

# GENERAL TERMS AND CONDITIONS

## ROADSURFER SPOTS (FOR TENANTS)

We, Roadsurfer GmbH, Winzererstr. 47d, 80797 Munich ("**Roadsurfer**") offer you as a Tenant ("**Tenant**") (hereinafter also "**User**") on behalf of Roadsurfer Spots & Travel GmbH, Winzererstr. 47D, 80797 Munich (hereinafter "**Roadsurfer Spots**") via the Platform at [www.spots.roadsurfer.com](http://www.spots.roadsurfer.com) ("**Platform**") the possibility to offer or book pitches, parking spaces and other open spaces for use as camping/tenting sites or for parking camping vehicles and similar (together the "**Services**"). Roadsurfer and the Users are hereinafter also jointly referred to as the "**Parties**" and individually as a "**Party**". The following general Terms of Use ("**Terms of Use**") apply to the use of the Platform as a User.

### 1 Scope and conclusion of contract

1.1 For the use of the services of Roadsurfer by the User, these Terms of Use in their respective valid version apply exclusively, unless otherwise agreed in writing. Conflicting, deviating or supplementary terms and conditions of the User do not apply, unless Roadsurfer explicitly agrees to them in writing by signature of an authorized managing director. The Terms of Use are also valid in case Roadsurfer provides its service in knowledge of conflicting or deviating terms of the User.

1.2 The contract between Roadsurfer and the User regarding the use of the services ("**Contract of Use**") is concluded by electronic registration by the User. For the registration the electronic form provided by Roadsurfer has to be filled out completely and truthfully. Sending the online form is a binding offer to conclude the contract. With the acceptance of this offer by Roadsurfer in the context of the activation of the User account, the Contract of Use is concluded. Roadsurfer explicitly reserves the right to reject offers.

1.3 By submitting an offer for the conclusion of the User contract, the User accepts these Terms of Use as binding and assures that the data submitted by him are correct and complete. Acknowledgement of these Terms of Use is a prerequisite for the use of the Platform.

1.4 Your contractual partner in the usage agreement is

**Roadsurfer GmbH**

Winzererstr. 47d

80797 Munich

Germany

E-Mail: [spots@roadsurfer.com](mailto:spots@roadsurfer.com)

The conclusion of the usage contract between you as the renter and Roadsurfer is made by Roadsurfer in its own name and on behalf of Roadsurfer Spots within the framework of an agency agreement.

1.5 For the conclusion of the contract, the German and English language is available.

1.6 The text of the contract will be stored by Roadsurfer and the Terms of Use will be sent to the User by email. The User can also view the terms of use at <https://spots.roadsurfer.com/de-de/agb>.

## 2 Subject of Service

2.1 Within the scope of its services, Roadsurfer offers Landlords (hereinafter referred to as "**Landlord**") the possibility to offer campsites, tent sites, parking spaces and other open spaces, which are in its possession, for use as camping/tent sites or for parking camping vehicles and similar ("**Rental Spaces**") as well as other related services ("**Rental Offer**") and to contact potential Tenants via the Platform. The Landlord is provided with a calendar function on the Platform for this purpose. The Landlords are in a contractual relationship with Roadsurfer Spots. The provision of the possibility for Tenants to contact Landlords is done on behalf of Roadsurfer Spots.

2.2 By placing a Rental Offer, the Landlord makes a binding offer for the conclusion of a rental contract with Tenants. The Hirer is free to accept the Rental Offer and thereby enter into a legally binding contract, which is subject to the respective cancellation conditions (see clause 8) and guidelines as defined in clause 2.3, with the Rental Firm ("**Rental Agreement**").

2.3 Within the framework of the Platform, the Landlord has the option to include its own guidelines and rules regarding the use of the rented spaces (e.g. house rules) ("**Guidelines**"), which must be observed by the Renter. The Guidelines may not contradict the Terms of Use. For the avoidance of doubt, the Guidelines do not cover the Landlord's own contractual terms and conditions and are not permissible within the scope of the use of the Platform. Roadsurfer is not obliged to check the content of the Guidelines (neither under factual, legal nor other aspects). Any discrepancies regarding the Guidelines are to be clarified exclusively between the Landlord and the Renter.

