

1. SERVICES PROVIDED BY OUTDOORHQ HOLDINGS LTD

- 1.1 The Website provides an online platform to allow OUTDOORHQ HOLDINGS LTD Members and Hosts to connect through the website and set up bookings for Properties, Activities and Additional Items.
- 1.2 The Website displays information about Properties and other places or facilities and enables enquires to be made about any Property or Properties and other places or facilities displayed on the Website and to request a booking.
- 1.3 OUTDOORHQ HOLDINGS LTD accepts no responsibility for the actions of Hosts or OUTDOORHQ HOLDINGS LTD Members or for any other user of the Website.
- 1.4 OUTDOORHQ HOLDINGS LTD is not an owner or operator or provider of any Property, Activities and Additional Items and does not rent, manage, or control any of these. The responsibilities of are limited to operating the Website in accordance with these Terms and Conditions.
- 1.5 OUTDOORHQ HOLDING LTD requires Hosts to provide correct information about Properties. However, expressly disclaims any liability for any information about any Property or any other part of the Website not being correct. gives no warranty that such information is accurate, and it is the Members responsibility to verify information regarding a Property with Hosts directly

2. CONDITIONS OF USE

- 2.1 You are not permitted to use the Website unless you are 18 years of age or older. By accessing or using the Website and agreeing to these Terms and Conditions, you are representing and warranting to that you are at least 18 years of age.
- 2.2 OUTDOORHQ HOLDINGS LTD grants you, in accordance with these Terms and Conditions, a limited, non-exclusive, non-transferrable licence to access the Website and view content on the Website which you are permitted to view but solely for your personal and non-commercial purposes.
- 2.3 OUTDOORHQ HOLDINGS LTD grants you use of and access to the Website on the condition that you accept all of these Terms and Conditions. By accessing or using the Website you indicate your agreement to these Terms and Conditions. If you agree to these Terms and Conditions on behalf of any other person, you represent and warrant to OUTDOORHQ HOLDINGS LTD that you have the necessary authority to bind that person. If you do not agree to these Terms and Conditions, you are not permitted to use the Website. Additionally, certain areas of the Website may have different terms and conditions, requirements or policies detailed in them or may require you to agree and accept additional terms and conditions.

2.4 You acknowledge and agree that is not a party to any agreements entered into between Hosts and OUTDOORHQ HOLDINGS LTD Members. Except as provided for in clause 6 OUTDOORHQ HOLDINGS LTD is not the representative or the agent of any User and nothing in these Terms and Conditions shall create a relationship of an employee, partner, agent, representative, trustee or joint venturer of OUTDOORHQ HOLDINGS LTD for any reason.

2.5 OUTDOORHQ HOLDINGS LTD may vary these Terms and Conditions and the Website from time to time in its sole discretion and in doing so may require you to accept the revised Terms and Conditions before allowing you further use of the Website. By continuing to use the Website, after any such change, you agree to accept any change and to be bound. If you do not accept any such change, you are not permitted to use the Website.

2.6 To the maximum extent permitted by law, you indemnify OUTDOORHQ HOLDINGS LTD, our Directors, Shareholders and agents and hold us harmless, against any Liability suffered by us arising from or in connection with your use of our Platform or any breach of these Terms and Conditions or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms and Conditions and continues after these Terms and Conditions end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms and Conditions

3. USER REGISTRATION

3.1 The Website can be used to list and book Properties. You may view Property Listings as an unregistered User of the Website, however, to book a property or to create a Property Listing, you must register. You may register for an Account on using the Website or by other means which OUTDOORHQ HOLDINGS LTD may make available from time to time for such purpose.

3.2 OUTDOORHQ HOLDINGS LTD may require forms of identification from you, evidence of your date of birth and any other information which OUTDOORHQ HOLDINGS LTD may request. OUTDOORHQ HOLDINGS LTD may undertake identity checks, background checks and other similar checks on Account Holders.

3.3 The personal information that you provide to OUTDOORHQ HOLDINGS LTD (or which OUTDOORHQ HOLDINGS LTD otherwise obtains) during the registration process shall be used to create your Account. You must give us current, accurate, and complete information about yourself during the registration process and you must ensure that any such information is always kept up to date. If any such personal information provided by you during the registration process or after the registration process is not accurate, current, complete or if it is fraudulent or otherwise in breach of these Terms and Conditions, OUTDOORHQ HOLDINGS LTD may suspend or terminate your Account and your use and/or access to the Website.

3.4 You may only have one (1) Account and you may only register an Account for yourself. If your access to the Website has been limited or your Account has been suspended or terminated, then you must not register or attempt to register a new Account and you must not otherwise access or attempt to access the Website. You are not entitled to any restoration of your Account if this Agreement is terminated.

3.5 You may be provided a password for your Account. You are responsible to and must take all necessary steps to always keep any password safe and secure and you must not divulge the password to anyone. You are solely responsible for any actions or activities that are undertaken using your Account regardless of whether you have authorised those actions or activities. If you become aware of any unauthorised use of your Account, you must immediately notify OUTDOORHQ HOLDINGS LTD.

3.6 OUTDOORHQ HOLDINGS LTD reserves the right, at its sole discretion and for any reason, to suspend or terminate your Account/s and your use and/or access to the Website at any time.

4. USER BEHAVIOUR

4.1 In using the Website, you agree that you must not:

- (a) modify, adapt, translate, or reverse engineer any portion of the Website or copy, store, access or use any information on the Website except as expressly allowed under these Terms and Conditions.
- (b) remove any copyright, trademark or other proprietary rights notices contained in or on the Website.
- (c) interfere with the operation of the Website or damage the Website, including but not limited to transmitting any disabling or damaging code to the Website.
- (d) use any mechanism to retrieve or index any portion of the Website or breach any authentication or security measures of the Website.
- (e) scam or test (or attempt to scam or test) the Website.
- (f) avoid any security or technological system in place in respect of the Website.
- (g) create Accounts by automated, not personal, or by illegitimate means.
- (h) use the Website to violate the security of any computer or other network or engage in illegal conduct.
- (i) create a Property Listing as a Host for property that you do not own, control, or have authority to create a Property Listing for. By creating a Property Listing, you

warrant to OUTDOORHQ HOLDINGS LTD that you own, control, or have authority to otherwise create a Property Listing.

