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Special Terms and Conditions for the "AI Suite"

These Special Terms and Conditions govern the provision and use of the paid additional service "AI Suite" provided by PiNCAMP GmbH. They apply exclusively in business transactions with entrepreneurs within the meaning of § 14 BGB (German Civil Code) and supplement the provider's general contractual foundations.

1. Scope of Application

- 1.1. These terms apply exclusively to the paid service "AI Suite" between PiNCAMP GmbH, Hansastraße 19, 80686 Munich, Germany (hereinafter "**Provider**") and the participating campsite operator or business customer (hereinafter "**Customer**").
- 1.2. These terms apply as a specific additional agreement and supplement the Provider's General B2B Terms of Use for portal usage. In the event of direct conflicts between the General B2B Terms of Use and these Special Terms for the AI Suite, the present regulations shall prevail.
- 1.3. Insofar as the distribution or marketing of the "**AI Suite**" is carried out in whole or in part via a sales agency authorized by the Provider or an external marketer (hereinafter "**Marketer**"), the contract for the provision and use of the "AI Suite" is concluded exclusively between the Provider and the Customer, unless something to the contrary is expressly agreed. In this case, the Marketer acts as an intermediary in the name and on behalf of the Provider. The contractual obligations to provide the technical services remain solely with the Provider. Commercial processing (in particular invoicing and payment processing) can be carried out via the respective Marketer without the latter becoming a contractual partner itself with regard to the provision of services.

2. Service Description of the "AI Suite"

- 2.1. The "AI Suite" is a specialized, paid service of the Provider for optimizing the digital



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visibility, representation, and findability of the Customer's campsite on the Internet, on digital booking platforms, and in AI-based search and information systems.

- 2.2. The service includes the automated or semi-automated analysis, structuring, preparation of campsite data, and translation into foreign languages using artificial intelligence (AI) systems, as well as the validation and refinement of data sets to strengthen the digital relevance and trustworthiness of the customer profile.
- 2.3. The basis for providing the service is the information provided by the customer about the features and advantages of their campsite in a digital questionnaire provided by the provider.
- 2.4. Reservation of Right to Change

The Provider is entitled to adjust the scope of services of the "AI Suite" as well as the underlying technical processes and systems (in particular AI systems used) for objectively justified reasons, provided that the essential core of the contractually owed primary service is not impaired.

An objectively justified reason exists in particular in the case of

- technical developments or improvements to the services offered,
- adjustments to changed market or competitive conditions,
- changes to legal or regulatory requirements,
- further developments or changes to third-party technologies or platforms on which the Provider is dependent for the provision of services.

The Provider will inform the Customer in good time in text form about significant changes to the scope of services. If a change is not only insignificantly disadvantageous for the Customer, the Customer is entitled to terminate the contract within four weeks after receipt of the change notice with effect from the time the change takes effect.

3. Conclusion of the Contract

- 3.1. A contract for the use of the "AI Suite" can be concluded in the following ways:
 - Via the online portal: By submitting the corresponding online order form or bindingly booking the service in the customer area of the portal, the Customer makes a binding offer. In this case, the contract is concluded with the provision of the digital questionnaire or an express confirmation via email by the Provider.
 - Via an external Marketer: If the service is booked as part of a media order or advertising package via an authorized Marketer, the contract is concluded with the



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legally binding signature of the media order by the Customer or with the written order confirmation by the Marketer.

- 3.2. The activation and technical provision of the questionnaire for data collection takes place after the contract has been concluded.

4. Responsibility for Inputs and Questionnaire Data

- 4.1. The Customer bears sole, unrestricted responsibility for the accuracy, completeness, timeliness, and legal admissibility of all inputs made, texts provided, image data, or other information (hereinafter "**Customer Content**") by him within the framework of the digital questionnaire.
- 4.2. The Customer is obliged to fill out the interview questionnaire transmitted to him after the conclusion of the contract completely, truthfully and, where necessary, updated and to send it within a reasonable period. This duty to cooperate is an essential prerequisite for the proper provision of services by the Provider against the background of quality assurance.
- 4.3. The Customer expressly warrants that the Customer Content transmitted by him corresponds to the actual conditions of the campsite, does not violate any third-party rights (in particular copyright, trademark, competition or personal rights) and is free of anti-competitive or misleading information. The Provider does not carry out any legal or factual review of the Customer Content.
- 4.4. The Customer shall indemnify the Provider upon first request from all legitimate claims of third parties based on a culpable breach of the obligations assumed in this contract by the Customer. The indemnification also includes the necessary and reasonable costs of legal defense. The indemnification shall not apply if the Provider has co-caused or is co-responsible for the legal infringement.

