

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION. THESE TERMS INCLUDE A PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF FOR ALL CLAIMS AND MATTERS IN EITHER COURT OR ARBITRATION, VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION, VENUE, AND GOVERNING LAW OF DISPUTES, EXCEPT WHERE PROHIBITED, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

Introduction

Country View Camping, LLC is referred to as “Agent” in these Terms of Service (“Terms”), in Rental Contracts, and in Rental Terms and Conditions. Person(s) who complete the rental process are referred to as “Renter” in these Terms of Service (“Terms”), in Rental Contracts, and in Rental Terms and Conditions. “RV” is defined as Recreational Vehicle, which applies to towable travel trailers and drivable motorcoaches.

The Country View Camping website, social media accounts, and associated services are collectively referred to as “Services”. By accessing or using the Services, you agree to comply with, and be legally bound by, the provisions of these Terms of Service (these “Terms”), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Services and constitute a binding legal agreement between you and Country View Camping, LLC. If you accept these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity. Failure to use the Services in accordance with these Terms may subject you to civil and criminal penalties.

Modification

Country View Camping, LLC reserves the right, at our sole discretion, to modify the Services or to modify the Agreement, including these Terms, at any time. If we modify these Terms, we will post the modification on the Services. If you continue to access or use the Services after we have posted a modification or have provided you with notice of a modification, or you have otherwise indicated assent to the modified terms, you are indicating that you agree to be bound by the modified terms. If the modified terms are not acceptable to you, your sole recourse is to stop using and accessing the Services. If

you choose to cease using the Services, the previous effective version of these Terms will apply to you, unless you use the Services during the intervening 30-day period, in which case the new version of these Terms will apply to you.

Other Policies

You agree that you will comply with all written Country View Camping rules, agreements, and policies that are made available by Country View Camping on the Services and which are incorporated herein by reference. These include, without limitation:

- Fees Policy
- Cancellation Policy
- Insurance Policies
- Rental Contract (available at the time of booking)
- Rental Terms and Conditions
- Any other policies posted on the Services

Eligibility

The Services are intended solely for persons who are 18 or older (the “Minimum Age”). However, the minimum age to rent or operate a Vehicle via the Services is 25 years old (the “Minimum Vehicle Rental Age”). Any use of the Services by anyone who does not meet the age requirements is prohibited. Country View Camping, LLC reserves the right in its sole discretion to deny use of the Services or features of the Services for any reason or no reason.

Registration

The agreement between you and Country View Camping reflected by these Terms is effective when you access the Services and remains in effect until either you or we terminate the agreement in accordance with these Terms. To access certain features of the Services, you must sign up for an account with us (an “Account”). You can create an Account by providing us information, including your first and last name, email address, and creating a password or connecting through an account with a third-party site or service (such as Apple, Facebook, and Google). You may not have more than one (1) active Account. You must provide accurate, current, and complete information during the registration, booking, and/or rental process. It is your responsibility to keep your Account up to date at all times.

When you book, you provide us with certain additional information about yourself. Based on information you provide, we may impose additional requirements for you to book (e.g., providing your personal

insurance information, providing a security deposit, adding a second form of payment, buying a certain level of protection plan, or other requirements).

User Verification

Country View Camping has a multi-faceted approach to risk assessment, mitigation, and management to promote a safe and trusted platform. Where permitted, Country View Camping has the right, but not the obligation, to undertake screenings, checks, and engage in processes designed to (1) help verify the identities or check the users of the Services, including driving history and driver's license validity, (2) help verify insurance history and insurability, and (3) help verify Vehicle or Stay details. However, we do not endorse any user, user's background, or vehicle, nor do we commit to undertake any specific screening process. If Country View Camping is unable to verify the Renter and/or any Verified Drivers, we may cancel the reservation.

To make a booking to rent or operate an RV via the Services (as well as to purchase a protection package), you must have demonstrated to Country View Camping's satisfaction (in its sole discretion, and the waiver of any one of the below in a specific transaction shall not be deemed to be a waiver of any others or a waiver as a matter of policy for other transactions) that you:

- hold a current, valid (non-temporary) driver's license; if you hold a non-United States driver's license you will be required to provide your passport, an international driver permit or a photograph of your current driver license.
- meet the Minimum Vehicle Rental Age
- have at least three years of current, licensed driving history, and have no major violations in the past three years (major violations are defined by state law and may include driving with a suspended or expired license, providing false or counterfeit documents, and engaging in speed contests) or alcohol / drug related incidents in the past seven years, and have no more than two violations or accidents combined in the past three years
- hold a personal insurance policy that covers the rented RV as a covered automobile
- consent to identify verification, credit checks, insurability checks, and other background checks we require, some of which may be administered by third parties and other partners
- possess a mobile phone in your own name that we can verify through text message
- have an Account
- consent to and agree to provide other additional information we request for verification purposes when you attempt to book or otherwise use the Services

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Country View Camping may in its sole discretion use third-party services to attempt to verify the information you provide to us and to obtain additional related information and corrections where applicable, and you hereby authorize Country View Camping to request, receive, use, and store such information. Country View Camping may permit or refuse your request for a booking in its sole and absolute discretion. Some of these third-party services perform data-based checks to better understand the riskiness of insuring a particular Renter. These checks, while not comprehensive, assess a wide range of available inputs from multiple public sources, including, but not limited to sex offender registries, global watchlists, national criminal database.

Consumer Report Authorization

When you attempt to book, or at any time thereafter where Country View Camping reasonably believes there may be an increased level of risk associated with your Account, you hereby provide Country View Camping with written instructions and authorize Country View Camping, in accordance with the Fair Credit Reporting Act, applicable consumer reporting laws, or any similar laws, to obtain your personal and/or business auto insurance score, credit report, and/or conduct a background check, including a criminal background check where permissible under applicable law. You hereby agree to waive any right to receive adverse action disclosure notice(s) as defined under the Fair Credit Reporting Act, and agree that Country View Camping may make determinations, to include insurance determinations, in its sole and absolute discretion. However, Country View Camping does not commit to undertaking any such additional reviews or checks and assumes no liability for electing not to take such additional reviews or checks.

Renters agree to complete an inspection of the RV before beginning use of the RV. If you find damage in your initial inspection, you must inform Country View Camping immediately, and provide photos of such pre-existing damage at the start of your rental period as described herein to ensure you are not held responsible for pre-existing damage. Any and all damage that is not noted at the start of the rental period may be assumed to have happened during your rental period.

Bookings and Booking Modifications

When you request to book, you agree to pay all fees for your booking, including taxes, and any other charges and items identified during checkout. **See “Fees” for more information.** When you receive the booking confirmation, a contract is formed (a “Booking”) directly between you (as Renter) and Country

View Camping (Agent). In addition to these Terms, you will be subject to, and responsible for complying with, all terms of the Rental Contract, including without limitation, the cancellation policy and any other rules, standards, policies, or requirements identified on the Services which apply to the booking. It is the Renter's responsibility to read and understand these rules, standards, policies, and requirements prior to requesting a booking.

