

WuBook Srl, via dell'abbazia n. 7/1, cap: 61032, Fano (PU) Sito web: <https://wubook.net>
Social capital: euro 10.200,00. p.iva (Vat): 02340220413 Numero Rea: PS-173884.

TERMS OF SERVICE AND PRIVACY POLICY

01. Premise

With the following Contract, as our customer, you agree that the subscription and the use of our technology services imply the acceptance and the adhesion to these Terms and Conditions General Terms and declares to know, thanks to the information material provided by us, the service offered by WuBook in its entirety and to find it appropriate to its needs.

02. CONTRACT PROCESS

The services of WuBook Srl are delivered via the internet, so it is your responsibility to equip yourself properly to use them in a functional way. Accepting our terms, you certify that you have the legal right, the appropriate instrumentation and the necessary authorization to fully satisfy the conditions described in this contract.

This contract is valid for the duration of the service that WuBook Srl will deliver. The term of service determines the termination of the contract, while the renewal of services determine the recovery of validity, except, however, the right of WuBook Srl to prevent the periodic renewal, by notice to the client 30 days before the expiry of the contract. Both Parts may terminate the contract at any time, informing the other Part and interrupting the service, without any obligation to confirm the receipt via e-mail or through record delivery letter. Reimbursement or compensation are not provided if you interrupt the service before the expiry of the contract.

03. CREATION OF THE ACCOUNT

In order to access the services offered by WuBook Srl is necessary to create an account. This process takes place with the definition personal and private of your access codes with which independently administer your account, in specific password and user name.

You have the opportunity to modify your access credentials at any time. Each password is strictly personal and under your direct responsibility.

Accepting this agreement you claim to be the only responsible for the data entered in the control panel regarding the configuration of your Structure.

The control panel is a web interface that allows you to configure the services subscribed and to access and monitor Your contracts and Your invoices. Through the control panel you can perform any operation relative to the service at any time, in a transparent and simple way.

As a customer, you declare that the entries data are real and corresponding to Your identity and that you will keep them updated throughout the duration of the contract. The identity and all the informations that you declare to associated to your account are necessary for the validation and activation of our services for the entire duration of the contract.

WuBook Srl and the customer respectively undertake to maintain the confidentiality of the data and the informations obtained in connection to the activities for the execution of this contract and to the activities for the execution of the service. The account does not have a established expiry, can be interrupted at any time, in this case, the cancellation of all your personal data. The cancellation of your account automatically imply the closing of all the contracts you have signed and the resulting loss of the services. If our service provided is free of charge free model, WuBook reserves the right to terminate the validity of the contract and of the service at any time.

04. **PAYMENTS**

The payment methods accepted by WuBook are:

- a. Credit Cards on line.**
- b. Bank transfer.**
- c. Paypal.**

When the final payment is received, WuBook will send you a confirmation email and will activate the services that You have chosen and paid. The Invoices of payment sent by you to WuBook are regularly issued at the time of the confirmation of payment and they can be found online from your control panel. Once you have created your account, and your data, your movements, your invoices and your contracts will be available directly via Web, (after authentication) through the "Control Panel" on the site: <https://wubook.net>.

05. **UPDATING CONTRACTS**

You will be able to view the contracts updated directly from your online panel of control when WuBook makes available a newer one.

You agree that if after a new publication or sending of a notification concerning the changes made to this contract, you will continue to use our Services, we will consider accepted the new conditions proposed.

The historic of the updates of the contracts is expressed by the number of the version included in all contracts and, the texts of all the contracts offered in WuBook are freely available on the site (after authentication): <https://wubook.net>.

06. CHANGES TO THE SITE AND SERVICES

WuBook reserves the right to edit any section and/or content of the site as well as the terms and conditions of access to its facilities, all in a view to improve and update the services to offer to its customers.

If some changes will be committed, WuBook will inform you about it through e-mail or by posting, in a visible way, on its website.

07. COMMUNICATIONS BETWEEN THE PARTS

The customer agrees that the notification and the communications concerning all the online services are carried out by WuBook Srl in electronic format (electronic mail) and through web service; recognizes the force and expressly renounces even now to acknowledge the contents of the declarations sent or received in electronic format.

WuBook Srl, therefore, will use the email, that you have personally issued at the time of the creation of personal data and the account, for all the communications and notifications that will succeed, providing a clear and timely relationship, with specific reference also to the communications regarding withdrawal and/or denial to the customer to benefit of a further service.

It is important, that your email address is up to date and running. You must inform WuBook Srl in case you are unable to use your mail service, to avoid misunderstandings. All the mail sent to Your address are otherwise considered received and read on the 5 following days.

You agree to be the only responsible in the case of failure of reading an e-mail sent regularly to you in these terms. From your control panel, you can contact us directly by e-mail, getting a quickly answer in accordance to your needs.

08. CHARGES AND RIGHTS OF WUBOOK

As a provider of technology services, WuBook Srl ensures that:

Do everything in its power to provide continuous access to the service, in accordance with the technical needs of maintenance and in case of major force. Suspend the total or partial use of the service only for a short periods, engage in rapid recovery of it and, when is possible, advise you previously by e-mail to allow eventual agreements. The reasons, that may lead to a suspension of the service concerning technical interventions needed for a temporary malfunction, are routine maintenance, technical improvements in relation to the state of the art.

Deliver the services with the utmost care and efficiency, to ensure high levels of technology in relation to the state art.

Offer the maximum transparency so that the quality levels of the services and resources can be monitored and verified in accordance with their limitations and the technical characteristics of each service.

Act quickly in the event of a technical failure to restore service to full systems.

