for replacing the keys or key fob and delivering replacement keys or key fobs or towing the Vehicle to the nearest INDIE CAMPERS location if you lose the keys or key fob to the Vehicle; and b) a service fee for delivering replacement keys or key fob or towing the Vehicle to the nearest INDIE CAMPERS location if you lock the keys or key fob in the Vehicle and request assistance from INDIE CAMPERS, flat tire service, and jumpstarts.

7. Prohibited Uses.

Where permitted by law, the following, in addition to the prohibitions listed above in the Loss Damage Waiver section, unless granted permission by INDIE CAMPERS, shall be considered prohibited uses of the Vehicle ("Prohibited Uses"): • By anyone without first obtaining INDIE CAMPERS's written consent; • By anyone who is not a gualified and licensed driver; • To carry persons or property for hire, livery, On-Demand service, or Transportation Network Company (Uber, Lyft, etc.); • To propel or tow any vehicle, trailer or other object; • In any race, test or contest; • For any illegal purpose or in the commission of a crime; • To instruct an unlicensed person in operation of vehicle; • If the vehicle is obtained from INDIE CAMPERS by fraud or misrepresentation; • To carry persons other than in the passenger compartment of the Vehicle; • Loading the vehicle beyond its rated capacity; • While under the influence of alcohol or other intoxicants such as drugs or narcotics or under any other physical or mental impairment which adversely affects the driver's ability to operate the Vehicle; • Intentionally causing damage to or loss of the Vehicle; • On other than a paved road or graded private road or driveway; and • In an unsafe, reckless, grossly negligent, or wanton manner. Violating a traffic law or receiving a ticket in an accident is not automatically a violation of this provision, but may be an indication that a violation of this provision has occurred. • Younger than the minimum age set forth in this agreement. Prohibited use of the Vehicle violates this agreement, voids all liability and other

insurance coverage (where permitted by law), makes Vehicle subject to immediate recovery by INDIE CAMPERS, and makes you responsible for all loss of or damage to or connected with the Vehicle, regardless of the cause, including but not limited to INDIE CAMPERS's expenses, including loss of use.

8. Insurance.

We provide comprehensive and collision insurance covering damage to the Vehicle with a deductible per occurrence, for which deductible you are responsible. We also provide primary auto liability insurance that covers bodily injury and property damage with limits no higher than the minimum amounts stated in the financial responsibility insurance laws of the state whose laws apply to the loss. Our insurance includes PIP or medical payments. Medical Payments are limited to \$2,000 or the minimum amount required by the law of the state whose laws apply to the loss-whichever is higher. Our insurance also includes no-fault, and uninsured/under-insured motorist coverage up to the minimum amounts required by the laws of the state whose laws apply to the loss. Coverage is void if you violate the terms of this Agreement, or if you fail to cooperate in any loss investigation conducted by us or our insurer. You are responsible for all damage to the Vehicle and damage or injury you cause to third parties that is not covered by our insurance policies or that is in excess of our insurance limits. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. Coverage under the Policy is void if you give the Vehicle to an unauthorized driver or otherwise materially breach this Agreement; or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report. As long as customer has a valid insurance, namely will provide at least the minimum limits of coverage required by the financial responsibility ("FR") laws of the state where the loss occurs, it shall be used in a first instance. Because the customer is providing automobile insurance, we are not. In states where the law requires us to provide insurance, we will provide excess insurance only, up to the minimum limits required by the FR laws of the state where the loss occurs. The customer's insurance will be primary. Any insurance we are required to provide applies to claims of BI and PD only. Our policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. Customer agrees to cooperate with our insurer if any claim is made. Our insurance applies only in the United States and Canada. Where permitted by law, You reject UM, UIM, supplemental, PIP, and no-fault coverages. Where we are required to provide any such coverage, You are afforded the minimum limits required by law. Any breach of this rental agreement will void any insurance coverage. You understand that you are not an additional insured under INDIE CAMPERS's insurance for collision, upset and comprehensive damage to the Vehicle. INDIE CAMPERS's Liability Insurance Policy Number is 102315. THE CALIFORNIA DEPARTMENT OF INSURANCE MAINTAINS A TOLL-FREE CONSUMER HOTLINE. 800-927- 4357(HELP).