If you choose to enter into a transaction with us, you agree and understand that you will be required to enter into an agreement with us and you agree to accept all applicable terms, conditions, rules, and restrictions. You acknowledge and agree that you will be responsible for performing the obligations of any such agreements. Country View Camping is not responsible for the loss of vacation, personal or business time, or any incidental expenses (to include hotel, airline or other transportation, or food expenses) incurred by a Renter as a result of RV breakdown, any problem(s) with the RV, or any other reason that an RV is or becomes unavailable.

Renter is responsible for any modifications they agree to make via the Services, and agrees to pay any additional amounts, fees, or taxes associated with any modification. If a modification is not made via the Services, it is void.

Key Exchange

The "Key Exchange" as used in these Terms is the moment that Country View Camping turns over physical possession of and/or access to the rented RV to the Renter, whether or not any physical keys are involved.

Upon return, a "Key Exchange" process should be completed where the Renter returns the keys and RV back to the possession of Country View Camping.

Completion of the Key Exchange is required. Failure by the Renter to complete the Key Exchange will result in Deductible being increased to 200%. The "Key Exchange" process must align with the dates and time of your reservation as outlined on your receipt of purchase. Protection package coverages will be provided during the paid and approved booking dates. Coverage begins and ends at the departing and returning Key Exchange as outlined in your rental receipt. Coverage may end early if the RV is returned to Country View Camping prior to the last day of the booking or the vehicle is left by instruction of Country View Camping or otherwise.

Cancellations and No Shows

Country View Camping reserves the right to cancel any booking, whether requested, confirmed, or on-trip, at any time and for any reason in Country View Camping's sole determination. Depending upon the reason for the cancellation, certain fees may still be owed by the Renter. We may cancel booking requests when there is no Verified Driver on the day a Booking begins (deemed a Renter cancellation).

Renter Cancellations and No Shows

If the Renter cancels a confirmed booking, the cancellation policy contained in the rental agreement shall apply to such cancellation. If the Renter does not show up to or otherwise complete the Key Exchange at the agreed upon rental start time, it will be treated as a Renter cancellation and subject to our cancellation policy.

Fees, Security Deposits, Taxes

Fees

The fees ("Fees") to be charged will be itemized at checkout. You can verify the amount for your booking at checkout before you submit your booking request. When you provide a payment method, you authorize Country View Camping, or third-party service providers acting on behalf of Country View Camping, to store your payment credential for future use in the event you owe us any money. You authorize us to use stored payment credentials for balances and Fees, including for booking rental costs, including, without limitation, late fees, damage fees, cleanup fees, prep fees, pet fees, parking fees, utility fees, excess mileage fees, security deposits, processing fees and claims costs, and related administrative fees. In some cases, our payment processors have arrangements with card networks to automatically update stored payment credentials whenever you receive a new card (e.g., replacing an expired card or one that was reported lost or stolen) and we will rely on such updates to stored payment credentials for balances. If a Renter purchases a protection package or other excess coverages, but does not complete all the requirements to qualify for the protections and other excess coverages offered under the purchased protection package, we may still retain the full amount paid for such protection packages.

Country View Camping and any third parties invested will employ all legal methods available to collect amounts due, including the engagement of collection agencies or legal counsel. Country View Camping, or the collection agencies we retain, may also report information about your Account to credit bureaus. As

a result, late payments, missed payments, or other defaults on your \ Account may be reflected in your credit report. In addition to the amount due, delinquent accounts or chargebacks will be charged with fees and/or charges that are incidental to the collection of delinquent accounts or chargebacks including, but not limited to, collection fees, convenience fees, and/or other third-party charges. If you wish to dispute the information reported to a credit bureau (i.e., Experian, Equifax, or TransUnion), please contact the us. If you wish to dispute the information a collection agency reported to a credit bureau regarding your Account, you must contact the collection agency directly.

You agree to pay us for any confirmed bookings made in connection with your Account in accordance with these Terms by one of the methods described on the Services, including credit card or other payment method authorized. You hereby authorize the collection of such amounts by charging the credit card provided as part of requesting the booking. You also authorize Country View Camping to charge the Renter's credit card or other authorized form of payment in the event of damage caused to the RV as described in these Terms, the Rental Contract, and the Rental Terms and Conditions.

Security Deposits

By using the Services, Renter authorizes Country View Camping to charge the credit card associated with the Renter's Account for the security deposit. Security deposits are first applied towards damages to the RV and may be used to cover other fees such as late fees, cleaning fees, dumping fees, etc.

Taxes

The amount of taxes collected will be visible to, and separately stated, on Renter's booking related documents and invoices.

Your Commitments

You agree that you will always use your Account and the Services in compliance with these Terms, applicable law, and any other policies and standards provided.

Account Activity

You are, and will be solely responsible for, all of the activity that occurs through your Account. Keep your Account information, including your password, secure. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify us of any actual or suspected unauthorized use of your Account. We are not responsible for your failure to comply with this clause, or for any delay in shutting down or protecting your Account unless you have reported unauthorized access to us.

Prohibited Activities

In connection with your use of or access to the Services, you agree that you will not, nor advocate, encourage, request, or assist any third party to:

Fail to honor your commitments, including:

- Fail to pay fees, penalties, or other amounts owed
- Fail to timely deliver, make available, vacate, or return any RV and/or optional add-ons
- Leave RV unlocked or running with the keys inside, except where instructed to do so directly by Country View Camping in certain limited circumstances

Violate any law, including:

- Breach, violate, and/or circumvent any local, state, provincial/territorial, regional, or national law or other law or regulation, or any order of a court, including, without limitation, airport regulations and tax regulations, licensing or registration requirements, short-term rental rules and regulations, or third-party rights
- Post false, inaccurate, misleading, defamatory, or libelous content
- Dilute, tarnish, or otherwise harm the Country View Camping company or brand in any way
- Infringe, reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from content that belongs to or is licensed to Country View Camping, or that comes from the Services, including works covered by any copyrights, trademark, patent, or other intellectual property, privacy, publicity, moral, or contractual rights, except with prior express written permission.

Provide or submit any false or misleading information, including:

- False name, date of birth, driver's license or other government identification details, payment method, insurance, or other information in relation to a claim
- By registering for an Account on behalf of an individual other than yourself
- Impersonating any person or entity, or falsifying or otherwise misrepresenting yourself or your affiliation with any person or entity

Harm or threaten to harm Country View Camping, its employees, its affiliates, or its Renters, including:

- Harass, stalk, or defame, or collect or store any personally identifiable information about, Country View Camping, its employees, its affiliates, or its Renters, other than for purposes of transacting in accordance with these Terms
- Engage in physically or verbally abusive or threatening conduct
- Use the Services to transmit, distribute, post, or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information, payment method details, or account numbers
- Treat anyone differently based on the way they look, who they love, what they believe, how they self-identify, where they are from, or when they were born, including different treatment based upon legally protected classes. Discrimination of any kind is not tolerated.
- Sue or assert legal claims against Country View Camping in any manner prohibited or waived by these Terms

Interfere with the operation of the Services, including by:

