Terms of use for Campr 27.05.2022

The following conditions apply when using the Campr service under the domain http://campr.no (Campr).

Campr is operated by Campr AS, Org no. 927 026 910 with registered address Rådhusgata 23, 0158 Oslo (“Campr”)

From now on, those who rent out the Vehicle are defined as "Owner(s)" and those who rent the Vehicle as "Tenant(s)". Together, "Owners" and "Tenants" are referred to as "Parties".

Campr will ensure good cooperation between Owner, Tenant and Campr. It is recommended that you read these terms carefully to ensure good knowledge and a complete overview of what rights and obligations you and other parties have when using Campr's services.

Below are the most important terms for these terms.

|  |  |
| --- | --- |
| User | A person who has created an account on Campr's platform. |
| Confirmed order | An order is confirmed when the Tenant has paid the Service Fee to an Owner via the platform. |
| Payment | If booking is made less than 3 months before departure, 100% of the rental amount including service fee (20%) will be charged. |
| Booking request | Request sent by the Renter to the Owner to order a Vehicle via the platform. |
| Check-in | When the Tenant collects the Vehicle for hire, the Owner fills in the details in the “Form for Delivery” which the Renter then approves so that both parties agree on the condition of the Vehicle. |
| Check out | When the Tenant returns the car after the end of the Rental Period, the Owner fills out “Form for Return” which the Tenant then approves, so that both parties agree on the Vehicle's condition after return and any differences from Check-in. |
| Insurance providers | Affiliated partners who provide insurance services during a rental period. |
| The insurance conditions | Separate conditions that determine a booking are covered by the insurance company's group insurance. This insurance only applies to Norwegian-registered units. |
| Vehicle | The vehicle that is rented out at Campr. Tenant who rent a Vehicle in accordance with these terms |

|  |  |
| --- | --- |
| Tenant | A person who has rented a motorhome or caravan in Campr |
| Owner | Owner of the unit rented out through Campr |
| Rent agreement | The setup created via the platform for a specific order between the Renter and the Owner, with the intention of renting a Vehicle. This specifies, among other things, the date of the Rental Period and Rental Amount. |
| Rent amount | Agreed price that the Tenant and Owner have agreed for rent |
| Rent period | The time when the Vehicle is rented. Calculated from Check-in to Check-out. |
| Contents | All information on the Platform, including but not limited to: layout, platform look and feel, logos, blogs, trademarks and certain texts. |
| Motor vehicle | A Vehicle with an engine that is rented out via Campr. An example of̊ a motor vehicle is a motor home. |
| IP-rights | All intellectual property rights and related rights including: copyright, trademarks, patents, designs, trademarks, databases, related rights and know-how rights. |
| Account | When a User is registered on the platform, an account is created. Here, the User fills in information about himself and his Vehicle if it's the owner. |
| Deposit | 10 days before the tenancy starts, Campr will deduct NOK 10,000 as a deposit from the tenant's payment card. If no damage occurs, the same amount will be refunded after 10 days after the end of the tenancy. |
| Platform | The platform available at www.campr.no |
| Travel companion | The company that rents and uses the Vehicle. Everyone in the Travel Group is covered of the Rent Agreement. |
| Services | Campr Service involves the use of Campr's platform for rental and rental of Vehicles. |
| Deductible | The maximum amount stated by the Owner that can be charged to the Tenant for damage or loss of equipment, unless otherwise stipulated in the agreement here. This is deducted at the end of the Rental Period. |
| Terms and conditions | The Terms and conditions are guidelines developed by Campr for correct use of the Campr Platform. |
| Owner | Users who own one or more Vehicles and who, in accordance with these Terms of Use, rent out Vehicles to Renters. |
| Stripe | Stripe is a 3rd party payment solution that ensures safe payment and payment to the Parties. |

Rental Agreement

§ 1. Validity of the agreement

1. The current terms and conditions are relevant for everyone who uses Campr's Service and for the Rental Agreement.
2. Campr reserves the right to change or add content to these terms and conditions at its own discretion. The most current terms and conditions can be found on the Platform. If the current terms are changed or new ones are added, the new terms will be mentioned the next time you use the platform. A continued use of the platform after changes / additions have taken place means that the User is considered to have accepted the changes / additions. If the User wishes to object to the changes/additions, the User must end their use of Campr's Services and delete the User Account.