9. Charges and Costs.

You will pay us at or before the conclusion of this rental, or on demand, all charges due us under this Agreement, including the charges and fees shown on the Rental Agreement and: (a) a mileage charge based on our experience if the odometer is tampered with; (b) any taxes, surcharges or other government-imposed fees that apply to the transaction; (c) all expenses we incur locating and recovering the Vehicle if you fail to return it, return it to a location or office other than the location or office identified by us, or if we elect to repossess the Vehicle under the terms of this Agreement; (d) all costs including pre-and post-judgment attorney fees we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (g) a reasonable fee not to exceed \$150 to clean the Vehicle if returned substantially less clean than when rented or if there is evidence of smoking or vaping in our Vehicle; and, (h) towing, impound, storage charges, forfeitures, court costs, penalties and all other costs we incur resulting from your use of the Vehicle during this rental. Special rental rates, vehicle category upgrades or any equipment or services provided to you free of charge only apply to the initially agreed upon rental period: If you return the Vehicle after the Due-In Date, you may be charged the standard rates for each day (or partial day) after the Due-In Date, which may be substantially higher than the rates for the initially agreed rental period. You also may be charged the standard fees for each day (or partial day) after the Due-In date for any equipment or services provided to you without charge for the initially agreed upon rental period. You will not receive a refund of prepaid amounts if you return the Vehicle before the Due-In Date. All Charges are subject to a final audit. If errors are found, you authorize us to correct the Charges with your payment card issuer. If a reservation is for a period more than twenty-eight (28) consecutive days, such reservation shall be governed by the following. Such reservation shall consist of consecutive rentals for individual terms of no more than twenty-eight (28) days each ("Rental Period"), but consecutively lasting for a period of time equal to the reservation period ("LT Reservation Period"). Each Rental Period is a separate rental, distinct from any other Rental Period during the LT Reservation Period. Subsequent rental agreements will be sent to You via email. You must review, electronically sign, and provide the Vehicle's current mileage for each subsequent rental agreement. You acknowledge that a separate authorization equal to the rental agreement's gross total plus the security deposit will be processed for every rental agreement in the LT Reservation Period. Further, if the authorization fails, You will be required to provide a different payment method. An INDIE CAMPERS representative will contact You via phone call and email for three consecutive days, or until You are reached, or You contact INDIE CAMPERS back. The first two days, You will be informed about the failed authorization. On the third day of no response, You will be informed the vehicle must be returned at an INDIE CAMPERS location within 24 hours. Otherwise, the Vehicle will be considered overdue and the overdue process will commence. Each rental during the LT Reservation Period will be charged the same time and mileage rate as set forth in the reservation for the initial Rental Period. You acknowledge that at any time You agree to a revised agreement, such revised agreement will govern each remaining Rental Period.

10. Deposit.

You permit us to reserve against your credit or debit card at the beginning of the rental an amount up to three times the estimated total charges as a deposit, in no event less than \$3000, or the amount listed on the Rental Agreement. We may use your deposit to pay any amounts owed to us under this Agreement. The deposit amount does not limit in any way the total amount owed to use under this Agreement. We will authorize the release of any excess Reserve upon the completion of your rental. Your debit/credit card issuer's rules will apply to your account being credited for the excess, which may not be immediately available.

11. Your Property.

You release us, our agents and employees from all claims for loss of or damage to your personal property, including digital data or information from any mobile device that you link to any telematics device or system in the Vehicle, or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices,

whether or not the loss or damage was caused by our negligence or was otherwise our responsibility. The Vehicle may be equipped with an infotainment system that permits you to pair your own mobile devices, and which may download your personal contacts, communications, location or other digital data. If you pair your device during the rental, you should unpair it and wipe all personal information from the Vehicle's systems before returning it.

12. Breach of Agreement.

The acts listed in Paragraphs 6 and 7 are prohibited uses of the Vehicle and breaches of this Agreement. You will breach this agreement if you allow any person other than the Renter or an Authorized Driver to operate the Vehicle. If an Unauthorized Driver damages the Vehicle or injures others, we will hold you responsible for the damage. You waive all recourse against us for any criminal reports or prosecutions taken against you by law enforcement arising out of your breach of this Agreement.