- Using the Services in connection with the distribution or posting of unsolicited commercial messages (e.g., spam)
- Distributing viruses or any other technologies such as cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or e-mail address information, or similar methods or technology that may disrupt or interfere with the operation or provision of the Services, or harm Country View Camping or the interests or property of others
- Bypassing robot exclusion headers, interfering with the working of the Services, or imposing an unreasonable or disproportionately large load on our infrastructure

- Systematically retrieving data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, directory, or the like, whether by manual methods, or through the use of bots, crawlers, spiders, or otherwise
- Using, displaying, mirroring, or framing the Services or any individual element within the Services, or the layout and design of any page or form contained on a page in the Services, without our express written consent
- Accessing, tampering with, or using non-public areas of the Services, our computer systems, or the technical delivery systems of our service providers
- Attempting to probe, scan, or test the vulnerability of any of our system or network or breach any security or authentication measures
- Avoiding, bypassing, removing, deactivating, impairing, descrambling, or otherwise circumventing any technological measure implemented by Country View Camping or any of our service providers or any other third party (including another user) to protect the Services
- Forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way using the Services to send altered, deceptive, or false source-identifying information
- Attempting to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services
- Endeavoring to circumvent a suspension, termination, or closure of your Account or the Account of another user

Renter RV Commitments

The Renter who booked the RV bears the responsibility for all activity related to the rental. The Renter shall not allow anyone other than a person listed in the trip details as a Verified Driver to drive, operate, or otherwise cause the RV to move ("use"). The insurance of the Renter who made the booking is primary as to all claims and liability related to the RV during the rental period. As a Renter, you commit that you will be responsible for all Verified Drivers, guests into the RV, and other third parties affected by such parties. The Renter agrees that the Renter and all Verified Drivers will be legally licensed for the RV, and provide proof via the Services of a current, valid driver's license at the Key Exchange. The Renter will treat the RV and any applicable add-ons well and will take all reasonable measures to return the RV and any applicable add-ons on time and in essentially the same condition as received.

Driver Verification

A Renter may request to become a/or add additional Verified Drivers to the booking of a RV. If a user is not the Renter who made the booking but elects to become and enter or complete the process to become a Verified Driver, in doing so such user also agrees to these Terms in their entirety. The term “Verified Driver” means we have completed a minimal level of review of the user as a driver. It does not mean a comprehensive investigation into such Verified Driver, and does not include any commitment to review motor vehicle driving history or criminal background checks. The Renter is ultimately responsible for all behavior of any Verified Drivers. Only Verified Drivers are eligible for the benefits offered under any protection packages, bundles, or excess coverages offered, even if the Renter has paid for such protection packages, bundles, or excess coverages. Country View Camping has no obligation to refund any amounts paid for protection packages, bundles, or excess coverages where there is no Verified Driver on the Reservation. See [“Vehicle excess offerings and protection plans.”](#)

Renter understands that we alone make the ultimate decision on whether a Renter or additional Verified Driver or anyone else requesting possession of the RV pursuant to a booking is trustworthy and whether to provide such possession of the RV at the Key Exchange. It is the responsibility of the Renter to ensure any Verified Driver is properly licensed for the class of vehicle, vehicle or towing length, or towing weight, and meets any other restrictions or qualifications that may be required (e.g. CDL or other special licensure requirements), and to provide any documentation confirming such to us. The Renter understands that providing possession to anyone other than a Verified Driver may mean the booking period does not have adequate protections and coverages for damage and other liabilities, and that the Renter shall be responsible for any costs associated with or resultant from providing possession to anyone other than a Verified Driver.

Use of the Vehicle and Safety

In the event there is any concern about a Renter’s use of an RV, we may, in our sole discretion, terminate the booking at any time and require the return of the RV. The prohibited uses list provided is not meant to be exhaustive. If you have any concerns about your planned use, please contact us. If you misuse or are negligent in the use of an RV, you will be fully financially responsible for any related claims, loss, or damage, and your protection plan and/or insurance may be voided. Renters also acknowledge that using an RV in a prohibited manner or otherwise breaching these Terms may lower available liability coverage to legal minimum limits, or nullify coverage, and may furthermore nullify any comprehensive or collision protection and/or protection plan where allowed by applicable law.

Renter may not access an RV until the rental period start time and you must return the RV on time and to the correct location. You must present us with a current, valid driver's license (including properly licensed for the class of vehicle, vehicle or towing length, or towing weight, and meets any other restrictions or qualifications that may be required (e.g. CDL or other special licensure requirements). You must exercise reasonable care in your use of the RV. You are required at all times to operate the RV safely, and in compliance with all applicable laws, including without limitation, speed limits and prohibitions on impaired or distracted driving. Renters acknowledge that the qualifications of any driver of the RV are solely at the risk of the Renter.

Renters are required to wear seat belts during the operation of any drivable vehicle, and to require that all of their passengers wear seat belts. Renters are also required to meet any laws or regulations concerning child safety seats and other protections for children. Renters must not leave the Vehicle unlocked or with the keys unsecured (such as in the ignition). Renters must not engage in any prohibited uses with any RV.

Renters acknowledge that the RVs may be very large and handle differently from passenger cars and other vehicles. The RV requires more skill and expertise to operate safely than a car rental. The RV requires more clearance above, in front of, behind, and beside it to operate safely, and the use of mirrors and direct visual verification are always required to maintain knowledge of the location of adjacent vehicles and obstacles on the roadway. Due to size and handling characteristics, the RV shall never be operated at speeds in excess of 55 miles per hour regardless of the posted speed limit.

The Renter acknowledges that we have no control over the number of passengers a Renter may allow into the RV or the conduct of those occupants. Therefore, the Renter acknowledges that the Renter is solely responsible for the passengers on board the RV as well as the conduct of those passengers. The Renter agrees that, prior to inviting passengers or other guests into the RV, they will inform all passengers or other guests that the Renter is solely responsible for such passenger's or guest's safety and that we disclaim any and all such responsibility.

Renter acknowledges it is their responsibility to ensure towable RVs are properly hitched at the time of departure, with all appropriately sized ball mounts and sway bars, and other safety equipment as necessary. Renter further acknowledges that their towing vehicle has sufficient towing capacity. Renter is responsible for discussing fueling requirements. Failure to do any of the above may result in the denial of any damage claims.

All RVs may only be used on those maintained public roadways with sufficient width and clearance and in appropriate condition to allow the RV to be operated safely and without damage. Under no

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circumstances may the RV be operated in rugged terrain or used off-roading. Renter is responsible for ensuring that the roadway is in suitable condition regardless of map, GPS, or other indications such that the RV will not be damaged by traversing the roadway. If we provides a driver for the RV, the Renter remains responsible for all damage to the RV, missing equipment, down time, and all administrative expenses connected with damage regardless of whether or not the Renter or the provided driver is at fault. Any violation of these terms will result in loss of excess insurance or other protection coverage(s).

