

TERMS AND CONDITIONS

1. GENERAL RENTAL CONDITIONS

Winfed S.r.l. that uses the brand "ITALY CAR RENT" (owned by Winfed S.r.l. hereinafter called "LESSOR", releases to the lessee, hereinafter called "RENTER" the vehicle in compliance with this Rental Contract, which includes terms and conditions, as well as information and special conditions contained in the front of the CONTRACT signed by the RENTER. Rights and obligations of this CONTRACT concerning the use of the vehicle by the RENTER (vehicle owned by the LESSOR) and the RENTER can not transfer them to anyone. The RENTER acknowledges he does not receive any real right on the rented vehicle and its accessories and therefore he can not dispose of it in any way, not even on a temporary basis; therefore any attempt to transfer or sub-rental the vehicle by anyone, for third parties, is null. The LESSOR provides the RENTER the use of the vehicle only under the terms and conditions of this CONTRACT. The payment of the rental is possible through vouchers and / or Winfed Srl credit documents or major credit financial cards, after obtaining special authorization by the card issuer. For particular vehicles (Luxury and Van) and / or in particular areas, may be required, to the discretion of our offices, the possession of two credit cards. The following cards are not accepted as a method of payment: Prepaid - Pay/Pai - ATM - Revolving - Debit Cards. In this case, the car can be provided, at the discretion of the lessor, only with a full cover insurance purchase with the car rental company and a small deposit is required. Customer must own an identity card / passport and a valid driving licence issued at least 12 months for the Italians. For foreigners, the license of the residence country should be matched to the passport. These documents must be fully readable, if not, must be matched to an international driving license. The minimum age is 19. It will be required a daily supplement, as tariff, if the driver is under 25. RENTERS aged between 19 and 21 can rent only vehicles of A and B categories. The rental must be paid upon delivery of the vehicle, the payment methods accepted by us (credit cards, vouchers, bill credit, prepaid vouchers + credit card). In the absence of even one of the general requirements for the rental, the LESSOR can not give way to the rental, without giving the RENTER the right to any claim, including by way make payment, indemnity or compensation. (Even in case of pre-paid vouchers). In the case of bookings made through Brokers, the Lessor has the right to take action against the Renter if the Tour Operator, within 30 days from the closing date of the contract, does not correspond to the Lessor the amount due. Rentals of 29 days or more include 2000 kilometers and any exceeding km will be charged at € 0,22/km. The RENTER is not allowed to submit his own insurance to cover any damage or theft of the rented vehicle instead of the one proposed by the Lessor

1. TAKEOVER AND DELIVERY Upon signing the CONTRACT, the RENTER is required to pay by credit card, a security deposit, the amount of which is indicated in the rental contract and subject to reading by the RENTER before signing. The sum will be returned to the RENTER if, to the extinction of the contractual relationship, the vehicle will be delivered whole and complete in all its parts and accessories. The LESSOR is authorized to charge definitively a sum to the credit card of the RENTER, with the size of the injury suffered, for any damage to the vehicle, its part or accessories, accidents with or without collision with other vehicles, as well as, the assumption of theft or fire both total and partial. The above charges can not exceed the maximum values (penalties) indicated in the individual rental contract, referred to the assumption of damage to the vehicle (penalties CDW) and theft and / or fire (penalties TP) in accordance with the individual rental contract submitted to the RENTER at the beginning of the rent. The possible deposit held by the Lessor on customer's credit card will be, therefore, released after having established that there are no further extra costs to be charged (damages, missing fuel, refueling tax, extra days, immobilisation fees, fines, administrative fees) after the drop off. The period for the re-credit of the amount is about 20 working days and it doesn't depend on the Lessor but from the Credit Card Services.

