# Additional terms Campercontact end users

Welcome to Campercontact, the digital platform for RVers looking for beautiful overnight accommodations. The use of Campercontact (both the website and app") and the associated services and application (this website, the application and the associated services together the "Services"), whether accessed via a computer, mobile device or otherwise, means that we point you to and with the terms of use applicable below. The Services are owned and provided by Campercontact ("Company," "we," or "us").

If you do not agree to these Terms of Use, do not use the Services and exit the website immediately or delete the Campercontact app from your mobile device immediately. We reserve the right to change or modify these Terms of Use from time to time without notice.  Unless we specifically notify you, changes to our Terms of Use will not apply retroactively.

**Use of Platform**

The use of Campercontact's platform is permitted only for non-commercial purposes. It is not allowed to use the platform for any kind of commercial activity, unless otherwise agreed in writing with Campercontact.

Copyright and ownership. All content depicted or displayed on the campercontact.com website, including but not limited to text, graphics, photographs, images, moving images, sound and illustrations ("Content"), are the property of Campercontact, its licensors, vendors, agents and/or its suppliers of Content.

The Services may be used only for the purpose for which such Services are made available. Unless otherwise specified in specific documents on the Website, you may view, play, print and download location data, reviews, other types of documents or content such as, audio and video on our Website for personal, informational and non-commercial purposes only. You may not modify the material and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work on the website. Except as permitted under copyright laws, you are responsible for obtaining permission before reusing copyrighted material available on the platform. For purposes of these Terms of Use, the use of such material on any other website or network computing environment is prohibited. You must comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Services. The Campercontact platform being the website campercontact.com and also the mobile app (iOs and Android), the Content and all related rights remain the exclusive property of Campercontact or its licensors unless otherwise expressly agreed. You will not remove any copyright, trademark or other proprietary notices from any material found on this platform.

**Trademarks**

All Campercontact trademarks, service marks and trade names used herein (including, but not limited to, the Campercontact name, Campercontact logo, website name, website design, apps and all logos) (collectively, the "Marks") are trademarks or registered trademarks of Campercontact or its affiliates, partners, suppliers or licensors. Without Campercontact's prior written permission, you may not use, copy, reproduce, reprint, upload, post, transmit, distribute or modify Campercontact's Trademarks in any way, including in advertising or publicity related to distribution of materials on the Platform. The use of Campercontact's trademarks on other digital platforms such as websites, mobile apps or in networked computing environments is not permitted. Campercontact prohibits the use of its trademarks as a "hot" link to or from any other website unless such link is pre-approved.

**User Submission Policy**

Campercontact encourages members of the public to submit user content to its digital community pages that may be useful to the community ("User Submissions"). User Submissions remain the intellectual property of the individual user unless otherwise noted Such User Submissions are considered non-confidential and Campercontact is under no obligation to maintain the confidentiality of any information contained in a User Submission. By uploading future media content in the form of eg videos to Campercontact you agree to the (service) conditions of the relevant social media platform where you upload this content via Campercontact at. Think for example of Youtube or Vimeo.

We encourage contributions from users on our platform, but we ask you to consider the following conditions. You are not allowed to engage in activities that may pose a risk of damage, loss, injury, illness or crime. You must not cause emotional distress, humiliate, assault or threaten others, enter private property without permission or engage in activities that may result in injury, death, property damage or liability of any kind.

We reserve the right to refuse or modify contributions that we believe violate our terms and conditions or our comment policy. If a user reports a contribution that would violate any provision of these Terms of Use or our Response Policy, we reserve the right to determine whether such a violation has occurred and to remove such contributions from our platform.

**User Reviews**

Please be advised that each user review on our website does not reflect the opinion of our company, but that of the user who submitted the review. We reserve the right to remove reviews and related media and/or user accounts that violate some, all or versions of the following criteria:

* Offensive language, especially language containing racism/bigotry/hate speech.
* Reference to specific personal information in a review - e.g. email address, date of birth, etc.
* Negative reference to a person by name or other identifying information.
* No evidence, specific data or examples of the reported behavior.
* Report of a specific threat to self or others.
* Review is clearly gibberish or incomprehensible.
* Contains links to other web pages.
* Is about the wrong site.
* Does not review the campground, but sends a message to staff or another reviewer in response to another review.
* Reviewer clearly indicates no knowledge of the campground they are reviewing, or reviewer is not affiliated with and has no first-hand experience with the campground they are reviewing.
* Contains information that is under the copyright or trademark protection of others.
* Contains obvious advertising or promotional content.
* There is clear evidence that the reviewer was encouraged or coerced to write the review.

