TERMS AND CONDITIONS

1 - The contract with Wingù S.r.l.s. .

1.1 The use of the platform "Tourist Experience" (hereinafter also "platform") and any other product, software, data feed, and services (on the whole also also "the Service") provided to the user through the Application and/ or the website www.touristexperience.net are subject to the terms and conditions of a binding contract between the User and Wingù S.r.l.s., P.IVA/ VAT 08916271219, with legal residence at Via dell'Epomeo n° 246, 80126 Napoli - Italy (hereinafter also "Wingù").

1.2 The contract between the User and Wingù is constituted by: (A) the terms and conditions indicated in this document; (B) the Privacy Policy of Tourist Experience, altogether defined as the "Terms".

1.3 The terms constitute a legally binding agreement between Wingù and the user in relation to the usage of the Service by the user. It is of fundamental importance to fully read and agree to the terms of this document before using the Website and Service.

1.4 The Terms apply to every user of the Service, included the users that insert or upload content onto the Service. The term "Content" includes: textual content, software, script, graphic elements, photographs, images, along with auditory content, videos, audio-visual combinations, interactive functions, and other materials visible on the Website, or accessible by the user on the Service.

2. Terms acceptance.

2.1 Before being able to use the Service, the user must accept the Terms of this Agreement. The Service may only be used after the Terms are accepted.

2.2 The user acknowledges and accepts that Wingù considers usage of the Service by the user as an acceptance of the Terms from that moment onwards.

2.3 Wingù may request from the user an express acceptance of the Terms to which usage of offered services is conditioned.

2.4 Users must have legal capacity under the law of Italy to enter into contract with Wingù. Under any circumstances, the Terms may not be accepted and the Service may not be used by those Users: (a) who are not on legal age under the Italian law in order to enter in contract with Wingù, or (b) whose is forbidden, or in other way legally inhibited to use or receive the

Service under the Italian Law or under the origin Country, or the Country from which they access and/ or use the Service.

2.5 Wingù requests all users to print and/ or save a copy of the Terms in a secure location. In any case, an updated copy in .pdf of the Terms will be always available on the website "www.touristexperience.net" and/ or in the Application.

3. Alteration of the Terms.

3.1 Wingù may periodically update and amend the Terms and Conditions of this Service Agreement without notice. Therefore it is advisable to periodically check the Terms for possible variations.

3.2 in case of denied acceptance of any successive update of the Terms, the use of the Service has to cease. In case the User keep using the Service after the publication of any variation, the use will be considered as acceptance of the modifies.

4. Definitions.

4.1 "Service" means the set of and functions available for users by: (a) the Website www.touristexperience.net and other Wingù sites or co-branded/ licensed products (included subdomains, international and mobile versions and widgets); (b) the Tourist Experience Platform; (c) the social plug-in; (d) other supports, software (as tool bar), devices or existing networks or future ones.

4.2 "Platform" means the totality of API and services (e.g. contents) which allows others, like application developers and website managers, to recover data from Tourist Experience and to provide Tourist Experience with data.

4.3 "Information" means the facts and the information about the user.

4.4 "Contents" means the totality of what is uploaded and/ or published by the users on Tourist Experience, (e.g. advertisement, comments, photos, etc.), comprised the information that the user or others can recover from, or provide to, Wingù by the Platform and that are not included in the definition of "Information".

4.5 "Upload" or "Protect-Post" is defined as the action of uploading data on Tourist Experience and/ or making data available through Tourist Experience.

4.6 “Usage” is defined to mean: to use, copy, execute or publically expose, distribute modify, translate and create derivative works.

4.7 “User” means an user that has signed/ accepted the Terms proposed by Wingù and use the provided Service.

4.8 “Application” is meant any application or website that uses or accedes to the Platform, and also any other element that receives or has received data from Tourist Experience.

4.9 “Local” means an user who offers touristic services through Tourist Experience.

4.10 “Intermediary” means an user, expressly authorized by Tourist Experience, who reserves for other users touristic services offered by locals.

5. Usage of Tourist Experience.

5.1 The User commits to:

- Not provide fake personal data on Tourist Experience or reverse on behalf of third people without authorization;
- Keep own personal data be always correct and updated;
- Not transfer to thirds the reservations made;
- Not transfer to thirds our experience proposal.