09. LIABILITY

WuBook Srl is not responsible in the event of delays, malfunction, suspension and/or termination of access to services caused by:

Unforeseeable circumstances or mjaor force, as national and/or international emergencies, fires, explosions, earthquakes, volcanic eruptions, landslides, cyclones, storms, floods, hurricanes, avalanches, war, civil strife, riots, strikes and any other cause unexpected and exceptional that prevents to provide the agreed service.

Manumission or actions on the services or equipments made by you or by anyone not authorized by WuBook Srl.

Technical problems related to the Internet independent from WuBook Srl, as a physical damage or traffic congestion.

Incorrect use of the services by you or anyone else.

Malfunction or inadequacy of the connecting equipment and the base technology equipment that You have.

In case that a malfunction of the services, have caused you an economic damage, WuBook is required to compensate only if your problem has been promptly notified, within five days after the determination of the damage.

In any case, WuBook will compensate, if there are a real conditions, with an amount that does not exceed the cost of the the service whose failure was due to damage, even if the cost of the damage is superior.

If our service provided is for free free model, its use is at your own responsibility. The free model does not give you the right to have any warranty or protection or assistance from WuBook. In this case WuBook is not responsible for any compensation in any case.

10. CHARGES AND RIGHTS OF THE CUSTOMER

Adhering to the following contract You agree to comply all the rules required by WuBook for an adequate use of the all services offered, for the entire duration of the contract. Also ensures to respect the following conditions:

Respect and adherence to the local and national laws in force at the time of signing, specifically to the Italian ones.

Respect and acceptance of the technical limitations of our service.

To trust the data (logs) produced by our system, that maintain track and history of the operations performed by you.

Raise WuBook from any contentious related to the use of our services that can occur with any third part.

Retain WuBook not responsible for any break of your equipment as, for example, your personal computer, your internet connection etc., even if it happen during the use of WuBook.

Your personal data, issued to WuBook, are true and You will have the charge to keep confidential your account name and password, which are under your direct responsibility.

Verify periodically the accuracy and the consistency of the data on your account, the proper functioning of the service provided to you and inform WuBook of any faults that may occur.

Do not use or allow the use of our services against morality and public order, in order to disturb public and/or private, of causing offense, damage directly and/or indirectly to anyone.

Abstention in illegal activities as spamming, phishing, cracking and/or any other unauthorized use and/or deflected Internet, going to harm WuBook, its image and/or its operations.

Consider under your responsibility the entry and use of images and/or content that have copyright, in any area of our service.

Abstention from the use of images and/or content protected by copyright or that dealing themes against the ethic of WuBook, as racism, xenophobia, pedophilia child, against public morals, against human rights, in favor of terrorism, public order etc.

WuBook Srl may terminate the use of your service and recede the contract, to the senses and for the effects of art. 1456 of the Civil Code, with a simple communication by e-mail, if a violation of the above paragraphs happens, without prior notice and without give you a chance to receive a formal act. You agree, as a responsible, to quickly cancel the illegal content or everything that affect the ethical principles of WuBook Srl, principles that are written on the site: <https://wubook.net> and that you, as our customer, ensures to follow and respect.

WuBook Srl is not responsible for your configurations and content, as images, that you will decide to use; therefore, it will not intervene to modify not even an individual parts. So the intervention of WuBook Srl will be only for the deletion from Your service.

11. INTELLECTUAL PROPERTY

Is forbidden by the law to copy, transcribe, reproduce, add or modify the software, the contracts, and the related documentation, the logo and the name of WuBook and every distinctive sign specified and used on our website, after our permission. The only parts that do not follow the limits described above, are those clearly published under the GPL (General Public License). Anyone who does not follow the directives on copyright is punishable by law.

12. COMPETENT COURT

This agreement shall be construed and interpreted in accordance with the Italian law. For anything not expressly covered by this contract, the provision of the Civil Code will be applied. Any dispute relating to the interpretation and/or execution of this contract shall be settled exclusively by the Court of Pesaro.(PU).

13. PROCESSING OF PERSONAL DATA

a. Personal Data related to the contract

The Wubook's services are designed to be offered to companies in the hospitality sector, regardless of their property type (hotel, bed & breakfast, hostel, ...) and of their business name (Inc, llc, snc, ...). It is also included the use of Wubook's services by individual citizens, identified as individuals. The data processed for the management of the contract are therefore those of the hospitality Properties and Customers who sign the services.

These data are excluded from the application of the European Data Protection Regulation (GDPR), which aims to safeguard the dignity, reputation and tranquility of citizens, protecting them from unnecessary and potentially dangerous treatments of their data.

It doesn't mean that WuBook doesn't put in place adequate security measures to guarantee the security of the data of its Clients conferred upon the stipulation of contracts and during the maintenance of the same.

b. PERSONAL DATAS WICH WUBOOK IS A CONTROLLER

Wubook is the owner of the data entered when the account was created specifically for the relevant Personal information entered when the contract was signed or entered into the contact form. The attached document <https://wubook.net/privacy/dpa.html> represents the updated description of the nature of the data and their processing.

14. PERSONAL DATAS WHICH THE CUSTOMER IS THE CONTROLLER (AND WUBOOK THE PROCESSOR)

Some services offered by WuBook, in particular ORD, the booking engine service, and ZAK, the hotel management system, allow the Guest Accommodation Facilities to manage the data of their guests or their staff through the functionalities, standard or optional, offered by the applications . Each Accommodation facility (Customer) maintains ownership of the data in question and recognizes WuBook as the external responsible in charge of the treatment according to the attached appointment scheme available at the URL <https://wubook.net/privacy/dpa.html> (in English).

Furthermore, as a customer, you declare to approve and accept, pursuant to and for the purposes of art. 1341 and 1342 C.C., all the clauses including the annexes.