

Wubook: Conditions of On line Booking Service

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

Introduction: With this Contract you, like our client, declare to understand all aspect and limitations regarding the services offered by WuBook and to find it suitable to your own necessities. With this contract you also understand that the on-line booking service offered by WuBook is based on quickly growing and changing technologies. WuBook as the right to modify all its functionalities and the way the services are provided to customer, whenever this is imposed by the new emerging technologies. This in the perspective of improving and optimizing the services, coherently to the state of the art.

Service Description. WuBook offers an on-line booking service for tourist accommodation as Hotel, Country Houses, Camping, Bed&Breakfast etc. The services are provided on-line only by the website: <http://wubook.net>. By using WuBook you can offer on your own website an effective on-line booking service. Thanks to WuBook and to its interface, the customer that will visit your own website has two different way to place the booking: in real-time or deferred. To let you customize the service organization, this can be chosen according to your personal needs. If you want to adopt the real-time method, you must subscribe our "Credit Card Service". This option can be activated for free by signing the specific contract available on your personal control panel. This option can be activated for free by signing the specific contract available on your personal control panel. WuBook does not put any constraint on the room configuration. By the control panel, you will be able to intuitively choose: the number of rooms that you wish to sell on-line, their typology, the prices, the optional discounts, the description of the offered services, the room photographs and of the hotel. The price of the rooms and of your services can be shown both in Euro and Dollars. The booking interface is available in six different languages: English, Spanish, German, French, Portuguese and Italian. This allows you to

offer an international service. The control panel is available in English and Italian. By its proprietary statistic system, WuBook allows you to monitor several useful parameters regarding the bookings. The service allows you to manage the discounts and particular ad-hoc solutions for travel agencies and customers by using "discount codes". These codes can be defined directly on your control panel. They can be used by the final customer to obtain the agreed discount simply by inserting them on the on-line booking page. The management of these "discount codes" is under your own responsibility. WuBook cannot know, use or modify your own codes. WuBook is not liable for any misuse of the codes or of any other improper use against your personal will. When a travel agency places an order to your hotel, WuBook will provide you its own generalities and IATA code. WuBook will also send you an email that will offer you the possibility of including this travel agency in a list of selected customers. This will also allow you to agree special discounts for the future booking whenever the same IATA code is used. All these aspects will be manageable by your control panel.

Independently by the way the customer will use to place an order, WuBook:

- Allows the customer the real-time and automatic verification of the room availability.
- Controls and shows the prices and the discounts chosen by you.
- Allows you to constraint the maximum number of rooms that you decide to sell on-line.
- Allows you to check the remaining room availability.
- Allows you to configure the rooms with pictures and descriptions.
- optionally allows the customer the real-time booking (this service can be activated by subscription).
- Send a confirmation email to the customer and to the hotel.
- Check the credit card validity by specialized algorithms (e.g. Luhn algorithm) as a warranty to the booking. However it must be noticed that, even if highly trustable, these algorithms are not sufficient to assert the validity of a credit card.
- Offer no additional cost on the transactions.
- Offer a reliable system to manage the privacy of your customers.
- Does not require any software installation.

WuBook is not liable of cancelled booking or of any other form of missed income that is not clearly and undoubtedly connected to its use.

Service term. After formal acceptance of the contract, after your account creation and payment, WuBook commits to efficiently and promptly activate the online booking service by entering your new structure.

The contract date is the service activation date. The current cooperation agreement has one year term and can be renewed. The contract is not automatically renewed and renewal must be explicitly made by the customer directly from his control panel on the site <http://wubook.net>. Payment must be made at least one day prior to expiration. Every year, one month prior to expiration WuBook will send you at least one email to remind you that renewal is needed; you are to confirm renewal from your control panel by paying the amount due for renewal so as to take advantage of services delivered for one more year. Directly from your control panel the date of contract expiration is always displayed and during the last week of the term, date will be highlighted so as to remind you that renewal is needed. If renewal fails the current contract and the associated services will be cancelled. Your WuBook subscription and your account do not depend on the service term thus you are allowed to interrupt the use of our online booking service as long as you like and to easily reactivate it, if you wish, from your personal control panel. Both parties can back out of the contract, as specified in the Contract General Conditions you have subscribed. If conditions occur, WuBook has the right to back out of the contract informing you by email that service is interrupted or cancelled. As a customer, you have the right to back out of the contract at any time without notice from your control panel. Once WuBook has received the contract cancellation, the service will be cancelled according to technical and operational needs. Returns and refunds are not processed.