2.4 In principle, the Landlord is free to set the price of the Rental Offer on its own responsibility.

2.5 A contract regarding the booking requests is concluded exclusively between the respective Landlord and Tenant. Roadsurfer acts neither as a representative nor as an authorized agent of one of the contracting parties. From the accordingly concluded contract between the Landlord and the Tenant no contractual rights exist against Roadsurfer and / or Roadsurfer Spots. Roadsurfer is neither owner, proprietor nor operator of the Rental Spaces and will also not act as a real estate agent or broker.

2.6 The entry of free dates of the Landlord for Rental Offers within the framework of the calendar function of the Platform is carried out by the Landlord on his own responsibility.

2.7 Roadsurfer has no influence on the type of execution of the rental relationship as well as its content. In particular, Roadsurfer is not obliged to check the condition

and/or the suitability of the rental space for the rental purpose. The User is not entitled to any claims against Roadsurfer in this context. A liability of Roadsurfer regarding correctness, completeness and topicality of the Rental Offers is excluded. Furthermore, any guarantee regarding the quality of the Rental Offer by Roadsurfer is excluded.

2.8 Via the Platform the Users have the possibility to communicate with each other. The User bears the sole responsibility in this regard and is obliged to comply with the regulations according to section 6.2 accordingly.

### **3 General obligations of the User**

3.1 The User is obligated to keep the access data assigned to him for access to the services secret, to protect it from access by third parties and not to disclose it to third parties. In case of loss or knowledge of unauthorized third parties of access data, the User informs Roadsurfer immediately in text form, so that Roadsurfer can arrange a blocking of the access if necessary (see section 10.1). The User is responsible for all actions which are carried out using his identification.

3.2 The User will not use or allow the use of the services in an illegal or abusive manner, in particular not (i) for the processing of transactions concerning such items that violate legal provisions, (ii) in connection with the sending of so-called spam notifications, (iii) the establishment of contact for purposes other than in connection with a rental relationship as well as (iv) to use the communication function of the Platform to initiate rental relationships independently of the Platform in order to, among other things, avoid the service fee to be paid. Also excluded from the use of the services are Users with demonstrably dubious business practices.

3.3 The User shall indemnify Roadsurfer against all actual and alleged claims of third parties, including the costs of legal enforcement/prosecution, based on actions or omissions of the User, in particular claims based on or made with the User's approval of any illegal or improper use of the Services or non-compliance with applicable regulations or infringement of third party rights. The User has to inform Roadsurfer immediately if such a violation is imminent.

3.4 Roadsurfer is entitled to compensation for additional costs incurred against the User, should such costs be incurred due to a failure to perform or a failure to perform in a timely, complete or proper manner any of the User's obligations.

### **4 Legal relationship with the Landlord and obligations of the Landlord**

4.1 Roadsurfer as an agent of Roadsurfer Spots enables Tenants and Landlords to contact and conclude rental contracts. Roadsurfer is not obliged to check the Rental Offers of the Landlords under factual, legal or other aspects on the Platform.

4.2 Landlords are prohibited from posting Rental Offers on the Platform that (i) are fraudulent, false or misleading (whether directly, by omission or due to failure to update information), (ii) are defamatory, libelous, obscene, pornographic, vulgar, abusively violent or threatening, (iii) promote or encourage discrimination, bigotry, racism, hatred of, harassment of, or harm to any person or group, or (iv) promote illegal or harmful acts.

4.3 Roadsurfer is entitled, if Rental Offers and contents of the Landlord violate the prohibitions mentioned in section 4.2 or applicable law, to remove them from the Platform immediately.

4.4 It is the sole responsibility of the Landlord to comply with all applicable laws and regulations governing the rental of rental space as well as agreements made with third parties. Roadsurfer assumes no liability in this regard.

4.6 The [FAQ](#) provided on the Platform of Roadsurfer do not constitute legal advice within the meaning of the Legal Services Act and cannot replace advice from e.g. a lawyer.

