

OWNER TERMS AND CONDITIONS

By listing your Equipment on Camplify you agree to the following terms and conditions between CAMPLIFY CO (AUSTRALIA) PTY LTD ACN 603 217 287 (**Camplify**) and you (**OWNER**)

A - Camplify carries on the business of renting equipment such as caravans, camp trailers, motor homes or other equipment to customers on a 'peer to peer' and commercial basis.

B – As the provider of the Camplify Website, Camplify does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any equipment. The Owner is responsible for their listing and compliance with this Agreement.

C - The Owner owns Equipment which they will make available for rental to customers who book through Camplify.

D - The parties wish to market and promote Camplify as a unique holiday experience.

E - The Owner appoints Camplify as its third party agent to market and promote Camplify Equipment Rental Services, and Camplify accepts that appointment on the terms and conditions of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

Anniversary Date means 11.59 pm on the date as shown on profile go live.

Business Day means: (a) for the purposes of receiving a notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the notice is to be received; and (b) for any other purpose, a day on which the banks are open for business in Sydney, New South Wales.

Camplify Dispute Resolution Policy means the Camplify Dispute Resolution Policy available at [on this page](#) as may be amended from time to time.

Camplify Equipment Rental Services means the Equipment rental services provided by

Camplify pursuant to this Agreement.

Camplify Privacy Policy means the Camplify Privacy Policy available [on this page](#) as may be amended from time to time.

Camplify Website means the website at <https://www.camplify.com.au/for-owners>

Change of Mind is defined as any refund that is not determined to be covered under an Extenuating Circumstance

Confidential Information means all information regardless of its form passing between Camplify and the Owner, or which a party becomes aware of, relating to the business of the other party or otherwise intended to be kept secret before or after the date of this Agreement, except information which is public knowledge at the time of its receipt from the other party.

Commission means the commission paid by the Owner for Rental of their Equipment through Camplify. Commission is outlined on www.camplify.com.au/

Claim includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, Loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this agreement.

Corporations Act means the *Corporations Act 2001* (Cth).

End of the Rental means the date and time shown in the Tax Invoice or the date and time the Camplify Equipment is returned to the Equipment Owner, whichever is the later.

Equipment means the Owner's equipment that may be hired by Hirers. This may include but is not limited to caravans, camp trailers, motor homes or other recreational vehicles approved by Camplify as described in the listing.

Equipment Owner means the person or company that owns the Camplify Equipment, noting that We are not the owner or operator of the Camplify Equipment.

Fair Wear and Tear is as set out in the Fair Wear and Tear Guide – Camplify Owners and Hirers available at www.camplify.com.au/FairWearandTearGuide as may be amended from time to time.

Hirer means an individual whose membership has been accepted by Camplify, who is bound by the Hiring Terms and Conditions and who seeks to hire the Equipment.

Hiring Terms and Conditions means the terms and conditions entered in to by the Hirer and Camplify available [on this page](#).

Initial Period means fifteen (15) Business Days from the date either party notifies the other in writing of the existence of a Dispute.

Insolvency Event means the occurrence of any one or more of the following events regarding any party to this Agreement:

- a meeting has been convened, resolution proposed, petition presented or order made for the winding up of that party;
- a receiver, receiver and manager, provisional liquidator, liquidator, or other officer of the Court, or other person of similar function has been appointed regarding all or any material asset of the party;
- a security holder, mortgagee or chargee has taken attempted or indicated an intention to exercise its rights under any security of which the party is the security provider, mortgagor or chargor; or
- an event has taken place with respect to the party which would make, or deem it to be, insolvent under any law applicable to it.

Liability Amount means the total amount under the Liability Package, as set out in the relevant tax invoice that will be charged to the Hirer. The total amount received by the Owner is subject to any Liability Package selected by the Hirer.

Liability Deposit means the amount due by the Hirer at start of the rental period pursuant to the relevant Liability Package.

Liability Package means the liability package selected by the Hirer.