6. The Service provided by Tourist Experience and distributing system.

6.1 Tourist Experience facilitates the meeting among demand and offer about tourist services provided by local artisans, defined "Locals." The published services concern recreational activity strongly linked to the geographical zone of origin. In the pages of detail of every service there are the information in order to reserve and enjoy it.

6.2 As provider of the Service, Wingù facilitates the transactions that can occur on the Platform. It is specified that every single transaction produce a binding contract between only the seller by on side, and only the buyer by the other side. Wingù remains extraneous to said contract, being only an intermediary.

6.3 At the light how how much precised in art. 6.2, Wingù does not have any liability about the contract and its correct execution. The seller is the only liable about the sell of the services and the management of the disputes with the buyer.

6.4 When reserving the service, the User will have to pay the entire sum as indicated on the referred web page. This sum will comprehend both the payment to the local and the fee for using Tourist Experience's services, eventual intermediary included. Therefore, the User has not to pay any additional sum.

6.5 It is possible to ask for a refund, equal to the 80% of the payment made, only when the cancellation is made until 24 hours before the experience reserved begins. After this deadline, there will be no refund.

7. General limitations on the usage.

7.1 Wingù, with the current agreement, authorizes the user to accede and use the Service, subordinately to the following conditions, and the user accepts that his/her breach, including omission, of any of the following conditions will constitute a violation of the Terms::

- It is not allowed to distribute any part(s) of the Website or of the Service, included, for example but no only, the Contents, by any means without the Wingù written authorization;
- It is not allowed to modify or to alter any part of the Website or any Service;
- It is not allowed to elude (or to try to elude), to disable, or in any other way to interfere with any element connected to the Service security or elements which (i) prevent or limit the usage or the copy of Tourist Experience Contents or (ii) apply applications to limitations connected to the usage of the Service or to the content accessible through the Service;
- It is not allowed to use the Service for any of the following commercial usages, without the previous written authorization from Wingù: the sell of the access to the Service; the sell of advertisements, commercials, sponsoring or promotions placed on or into the Service or the Contents; the sell of advertisements, commercials, sponsoring or promotions on any page of a blog qualified to show advertisements or on a website containing the Contents diffused by the Service, apart from the case that different materials, obtained independently from Tourist Experience, appear on the same page and have such a value to justify these sells;
- It is not allowed to collect any personal data about the users of the Website or of any Service;
- It is not allowed to use the Website or the Service (included the comments and the configurations of the e-mail on the Website) to request commercial businesses or

businesses connected to any commercial activity, if not in the way expressly planned and provided on the Platform;

- It is not allowed to accede to the Contents to different ends from the ones clearly allowed and authorized by Wingù through the normal functionality of the Service;
- It is not allowed to copy, reproduce, distribute, transmit, diffuse, visualize, sell, grant a license or use, in any way, the Contents for any ends different from the ones clearly described by Wingù without the previous written permission from Wingù or from the respective grating licence of the Contents..

7.2 The user accepts and conforms to all the dispositions of the Terms for the whole duration of the Service usage.

7.3 Tourist Experience undergoes continuous innovation in order to offer the best possible service to its users. The user acknowledges and accepts that the form and nature of the Service provided by Wingù may change, from time to time, without previous communication.

7.4 As fundamental part of this continuous innovation, the user acknowledges and accepts that Wingù may interrupt (in temporary or permanent way) to provide the Service (or of any element into the Service) towards him/ her, or towards users in general, at only Wingù discretion, also without any forewarning. It is possible to cease the use of the service in any moment.

7.5 The user accepts to be exclusively liable for (and that Wingù does not have any liability towards him/ her or towards third parties) any violation of his/ her obligations according to the Terms, and for the consequences (included any loss or damage that Wingù may suffer) of such a violation.

8. The upload of services and contents.

8.1 The services advertised on Tourist Experience belongs to business owners who, as established by the following art. 8.5, do accept the Service and do expressly declare to be in possess of all the authorization provided by the Italian Law in order to legally carry on its own business activity. These business owners are different subject by the provider of the Service.

8.2 Wingù is not liable about the control and the check of the necessary legal requirement established by the Law in order to carry on the up mentioned business activities, nor about the content of the products uploaded, nor offers warranties on the services advertised.

