

**WuBook: Contract General Conditions and Treatment of Personal Data**

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**WuBook Srl, via dell'Abbazia n. 7/1, 61032, Fano (PU), Italy**

**Share Capital: euro 10.200,00**

**VAT no. 02340220413. Registration Number: PS-173884**

**Internet Site: <http://wubook.net>**

**Introduction.** By the following Contract you become our client and accept to subscribe and use our technological services. This implies your acceptance and agreement to these Contract General Conditions. Through this contract and the information contained on the site <http://wubook.net> you declare to fully know the service provided by WuBook and that it meets your needs. The same conditions can be read during and prior to confirmation of each subscribed service so as to allow more clearness and control that our service meets your real needs. The present Contract of General Conditions does not expire, you can back out of it at any time, directly from the control panel on the internet site. In order to avoid any inconvenience WuBook will allow 5 solar days for asking by email to reactivate the contract if you wish. Once your e-mail has been read WuBook will immediately reactivate the contract. If you do not send any email WuBook will cancel the service according to its technical and operational needs. On the other side WuBook can back out of the contract if conditions occur as mentioned in the present contract.

WuBook has the right to sell back the present contract and all its conditions to a third party.

**Contractual Process**

**Acceptance of service and agreement to conditions.** All services offered are directly and exclusively provided through the site <http://wubook.net> where conditions, prices and modes of payment are explained. On the site you will also find the technical and contractual details and prices applied at the time of

your subscription so as to allow full knowledge of services prior to agreement. WuBook services are provided by Internet thus it is your responsibility to be rightly equipped so as to efficiently use them. By agreeing to our conditions you declare to have the legal right and the required authorization for fully satisfying the conditions described in the present contract. WuBook is allowed to control your legal right and authorization during the term of the following contract. WuBook can possibly back out of the contract whether your positions mentioned above cannot be verified.

**Account creation.** In order to access to the services provided by WuBook the account creation is needed. This requires your personal and private definition of access codes by which you will independently manage your account, specifically password and account name. WuBook is bound to send you an e-mail containing the data defined when the account has been created. Each password is strictly confidential and you are responsible for it. If you forget the password or it is no longer confidential the customer is bound to immediately inform WuBook so that new access codes can be defined again and damages can be avoided for both parties. You are directly responsible for protecting the privacy of your password. You are responsible for every operation carried out from your account and logged by our computer system.

As a customer, you declare that logged data are true and correspond to your identity and that you will update them during the term of the contract, adding information if needed. Whether WuBook comes to know that personal data are fictitious, incomplete and/or not updated, it is entrusted to immediately cancel your account. Identity and all information you declare are associated to your account are required for validating and activating our services for the entire term of the contract. WuBook and the customer respectively commit to keep confidential data and information obtained concerning the activities for performing this contract and the activities for providing the service required. The account does not expires but you can cancel it at any time consequently deleting all your personal data. Account cancellation automatically implies backing out of all contracts you subscribed and the following loss of services. As for contract cancellation, account cancellation can be carried out directly form your control panel on the site: <http://wubook.net>. WuBook can cancel your account whether conditions occur, as mentioned in this contract.

**Payments.** Modes of payment accepted by WuBook are the following:

- On line Credit Cards.
- Money transfer.

As soon as payment has been entered WuBook will send you a confirmation e-mail and will activate the services you have chosen and paid for. All payments made to WuBook can be looked up on line on the site: <http://wubook.net>, directly form the control panel so that our services are transparent and the

invoices we send you, regularly drawn once the payment has been received, can be easily seen and managed.

**On line management and control panel.** Once you have created your account both your personal information, operations, invoices as well as contracts will be displayed and you will be able to directly manage them through the web, specifically from the “control panel” on the site: <http://wubook.net>. The control panel is a web interface which allows you to configure the subscribed services, to have access to and monitor your contracts and invoices. From your control panel you can carry out any operation concerning the subscribed service at any time, free of charge, in a transparent and easy way.