(j) create a Property Listing as a Host where you are acting in the capacity as a rental or listing agent for a third party or make a booking request for a Property Listing for or on behalf of any third party.

(k) contact another User for a purpose other than asking a genuine question in relation to a Property Listing.

(l) use a false e-mail address, impersonate another person or entity, or otherwise mislead anyone.

(m) use the Website to display any OUTDOORHQ HOLDINGS LTD content that is not otherwise publicly displayed.

(n) take any action that imposes or that could, in OUTDOORHQ HOLDINGS LTD's opinion, result in an unreasonable or disproportionately large load on OUTDOORHQ HOLDINGS LTD's infrastructure.

(o) post or upload any content containing advertising, spam or other content that is not intended by OUTDOORHQ HOLDINGS LTD to be provided on a business-as-usual basis.

(p) use the Website for any commercial or other purposes which are not expressly permitted under these Terms and Conditions.

(q) infringe upon OUTDOORHQ HOLDINGS LTD's rights or the rights of any third party or breach any law or court order, in any Derestriction, within any territory that OUTDOORHQ HOLDINGS LTD operates in or interantionally in any territory that can access the OUTDOORHQ website or aligned and or owned domain names

(r) create a Property Listing which contains any information that is false or misleading or which you do not intend to honour.

(s) post, upload, publish, submit or transmit any content that is illegal (or promotes illegal activity), fraudulent, obscene, pornographic, offensive, threatening, defamatory, invasive of privacy, infringes intellectual property rights (including but not limited to third party copyright) or is otherwise injurious to third parties.

(t) breach any other policies of OUTDOORHQ HOLDINGS LTD; or

(u) imply to others any endorsement by OUTDOORHQ HOLDINGS LTD or other relationship with OUTDOORHQ HOLDINGS LTD or which misleads others as to your affiliation with OUTDOORHQ HOLDINGS LTD.

(v) criticize, damage, or otherwise cause harm to the OUTDOORHQ HOLDINGS LTD brand in any way.

(w) release any person's personal information without the express permission of OUTDOORHQ HOLDINGS LTD.

(x) act in a manner which is harassing, abusive, or threatening.

(y) use the Website to find a member or a Host but then act in any way which circumvents the Website (for example, making a booking outside the operation of the Website) and the obligation to pay either the Visitor Fees or the Host Fees or for any other reason.

(z) make or accept any payment for a Property Listing outside of the Website. If you do you, then you acknowledge that it is in breach of these Terms and Conditions and that you accept all risk and responsibilities for any such payment. You indemnify and hold harmless OUTDOORHQ HOLDINGS LTD from any liability for payment made or received outside of the Website and agree to pay OUTDOORHQ HOLDINGS LTD the amount that it would otherwise have received had the Website been used for the transaction.

4.2 OUTDOORHQ HOLDINGS LTD has no obligation to review or monitor the Website, any content on the Website or your use of it. Notwithstanding that, OUTDOORHQ HOLDINGS LTD may from time to time do so, at its sole discretion, including but not limited to for monitoring compliance with these Terms and Conditions or to comply with law. OUTDOORHQ HOLDINGS LTD may also, at its sole discretion, remove or disable access to any content on the Website that it believes is in breach of these Terms and Conditions or which is otherwise objectionable or harmful.

4.3 If you are an OUTDOORHQ HOLDINGS LTD Member or Host and you believe that someone has acted inappropriately (for example, offensive, violent or other inappropriate behaviour or theft), or in respect of a Property Listing, the actions should be immediately reported to the police and / or other relevant authorities and then to OUTDOORHQ HOLDINGS LTD. OUTDOORHQ HOLDINGS LTD shall not be liable to you in respect of any such inappropriate actions and OUTDOORHQ HOLDINGS LTD shall not be liable to take any action except as may be required by law.

4.4 Without limiting any action which OUTDOORHQ HOLDINGS LTD may take we may suspend, cancel, deactivate or terminate your Account or Property Listing, or pending or accepted bookings or limit your access to the Website if you have breached these Terms and Conditions and/or you receive poor ratings from OUTDOORHQ HOLDINGS LTD Members or Hosts, you provide inaccurate, misleading, fraudulent or incomplete details during the registration of your Account, as a Host, you provide inaccurate, misleading, fraudulent or incomplete details in any Property Listing, you breach any law or rights of third parties, or OUTDOORHQ HOLDINGS LTD believes that it is reasonably necessary to ensure the safety of any person or property, to prevent a breach of law, or for security or investigation purposes.

4.5 You acknowledge and agree that it is your sole responsibility to ensure that you comply with any laws that may be applicable to your use of the Website.

LISTINGS

5.1 You may use your Account to create Property Listings on the Website. To complete the listing of your property, you will be required to provide various details regarding the Property. These may include (but not be limited to) location, hazards permissible uses, size, capacity, features, availability, price, and any other details OUTDOORHQ HOLDINGS LTD may request. You must provide all details which OUTDOORHQ HOLDINGS LTD advises are mandatory to complete the Property Listing.

5.2 Host's are expected to keep up to date their calendar, hazard zones, and no shooting zones across all approved listings.