Major Extenuating Circumstances means Camplify has declared a Major Extenuating Circumstance on their webpage www.camplify.com.au/extenuatingcircumstance

Owner's Rental Fee means the rental charges payable and received by Camplify from the Hirer less a commission of 15 per cent of the rental charges for the services and administration provided to the Owner by Camplify pursuant to this Agreement.

Related Bodies Corporate has the same meaning as in the Corporations Act.

RV Managers are individuals appointed to manage Equipment on behalf of the Owner.

Rental Charges means the charges payable for renting the Equipment from the Owner together with GST and any other taxes or levies which are all fully set out in the relevant tax invoice.

Super Peak Period includes all Australian Gazetted Public Holidays

Territory means Australia.

Interpretation In this agreement, unless the context otherwise requires:

- 1.1 a reference to:
 - (a) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this agreement and references to this agreement include any recital, schedule or annexure;
 - (b) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
 - (c) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
 - (d) time is a reference to legal time in Sydney, New South Wales;
 - (e) a reference to a day or a month means a calendar day or calendar month;
 - (f) money (including '\$', 'AUD' or 'dollars') is to Australian currency.
- 1.2 unless expressly stated, no party enters into this agreement as agent for any other person (or otherwise on their behalf or for their benefit).
- 1.3 headings and the table of contents are for convenience only and do not form part of this agreement or affect its interpretation.
- 1.4 if the last day for doing an act is not a Business Day, the act must be done instead on the next Business Day.
- 1.5 a provision of this agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this agreement or the inclusion of the provision in this agreement.

2. GENERAL

- 2.1 Subject to the terms and conditions of this Agreement, in the Territory and during the Term of this Agreement the Owner appoints Camplify, and Camplify accepts its appointment, as the Owner's third party agent to market and procure the sale of the Camplify Equipment Rental Services.

- 2.2 It is expressly agreed that neither party has authority to enter into agreements or make any commitments on the other party's behalf, except to the extent necessary for Camplify to operate the Camplify Equipment Rental Services as contemplated by this Agreement.

3. TERM

- 3.1 This Agreement commences on the date of this Agreement and, unless terminated earlier in accordance with this Agreement, continues in force until the Anniversary Date (the "**Term**").
- 3.2 The Agreement may be extended by mutual agreement by the Owner leaving their Equipment listed on the Camplify website.

4. ELIGIBILITY AND MEMBERSHIP

- 4.1 The Owner must create a profile listing of their Equipment on the Camplify Website and must include detailed pictures inside and out showing all aspects of all angles of their Equipment.
- 4.2 The Owner must ensure that the Equipment:
- (a) is registered in compliance with all applicable laws; and
 - (b) covered by a comprehensive insurance policy acceptable to Camplify throughout the Term of this Agreement, as set out in clause 14 of this Agreement.
- 4.3 The Owner must make their Equipment available for hire for a minimum of 8 weeks per year.
- 4.4 All Equipment must be submitted by the Owner to Camplify for approval before being added to the Camplify Website and approval and acceptance is entirely at Camplify's discretion and is based on quality of the Equipment.
- 4.5 For the Equipment to be approved and accepted by Camplify, and for the duration of the Term, it is the Owner's responsibility to ensure that:
- (a) the Equipment has:
 - (1) a fully functional smoke alarm;
 - (2) if the Equipment has an indoor kitchen:
 - (A) a fire blanket; and
 - (B) a fully functional fire extinguisher,
 - (3) a first aid kit; and
 - (b) any gas bottles are to be in good condition and in date.

- 4.6 The Owner must provide Camplify with any operational requirements relevant to the Equipment, such as, for example, towing specifications for the Equipment, via their listing profile. Should the Owner provide the incorrect or incomplete operational requirements for the Equipment and the Hirer is then impacted due to any damage caused, the Owner may be held responsible for any loss.

