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last update: 20/08/2018

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General Terms and Conditions of Use of the savebybooking.com platform

Conditions and Services

Save By Booking s.r.l is the company that owns and manages the websites:

www.savebybooking.com, www.savebybooking.it, www.savebybooking.co.uk, www.savebybooking.pl and connected domains (for simplicity hereinafter referred to as "*savebybooking.com*").

Access to and use of *savebybooking.com* are governed by these terms of use ("*General Conditions of Use*").

Access to and use of this website presupposes the reading, knowledge and acceptance of :

- [General Conditions of Use](#) (for buyers / sellers)
- [Privacy Policy](#) (for buyers / sellers)
- [Purchase Terms](#) (for buyers)
- [Sale Terms](#) (for sellers)
- [SERVICE CONTRACT FOR PROMOTION, RESERVATION AND SALE OF PRODUCTS with Holder of VAT](#) (for sellers)

For information on the use of web tracking systems, such as cookies or javascript code used on the Website, refer to the regulations contained in the [Privacy Policy](#).

Save By Booking S.R.L., ("*Save By Booking*") is an Italian company with registered office in *Corso Buenos Aires 60 - 20124 Milan (MI), registered at the Companies Register of Milan n. REA MI- 2020392; with social capital of Euro 30.000,00 (fully paid) ; C.F., VAT number and REGISTRATION TO THE COMPANY REGISTER OF MILANO n. 08361770962. Address PEC: SAVEBYBOOKING@LEGALMAIL.IT Tel: +39 0256567231.*

The services to which the user can access through the website, as well as any new use of the same with respect to their current use, such as the launch of new services by *Save By Booking*, will be subject to the General Conditions of Use . The user acknowledges that *Save By Booking* does not assume any responsibility for the availability and use of the services .

Remember that you can always contact *Save By Booking* by e-mail info@savebybooking.com through the "[CONTACTS](#)" section on the Website. *Save By Booking* will not send advertising and / or similar content via e-mail, newsletters and communications without first obtaining the explicit consent of the user.

We suggest that you consult our [Privacy Policy](#) for information on our data collection and processing practices and for any other legal information you may need to know. *Save By Booking* may modify or simply update, in its sole discretion, in whole or in part, these *General Conditions of Use* as well as the documents referred to in them.

The updated version will be freely downloadable to users on the *savebybooking.com* home page as soon as they are adopted and will be binding as soon as they are published on the website. We therefore ask you to regularly access this section to check the publication of

the most recent and updated General Terms of Use of *savebybooking.com*.

Please note that the *General Conditions of Use* are subject to the regulation contained in the Legislative Decree. September 6, 2005, n. 206 ("Consumer Code") and in DIRECTIVE 2011/83 / UE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 25 October 2011.

Remember that when you make a purchase, you acknowledge and accept the conditions set out in this agreement in full and unconditionally.

We therefore invite you to read this agreement carefully before starting the purchase process.

Our activity

Save By Booking owns this website and manages its centralized marketing platform (which includes this Website, mobile applications and others) where we activate for our local affiliates and PRODUCERS selected by us (collectively: "SELLERS ") the possibility of inserting products and assimilable into genre suitable to be managed with LOT sales after reaching a LOT of purchase equal to an optimal production LOT. As a platform provider, we make possible and facilitate reservations and subsequent transactions to a possible PURCHASE ACTIVATION. If you make a purchase from a seller displayed on our Website, your own rights and obligations related to the purchase are subject to the terms of sale of the PRODUCER.

We never act as a buyer and never as a producer. We provide a place to make reservations and where the PRODUCERS can showcase their offers and if the lot has been reached within the defined time frame: conclude transactions for which we receive and process payments. Consequently, the contract relating to the purchase of PRODUCTS at the time of ACTIVATION OF THE PURCHASE, will be concluded exclusively between the CUSTOMER and the PRODUCER.

At the moment when the CUSTOMER purchases a PRODUCT, a contract will be concluded between the CUSTOMER and the company that from time to time directly provides the PRODUCTS ("SELLER") (see the [terms and Sale Terms of the PRODUCER](#) for further details attached to the purchase itself).

