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**General Conditions of Use of Save By Booking**

**Conditions and Services**

Save By Booking Ltd. is the company that holds the ownership and management of the website [www.savebybooking.it](http://www.savebybooking.it). Access to a

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

General Conditions of Use (for buyers / sellers)

Privacy Policy (Privacy Policy) (for buyers / sellers)

Conditions of Purchase (for buyers)

Conditions of Sale (for sellers)

By using the Web site [savebybooking.it](http://savebybooking.it) the user agrees to web tracking systems, such as cookies or javascript code. More informat

Save By Booking SRL, ("Save By Booking") is an Italian company with headquarters in Corso Buenos Aires 60-20124 Milan, registered in the Chamber of Commerce of Milan, P. IVA n. 08361770962. Address: [SAVEBYBOOKING@LEGALMAIL.IT](mailto:SAVEBYBOOKING@LEGALMAIL.IT) Tel: +39 0256567231

The services to which the user can access through the website, as well as any new uses as compared to their current use, such as new products and use of services.

Remember you can always contact Save By Booking through email [info@savebybooking.com](mailto:info@savebybooking.com) through the Contacts section.

Save By Booking not send e-mails, newsletters and communications without first obtaining your explicit permission. We suggest you

Save By Booking may amend or simply update, in its sole discretion, in whole or in part, these General Terms of Use and the documents mentioned herein, binding once posted on the website in this section.

Therefore, you should regularly access this section to verify the publication of the most recent and updated General Conditions of Use.

We point out that the General Conditions of Use are subject to the provisions contained in the Decree. September 6, 2005, n. 206 ("Decreto

Remember that when you make a purchase, take note of and fully and unconditionally accept the conditions set forth in this agreement.

## **Our business**

Save By Booking owns this website and manages its centralized marketing platform (which includes this site, mobile apps and more). The platform will be managed with sales LOT subsequent to reaching a LOT of purchase equal to a LOT optimal production. As platform providers, we do not own our site, their rights and obligations related to the purchase is subject to the terms of sale of the SELLER-PRODUCER.

Do not ever act as buyers and normally never as SELLER-PRODUCER directly.

We provide a place where is possible making reservations and where SELLERS-PRODUCERS can show their offers and if you reach a LOT of / SERVICES upon activation PURCHASE, will be concluded exclusively between the CUSTOMER and the SELLER-PRODUCER.

When a customer buys a PRODUCT / SERVICE, will be a contract between the CUSTOMER and the company which in turn provides the

The seller-PRODUCER will be responsible for the sale and management of any complaint from buyers or any other problem arising from the resolution of any problems that may arise.

## **Terms and Conditions of Use of Save By Booking**

### **Our trade policy**

The mission of Save By Booking is to connect directly CUSTOMERS (Consumers) and SELLER-PRODUCER (Companies - Merchants) to provide the best value for money by eliminating all sorts of waste and optimizing energy savings during production, transportation, marketing and

All this is possible thanks to a dynamic marketing method, with which a system of self promotion rewards the top CUSTOMER conditions.

By grouping a number of purchases, equal to a LOT optimal production, it becomes possible to implement significant savings and pass those savings to consumers themselves favoring the content quality of products and services.

Objective of Save By Booking is to offer a website where they can CLIENTS BOOK and purchase Products and Services in the mar

How CUSTOMER means a final consumer, shall mean any natural person acting on our site Savebybooking.it for purposes unrelate  
a reward system of booking / purchase on the first price ranges is limited the possibility of multiple bookings on the same price rang

### **Scope of use and Prohibitions**

Concerning the Customer, Site and our services are provided solely for your personal, non-commercial and therefore not for business

You can access the Site exclusively through our app, via standard web browsers and mobile applications for end-users and the like, find, index or perform data mining on our Site, including through scraping or spidering. By way of an express exception to the above public indices of the materials, but not to create cache or archives of such materials. We reserve the right, in our sole discretion, the

### **Registration and Obligations**

To have access to most of the functionality (eg. BOOK-buy-sell) our service you will need to register.