5.3 Subject to these Terms and Conditions, your Property Listing shall be displayed on the Website. You acknowledge and agree that the display of the Property Listing is publicly available and may be viewed by any user of the Website. You further acknowledge and agree that the way the Property Listing is displayed and its ranking or appearance in any search results of Property Listings is at the discretion of OUTDOORHQ HOLDINGS LTD and without limitation to that, may vary depending on user ratings, preferences or searching criteria.

5.4 Account Holders may book your Property Listing using the Website, based on the details contained in your Property Listing and any requirements or restrictions which you have applied to your Property Listing. You acknowledge and agree that once an OUTDOORHQ HOLDINGS LTD Member requests to book your Property Listing via the Website, you must not require the Member to pay a higher amount than the booking request they have made.

5.5 You are solely responsible for all content which you post on the Website, including any contained in a Property Listing. You warrant to OUTDOORHQ HOLDINGS LTD that any such content that you post shall not breach any agreements that you have entered into with any third parties, shall comply with all applicable laws, rules and regulations and that you have all permits, approvals, registrations and licences required in connection with the content you post and fulfilling any Property Listing, is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing intellectual property rights or otherwise injurious to third parties, does not conflict with the rights of any third parties and that OUTDOORHQ HOLDINGS LTD shall have no responsibility for an Account Holder's compliance with the warranties provided in this clause.

5.6 A Property Listing may contain requirements to be met by any prospective OUTDOORHQ HOLDINGS LTD Member to apply for a booking. Any prospective OUTDOORHQ HOLDINGS LTD Member of a Property Listing must meet any such requirements.

5.6.1 As a Host, you are responsible for your own actions and omissions and the content of any Property Listing you make, including how you use or do not use any tools made available to you as part of the Website. You are also responsible for the acts and omissions of any people who you allow to reside or who you allow to be present on or near the Property location.

5.7 OUTDOORHQ HOLDINGS LTD recommends that as a Host, you obtain appropriate insurance for any Properties you list and that you are fully aware and understand your insurance policy, its coverage and any restrictions or limitations which may apply. You should seek independent professional advice in relation to insurance and we recommend you provide full disclosure to your insurance company that you will be hosting paying guests on your property.

5.8 We have obtained insurance cover for OUTDOORHQ HOLDINGS LTD Members which may be of benefit to Hosts. A copy of that policy and its schedule can be found at https://OUTDOORHQ_HOLDINGS_LTD.com/insurance-policy/. We make no representation in respect of this insurance, its effectiveness or any related matter. Insurance remains at the sole risk of the Host. The Host should take their own independent advice and/or consult with their own insurer.

5.9 As a Host, you acknowledge and agree that various laws may apply and that this may affect, restrict, or prohibit your ability to create a Property Listing, for OUTDOORHQ HOLDINGS LTD Members at your property, or to offer Activities and Additional Items. You must familiarise yourself with the laws applicable to you and ensure that you comply with them. You acknowledge that there may be fines, penalties, and other ramifications if you fail to comply with applicable laws.

OUTDOORHQ HOLDINGS LTD shall in no way be responsible for these. Before you create a Property Listing, you must ensure that either:

- (a) you are permitted by law to allow OUTDOORHQ HOLDINGS LTD Members at your Property and to provide any Activities and Additional Items which you offer.
- (b) you are approved by law to host OUTDOORHQ HOLDINGS LTD Members at your Property and to provide any Activities and Additional Items which you offer.

5.10 As a Host you are solely responsible for ensuring that you comply with all applicable laws, rules and regulations (including but not limited to laws regarding health and safety, accommodation rentals or use or zoning laws) and that you have all permits, approvals, registrations and licences required in connection with the content of your Property Listing, the hosting of OUTDOORHQ HOLDINGS LTD Members at your Property and any Activities and Additional Items that you offer Members.

6. LIMITED PAYMENT COLLECTION AGENT

6.1 The Host appoints OUTDOORHQ HOLDINGS LTD as the Host's limited payment collection agent solely for the purpose of accepting payments from an OUTDOORHQ HOLDINGS LTD Member

6.2 Hosts agree that payment of fees by a OUTDOORHQ HOLDINGS LTD Member to OUTDOORHQ HOLDINGS LTD (as the Host's limited payment collection agent) is to be considered the same as payment made directly by the OUTDOORHQ HOLDINGS LTD Member to the Host.

6.3 As the limited payment collection agent for the Host, OUTDOORHQ HOLDINGS LTD agrees to facilitate the payment of OUTDOORHQ HOLDINGS LTD Member fees. In the event that we do not remit OUTDOORHQ HOLDINGS LTD Member fees in terms of our agreement Hosts will only have recourse against us.

7. OTHER ACCOUNT HOLDERS AND THIRD PARTIES

7.1 OUTDOORHQ HOLDINGS LTD does not approve or endorse any Property Listing, Property, or any Account Holder, even where the Website may suggest otherwise.

7.2 You agree that if you experience any loss or damage arising from any acts or omissions of other Users or any third parties, that your liability or remedy will be limited to a claim against the relevant User or third parties and not against OUTDOORHQ HOLDINGS LTD. You agree not to bring a claim or seek to place liability on OUTDOORHQ HOLDINGS LTD for any acts or omissions of any Account Holders or third parties. For the avoidance of doubt, this clause shall not apply to a claim by a Host in relation to payments received by OUTDOORHQ HOLDINGS LTD from an OUTDOORHQ HOLDINGS LTD Member on behalf of the Host.

8. BOOKINGS AND FEES

8.1 All amounts payable (including but not limited to Host Fees, Visitor Fees and Property Fees) by any party under these Terms and Conditions shall be in New Zealand dollars.

9. HOST TERMS AND CONDITIONS

9.1 If a booking request is made for your Property Listing on the Website, as a Host you may either accept or decline the booking within the Confirmation Period. If you do not do this within the Confirmation Period, then the booking request will lapse and OUTDOORHQ HOLDINGS LTD shall refund any amounts it has collected for the requested booking from the OUTDOORHQ HOLDINGS LTD Member.