1.1.1. VEHICLE DELIVERY BY THE LESSOR The LESSOR releases the vehicle to the RENTER in good conditions, complete with all the equipment on board, including the documents of both law and use (triangle for emergency stop, tools, high visibility vest, spare tyre or wheel or inflation kit, the certificate and the insurance coupon, the green card insurance, and all other accessories shown in the model CHECK / OUT-IN, vehicle document that is available in certified photocopy inside the vehicle, under the current provisions of law). The vehicle booked and provided must not correspond mandatorily to a specific car (brand-model-colour-equipment) but to a group of vehicles with similar technical and size characteristics. Vehicle conditions will be shown in the CONTRACT under "Delivery vehicle" or Annex model "Check-out / in.". The RENTER shall verify its conformity, when he rents the vehicle, and he must deliver it in the same conditions. Before the rental starts the RENTER must prove and advise our employees about the existence of any damages found and he must ask for the adding on the check-out form in order that they cannot be chargeable to him at the drop off time. Insurance coverage (RCA) meets all legal requirements and provides any guarantee to the LESSOR, the RENTER and each authorized driver, against legal claims by third parties due to death, personal injury or damage to property of others from the use of the vehicle. The RENTER undertakes to pay back the LESSOR for the amount that the latter will be required to pay to insurance companies (passive deductible), in case of death, personal injury or property damage and / or damage caused by the use of the vehicle involving a violation, by the RENTER or by an authorized driver, of any term and condition of this CONTRACT, or if the RENTER is wrong, in any case.

1.1.2. VEHICLE REDELIVERY BY THE RENTER Upon the vehicle redelivery by the RENTER, the LESSOR will check if after the RENTER has handed back the car keys, unless the RENTER requests that the vehicle is controlled in his face. In such a case the RENTER will have to wait for the availability of our staff who will check the vehicle. If the RENTER, upon redelivery, does not wait for the check of the rented vehicle status in our staff face, he agrees this check will be carried out by our staff at a later time, even in his absence, accepting the results. Failure to sign the part of the CONTRACT called "VEHICLE REDELIVERY BY THE RENTER" or attachment model "CHECK OUT / IN" will be considered as an acceptance of the status check of the vehicle from our analysis. The vehicle must be redelivered to the LESSOR's office specified in the CONTRACT, during the working hours of the station concerned, and at our car parks or places indicated by our staff. If the RENTER redelivers the vehicle when the office is closed, the RENTER is liable to pay for the rental cost until the LESSOR's desk staff has collected the vehicle. Any damage found to the vehicle will be charged exclusively to the RENTER. If the vehicle is redelivered in another place from the one agreed, the RENTER will pay € 2,50 for KM, for the recovery of the vehicle by us, and the reference for determining the amount of the charge will be the spacing distance from the station of departure or place where the same has rented the car, to the place in which it is located. If it is not possible to park the vehicle in the area dedicated to the LESSOR, the RENTER must still redeliver the car keys at our rental office or place indicated by our staff, as well as to provide accurate indications of the place where the vehicle is parked. The RENTER will be fully liable for the vehicle until our staff will take up possession of it. If the LESSOR agrees with the RENTER the possibility to redeliver the vehicle and / or the need for recovery of it in a different place from a LESSOR rental station, the RENTER will be liable for the vehicle until its recovery by the LESSOR. The RENTER agrees that the LESSOR is entitled to charge a reasonable additional cost if, upon the redelivery, the vehicle requires more than the routine maintenance to restore normal conditions before the rent, for example an "Extra Wash" (€ 30) in case of excessive dirtiness. Each service or accessories required by the RENTER, as extra than rental and insurance coverage (only as an example but not limited to: snow chains, baby seat, second driver, delivery and recovery, Overtime), gives rise to an extra charge depending on fees in force. In case of advanced drop off of the car compared to the one established by the rental agreement (for reasons which do not depend on the Lessor) no refund is due for the unused days and services. If the customer renounces for personal reasons to the rental requested, while subscribing the rental agreement, no refund will be due for the amounts already paid.

1.1.3. DELAYED CHARGE In compliance with the rules of international financial circuits (credit card companies), in terms of attribution of liability, the RENTER will pay all expenses not known upon the vehicle redelivery, but found later (so-called "Delayed Charge"). The acceptance of the Delayed Charge is expressly indicated in the individual rental contract and signed by the RENTER. The Delayed Charge includes the following types of costs: fines, parkings, motorway bills, admin. fees for management of fire, fuel/refueling tax, extra days, damages, loss and/or damage and/or theft of keys and/or plates and excess of loss.