**Contracts updating.** Being understood that contracts entered with you are valid for their entire term as described by them, you will be able to update any kind of contract directly from your on line control panel if WuBook makes available an updated version. The list of contracts updates is indicated by the version number appearing on each contract. All contracts proposed by WuBook over the time can be freely used on the site: <http://wubook.net>. You accept that by choosing a new contract version, all contracts of the same type but of older versions will be updated according to the new version you have subscribed.

**Site and Services Changes.** WuBook reserves the right to change any section and/or the entire site as well as the terms and conditions for having access to the services provided to the customers for the purpose of improving and updating the above mentioned services. When changes occur WuBook will inform you by email or by publishing them on its site.

**Communications among the parties.** WuBook will use your email that you personally provided when you logged your personal data and created your account, to inform you of all communications and notifications which will occur so as to provide a clear and prompt relationship. Thus it is important that your email is always updated and working. You are to inform WuBook whether your email is not working or you are unable to use it so as to avoid any inconvenience. All the emails WuBook sends you are considered received and read within 5 days since they have been sent. According to these terms you accept to be the only person responsible if an email regularly sent to you has not been read. On the site: <http://wubook.net>, from the control panel, you will be able to contact us by e-mail and you will have a prompt answer suitable to your needs.

**Rights and obligations of WuBook.** As a provider of technological services, WuBook grants the following:

- To do all it can so as to offer a constant access to the service compatibly to maintenance technical needs and Acts of God, such as the below-mentioned events which cannot be controlled.

- To totally or partially cancel the service but for short periods and promptly restore it prior to information by email about the interruption so that both parties can make an arrangement. Reasons for service cancellation involve technical interventions for fixing a temporary problem, routine maintenance of the service, state of the art technical improvements.
- To accurately and efficiently provide services so as to ensure state of the art high technological standards.
- To offer greatest transparency so that services and resources quality standards can be accurately monitored and assessed according to the limits and technical features of each service.
- To refund you, if conditions occur, by paying an amount of money not higher than the annual fee you paid for the subscribed service even though the damage claimed amounts to a higher cost.
- To act promptly when a technical accident occurs so as to completely restore the service.
- To constantly commit in order to satisfy the customer when using our service.

**Responsibilities.** WuBook is not responsible for delays, bad functioning, stop and/or service interruption due to:

- Hazard or Act of God such as national and/or international emergencies.
- Tampering or interventions on services or equipment by you or third parties without the WuBook authorisation.
- Technical inconvenience or network congestion.
- Misuse of services by you or third parties.
- Bad functioning or unsuitability of your connection instruments and basic technological equipment.

**Rights and obligations of the customer.** By agreeing to this contract you commit to comply with all the rules required by WuBook for the right use of the services provided during the entire term of the contract. You commit to follow the conditions mentioned below:

- Observance of local and national laws in force when subscribing the services, specifically the Italian laws.
- Observance and acceptance of the technical limits of our service.
- Consider your operations logs processed by our computer system as reliable.

- Entirely relieve WuBook from any contentious procedure related to the use of our services by third parties.
- Avoid misuse of the service.
- Consider WuBook not responsible for any problem to your equipment, for example your personal computer, Internet connection, even though the problem occurs while using WuBook.
- Your personal data provided to WuBook are true. Your password and account name are confidential and you are directly responsible for them.
- Promptly inform WuBook within 24 hours from your control panel that you need assistance for damages caused by misuse of the service.
- Do not use or let others use our services against the civil morals and public order with the purpose of causing public and/or private disturbance, to offend, directly and/or indirectly damage somebody.
- Abstention from illegal actions such as spamming, phishing, cracking and/or any other illegal and/or fraudulent Internet use which can damage WuBook, its image and/or activity.
- Be responsible for displaying and using pictures and/or texts covered by copyright in every section of our service.
- Abstention from use of pictures and/or texts covered by copyright or concerning issues which do not correspond to WuBook ethics such as racism, xenophobia, children abuse, terrorism, actions against civil morals, human rights, public order etc.

WuBook will interrupt the service use and will back out of the contract - without notice and official document - whether the above conditions are not observed. As the person responsible you commit to promptly delete the illegal information or anything which does not correspond to WuBook ethics, whose principles are described on the site: <http://wubook.net>. As a customer you ensure to follow and observe these principles. WuBook is not responsible for your configurations and subjects, such as pictures that you decide to use; consequently WuBook will change neither the whole nor the single parts. WuBook will act only for cancelling the service provided to you.