9.2 When a booking request is made for your Property Listing on the Website, OUTDOORHQ HOLDINGS LTD will provide you with the following details of the OUTDOORHQ HOLDINGS LTD Member, the name of the Member, details of the Account profile of the of the Member and a link to that profile and any other details which OUTDOORHQ HOLDINGS LTD decide to provide you and which the Member has agreed may be provided.

9.3 OUTDOORHQ HOLDINGS LTD will collect the Combined Fees from the OUTDOORHQ HOLDINGS LTD Member prior to the Host accepting the booking request. OUTDOORHQ HOLDINGS LTD shall remit the Property Fees (less the Host Fees, Taxes and other applicable fees) to the Host prior to the OUTDOORHQ HOLDINGS LTD Member's scheduled check-in time. Provided however that the Host acknowledges that any such remittance is subject to any refund (in full or in part) that may be due to an OUTDOORHQ HOLDINGS LTD Member either pursuant to a cancellation policy applying to a Property Listing allowing an OUTDOORHQ HOLDINGS LTD Member to cancel a booking or as a result of any other refund right of a OUTDOORHQ HOLDINGS LTD Member under these Terms and Conditions.

9.4 Hosts, not OUTDOORHQ HOLDINGS LTD are solely responsible for honouring any confirmed bookings and making available any Properties booked through the Website.

10. OUTDOORHQ HOLDINGS LTD MEMBER TERMS AND CONDITIONS

10.1 The Website will advise the OUTDOORHQ HOLDINGS LTD Member of the Combined Fees payable before the OUTDOORHQ HOLDINGS LTD Member completes a booking request. Once your booking request is received, OUTDOORHQ HOLDINGS LTD may undertake a pre-authorisation of your selected payment method. If a Host does not confirm the OUTDOORHQ HOLDINGS LTD Member's booking request, OUTDOORHQ HOLDINGS LTD will not charge any monies.

10.2 An OUTDOORHQ HOLDINGS LTD Member agrees to pay the Combined Fees for any booking request made in connection with the OUTDOORHQ HOLDINGS LTD Member's Account. OUTDOORHQ HOLDINGS LTD will collect the Combined Fees pursuant to these Terms and Conditions.

10.3 OUTDOORHQ HOLDINGS LTD will contact the OUTDOORHQ HOLDINGS LTD Member and provide a summary of the booking after the booking transaction is complete.

10.4 You acknowledge and agree that the Host is solely responsible for meeting any accepted bookings and providing the booked Property to the OUTDOORHQ HOLDINGS LTD Member. OUTDOORHQ HOLDINGS LTD is not in any way responsible for this. The booking of a property and provision of a booked Property to the OUTDOORHQ HOLDINGS LTD Member by the Host is a transaction between the OUTDOORHQ HOLDINGS LTD Member and the Host only. The OUTDOORHQ HOLDINGS LTD Member and the Host enter into an agreement for the provision of the Property and the OUTDOORHQ HOLDINGS LTD Member must agree to accept the Term and Conditions and restrictions applicable to the Property which may be determined by the Host. OUTDOORHQ HOLDINGS LTD is not a party to the agreement between the OUTDOORHQ HOLDINGS LTD Member and Host and is not in any way responsible for performing the obligations of either party under any such agreement. OUTDOORHQ HOLDINGS LTD is not responsible for any liability which may arise

or is otherwise related to such agreements except to the extent that OUTDOORHQ HOLDINGS LTD collects and remits payment of the Property Fees (pursuant to these Terms).

10.5 The OUTDOORHQ HOLDINGS LTD Member agrees that its use of the OUTDOORHQ HOLDINGS LTD website and the Hosts Property (including companions), and its safety and well-being, is at its sole risk to the maximum extent allowable at law (acknowledging that some Health and Safety and some other obligations cannot be negated). The liability of the Host to the OUTDOORHQ HOLDINGS LTD Member (and its companions) is limited to the value of the fee paid, with indirect and consequential liability of the Host to the OUTDOORHQ HOLDINGS LTD Member (and its companions) expressly excluded. The OUTDOORHQ HOLDINGS LTD Member will comply with all rules, regulations, laws, bylaws, and directions/requirements of the Host for every booking.

10.6 The OUTDOORHQ HOLDINGS LTD Member is responsible to the Host and to OUTDOORHQ HOLDINGS LTD for the acts and omissions of any companion(s) who are at the Property or undertaking the Activities and Additional Items with the OUTDOORHQ HOLDINGS LTD Member. The OUTDOORHQ HOLDINGS LTD Member indemnifies both the Host and OUTDOORHQ HOLDINGS LTD for the acts or omissions of those companion(s).

11. OUTDOORHQ HOLDINGS LTD MEMBER FEES AND HOST FEES

11.1 In consideration of the use of the Website by OUTDOORHQ HOLDINGS LTD Members and Hosts, OUTDOORHQ HOLDINGS LTD charges the OUTDOORHQ HOLDINGS LTD Member Fees and the Host Fees. The OUTDOORHQ HOLDINGS LTD Member Fees and the Host Fees are collected by OUTDOORHQ HOLDINGS LTD in accordance with these Terms and Conditions and OUTDOORHQ HOLDINGS LTD may also collect GST, Transaction fees, bank fees, and other Taxes in accordance with these Terms and Conditions.

11.2 Host Fees and OUTDOORHQ HOLDINGS LTD Member Fees are only refundable to the extent expressly stated in these Terms and Conditions or to the extent required by law.