§ 2. The Platform

1. The user understands that the purpose of the Campr Platform is to unite Owners and Tenants so that they can enter into Rental Agreements with each other through the platform. Campr facilitates this but does not have in-depth knowledge or involvement in the information exchanged between Users on the platform and the Vehicles made available through the platform. Campr is not a party to any Rental Agreement and is therefore not obligated in any way, although Campr can review the information communicated on the platform by the Users.
2. The user accepts that the Service only offers the functionality and tools that are available when you use the platform. Campr is not responsible for others' express or implied assurances, given commitments and guarantees of any kind such as, but not limited to, guarantees, commitments and disclaimers relating to the quality, security, legality, integrity and accuracy of the Service and the information provided through it, unless otherwise expressly stated.
3. Campr does not guarantee that its Service always will be available or work without interruption or malfunction. Campr is not responsible for any damages or losses caused by temporary downtime.
4. Campr reserves the right to change, edit or close the platform or the Service without further compensation or obligations to the Users. If the Users disagree with the newly implemented changes and / or edits, the User must stop using Campr's Services and close their account.
5. Campr reserves the right, without notice and without being obligated to Users, to withdraw or limit their Service, when deemed necessary, for example in the event of an unavoidable need for maintenance work on the platform.

§ 3. The design of the Rental Agreement

1. The owner sets a desired price for rental, cost per kilometer and other conditions such as cleaning fees etc. The prices and conditions for a given order are set at the time of order and are not affected by changes that the Owner makes to the profile or advertisement afterwards. It is the Owner's responsibility to ensure that the Owner's advertised prices are correct. Campr is not responsible for any errors in the Owner's pricing.
2. When a Renter is interested in renting a Vehicle, he must send a Booking Request to the Owner about the dates he wishes to rent.
3. The Owner receives notification of the Rental Request from the Tenant and then chooses to accept or decline the Order Request via the platform. The owner must accept or reject an order request within 36 hours.
4. Once a rent is confirmed, both parties can view the details of the rent on the platform.
5. The insurance conditions determine whether the order is covered by the group insurance. See Appendix 1 for complete insurance conditions. Campr is not responsible for a booking not being covered by group insurance. Cars that are not registered as motorhomes, converted vans and the like are only covered by Campr's group insurance if they are under 20 years old.

§ 4. Registration and account

1. A User must create an account according to the instructions on the platform. This ensures that the information provided when creating the account is complete and accurate.
2. Users must be at least 18 years of age when registering.
3. A User is responsible for adjusting information about conditions that cause previous information to no longer be accurate. The user accepts and understands that for the platform to function effectively, all information in the account must be as complete and correct as possible. By using the Service, the User accepts that the consequences of incorrect or incomplete information in the profile occur at the User's risk and expense.
4. Information provided during registration will be stored in a database and handled in accordance with Campr's privacy policy.
5. Users approve that Campr, and insurance companies can verify the User's creditworthiness, identity, driving behaviour, vehicle ownership and information about criminal offenses through external Services and databases. Please note that this means that personal data, including social security numbers, can be shared with these external services. Any debts or payment notices and their nature are NOT explicitly published on the platform, but they may form the basis for any recommendations from Campr to the Tenant or prevent the User from using Campr's services.
6. The user is responsible for keeping the login information secret. Users may not share their User Information with third parties or allow third parties access to their account in any way. The users are responsible for the use that takes place on the platform through the login information. Campr can act on the User's account but does not use the User's login information. A User must notify Campr as soon as he suspects or knows that the login information has been stolen. The user is obliged to take the necessary measures to protect his account, including by changing the password at regular intervals.
7. Campr reserves the right to refuse registration of a User and to delete the profile of an existing User without having to specify the reason for this. Refusal of registration and/or deletion as mentioned will be carried out in line with the non-discrimination legislation in the country in which the User has his residence, as stated in accordance with § 4 no. 1.
8. Information about Users and their orders on Campr can be sent to the relevant authorities if they require it.