Under no circumstance shall the following occur; the occurrence of such shall constitute a material breach of these Terms:

- the RV be driven outside the United States and Canada.
- the RV be taken to a festival that is unauthorized.
- the awning be unrolled or used without approval
- towing or pushing anything using the RV, unless expressly authorized by us to do so
- use of the RV (i) by anyone who is not a Verified Driver; (ii) by anyone under the influence of drugs or alcohol; (iii) by anyone who obtained the RV or extended the booking period by giving us false, fraudulent, or misleading information; (iv) in furtherance of an illegal purpose or under circumstance that would constitute a violation of law other than a minor traffic citation; (v) to carry dangerous or hazardous items or illegal materiel; (vi) when loaded beyond the manufacturer's suggested tow rating for the RV; (vii) when driven through or under an underpass or other structure without sufficient overhead or side clearance; (viii) when it is reasonable to expect you to know that further operation would damage the RV; (ix) in a manner that causes damage to the RV due to inadequately secured cargo; (x) when your towing vehicle used to tow a towable RV has insufficient towing capacity as determined by the manufacturer of your towing vehicle and as listed on the your towing vehicle's door jamb sticker; or (xi) by anyone who is sending or receiving an electronic message, including text (SMS) messages or emails, while operating or towing the RV
- failing to properly load materials and distribute the weight of those materials to allow safe operation of the RV
- failing to properly secure the RV to the towing vehicle if applicable
- failing to summon the police to an accident involving the RV
- damaging the RV by your intentional, wanton, willful, or reckless conduct
- transporting an animal (other than a service animal) in the RV without authorization
- sitting, standing or lying on the roof or exterior of the RV
- transporting passengers in or on the RV while the RV is being towed

- placing signs or lettering on the outside of the RV
- placing loudspeakers or other sound equipment on the exterior of the RV
- failing to use the RV in compliance with all instructions and warnings provided
- using or placing the wrong fuel type or octane into the RV or add-ons (e.g. putting gas into a diesel vehicle or diesel into a gas vehicle)
- smoking in the RV

Renter Financial Responsibility for Physical Damage to the RV

- The Renter who booked the trip is financially responsible for all physical damage to or theft of a booked vehicle that occurs during the rental period, plus any additional costs and fees resulting from damage of any kind to the RV, regardless of who is found to be at fault. This includes damage due to weather and other acts of God. This responsibility applies whether the Renter has their own insurance or not. All defects and/or damage to the RV noted in the return inspection which are not noted on the completed departure form shall be the sole responsibility of the Renter, and the Renter shall reimburse us for the cost of the repair(s). The Renter is responsible for their own acts and omissions and are also responsible for the acts and omissions of any individuals they invite to, or otherwise provide access to the RV. Unless specifically covered in the applicable excess coverage or protection plan, the Renter is responsible for all other fees and expenses in whatever form, including but not limited to damage to the RV, missing equipment, down time, and administrative expenses connected with loss, irrespective of the cause of damage or loss, or the negligence or lack thereof of the Renter. The Renter is responsible for loss due to theft of the RV. The Renter is responsible for all damages due to vandalism of the RV. A police report must be filed for any damages suspected of resulting from criminal activity.
- After the Renter is notified of a claim and given 48 hours to respond, we will charge for payment against the credit card on file in your Account, and by agreeing to these Terms you authorize us to do so. If we are unable to charge the credit card on file or otherwise collect payment from you, you agree to remit payment for any RV damage to us. You agree that you will hold us harmless and that we has no responsibility for any damages that you cause to an RV or to any person or to any property.

Renter Auto Liability Insurance

- A Renter's own personal auto policy will be primary over the excess protection plans purchased depending on various factors such as applicable laws, where the Renter books the RV, and/or where the accident or damages occur. Terms and exclusions apply.
- All protection plans offered via the Services are excess coverage. The policy(s) is issued to us by carriers selected by us from time to time, and does not provide a defense or indemnification for any claim asserted by us.
- The primary Renter on the booking must be insured against damage to the RV under their own personal automobile policy. When you book an RV through us, you agree that if any damage occurs to the RV during the rental period, you will work with us to make a claim for coverage under any policy of insurance that applies to the loss.
- Renter acknowledges that in any liability loss pertaining to a rented trailer, the liability coverage applied is only any liability coverage that applies to the motorized vehicle towing the rented trailer, even if that vehicle is the Renter's personal vehicle.
- The Renter can limit the amount they are obligated to pay out of their own pocket in the event there is damage to the RV during the rental period by choosing the appropriate protection plan via the Services, if offered and if the Renter qualifies. The limitation on the amount a primary Renter may have to pay out of pocket included in any protection plan only applies (1) if the primary Renter and any additional Verified Driver(s) abide by these Terms and (2) unless the Renter has purchased an interior damage protection product (if available), to physical damage that is not mechanical or interior damage.

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Vehicle Excess Offerings and Protection Plans

- The optional protection plans (which we sometimes also refer to as "bundles") offered by us for bookings are excess offerings, which means that the personal insurance of the Renter is the primary insurance for coverage. With an excess offering, the Renter's primary insurer is first responsible for defending and indemnifying the insured in the event of a claim. Our excess offerings provide coverage above a Renter's underlying limit of primary insurance. The personal insurance of the person driving or otherwise operating the RV (to include towing or stationary use) is the primary insurance for the rented RV. We are not an insurance company and do not insure Renters, nor do we sell insurance, but rather provides protection plan bundles. Bundle details and other specifics can be found via the Services. To be eligible for the benefits of a

protection plan, Renters must comply with these Terms. Protection plans are available through the Services in jurisdictions where such plans (or type of plan) are permitted.

- With its protection plans, we may provide coverage for qualified RVs and Verified Drivers that have been approved by us for excess coverage. Liability, physical damage, comprehensive and collision excess coverage is available only for Renters during the rental period for rentals through the Services and only where Renters have successfully met the conditions stipulated in the verification process (i.e. there must be a Verified Driver) and where the vehicle meets the certifications and requirements stipulated in the listing process, and the maintenance and inspection schedule.
- In addition, excess coverage is only made available to users where use of the Services and the full and complete booking of a rental transaction is transacted through our Services. Vehicles are only eligible for excess coverage in the U.S., Puerto Rico, the U.S. Virgin Islands, U.S. Military locations, U.S. controlled territories, and Canada. RVs used in the sport or activity of driving through rough terrain are considered to be used in off-roading activity and will not be eligible for excess coverage. **See "Use of the vehicle and Safety."**
- Renter authorizes their personal carrier to provide us with information regarding Renter's policy and claim decisions. If other sources of recovery also cover the loss, we reserve the right to pursue recovery of any claim payments.

Pre- and Post-Trip Inspection and Photograph Requirement; 48 Hour Notice Claim Reporting Requirement

Prior to releasing the vehicle to the Renter, we will complete a full inspection of the interior and exterior of the RV, and document the condition in the departure form. If the Renter is available, this inspection will be completed with the Renter. The Renter is responsible for reviewing the departure form to ensure that any pre-existing damage is captured. **Unaltered, unedited photographs which include metadata with a date and time stamp must be taken within 24 hours prior to departure and within 24 hours after return.**

Should these photos not be taken within the specified timeframes, or if they should be deemed altered in any way by us or our affiliates or insurance carriers, then the Renter shall be fully responsible for any and all costs which are not covered by insurance. During the Key Exchange, any and all existing defects or damage to the RV must be noted in writing prior to Renter's acceptance of the RV.

