

**General Conditions for Contract and Personal Data Treatment.
Version 1,1 of July 18, 2010**



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Share Capital: euro 10.200,00. p.iva (Vat): 02340220413.
Numero Rea: PS-173884. Website: <http://wubook.net>

Preliminary remarks. As our customer, with the following Contract, You accept that the subscription and the use of our technological services imply the acceptance and the adhesion to these General Conditions of Contract and declare to know, thanks to the informative material that we have supplied, the whole service offered by WuBook and to find it in accordance to Your requirements.

1) Contractual process:

The services of WuBook are distributed via Internet, it's Your burden to equip yourself adequately in order to use them in a functional way. Accepting our conditions, You declare to have the legal rights, the adequate equipment and the necessary authorizations in order to totally satisfy the conditions described in this contract.

The present contract is valid for the duration of the service that wuBook distributes to You. The end of the service determines the interruption of the validity of the contract, while the renew of the services determines the restore of the validity. Both the parts can withdraw from the contract in any moment, communicating the intention to the other part and interrupting the service. Reimbursements or compensations are not provided in case of stop to use the service before the normal contract expiration.

2) Creation of the account:

To access to the services offered by WuBook the creation of an account is necessary. This process is carried out with the personal and private definition of Your access codes with which You will manage independently Your account, specifically password and the account name. You have the possibility to modify your access credentials independently in every moment. Every password is closely personal and under Your direct responsibility. Accepting this contract You declare to be the only responsible of the inherent data of the configuration of Your receptive structures inserted in the control panel. As *control panel* is intended the web interface that allows You to manage the underwritten services and to access and to check Your contracts and invoices. Through the control panel you will be able to do any operations inherent to the service in any time, in a transparent and simple way.

As customer, you declare that the inserted data are real and correspondent to Your identity and that You will hold them updated for all the duration of the contract, integrating them in case of necessity. The identity and all the information that You have declared as associated to your account are necessary for the validation and the activation of our services for all the duration of the contract.

WuBook and the customer engage respectively to keep reserved the data and the information obtained in relation to the activities for the execution of the present contract and for the necessary activities for the execution of the service. The account does not have a pre-established expiration, You can interrupt it in any time causing the cancellation of all Your personal data. The cancellation of Your account automatically implies the closing of all contracts that You have underwritten and the consequent loss of the use of the services. In case our service was distributed to you for free with the *free model*, wubook has the right to interrupt the validity of the contract and the distribution of the service in any moment.

3) Payments:

The forms of payment that WuBook accepts are:

- On Line Credit cards.
- Bank Transfer.
- Paypal.

As soon as the balance of the payment is received, WuBook will send You a confirmation email and will activate the chosen services that You have paid. The invoices relative to the payments that you have sent to WuBook are regularly released at the moment of the confirmation of the received payment and are available on line from your control panel. Once Your account is created, all Your data, movements, invoices and contracts will be available directly via web, through the "control panel" accessible though <https://wubook.net>.

4) Contracts updating:

You will have the possibility to view the updated contracts directly on line from Your control panel, in case WuBook makes available a newer one. The contracts updates history is expressed from the present number of version in every contract and all the contracts in the time from WuBook are available freely at: <https://wubook.net>. You agree that accepting the new contractual version, all the contracts of the same typology

with previous versions will be update to the new version subscribed form You.

5) Web site and Services modifications:

WuBook has the right to modify any section and/or content of the site as well as the terms and conditions of the access to the services that it offers, everything in order to improve and update the services offered to the own customers. In case of changes WuBook will communicate them to You through e-mail or publishing them, in a visible way, on the own website.

6) Communications between the parts:

WuBook will use Your e mail, that You personally have released at the moment of the personal data insert and the creation of the account, for all the communications and the notifications that in the time will be introduced, guaranteeing a clear and timely relationship. It turns out therefore important that Your email address will be always updated and working. You have to inform WuBook in case You have the service of e-mail disabled, in order to avoid misunderstandings. All the email sent to Your address are considered from WuBook received and read in the 5 days after the shipment. You agree of being thought the only responsible in the event of lacked reading of any email regularly sent to You in these terms. From Your control panel, You will be able to directly contact us via email, obtaining a fast answer and in compliance with Your requirements.