5. Granting of Usage Rights

- 5.1. The Customer grants the Provider a simple, non-exclusive right, limited to the duration of the contractual relationship, to use the Customer Content for the purpose of executing this contract. This includes, in particular, the use of the Customer Content to the extent necessary for the provision and optimization of the service.
- 5.2. This right includes, in particular, the power to reproduce, edit, prepare, translate, structure in terms of data technology, combine with existing data sets (e.g., of the Provider) and feed the Customer Content into AI models and algorithms for the purpose



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of service provision, to use it for training purposes for automated translation processes and text generation, and to play it out on the Provider's platforms or connected partner channels. Use for purposes beyond this, in particular for training general AI models outside of the specific provision of services, only takes place if the Customer has expressly agreed to this.

6. General Liability

- 6.1. The Provider is liable without limitation for damages resulting from injury to life, body or health based on a willful or negligent breach of duty by the Provider, its legal representatives or vicarious agents, as well as for other damages based on intent or gross negligence or malice. Liability under the Product Liability Act remains unaffected.
- 6.2. For slight negligence, the Provider is only liable – except in the cases of paragraph 1 – in the event of a breach of an essential contractual obligation (so-called cardinal obligation). A cardinal obligation is an obligation whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner may regularly rely.
- 6.3. In the event of a slightly negligent breach of a cardinal obligation pursuant to paragraph 2, the Provider's liability is limited to the typical, foreseeable damage under the contract. To the extent permitted by law, liability for all claims for damages arising out of or in connection with this agreement is limited in amount to the height of the net remuneration actually owed or paid by the Customer for the "AI Suite" service in the respective contract year. This limitation applies to all cases of damage in total that occur within a contract year.
- 6.4. The above liability limitations also apply to the same extent in favor of the employees, representatives, organs and vicarious agents of the Provider and correspondingly for the participating external Marketers in the commercial processing process.

7. Warranty and Disclaimer

- 7.1. The Provider provides the services of the "AI Suite" as a pure service. A specific economic or technical success, a specific result or a specific effect of the service are expressly not owed.
- 7.2. In particular, the Provider assumes no warranty, guarantee or liability for:
 - a specific increase in turnover, booking numbers, occupancy or click-through rates of the campsite;



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- achieving or maintaining specific placements (rankings) in search engines, AI systems or within the booking portal;
- the permanent or unchanged representation and play-out of the optimized content through algorithms of third-party platforms over whose functionality the Provider has no influence.

8. Remuneration, Invoicing and Involvement of External Marketers

- 8.1. The remuneration for the use of the "AI Suite" is based on the Provider's current offer or the contractually agreed fee structure. All prices are net prices and are subject to the statutory value added tax.
- 8.2. If the "AI Suite" is distributed as part of combined media services or exclusive sales agreements by a sales agency authorized by the Provider or an external Marketer, this Marketer is entitled to issue invoices for the service directly in its own name or in the name of the Provider to the Customer.
- 8.3. If billing is carried out by an authorized Marketer, the Customer must pay directly to the Marketer shown on the invoice. Payments to this Marketer have a debt-discharging effect in relation to the Provider. Objections to billing can be asserted both against the billing Marketer and against the Provider.

9. Contract Term and Termination

- 9.1. The term of the contract for the use of the "AI Suite" depends on the subscription model chosen by the Customer.

a) Annual subscription

In the case of an annual subscription, the initial contract term is one (1) year. The contract is automatically extended by a further year in each case, unless it is terminated by a party with a notice period of three (3) months to the end of the respective contract term.

b) Monthly subscription

In the case of a monthly subscription, the initial contract term is one (1) month. The contract is automatically extended by a further month in each case, unless it is terminated by a party with a notice period of thirty (30) days to the end of the respective contract term.



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- 9.2. The right of the parties to terminate for good cause remains unaffected. A good cause exists in particular if
- a party culpably violates essential contractual obligations and does not remedy the breach of duty within a reasonable period despite a warning,
 - it cannot be reasonably expected of the terminating party to continue the contractual relationship until the regular end of the contract, taking into account all the circumstances of the individual case and weighing the interests of both sides,
 - the Customer defaults on due payments by more than an insignificant amount,
 - the Provider is prevented from further provision of services for legal or regulatory reasons.
- 9.3. If the good cause consists in the breach of a contractual obligation, termination is generally only permissible after an unsuccessful warning, unless a warning is unnecessary.
- 9.4. Terminations must at least be in text form. The Customer can terminate the contract for the "AI Suite" by email to: partner@pincamp.com
- 9.5. The right to statutory extraordinary termination remains unaffected in all other respects.

10. Final Provisions

- 10.1. Changes or additions to this contract must, unless otherwise agreed, be in text form (e.g., email). This also applies to the waiver of this form requirement. In the event of any conflict with the General Terms of Use B2B PiNCAMP Online Booking, this agreement shall prevail.
- 10.2. The law of the Federal Republic of Germany applies. Insofar as the campsite operator is a merchant, Munich is the exclusive place of jurisdiction for all disputes arising out of or in connection with this contract.
- 10.3. Should individual provisions of this contract be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a provision that comes closest to the economic purpose of the original provision.



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Status: June 2026