## **5 Roadsurfer Free Spots**

In the context of the use of the Roadsurfer Free Spots, the renter is obliged to independently check the legal requirements before using the spots. It is the sole responsibility of the Renter to comply with all applicable laws, and regulations as well as agreements made with third parties in connection with the use of the Free Spots. Roadsurfer assumes no liability in this context.

## **6. [blank]**

## **7. Evaluation of the Tenancy**

7.1 The User has the possibility to evaluate the rental relationship on the Platform after its termination ("**Evaluation**").

7.2 The User is obligated in the context of evaluations (i) not to make any misleading, false or defamatory statements, (ii) not to insult or disparage other Users and (iii) to refrain from any obscene, pornographic, vulgar or violence glorifying statements as well as (iv) any form of discrimination, fanaticism, racism and/or hatred against a person or group. Roadsurfer reserves the right to immediately delete ratings that violate the aforementioned criteria. Section 4.3 applies accordingly.

7.3 The User is aware that received ratings do not represent the opinion of Roadsurfer. Roadsurfer is not obligated to check reviews of Users for accuracy.

## **8 Ranking of Rental Offers**

8.1 The ranking of the Rental Offers during a search on the Platform by the renter is based on the number of search criteria matching the search query in the Rental Offers. If several Rental Offers have an identical number of matching search criteria, the display is randomized (i.e. without weighting).

8.2 The reason for the aforementioned parameters and their weighting is to offer Users the best possible User experience on the Platform, in which those search results are prioritized for the User that are supposedly of most interest to him based on his search query.

## **9 Cancellation/rebooking of a booking**

9.1 The Renter and the Landlord each have the option to cancel the rental relationship via the Platform. The cancellation conditions, including the cancellation deadlines to be observed and any cancellation fees that may be incurred, are based on the cancellation type agreed as part of the rental relationship and can be found at <https://spots.roadsurfer.com/de-de/faq>. A refund of the rental fee less any cancellation fees incurred shall be made within 14 calendar days to the means of payment used by the Renter at the time of booking.

9.2 It is possible to rebook the rental relationship via the Platform, provided that the Landlord agrees to this. The rental fee will be adjusted accordingly in case the rental period is extended/shortened due to the rebooking and the renter is obliged to pay an additional amount immediately. The additional amount will be automatically collected by Roadsurfer via the means of payment chosen by the renter. If the rental period is shortened due to the rebooking, the possibly overpaid rental fee will be refunded by Roadsurfer within 14 calendar days to the means of payment used by the renter at the time of booking.

## **10. Availability, Maintenance, Disturbances, Force Majeure**

10.1 Roadsurfer will guarantee an availability of the Platform of at least 98% related to one (1) year of use of the services by the User. Excluded from this is the expenditure of time for the necessary regular maintenance and care or technical improvement of the Services ("Maintenance Time") as well as cases according to clause 9.3. Roadsurfer will try to perform these works within the Maintenance Time outside the regular working hours (Central European Time/GMT).

10.2 The claim to use the services exists only within the scope of the current state of the art.

10.3 Roadsurfer points out to the User that restrictions or impairments of the services may occur which are beyond the control of Roadsurfer. This includes in particular actions of third parties who do not act on behalf of Roadsurfer, technical conditions that cannot be influenced by Roadsurfer as well as force majeure. Also the hardware, software and technical infrastructure used by the User can have an influence on the services. As far as such circumstances have influence on the availability or functionality of the service provided by Roadsurfer, this has no effect on the contractual conformity of the service provided.

10.4 Roadsurfer is released from its obligation to perform if the non-performance is due to circumstances of force majeure or other unforeseen circumstances for which Roadsurfer is not responsible (e.g. war, strike, natural disasters, pandemics, epidemics, water ingress, system failures on the internet or sabotage by malware).

10.5 The Parties shall inform each other immediately upon becoming aware of the occurrence of a case of force majeure or other circumstances mentioned in this Section 9.

## **11 Blocking of the User account**

11.1 Roadsurfer may block the User's access to the Platform in whole or in part without prior notice or delete the User's account if (i) the User violates the Terms of Use (especially his general obligations according to section 3, the Landlord obligations according to section 4 as well as the evaluation criteria according to section 6) or (ii) there is a risk of damage or impairment of Roadsurfer's systems or a risk of damage to the general public.