A notice of claim to report any losses must be reported within 48 hours of the end of the booking period or return of the RV (whichever occurs first). After coverage determinations on the Renter's primary insurance are completed, excess offering coverages may be denied if a notice of claim is not filed with

Commented [NB4]: Are the departure and return forms going to be the same as they are now for Outdoorsy? Idk how to word this without knowing what we'll actually be doing.

our insurance carrier within the 48 hour period. We re not responsible for personal property left in the RV. All defects and/or damage to the RV noted in the return inspection which are not noted on the RV departure form completed shall be the sole responsibility of the Renter, and the Renter shall reimburse us for the cost of the repair. To the extent that the security deposit is insufficient to cover the costs and damages, the Renter is responsible for providing additional funding to cover the costs.

Should a dispute arise between the Renter and Country View Camping, Country View Camping's determinations on all security deposit dispute resolution and claim resolutions are final.

In making its excess coverage determinations, we will ensure that, among other requirements set forth in these Terms:

- A notice claim was filed within 48 hours from the end of the booking period or return of the RV (whichever occurs first)
- Pre-trip photos taken with 24 hours of RV departure
- Post-trip photos taken within 48 hours of RV return
- The Key Exchange was executed with a Verified Driver and that only Verified Drivers operated the RV

The laws of some states require us to furnish you with the following notices:

WARNING – Any person who knowingly:

- Alaska: and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.
- Arizona and Arkansas: presents a false or fraudulent claim for payment of a loss or benefit is subject to criminal and civil penalties, or specific to AR: presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- California, Louisiana, New Mexico, and Texas: presents a false or fraudulent claim for the payment of a loss or benefit (or specific to LA and TX: who knowingly presents false information on an application for insurance) is guilty of a crime and may be subject to fines and confinement in state prison, (or specific to NM: to civil fines and criminal penalties.)
- Delaware: and with intent to injure, defraud, or deceive an insurer, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

- Florida: and with intent to injure, defraud, or deceive any insurance company files a statement of claim containing false, incomplete, or misleading information is guilty of a felony of the third degree.
- Idaho and Indiana: and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information (for Idaho) is guilty of and (for Indiana) commits a felony.
- Kentucky, New York, and Pennsylvania: and with intent to defraud any insurance company or other person files an application for insurance, or files a statement of claim, containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime, specific to PA: subjects such person to criminal and civil penalties and specific to NY: shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.
- New Jersey: files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.
- Ohio: with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
- Oklahoma: and with intent to injure, defraud, or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information is guilty of a felony.

Additional Warnings

- Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
- District of Columbia, Tennessee, and Virginia: It is a crime to knowingly provide false, incomplete, or misleading information to an insurer or insurance company for the purpose of defrauding the insurer or insurance company, (or specific to DC: any other person). Penalties

include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

- Hawaii: Presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.
- Maine: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.
- Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.
- New Hampshire: Any person who, with a purpose to injure, defraud, or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638.20.

Where you elected for a bundle or protection plan when making a booking, you must immediately (and in any case, within 48 hours) report any damage to the vehicle you are using to us via the Services. If there has been a collision or damage as a result of suspected criminal conduct, you must also make a report to the police. You will need to use all reasonable efforts to secure evidence from any available witnesses and to provide us or third-party claims administrators with a written description of the incident and any other information requested, including identity and insurance information of any parties involved in the incident. You are also required to cooperate in any loss investigation conducted by us, third-party claims administrators, or insurers. After an incident, you may not continue to use the RV unless you have the explicit written permission of us. Failure to timely report an incident or cooperate in an investigation may reduce or invalidate any protection plan received via the Services.

Vehicle Theft / Abandoned Vehicle

The following conduct may result in the reporting of the RV you have Booked as stolen to law enforcement, possibly subjecting you and any other driver or occupant to arrest, and civil and/or criminal penalties, and the voiding of your bundle or protection plan:

- If you fail to return the RV you booked at the time and place agreed upon with us and/or designated in your reservation
- If you do not return the RV by the end of the rental period and you have not properly obtained an extension of the booking through the Services

- If the RV is returned to any place other than the return location on the booking or agreed upon with us. Any damage to, or loss or theft of, an RV occurring prior to us inspecting the RV upon return at the end of the booking is the Renter's responsibility
- If you misrepresent facts to us pertaining to booking, use, or operation of RV
- If the RV's interior components are stolen or damaged or the RV itself is stolen or damaged when the RV is left unlocked or running or unattended with the keys not secured during the rental period
- If you fail or refuse to communicate in good faith with us, any of our designated affiliates or insurance representatives, police, or other authorities with a full report of any accident or vandalism involving the RV or otherwise fail to cooperate in the investigation of any accident or vandalism
- If the RV is operated by anyone who has given a fictitious name, false address, or a false or invalid driver's license, whose driver's license becomes invalid during the rental period, who has obtained the keys without permission of us, or who misrepresents or withholds facts to/from us material to the booking, use, or operation of the RV
- The Renter who makes the booking is responsible for any private investigation and / or towing costs we deem necessary to recover an RV that is not returned. In addition, a \$500 case administration fee will be imposed on the Renter if we have to report a vehicle as stolen to law enforcement due to it not being returned.

Repossession

Country View Camping or a hired agent of Country View Camping may repossess any RV booked through the Services without demand, at the Renter's expense, if the RV is not returned by the end of the rental period (including a booking canceled at any time by us), is found illegally parked, apparently abandoned, or used in violation of applicable law or these Terms.

Missing Vehicles

If an RV you have booked through the Services goes missing and/or is stolen during the rental period, the Renter must immediately return the original key(s) to us, file a police report immediately after discovering the RV is missing or stolen, but in no event more than 24 hours after discovering it has gone missing, and cooperate fully with us, law enforcement, and other authorities in all matters related to the investigation.

Payment Processing

By using the payment processing functionality of the Services, you agree to any additional terms and conditions required by such payment processor. Further, you authorize us to collect and share with our payment processors your personal information including full name, email address, and financial information for the purpose of processing payments related to the Services. However, you and not us are responsible for the accuracy and completeness of that data. We will provide limited customer support for payment processor account activity related to the Services through our support channels. By making payment via the Services, you agree to be bound by the terms and conditions of any payment processing service that we utilize. Contact the payment processing service to review any such terms and conditions.

Vehicle Maintenance

Renters are responsible for inspecting all fluid levels including oil and coolant levels at regular intervals, and no shorter than each refueling. Renters are responsible for checking air tire pressure, lug nuts, and wheels at each refueling, and are responsible for mechanical damages due to Renter and/or our negligence in operation and/or maintenance. Failure to comply with the above may void your bundle or protection plan.

Limited License to Enter

A booking is a limited license to enter, occupy, and use the accommodations of the booking. We retain the right to re-enter the RV during your stay, to the extent: (i) it is reasonably necessary, (ii) permitted by your contract with us, and (iii) consistent with applicable law. If you stay past checkout, we have the right to make you leave in a manner consistent with applicable law, including by imposing reasonable overstay penalties. Renters may not exceed the maximum number of allowed guests.