**Copyright.** No part of this software, contacts, documents, logo and WuBook name and every distinctive feature used on our site may be copied, reproduced or modified without the prior written permission of the copyright owner. The only parts not included in the terms mentioned above are those published under the license of GPL (General Public Licence). Copyright infringement is considered as criminal.

**Place of jurisdiction.** The present contract is deemed to be interpreted in observance of the Italian Law. Those subjects which are not governed by the present contract will be ruled according to the provisions of the Civil Code. The Court of Fano (PU) will be the only one to have jurisdiction to settle any dispute over interpretation and/or performance of the present contract.

**Information about treatment of personal data.** We wish to inform you that by the legislative decree no. 196 dated 30th June 2003 (Personal data protection code) the treatment of personal data of people and other parties is protected. In observance of the above mentioned legislative decree we are to inform you about the purposes and modes of treatment of your personal data as well as the extent of their communication and transmission and the type of data we own. The treatment of personal data you provide to WuBook srl will observe the principles of fairness, lawfulness, transparency and protection of your privacy and rights.

In accordance with article 13 of legislative decree 196/2003, we inform you that:

1. Data you provided will be treated according to the Garante General Authorisation no. 4/2004 and no. 7/2004.
2. Data you provided will be used for the following purposes: manage ordinary business relations, comply with law and contract obligations and fiscal issues; comply with accounting and tax obligations; counselling activities, justice administration; dispute settlement.
3. For the purpose of the above mentioned data treatment, the holder can come to know data dubbed “sensitive” in accordance with Legislative Decree 30th June 2003 no. 196 such as those which “reveal racial and ethnical origin, religious, philosophical or other convictions, membership to political parties, trade unions, associations or religious, philosophical, political or trade unions organisations as well as personal data containing information about health and sexual life”.
4. Data treatment will be applied following these methods: data will be automatically treated by software and will be stored by computer means and handled in full observance of the security measures for protecting you privacy in accordance with article 34 of legislative decree 196/2003 (Treatment by electronic means).
5. Extent of communication and transmission. The treated data you provided will be transmitted to: experts treating data so as to comply with administration, accounting and management requirements for the routine carrying out of the activity; public authorities and administrations for complying with legal requirements; Chamber of Commerce; other parties whose transfer of your data is required for carrying out the above mentioned activity in compliance with the obligations taken on before you;

parties who have the right to handle your personal data in accordance with law or secondary or UE provisions as well as contract measures; parties to whom transmission of your data is required or functional for managing our relationship: WuBook employees responsible for data treatment.

6. Parties belonging to those categories which can treat your data will handle them autonomously as they are unrelated to the first WuBook treatment.
7. Further information or transmission cannot be made without your prior explicit permission.

Personal data are split in two categories: compulsory and optional. Optional data are not marked by a star as showed in the logging procedure. Compulsory data logging and their treatment are solely required for providing the service you asked WuBook. Transmission of such data is essential but can be avoided: refusal to provide compulsory data has not consequence but inability to provide the requested service by WuBook. WuBook wishes to inform you that the logging of wrong compulsory personal data has the following consequences:

- WuBook inability to carry out fulfilment related to its activity as well as correct management of relations;
- Wrong data treatment can result in noncompliance with tax, accounting, administration laws requirements.

WuBook acts in accordance with article 7 of legislative decree 196/2003 concerning the right to access to personal data and other rights of the person concerned to his data.

WuBook ensures that personal data you logged are not sold back for any purpose (business, marketing researches..). Furthermore you can monitor and update at all times your data through the web from your account. The requested data, which are sufficient and necessary for ensuring the right working of the service, are stored for the entire term of the contract and are cancelled when you back out of the contract.

**Data treatment holder:** WuBook srl, via dell'Abbazia n. 7/1, 61032 Fano (PU), Italy. VAT no. 02340220413, internet site: <http://wubook.net>.

By subscribing the present Contract of General Conditions and Data Treatment, you accept that WuBook handle your data in accordance with legislative decree 196/2003, according to the information report mentioned above, during the entire term of the present Contract.