The PRODUCER will be responsible for the sale, shipping and handling of any claim from the buyers or any other problem arising from or connected to the contract between CUSTOMER and PRODUCER, even if *Save By Booking* as PROMOTER will be able to intervene to facilitate the resolution of all the problems that may arise.

Terms and conditions of use of the *savebybooking.com* platform

Our commercial policy

Save By Booking mission is to connect directly CUSTOMERS (Consumers) and PRODUCERS (Sellers) with a BOOKING (Reservation) logic before the production-programming, to reach a LOT (N. / Quantity of Products) of purchase in order to offer the best PRICE-QUALITY RATIO eliminating a whole series of waste and optimizing energy and resource savings during production, transport, marketing and storage activities. All this is possible thanks to a dynamic marketing method, which with a system of self-promotion rewards the first CUSTOMERS who favor the dissemination of offers.

By grouping a certain number of purchases, equal to an optimal production LOT, it becomes possible to implement significant savings and transfer these advantages to the consumers themselves, favoring the qualitative contents of the products.

The goal of *Save By Booking* is to offer a website where CUSTOMERS can RESERVE and purchase PRODUCTS according to the previously illustrated methods, in the real respect of an eco-friendly world, without wasting energy and resources.

As a CUSTOMER we mean every subject interested in using *savebybooking.com* for research and possibly to make RESERVATIONS and / or PURCHASES of PRODUCTS offered on the WEBSITE itself.

Otherwise, *Save By Booking* will have the right not to take into account RESERVATIONS / PURCHASES on *savebybooking.com* coming from subjects who do not use the Website in an appropriate way.

Having a rewarding system of booking / purchase on the first price ranges is limited to the possibility of multiple bookings on the same price range to avoid misuse of the service.

Scope of Use and Prohibitions

You can access the Website exclusively through our app, via standard and mobile web browsers and similar applications for end users, but you are not allowed access through robots, spiders, offline readers, search or find applications, or other devices , tools or processes, manual or automatic, to find, index or perform data mining on our Website, also by scraping or spidering. By way of express derogation from the foregoing, but this waiver is revocable at any time by us, the public search engine operators may use spiders to copy materials from the Website for the sole purpose of creating public indexes of the materials, but not to create caches or archives of such materials. We reserve, in our sole discretion, the right to prevent any person from using the website *savebybooking.com* and similar domains and the Service (or part of them) in an improper manner.

Registration and Obligations

To access most of the features (eg BOOKING - BUY - SELL - CREATE WISH, ASSIGN "LIKE",) of our Service you will need to register.

Registering as a CUSTOMER will allow you to monitor your bookings, your purchases, your desires and to have easy access, without having to enter your information every time you want to RESERVE a PRODUCT.

To register as a CUSTOMER, you must provide us with:

- Email address
- Language
- City
- Password
- Consent to [Privacy Policy](#)
- Consent to these Terms of Service or Terms of Use
- Consent to [Purchase Terms](#)

At the end of the procedure you will receive an email with the link to click to activate the CUSTOMER account.

To RESERVE / PURCHASE you must provide us with the following mandatory data for the shipment of the PRODUCT:

- Name:
- Surname:
- Address:
- City:

- Country:
- State / Province:
- Postal code:
- Phone:

We reserve the right to reject a new REGISTRATION or cancel an account at any time and verify email addresses to validate your accounts in case we believe that invalid email addresses have been used.

In the case that results are email addresses that have been registered with the temporary e-mail address, they can be canceled by us without notice.

We reserve the right to terminate the account of any user who violates this AGREEMENT and terms of use, including in cases where you find that a user is using proxy type Internet Protocol (IP) addresses to try to hide the use more than one Registration account, or pretend to be located in a different country from the one in which it actually resides, or cause in any way disturbances to the functioning of the Website or the Service.

If you use more than one login, in case we decide to take action against you in any way, we can take action against all your accounts.

Please note that during the registration process, you will also need to provide us with your password and password. You must keep it confidential and notify us immediately if any unauthorized third party becomes aware of it or in the event of any unauthorized use of your e-mail or other breach of safety you know.