8.3 It is allowed to upload reviews, comments and others contents, provided that the contents are not illegal (ie: indecent, unauthorized, defamatory, break people's privacy, break intellectual property rights, spamming, etc.). It is forbidden the usage of a fake e-mail address, or pretend to be another person or subject, or to lie in any way about the origin of a product, service or any other content.

8.4 Wingù reserve the right, but do not take on the duty, to remove or modify every content judged not allowed by these Terms. If the Users, or anybody else, believe that a content or an advertising is defamatory or constitutes violation of any intellectual property right,it is possible to send a warning to the following e-mail address: e-mail info@touristexperience.net, in order to allow the opportune check.

8.5 The User who asks the advertisement of its service and wish to sell it to other Users, contemporaneously expressly declares to be in possess of all the authorization required in order to legally carry on of its business activity. Moreover, in case the service are provided inside real estates or business buildings, the User/ seller declares that these estates/ buildings are equipped of all safety installation provided by the Law. Finally, the User/ seller declares that, in the moment in which the service is advertised, the related uploaded content faithfully reflects the features of the product/ service offered.

9. Contents.

9.1 Each User can insert Contents on Tourist Experience. The user understands that, independently his/ her Contents are published or not, Wingù guarantees, via Tourist Experience, a limited confidentiality of the Contents.

9.2 The user acknowledges and accepts to be the only responsible of his/ her own Contents and the consequences of that material's upload online and/ or publication. Wingù does not endorse Contents or opinions, recommendations, or advices contained in the Contents, and expressly declines any liability related to the Contents.

9.3 The User acknowledges and pledges to be in possess of all the legal requirements in order to carry on its own business activity. Moreover the User acknowledges and pledges that these requirement exist along the usage of the Service.

9.4 It is impermissible to upload or publish Contents containing materials, which are illegal to possess in Italy and/ or in the country where the user accesses Tourist Experience, or that it would be illegal for Wingù to use or possess accordingly the provision of the Service..

9.5 Wingù reserves the right to decide whether Contents conform to the requirements of the Terms. At any time, Wingù can remove Contents and/ or inhibit the access of a user to the upload of the Contents that are in violation of the Terms and conditions..

10. Wingù content on website.

10.1 Except for the Contents uploaded on the Service by the user, all the other Contents present on the Service are, alternatively, the exclusive copyright of Wingù or granted in license to Wingù, and are protected by copyright, trademark, and contract law of Wingù or the Third Party grating licenses to Wingù. Any trademark or service mark belonging to third parties and presented in the Contents, neither upload nor published by the user, remains property of its owners. These Contents cannot be downloaded, copied, reproduced, distributed, transmitted, diffused, visualized, sold, granted in license or in any other way used for any other end without Wingù's previous written permission or, when applicable, the permission of the Third Party granting licenses to Wingù.

10.2 The contents may not be downloaded, copied, reproduced, shared, licensed, sold, or in any way exploited without the written permission of Wingù or, when available, of Wingu's licensees.

11. Hypertext links from Tourist Experience.

11.1 The Service can include hypertext links to websites, which are not owned or controlled by Wingù. Wingù does not control these Third Party websites and therefore does not assume any liability for, the content, the privacy policy, or the conditions of any third parties' website.

11.2 The user acknowledges and accepts that Wingù is not responsible for the availability of any external website or resource, and does not endorse any advertisement, product or other material existing or available on these websites or resources.

11.3 The user acknowledges and accepts that Wingù is not responsible for the loss or damage which the user could suffer as consequence of the accessibility to these external websites or resources, or in relationship with the reliability on the completeness, accuracy or existence of any advertisement, product or other material present or made available by these websites or resources.

11.4 Wingù invites the users to be aware of the moment they leave the Service and to read the terms and conditions and the privacy policy of any other website they visit..

12. Duration, renewal and end of relationship with Wingù.

12.1 The underwriting to the Service provided by Wingù is of unspecified duration, since the moment of material signature/ acceptance of the Terms, that exists since the moment of confirmation of the reservation by the User.

12.2 The Terms will be enforced until their end the way it is specified in following artt.

12.3 If the User wishes to withdraw the contract with Wingù, He has to send a PEC (Certified E-MAIL) to the email address "wingu@unapec.it". The contract with Wingù will end after 30 days after receiving the termination communication. During this period, the Contract is fully effective.