§ 5. Terms for Owner of Vehicle

When you register on the Campr Platform as an Owner, the following terms and conditions apply:

1. Owners must own 100% of the Vehicle/Vehicles they wish to rent with Campr or have authorization from the actual Owner of the Vehicle to rent the Vehicle. If a company owns the Vehicle, the Owner is authorized by the company to perform all actual and legal actions related to the Vehicle. The owner warrants that he or she has the necessary actual and legal permission to dispose of the Vehicle / Vehicles on the platform; Campr is not responsible for any deficiencies related to the Owner's permits.
2. The owner holds a valid driving license approved in Norway. This does not apply if the Owner is a business.
3. If the Owner does not meet the above requirements (or at any time fails to meet them), the Owner is not permitted to use Campr's Services as an Owner. Campr reserves the right to exclude Owners from the platform.
4. The owner must register the Vehicle(s) to be rented on their account. The vehicle(s) must meet and continuously meet the following requirements. When registering a Vehicle for hire, the Owner guarantees that the Vehicle:
   1. Meets all basic security requirements.
   2. Meets the criteria found for Vehicles mentioned in the guidelines upon registration.
   3. Maintained regularly as advised by the manufacturer.
   4. Is EU-controlled in accordance with current legislation in Norway. The owner has valid documents showing that the Vehicle has been certified and tested, and which is valid for the entire Rental Period.
   5. Is insured and all taxes are paid.
   6. Has a registration plate that is approved in Norway.
   7. Is completely free of damage, unless otherwise expressly agreed between Owner and Tenant. In that case, this must be documented by both parties at check-in.
   8. Is equipped with all necessary fluids (engine oil, brake fluid, coolant, washer fluid, etc.), unless otherwise expressly agreed with the Tenant.
   9. Delivered with all facilities and equipment included in the list of the Vehicle's contents, unless otherwise expressly agreed with the Hirer.
   10. Has a maximum weight of 7,500 kg
   11. Is clean and presentable at the start of the rental.
5. If the owner of the vehicle does not respond to incoming booking inquiries within the deadline of 36 hours, Campr has the right to cancel the booking.
6. If the Vehicle no longer meets the above criteria, the Owner shall delist the Vehicle and cancel all existing orders and agreements immediately, unless otherwise agreed with Campr. Unpublishing is done via email to post@campr.no and marked "Depublication- Reg #XXXXXX"
7. The Owner is fully responsible for any damages or costs due to either the Vehicle or the Owner no longer meeting the above criteria.

§ 6. Terms for Tenants

When you register on the Campr Platform as a Tenant, the following terms and conditions apply:

1. The tenant must hold, and have available, a valid driver's license throughout the entire rental period. The driver's license must be valid in Norway and all other countries visited during the Rental Period. The driver's license must permit driving of the rented Vehicle.
2. The Tenant has not been convicted (and has not been convicted in the last 8 years prior to registration as a Tenant) for drunk driving (driving under the influence of alcohol and/or drugs), driving without a driver's license, other illegal driving, or insurance fraud.
3. The tenant is not (and has not previously been) excluded or refused insurance from any insurance company due to illegal driving, and/or has not been subject to stricter requirements from the insurance company due to such conditions, for example a higher insurance fee, a higher deductible and /or limited insurance cover or similar in the last 8 years before registration as a Tenant.
4. The person driving the Vehicle is not on medication or has a disability or is in a condition that may impair his or her ability to legally drive the Vehicle. The person driving the Vehicle must declare any use of medication that is relevant to the Owner and the insurance company to ensure that the use of the medication does not limit the scope of the Owner's insurance coverage for the Vehicle.
5. When you register as a Tenant on Campr's Platform, all the above requirements must be met. If these requirements are not met (or not met at any time before or during the time as a registered User of Campr), Campr reserves the right to exclude current Renters from the platform and cancel the booking without compensation.
6. Owners themselves have the right to set requirements for the Tenant's minimum and maximum age. Depending on the insurance the Owner has on the Vehicle, the Owner may reject a Booking Request based on specific driver's license requirements, age limits or other criteria set out in the insurance company's policy.
7. Under all circumstances, the tenant is responsible for all damages and costs caused by not meeting the above requirements.