**Accuracy of information:**

We strive to keep the information provided through and on the Services complete, accurate and current. However, despite our best efforts, this information may occasionally be inaccurate, incomplete or outdated.

**Third Party Links:**

From time to time, this the Platform may contain links to websites or other apps that are not owned, operated or controlled by Campercontact. These (affiliate) links are provided solely for your convenience. If you use these links, you will leave the platform. We are not responsible for the content, materials or other information on or accessible through any other platform. We do not endorse, guarantee or make any representations or warranties regarding other websites, or any content, materials or other information located on or accessible through other platforms, or the results you obtain from using other platforms. If you decide to access other platforms linked to or from these platforms, you do so entirely at your own risk.

**Account Registration and Security**

To access all areas of the Services, you understand that you may be required to create an account. In consideration for your use of the Services, you will: (a) provide true, accurate, current and complete information about yourself and/or your company as requested in the Service registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company has the right to suspend or terminate your account and refuse any and all current or future use of this website (or any part thereof). You are fully responsible for the security and confidentiality of your password and account. In addition, you are fully responsible for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security of which you become aware. You are responsible for taking precautions and implementing security measures most appropriate to your situation and intended use of the Services. We have the right to disclose any User Data and related information and content under certain circumstances (such as in response to legal responsibility, legal process, orders, subpoenas or warrants, or to protect our rights, customers or business). Please note that anyone who has access to your personally identifiable information has access to your account. Thus, you must take reasonable steps to protect this information.

**Communications**

You agree to receive all communications, agreements and notices we provide in connection with the Services electronically, including by email or notification/push message to the mobile app associated with your account, or by posting them to your account on this website or otherwise through the Services. You agree that all communications we provide to you electronically satisfy any legal requirement that such communications be in writing. You may withdraw your consent to receive notifications/push notifications at any time, but you may not be able to use all or part of the Services if you withdraw such consent.

**Subscriptions**

In order to use the full functionalities of Campercontact's platform, you must take out a subscription. The subscription gives you access to all services and functionalities of Campercontact for the duration of the subscription.

**Additional conditions**

PRO+ subscribers. Although you can use much of our Content and Services for free, you must purchase a Campercontact PRO+ Membership ("PRO+ Membership") to gain full access to certain premium Content, Services and additional benefits of Campercontact and its platform. More details about current PRO+ Membership benefits can be found at campercontact.com/pro. If you purchase a PRO+ Membership, you can always view details about your PRO+ Membership in the Account Information section of the Service or the account information in the applicable app store wherever you purchased your PRO+ Membership, including your billing information and payment methods.

**Right of Withdrawal for Campercontact PRO+ Users**

When you purchase products or services over the Internet as a consumer, you are generally entitled to a right of withdrawal. This means that within a certain period of time you have the opportunity to

cancel the purchase without giving any reason and receive a refund. For Campercontact PRO+ users, however, there is no right of withdrawal.

This is because Campercontact PRO+ is a digital service available immediately after payment. The right of withdrawal only applies to products that are physically delivered or services that are delivered later. Since Campercontact PRO+ gives immediate access to all premium features, the right of withdrawal cannot be applied.

**Payment**

If any fees apply to your PRO+ Membership with Campercontact, they will be charged via the payment method you specified when you first registered. If your PRO+ Membership is automatically renewed, payments for your PRO+ Membership will automatically be collected on the first day of each new subscription period at the then current price(s) (unless we have notified you of a price change).

**Prices shown by Campercontact include VAT.**

If a payment is not successfully made because your payment method has expired, you have insufficient balance, or otherwise, and you do not change your payment method or cancel your PRO+ Membership, we may suspend your access to your PRO+ Membership until we (or the relevant third party) obtain a valid payment method. When you update your payment method in your Account Information, you authorize us to charge the updated payment method to your PRO+ Membership and you remain responsible for any uncollected amounts. This may result in a change to your payment dates or subscription period.

