

WuBook Srl, via dell'abbazia n. 7/1, cap: 61032, Fano (PU)
social capital: euro 10.200,00 , p.iva (Vat): 02340220413
Website: <http://wubook.net>

Premise. With this Agreement, as our customer, You certify that you be aware of the service offered by WuBook in every aspect, limit and possibilities and to find it appropriate to Your real needs. With this Agreement, You acknowledge that the services of the on-line booking (booking online) offered by WuBook are characterized by a constantly evolving technology. WuBook reserves the right to change the functionality if this becomes necessary to the technological development of services and the way wherewith they are provided to the client, with a view to improvement and optimization of the services, consistent with the state of the art.

Description of Service. WuBook provides a booking service online for tourist accommodation facilities in general as a: Hotels, Farmhouses, Bed & Breakfast. Using WuBook You have the ability to directly enter on the site of your structure, a tool booking frontend that allows the user to make reservation online. As a customer of WuBook, you have the opportunity to access to a restricted area reserved to you Control panel , from where you can manage the data related to the types of rooms, the availability, prices and other information necessary to define the range that you want to publish on the booking displayed on your site. >From the control panel you can also define any discounts and enter the images of the room types, as well as names and multilingual descriptions. The frontend booking can be displayed in six languages: Italian, Spanish, English, Portuguese, German and French.

1) Control Panel:

Through the control panel you can enter the types of rooms that you want to sell online. For each type you can insert an image, name and description in any language with which the interface is available for booking. For each type, you can even define price and availability for each day of the year.

>From the control panel, you can decide if you want to display prices in Euros or U.S. dollars, you may place restrictions on reservations as minimum stay or minimum advance reservation you will be able to customize banner and colors on your booking frontend.

WuBook can also configure special offers or discounts associated to the requirements of the stay. If the stay requested in the booking interface meets the requirements specified, you can offer to your customers a special offer with the discount associated.

You can also configure discounts associated with codes. You can then communicate to your customer a discount code, and he will be able to enter it to the reservation enjoying the discount associated. These discount codes can be provided by you in order to improve the fidelity of your client. WuBook is not responsible for any bad use of the codes or any different use by your will.

When an agency provides its generality by iata code and identification data, WuBook sends an email to confirm that the request is made to the properties which, at its discretion, may associate one discount on the future reservation using the same iata code. The Agency data are accessible through the panel control.

>From the control panel is possible to configure the cancellation policy that defines a penalty that has to be paid from who does not show up at check-in or cancels the reservation too late.

2) Booking Frontend:

WuBook provides you the codes that, if are copied in the source of your site, displays a button that allows to open a page of booking on-line.

WuBook ensures that these codes, are complying with the standard encryption protocol of the web pages and are providing several solutions, because the booking button can be stylistically appropriate to the site. WuBook is not responsible for your website or for its technology. It's your responsibility to ensure the application of the button in your site and to verificate the correct functioning.

For the user who wants to make a reservation, the booking process is carried out in 3 phases:

- **Entry of the date:** The user in the very first stage of booking, has to select arrival and departure dates of the stay. For this WuBook, provides one tool that helps the user to find the availability..
- **Definition of the occupancy:** in the second step of the reservation, the user has to choose the accomodations that he will occupy during the period of stay. WuBook prevents the overbooking, not allowing to occupy rooms already reserved.
- **Booking confirmation:** In the last step the user has to enter the personal data and, possibly, the code of the credit card that will be required, to guarantee the reservation.

After the reservation, you will receive a notification via email. The e-mail address is a fundamental data for the reservation process. WuBook is not responsible for the authenticity of the data, email adress and the personal data,

entered by the user to make a reservation on the frontend of booking.

WuBook operates and undertakes to make the booking frontend most efficient as possible in order to maximize the number of reservations on-line; for this purpose, it follows criteria of simplicity, safety and transparency.

3) Reservation model:

WuBook offers you the possibility to choose between three types of reservation:

- **Deferred:** The user that makes a reservation should NOT enter the credit card code to guarantee the reservation. It is not immediately confirmed, but is waiting for confirmation, that You can do from your control panel.
- **In real time:** The user who makes the reservation MUST enter the credit card code to guarantee the reservation, the reservation is confirmed immediately.
- **Free:** The user who makes a reservation is free to decide whether to insert the credit card code, as a guarantee and have it immediately confirmed, or to not enter the code and keep waiting for the confirmation.

The confirmation of the reservation has the effect of automatically lower the availability of rooms interested in on the reservation, and to notify via email the reservation, to you and to Your customer.

4) Cancellations of reservations:

On the email notification sent to the user that makes a reservation, WuBook provides a link that allows you to access to the page of cancellation. From this page is possible to cancel the reservation by entering the unique code and address e-mail. In the above mentioned notification e-mail are specified the rules of cancellation that you have configured through your control panel.

WuBook is not responsible for the cancelled reservations and/or the ones that didn't go through.