Signing up is optional, but if a CUSTOMER unregistered BOOK want a PRODUCT / SERVICE, recording will occur automatically by

This registration will allow you to monitor your reservations, your purchases and have easy access without the need to enter your de

To Register as a Customer, you must provide:

\* Email

\* Password

After the procedure you will receive an email with a link to click to activate your account as a CUSTOMER.

To RESERVE / BUY need to provide the following required data:

\* Name

\* Last Name

\* Address

\* City

\* Country

\* State / Province

\* Zip code

\* Phone number

As an alternative to the above-mentioned registration you can make a RESERVATION direct payment via Paypal, subject to accept  
Paypal will be used to make an automatic registration on our website and you will receive an email containing the password and the

We reserve the right to reject a new Registration or cancel an account at any time and check e-mail addresses to validate their acco

without notice.

We reserve the right to close the account of any user who violates this AGREEMENT and conditions of use, including in cases where the user's actual residence is different from that in which they actually reside, or in any way cause interference to the operation of the Site or the Service.

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

Consider that during the registration process, you must also provide your password and the password that you will need to keep confidential and known to you.

With such RECORDING accept the fact that Save By Booking will not be liable in any way in the event that a person in possession of your account

Please keep in mind that, where you are required to keep confidential your password, you will be solely responsible for the consequences of its disclosure.

You warrant that all information provided at the time of registration and contained in your account during the term of this Agreement is accurate.

It is your responsibility to check that the PRODUCTS-SERVICES or the information made available through the Site object of your account is accurate.

The Service and the use of the Site does not include the provision of a computer or other equipment necessary to access the site or the necessary internet connectivity or telecommunications or any other costs that you will incur.

By way of example, you agree not to use or allow anyone to use the site Savebybooking.it to:

- a) send or receive materials that are rude or unpleasant;
- b) send or receive materials that are threatening, grossly offensive or of an indecent, obscene or menacing, blasphemous or defamatory nature;
- c) to post, send or receive materials for which you have not obtained all necessary licenses and / or approvals (by us or by third parties) or which violate the law of any country in the world or violate the rights of any third party in any country in the world;
- d) to send or receive any material which is technically harmful (including computer viruses, logic bombs, Trojan horses, worms, harmful programs, etc.);
- e) to cause disturbance, accidents or upsets unjustified;
- f) to intercept or attempt to intercept communications transmitted via telecommunications systems;
- g) for purposes of use other than that for which we have designed or which we have intended;
- h) for any fraudulent purpose; or in any way that, deliberately, incites hatred against any ethnic minority, religious or otherwise, or if it is otherwise illegal;
- i) The following uses of the Site is expressly prohibited and you agree not to do (and not to allow others to perform) any of the following:
  - l) resell the Service or the Site;
  - m) providing false information, including names, addresses and contact numbers of false and fraudulent use of credit or debit cards;
  - n) attempt to evade our security measures or violate our network, such as accessing data not intended for you, logging into a server or database;
  - o) access to the Service (or site) or carry out any other activities in order to submit our infrastructure to an unreasonable or disproportionate load;
  - p) carry out any form of network monitoring which will intercept data not intended for you;
  - q) send unsolicited email, including "junk mail" or other advertising materials to people who do not have them expressly requested. This includes promotional ads or political or religious messages. Such materials can be sent only to those who have specifically requested. If a user does not wish to receive such materials, they should contact us.

r) create or continue "chain letters" or other "pyramid schemes" of any kind, regardless of whether the recipient wishes or not to receive such messages;

s) send malicious e-mail, including sending to a user or a site quantities of email overly high;

t) interact or transact fraudulently with us or with a partner (including interact or transact claiming 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 introducing yourself as a third party);

u) use the Service or the Site (or any relevant functionality of one of the two) in violation of this Agreement;

v) use the information in the headers of mail messages in an unauthorized manner or falsify this information; or engage in any illegal activity in connection with the use of the site and / or service.

If you use (or else, with your permission, use) the Site in violation of this Agreement, we may suspend, in whole or in part, your ability to use the Site.

If we suspend your access to the Site, we may decline to restore it until we receive assurances from you, in a form acceptable to us, that there will be other violations of the provisions of this AGREEMENT.

Save By Booking will cooperate fully with all relevant authorities, including the judicial authorities, where they require you to order or to Save By Booking disclose the identity or location of anyone who violates this Agreement.