Payment modes and service prices. The price of the online booking service provided by WuBook is established on an annual basis. Activation costs of annual service can vary from year to year; you can monitor and learn cost changes directly on the WuBook site. This ensures clearness and transparency for the entire contract term and before renewal. The email you will receive one month prior to contract expiration and possible renewal will clearly show the reference price as well. According to WuBook philosophy, activation costs will always be competitive. Full payment to WuBook will be made by the customer when subscribing the present contract. WuBook will issue a standard numbered invoice when payment is received and will confirm the service activation. If payment is made by money transfer or by any other payment mode accepted by WuBook but involving a longer period before receiving total actual payment, WuBook extends the maximum waiting time to one month; when a month expires, if payment has not been received WuBook will cancel the service activation request for your structure. If payment fails, the present contract you have subscribed will be considered as no longer valid by WuBook; WuBook reserves the right to not activate the service. If you decide to back out of the contract before the annual expiration of the services you paid for the entire year, no money will be returned or refunded to you. Payments you made cover

one year and they cannot be modified earlier than the annual expiration even though WuBook changes prices for the same service.

Conditions of Online Credit Cards Service.

Introduction. By accepting the following conditions you can take advantage of the Credit Cards service made available by WuBook. In particular, by accepting the present contract on the subject you will be able to choose for your structures the online booking mode in real time. Your customers can use their credit cards as a guarantee and confirmation of the online booking; the page issued by the system will represent a valid document for taking advantage of the services you chose. On the other hand the Credit Card we provide guarantees the customers correct behaviour. No credit card will be required whether the online booking model is extended, that is it needs your confirmation for every booking request.

Service description. In order to manage Credit Cards and their use, You are to provide one more password. This password will be used for creating a cryptographic key of your Credit Card when booking, by using an asymmetrical algorithm with public and private key, with safety standards similar to the bank standards. Thus in order to cryptograph Credit Cards your intervention is not required; however the password you provided when you activated the Credit card service is needed to display the credit cards. Wubook does not keep your password so that only you will be able to read your customers Credit Cards. As a consequence, if you forget the password, Credit Cards data cannot be recovered. In this case a new password needs to or can be created, notwithstanding the Credit Card old data can by no means be recovered.

Please note that when booking online no payment is made as the Credit Card system, is created and exists as a sole guarantee of the online booking.

The anatomy of the Credit Card is verified through the so called Luhn algorithm. Among Credit Cards only those for which the above mentioned algorithm validations can be performed are accepted: Visa, MasterCard, American Express, Discover, Enroute, Jcb, Diners and their subfamilies. Please also note that the control positive result does not imply the Credit Card authenticity although this discrepancy is absolutely unlikely to happen. Consequently to what has been written herein, You agree on:

- WuBook does not guarantee the Credit Cards authenticity notwithstanding the algorithms used for validating their anatomy are technologically advanced compared to the present state of the art.
- WuBook cannot have access to its customers Credit Cards.
- WuBook cannot provide you with Credit Cards used for booking.

- You are fully responsible for the possible transmission of your customers Credit Cards - whether the transmission cause can depend on WuBook use - as you are the only person who knows the password for decryptographing them.
- WuBook does not provide any service for collecting payments or penalties due by your customers. You are fully responsible for Credit Cards activation and management.
- WuBook is entirely relieved from possible contentious procedures concerning Credit Cards between you and your customers.

Customer Service. As an exclusively online service, WuBook through its site <http://wubook.net>, directly provides technical support and help by email if needed. Assistance is completely free of charge and WuBook will meet any need within 48 hours.

The Customer is bound to.

- Allow WuBook to make a statistical analysis based on its structures data and possibly to publish it on the site <http://wubok.net> whether the publication does not damage the customer anonymous data.
- Consider legitimate and reliable the information tracked by WuBook concerning the configurations you made in your structure.
- Consider that WuBook cannot intervene in your personal configurations, for modifying and/or cancelling them.
- Accept that the email chosen for each structure will be displayed during the online booking process.
- Consider yourself the only person responsible for managing and treating your customers data. To act in observance of legislative decree 196/2003 for the herein treatment forbidding publication or sale to third parties and the use of customers personal data for business purposes.
- Consider yourself the only person who can cancel a booking made by a customer, thus declaring that WuBook cannot be considered responsible for it.
- Consider yourself the only person responsible for possible discrepancies between what you defined online and what offers the accommodation service you have booked.
- Relieve WuBook from possible claims and problems between you and your customer or third parties.
- Update and change data concerning your accommodation service, ensuring an efficient and logical online booking service use provided by WuBook.

- Consider WuBook not responsible for mistakes or not updated data concerning the accommodation service you provided.

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

Conclusion. The present contract is deemed to be interpreted and governed in observance of the Italian Law. Those subjects which are not explicitly governed by the present contract will be ruled according to the provisions of the Civil Code.