11.3 Your subscription automatically renew and you will be automatically billed until we receive notification that you want to cancel the subscription, which must be at least 5 working days prior to the subscription expiry date

12. REFUNDS AND CANCELLATIONS

12.1 If a Host cancels an accepted booking, OUTDOORHQ HOLDINGS LTD, will notify the OUTDOORHQ HOLDINGS LTD Member of the cancellation, will refund the Combined Fees for that cancelled booking to the OUTDOORHQ HOLDINGS LTD Member within a reasonable time. OUTDOORHQ HOLDINGS LTD may post a notice or review on the Host's Property Listing to indicate that a booking was cancelled by the Host, and may charge the Host a cancellation fee, OUTDOORHQ HOLDINGS LTD will notify the Host of the cancellation fee before the Host cancels the confirmed booking.

12.2 If a OUTDOORHQ HOLDINGS LTD Member wishes to cancel an accepted booking, the cancellation is governed by the OUTDOORHQ HOLDINGS LTD cancellation policy contained in the relevant Property Listing. The ability of OUTDOORHQ HOLDINGS LTD to refund part or all of the Property Fees or any other amounts charged to the OUTDOORHQ HOLDINGS LTD Member shall be determined by OUTDOORHQ HOLDINGS LTD's cancellation policy. The details of cancellation policies and refunds are provided on the Website.

12.3 OUTDOORHQ HOLDINGS LTD may, in its sole discretion, cancel an accepted booking for any reason. Without limitation to the foregoing, OUTDOORHQ HOLDINGS LTD may cancel a confirmed booking for extenuating circumstances upon request by either the OUTDOORHQ HOLDINGS LTD Member or the Host and, in the case of the OUTDOORHQ HOLDINGS LTD Member, the Host's cancellation policy shall not apply and OUTDOORHQ HOLDINGS LTD may provide a refund of the Combined Fees either in whole or in part, and in the case of the Host, the cancellation fee otherwise payable by the Host may be reduced or waived. OUTDOORHQ HOLDINGS LTD shall determine (at its sole discretion) what constitutes extenuating circumstances.

12.4 To secure any booking we require a OUTDOORHQ HOLDINGS LTD Member to pay in advance, payment is taken at the time of booking request. Booking payments must be 'cleared funds' before a booking can be confirmed. Booking payments are only refundable under the conditions set out here within:

- (a) Extenuating circumstances at our sole discretion (clause 12.3)
- (b) The OUTDOORHQ HOLDINGS LTD Member will receive a full refund if
 - (i) The booking request is declined
 - (ii) The Farmer/Host cancels the booking at any time
 - (iii) The OUTDOORHQ HOLDINGS LTD Member cancels the booking two or more weeks prior to the check-in date
- (c) The OUTDOORHQ HOLDINGS LTD Member will receive a 50% refund if they cancel the booking within 1-2 weeks of the check-in date (the Farmer will retain 50% of the booking fee minus the service fee)
- (d) The OUTDOORHQ HOLDINGS LTD Member will not receive a refund if they cancel the booking within 1-week of the check-in date (the Farmer/Host will retain the full booking fee minus the service fee)

OUTDOORHQ HOLDINGS LTD reserves the right to subtract from any refund the service fee that has been charged.

Payments must be made through our website third party. Any charges raised against us by our banks for handling dishonoured cheques, bank transfers or any other payments, must be reimbursed by the lead guest within seven (7) days of any request to do so.

13. EXTENDED STAY

13.1 The OUTDOORHQ HOLDINGS LTD Member and the Host acknowledge and agree that the accepted booking represents a licence granted by the Host to the OUTDOORHQ HOLDINGS LTD Member for the OUTDOORHQ HOLDINGS LTD Member to access and use the Property Listing for the agreed duration of the accepted booking only and in accordance with the terms and conditions agreed between the OUTDOORHQ HOLDINGS LTD Member and the Host. The OUTDOORHQ HOLDINGS LTD Member must leave the Property by the checkout time specified in the Property Listing, or such other time which may be mutually agreed.

13.2 The OUTDOORHQ HOLDINGS LTD Member is not entitled to remain on the Property past the checkout time without the consent of the Host and the Host shall be entitled to require the OUTDOORHQ HOLDINGS LTD Member to leave the Property at the checkout time.

14. CHANGING A BOOKING

14.1 You are responsible for any changes to a booking that you, as a OUTDOORHQ HOLDINGS LTD Member or a Host, request OUTDOORHQ HOLDINGS LTD to make. You must pay any additional fees which result from a change to a booking.

15. PROPERTY DAMAGE OR DISPUTES

15.1 A OUTDOORHQ HOLDINGS LTD Member must leave the Property in the same condition as when they arrived at the Property and they are responsible for any damage caused to the Property, including any damage done by animals allowed on the Property. A OUTDOORHQ HOLDINGS LTD Member shall be liable to the Host for any such damage and must pay to the Host the cost of remedying (including costs of repair or replacement) such damage upon request by the Host.

15.2 We encourage Hosts and OUTDOORHQ HOLDINGS LTD Member to attempt to resolve any disputes arising from the use of the Property, Activities and Additional Items or otherwise arising from the use of our website, or in connection with, these Terms and Conditions (Dispute) between themselves directly. We recommend the following:

(a) The party claiming there is a Dispute give written notice to the other party setting out the details of the Dispute and proposing a resolution.

(b) Within 14 days after receiving the notice, the parties meet at least once to attempt to resolve the Dispute or agree on the method of resolving the Dispute by other means, in

good faith. All aspects of every such conference, except the fact of the occurrence of the conference, be privileged.

(c) If the parties do not resolve the Dispute or agree on an alternate method to resolve the Dispute, the Dispute may be referred by either party (by notice in writing to the other party) to legal process.

15.3 You agree that in the event of a Dispute that you will not join OUTDOORHQ HOLDINGS LTD as a party to the Dispute or join (or attempt to join) us as a party to any legal process arising from a Dispute. You agree that if in breach this provision we are involved (in any manner) in the Dispute that you indemnify us against the consequences arising directly or indirectly out of that Dispute. For the sake of clarity, this indemnity extends to all costs (on a solicitor/client basis) and disbursements that might be incurred by us.