§ 7. Obligations regarding Rental Agreements

1. The rental agreement comes into force when an order has been confirmed by the Owner. This happens when the Tenant has made his first payment on an accepted rental request.
2. If the User has entered information that conflicts with this Rental Agreement or any of Campr's other agreements, it is the latter's agreement that applies.
3. Campr is not a party to the Rent Agreement. Campr provides the platform where the Vehicles are marketed by car Owners and rented by Tenant and facilitates payment between them.
4. The Tenant is obliged to accept the following requirements in relation to the Owner of the Vehicle:
   1. The Tenant uses the Vehicle with the greatest care, in accordance with the Owner's specified requirements, complies with all laws and regulations relating to motorized traffic in the place where the Tenant is always, including traffic regulations, and follows the manufacturer's guidelines for using the Vehicle.
   2. The lessee does not make any changes to the Vehicle and the equipment.
   3. The Tenant ensures that the Vehicle is only used by persons who have permission from the Owner. The Tenant may not rent or lend the Vehicle to anyone else during the Rental Period.
   4. During the entire Rental Period, the Tenant must follow the Owner's rules regarding the maximum number of passengers who can travel and stay in the Vehicle. The maximum number of passengers is the lower of the maximum number of persons for which the Vehicle is legally registered, and the number that the Owner himself determines.
   5. The tenant must follow the instructions given by the owner throughout the rental period.
   6. The Tenant is responsible for taking care of the Vehicle's maintenance and care during the Rental Period, for example checking oils and topping up coolant (at least every 1,600 km).
   7. The Tenant is responsible for all fees and costs related to toll crossings, parking, traffic fines or the like, regardless of where the Vehicle is located, regardless of whether the Tenant has shown any fault.
   8. The Tenant may not consume alcohol and/or drugs before and while driving the Vehicle and may not break the traffic rules of the country where the Tenant and the Vehicle are located during the rental period.
5. The Tenant guarantees that everyone in the Travel Party who has the Owner's permission to drive the Vehicle will follow the rules in § 7. Obligations regarding Rental agreements.
6. The owner is obliged to deliver the vehicle in accordance with the terms set out in § 5. Terms and conditions for owner of vehicle.
7. The Owner may prevent the Tenant from renting the Vehicle in cases where the Owner has reasonable grounds to suspect that the Tenant:
   1. Does not meet the requirements for Tenants shown under § 6. Terms for Tenants
   2. Is unable to drive the Vehicle
   3. Cannot present a valid and recognized driver's license for Norway. In the above cases, the Owner can terminate the rent without paying fees, fines or other sanctions to the Tenant (Campr will ask for clarification regarding this).
8. The Tenant may refuse to hire the Vehicle if the Lessee has reasonable grounds to suspect that the Owner:
   1. Does not meet the requirements in § 5. Conditions for Owner of Vehicle
   2. Has not registered damage to the Vehicle correctly, and/or that the Owner refuses to cooperate in registering the damage correctly when the Vehicle is collected. In the above cases, the Tenant may terminate the rent without paying fees, fines or other penalties (Campr will ask for clarification regarding this).
9. The Tenant and Owner approve the Check-in before the Rental Period starts. At check-in, the Tenant states that the Vehicle is free of damage, defects, or defects, except for the damage or defects that already exist. All existing damage or defects must be clearly registered under Check-in in the Delivery Form. If the rental is for a Motor Vehicle, mileage, and the amount of fuel in the tank must also be recorded. The approval given in Check-in will form part of the Rental Agreement.
10. The Tenant is responsible for returning the Vehicle in accordance with the following:
    1. On the specified date, time, and place. If this does not happen, the Hirer will be obliged to pay for the Owner's lost profits related to accepted orders that are prevented or made difficult due to the Hirer's failure to comply with this point.
    2. No personal belongings may be left in the Vehicle.
    3. Without having broken any traffic or parking rules during the Rental Period. All such violations during the Rental Period are always the Lessee's responsibility and will be charged to the Tenant.
    4. Together with the car's keys and documents.
    5. Included chairs, table and other equipment that came with it at the time of delivery.
    6. With at least the same amount of fuel in the tank (for Motor Vehicles) as was registered at Check-in, unless otherwise expressly agreed in the Rental Agreement or when picking up the Vehicle.
    7. In the same condition as at Check-in about cleanliness and damage that was approved at Check-in, unless otherwise expressly agreed in the Rental Agreement or when you collect the Vehicle. In case of deviation from this point, the Tenant may be charged a cleaning fee.
11. The Tenant and Owner approve Check-out after the end of the Rental Period. When the Rental Period is over, the Renter and the Owner must approve that the Vehicle has been returned without new damage or new defects (incurred during the Rental Period). Any new damage or defects (incurred during the Rental Period) must be noted and approved by the Tenant and Owner during Check Out. Mileage of the motor vehicle and the amount of fuel left in the tank are also recorded at Check-out. Both parties must complete the Return Form.
12. The tenant must be charged for costs related to passing road tolls and using the ferry during the rental period. If this can be documented by the Owner, Campr can deduct this from the Tenant's deposit and pay this to the Owner.
13. In the event of a dispute between the Renter and the Owner, Campr can act as an intermediary, but remains without responsibility for any costs or damages. Any disputes are reported to post@campr.no and marked with "Dispute - reg no #xxxxx"