Subject as provided elsewhere in this Agreement, we will immediately and at any time, the right to, in whole or in part:

a) suspend the site;

b) suspend your ability to use the site;

c.1) suspend the ability to use the site from people that we feel connected (in any way) to you; and / or to immediately terminate this Agreement if: 1b) violate this Agreement in any way;

c.2) we suspect, on reasonable basis, you have committed, you may commit or commit a breach of this AGREEMENT; or suspect, on reasonable basis, that you have committed or commit fraud against us or any other person. Notwithstanding elsewhere in this Agreement, we can solve this AGREEMENT at any time.

Our right to terminate this Agreement shall not affect all our other rights and remedies available to us in relation to any breach or in relation to the rights, obligations or liabilities accrued prior to termination.

### **Communications and some notes on Privacy**

Save By Booking can send e-mail to the USER administration content and information related to your account in RESERVATIONS / or purchases RESERVATIONS / your purchases and updates about our Site and Service. Promotional content you may be sent only after your approval being REGISTRATION (You can choose not to receive promotional e-mails at any time by clicking on the link unsubscribe where it is present, or by sending an email to [info@savebybooking.com](mailto:info@savebybooking.com)).

If you intend to browse the site [www.savebybooking.it](http://www.savebybooking.it) and use the services of the site that require the transfer of personal data, please read the Privacy Policy which applies if the user accesses [www.savebybooking.it](http://www.savebybooking.it) and use the relevant services.

The privacy policy helps you understand how [savebybooking.it](http://savebybooking.it) collects and uses your personal information and for what purposes.

No waiver by us to take action against any breach by you under this AGREEMENT will be effective or may be construed as a waiver by us to take action against any breach future, which is of similar or different nature. Any delay or other form of tolerance or concession from us to you will not have the effect of or get rid from your responsibility, nor in any other way affect your liability under this AGREEMENT. Except as otherwise provided in this Agreement, notices to be made to the other party will be in writing and delivered by hand, by e-mail, as well as (in cases where you send communications established for the purposes of legal and / or judicial) sent by fax or mail prepaid, to you at the address you have provided to us or to our head office.

## **Content and Limitations of Liability of Save By Booking**

Save By Booking agrees Always properly planned and in its activities and notifies you that you will be the one and only responsible for the use of [www.savebybooking.it](http://www.savebybooking.it) and its contents. Save By Booking fact can not be held responsible for any use not in accordance with the laws in force users to make the website and its content. To give legal basis in this regard, we guarantee that we will use reasonable care and skill in the performance of our obligations under agreements with our CUSTOMERS / VENDORS / PRODUCERS and we will attend the standards of professional care in performing our activities and comply with our obligations law.

The will to Save By Booking in terms of RESPONSIBILITY 'overall and implement remedies relating to compliance, the non-fulfillment, the alleged execution or non-execution of this AGREEMENT, the service, the site or any part or RESERVATION-PURCHASE of these; or otherwise in connection with this agreement or the conclusion or performance thereof. Except RESPONSIBILITY 'that can not be excluded or limited under applicable law (such as in cases of fraud or damage caused by willful misconduct or gross negligence), our RESPONSIBILITY' overall against you or against any third party will not exceed in any circumstances the value of your PURCHASE. Although we are proud of our professionalism and try to improve day by day our control methodologies, none exclude that in rare cases, we can make mistakes and despite having excluded in some cases our legal responsibility for errors and omissions and if an error is relevant we could contact you with details of the modification or cancellation of your RESERVATION-PURCHASE. Both in the case of our error than in the other, you could you point out, if the description on the site is essentially incorrect for any reason and you want to cancel your RESERVATION-PURCHASE we will evaluate option to refund the price of 'PURCHASE (via the same means of payment you used to PURCHASE).

You will be the one and only responsible for the communication of information and incorrect data, or false about third parties, although they have given their consent, and in consideration of the improper use of the same. The user shall be exclusively responsible for the evaluation of information and content available via the website. The website and all information and content appearing on it may be modified at any time and from time to time and without notice.

Because each material will be downloaded or otherwise obtained through the use of service choice and risk, all liability for any damage to computer systems or data loss resulting from unloading by the user, the same is with the user and can not be attributed to Save By Booking.