16. GST

16.1 All fees and charges are exclusive of GST.

17. PRIVACY AND SPAM OBLIGATIONS

17.1 OUTDOORHQ HOLDINGS LTD collect personal information about the User when the User registers on the Website.

17.2 You agree that your use of the Website is subject to the Privacy Act 1993 and you agree not to breach any requirement of this Act or any other legislation or laws applicable to your collection, use and disclosure of personal information. You acknowledge that you are responsible for ensuring that you do not use the Website to collect, use or disclose any personal or sensitive information regarding any Account User other than in accordance with the Privacy Act and any other legislation or laws applicable to your collection, use and disclosure of personal information.

17.3 OUTDOORHQ HOLDINGS LTD may deal with your personal information as required by law. OUTDOORHQ HOLDINGS LTD may also deal with your personal information as follows:

- (a) respond to any claim made against OUTDOORHQ HOLDINGS LTD;
- (b) enforce or administer any agreement which OUTDOORHQ HOLDINGS LTD may have with you;
- (c) to prevent fraud, assess risks, conduct investigations or to improve the Website;
- (d) to protect the rights, property, and safety of yourself, OUTDOORHQ HOLDINGS LTD and the public; provided that any such dealing does not breach any applicable laws.

18. CONTENT AND FEEDBACK

18.1 There may be instances in which OUTDOORHQ HOLDINGS LTD (in its sole discretion) permits you to post or upload content to the Website. If you do post or upload any such content, then you grant an irrevocable, worldwide, non-exclusive, sublicensable, royalty-free, perpetual licence to OUTDOORHQ HOLDINGS LTD to use, modify, prepare works based on, distribute, transfer, sell, licence, display, or otherwise exploit such content for any reason. However, and notwithstanding the foregoing, OUTDOORHQ HOLDINGS LTD does not own such content that you post or upload and does not restrict your right to use and exploit such content that you post or upload.

18.2 You acknowledge and agree that if you provide OUTDOORHQ HOLDINGS LTD with any suggestions, feedback, comments or ideas for the Website, that you irrevocably assign to OUTDOORHQ HOLDINGS LTD all right, title and interest in the foregoing including all intellectual property rights which you might otherwise have in same and you agree to waive any moral rights you may have. If OUTDOORHQ HOLDINGS LTD requests, you agree to sign such documents or do such acts as required in order to carry out and give effect to this clause.

18.3 You are solely responsible for any content that you post or upload to the Website or suggestions, feedback, comments or ideas you provide to OUTDOORHQ HOLDINGS LTD and you warrant and covenant to OUTDOORHQ HOLDINGS LTD that you are the sole and exclusive owner of any content that you post or upload to the Website or you otherwise have all necessary rights, licences, consents, releases or otherwise to grant to OUTDOORHQ HOLDINGS LTD those rights pursuant to clause 18.1 and clause 18.2 and the content you post, or upload shall permit OUTDOORHQ HOLDINGS LTD's use of it as contemplated by this clause 18.1 and clause 18.2, shall not breach any applicable law or infringe on the intellectual property rights or privacy of any third party.

18.4 If this Agreement is terminated, OUTDOORHQ HOLDINGS LTD is not required to delete, return, or restore to you any content that you post or upload to the Website.

19. INTELLECTUAL PROPERTY

19.1 All software used in conjunction with the Website is the exclusive property of OUTDOORHQ HOLDINGS LTD or its software providers and is protected by copyright laws. You agree that you will not copy, use, or alter any of this copyrighted material and will not do anything which may breach copyright of this material.

19.2 All trademarks, logos, business or trade names and any other proprietary designations of OUTDOORHQ HOLDINGS LTD used on or in connection with the Website are the exclusive property of OUTDOORHQ HOLDINGS LTD and may be registered trademarks of OUTDOORHQ HOLDINGS LTD. Any third-party trademarks, logos, business or trade names or other proprietary designations are used for reference purposes only and remain the property of their respective owners.

19.3 You must not copy, use, modify, prepare works based on, distribute, transfer, sell, licence, display, or otherwise exploit the Website, except as expressly permitted under these Terms and Conditions. OUTDOORHQ HOLDINGS LTD grants you no licence or right in respect of any intellectual property rights owned or licensed by OUTDOORHQ HOLDINGS LTD except to the extent expressly contained in these Terms and Conditions.

20. LINKS

20.1 The Website may contain or provide information posted on, contributed to, or advertised on the Website by third parties. OUTDOORHQ HOLDINGS LTD does not warrant the accuracy of any third-party information and does not endorse or recommend any products or services which may be posted, advertised, or referred to on the Website. The inclusion of such material is not an endorsement or recommendation by OUTDOORHQ HOLDINGS LTD. The Website may also contain links to other websites. In providing these links, OUTDOORHQ HOLDINGS LTD does not endorse any third-party websites or products and accepts no liability for any content on those websites or any loss or damage you may suffer by acquiring any goods or services from the suppliers of those websites.

20.2 You agree that you will use your own expertise and judgment when considering any such material and deciding to obtain third party goods or services and you acknowledge that OUTDOORHQ HOLDINGS LTD is not providing any advice or recommendation in respect of any products, services or other information.

20.3 The Website may utilise third party software or systems in its operation (for example, embedded Google Maps). Your use of any such third-party software or systems is subject to any terms and conditions of use specified by the relevant third-party provider.