11.2 A blocking/deletion of the User account by Roadsurfer does not entitle the User to assert claims against Roadsurfer, subject to mandatory legal provisions.

## **12 Rights of Use**

12.1 Roadsurfer grants the User a revocable, simple, non-transferable and non-sublicensable right to use the services for his own purposes in connection with the subject matter of the contract. This right of use is temporally limited to the duration of the Contract of Use and refers exclusively to the status and scope of the services provided by Roadsurfer during the contract period. The User does not receive any further rights, e.g. to software applications or operating software underlying the Services.

12.2 The use of the services is only permitted for the User within the scope described in section 11.1. In particular, the User is prohibited from unauthorized copying of the Services or the underlying software, editing, decompiling the source code or making it readable or usable in any other way, making software publicly available, renting it, transferring it to third parties in any other way, exploiting it or using it or allowing it to be used for the purposes of third parties. Sections 69d and 69e UrhG remain unaffected by this regulation.

12.3 Roadsurfer reserves the right to claim damages in case the User culpably enables unauthorized third parties to use the services. In case of unauthorized transfer of use to third parties, the User will immediately inform Roadsurfer upon request of all information necessary for the assertion of claims against the third party.

## **13 Rental Fee and Service Fee of Roadsurfer**

13.1 All prices stated on the Platform are final prices including any statutory VAT owed as well as all other price components. Roadsurfer Spots uses the external payment service provider Adyen (Adyen, Simon Carmiggeltstraat 6 - 50, 1011 DJ Amsterdam, The Netherlands) ("**Adyen**") for the payment of the rental fee for the rental relationship booked by the Renter ("Rental Fee"). Adyen is a financial services provider regulated by the Dutch Central Bank (De Nederlandsche Bank NV (DNB)). All bookings through the Platform are secured by Adyen's payment system. No payment of the rental fee to Roadsurfer and / or Roadsurfer Spots will be made at any time. The rental fee is due immediately after the conclusion of the rental relationship by booking and is automatically collected by Adyen via the means of payment chosen by the renter.

13.2 The rental fee will be transferred by the external payment service provider

Adyen commissioned by Roadsurfer Spots within 7 calendar days after the end of the calendar day on which the rental relationship ends less the service fee agreed between Roadsurfer Spots and Landlord ("**Service Fee**") to the account deposited by Landlord with Adyen.

## **14 Contract Term and Termination**

14.1 Subject to any written agreement to the contrary, the User Agreement shall be concluded for an indefinite term and may be terminated by either party at any time.

14.2 The right of both parties to terminate without notice for good cause shall remain unaffected, in particular (i) if the other party persistently breaches material contractual obligations and the breach is not remedied within a reasonable period of time despite a warning with a reasonable deadline or (ii) if the other party suffers a material deterioration of or threat to its assets.

14.3 Notice of termination must be given in text form (i.e. by letter or e-mail). The notice of termination shall be sent to the address or e-mail address specified in Section 1.4.

## **15 Liability**

15.1 A liability or guarantee of Roadsurfer for the correctness as well as legality of the Rental Offers and the use of the Rental Spaces by the Landlord - especially regarding the compliance with the applicable legal requirements and tax obligations - as well as other information provided by the Users on the Platform is excluded. Roadsurfer is neither generally obliged to monitor the information provided by the Users, nor obliged to delete content that is not obviously illegal.

15.2 Furthermore, any liability of Roadsurfer for damages within the scope of the rental relationship to property/property or other rights of the Landlord/Tenant by the respective other party is excluded. The Landlord or Renter shall be liable on their own responsibility for any damage caused by them to the respective other party.

15.3 Roadsurfer is liable to the User in all cases of contractual and non-contractual liability in case of intent and gross negligence in accordance with the statutory provisions for damages or compensation for futile expenses.