With this REGISTRATION you accept the fact that *Save By Booking* will not be responsible in any way in the event that a person in possession of your password uses and / or carries out transactions through our Service and our Website. Please keep in mind that , in cases where you fail to keep your password reserved, you will be entirely and exclusively responsible for the consequences that such action entails.

You warrant that all information provided at the time of Registration and contained in your account during the term of this Agreement is true, complete and updated and that you will promptly inform us of any changes in such information by updating the information within your account.

It is your responsibility to verify that the PRODUCTS or the information made available through the Website object of your activities meet your specific needs.

The Service and use of the Website do not include the provision of a computer or other equipment necessary to access the website or service. To use the website or service, you will need internet connectivity and appropriate telecommunications services. We will not be responsible for telephone connectivity costs or telecommunication or for any other cost you will have to pay.

By way of example and not exhaustive, you agree not to use or allow anyone to use the *savebybooking.com* website for:

1. send or receive materials that are rude or unpleasant;
2. send or receive materials that are intimidating, severely offensive or indecent, obscene or threatening, blasphemous or defamatory to any person, constituting contempt of court or breach of confidentiality, copyrights, rights of the personality, rules on advertising, privacy or any other rights of third parties;
3. to publish, send or receive materials for which you have not obtained all the necessary licenses and / or approvals (by us or by third parties, according to the cases); or that constitute or encourage conduct that would be considered crimes, which would give rise to civil liability or would otherwise be contrary to the law of any country in the world or violate third party rights in any country in the world;
4. to send or receive materials that are technically harmful (including computer viruses, logic bombs, Trojan horses, worms, malicious components, corrupted data or other malicious software or malicious data);
5. to cause unjustified disturbance, accidents or disturbances;
6. to intercept or attempt to intercept communications transmitted via telecommunications systems;

7. for a purpose other than that for which we designed them or for which we have intended them;
8. for any fraudulent purpose; or in any way that, premeditatedly, incites hatred against any ethnic, religious or other minority or is otherwise, premeditatedly detrimental to any person, physical or legal, or group.

The following uses of the Website are expressly prohibited and you undertake not to carry out (and not to allow others to do) any of the following activities:

1. resell the Service or the Website;
2. provide false data, including false names, addresses and contacts and fraudulently use credit or debit card numbers;
3. attempt to circumvent our security measures or violate our network, for example by accessing data not intended for you, by logging into a server or an account that you are not expressly authorized to access or probe the security of other networks (for example via port scanning);
4. access the Service (or the Website) or perform any other activity in such a way as to subject our infrastructure to an unreasonable or disproportionate workload;
5. perform any form of network monitoring that intercepts data not intended for you;
6. send unsolicited emails, including "junk mail" or other advertising material to people who have not specifically requested them. You are expressly forbidden to massively send large amounts of unsolicited email ("bulk mail") , including the sending of bulk mails related to commercial advertising, promotional or informative advertisements and political or religious censuses. These materials can be sent only to those who have specifically requested them. If a recipient asks not to receive more emails of this kind, you will no longer be able to send an email to this person;
7. create or continue "chains of letters" or other "pyramid schemes" of any kind, regardless of whether the recipient desires, or not, to receive such messages;
8. sending malicious emails, including sending excessively high amounts of email to a user or a Website;
9. interacting or conducting transactions fraudulently with us or with a Partner (including interacting or carrying out transactions stating to do so in the name and on behalf of a third party when you do not have the authority to bind such third party or deceptively presenting yourself as a third party) ;
10. use the Service or the Website (or any relevant functionality of one of them) in violation of this Agreement;
11. use the information contained in the headers of emails in an unauthorized manner or falsify such information; or undertake any illegal activity in connection with the use of the website and / or service.

If you use (or otherwise, with your permission, use) the website in violation of this AGREEMENT, we may suspend, in whole or in part, your ability to use the website. If we suspend your access to the website, we may refuse to restore it until we receive assurances from you, in a form that we deem acceptable, that no other breach of the provisions of this AGREE will occur.