2. RENTER'S OBLIGATIONS AND RIGHTS Both the RENTER and each authorized driver must respect the identification and qualification formalities required by the LESSOR. In case of customer's name amendment request compared to the one showed on the voucher the Lessor will charge € 30 more. The vehicle can be driven only by the RENTER or another person, subject to authorization by the LESSOR in addition to the CONTRACT ("Another driver") and the RENTER shall not either use and/or drive the vehicle and/or allow it to be used or driven by third parties for other purposes than the clauses at art. 3. In case of any damage to the vehicle, caused as a result of unauthorized driving, the RENTER will be fully liable for damages to the vehicle. Customer must drive the car only for purposes established at art. 5.6 and art. 2. The RENTER will be liable for the value of all losses and costs the LESSOR will support in case of damage or theft of the vehicle, loss of its parts or accessories, failure of the rental revenue, towing and storage costs, and will have to pay for the value of damage, in accordance with the provisions of art. 1588 Civil Code. If it occurs even one of the conditions above, it will be charged € 60,00 as an administrative cost, in addition to any damage resulting from immobilisation fees, or an amount according to the official rates in force, equal to the amount due if the rental was continued for a time corresponding to the necessary repairs and finding of spare parts. The RENTER must take care of the vehicle, make

sure it is locked and parked in a safe place, when not in use, and activate all safety devices the vehicle is provided of. Nobody can revise or repair the vehicle without a permission by the LESSOR.

3. LESSOR'S OBLIGATIONS AND RIGHTS The RENTER is authorized to drive the vehicle under the conditions specified in items 5.6 and 2 and must always use the vehicle responsibly. If the RENTER does not observe the conditions above, he will be liable for any damage or cost due to his contract breach, also may lose the benefit of any reduction compensation penalty or insurance coverage chosen by him. The LESSOR reserves the right to have the vehicle back at any time, at the RENTER expenses, if the same breaches this contract. The LESSOR is not liable on the RENTER or authorized drivers or third parties for loss or damage to personal properties left in the vehicle during or after the rental time. These costs will be charged exclusively to the RENTER. The LESSOR is not liable on the RENTER or third parties for any loss or damage arising from the rental; in particular for damages of any kind, including economic damage, suffered by the RENTER or third parties or any kind of goods. The LESSOR is not liable for the malfunction of the vehicle or traffic accidents caused by manufacturing defects. The LESSOR is not liable in any way for loss or damage, both indirect and unexpected, including loss of profits and consequential damage. Any object left in the vehicle after its redelivery remains abandoned, so the LESSOR is not required to keep or return them. The LESSOR is not liable in case of death or bodily harm arising from acts or omissions or any other liability that can not be enforced by law. The LESSOR is obliged to pay the RENTER back for expenses met by him regarding repairs of the vehicle, provided that the same has been authorized in advance and regularly made out to the LESSOR by invoice. These expenses will be paid back only if the failure is not caused by the RENTER.

4. ADDITIONAL SECURITIES 4.1. The rental rates include the basic insurances (RCA - Basic) with an excess starting from €1500 (CDW) for damages and from €1500 (TP) for theft, up to € 3000 for luxury and Van categories. Therefore the liability for the loss of the vehicle, its parts or accessories, due to theft, or attempted theft, partial or total fire is restricted to the compensation penalty that cannot be eliminated which maximum amount is of €1500/€3000 and may vary depending on negotiations and commercial agreements stipulated at the beginning of the rental and on car category. 4.2 It's possible to eliminate any kind of excess for damages, partial or total theft, partial or total fire, damages due to acts of vandalism, damages caused by vegetation, damages to locks, damages to the roof, damages to windows, tyres, wheel rim, wheel cover, lights, buying the insurance SKPLUS (Super kasko Plus) at the price specified in the rental rates (€ 25/day), except for limitations stated on point 5 up to 5.7 and 4.4 and for administration costs; 4.3 the insurance SKPLUS can have some restrictions (excess reduction) or have an higher price for some categories of vehicles established in the tariff plan at the time of the rental (Luxury and Van € 40/day). 4.4 It's not possible to eliminate the customer's liability in case of loss or damage of the key including water inside(€300), emergency vest (€35) safety triangle (€45), wrong refuel(amount to be estimated minimum € 700)/loss or damage of license plate (€ 900), internal parts of the car, upholstery, mechanical parts, underbody, therefore they will be charged even in case of subscription of SKPLUS, in addition to immobilisation fees, roadside assistance and administration fees, if necessary.

For rentals in Puglia and Campania it will not be possible to remove the whole theft excess which will cost € 500 (€ 1000 for 9 seats minivan) even in case of SKPLUS insurance purchase. All insurance coverages and roadside assistance are valid only in Italian territory.