5. CAMPLIFY'S OBLIGATIONS

5.1 Camplify agrees that until the Anniversary Date it will:

- (a) provide:
 - (1) an online platform that connects Owners who create listings for the Equipment that are made available for booking by holiday makers seeking to book the Equipment;
 - (2) liability cover for Hirers which provides Hirers with third party cover for major accidental damage caused by fire or accident. This cover is only active from the completion of the rental check list on pick up and drop off.
- (b) secure and manage the Liability Deposit from the Hirer.
- (c) provide the Owner with cover up to the Liability Amount, for any damage that may be caused through hiring the Equipment in accordance with the Hiring Terms and Conditions.
- (d) Provide the owners with information;
 - (1) the drivers license the Hirer used to hire the Equipment in the Camplify platform
- (e) promote:
 - (1) the Camplify Equipment Rental Services on the Camplify Website as appropriate;
 - (2) Camplify Equipment Rental Services through advertising as appropriate;
 - (3) develop opportunities through its customer base;
 - (4) promote the Camplify Equipment Rental Services at trade shows and through its literature; and

6. THE OWNER'S OBLIGATIONS

6.1 The Owner agrees that until the Anniversary Date it will:

- (a) comply with Camplify's policies, made available on the Camplify Website and as may be amended from time to time, including but not limited to the following:
 - (1) Camplify Privacy Policy; and

- (2) Camplify Dispute Resolution Policy.
- (b) list the Equipment with the following requirements:
 - (1) using a smartphone or camera to take: a minimum of 4 photos inside the Equipment;
 - (2) a minimum of 4 photos outside of the Equipment;
 - (3) a photo of the registration plate; and
 - (4) all photos are less than 1 month old.
- (c) maintain:
 - (1) Owner must provide Camplify with an annual check by a recognised service agent.
 - (2) registration of the Equipment as required by law; and
 - (3) comprehensive insurance of the Equipment with an insurer acceptable to Camplify and with a sum insured for no less than the market value of the Equipment, subject to clause 14 of this Agreement.
- (d) provide Camplify with, where applicable:
 - (1) a copy of the registration certificate;
 - (2) a copy of the Equipment's comprehensive insurance policy and current policy schedule;
 - (3) a full inventory of everything that is included in the Equipment where applicable; and
 - (4) completed Camplify check-list.
- (e) ensure that the Equipment is fit of its intended purpose of providing the Camplify Equipment Rental Services and that the Equipment is clean and in a good operating condition, and where applicable registered and roadworthy;
- (f) make available the Equipment for the Camplify Equipment Rental Services;
- (g) make available the Equipment for Camplify to use for trade shows and any other promotional opportunities that present themselves;
- (h) supply images and text for Camplify to use for the Website and marketing activities;
- (i) follow the branding guidelines of Camplify when required to do so (and agreed); and
- (j) acknowledge that this is an agency agreement and that they will not directly or indirectly, solicit or attempt to solicit any Hirers provided by Camplify nor seek payment directly from the Hirer.

7. RENTAL PROCEDURE

- 7.1 Upon receipt of a Hirer's request to hire the Owner's Equipment the Owner will:
- (a) contact the Hirer;
 - (b) ask and answer questions to assess the suitability of the Hirer to hire the Owner's Equipment; and
 - (c) approve or reject the Hirer's request for a booking.
- 7.2 Upon receipt of notification of a confirmed booking Camplify will:
- (a) provide the Hirer with a tax invoice;
 - (b) collect payment of the Rental Charges and Liability Deposit from the Hirer; and
 - (c) undertake any checks required to ensure the Hirer meets the minimum standard required to hire the Equipment.
- 7.3 Upon confirmation from Camplify as to the Hirer's suitability, the Owner must:
- (a) agree with the Hirer to meet at a mutually acceptable location for the hire to commence; and
 - (b) induct the Hirer into the safe use, operation and handling of the Equipment.
- 7.4 The Owner in conjunction with the Hirer must:
- (a) complete the rental checklist, including agreement that any pre-existing damage matches the current damage log;
 - (b) take photos of the interior and exterior of the Equipment as required by this Agreement;
 - (c) take a photo of all authorised driver's licences and upload to the checklist; and
 - (d) conduct an inventory review.
- 7.5 The Owner must be reasonably available during the rental to assist the Hirer by answering any questions and resolving any issues that have arisen during the rental.
- 7.6 At the end of the rental, the Owner must:
- (a) agree with the Hirer to meet at a mutually acceptable location;
 - (b) complete the post rental check list;
 - (c) take photos of the interior and exterior of the Equipment as required by this Agreement;
 - (d) review and agree with the Hirer on any damage caused during the rental; and
 - (e) review the inventory for missing items.

