

Terms and conditions

This document contains the general terms and conditions on the basis of which it is offered to users the use of the website www.casasottolatorre.it which offers the tourist rental of apartments.

1. Definitions

To allow a complete understanding and acceptance of these terms and conditions, the following terms, in the singular and in the plural, will have the meaning indicated below:

- **Owner:** Lisa Gemignani, via Corte Pagnini 6, Torre del lago (LU), C.F. GMGLSI72T63L833D, VAT number 02535970467
- **Application:** the website www.casasottolatorre.it
- **Services:** tourist rental services and ancillary services provided by the Owner
- **User:** any person who accesses and uses the Application
- **Conditions:** this contract which governs the relationship between the Owner and the Users for the purchase of the Service offered by the Owner through the Application.

2. Detailed information on the offer of the Application

The Application provides Users with the tourist rental of apartments.

3. Scope of the Conditions

The use of the Application implies the acceptance of the Conditions by the User. So far as the User does not intend to accept the Conditions and / or any other notes, legal notices, information published or referred to therein, you will not be able to use the Application or related services. The Conditions can be changed at any time. The applicable Conditions are those in force on the date of transmission of the purchase order of Service. Before using the Application, the User is required to carefully read the Conditions and save or print them for future reference.

The Owner reserves the right to change the interface at its discretion at any time graphics of the Application, the Contents and their organization, as well as any other aspect that characterizes the functionality and management of the Application, communicating to the User, where necessary, the relative instructions.

4. Supply through the Application

The Service offered through the Application is described in detail on the relevant page (characteristics, availability, price, ancillary charges, etc.). Individuals are allowed to book only on condition that they are of age. For the minors, reservations through the Application must be screened and authorized by their parents or by those exercising parental responsibility.

The User undertakes to verify the correctness of the data contained in the order confirmation and immediately notify the Data Controller of any errors and will keep a copy of the your order, its confirmation and the Conditions.

5. Prices and payments

The price of the Service is indicated in the Application. In addition, all the any taxes, additional expenses that may vary in relation to the method of payment used. The Owner reserves the right to modify, at any time, the price of the Service and all any additional costs. It is understood that any price changes will not affect in no case contracts already concluded before the modification.

The User undertakes to pay the price of the Service in the times and methods indicated in the Application and to communicate all necessary data that may be requested. The Application uses third party tools for processing payments and does not enter in any way in contact with the payment data provided (credit card number, name of the holder, password, etc.). Should

such third party tools deny the payment authorization, the Owner will not be able provide the Services and cannot be held responsible in any way.

6. Cancellation and refund terms

For the Consumer Code, the right of withdrawal is excluded in relation to the provision of accommodation for non-residential purposes or services relating to leisure activities if the contract provides a specific date or period of execution. The Owner grants the User a full refund only if the booking is canceled takes place at least 14 full days before check-in, taking the indicated time as a reference in the confirmation email (local time of the accommodation). The check-in time is from 15.00 to hours 22.00 while the check-out time is by 10.00. For more information, contact the Data Controller at the e-mail address casasottolatorre@gmail.com. At least 24 hours before arrival, the User is required to notify the manager of the exact time of arrival, to receive an adequate welcome. Upon arrival, guests must show a valid document valid identity. If valid documents are not presented, the reservation and withholding the entire amount paid.

7. Rules during the stay

Animals are accepted.

It is forbidden to copy the keys: the trespassing, in the absence of authorization, constitutes a serious criminal offense punishable by law. It is forbidden to stay in the house in a number of people higher than the maximum allowed. It is forbidden to let strangers in without having previously communicated it to the manager e having received express consent. All accommodations are delivered clean and in working order. Guests are responsible for integrity of the property and will be held responsible and will have to pay for any damage, breakage or loss of property during the stay. Guests are required to observe the rules of good manners and relating to peace above all in the afternoon and at night, avoiding annoying noises and cackles. Parents are requested to to watch over their children so that they do not disturb them. The Owner declines all responsibility for the loss, theft or damage to objects of property left in the rooms or for any accidents, theft, damage to people or things only because they occurred within the property.

8. Content sent by Users

The User can upload Content to the Application, as long as they are not illegal (i.e. obscene, intimidating, defamatory, pornographic, abusive or in any capacity illegal or violate privacy, rights intellectual and / or industrial property of the Owner and / or third parties), misleading, or are not otherwise harmful to the Owner and / or third parties or do not contain viruses, political propaganda, commercial solicitation, mass email or any other form of spamming. In case of dispute by third parties, the User assumes full responsibility and undertakes to hold the Owner harmless and harmless from any damage, loss or expense. The User guarantees that the Contents are sent to the Application through his / her account from older than age. For minors, the sending of Content must be screened and authorized by parents or by those exercising parental responsibility. The User is totally and exclusively responsible for the use of the Application in this regard to the functions of publication, consultation, content management and contact between Users and is therefore the only guarantor and responsible for the correctness, completeness and lawfulness of the Contents and their own behavior. It is forbidden to use an e-mail address that is not owned by the User, to use the personal data and credentials of another User in order to appropriate her identity, or otherwise way to declare the false on the origin of the Contents.