15.4 In other cases Roadsurfer is liable - unless otherwise provided for in section 14.5 - only in case of breach of a contractual obligation, the fulfillment of which enables the proper execution of the Contract of Use in the first place and on the compliance with which the User may regularly rely (so-called cardinal obligation) and limited to the compensation of the foreseeable and typical damage. In all other cases the liability of Roadsurfer is excluded subject to the provision in section 14.5.

15.5 Roadsurfer's liability for damages resulting from injury to life, body or health, according to the Product Liability Act and to the extent of a guarantee assumed by Roadsurfer remains unaffected by the above limitations and exclusions of liability.

15.6 Roadsurfer's liability for damages of the User resulting from loss of data is

excluded insofar as the damage is based on the User's failure to regularly and properly perform data backups within his area of responsibility and to ensure that lost data can be restored with reasonable effort.

15.7 As far as the liability of Roadsurfer is excluded or limited according to the Contract of Use and/or the Terms of Use, this also applies to the personal liability of legal representatives, organs, employees and vicarious agents of Roadsurfer.

## **16 Data Protection**

16.1 Roadsurfer and the Landlord undertake to comply with all applicable legal data protection provisions concerning them.

16.2 After termination of the usage agreement between Roadsurfer and the Renter, the information and data provided and/or generated by the Renter will be stored exclusively for the assertion or defense of contractual claims and due to statutory retention obligations.

16.3 Further data protection information is available under the following link:  
<https://spots.roadsurfer.com/de-de/datenschutz>.

## **17 Complaints Procedures and Codes of Conduct**

17.1 Online dispute resolution pursuant to Article 14 (1) ODR Regulation: The European Commission provides an online dispute resolution (ODR) Platform for consumers, which can be found at <http://ec.europa.eu/consumers/odr/>. Roadsurfer is currently not obliged to use an alternative dispute resolution body within the meaning of the Regulation and does not use it. Should this change, Roadsurfer will inform about it here.

17.2 Roadsurfer has not submitted to any code of conduct.

## **18 Changes of the Terms of Use**

Roadsurfer reserves the right to change and adapt the Terms of Use with effect for the future. Roadsurfer will inform the User about the changes by e-mail at least 15 days before the new version of the Terms of Use is planned to come into effect. If the User does not object to the validity of the new Terms of Use within this period and uses the services unchanged, the new Terms of Use are considered accepted. In case of objection, each party is entitled to terminate the User contract extraordinarily. Roadsurfer will inform the Users about their right of objection, the period for this and the legal consequences of silence or objection.

## **19 Final Provisions**

19.1 The transfer of the Contract of Use or individual rights or obligations hereof by the Landlord to third parties requires the prior written consent of Roadsurfer. § 354a HGB remains unaffected.

19.2 The set-off by the User is only permitted with an undisputed or legally established claim of Roadsurfer. The same applies to the assertion of rights of

retention, whereby the counterclaim must also be based on the same contractual relationship.

19.3 German law shall apply exclusively between the parties to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). In business transactions with consumers within the European Union, the law of the consumer's place of residence may also be applicable, provided that it concerns mandatory consumer law provisions.

19.4 If the User is a merchant in the sense of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from and in connection with the contract is the place of business of Roadsurfer.

19.5 If the User is a consumer in the sense of § 13 of the German Civil Code and if the User does not have a general place of jurisdiction in Germany or in another EU member state or if the User has moved his permanent residence to a country outside of the EU after the effective date of the Terms of Use or if his place of residence or usual place of abode is not known at the time of filing an action, the exclusive place of jurisdiction for all disputes arising from this Contract of Use is the place of business of Roadsurfer.

19.6 Unless otherwise expressly stipulated in these Terms of Use, all declarations and notifications within the scope of the contractual relationship and the business relationship with the User must be made in writing (also by fax) or in electronic form. Amendments or supplements to the existing Contract of Use between the parties, including the agreement to waive this formal requirement, must be made in text form.

19.7 If individual provisions of the existing contract or these Terms of Use are or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The parties shall endeavor to replace the invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the invalid or unenforceable provision in economic terms. The same shall apply in the event of a gap in the contract or in the Terms of Use.

## **20. Provider Information**

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**on behalf of the**

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