- (f) notify Camplify of any missing items or damage
- (g) begin a conversation with the Hirer about missing items or damage

7.7 If any damage has been caused to the Equipment during the rental or if there are any other issues raised by the Owner as to the Hirer's obligations or the Hirer as to the Owner's obligations these must be reported to Camplify within 48 hours via completion of the post-hire checklist, indicating the damage, and an email to support@camplify.com.au.

7.8 For incidents of damage. The owners must follow the outlined process;

- (a) provide Camplify with a written formal quote from a repairer. Camplify may request a second quote, should the original quote not be sufficient to provide Camplify with the required information to act.
- (b) the Owner may use an Authorised Camplify Repairer should one be available in the Owners area. The Owner will not require a quote should this repairer be used.
- (c) Camplify treats all quotes provided as fixed price quotes. The agreed quote will be the final amount paid by Camplify to the Owner for damages. If the repair is over the quoted amount Camplify reserves the right to not provide any additional funds.
- (d) depending on the cost and type of damage Camplify may pass the Owner over to the Owners insurance provider to continue the claims process.

8. ROADSIDE ASSISTANCE AND BREAKDOWN COVER

8.1 Camplify provides all Equipment Rental with breakdown cover via the NRMA.

8.2 If the NRMA need to be engaged to retrieve the Owners Equipment the following is the maximum that Camplify will cover. All additional costs will be at the Owner cost where the Owners Equipment is at fault, or the Hirer where the Hirer has caused the incident;

- (a) up to 50km towing in metro and country areas,
- (b) 100km in remote areas,
- (c) or up to \$3000 in towing cover in a major breakdown.

9. PARTIES' CONDUCT

9.1 Each party acknowledges and agrees that it will not do anything which could give rise to a claim against the other party for loss or damage from any person including by:

- (a) making misleading or deceptive or untrue statements;
- (b) acting unconscionably or unfairly; or
- (c) act in a manner which brings the reputation of the other party into disrepute.

10. FEES PAYABLE BY HIRERS AND OWNERS

- 10.1 Upon confirmation of the booking the Hirer will pay to Camplify:
- (a) the Rental Charges; and
 - (b) the Liability Deposit.
- 10.2 Liability Deposit will be released to the Hirer within 48 hours of completion of the rental, subject to there being no damage to the Equipment and no breach of the Hirer's obligations under the Camplify Hire Contract.
- 10.3 Camplify will pay to the Owner the Owner's Rental Fee from amounts received by Camplify for completed Camplify Equipment Rental Services that originate from sales generated by Camplify inline with the following method;
- (a) 50% will be paid to the owner on the Tuesday on or after the booking starts. This is known as the initial payment
 - (b) 50% will be paid to the owner on the Tuesday on or after the booking completes. This is known as the final payment
- 10.4 Camplify in busy periods may take up to 30 days to complete the initial payment and the final payment
- 10.5 **Camplify may at its sole discretion amend the daily fee upon 14 days notice to the Owner.**
- 10.6 **Camplify will provide the Owner with all relevant information reasonably required by the Owner for the calculation of the Owner's Rental Fee.**
- 10.7 If the Owner owes Camplify any funds from previous hires, Camplify reserves the right to perform the following actions;
- (a) hold any future fees to the Owner until balance of fees are deducted
 - (b) suspended the Owners Equipment listing
 - (c) if not paid back to Camplify within 30 days and no other written agreement is in place to return the funds, pass the Owners debt to a collection agency at the cost of the Owner.