Renter Responsibilities and Assumption of Risk

Renters are responsible and liable for their own acts and omissions and are also responsible for the acts and omissions of anyone a Renter invites to join or provides access to any RV, including any add-on. For example, this means: (i) the Renter is responsible for leaving the RV (and related personal property) in the condition it was in when they arrived, (ii) the Renter is responsible for paying all damage claim amounts necessary to cover damage that the Renter, guest(s) of the Renter, or any pet(s) or animals cause to an RV, and (iii) the Renter must act with integrity, treat others with respect, and comply with applicable laws

at all times. If the Renter allows a minor to the RV, including use of any add-on, the Renter must be legally authorized to act on behalf of the minor and the Renter is solely responsible for the supervision of any such minor.

Renters acknowledge that the types of accommodations provided by us, as well as the location and surroundings of any booking, are varied and diverse. We bear no responsibility for any of this, including any nearby animals (domesticated or wild), crime, weather, disease, etc. Each booking may carry inherent risks and, Renters agree that, to the maximum extent permitted by applicable law, the Renter assumes the entire risk arising out of their access to and use of the RV. This means it is the Renter's responsibility to investigate the RV and the location where the RV will be, and to determine whether it is suitable for the Renter and their guests.

Renters acknowledge that many activities and usage of add-ons carry inherent risks and agree that, to the maximum extent permitted by applicable law, the Renter assumes the entire risk arising out of their access to and use of any add-on. This means it is the Renter's responsibility to investigate the add-ons, and to determine whether it is suitable for the Renter and their guests. Renters are responsible for confirming that they, and anyone they invite, meet minimum age, proficiency, fitness, or other requirements to use an add-on. For example, add-ons may carry risk of illness, bodily injury, disability, or death, and the Renter freely and willfully assume those risks by choosing to participate in those add-ons, and are obligated to inform their guests that they too are freely and willfully assuming those risks by choosing to participate.

Renters are responsible for understanding and complying with any laws, rules, regulations, and contracts with third parties that apply to their booking or add-ons. Any reservations made with campgrounds, public or private facilities, etc. are not the responsibility of Country View Camping. Any issues with or arising from a site location which the Renter has booked, or was responsible for booking, are the sole responsibility of the Renter. Country View Camping assumes no liability for any site or location at which its RV(s) are located upon during a rental period.

Dispute Resolution for Disputes Between You and Country View Camping

Dispute Resolution for Participating Parties Residing in the United States

PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS A MANDATORY ARBITRATION PROVISION AND THEREFORE AFFECTS YOUR RIGHTS AND GOVERNS HOW CLAIMS YOU AND COUNTRY VIEW CAMPING HAVE AGAINST EACH OTHER ARE RESOLVED.

Subject to applicable law, the Parties agree that any disputes or claims between us relating in any way to, or arising out of, this or previous versions of these Terms, your use of or access to the Services, or any breach, enforcement, or termination of the Agreement will be resolved in accordance with the provisions set forth in this Dispute resolution section.

Pre-Arbitration Dispute Resolution and Agreement to Arbitrate

Should a dispute, claim, or controversy arise between us, you and we agree to notify the other Party of the nature of the dispute or claim prior to initiating arbitration, and the Parties will attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact us by email at herbertbrown@countryviewcamping.com. Please provide your name, phone number, email, mailing address, and briefly describe both the nature of your dispute and the relief you would like from us. If the Parties are unable to resolve the claims described in the notice within 30 days after the notice is sent, then the Parties are in Agreement to Arbitrate. The Party desiring to pursue arbitration agrees to notify the other Party via email of such desire and intent to initiate arbitration. In order to initiate arbitration, a claim must be filed with either FairClaims or the American Arbitration Association (“AAA”) as set forth below, pursuant to the FairClaims Rules or AAA’s Consumer Arbitration Rules, as appropriate. A form for initiating arbitration proceedings is available on the FairClaims website or AAA’s website. (AAA provides a Demand for Arbitration form.) Any settlement offer made by you or us shall not be disclosed to the arbitrator. For the purpose of this Agreement to Arbitrate, “disputes,” “claims,” and “controversies” shall have the broadest possible meaning that will be enforced and includes, any and all disputes and/or claims that arise out of or in any way relate to your relationship with us, including but not limited to: (1) your use of the Services, (2) the Agreement, rental contract, these Terms and/or this Agreement to Arbitrate, including the interpretation, validity, enforceability, or scope of this Agreement to Arbitrate, (3) your use of, or access to the Services, and anything sold, offered, or purchased through the Services, or (4) the Agreement to Arbitrate itself. Through this Agreement to Arbitrate, and subject to the below exceptions, the Parties intend to arbitrate all disputes or claims regardless of whether they are based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory and regardless of whether they arose or accrued before the Parties entered into this Agreement to Arbitrate.

Applicable Law

The Agreement to Arbitrate evidences a transaction involving interstate commerce and is therefore governed by the Federal Arbitration Act and the applicable procedural rules of FairClaims or AAA, as applicable (see “Arbitration procedures” below). To the extent state law is applicable to the Agreement to Arbitrate, the Parties agree that the substantive law of the state of Virginia will apply, without regard to its conflict of law provisions.

Exceptions to Agreement to Arbitrate

The only exceptions to this Agreement to Arbitrate are as follows:

- Injunctive or equitable relief to prevent the actual or threatened infringement, misappropriation, or violation of a Party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights. However, the Parties agree that any court proceedings shall be stayed pending the final resolution in arbitration of any arbitrable claims or issues
- Any cause of action or claim for relief which cannot be arbitrated as a matter of applicable statute or public policy. However, the Parties agree that any such court proceedings shall be stayed pending the final resolution in arbitration of any arbitrable claims or issues
- In the event California law is found to apply to this Agreement to Arbitrate, any remedy of public injunctive relief (i.e., injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the general public). However, the Parties agree that any such court proceedings shall be stayed pending the final resolution in arbitration of arbitrable claims, causes of action, or issues

Arbitration Procedures

The arbitration will be conducted by FairClaims in accordance with its Arbitration Rules and Procedures effective at the time a claim is made; for any claim or counterclaim under \$25,000, solely by the submission of documents to the arbitrator. In all cases in which a live hearing is requested or required, you and/or we may attend by video or phone. To the extent a location must be established for the arbitration, it shall be held in the county in which we reside or at another mutually agreed location.

Where permitted, the Parties agree that all communications, evidence, and rulings in the arbitration will remain confidential, except as reasonably necessary to enforce or implement such rulings or this Agreement to Arbitrate.

Costs of Arbitration

The party initiating the arbitration will be responsible for the initial filing fee, and each party will pay its own arbitration fees consistent with the rules set by FairClaims.

Severability

With the exception of the provisions in the below section “Prohibition of Class and Representative Actions and Non-individualized Relief”, if an arbitrator or court decides that any part of the Agreement to Arbitrate is invalid or unenforceable, the other parts of the Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in the section “Prohibition of Class and Representative Actions and Non-individualized Relief” is invalid or unenforceable, then the entirety of the Agreement to Arbitrate shall be null and void. The remainder of the Agreement, these Terms, and dispute resolution section will continue to apply.