Save By Booking disclaims any liability for any damages resulting inaccessibility to services on the site or from damage caused by viruses, corrupted files, errors, omissions, interruptions, deletions of content, network problems, providers or telephone and / or data transmission, unauthorized access to, alteration of data, failure and / or malfunction of electronic equipment user.

The user is responsible for the safekeeping and proper use of their personal information, including credentials that allow access to confidential services, as well as for any damages or injury which might arise against Save By Booking or third parties as a result of incorrect use, loss, removal of such information.

## **Contents of Save By Booking**

Save By Booking has made every effort in order to prevent the publication on its website of content describing or representing situations of physical or psychological violence or which, according to the sensitivity of the user, can be deemed to violate civil beliefs, human rights and dignity of persons, in all its forms and expressions. Anyway Save By Booking not guarantee that the contents of the website are appropriate or lawful in other countries outside Italy.

However, if such content is found to be unlawful or illegal in some of these countries, please do not access our website and if I choose, however, to access it, we inform you that you decide to use the services provided [www.savebybooking.it](http://www.savebybooking.it) to be your exclusive and personal responsibility.

The contents of the website may contain inaccuracies or typographical errors. We will use reasonable efforts to correct any errors and omissions as quickly as feasible after having been warned. Save By Booking can not under any circumstances and for any reason, be held responsible for any inaccuracies and errors or damages caused by or arising from user based on the information gained from the website or through it. The user shall be exclusively responsible for the evaluation of information and content available via the website.

The website and all information and content appearing on it may be changed at any time and from time to time and without notice. Save By Booking, also can not guarantee users due to the connection to the Internet. You should contact your Internet service provider or check that each device for Internet connection and access to web content is correctly activated, including your Internet browser. Although Save By Booking will try to do everything possible to ensure continued access to the website, the constant change of the Internet and its content may not allow [www.savebybooking.it](http://www.savebybooking.it) to operate without any suspensions, interruptions or discontinuity due to the need to make updates to the website. Save By Booking has adopted technical and organizational measures to safeguard the security of its services on [www.savebybooking.it](http://www.savebybooking.it), the integrity of traffic data and electronic communications in the forms of use or knowledge is not allowed as well as to avoid risks dispersion, destruction and

loss of data and confidential information and not, regarding users, present on [www.savebybooking.it](http://www.savebybooking.it), or unauthorized access, or not in accordance with the law, the data and information itself.

We reserve the right to modify, change, suspend or remove, from time to time and without notice, any information or service on this website or as part of the service.

We do not guarantee that the site [Savebybooking.it](http://Savebybooking.it) is free of viruses or anything likely to have a detrimental effect on any technology.

Although we try to allow uninterrupted access to the site, access to the Site may be suspended, restricted or terminated at any time. Your access to the Site may also be occasionally restricted to allow for repairs, maintenance or introduce new features or services. We will attempt to restore access as quickly as reasonably possible. We also reserve the right to block access to any material and / or remove any material that, in our reasonable judgment may result in violations of this AGREEMENT.

## **Intellectual Property**

The names, trademarks and brands of products on this website and the companies mentioned, even if they are not marked with the identifying symbol of the registration of the mark are trademarks owned by third parties and are protected by trademark law (Legislative Decree no. 30 / 2005 and subsequent amendments and supplements) and the rules on unfair competition.

And expressly forbidden any use of these marks without the prior written consent of its owner and, in particular, it is forbidden to use them in order to create confusion among consumers as to the origin of the products or for sponsorship purposes, or in any way that demean and discredit the trademark holder.

All rights not expressly granted herein are reserved to the owner.

All title, ownership rights and intellectual property rights and the contents of which can be accessed using the site are the property of its owner or SELLER-PRODUCER and may be protected by copyright or other laws.

This Agreement does not confer any rights to such content.

All the materials you transmit, publish or send to Save By Booking will be considered (and can be treated by us as) non-confidential and not owned by anyone, in accordance with our obligations under the legislation on the protection of personal data. On whatever you provide us through any means (eg. E-mail, through the website or otherwise) give us a royalty-free, perpetual, irrevocable, non-exclusive use, copy, modify, adapt, translate, publish and distribute throughout the world such materials for the purpose of managing the site and provide the service.