5. KEYS DAMAGE- LOSS OF KEYS ALSO INSIDE THE VEHICLE

If the RENTER damages the keys or loses them also inside the vehicle, closing it, he will have to pay for any expense incurred for the opening and the recovery both of the vehicle and keys, plus the sum for the time required for repairs and recovery of spare parts (loss of profit for immobilisation fees), according to the official tariffs in force. Also the RENTER will have to provide for the payment of estimated damages and administrative expenses.

5.1. DAMAGE FOR ACTS OF VANDALISM The RENTER is liable for any damage for acts of vandalism, unless he has signed additional securities SKPLUS and after delivery of a regular complaint to the authorities, otherwise he will have to pay for any damage, in addition to damage due to immobilisation fees, even in case of SKPLUS purchase

5.2. WRONG REFUEL In case of inflow of the wrong type of fuel, the RENTER will be liable for any damage and expense incurred for the possible recovery of the vehicle, including the cost for immobilisation fees (€ 50/day), if necessary, and administrative fees equal to € 60,00. The RENTER will be required to pay for these expenses even if he has signed the additional securities (SKPLUS).

5.3. MECHANICAL DAMAGE - UNDERBODY - INTERNAL PARTS

In case of mechanical damage, underbody damage and/or internal parts damage (including upholstery), the RENTER will be responsible even in case of subscription of the SKPLUS (Super Kasko Plus Insurance.)

5.4. VEGETATION SCRATCHES The RENTER is liable for any damage due to vegetation, even if he bought SKPLUS it will be considered an intentional fault or serious misconduct since these damages are similar to the RENTER negligent driving on country roads or places where vegetation can cause scratches or damage to the vehicle. In this case the renter will be responsible even in case of SKPLUS purchase.

5.5. INTENTIONAL FAULT OR SERIOUS MISCONDUCT In case of non-compliance with the rules of the road, as a result of intentional fault or serious misconduct of the RENTER/DRIVER, any optional coverage the RENTER has signed to reduce or remove his liability will be delete (SKPLUS). The RENTER will have to pay back the LESSOR for the whole amount of damages and the cost of immobilisation fee(€ 50/day) if necessary.

5.6. USE OF THE VEHICLE

It is expressly forbidden to use the vehicle for the following cases:
5.6.1. to carry passengers on pavement and sub-rural; 5.6.2 to carry goods on pavement (except for designed vans for carrying); 5.6.3. to draw or push other vehicles, trolleys or means; 5.6.4. off the road, on road bicycle race or unsuitable for the vehicle; 5.6.5. when it is overloaded or improperly secured loads; 5.6.6. to carry anything or any substance could damage the vehicle and / or delay the possibility of re-rental, because of its condition and smell; 5.6.7. to take part in races, trials, running or other competitions; 5.6.8. to break the rules of the road or other rules; 5.6.9. for any illegal purpose; 5.6.10. to drive into restricted areas; 5.6.11. for driving school; 5.6.12. to break requirement of driving; 5.6.13. The RENTER is authorized to drive only in Italy. Driving the vehicle in a foreign country requires specific authorization by the LESSOR; 5.6.14. in case of driving in countries other than Italy, the RENTER takes on full liability and will have to pay any cost arising from the recovery of the vehicle, damages and theft; 5.6.15. the improper use of the vehicle has as result the lapse of the insurances purchased, such as SCOW, TP, STP and SKPLUS; 5.6.16. It is forbidden to smoke inside the vehicle. The RENTER will be liable in case of damage from burns to upholstery, small smoke inside the vehicle, and he will have to pay a fixed cost to restore the hygiene of the vehicle € 60.5.6.17 Do not drive the vehicle while intoxicated or unconscious or under the influence of alcohol and/or drugs and/or anything can alter the physical and psychological conditions in contrast with the rules of the road

5.7. DAMAGE TO LOCKS The RENTER is liable for any damage to locks, unless he has signed additional securities (SKPLUS). In all cases the renter must provide to the lessor a regular complaint to the authorities, otherwise he will have to pay for any damage, in addition to immobilisation fees, if necessary, even in case of SKPLUS.