21. TERMINATION

21.1 If you wish to terminate this Agreement, you may do so at any time by using the “Disable Account” function on the Website or by otherwise notifying us in writing. If you terminate pursuant to this clause, the following shall apply:

(a) if you are a Host, then any accepted bookings will be cancelled, and any applicable OUTDOORHQ HOLDINGS LTD Member shall receive a full refund of any Property Fees paid; and

(b) if you are a OUTDOORHQ HOLDINGS LTD Member, then any accepted bookings that you have made will be cancelled. Your entitlement to a refund for those bookings will be determined by the applicable OUTDOORHQ HOLDINGS LTD Member cancellation policy on the Host’s Property Listing.

(c) when cancelling an annual subscription, all future charges associated with future years of your subscription will be cancelled. You may notify us of your intent to cancel at any time; your cancellation will become effective at the end of your current annual billing period. You will not receive a refund, prorated or otherwise,

for the remainder of the annual term. However, your subscription access and/or delivery and accompanying subscriber benefits will continue for the remainder of the current annual billing period.

21.2 Without limitation to any other clause, OUTDOORHQ HOLDINGS LTD may terminate this Agreement at any time by giving notice to you by email to the email address which you have nominated. If this occurs OUTDOORHQ HOLDINGS LTD may, notify your OUTDOORHQ HOLDINGS LTD Members or Hosts of cancellation of a pending or accepted booking, refund OUTDOORHQ HOLDINGS LTD Members (in full or in part) for any accepted booking that is cancelled, regardless of any refund policy of the Host, assist OUTDOORHQ HOLDINGS LTD Members to find alternative Properties and no OUTDOORHQ HOLDINGS LTD Member or Host shall be entitled to compensation for the cancellation of any accepted bookings.

21.3 If this Agreement is terminated, then any provisions of these Terms and Conditions which should reasonably be expected to survive termination shall remain in effect.

22. LIABILITY

22.1 Legislation including the Consumer Guarantees Act 1993 (CGA) and Fair Trading Act 1986 (FTA), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to our provision of our services which cannot be excluded, restricted or modified (Statutory Rights). Nothing in these Terms and Conditions excludes your Statutory Rights. The services provided by a Host might also confer you certain Statutory Rights.

22.2 Subject to clause 22.1, all statutory and implied warranties on the part of OUTDOORHQ HOLDINGS LTD are excluded. The Website and all information, content, materials, products, and services included on or otherwise made available to you through the Website are provided on an "as is" basis. OUTDOORHQ HOLDINGS LTD makes no representations or warranties of any kind, express or implied, as to any Property or the operation of the Website or such information, content, materials, representations, claims, products or services nor does it warrant the suitability of the Website or any product or service for any particular purpose. You expressly agree that your use of the Website and any contract or agreement you have with other Users, is at your sole risk. OUTDOORHQ HOLDINGS LTD is not responsible for and disclaims all liability for any acts or omissions of Users or third parties.

22.3 OUTDOORHQ HOLDINGS LTD accepts liability for those guarantees and warranties which cannot be excluded by law. However, to extent permitted by law OUTDOORHQ HOLDINGS LTD's maximum aggregate liability to you (in contract, tort, statute or otherwise, including negligence) arising out of or in connection with the Website and all related matters that directly or indirectly flow from it shall not exceed

(a) if your claim relates to your interaction as a OUTDOORHQ HOLDINGS LTD Member then the amount you have paid or owe for bookings via the Website as

a OUTDOORHQ HOLDINGS LTD Member in the six (6) month period immediately prior to the matter giving rise to the liability;

(b) if your claim relates to your interaction as a Host then the amount that OUTDOORHQ HOLDINGS LTD has paid to you via the Website in the six (6) month period immediately prior to the matter giving rise to the liability; or

(c) if no such payments have been made in that six (6) month period referred to above, then the amount shall be \$100.00.

22.4 To the extent permitted by law, OUTDOORHQ HOLDINGS LTD will not be liable to you for indirect or consequential loss (including without limitation for loss of revenue, loss of profits, or any other commercial or economic loss of any kind) or loss or corruption of data, in contract, tort, under any statute or otherwise (including negligence) arising from or connected to this Agreement or the use or inability to use, the Website however caused, and regardless of the theory of liability (contract, tort or otherwise) even if OUTDOORHQ HOLDINGS LTD or its suppliers have been advised of the possibility of such damages.

22.5 OUTDOORHQ HOLDINGS LTD's liability to you for loss or damage of any kind arising out of this Agreement or in connection with the Website, is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether OUTDOORHQ HOLDINGS LTD's liability is in contract, tort (including negligence), under any statute or otherwise.

23. INDEMNITY

23.1 You agree to release, indemnify and hold OUTDOORHQ HOLDINGS LTD and its affiliates, and their officers, directors, employees and agents harmless from and against any claims, liabilities, damages, losses, and expenses, (including, without limitation, legal fees) arising out of or in connection with the Website and all related matters that directly or indirectly flow from it.

24. GENERAL

24.1 Any notices or other communications under these Terms and Conditions by OUTDOORHQ HOLDINGS LTD to you may be in writing and given by email (to the email address you have nominated) or by OUTDOORHQ HOLDINGS LTD providing notice on the Website.

24.2 These Terms and Conditions are binding on the parties and their respective successors and permitted assigns and shall be enforceable by and against the parties or those successors and assigns.

24.3 No variation, modification or waiver of any provision in these Terms and Conditions, nor consent to any departure by any party from any such provision, shall be of any effect unless it is in writing, signed by the parties or (in the case of a waiver) by the party giving it.

Any such variation, modification, waiver, or consent shall be effective only to the extent to or for which it may be made or given. This clause shall not limit the rights of OUTDOORHQ HOLDINGS LTD to vary its terms pursuant to clause 2.5.

24.4 Users shall do all things and sign all documents as may reasonably be required by OUTDOORHQ HOLDINGS LTD to carry out and give effect to the terms and intentions of these Terms and Conditions.