## **Links to other websites**

This website may contain links to other sites ("links") that have no connection with [www.savebybooking.it](http://www.savebybooking.it) or that are not websites operated by Save By Booking. Save By Booking not control or monitor such websites and their content. Save By Booking can not be held responsible for the content of these sites and the rules adopted by them with regard to his privacy and processing of your personal data during your navigation operations. Please, pay attention when you access these websites via the links provided on [www.savebybooking.it](http://www.savebybooking.it) and carefully read their terms of use and privacy policies. We remind you, in fact, that these General Terms of Use and Privacy Policy [Savebybooking.it](http://Savebybooking.it) not apply to websites operated by someone other than Save By Booking.

[Savebybooking.it](http://Savebybooking.it) provides links to other web sites exclusively to help its users in the dissemination of information, navigation looking for information and to allow links to other websites on the Internet. Activation of links to websites that have no connection with [www.savebybooking.it](http://www.savebybooking.it) or that are not managed by Save By Booking, does not imply any recommendation or report of Save By Booking for accessing and browsing these websites, or any guarantee of their content, services or goods provided by them and sold to Internet users.

## **Links to the website [www.savebybooking.it](http://www.savebybooking.it)**

Enabling links from and to [www.savebybooking.it](http://www.savebybooking.it) that are publicly accessible, must be previously approved by Save By Booking. In any case will not be allowed activations of links to its website and by Save By Booking in case the applicant who intends to activate links to [www.savebybooking.it](http://www.savebybooking.it), has taken in the past or unfair trade practices do not conform to uses industry or actions of unfair competition against Save By Booking or when Save By Booking theme that these behaviors can be adopted in the future, or even when the applicant has taken, in the past or theme that may adopt in the future, actions to discredit Save By Booking, your own web site or its services. E', however, forbidden to post deep hypertext links (such as deep frames or

deep links) to Savebybooking.it or unauthorized use of meta tags, without the consent of Save By Booking.

## Limitation of Liability and Redress

In addition to what is stated in other parts of the General Conditions of Use, Save By Booking can not be held in any way responsible for any damage arising from the use or inability to use the website, content, or information related to the quality of the same.

## Applicable Law and Disputes

The Terms of Use are governed by Italian law. In 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, the full support and acceptance of the conciliation service RisolviOnline.

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

## Definitions

Some definitions used in this AGREEMENT to follow, those are easily recognizable because written in capital letters.

"AGREEMENT" means the document (together with our Privacy Policy, the Terms of Purchase and Sale Conditions) contains all the terms agreed between the parties with respect to the object of the agreement and supersedes and excludes any agreement or prior agreement between the parties, both orally and in writing.

No part of this AGREEMENT shall be construed to constitute a relationship of joint venture, corporation or agency relationship exists between you and us and neither party shall have the right or authority to contract any liability, debt or cost or enter into contracts or other agreements or on behalf of the other.

Except as expressly provided in this Agreement, the applicability of any warranty, condition, and any other terms, express or implied, arising by law, common law or other source, is excluded to the fullest extent permitted by law.

We disclaim all liability related to any breach of our obligations under this AGREEMENT for the cases in which we are prevented or unable to fulfill our obligations to causes beyond our reasonable control.

Should any part of this Agreement be deemed illegal, invalid or unenforceable, that part shall be deemed separate from the agreement and the remaining parts of the AGREEMENT will retain their validity and applicability to the maximum extent possible.

This Agreement (and any non-contractual relationships between you and us) will be governed by and interpreted according to Italian law.

"PURCHASE" means a PRODUCT / SERVICE for which it was paid the fee corresponding to its price to Save By Booking which will be provided by the SELLER (partner of Save By Booking) on the delivery date agreed. A PURCHASE becomes such only from the time corresponding to the relative TRANSFER ACTIVATION OF PURCHASE with the consideration to Save By Booking amount prescribed under RESERVATION.

"ON PURCHASE" means the time when the RESERVATION CUSTOMER PURCHASE becomes real thanks to the achievement of the minimum quantity equal to LOT. At that moment there is a move of the consideration to Save By Booking (predetermined amount being RESERVATION).