7) Burdens and rights of WuBook:

As supplier of technological services, WuBook assures:

- To make all that is in its power in order to offer continuous accessibility to the service, in compliance with the technical needs of maintenance and cases of act of God. To suspend therefore totally or partially the service for short periods, engaging itself in the fast restore of it and in case previously advising You via email as to allow eventual agreements. The reasons that can bring to an eventual suspension of the service regard necessary technical operations to fix some mistakes, technical ordinary maintenance of the service, improvements in relation to the state of the art.
- To distribute the services with the maximum cure and efficiency, in order to guarantee high technological levels in relation to the state of the art.
- To offer the maximum transparency so that the qualitative levels of the services and resources are fully verifiable, in compliance with the relative limits and to the technical characteristics of every service.
- To operate quickly in case of technical incident in order to fully restore the service.

8) Responsibility:

WuBook is not responsible neither in Your confronts nor in third parts of delays, mistakes, suspension and/or interruption of the services fruition caused by:

- Fortuitous case or of act of God, as for example national and/or international emergencies.
- Tampering or operations on services or on equipment carried out by You or by not authorized third parts.
- Technical disadvantages of the Internet net independent from wuBook, as physical breakdowns or traffic congestion.
- Wrong usability of the services from You or third parties.
- Bad operation or inadequacy of the apparatuses of connection and the technological base equipment of which You are equipped.

If a malfunctioning of the services has caused an economic damage, WuBook must repay You only if the found problem has been opportunely communicated, i.e. within five days from the reply of the damage. In any case, WuBook will repay You, in case of real conditions, with an amount of money that does not exceed the cost of the service whose malfunctioning has been cause of the damage, even if the cost of the damage would be more. In case our service was distributed to you freely with the *free model*, its use is under your complete responsibility. The free model does not give any guarantee neither guardianship neither assistance from wuBook. In this case wuBook is not held to any compensation in any case.

9) Burdens and rights of the customer:

Accepting the following contract You guarantee to adhere to all the rules demanded by WuBook for an adapted use of the offered services, for all the duration of the contract. It moreover guarantees to respect the following conditions:

- Respect and adhesion to the local and national laws in vigor at the moment of its subscription, specifically to the Italian ones.
- Respect and acceptance of the technical limits that are in our service.
- Consider reliable the data (logs) produced from our system, that conserves trace and history of the operations that You do.

- Raise completely WuBook from whichever legal case joined with our services that can be taken place with third parts.
- Consider WuBook not in charge of whichever breakdown of Your equipment as, for example, Your personal computer, Your Internet connection etc., also in case this happens using WuBook.
- Your personal data, released to WuBook, are true and You will engage yourself to hold your password and name account, that are under Your direct responsibility.
- Control occasionally the regarding data of Your account, verify the good operation of the supplied service and timely inform WuBook about the eventual defects that could be cause of an economic damage.
- Don't use or make to use our services against the moral and the public order, in order not to disturb the public and/or private quiet, bring offense, direct and/or indirect damage to anyone.
- Abstain from illegal activities like spamming, phishing, cracking and/or other illicit and/or deviant use of Internet, that damages WuBook, its image and/or its efficacy.
- Consider Your responsibility the insert and the use of images and/or contents covered from copyright, in any area of our service.
- Abstain from images and/or contents protected by copyright or that concern thematic contrary to the ethics of WuBook, like racism, xenophobia, childish pedophilia, against the public moral, the human rights, in favor of the terrorism, against the public order etc.

WuBook will be able to suspend the service and to withdraw from the contract in case of the violation of the previous points, without any warning and give You the possibility to receive a formal action. You accept, being responsible, to remove quickly the illegal content or all the one which goes to offend the ethical principles of WuBook, that are written on the web site: <http://wubook.net> and that You, as our customer, guarantee to follow and to respect. WuBook is not responsible of Your configurations and of the contents, i.e. images, than You will decide to use; consequently, WuBook will not modify any single part. Thus the action of WuBook will only consist in the cancellation of the service.

10) Intellectual property:

It's prohibited by law to copy, transcribe, reproduce, add parts or modify it both the software, either the contracts, and the relative documentation, the logo and the name of WuBook and every symbol indicated and used on our website, without our authorization. The only parts that do not follow the described limits are those clearly published with GPL (General Public License) license. Everyone, that does not follow the directives on the copyright is penal feasible.