24.5 These Terms and Conditions constitute the entire agreement between the parties relating in any way to its subject matter except as supplemented by OUTDOORHQ HOLDINGS LTD's additional policies.

24.6 If a provision of these Terms and Conditions is held to be void, invalid, illegal or unenforceable, that provision must be modified as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to modify a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

24.7 These Terms and Conditions may be assigned by OUTDOORHQ HOLDINGS LTD without notice to you and you will continue to be bound in respect of any successor or permitted assign of OUTDOORHQ HOLDINGS LTD. You may not assign these Terms and Conditions without the express written consent of OUTDOORHQ HOLDINGS LTD.

24.8 These Terms and Conditions shall be governed by and construed in accordance with the laws of New Zealand. Any action, suit or proceeding relating in any way to these Terms and Conditions may only be instituted, heard, and determined in a court of competent jurisdiction in New Zealand.

25. DEFINITIONS

25.1 Definitions: In these Terms and Conditions unless the context indicates otherwise:

Activities and Additional Items means any activity or item offered by a Host to an OUTDOORHQ HOLDINGS LTD Member for purchase, licence, lease, use or otherwise. By way of example, Activities and Additional Items may include:

- (a) both guided and self-guided activities, such as hunting, hiking, horse riding, fishing, bicycling, motorcycling, four-wheel driving; and
- (b) sale of items such as food, drink, firewood, essential items, grocery supplies, outdoor and recreational equipment, and supplies.

Account means an OUTDOORHQ HOLDINGS LTD account, which may be applied for pursuant to the process contained in clause 3.

Account Holder means a User who has registered for an Account pursuant to the process contained in clause 3.

Agreement means the agreement between you and OUTDOORHQ HOLDINGS LTD in accordance with the Terms and Conditions.

Combined Fees means both the Property Fees and the OUTDOORHQ HOLDINGS LTD Member Fees, plus any Taxes.

Confirmation/acceptance Period means the period commencing when a booking request is made by an OUTDOORHQ HOLDINGS LTD Member, in which a Host may accept or decline the OUTDOORHQ HOLDINGS LTD Member's booking request. The Confirmation Period will be displayed on the Website, Property Listing or otherwise on the Website.

Consideration means any amount or consideration payable or to be provided pursuant to any provision of this Agreement (including but not limited to the Host Fees and the OUTDOORHQ HOLDINGS LTD Member Fees).

OUTDOORHQ HOLDINGS LTD Member means an Account Holder who requests to book a Property from a Host using the Website or an Account Holder who stays at a property (other than the Host of that Property).

OUTDOORHQ HOLDINGS LTD Member Fees means the fee OUTDOORHQ HOLDINGS LTD charges an OUTDOORHQ HOLDINGS LTD Member for using the Services. OUTDOORHQ HOLDINGS LTD will advise the OUTDOORHQ HOLDINGS LTD Member of the OUTDOORHQ HOLDINGS LTD Member Fees before the OUTDOORHQ HOLDINGS LTD Member confirms the sending of a booking request to a Host and by sending the booking request, the OUTDOORHQ HOLDINGS LTD Member accepts the OUTDOORHQ HOLDINGS LTD Member Fees.

OUTDOORHQ HOLDINGS LTD means OUTDOORHQ HOLDINGS LTD Limited (and includes a reference to "us" or "we").

GST means any form of goods and services tax or similar value added tax and includes that pursuant to the GST Act.

GST Act means Goods and Services Tax Act 1985 or (as appropriate to the context) any legislation or regulation which imposes, levies, implements or varies a GST.

Host means an Account Holder who creates a Property Listing via the Website.

Host Fees means the fee that OUTDOORHQ HOLDINGS LTD charges a Host for using the Services. OUTDOORHQ HOLDINGS LTD will advise the Host of the Host Fees before the Host confirms the acceptance or decline of a booking request from a potential OUTDOORHQ HOLDINGS LTD Member and by accepting the booking request, the Host accepts the Host Fees.

Property means a parcel of land which includes a range of accommodation, campgrounds, buildings, rooms or other places or facilities and includes any fixtures, fittings and other property located on them, and includes any Activities and Additional Items were offered by a Host to an OUTDOORHQ HOLDINGS LTD Member through the Website.

Property Listing means a property which is listed on the Website by a Host and includes any Activities and Additional Items were offered in conjunction with a Property by a Host to an OUTDOORHQ HOLDINGS LTD Member through the Website.

Property Fees means the amount charged by a Host to a OUTDOORHQ HOLDINGS LTD Member for the OUTDOORHQ HOLDINGS LTD Member's licence to access and stay at the Property and for any Activities and Additional Items offered by a Host and selected by an OUTDOORHQ HOLDINGS LTD Member through the Website in conjunction with a property. The Property Fees are determined by the Host and not by OUTDOORHQ HOLDINGS LTD. A Property Licence Fee may include specified components (such as a cleaning fee) and any Taxes.

Services means the service offered by OUTDOORHQ HOLDINGS LTD to connect OUTDOORHQ HOLDINGS LTD Members who are wishing to rent Properties with Hosts who are wishing to rent Properties, offered by way of an online platform being the Website.

Tax includes any tax, levy, impost, deduction, charge, rate, duty, or withholding which is levied or imposed by a government authority, including without limitation any withholding, income, value added tax, occupancy or accommodation tax, fees, transaction tax, duty or charge together with any related interest, penalty, charge, fee or like amount except for GST.

Terms and Conditions means these terms and conditions as may be amended from time to time.

User means a user of the Website and shall include a Host, OUTDOORHQ HOLDINGS LTD Member and Account Holder. A reference to "you" shall mean a User.

Website Means the whole of the system which OUTDOORHQ HOLDINGS LTD uses to provide the Services and includes the website at www.OUTDOORHQ HOLDINGS LTD.co.nz and any software, applications, programs, interfaces, and databases used to provide the Services.