The Owner is unable to ensure timely control over the Contents received and reserves the right to at any time the right to cancel, move, modify those which, at its discretion, appear

to be illegal, abusive, defamatory, obscene or damaging to copyright and trademarks or in any case unacceptable.

Users grant the Owner a non-exclusive right of use on the Contents sent, without geographical limitations. The Data Controller may therefore, directly or through third parties of his choice, use, modify, copy, transmit, extract, publish, distribute, perform publicly, disseminate, create derivative works, host, index, store, annotate, codify, modify and adapt (including without limitation the right to adapt for the transmission by any means of communication) in any form, any Content (including images, messages, including audio and video) that should be sent by the User, also for the through third parties. The Contents sent will not be returned and the Owner will not be liable towards Users for the loss, modification or destruction of the transmitted Content. It is expressly forbidden, unless explicitly authorized by the Owner: i) the use of systems automatic loading of advertisements, except those expressly authorized, ii) publication serial and / or the management of advertisements for third parties by any means or methods, iii) resell to third parties the services of the Data Controller

9. Industrial and Intellectual Property Rights

All the contents of the Application, including texts, documents, trademarks, logos, images, graphics, the their arrangement and their adaptations are protected by copyright law and the trademark protection legislation. The Application may also contain images, documents, logos and third-party brands that have expressly authorized the owner to publish in the Application. Except for strictly personal uses, it is not allowed to copy, alter, distribute, publish or use the Contents without the specific authorization of the Owner.

10. Disclaimer of Warranty

The Application is provided "as is" and "as is available" and the Owner does not provide any express or implied warranty in relation to the Application, nor does it provide any guarantee that the Application will be able to meet the needs of Users or that it will never have interruptions or will be error-free or that it will be free of viruses or bugs.

The Owner will endeavor to ensure that the Application is available continuously 24 hours per day, but cannot in any way be held responsible if, for any reason, the Application was not accessible and / or operational at any time or for any period. Access to the Application may be suspended temporarily and without notice in the event of system failure, maintenance, repairs or for reasons wholly beyond the will of the Owner or for events of force majeure.

11. Limitation of Liability

The Owner cannot be held liable to the User, except in the case of willful misconduct or gross negligence, for disservices or malfunctions related to the use of the internet outside of control own or its suppliers. Furthermore, the Owner will not be liable for damages, losses and costs incurred by the User a following the failure to execute the contract for reasons not attributable to him, having the User right only to the eventual full refund of the price paid and any charges supported accessories. The Owner assumes no responsibility for any fraudulent or illegal use that may be be done by third party credit cards and other means of payment, as it does not enter in any way in contact with the payment data used (credit card number, name of the owner, password, etc.) The Owner will not be responsible for:

- any loss of business opportunity and any other loss, even indirect, possibly suffered by the User that are not a direct consequence of the violation of contract by the Owner
- incorrect or unsuitable use of the Application by Users or third parties

- issuing incorrect documents or tax data due to errors in the data provided by the User, the latter being solely responsible for the correct insertion

In no case can the Owner be held responsible for an amount greater than double of the cost paid by the User.

12. Force majeure

The Data Controller cannot be held responsible for non-compliance or delayed compliance of its obligations, due to circumstances beyond the reasonable control of the Owner to events of force majeure or, in any case, to unforeseen and unforeseeable events and, in any case, independent of his will. The fulfillment of the obligations by the Owner will be considered suspended for the period in which events of force majeure occur. The Data Controller will carry out any act in its power in order to identify solutions that allow the correct fulfillment of its obligations despite the persistence of force events greater.

13. Linking to third party sites

The Application may contain links to third party sites / applications. The Owner does not exercise no control over them and, therefore, is in no way responsible for the contents of these sites / applications. Some of these links may refer to third party sites / applications that provide services through the Application. In these cases, the general conditions will apply to the individual services for the use of the site / application and for the use of the service prepared by third parties, with respect to which the owner assumes no responsibility.

14. Privacy

The protection and processing of personal data will take place in accordance with the Privacy Policy that can be consulted on the following page <https://www.casasottolatorre.it/pagine%20en/privacy%20policy%20en.pdf>

15. Applicable law and competent court

For any dispute relating to the execution of this contract, it is between the parties agreed the exclusive jurisdiction of the Court of Lucca. The User residing in Europe must be aware of the fact that the European Commission has established an online platform that provides an alternative resolution tool for disputes. This tool can be used by the User to resolve in a non-judicial way any dispute relating to and / or deriving from contracts for the sale of goods and supply of services stipulated on the network. Consequently, the User can use this platform for the resolution of any dispute arising from the contract stipulated online. The platform is available at the following address:

ec.europa.eu/consumers/odr/

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