§ 8. Cancellation policy

1. The Tenant can always cancel a Booking Request that has not yet been accepted by the Owner, without costs or fees.
2. Owners can always reject an Order Request without obligation.
3. Either party may cancel an Order Request without cost or liability to the other party, provided that the order has not been confirmed.
4. In cases where the Tenant cancels a Confirmed booking more than 90 days before the Rental Period starts, the Lessee will be able to cancel without costs or fees.
5. In cases where the Tenant cancels a Confirmed booking between 21 and 90 days before the rental period starts, the Lessee will be refunded 70% of the Rental Amount, except Service Fee of 20%.
6. If an Owner cancels a Confirmed booking, the Tenant will be refunded in full, and claims for additional payments will cease. If the cancellation is due to the Owner's shortcomings, the Owner will be responsible for all direct extra costs that the Renter must pay to rent an alternative Vehicle, campsite or boat trips paid for before the cancellation, however always limited to a value of a maximum of 50% of the Rental Amount. The Owner's liability for damages pursuant to this point does not apply if (a) the cancellation is due to the Vehicle being damaged or otherwise in a non-hirable condition caused by a previous rental via Campr, or if (b) the cancellation is due to force majeure. The exceptional cases a) and b) must be proved by the Owner. Campr has the last word on whether the facts invoked as grounds for exception are considered to fall under a) or b) and has the right to investigate this. If an invocation of force majeure proves to be incorrect, administration, investigation and other costs related to Campr's investigations in relation to this will be charged to the Owner, up to an amount corresponding to the sum of the service fees and warranty costs.
7. Returning the Vehicle before the specified date is permitted, provided that an agreement has been concluded between the Owner and the Tenant. In this case, however, no part of the Rental Amount will be refunded.

§ 9 Duration, termination, and extension of the Rent Agreement

1. The rent lasts for a certain period. The Tenant and Owner can only terminate the Rent before it expires, in accordance with Campr's cancellation rules in § 8.
2. The order is considered canceled by the Tenant if he or she has not collected it within 24 hours of the agreed collection time in the Rental Agreement. In that case, no part of the Rental Amount will be refunded.
3. Return of the Vehicle before the end of the Rental Period is not considered to terminate the Rental Agreement and does not affect the rental contract or the size of the Rental Amount.
4. The same procedure must be followed to extend the Rental Period as when it was started. If an extension of the Rental Period is not accepted, the agreed rental period specified in the Rental Agreement applies.