13. Modifications.

No term of this Agreement can be waived or modified except by a writing signed by one of our expressly authorized representatives. INDIE CAMPERS counter representatives are not authorized to waive or change any term of this Agreement. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment from us by the Due-In Date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.

14. Severability.

If any provision of this Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

15. Waiver.

A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. To the extent permitted by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a Vehicle.

16. Arbitration Agreement and Class Action Waiver.

You and INDIE CAMPERS each waive their right to a jury trial or to participate in a class action pursuant to the following terms. You and INDIE CAMPERS agree to arbitrate all claims, controversies, or disputes of any kind ("claims") against each other, including but not limited to claims arising out of or relating to this agreement, or our products and services, charges, advertisings, or rental vehicles including without limitation claims based on contract, tort (including intentional torts), fraud, agency, negligence, statutory or regulatory provisions or any other source of law. The arbitrator, and not any federal, state, or local court or agency, shall have authority to resolve all disputes relating to the interpretation, applicability, enforceability, or formation of this agreement, including but not limited to any claim that all or any part of this agreement is void or voidable. You and INDIE CAMPERS agree that no claims will be asserted in any representative capacity on a class-wide or collective basis, that no arbitration forum will have jurisdiction to decide any claims on a class-wide or collective basis, and that no rules for classwide or collective arbitration will apply. The parties agree, however, that either party may bring an individual action in a small claims court with valid jurisdiction provided that the action is not made part of a class action, private attorney general action or other representative or collective action. The parties also agree that claims involving a third-party insurance company separately providing coverage to you, personal injury claims, or claims relating to the application of your financial responsibility relating to the use or operation of Vehicle, may be brought in a court with valid jurisdiction.

17. Dispute Resolution Procedure.

Before asserting a claim in any proceeding, you and INDIE CAMPERS agree that either party shall give the other party written notice of the claim to be asserted thirty (30) days before initiating a proceeding and make a reasonable good faith effort to resolve the claim. If you are intending to assert a claim against INDIE CAMPERS, you must send the written notice of the claim to Attention: legal@indiecampers.com. If INDIE CAMPERS is intending to assert a claim against you, we will send the written notice of the claim to you at your address appearing in our records. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. No settlement demand or settlement offer used prior to any legal proceeding may be used in any proceeding including as evidence or as an admission of any liability or damages (or lack thereof) and shall remain confidential between you and INDIE CAMPERS. If you and INDIE CAMPERS do not resolve the claim within thirty (30) days after the above described notice is received, either party may commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA's Commercial Consumer Arbitration Rules in effect at the time of the demand, as modified by this Agreement, however, a single arbitrator will be selected according to AAA's Consumer Arbitration Rules. The AAA rules can be found at www.adr.org. This arbitration agreement is subject to the Federal Arbitration Act. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated claims. The parties agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the Federal Arbitration Act. If you are an individual, in the event that (1) your claim is less than \$10,000, and (2) you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, INDIE CAMPERS will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. You are responsible for all other costs/fees that you incur in arbitration (e.g. fees for attorneys, expert witnesses, etc.). If any portion of this "Dispute Resolution Procedure" section or the "Arbitration Agreement and Class Action Waiver" section are deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this "Dispute Resolution Procedure" section and the "Arbitration Agreement and Class Action Waiver" section remain in full force and effect. However, if the "Arbitration Agreement and Class Action Waiver" section is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.

18. Personal Information.

The information that you provide to us is stored and used to the fullest extent permitted by law. You agree that we may, and authorize us to, provide personal information in our possession about you and other Authorized Drivers (including driver's name, address, cellular/mobile and other phone numbers, driver's license and/or credit/debit card information) to applicable authorities or other third parties in connection with our enforcement of our rights under this Agreement and for other legitimate business purposes, including disclosure to our affiliates or other third parties that conduct services on our behalf. You also consent to us or our representatives contacting you. Questions regarding privacy should be directed to: Indie Campers USA Inc. 1201 N Orange Street Suite #805 Wilmington DE 19801-1186