11) Place of jurisdiction:

The present contract is intended and regulated in according with the Italian Law. The dispositions of the Civil code in matter will find application for all not expressly regulated from the present contract. For whichever controversy to the interpretation and/or execution of the present contract will be competent exclusively the right of the place of jurisdiction of Pesaro (PU).

12) Treatment of the data informative report:

We wish to inform You that the Italian Legislative Decree no. 196/2003 (code governing protection of personal data), previews the protection of the personal data of persons and other subjects in the treatment matters. In observance of what is provided by the indicated law, we give You the due information about to the purposes and the modality of the treatment of Your personal data, and the ambit of the communication and spread of the same data, to the nature of the data in our possession and their bestowal. The treatment of the personal data that You supply to WuBook Srl will be imprinted to the principles of correctness, legality and transparency and of protection of Your confidentiality and Your rights.

According to the article 13 of the Italian Legislative Decree no. 196/2003, we supply the following information: According to the article 13 of the Italian Legislative Decree no. 196/2003, we supply the following information:

- The data that You supply will be treated, in the limits of the general Authorization of the Guarantor n. 4/2004 and n. 7/2004.
- The data that You supply will be treated for the following purposes: purposes connected to the management of the ordinary business relationships; implementation of obligations deriving from laws, contracts, in fiscal matter; accomplishment of obligation fiscal and bookkeeping; consultant activity; administration of the justice; management of the contentious.
- As for the indicated treatment, the holder will be able to know the data defined as "sensitive" according with the Italian Legislative Decree no. 196/2003, i.e. those suitable to reveal ethnic and racial origin and, the religious, philosophical convictions or of other kind, the political opinions, the adhesion to parties, organizations, associations or religious, philosophical, political or trade-union organizations and the personal

data able to reveal the state of health and the sexual life.

- The treatment will be carried out with the following modalities: the treatment will be carried out in automated way through software and Your data will be stored on supports fully respecting the measures of emergency in order to protect Your confidentiality, according what is previewed by the Italian Legislative Decree no. 196/2003 (Treatment with electronic instruments).
- Communication and diffusion ambit. Your data, object of the treatment, will be communicate to: professionals who make treatments connected to the implementation of the administrative obligation, book keeping and managerial depending the the ordinary development of the activity; public authorities and administrations for the purposes connected to the implementation of obligation lawyers; Chamber of Commerce; subjects to which the transfer of Your data is necessary to the development of the activity, in relation to the obligations assumed in Your person; subjects to which the faculty to approach to Your personal data is recognized from law dispositions or secondary or communitarian law, and contractual; subjects to which the communication of Your personal data is necessary is depending to the management of our relationship; subjects, employee of WuBook, people in charge of the treatment.
- The subjects to which Your data could be communicate, will be treated as holders, in full autonomy, being strangers to the original treatment carried out from WuBook.
- Every further communication or diffusion will happen only after Your explicit consent.

The personal data are subdivided in two categories: obligatory and optional. The optional data are not marked with the star as they turn out in the recording procedure. The bestowal of the obligatory data and the relative treatment are closely connected to the execution of the services that You demands to WuBook. The communication of such data is indispensable but not obligatory, the eventual refusal does not have any consequence but the impossibility to obtain the service from WuBook. WuBook claims that an eventual wrong communication of Your obligatory personal data, has the following emergent consequences:

- the impossibility of WuBook to proceed to the connected implementations to the own activity, neither to manage the mutual relations correctly.
- the possible lack in the results correspondence of the same treatment to the obligation sets up from the fiscal, book keeping, administrative norm which it is addressed.

WuBook is adhered to Article 7. of the Italian Legislative Decree no. 196/2003 for the right of access to the personal data and for the other rights of the interested on the own data. WuBook assures that the supplied personal data will not be resold for no scope (business, market researches...), moreover through web, with the personal account, the interested has always the possibility to check and update directly the own data. The data demands, that are adequate and necessary to allow a good operation of the services, are maintained for all the duration of the contract and are canceled at the moment of the recess.

WuBook srl, via dell'Abbazia n. 7/1, Owner of data:

61032 Fano (PU), Italia. VAT Code: 02340220413, Website: <http://wubook.net>.

Underwriting the present Contract of General Conditions and Treatment of the Data, You agree to the treatment of Your data from WuBook according to of the Italian Legislative Decree no. 196/2003, according with the aforesaid informative, for all the duration of the present Contract.