11. CANCELLATION

Camplify provides the following cancellation policy for all Hirers;

- 11.1 A booking is deemed as cancelled when the Hirer clicks the cancel button on their profile page relating to that booking.
- 11.1 The Equipment Owner must select a cancellation policy from the options of; Flexible, Moderate, or Strict. By default the Flexible policy is selected. It is the Equipment Owners responsible if they will to change their policy. The policy the Equipment Owner

has selected at the dates of the Hirers booking will be displayed during the bookings process, and emailed to the Hirer.

11.2 The following are the possible cancellation policies. Hirers receive;

- (a) Flexible;
 - (1) Change Mind Policy
 - (A) Full refund up to 7 days from the start of the booking
 - (B) Less than 7 days 90% credit (10% of the booking value paid to the Equipment Owner)
 - (C) Less than 48 hours from the start of the booking no credit or refund. (Equipment Owner receives their full payment)
 - (2) Extenuating Circumstance
 - (A) Full refund up to 3 days before the start of booking
 - (B) Full credit up to 24 hours before the start of booking
 - (C) Less than 24 hours no refund or credit. (Equipment Owner receives their full payment)
- (b) Moderate
 - (1) Change Mind Policy
 - (A) Full refund up to 30 days from the start of the booking
 - (B) Less than 30 days 90% credit (10% of the booking value paid to the Equipment Owner)
 - (C) Less than 10 days from the start of the booking no credit or refund. (Equipment Owner receives their full payment)
 - (2) Extenuating Circumstance
 - (A) Full refund up to 5 days before the start of booking
 - (B) Full credit up to 24 hours before the start of booking
 - (C) Less than 24 hours no refund or credit. (Equipment Owner receives their full payment)
- (c) Strict
 - (1) Change Mind Policy
 - (A) Full refund up to 45 days from the start of the booking
 - (B) 45 days to 20 days 90% credit (10% of the booking value paid to the Equipment Owner)

- (C) Less than 20 days from the start of the booking no credit or refund. (Equipment Owner receives their full payment)
- (2) Extenuating Circumstance
 - (A) Full refund up to 10 days before the start of booking
 - (B) Full credit up to 48 hours before the start of booking
 - (C) Less than 48 hours no refund or credit. (Equipment Owner receives their full payment)
- 11.3 Any entitlement to a refund that is classified as Change of Mind is subject a Camplify Refund Processing Fee of \$25 (including GST), charged to the hirer, which is non-refundable and any and all taxes will be retained and remitted. No Refund Processing Fees apply to Extenuating Circumstances. Camplify in its sole discretion may waive the operation of the Cancellation policy.
- 11.4 During times of Major Extenuating Circumstances. Camplify may implement it's Extenuating Circumstance Policy. If this occurs a notification will be posted on the page www.camplify.com.au/extenuatingcircumstances this page will outline the policy change during that period.
- 11.5 The Owner agrees to comply with these cancellation policies and work in accordance to these.
- 11.6 Services fees are refunded if a cancellation is made in accordance with this clause 10.