Save By Booking will cooperate fully with all the competent authorities, including the judicial authorities, if they order or require *Save By Booking* to communicate the identity or the location of anyone who violates this Agreement.

Without prejudice to what is established elsewhere in this AGREEMENT, we have, immediately and at any time, the right to, in whole or in part:

1. suspend the website;
2. suspend your ability to use the website;
3. suspend the possibility of using the website by people we believe to be connected (in any way) to you; and / or immediately resolve this AGREEMENT if:
 - a. you violate this AGREEMENT in any way;

- b. *we suspect, on reasonable basis, that you have committed, you may commit or commit a violation of this AGREEMENT; or we suspect, on reasonable basis, that you may have committed or commit fraud against us or any other person. Notwithstanding the provisions elsewhere in this AGREEMENT, we can resolve this AGREEMENT at any time.*
Our right to terminate this AGREEMENT does not affect all our other rights and remedies available to us in connection with any violation or in relation to the rights, obligations or liabilities accrued prior to termination.

Communications and some privacy notes

Save By Booking can send to the USER administrative content email and information related to the activity of your REGISTRATION / BOOKING / PURCHASES account that you have made / STARTING "OFFERS" for which you have shown interest / CREATION OF "DESIRES" / STARTING "DESIRES" you have ASSIGNED "I LIKE" and updates about our website and Service. Promotional content will be sent to you only in the REGISTRATION phase you have consented to sending newsletters and communications for direct marketing purposes through email (**You can choose not to receive any more promotional emails at any time by clicking on the unsubscribe link where it is present or send an email to gdpr@savebybooking.com or by mail** by writing to *Save By Booking SRL* with registered office in *Corso Buenos Aires 60 - 20124 Milan (MI), Italy*). If you intend to browse the website *savebybooking.com* and use the services of the website that require the provision of personal data, please read carefully the [Privacy Policy](#) under the GDPR 2016/679 (General Data Protection Regulation) that applies in the in case the user accesses *savebybooking.com* and use the related services. The Privacy Policy helps you to understand how *savebybooking.com* collects and uses personal data and for what purposes.

No waiver by us to act against any breach by you under this AGREEMENT shall be effective or may be construed as a waiver of our part to act against any future breach, which is of similar or different nature.

Any delay or another form of tolerance or concession by us towards you will not have the effect of freeing you or discharging you from your Responsibility, nor will it influence your Responsibility in any other way under this AGREEMENT. Except as otherwise established in this AGREEMENT, communications to be made to the other party must be made in writing and delivered by hand, by email, as well as (in cases where you send communications with a legal purpose and // or judiciary) sent by fax or prepaid mail, to you at the address you have provided or to us at our registered office.

Contents and Limitations of the Responsibilities of Save By Booking

Save By Booking always engages in a correct and planned way in its activities and indicates that you will be the one and only responsible for the use of *savebybooking.com* and its contents.

In fact, *Save By Booking* can not be held responsible for any use that does not comply with the laws in force that users make of the website and its contents.

To provide a legal basis in this regard, we guarantee that we will use reasonable care and skill in the execution of our obligations arising from agreements with CUSTOMERS / PRODUCERS / TRANSFORMERS and we will not disregard any professional diligence rules in performing our activities and fulfilling our legal obligations.

The will of *Save By Booking* in terms of overall LIABILITY is to implement remedies relating to the fulfillment, non-performance, the alleged performance or non-execution of this AGREEMENT, the service, the website or any RESERVATION-PURCHASE or part of them; or in any case in relation to this agreement or to the conclusion or execution of the same.

With the exception of LIABILITIES that can not be excluded or limited under applicable law (such as in cases of fraud or damage caused by intent or gross negligence), our total LIABILITY towards you or against any third party will in no circumstances exceed the value of your PURCHASE.