§ 10 Damages, retroactive costs, and fines

1. The Tenant is obliged to pay for all damage to the Vehicle and/or the equipment, up to the maximum cost per individual damage, limited to the deductible. If the Vehicle is covered by the compulsory group insurance, the deductible is determined by the Insurance Terms. The deductible is calculated for each individual claim. If there are several damages from a damage incident that must naturally be seen in context, these are covered by the same deductible.
2. The deductible only applies to damage to the Vehicle and/or the equipment. Per incident, the Owner cannot claim compensation more than the deductible, even if there are several damages related to the damage incident. The owner can claim compensation for more than one excess if there are several damage incidents, which result in more than one insurance claim. The owner can, if he wishes, insure himself against additional expenses.
3. All countries where the Owner's international insurance card is valid, as well as countries to which the Owner has permitted the Renter to travel, can be visited with the Vehicle. Countries that are fully or partially at war or other armed conflict and unrest that can be thought to entail danger for the Vehicle, or countries that are most likely to be in such a situation, may under no circumstances be visited by the Tenant.
4. If the police or the judiciary seize the Vehicle because the Tenant is alleged to have been in possession of drugs, has driven carelessly, has neglected to take care of the Vehicle, or has been involved in other crimes or offences, the Tenant is obliged to compensate the Owner for all damages as well as lost profits cf. § 7 no. 10 letter a. All costs that the Owner must pay due to the above, including legal assistance, will be charged to the Tenant.
5. The Owner shall be held fully indemnified, without regard to deductibles, for costs and losses incurred by the Renter or the traveling party due to irresponsible, negligent or intentional behavior that results in break-ins to the Vehicle, theft of or from the Vehicle, as well as damage to the Vehicle.
6. The Owner is never responsible for personal, psychological, material, consequential or bodily injuries sustained by the Tenant or the Travel Companion due to the use of the Vehicle, mechanical faults, traffic accidents, single or serial collisions, unless the damage occurred due to defects in the Vehicle that the Owner knew about but did not inform the Tenant about.
7. If the Owner attempts to obtain compensation from the Tenant for damages that have occurred before the Rental Period, all of the Tenant's costs for obtaining the necessary expertise, claims handling and other administrative costs related to defending against the Owner's claims will be charged to the Owner with NOK 10,000 per stated damage incident. The police may be notified, and the Owner may be charged with insurance fraud.
8. The Owner is individually responsible for notifying his insurance company that the Vehicle is being used for hire and for ensuring that the insurance is also valid for hire. If necessary, the Owner must calculate whether the permitted mileage for the Vehicle's current insurance company needs to be changed and notify the insurance company of this. The Owner is also responsible for ensuring that the necessary rental permits are in place.
9. Campr can advance costs incurred by the Renter for the Owner, including, but not limited to surcharges for driving longer distances, traffic fines, tolls, damages, deductibles, fees for delayed return of the Vehicle or necessary cleaning of the Vehicle, unless otherwise stated in § 10 No. 10. An additional administration fee may apply. Campr can then claim recourse from the Tenant.
10. The Owner must state additional costs at Check-out using the Return Form. Campr processes all subsequent additions. Taxes and traffic fines must be sent to Campr within six months of booking (Checkout date). Taxes and traffic fines are paid as soon as they are collected from the Tenant.
11. If the Tenant wishes to object to the payment of an additional fee, he or she must notify this in writing within five working days. If this is not done, the Tenant is considered to have accepted to pay the additional fee.
12. If the Vehicle ceases to function (is not drivable or unusable) without defects in the Travel Companion, but the Owner does not offer a new Vehicle for the remaining Rental Period, the Owner must repay a part of the Rental Amount corresponding to the time when the Vehicle could not be used.
13. The awning is an accessory that is recommended to be replaced every 12 years. If the awning breaks during rental, the age of the awning is considered when calculating compensation for damage. For the first five years there is no reduction, then with a reduction of 10% per year and a minimum value of 30%.
14. The Tenant is responsible for damage caused by punctures on tires that are no older than eight years. The Owner must be able to present irrefutable proof that the tires are no older than eight years. If the tires are older than eight years, the Owner will be responsible for the damage.
15. If the Owner has included one or more of the following prohibitions at the time of booking, the Lessee will be fined as follows for non-compliance, paid in the Owner's currency (NOK).
    1. Smoking in the vehicle: NOK 5,000 (including cleaning costs)
    2. Pets in the vehicle: NOK 5,000 (including cleaning costs)
    3. Traveling with the Vehicle outside Norway: NOK 5,000 (excluding costs for consequential damages, for example uninsured damage to the Vehicle or third parties)
    4. To visit a festival with the Vehicle: NOK 5,000.

The Owner must be able to show indisputable evidence that the travel company has broken the rules.

§ 11 Payment and **fees**

1. The Tenant pays the rental amount agreed with the Owner in the rental agreement. As a starting point, the Tenant pays the entire Rental Amount within two days of an order confirmation from the Owner, unless otherwise explicitly agreed between the Tenant and the Owner. 21 days before the Rental Period, any remaining balance must be paid. If the rental contract is agreed less than three weeks before the Rental Period starts, the entire Rental Amount must be paid within two days to confirm the booking.
2. Campr reserves the right to charge a fee from the Tenant for its Services. The fee for Campr's services 20% of the total rental amount. The fee is automatically added to the Owner's requested rental amount.
3. Campr reserves the right to charge a fee from the Owner for its Services. The amount is 15% of the total rental amount. The fee is automatically deducted from the total rental amount before payment to the Owner.
4. Campr reserves the right to demand a deposit from the Tenant of NOK 10,000 to cover any costs in the event of damage. The amount is deducted 10 days BEFORE the tenancy starts. If no damage occurs, the full amount will be refunded 10 days AFTER the rental has ended.
5. All payments are handled in collaboration with a third party (Stripe). All payments are made to the third party, after which the third party pays the fee for Campr's Services to Campr and the remaining part of the Rental Amount to the Owner.
6. The amount transferred to the Owner or Tenant is based on data from Campr, except in cases where the data can be proven to be incorrect. In that case, the Owner or Tenant must report to Campr as soon as possible.
7. Campr is not responsible for mistakes made in the creation of Rental Agreements, for example related to the desired date for the Rental Period or type of Vehicle.
8. Campr is not responsible if the Owner cannot pay the above additional costs from the Renter for any reason.
9. Campr provides mediation services and is thus not responsible for VAT and/or tax obligations incumbent on the Tenant or Owner. The other Parties to the agreement are thus themselves responsible for complying with applicable tax and duty legislation.