Right to Opt Out of Arbitration Procedure

IF YOU ARE A NEW USER, YOU CAN CHOOSE TO OPT-OUT OF THE AGREEMENT TO ARBITRATE BY EMAILING US AN OPT-OUT NOTICE TO HERBERTBROWN@COUNTRYVIEWCAMPING.COM (“OPT-OUT NOTICE”). THE OPT-OUT NOTICE MUST BE RECEIVED WITHIN 30 DAYS AFTER THE DATE YOU ACCEPT THESE TERMS FOR THE FIRST TIME OR THE COMMENCEMENT OF YOUR FIRST TRIP WITH US, WHICHEVER DATE IS EARLIEST. In order to opt-out, you must email your full name, address (including street address, city, state, and zip/postal code), and email address(es) associated with your Account to herbertbrown@countryviewcamping.com. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other provisions of the Agreement will continue to apply to you, including the below forum selection clause specifying Louisa, Virginia.

Future Amendments to the Agreement to Arbitrate

Notwithstanding any provision in these Terms to the contrary, the Parties agree that if we make any amendment to the Agreement to Arbitrate in the future, that amendment shall not apply to any claim that you filed against us prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between the Parties. If you do not agree to the amended terms, you may close your account within 30 days of our posting or notification and you will not be bound by the amended terms; provided that the Parties will arbitrate any dispute in accordance with the provisions of the Agreement to Arbitrate as of the date you last accepted these Terms (or accepted any subsequent changes to these Terms). Once you have submitted a valid Opt-Out Notice to us, you do NOT need to submit another one when these Terms are subsequently updated. Your first Opt-Out Notice will serve as a valid Opt-Out Notice as to future versions of these Terms.

Judicial Forum for Legal Disputes Not Subject to Arbitration

Unless the Parties agree otherwise, in the event that the Agreement to Arbitrate is found not to apply to you or to a particular claim or dispute, whether (1) as a result of your decision to opt out of the Agreement to Arbitrate, (2) as a result of a decision by the arbitrator or a court order, or (3) if one of the above exceptions to the Agreement to Arbitrate applies, you agree that any claim or dispute that has arisen or may arise between the Parties will be resolved exclusively by a state, federal, or small claims court located in Louisa, Virginia or the court governing such location. The Parties agree to submit to the personal jurisdiction of a state court located in Louisa County, Virginia or a United States District Court for the District of Virginia located in Louisa County, Virginia. The Parties agree that the substantive law of the state of Virginia will apply to any such claim or dispute without regard to conflict of law provisions.

Prohibition of Class and Representative Actions and Non-individualized Relief

THE PARTIES AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, WHETHER IN COURT OR ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT OR ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE COURT OR ARBITRATOR MAY

AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS, SUBJECT TO THE ABOVE EXCEPTION ALLOWING PUBLIC INJUNCTIVE RELIEF TO BE SOUGHT IN COURT BUT ONLY IF THAT EXCEPTION IS FOUND TO APPLY.

Dispute Resolution for Participating Parties Residing in Canada

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS THE PARTIES HAVE AGAINST EACH OTHER ARE RESOLVED.

Resolution of Disputes

If a dispute arises between the Parties and you are a resident of Canada, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. We strongly encourage you to first contact us. We will consider reasonable requests to resolve the dispute through more informal means. If we are unable to resolve the dispute in such manner, the Parties agree that we will resolve any claim or controversy at law or equity that arises out of the Agreement or the Services in accordance with the "arbitration option" described below or as the Parties otherwise agree in writing.

Arbitration Option

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than CAD\$15,000, the Party requesting relief may seek to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. In the event that a Party elects for arbitration and the other Party agrees to such arbitration, such arbitration shall be initiated through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the Parties. The ADR provider and the Parties must comply with the following rules: (1) the arbitration shall be conducted by phone, videoconference, and/or be solely based on written submissions, the specific manner shall be chosen by the Party initiating the arbitration, (2) the arbitration shall not involve any personal appearance by the Parties or witnesses unless otherwise mutually agreed by the Parties, and (3) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Law and Forum for Disputes

The laws of Louisa County, Virginia and the applicable federal laws of the United States of America shall govern the Agreement and any dispute or claim you have against us in all respects unless otherwise required by law. All residents of Canada, other than residents of Quebec, agree that any claim or dispute you may have against us must be resolved by a court located in Louisa County, Virginia, except as otherwise agreed by the Parties or as described in the “arbitration option” paragraph above. You agree to submit to the personal jurisdiction of the courts located within Louisa County, Virginia for the purpose of litigating all such claims or disputes.

Dispute Resolution for Participating Parties Residing Outside the United States or Canada

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS THE PARTIES HAVE AGAINST EACH OTHER ARE RESOLVED. Regardless of where you reside, if you bring an action against us in the United States, the section above entitled “Dispute resolution for participating parties residing in the United States” will govern that dispute.

Resolution of Disputes

If a dispute arises between the Parties, we encourage you to contact us directly to seek a resolution via the Services or at herbertbrown@countryviewcamping.com. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

Governing Law and Forum for Disputes

The laws of the United States shall govern the Terms and any dispute or claim you have against us in all respects if you reside anywhere other than the United States or Canada. You and we both agree to submit to the non-exclusive jurisdiction of the United States courts.

General Provisions

Violations and Termination of Access

We have the right, but not the obligation, to investigate, pursue, and seek to prosecute, litigate, or refer to law enforcement, violations of the Services to the fullest extent permissible by the law.

We reserve the right, at any time and without prior notice, in accordance with applicable law, to remove or disable access to any content that we, in our sole discretion, consider to be objectionable for any reason, in violation of these Terms, or otherwise harmful to the Services or our community. If we believe you are abusing us, our users, or any other person in any way or violating the letter or spirit of any of these Terms, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your Account and access to the Services, remove your content, deny a damage claim, remove or demote your listings, reduce or eliminate any discounts or credits, and take technical and/or legal steps to prevent you from using the Services. Additionally, we reserve the right to refuse or terminate access to the Services to anyone for any reason at our discretion to the full extent permitted under applicable law.

Termination

You may discontinue your use of the Services at any time and we may terminate your access to the Services for any reason or no reason to the extent permissible under applicable law. Termination of access to the Services will not release a Party from any obligations it incurred prior to the termination and we may retain and continue to use any information, including but not limited to photography, previously provided by you. Termination of the Agreement will not have any effect on the disclaimers, waiver or liability limitations, or legal disputes provisions under the Agreement and/or any fees due, and all of those terms will survive any termination of the Agreement.

Policy Enforcement

When an issue arises, we may consider the user's performance history and the specific circumstances in applying our Policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing, subject to our sole and absolute discretion.