Although we are proud of our professionalism and try to improve our control methods day by day, no one excludes that in rare cases, we can make mistakes and despite having excluded in some cases our legal responsibility for errors and omissions if we notice a relevant error we will not fail to contact you with indications concerning the modification or cancellation of your BOOKING-PURCHASE. Both in cases of our mistake and in others, that you may report us, if the description on the website is essentially incorrect for any reason and you wish to cancel your BOOKING-PURCHASE we will not fail to evaluate option of refund of the purchase price (using the same payment method you used for PURCHASE). You will be the one and only responsible for the communication of information and data incorrect, false or related to third parties, without these have expressed their consent, as well as in consideration of incorrect use of the same. The user will be solely responsible for the evaluation of the information and the content obtainable through the website. The website and all the information and contents published in it may be modified at any time and from time to time and without notice.

Since any material will be downloaded or otherwise obtained through the use of the service at the user's choice and risk, any responsibility for any damage to computer systems or loss of data resulting from the user's unloading, falls on the user himself and it can not be imputata a *Save By Booking*.

Save By Booking declines any responsibility for any damage resulting from the inaccessibility to the services on the website or from damage caused by viruses, corrupted files, errors, omissions, service interruptions, deletions of contents, problems connected to the network, providers or connections telephone and / or telematic, to unauthorized access, to alterations of data, to the failure and / or faulty operation of the electronic equipment of the user.

The user is responsible for the safekeeping and correct use of their personal information, including the credentials that allow access to the reserved services, as well as any harmful consequences or prejudices that may arise from *savebybooking.com* or third parties. following the incorrect use, loss, subtraction of this information.

Contents of *Save By Booking*

Save By Booking has taken every possible precaution to avoid the publication on the *savebybooking.com* website of contents that describe or represent scenes or situations of physical or psychological violence or such that, according to the sensitivity of the users, can be deemed prejudicial to civil convictions, human rights and the dignity of people, in all its forms and expressions. In any case, *Save By Booking* does not guarantee that the contents of the website are appropriate or lawful in other countries, outside of Italy. However, if such contents are deemed unlawful or illegal in some of these countries, please avoid accessing our website and if you chose, in any case, to access them, we inform you that the use you decide to make the services provided from *savebybooking.com* will be of your exclusive and personal responsibility.

The contents of the website may have inaccuracies or typographical errors. We will use

reasonable effort to correct all errors and omissions as quickly as possible after they have been warned.

Save By Booking can not under any circumstances and for any reason be held responsible for any inaccuracies and errors or damage caused or resulting from the trust created by users on the basis of information obtained from the website or through it. The user will be solely responsible for the evaluation of the information and the content obtainable through the website. The website and all the information and the contents published in it may be modified at any time and from time to time and without notice.

Furthermore, *Save By Booking* can not guarantee users malfunctions due to Internet connection. We recommend that you contact your Internet service provider or check that each device for Internet connection and access to web content is working properly, including your Internet browser. Although *Save By Booking* will try to do everything possible to ensure continuous access to the website, the continuous change of the Internet and its contents, may not allow *savebybooking.com* to operate without suspensions, interruptions or discontinuities due to the need to make updates to the website.

Save By Booking has adopted appropriate technical and organizational measures to safeguard the security of its services on *savebybooking.com*, the integrity of traffic data and electronic communications with respect to forms of use or unauthorized disclosure and to avoid risks of dispersion, destruction and loss of data and of confidential and non-confidential information relating to its users, present on *savebybooking.com*, or unauthorized access, or not compliant with the law, data and information.

We reserve the right to change, replace, suspend or remove, from time to time and without notice, any information, or Service present on the website or part of the service. We do not guarantee that the *savebybooking.com* website is free of viruses or any element that may have detrimental effects on any technology.

Although we will try to allow uninterrupted access to the website, access to the Website may be suspended, restricted or interrupted at any time. Your access to the Website may also be occasionally limited to allow us to carry out repairs, maintenance or introduce new features or services. We will try to restore access as quickly as reasonably possible. We also reserve the right to block access to any material and / or to remove any material that in our reasonable judgment may give rise to violations of this AGREEMENT.

Industrial and intellectual property

The names of the products published on this website or the companies mentioned, even if they are not indicated with the identifying symbol of the trademark registration, are trademarks owned by third parties and are protected by the trademark law (Legislative Decree 30/2005 and subsequent changes and additions) and the rules on unfair competition.