If there is a dispute from either party relating to cancellation, the Owner and the Hirer must give Camplify notice of the dispute within 48 hours of booking and allow Camplify to resolve the dispute.
- 11.7 If the Owner cancels the booking for any reason any funds provided to the Owner must be returned to Camplify via direct deposit within 24 hours. A booking is deemed to have been cancelled at the time when the Owner clicks the cancel button on their profile page relating to that booking. Camplify may cancel on the owners behalf if the owner does not respond to the hirer, or indicates to Camplify that this Booking will not proceed, or at Camplifys digression.
- 11.8 If the Equipment Owner cancels the booking the Hirer is entitled to a full refund.
- 11.9 Because cancellations disrupt guests' plans and impact confidence in the Camplify community, the following penalties will be applied for host cancellations.
 - (a) **Cancellation fee.** The following fee will be charged to the Equipment Owner or deducted from their next payout after a cancellation. Camplify may waive this fee if the Equipment Owner has worked with Camplify to find alternative arrangements for the Hirer. The amount deducted will depend on when you accepted the reservation and how soon before check-in you cancelled it:
 - (1) More than 7 days before check-in, the cancellation charge will be \$50
 - (2) Less than 7 days before check-in, the cancellation charge will be \$200

- (3) Less than 14 days during a Super Peak Period the cancellation charge will be \$500

- 11.10 If you cancel before the day of check-in, a review will be posted to your listing's profile indicating that you cancelled one of your reservations.
- 11.11 Hirer review. If you cancel on the day of check-in or later, guests can leave a public review on your listing's profile.
- 11.12 If you cancel the booking, your calendar will stay blocked and you won't be able to accept another reservation for the same dates of the cancelled reservation.
- 11.13 Account suspension. If you cancel 3 or more reservations less than 30 days out from a booking within a year, we may deactivate your listing.

12. RELATIONSHIP OF PARTIES

- 12.1 This Agreement does not imply that the parties intend constituting a partnership, joint venture or other form of association in which any party may be liable for the acts or omissions of another, and no party has authority to pledge the credit of another.

13. INTELLECTUAL PROPERTY

- 13.1 Each party acknowledges and agrees that this Agreement does not transfer to either party any intellectual property rights.
- 13.2 Each party acknowledges that it will have no rights and will not acquire any rights in respect of any trademarks, brands or trade names used by any other party or of the goodwill associated with them and that all such rights and goodwill are, and will remain, with the relevant owner.
- 13.3 Each party will, at the expense of the requesting party, take all such steps as a requesting party may reasonably require to assist that party in maintaining the validity and enforceability of its intellectual property rights.

14. INDEMNITY

- 14.1 Each party indemnifies and agrees to keep indemnified the other party against any loss, claim, damage, liability, action or legal proceedings and all costs, charges and expenses (including legal fees and disbursements on a full indemnity basis) in connection with the enforcement of this Agreement or arising either directly or indirectly as a result of a breach by the indemnifying party of its obligations or of any warranties or representations given under this Agreement, including any action brought by third parties against the other party as a result, either directly or indirectly, of such breach.
- 14.2 Other than in respect of a breach of clause 12 or clause 17, neither party will be liable for any indirect loss or consequential loss, loss of profits, loss of revenue, loss of

goodwill, exemplary damage or punitive damages arising in any way out of this Agreement however caused.

15. INSURANCE

15.1 During the currency of this Agreement the Owner must, at the Owner's expense, take out and maintain with an insurer approved by Camplify:

- (a) a comprehensive policy that provides:
 - (1) indemnity for the market value of the Equipment;
 - (2) indemnity for third party loss;
 - (3) cover for use of the Equipment by a Hirer; and
 - (4) a public liability policy that provides cover for at least \$10,000,000 per claim.
 - (5) if the Owner operates a registered business. The Owner must supply their own public liability, and business liability insurance.
- (b) The Owner will comply with subclause (a) above in the following ways:
 - (1) The Owner finds an approved policy that covers the owner and hirer for all insurance outlined;
 - (2) The Owner provides a full comprehensive policy and adds the Camplify Top up Hiring Insurance policy via the management dashboard; or
 - (3) The Owner insures their Equipment via the Camplify Premium Membership.

15.2 The Owner must also, at the Owner's expense, take out and maintain during the currency of this Agreement statutory or compulsory insurance cover for claims involving personal injury or death and ensure that any Equipment is fully registered for use by a Hirer, as required by any applicable laws.