Communications With You

Subject to state and federal law, in order to contact you more efficiently, you agree that we may at times contact you using autodialed or prerecorded message calls or text messages at your phone number(s). We may place such calls or texts primarily to confirm your signup, provide notices regarding your Account or Account activity, investigate or prevent fraud, collect a debt owed to us, or communicate urgent

messages. We may share your phone number(s) with service providers with whom we contract to assist us in pursuing these interests. We may share your phone number(s) and email with our affiliates for conducting their business or servicing us or you, including marketing and advertising, such as insurance sales. We will not share your phone number(s) with unaffiliated third parties for their own purposes without your consent. Standard telephone minute and text and data charges may apply. Where we are required to obtain your consent for such communications, you may choose to revoke your consent.

You authorize Country View Camping and its service providers, without further notice or warning and in our discretion, to monitor or record telephone conversations you or anyone acting on your behalf has with us or our agents for quality control and training purposes. You acknowledge and understand that your communications with us may be overheard, monitored, or recorded without further notice or warning. If you do not wish to have your call recorded, please contact us instead in writing. Further, you expressly agree and authorize us to share recorded telephone conversations and related information with its insurance service providers for the purposes of claims review and adjudication.

Non-Disparagement

The Parties agree that they will not take any action that will harm the reputation of the other Party, or which would reasonably be expected to lead to unwanted or unfavorable publicity to either of the other Party.

Content

Content and User Content License

Subject to your compliance with the provisions of these Terms, we grant you a limited, revocable, non-exclusive, non-transferable license, to access and view any content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by us or our licensors, except for the licenses and rights expressly granted in these Terms.

User Content

We may, in our sole discretion, permit you to post, upload, publish, submit, or transmit content through the Services such as photographs of you and the RV, reviews, feedback, and descriptions of you and the RV. By making available any content on or through the Services, or through our promotional campaigns, you grant us a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such content on, through, by means of, or to promote or market the Services. This includes our right to make any content (including information about you) available to our affiliates and service partners for marketing and promotional activities, including the sale of insurance.

Copyright Protection

We respond to notices of alleged copyright infringement and terminate Accounts of repeat infringers according to the process set out in the US Digital Millennium Copyright Act and similar laws.

No Property Transfer or Assignment

Except as otherwise provided herein, you agree that nothing in these Terms constitutes an actual or purported transfer or assignment of any right or interest in any property or item shared through the Services.

Disclaimers

THE SERVICES ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT LIMITING THE FOREGOING, COUNTRY VIEW CAMPING EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from us or our service providers or through the Services or content, will create any warranty not expressly made herein.

Limitation of Liability and Waiver

YOU WAIVE AND DISCHARGE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST COUNTRY VIEW CAMPING AND ANY OF ITS SUBSIDIARIES, DIRECTORS, OFFICERS, AGENTS (INCLUDING THIRD-PARTY ADMINISTRATORS, INSURANCE PRODUCERS, AND INSURANCE PROVIDERS), OR EMPLOYEES (TOGETHER, THE “COUNTRY VIEW CAMPING PARTIES”) FOR ANY DAMAGES OR LOSSES, WHETHER DUE TO NEGLIGENCE OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE FOLLOWING: (1) RV AVAILABILITY; (2) PROBLEMS WITH AN RV, (3) RV WARRANTY ISSUES, (4) THE LEGAL OR LICENSE STATUS OF AN RV, (5) THIRD PARTY ASSESSMENTS OF AN RV’S VALUE, OR (6) ANY ACTION OR INACTION OF A RENTER OR US.

YOU AGREE THAT NEITHER WE NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, DATA, OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR CONNECTION WITH THE FOLLOWING: (1) THE AGREEMENT, (2) THE SERVICES, OR (3) INABILITY TO USE THE SERVICES.

Except for our obligations to pay amounts to applicable Renters pursuant to these Terms, including an approved payment request or claim under a protection plan or applicable insurance policy, in no event will the Country View Camping Parties’ aggregate liability arising out of or in connection with the Agreement or your use of the Services, exceed the greater of (1) the amounts you have paid or owe for bookings via the Services as a Renter in the twelve month period prior to the event giving rise to the liability, or (2) US\$100.

YOU WAIVE CALIFORNIA CIVIL CODE §1542, OR ANY SIMILAR LAW, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

THE ABOVE LIMITATIONS OF LIABILITY AND WAIVER PROVISIONS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COUNTRY VIEW CAMPING AND YOU. THEY SHALL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ANY ASPECTS OF THEM THAT ARE DEEMED VOID OR UNENFORCEABLE SHALL BE SEVERED WHILE LEAVING THE REMAINDER IN EFFECT.

Indemnification

You agree to release, defend, indemnify, and hold Country View Camping and its subsidiaries, officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (1) your access to or use of the Services, (2) your violation of these Terms, (3) your Account, (4) your interaction with any other user of the Services, or (5) your booking. Such indemnification includes but is not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) arising in connection with or as a result of a booking, sharing, or use of an RV or optional add-on. This indemnification provision is a fundamental element of the basis of the bargain between us and you. It shall apply to the extent permitted by applicable law, and any aspects of it that are deemed unenforceable shall be severed while leaving the remainder in effect.

Liquidated Damages

You acknowledge that the actual damages likely to result from your breaches of the Agreement by any of the following are difficult to estimate accurately and would be difficult for us to prove with certainty: (1) engaging in gray market transactions, as defined in these Terms, (2) using the Country View Camping's domains, trademarks, or taglines without our express consent, including without limitation registering website domains or social media handles, or bidding on online advertising key words, (3) suing or asserting legal claims against the Country View Camping Parties in any manner prohibited or waived herein, or (4) creating or using an Account that has the effect of circumventing our suspension, termination, or closure of another Account. You will pay us \$5,500 per breach in Liquidated Damages to compensate us for any such conduct. This amount is not intended as a punishment for any such breach, but rather as a reasonable estimate where actual damages are difficult to estimate accurately and/or prove with certainty. This liquidated damages provision is a fundamental element of the basis of the bargain between Country View Camping and you. It shall apply to the extent permitted by applicable law, and any aspects of it that are deemed unenforceable shall be severed while leaving the remainder in effect.

Rounding Off

We may, in our sole discretion, round up or down amounts that are payable from or to Renters to the nearest whole functional base unit in which the currency is denominated (e.g. to the nearest dollar, euro, pound, or other supported currency) unless explicitly prohibited under applicable law.

Contact Us

If you have any questions about these Terms, please contact us at herbertbrown@countryviewcamping.com.

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Consumer Information Center of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at 1-800-952-5210.

Translations

Where we have provided you with a translation of the English language version of these Terms or any policies, in case of any wording discrepancies between the English and any other versions of the Terms and any Policies, the English language wording takes precedence.

Export Control and Restricted Countries

By using the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons.

Governing Law

The parties agree that the substantive laws of the State of Virginia apply to these Terms and the Agreement without regard to conflict of law provisions.

Severability and Non-Waiver

In the event any provision of these Terms is held to be void, voidable, or unenforceable, the remaining provisions shall remain in full force and effect. The failure of any Party to enforce any provision of these Terms shall not be construed to be a waiver of such provision, or any other provision, nor in any way to affect the validity of these Terms or any part of these Terms, or any right of any Party to enforce that provision or each and every other provision at any time. No waiver of any breach of these Terms shall constitute or be deemed a waiver of any other breach.