DRIVE2 BONAIRE B.V.

ATV / QUAD TOUR — CUSTOMER AGREEMENT (DIGITAL ACCEPTANCE AT BOOKING)

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1. PARTIES AND ACCEPTANCE

This agreement is between Drive2 Bonaire B.V. ("Drive2 Bonaire") and the person who books the tour ("the booker"), also on behalf of all participants in the booking. The booker declares to be authorised to act for the participants and undertakes to have every participant read this agreement beforehand. The agreement is concluded by the mandatory acceptance when booking.

Every rider personally signs the Safety Briefing & Participant Declaration before departure. Without a signed briefing, participation is not possible.

2. PARTICIPATION REQUIREMENTS

A rider is at least 18 years old, holds a valid driving licence, is legally entitled to drive the quad and can identify with a passport or ID. The rider is sober, has not used any substances that affect riding ability, is not pregnant and has no medical condition that prevents safe riding. The provided helmet must be worn; closed shoes and long trousers are strongly recommended. Drive2 Bonaire may check the licence and identity and may refuse or end participation if the requirements are not met or if this is necessary for safety. In those cases no refund is due, unless the refusal is attributable to Drive2 Bonaire.

3. RISKS AND OWN RISK

Quad riding is a dangerous activity with risks such as falling, skidding, collisions, rollovers, serious or permanent injury and death. The terrain on Bonaire is rough and unpredictable. Even when all instructions are followed, the risks cannot be fully eliminated.

The participant takes part **voluntarily and at their own risk**. To the extent permitted by law, Drive2 Bonaire (including its employees and guides) is not liable for injury or damage to the participant or their belongings arising from participation, in particular not for injury or damage resulting from the rider's own riding behaviour or own mistakes. The participant indemnifies Drive2 Bonaire against claims by third parties arising from the participant's own acts or omissions and is personally liable for damage they cause to others.

Insurance: the participant is personally responsible for appropriate insurance and declares to be adequately insured, at their own expense, for injury, medical costs, transport and repatriation abroad, including for quad riding. Drive2 Bonaire has no accident or passenger insurance for participants. Costs of medical care, transport and repatriation are for the participant's account.

4. PROHIBITED BEHAVIOUR

Racing, competitions, wheelies, burn-outs, jumps/stunts, deliberate skidding, riding under the influence, carrying unauthorised passengers, handing the quad to another person, using a handheld phone and leaving the indicated route are prohibited. The guide may adjust, interrupt or end participation when reasonably necessary for safety.

5. DAMAGE TO THE QUAD — DAMAGE WAIVER

Maximum own contribution: USD 1,000 per separate incident of damage. Normal wear and tear is not charged. The limit does not apply in cases of, among others, intentional damage, alcohol/drugs, racing or stunts, unauthorised drivers or passengers, deliberately leaving the route, theft or deliberately ignoring safety instructions. In those cases Drive2 Bonaire may recover the actual damage suffered, to the extent permitted by law.

Damage to the quad caused by the participant is for the participant's account, up to the maximum own contribution above. The quads are insured for third-party liability (WA) only; damage to the quad itself is not insured. No deposit is required. Once the damage has been established, the own contribution is **due immediately and is paid immediately**.

The liability insurance applies only to damage to third parties, under the terms and exclusions of the policy. Damage that the insurer does not reimburse may be recovered from the participant to the extent permitted by law. Injury to the participant is not covered by this insurance.

6. OTHER COSTS

Costs of recovery and transport of the quad are for the participant's account if the quad cannot continue through the participant's fault (for example due to a fall, incorrect use or riding off the route). Traffic fines and other fines imposed on the participant during the tour are for the participant's account. If the participant loses or damages the key or helmet, the participant pays the cost of replacement or repair.

7. CANCELLATION, NO-SHOW AND LATE ARRIVAL

Free cancellation is possible up to 48 hours before the scheduled start time. In case of cancellation within 48 hours, no-show or late arrival that makes participation impossible, the full amount paid is forfeited. A delayed cruise ship, flight or transfer does not automatically entitle you to a refund. The tour departs at the agreed time and late arrival gives no right to an extension.

If Drive2 Bonaire cancels the tour because it is unsafe or impossible, the participant may choose between rescheduling free of charge to an available date or a full refund of the amount paid for that tour.

8. WEATHER, ROUTE AND SAFETY

The guide may adjust, shorten or interrupt the tour, the route or the start time due to weather, terrain, safety or force majeure. If the tour does go ahead, including in adjusted or shortened form, no refund is due. If Drive2 Bonaire cancels the tour entirely because it is unsafe or impossible, the choice in article 7 applies (free rescheduling or full refund).

9. LEGAL LIMITS

This agreement does not exclude any liability or statutory rights that cannot be excluded or limited under mandatory law, such as liability for intent or conscious recklessness. If a provision is void or unenforceable, the remaining provisions stay in force. Drive2 Bonaire takes reasonable safety measures and gives instructions for safe use.

10. PHOTOS AND VIDEO

Photos and videos made during the tour may be used by Drive2 Bonaire for promotion (website, social media, print). Objections can be reported to the guide before departure.

11. PRIVACY, GOVERNING LAW AND DISPUTES

Personal data is used only for the performance of the agreement, administration and safety, and is not kept longer than necessary. This agreement is governed by Dutch law as it applies on Bonaire. Disputes will be submitted to the Joint Court of Justice of Aruba, Curaçao, Sint Maarten and of Bonaire, Sint Eustatius and Saba, to the extent the law does not prescribe another court.

12. ACCEPTANCE AT BOOKING

- I have read and understood this customer agreement and I agree to it, for myself and for all participants in my booking.
- I will make sure every participant reads this agreement before the tour and that every rider signs the Safety Briefing on arrival.
- I understand that Drive2 Bonaire has no insurance for injury to participants and that every participant must be adequately insured themselves (injury, medical costs, repatriation).
- I understand the USD 1,000 Damage Waiver, the exceptions to it, that damage is paid immediately and the 48-hour cancellation rule.

Acceptance is recorded with date and time in the booking confirmation. A copy of this agreement is provided by e-mail.