6. CHARGES AND ADDITIONAL EXPENSES Charges specified in the CONTRACT include the basic rental fee (including unlimited mileage, VAT, road tax, airport taxes and basic mandatory insurances with excess). Basic rental fee is calculated on the basis of at least one rental day (24-hour time beginning on the day and time of delivery of the vehicle to the renter). A maximum tolerance of 59 minutes is granted, after this delay an extra day rental will be charged. The rented vehicle is generally provided with a full tank of fuel. If the car is redelivered with less fuel than the one provided the pick up day, the RENTER will have to pay an amount called Refueling tax equal to € 20,00, in addition to the amount of the missing quantity charged at € 2,50/lt. There are some charges for optional items or extra services(second driver, baby seat, snow chains, out of hours fees € 45 per each hour after h. 23:00 (max € 135 until 2 a.m.) , extra insurances, one-way fees starting from € 70 up to € 260 etc). All charges due to damages caused to the vehicle provide an administration fee of € 60 in addition to any damage arising from immobilisation fees (€ 50/day), or an amount according to the official tariffs in force, equal to the amount due if the rental was continued for a time corresponding to the necessary repairs and finding of spare parts. Damages will be quantified on the basis of a technique estimation by a qualified technician, using appropriate softwares to estimate vehicle damages, with prices and repair times updated and approved by ANIA (National Association of Insurance Companies or Winfed "Damage Matrix" where the prices are calculated on the base of vehicle manufacturer's list price and include labour costs, consumables,waste management.The damage matrix can be shown to the customer if he makes a request to our employe

7. THEFT - FIRE- ACCIDENT The RENTER should immediately, if possible, report any loss or theft of the vehicle to the competent authorities and the LESSOR, within 24 hours from the beginning or discovery of the event. If the RENTER asks for a replacement vehicle, the Lessor must proceed with a new rental agreement and a new deposit to be held on customer's credit card. The LESSOR may also claim the right not to proceed further in the execution of the CONTRACT, considering the cases of accident / theft / fire/ stop of the vehicle as a just cause to rescind the contract. In such a case the LESSOR waives the right for the payment of the rental tariff for the remaining contractual time. This amount will be refunded to the customer after having received a written request by him. If the customer waive the replacement car (which the Lessor want to provide) he won't have any right for a refund of the unused days.

7.1. THEFT / FIRE In case of total/partial theft or total/partial fire of the vehicle the RENTER has to produce the original complaint to the LESSOR, the same complaint lodged to the competent authorities and also an autographed statement on the event, within and no later than 3 working days from such event. The CONTRACT will be closed on the date of the complaint of theft, if the LESSOR receives the original complaint with the car keys, within 3 working days. Otherwise the CONTRACT will remain open and daily costs will be charged to the RENTER, until the delivery of the original complaint. Failure to deliver the original complaint of theft within 15 working days from the event, the RENTER will have to pay a cost equal to the market value (Yellow Eurotax)of the vehicle at the time of theft. In case of theft, also determined by proven negligence of the RENTER, failure to deliver vehicle keys, the RENTER will have to pay a cost equal to the market value (Yellow Eurotax) of the vehicle at the time of theft.

7.2. ACCIDENT The RENTER shall inform us for any kind of accident or damage to the vehicle within 24 hours from the event. The RENTER must not admit any liability, decide any claim or accept any waiver in case of accident, but get names and addresses of people involved to, including witnesses. The RENTER undertakes to cooperate with the LESSOR and relative insurance company in any inquiry or legal proceedings arising from the loss or damage to the vehicle.

7.2.1. PROCEDURE IN CASE OF ACCIDENT In case of accident, the RENTER is obliged to: A) immediately inform the LESSOR (through telegram, fax, mail or other means of communication), sending to him a detailed report, using the appropriate model provided with vehicle documents; B)fill in all parts the Accident Report Form (CAI), signed by the RENTER and third parties involved to, specifying names, addresses and telephone numbers of witnesses, license plate number of all vehicles involved to, information relating to the insurance and ownership of the mentioned vehicles; C) inform the LESSOR of any other useful information; D) follow LESSOR'S instructions concerning the safeguard and/or repair of the vehicle.