5) Credit card:

The possible insertion of the credit card code by your customer, **is intended to guarantee of the reservation, that means that you will not be able to collect the payment for the stay, but it will be retained to collect an eventual fine due to a case of not show or, in general, to a case of violation of your cancellation policy.**

The activation of the reservation model real-time , requires the insertion by you for a password. This password will be used to create a key to encrypt the code of the credit card by an asymmetric algorithm with public and private key. WuBook has no way to know the codes of the credit card provided by your customers. The same codes are deleted after 15 days from the departure date of the booking for which the code has been entered.

The credit card is controlled in its anatomy and by the Luhn's algorithm; the ones accepted are then all and only those for which it is possible to do the checks algorithmics: Visa, MasterCard, American Express, Discover, Enroute, Jcb, Diners and related subfamilies. Also the success of a control does not imply the authenticity of the Credit card used, although this discrepancy is entirely improbable.

As a result of the foregoing, you agree that:

- **WuBook does not guarantee the authenticity of the CC, despite the algorithms used for the anatomical controls are technologically advanced in relation to the current state of the art.**
- **WuBook has no way to access the Credit Card of your customers.**
- **WuBook has no way to know if the credit cards of your clients are covered or not.**
- **Any circulation of the credit cards of your clients, if the origin of the distribution are attributable to the use of WuBook, are entirely to your responsibility, because you are the only one who knows the password to decrypt them.**
- **WuBook does not offer any service for the collection of payments or penalties that you determine with your customers. The activation of the credit cards and their management are to your complete responsibility.**
- **WuBook is completely relieved from any disputes between you and your customers in relation to Credit Cards.**

6) Payment method and duration of the service:

WuBook provides two separate schemes for calculating the amount of the service: Annual fee and Commissions regime. You are free to choose the payment scheme independently from the control panel. Even if the contract is started, you always have the ability to switch from one system to another in total autonomy, without any notice.

- **Commissions regime:** To activate the Commission regime is necessary the deposit of an account "una tantum" at the beginning of the contractual relationship. Every month WuBook requires the payment of the fees calculated on a percentage of the reservations accumulated during the month. The amount of the percentage of the commission, will be available from our website: <http://wubook.net>. To use the system of commissions you have to install the Wubook button booking on your website.
- **Annual fee:** The service is renewed annually after a payment of the fee and the amount will be viewable from

our website. WuBook offers discounts in percentage to the fee, if you want to buy the service for more than 1 year.

WuBook is committed to advise you at the end of the service by email at least one week in advance. If the payment of the commission or the annual fee is not paid within the day required, the service stops automatically and the contract expires. The process payment for the rehabilitation of the contract, must be made in accordance with the indicated procedure in the control panel. This procedure enables a renewal request, which is associated with a code and cost of a several services for a determined time. The payment of this request implies the activation of the services for the indicated time from the moment of reception by WuBook of the notification of the payment.

The interruption of the service does not delete the data. Within 6 months from the expiry, you can still access to the control panel to make the payment and to reactivate the service with the restore of the data previously entered.

WuBook accepts payment by credit card or by bank transfer. If the payment is made with bank transfer, you are required to fax or email the transfer receipt with the indication of the code order of the renewal request. The annual cost of the service activation may vary from year to year, you can always monitor the variations directly on WuBook site.

By accepting this contract, the Customer agrees:

- To allow WuBook a statistical analysis based on the data of Your structures, and possibly to publish it on the site <http://wubook.net>, where such publication does not prejudice the anonymity of the client.
- To consider legitimate and reliable the informations drawn from WuBook about the configurations performed by you in your Structure.
- To consider WuBook not responsible for configuration of the data inserted in Your structure through the control panel.
- To accept the exposure of the email address, used for the notifications, during the booking process online..
- To Implement the interface of booking on your site, You agree to not remove the link to the Wubook site, as it is described on the relative page of the control panel. The button "Book Now" must be accompanied by a link on the site <http://wubook.net>.
- To consider yourself the only responsible for the management and processing the data of your customers. To refer to D. Lgs 196/2003 for above mentioned treatment, which prohibits the publication or sale to third part, and the use for commercial purposes of the personal data of the customers.
- To retain yourself the only responsible for eventual discrepancies between what you have defined online and what is offered by your real overnight service.
- To update and amend the data for your overnight service, ensuring a functional and consistent use of the online booking offered by WuBook.

7) Competent Court:

Any dispute relating to the interpretation and/or execution of this contract shall be competent exclusively by the Court of Pesaro (PU).

Conclusion: This contract, that meets the "General Terms and Conditions and treatment data" in its latest and updated version (which will adjust automatically even all the other WuBook Srl services that you have previously purchased) is intended fully recalled and transcribed in its entirety, without exception, including also the ex predicting Articles. 1341 and 1342 CC, must be also interpreted and adjusted in accordance with Italian law. For the matters not expressly covered by this contract, the dispositions of the Civil Code will be applied.