§ 12 IP-Rights

1. Campr owns all rights to Campr's Service and public content created on the platform.
2. Campr grants a limited, personal, revocable, non-exclusive, and non-sublicensable right to use the Service in accordance with Campr's terms and conditions.
3. Without Campr's written consent, it is forbidden to request, copy or reuse significant parts of the content or to repeat and systematically request or reuse significant parts of the content in the database.
4. Nothing mentioned in Campr's terms is intended to transfer IP rights to Users. Users may not act in a manner that infringes Campr's IP rights, for example by registering domain names, companies or keywords that are identical or like other questions regarding Campr's IP rights.
5. In accordance with the above terms of use, your IP rights are preserved for all content that you as a User publish on the platform.
6. The User agrees that by uploading information to the Platform, this automatically grants Campr a free, non-subscription, worldwide, sub-licensable, non-exclusive right to share the information to provide the Service and to duplicate and publish any information added to the Platform.
7. Campr is thus entitled to use the User's uploaded content to market the Service. This includes, for example, advertising in various media or websites.
8. It is against Campr's terms and conditions to delete, hide, change, or obscure anything mentioned or communicated regarding IP rights.

§ 13 Responsibility

1. Campr is an intermediary that mediates Services and is not responsible for damages and other things that relate to the relationship between Owner and Tenant.
2. Any shortfall that can be attributed to Campr is in any case limited to a maximum of NOK 10,000. The total liability resulting from this agreement will never exceed this amount.
3. Campr is never responsible for damages resulting from:
   1. Information obtained from third parties or information available on third party websites linked to Campr via
   2. Information posted on the platform by Users
   3. Damage or loss of property or Vehicle
   4. Death or injury if these are not caused by illegal actions of Campr
   5. Traffic or parking offences
   6. Fuel costs
   7. Violation of the Terms of Use by other Users
   8. Termination of the Rental Agreement, deletion of accounts, Vehicles, or other goods on the platform.
4. The user guarantees that Campr is not liable for damages or costs, including but not limited to damages caused by an (alleged) infringement of IP rights, third party claims, collection costs, legal costs, loss of profits, fines and legal costs caused by Campr or which due to: (i) defects attributable to Campr's non-compliance with these terms, (ii) use of Services, or (iii) damages. Resignation

§ 14 Resignation

1. Users of Campr's Services have the right to terminate use of the Service at any time and delete their account. However, Users cannot terminate their account if they have active orders. Termination of an account does not affect Rents already entered at the time of termination.
2. Campr has the right to stop the use of the Service, block User activity and/or delete the Users' accounts without having to state the reason for this.
3. In the event of the User's need to receive a payment from Campr, or if a User has a positive balance on the account at the time of termination, Campr guarantees that the relevant amounts will be transferred to the User.
4. All amounts owed by Users to Campr will be claimed as soon as the account is closed.

§ 15 Other Terms

1. These terms and conditions, and all contractual disputes arising from them and/or related to them, are governed by Norwegian law.
2. All disputes arising from and/or related to these terms of use shall be resolved by the ordinary courts. If the dispute is involved, it is brought before the ordinary courts. The Lofoten District Court is adopted as the venue.
3. If any of the individual clauses under these terms are canceled or held invalid, the remaining terms shall continue to apply and Campr will replace a canceled clause with one that corresponds as closely as possible.
4. Campr reserves the right to transfer or pledge all assets, powers, rights, obligations, and documents related to the applicable Terms of Use to a third party and will notify you if this happens. By using Campr, you agree to cooperate with a third party in the future to whom Campr transfers the Service, and to allow it to exercise any rights acquired through the transfer.
5. If there is a dispute between the Tenant and the Owner for a value up to the maximum amount per incident, the Tenant and the Owner agree that this dispute can be resolved by Campr. Campr can offer advice but is in no way responsible for deciding the outcome of the dispute.
6. Campr incurs no obligations towards the Parties regarding the advice given under § 15 no. 6 or what arises in connection with this.