7.2.2. POTENTIAL ACCIDENT The RENTER will be fully liable for any damage to the vehicle, if he does not deliver the Accident Report Form (CAI), filled in all parts and signed by the third parties. If it is not possible, the RENTER will have to inform the LESSOR, as described above, and deliver the report lodged to the competent authorities. Failure to fulfil one or more formalities, as above, the RENTER will be fully liable for any damage to the vehicle, even if he had subscribed the additional securities CDW-SCDW-SKPLUS. In case of potential vehicle accident, the LESSOR will charge the RENTER a quantified sum through specific technique estimation, as a precaution, waiting for the payment of damages by the insurance company. This circumstance can be deleted with the signing of additional security SKPLUS. Winfed Srl will keep € 100 (not refundable) for the insurance claim opening anyway. The RENTER is immediately obliged to inform the staff of the rented vehicle for any damage to the vehicle, regardless of the cause and the manner caused it. The RENTER has to deliver a written detailed statement regarding the events happened. Otherwise, the RENTER will have not any guarantee by its contractual obligation, even if he has signed one of the following clauses: CDW-SCDW-SKPLUS. The RENTER will have to pay also any damage to the vehicle, the cost for immobilisation fees, according to the official tariffs in force, equal to the amount due if the rental was continued for a time corresponding to the necessary repairs and finding of spare parts.

7.2.3. SELF-ACCIDENT In case of self-accident, the RENTER will have to fill and sign the appropriate form, available at our offices within 48 hours of the event. Otherwise, the RENTER will be fully liable for any damage to the vehicle and immobilisation fees. In this case the RENTER will have to pay for a sum equal to the amount due if the rental was continued for a time corresponding to the necessary repairs and finding of spare parts. Regardless, as well, of the expense charged as a penalty or the subscription of the following clauses: CDW-SCDW-SKPLUS.

8. FINE TOLLS AND FINES The RENTER is fully liable for traffic violations committed during his rental period (for example except to restricted areas (ZTL limited traffic zones), no parking areas, speeding tickets, non-payment of parking where provided, driving in public transport lane, tolls). The RENTER authorizes the LESSOR to charge him a reasonable administrative cost of € 60,00, for the management of each fine and for the appeal made to the Police with request of notification to the real transgressor. If it isn't possible to proceed with the fine re-notification his fine will be charged too. The RENTER authorizes the LESSOR to charge these amounts to his own credit card, when the LESSOR receives the notification. Customer can receive the fine notification from the Police within 18 months from the day of infringement since the fine will be notified to the Leasing Companies before and then to the Car Rental Company which will provide real driver's details to the Police. The Lessor will advise the renter by e-mail about the fine he is going to receive from the Police (attaching fine copy) and about the admin. fees charge. It will be made after the charge has been done. If customer finds a notice of fine on the windshield it must be paid within the days indicated and he must send copy of the fine and of the payment to mute@italyarent.com (within 15 days) for its filing. In case the customer doesn't follow this procedure the Lessor will proceed with the re-notification of the fine to the Police and with the charge of administrative fees of € 60. The Car Rental is not liable in any way for the lack of information about the locations where the ZTL (Limited Traffic Zone) is applied.

9. COMPLAINTS If any of the stipulations of this CONTRACT is held invalid, illegal or unenforceable (entirely or partially), that stipulation or a part of it will be excluded from this CONTRACT, but the remaining part of it will continue to be valid and effective. No change may be made to the conditions above, without the agreement of Winfed Srl representative. Any possible complaint to subject to the LESSOR must be sent in writing within and no later 20 days after the end of the rent, to the following email address: customercare@italyarent.com.

10. LOCALIZATION By signing the RENTAL CONTRACT, the Renter or any other subject instructed by him, authorizes expressly and unconditionally, to monitor at distance the correct use and working of the rented vehicle, through satellite alarm systems.

11. ITALIAN TRANSLATION FOR THE INTERPRETATION OF THE CONTRACT Italian translation of general conditions of this CONTRACT will prevail, in case of any dispute because of differences, on English translation. Italian translation expresses the exact will of both parties.

12. LAW AND JURISDICTION This CONTRACT is governed by Italian law. The LESSOR and the RENTER undertake each other to try to solve any possible dispute in an amicable way. Otherwise, the LESSOR and the RENTER agree right now that any dispute will be subject to Italian jurisdiction. The competent authority is the Court of Palermo.

13. PRIVACY POLICY FOR CUSTOMERS Customer's personal data are treated by Winfed Srl in accordance with Regulation GDPR 2016/679 for which there is a separate attachment