We reserve the right to change the date we charge you if your payment method is not successfully authorized or if your subscription renewal date does not fall in a particular month, for example, if you are usually charged on the 30th of each month, you will be charged on the 28th in February. We use other companies, agents or contractors to process credit card transactions or other payment methods. For some payment methods, the respective issuer may charge you certain fees. Local taxes and fees may vary depending on the payment method used. You are solely responsible for any such taxes and fees that may apply. Contact your payment provider for more information. If you subscribe to a PRO+ Membership that begins with a free access period, or if you take advantage of a promotional offer that requires you to provide your payment information, a payment may be authorized by your bank when your free access period or promotional offer begins, but no payment will be made by us for this free access period or promotional offer period. However, you should be aware that this may affect your available balance or credit limit.

Certain types of PRO+ Memberships automatically renew unless you cancel your subscription before the next renewal date.

We may change the price of your PRO+ Membership from time to time. Price changes will apply no sooner than 30 days after notice to you. We will let you know the effective date of any price change, but in any case, such price change will not be effective until your next subscription renewal. If you have purchased a PRO+ Membership through one of our third party partners, price changes will be subject to the terms and conditions of that third party. If we notify you of a price change and you do not wish to continue your PRO+ Membership at the new subscription price, you may cancel your PRO+ Membership: (i) before the beginning of the next subscription period; or (ii) at any time before the price change takes effect by sending us a notice at info@campercontact.com.

You may cancel your PRO+ Membership before the end of the current subscription period and, unless we tell you otherwise, the cancellation will take effect at the end of the current subscription period. This means that if you have completed part of a subscription period, you can continue to use your PRO+ Membership until the end of the current subscription period. If you signed up for a PRO+ Membership through a third party (for example, through one of our partners or through an app store) and you want to cancel your subscription, you must do so through that third party. For example, you must visit your third-party account and disable automatic renewal for Campercontact.

Payments are non-refundable and there are no refunds or credits for partially used billing periods. At any time, and for any reason, we may provide a refund, discount or other consideration to some or all of our subscribers. If we do so for any reason, it does not mean that we are obligated to do so again, even in the same circumstances. If you have signed up for a PRO+ Membership through a third party (for example, through one of our partners or through an app store) and are experiencing billing or payment issues, please contact that third party regarding any refunds or credits related to your PRO+ Membership in accordance with that third party's terms and conditions.

**Liability**

Campercontact is not a party to the contract between the consumer and the RV site or reservation system provider. Campercontact only mediates the conclusion of the agreement between the consumer and the provider. Campercontact is not responsible or liable for the performance of that agreement. Any complaints about the contract should therefore be addressed directly to the provider.

Campercontact cooperates with reservation services for motorhome sites that are not under our management. Through these reservation services motorhome sites can be made available and reserved by campers. These RV sites are offered by the owners of the sites through the reservation services. You can view RV sites as an unregistered visitor to our Services, but if you wish to offer or reserve an RV site through the reservation services, you must first create an account with us. Campercontact receives compensation where possible for making these reservations available.

It is important to understand that Campercontact provides the RV site reservation services solely as a digital platform for RV site owners and campers to arrange RV site reservations directly with each other. We do not own or operate RV sites. Unless specifically stated otherwise, our responsibilities are limited to facilitating the availability of RV/camping site reservation services.

Please be advised that RV site reservation services are intended to enable RV site owners and campers to (re)rent RV sites directly with each other. We have no control over the content of the listings or the condition, legality or suitability of the RV sites, or the conduct of the RV site owners or campers. We are not responsible for and disclaim all liability with respect to all listings and RV locations. Consequently, all rentals will be at the renter's own risk.

**Changes**

Campercontact reserves the right to modify these Terms of Use at any time. Changes will take effect from the time they are published on Campercontact's platform. If you do not agree to the changes, you should no longer use the services of Campercontact.

**Applicable law and disputes**

These Terms of Use are governed by Dutch law. Disputes will be exclusively submitted to the competent court.

**Contact**

If you have questions or comments about these Terms of Use or the use of the platform of Campercontact, you can contact the customer service of Campercontact via the [contact form](https://www.campercontact.com/fr/content/contactez-nous) on the platform or via info@campercontact.com. If you are not satisfied with the handling of your complaint, you can also submit it to the [European ODR Platform](https://ec.europa.eu/consumers/odr/).

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