

# Terms of use of the choruslife.com website



Welcome to the [choruslife.com](https://choruslife.com) website ("Website").

The Website is owned by the company Chorus Life S.p.A., with registered office in Viale Vittorio Emanuele II, 10/M, 24121 - Bergamo, - Tax No. - VAT No. 02162710160, Bergamo Companies' Registry No. 267795 ("ChorusLife" or the "Company"). The Website hosts texts, images, videos and other information material in relation to the creation of the ChorusLife spaces and, more generally, in relation to the ChorusLife project. In addition, the Website hosts a user area, where the user can sign up and create a user account in order to access the service available on [choruslifeliving.com](https://choruslifeliving.com) and called "Configurator", as better described in Article 2 below, as well as any other service as available from time to time on the Website ("Services").

## 1. ACCESS AND USE OF THE WEBSITE

1.1 Access to and use of the Website by users are governed by these terms of use (the "Terms of Use").

1.2 Users are permitted to access the Website and the Materials, as defined in Article 3 below, to examine the ChorusLife project and any other news and/or information published on the Website. The Website is intended for private use, for the user's personal and non-commercial purposes.

1.3 The Company may amend or update all or part of the Terms of Use at any time. Changes and updates to the Terms of Use shall be adopted and shall be binding as soon as they are published on the Website in this section. The user is, therefore, invited to check the publication of the most recent and up-to-date Terms of Use on the Website, which show the version and the update date at the bottom.

1.4 The Company declines all responsibility for any damage resulting from the inaccessibility of the Website and/or for any other damage, due to causes not chargeable to the Company and which were not reasonably foreseeable by the Company, such as, by way of example but not limitation, network malfunctions, unauthorised access, failure and/or malfunction of the user's electronic equipment.

1.5 The Company reserves the right to suspend the access to the Website at any time for maintenance purposes.

## 2. SIGNING-UP TO THE WEBSITE AND THE SERVICES

2.1 With the exception of the sections of the Website that have a mere information purpose and are accessible as a "guest", the prior creation of an account is required in order to use the Services offered through the Website. The user chooses the credentials he/she will use to access the Website during the sign-up process. They must be kept with extreme care and attention, they may only be used by the user and may not be transferred to third parties. The user undertakes to keep them secret and to ensure that no third party has access to them and also undertakes to inform ChorusLife immediately if he/she suspects or becomes aware of any improper use or improper disclosure. Alternatively, the user may access the Website by means of one of the social login systems made available by ChorusLife.

2.2 The user declares and warrants that the information entered during the sign-up process or when using the Website is true, correct and complete

2.3 As part of the Services available on the Website and accessible only upon prior sign-up, the user may have access to the "Configurator". This is the digital solution for exploring the different types of flats in the ChorusLife spaces available for rental, configuring the flats according to the user's needs and scheduling an appointment at ChorusLife in order to visit the flats and sign the relevant rental contracts. Each user may not configure more than one flat at a time.

2.4 The configuration through the Website of a flat and/or the scheduling of an appointment at ChorusLife does not confer any rights on the user in relation to said flat and/or any additional flats. Indeed, other users or third parties may configure (or may have already configured) the flat and schedule (or may have already booked) an appointment, as well as sign a rental contract. In this case, the flat might become unavailable at any time.

2.5 The Configurator is a merely informative section of the Website. Accordingly, all aspects relating to the pre-contractual and contractual phases of the rental relationship for flats will be managed outside the Configurator and, more generally, the Website.

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## 3. INTELLECTUAL PROPERTY RIGHTS

**3.1** The contents of the Website, such as, by way of example, the trademarks, domain names and any other distinctive sign, texts, images, photographs, dialogues, music, sounds, videos, Services and any other material, in any format, published on the Website, the web pages, the design of the Website and the software (the “Materials”), are the exclusive property of Chorus Life S.p.A. or granted to it for use, and are protected by intellectual property laws.

**3.2** You are not allowed to make any use of the Materials other than the permitted use as specified in these Terms of Use. By way of example but not limitation, you are not permitted to carry out, in any form and/or manner, in whole and/or in part, any of the following: reproduce, publish, disseminate, transmit, make available to the public, distribute, modify the Website, the Services and/or the Materials, perform scraping activities of the Materials, create and/or use derivative works of the Website, the Services and/or the Materials, without obtaining the express written consent of the Company and of the other right holders indicated by the Company. Downloading or copying, where authorized in writing by ChorusLife, does not imply the purchase by the user of any right or title on the Materials.

## 4. LINKS TO OTHER WEBSITES

The Website may contain hypertext links (so-called links) to other websites - including sponsored links, banners and advertisements - that have no connection with the Website or, in any case, with ChorusLife. The latter may not be held responsible for the contents of these websites and the rules adopted by them, also with regard to the processing of the user's personal data during navigation operations. ChorusLife, therefore, offers no guarantees and/or makes no representations and/or assumes no liability in relation to such links and/or third-party websites and/or in relation to their contents and/or any damage resulting from the use of them. The user is solely and exclusively responsible for access to other websites via links on the Website.

## 5. APPLICABLE LAW, PLACE OF JURISDICTION AND ODR

**5.1** These Terms of Use are governed by Italian law.

**5.2** For any dispute relating to these Terms of Use in which a consumer is a party, the court of the place of domicile or habitual residence of the consumer shall have jurisdiction. For all other disputes that may arise in connection with the interpretation, execution and validity of these Terms of Use, the Court of Milan shall have exclusive jurisdiction.

**5.3** A European platform for the online out-of-court settlement of disputes (so-called ODR platform) has been set up, which consumers may freely use. The ODR platform is available [here](#).