"CUSTOMER" (Consumer) means any natural person interested in using the site for research and possibly to make RESERVATIONS / PURCHASE of SERVICES / PRODUCTS on the SITE. For legal purposes means "CUSTOMER" the natural person who is acting for purposes unrelated to business or professional activity.

"DELIVERY DATE" means the date that is indicated in the offer from the time of RESERVATION and is the date on which the Client will receive the PRODUCT / SERVICE. Contrary to what is usually done at the sites of e-commerce; DELIVERY DATE NOT always follows the prescribed time limits (within 30 days), but subsequent to the peculiarities of Save By Booking, which



aims at training a BATCH production to ensure the removal of a whole range of costs, must, in most cases, consider the time required to produce the PRODUCT and then waiting a reasonably longer.

"EXPIRATION DATE" of the offer, this is the date of expiry of the opportunity to join the RESERVATION PRODUCT / SERVICE and you will, in the event the unit quantities booked at or above the required selling a LOT OF ACTIVATION 'PURCHASE, or otherwise the withdrawal of the offer as it does not reach the minimum amount necessary to form the LOT.

"LOT" means a quantity of PRODUCTS / SERVICES equal to a LOT optimal production; act to ensure an economy of scale.

"PAYPAL" is the main means of payment used to which you can connect a means of payment in international payment circuits.

"RESERVATION" "RESERVE" means record to Save By Booking request and commitment by the CUSTOMER to purchase a product/service by authorizing payment to be completed only if the offer, having reached by that time, the number required to membership necessary will turn into actual PURCHASE. The RESERVATION void in case of non-achievement of the lot fixed.

"SITE" means sites, mobile applications, electronic services, electronic communications, social network or any site specifically related to a person, a business partner, a partner, a city or other area that references or contains a link to these terms and conditions of use.

"PRODUCTS" means all products (compounds OBJECT + PACKAGE) that are presented as offerings to acts RESERVATION by Save By Booking through SITE (or by other means of communication, electronic or otherwise, used by Save By Booking).

During recess the PRODUCTS must be returned complete with OBJECT + PACKAGE, on pain of forfeiture of the right.

For legal purposes you intend PRODUCT all movables even if incorporated into another movable or immovable.

"MANUFACTURER" means the manufacturer of the product in the Community European Union and any other person presenting himself as the manufacturer by affixing to the product his name, trademark or other distinctive mark, or the person who reconditions the product ; the representative of the manufacturer, if he is not 'established in the Community or, if there is no representative established in the Community, the importer of the product; other professionals in the supply chain, to the extent that their activities may affect the safety features of the products.

"RELATIONSHIP PRICE-QUALITY" means the relationship that is created between the sale price and the intrinsic quality of the PRODUCT / SERVICE thanks to the activity of Save By Booking.

"REGISTRATION" or "SIGN UP" means the action to create an account that will provide easier access, thanks to pre-recorded information, activities RESERVATION-SALE.

"LIABILITY" means the liability arising from any source (including breach of contract, tort tort, misrepresentation or any other source of responsibility) on, arising out of or related to this Agreement (including any liability expressly provided this AGREEMENT or resulting from the invalidity or unenforceability of any part of this Agreement) and, for purposes of this definition, all references to "AGREEMENT" means include any side agreement.

"SERVICES" means all SERVICES that are presented as offerings to acts RESERVATION by Save By Booking through SITE (or by other means of communication, electronic or otherwise, used by Save By Booking)

"SELLER" (Enterprises-Merchant-service providers) is the person who does business e-commerce PRODUCTS / SERVICES for which it may incur an, available exclusively to its end users are "CUSTOMER" consumers finals. A SELLER is neither one of the sellers of Save or Save By By Booking Booking. For legal purposes is the person or entity acting in the course of their business or profession, or an intermediary; any professional in the marketing chain, whose activity does not affect the safety of the products.

## **Customer Care**

Contact Customer Service directly SITE interests you with the links below: Tel: +39 0256567231 active from 15:00 to 19:00 from Monday to Friday.

For any other legal information, go to the sections Privacy of Savebybooking.it.