12.4 In the event these Terms are withdrawn, all legal rights, obligations, and responsibilities affecting both the user and Wingù created during the tenure of this contract will not be invalidated from the withdrawn, and the dispositions of article 15.6 will continue to be applied indefinitely to those rights, obligations, and responsibilities.

13. Disclaimer of warranty.

13.1 Nothing of what has been described by the Terms can invalidate any statutory right, to whom the user can benefit as consumer and which cannot be modified or conventionally renounced to.

13.2 Wingù commits to maintain the Service active, error-free, and secure, but the user accepts to use it at his/ her own risk. The Service is provided "as it is" and Wingù does not release any warranty or declaration related to it.

13.3 Wingù does not declare or guarantees that:

- the usage of the Service satisfies the user needs;

- the usage of the Service is uninterrupted, fast, secure, or error-free;

- any information obtained by the user as result of his/ her usage of the Service is precise and reliable;

- Functional and operational defects of any software provided to the user as part of the Service will be fixed;

13.4 No condition, warranty or any other term (included any implicit term of satisfactory quality, suitability to an aim or conformity to the description) can be applied to the Service, except this is specifically stated in the Terms.

14. Limitation of liability.

14.1 No description or prevision in the Terms can exclude Wingù or restrict its liability in case of malice or reckless liability, and for losses, which cannot be legitimately excluded or limited according to law.

14.2 Subject to article 16.1, Wingù is not liable towards the user for:

- Losses affecting the user. Included any loss of profit (both direct and indirect), any loss of commercial start-up or commercial reputation, any loss of data;

- Losses or damages the user can be affected by: To have relied on the completeness, reliability or existence of any advertisement, or as result of any relationship or transaction between the user and any sponsor, or advertiser having advertisements on the Website;

- As consequence of modifications that Wingù could have applied to the Service, or for any cessation, temporary or permanent, of the Service (or any element of the Service);

- To the deletion of, corruption of, or lack memorizing of, Contents and other communications of data maintained or transmitted by or through the Service;

- For the lack of provision to Wingù by the user of accurate account information;

- For the non-compliance of the user to maintain the password and/or his/her personal account information secret and confidential.

14.3 The limitations to the liability of Wingù towards the user, as described in article 14.2, will be applied both in case Wingù were aware, or should have been aware, of the possibility of such a loss, and *vice versa*.

15. Miscellaneous.

15.1 The Terms form the whole legally binding contract between the user and Wingù, and regulate the usage of the Service, and replace completely any previous agreement between the user and Wingù in relationship to the Service.

15.2 The user accepts that Wingù can provide to the user with communications, included those related to the modifications of the Terms, by e-mail, or ordinary mail, or communications published on the Service.

15.3 The user accepts that, in case Wingù does not apply or execute any of the rights or legal remedy prescribed by the terms (or Wingù benefits according to the law), this cannot be meant as a formal renounce of Wingù rights and that such rights or legal remedies will remain available for Wingù.

15.4 In case an Italian court, provided with the appropriate jurisdiction to decide on such a topic, decides that any of the points prescribed by the Terms is invalid, such a point will be deleted by the Terms without affecting the validity of the remaining points of the Terms, which will continue to be valid and applicable.

15.5 The Terms and the relationship of the user with Wingù are subjected to the Tribunale di Napoli (Court of Naples). The parties agree that any legal matter related to the Terms will be of exclusive competence of Italian Courts. However, subjected to what above-mentioned, Wingù will be authorized to request warning or security procedures (or similar urgency procedures) in any other jurisdiction.

15.6 The Terms and the relationship of the User with Wingù are governed by the Italian Law. Parties agree that any legal matter will be settled before the Tribunale di Napoli (Court of Naples), that will have the exclusive jurisdiction. Saved how much said, Wingù will be in any way authorized to ask for precautionary injunction before any Judge.

15.7 The Terms are written in various languages. If any translation differs each other, or there is any other kind of doubt about the correct interpretation of the Terms, the Italian translation hat to be taken in reference.

Under the artt. 1341 e 1342 of Codice Civile (Italian Civil Code), the User accepts the following dispositions of the Terms: 3 (Alteration of the Terms); 6 (The Service provided by Tourist Experience and distributing system); 7 (General limitation of Usage); 8 (The upload of services and contents); 9 (Contents); 12 (Duration, renewal and end of relationship with Wingù); 13 (Disclaimer of warranty); 14 (Limitation of liability) e 15 (Miscellaneous).