16. GST

16.1 Unless expressly stated otherwise, all amounts specified in this Agreement are GST exclusive.

16.2 If GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the party providing the consideration for that Taxable Supply must also pay the amount of any GST payable in respect of that Taxable Supply as additional consideration. Clause does not apply to the extent that the consideration for the Taxable Supply is expressly agreed to be GST inclusive.

16.3 Any reference in the calculation of consideration or of any indemnity, reimbursement, or similar amount to a cost, expense or other liability incurred by a party, must exclude

the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.

17. WARRANTIES

17.1 Each party warrants that:

- (a) it has the power and authority to enter into and perform its obligations under this Agreement and the execution of this Agreement by it has been duly and validly authorised by all necessary corporate action;
- (b) its obligations under this Agreement are valid, binding and enforceable against it in accordance with their terms;
- (c) this Agreement and its performance do not contravene its constituent documents or any law, or any of its obligations or undertakings by which it is bound, or cause a limitation on its powers of its corporate officers to be exceeded;
- (d) it has the resources, skills, knowledge and abilities necessary to perform its obligations under this Agreement; and
- (e) to its knowledge, no litigation, arbitration, mediation, conciliation or administrative proceeding is taking place, pending, or threatened, whose outcome is likely to have a material adverse effect on its ability to perform its obligations under this Agreement.

18. CONFIDENTIAL INFORMATION

18.1 Each party:

- (a) except as permitted under clause 17, must keep confidential all Confidential Information of the other party;
- (b) may use the Confidential Information of the other party solely for the purposes of this Agreement; and
- (c) may disclose Confidential Information of the other party only:
 - (1) with the prior written approval of the other party;
 - (2) to officers, employees and consultants or advisers of the party or its Related Bodies Corporate (including but not limited to the party's insurers, insurance brokers and bankers) who: (A) are aware and agree that the Confidential Information must be kept confidential; and (B) either have a need to know (and only to the extent that each has a need to know); or
 - (3) as required to be disclosed by law or any order of any court, tribunal, authority or regulatory body.

- 18.2 Each party must notify the other party immediately once it becomes aware of any breach of confidentiality and must take all reasonable steps necessary to prevent further unauthorised use or disclosure of the Confidential Information.

19. TERMINATION

- 19.1 Camplify may terminate this Agreement with immediate effect by written notice to the Owner if:
- (a) the Owner breaches any material term of this Agreement capable of remedy and fails to remedy the breach within 10 Business Days after receiving a notice requiring it to do so;
 - (b) the Owner breaches any material term of this Agreement not capable of remedy in Camplify's reasonable opinion;
 - (c) the Owner breaches any term of this Agreement more than once and, within 5 Business Days after receiving a notice requiring it to do so, fails to satisfy Camplify that a breach of that term will not recur; or
 - (d) the Owner is
 - (1) subject to any form of Insolvency Event; or
 - (2) bankrupt, as that term is defined in the *Bankruptcy Act 1966* (Cth) .
- 19.2 Termination of this Agreement will not affect any accrued rights or remedies a party may have as at the date of termination, unless explicitly stated otherwise in this Agreement.
- 19.3 Upon expiry or termination of this Agreement each party must immediately:
- (a) deliver, return or otherwise facilitate the delivery or return of any Confidential Information and any other property owned by the other party in its possession;
 - (b) cease to use the intellectual property rights of the other party; and
 - (c) cease to represent directly or indirectly that it is associated with the other party.