Any use of these trademarks is expressly forbidden without the prior written consent of the relative owner and, in particular, it is forbidden to use them in such a way as to create confusion among consumers regarding the origin of the products or for purposes of sponsorship, as well as in any way such as to degrade and discredit the trademark owner. All rights that are not expressly granted are reserved to the trademark owner.

Ownership, property rights and intellectual property rights of and on the content accessed by using the Website are the property of its owner or PRODUCER and may be protected by copyright or other regulations. This AGREEMENT does not give you any rights to such content.

All materials that you transmit, publish or send to *Save By Booking* will be considered (and may be treated by us as) not reserved and not owned by anyone, in compliance with our obligations under the legislation on the protection of personal data. Whatever you

provide us by any means (eg via email, through the website or otherwise) you grant us a free, perpetual, irrevocable and non-exclusive license to use, copy, modify, adapt, translate, publish and distribute all over the world such materials for the purpose of managing the Website and providing the service.

Links to other websites

This website may contain links to other Websites (the "links") that have no connection with *savebybooking.com* or that are not websites managed by *Save By Booking*. *Save By Booking* does not control or perform monitoring operations on these websites and their contents.

Save By Booking can not be held responsible for the contents of these Websites and the rules adopted by them with regard to their privacy and the processing of your personal data during your navigation operations. Therefore, please pay attention when you connect to these websites through the links on *savebybooking.com* and carefully read our [Privacy Policy](#) under the GDPR 2016/679 (General Data Protection Regulation) and their terms and conditions, use and privacy regulations.

We remind you, in fact, that these *General Conditions of Use* and the [Privacy Policy](#) of *savebybooking.com* do not apply to websites managed by other subjects other than *Save By Booking*.

savebybooking.com provides links to other websites solely to facilitate its users in disseminating information, browsing for information and for facilitating hypertext links on the Internet to other websites.

The activation of links to websites that do not have links to *savebybooking.com* or that are not managed by *Save By Booking*, does not imply any recommendation or notification of *Save By Booking* for accessing and browsing these websites, nor any guarantee regarding their contents, services or goods supplied by them and sold to Internet users.

Links to the *savebybooking.com* website

The activation of links FROM and TO *savebybooking.com* that are publicly accessible must be previously approved by *Save By Booking*.

In any case, direct links to your website and from *Save By Booking* will not be allowed if the applicant, who intends to activate the link to *savebybooking.com*, has in the past adopted unfair commercial practices or not in compliance with the uses of the sector or actions of unfair competition against *savebybooking.com* or when *Save By Booking* specifies that these behaviors can be adopted, in the future, or again when the applicant has adopted, in the past or it is feared that it can adopt them in future, discrediting actions *Save By Booking*, your own *savebybooking.com* website or your services. In any case, the activation of deep hypertext links (such as deep frames or deep links) to *savebybooking.com* or the unauthorized use of meta-tags is prohibited, without the consent of *Save By Booking*.

Limitation of liability and compensation

In addition to what is indicated in other parts of the *General Conditions of Use*, *Save By Booking* can not be held responsible in any case for any damage deriving from the use or inability to use the website, contents, information or connected to the quality of the same.

Applicable law and settlement of disputes

The *General Conditions of Use* are governed by Italian law.

In the case of disputes arising from the *General Conditions of Use* between *Save By Booking* and each of its end users, *Save By Booking* guarantees, as of now, full acceptance and acceptance of the RisolviOnline conciliation service.

RisolviOnline is an independent and institutional service, provided by the Chamber of Arbitration of the Milan Chamber of Commerce, which allows to reach a satisfactory agreement, with the help of a neutral and competent conciliator, in a friendly and secure way, on the Internet. For more information on the regulation of *Risolvi Online* or to send a request for conciliation, log in to *RisolviOnline* (<http://www.risolvionline.com/index.php>).

Customer Care

Contact directly the Customer Service of the WEBSITE of your interest through Email address: info@savebybooking.com or Tel: +390256567231 (active from 15.00 to 19.00 from Monday to Friday).

For any other legal information, consult the section [savebybooking.co.uk → Privacy Policy](#).

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