20. DISPUTE RESOLUTION

- 20.1 A party must not commence any court proceedings (other than proceedings for urgent interlocutory relief) in respect of a dispute in connection with this Agreement (**Dispute**) until it has complied with this clause 19.
- 20.2 A party claiming that a Dispute has arisen must notify the other party in writing giving details of the Dispute.
- 20.3 Within the Initial Period each party must:

- (a) nominate in writing a representative of that party authorised to settle the Dispute on its behalf; and
 - (b) use its best endeavours to resolve the Dispute.
- 20.4 If the parties are unable to resolve the Dispute within the Initial Period they must, within an additional 10 Business Days either: (a) appoint a mediator and agree the terms upon which the mediator is to mediate the Dispute; or (b) if the parties are unable to agree on a mediator or the terms of the mediation, refer the Dispute for mediation to a mediator nominated by the then current President of the Law Society of New South Wales upon the terms of the mediation agreement then approved by the Law Society of New South Wales, and the parties must thereafter mediate the Dispute.
- 20.5 Each party must bear its own costs of resolving the Dispute under this clause and, unless the parties otherwise agree, the parties must bear equally the costs of any mediator engaged for that purpose.

21. NOTICES

- 21.1 A notice must be in writing and signed by or on behalf of the sender addressed to the recipient and:
- (a) delivered by personal service;
 - (b) sent by pre-paid mail; or
 - (c) by email.

22. MANAGED RVS

- 22.1 Camplify may enable Owners to authorise other Members (“RV Managers”) to administer the Owners Equipment, and to bind the Owners and take certain actions in relation to the Equipment as permitted by the Owners, such as accepting booking requests, messaging, conducting the prehire checklist process, and updating the Listing Fee and calendar availability (collectively, “Managing the Equipment”). Any agreement formed between Owners and RV Managers may not conflict with these Terms, the **Payments Terms**, or any other **Policies** applicable to your Equipment.
- 22.2 RV Managers may only act in an individual capacity and not on behalf of a company or other organization, unless expressly authorized by Camplify. Camplify reserves the right, in our sole discretion, to limit the number of RV Managers an Owner may invite for each Equipment and to limit the number of Equipment a RV Managers may manage.
- 22.3 If an Owner appoints an RV Manager to Manage the RV on their behalf, the actions taken by the RV Manager will be taken by Camplify as the actions of the Owner.
- 22.4 RV Manager, will not be reviewed by Hirers, meaning that your RV Managers activities will not affect your Reviews or Ratings for other Listings for which you are an Owner. Instead, the Owner of the Equipment will be reviewed by Hirers.

23. MISCELANEOUS

23.1 Costs

Each party must bear its own costs and expenses in respect of the negotiation, preparation and execution of this Agreement and any other document executed pursuant to this Agreement.

23.2 No assignment

The rights and obligations of each party under this Agreement are personal and except as set out in this Agreement they may not be assigned, charged, encumbered or otherwise dealt with.

23.3 Variation

Camplify reserves the right to modify this Agreement at any time in accordance with this provision. If Camplify make changes to this Agreement, Camplify will provide the Owner with notice of the modifications by email at least fifteen (15) days before the date they become effective. If the Owner disagrees with the revised Agreement, the Owner may terminate this Agreement with immediate effect. Camplify will inform the Owner about their right to terminate the Agreement in the notification email. If the Owner does not terminate this Agreement before the date the revised Agreement become effective, the Owner's continued access to or use of the Camplify Website will constitute acceptance of the revised Agreement.

23.4 Severability

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question will not be affected.

23.5 No waiver

No waiver by a party of any breach of this Agreement will be considered as a waiver of any subsequent breach of the same or any other provisions.

23.6 Entire Agreement

This Agreement constitutes the entire understanding between the parties about its subject matter and supersedes all previous representations, understandings and agreements in connection with that subject matter.

23.7 Governing Law and Jurisdiction

This Agreement shall be construed in accordance with and shall be governed by the laws in force in the State of New South Wales.

Each of the parties irrevocably submits to and accepts the exclusive jurisdiction of any of the Courts of the State of New South Wales or the Commonwealth of Australia and any courts of appeal from these courts.

A party must not commence any court proceedings (other than proceedings for urgent interlocutory relief) in respect of a Dispute until it has complied with this clause 19.

23.8 Member Verification

Camplify will make an effort to gather key data on members to allow for this data to be shared on the platform if a successful transaction occurs. However, user verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Member's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members, (ii) screen Members against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Member, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).