

TERMS OF USE AND PRIVACY POLICY OF CHORUS LIFE *FREE WI-FI* SERVICE

1. SUBJECT

1.1 These terms define and govern the provision by Chorus Life S.p.A. (hereinafter, "**ChorusLife**") of the Wi-Fi network access service (hereinafter, the "**service**") in the *ChorusLife* smart district (hereinafter, the "**Smart District**").

1.2 The service is intended for visitors of the Smart District (hereinafter, individually the "**User**" and collectively the "**Users**"). The service enables the User to access, free of charge, the Internet network in Wi-Fi mode within the Smart District. The User, before accessing the service, must carefully read these terms of use (hereinafter, the "**Terms**") and undertake to comply with them. Access to the Wi-Fi network does not require the creation of a profile.

1.3 ChorusLife has entered into a contract of connectivity services with an operator of electronic communication services for the provision of the service. ChorusLife is not an operator of electronic communication services and makes the service available to Users pursuant to Art. 10 of Decree law no. 69/2013, converted with amendments by Law no. 98/2013.

1.4 ChorusLife may amend these Terms when there are technical changes to the service, changes to the business of ChorusLife or regulatory changes or updates. The User is invited to read these Terms before making a new connection to the Wi-Fi network, via the link <https://choruslife.com/en/informativa-wifi>.

2. PROVISION OF THE SERVICE

2.1. The service may be used by the User through his/her own devices (PC, notebook, smartphone, tablet, etc.) equipped with a Wi-Fi network card, appropriately configured. It is therefore the User's responsibility to procure, at his own care and expense, the technical equipment necessary to access the service and to take care of its correct configuration.

2.2. In order to guarantee fair use of the service for all Users, ChorusLife reserves the right to suspend the service for Users whose usage levels are irregular or above the average for the period (connection time and/or data download).

2.3. ChorusLife does not issue any guarantee on the service; the service is provided through shared-band frequencies and without interference protection: therefore, the provision of the service and its quality are not guaranteed. The service is provided over a free network; ChorusLife therefore advises against its use in the case of communications containing data of a confidential nature.

3. CHARACTERISTICS OF THE SERVICE

The service provides a maximum connection speed of up to 100 Mbps for download and 100 Mbps for upload.

4. GUARANTEES AND COMMITMENTS OF THE USER

4.1 The User agrees to use the service in accordance with the applicable legislation and in compliance with ChorusLife's and third parties' rights. By way of example, the User agrees:

- (i) not to use the service to commit or facilitate the commission of crimes of any kind;
- (ii) to ensure that any content placed on the network does not violate the intellectual or industrial property rights of ChorusLife or third parties;
- (iii) not to use the service to engage in activities aimed at compromising the security of the Smart District and the information systems of ChorusLife or in activities aimed at violating confidentiality, causing damage to third parties, performing acts against decency or public order and/or violating the secrecy of correspondence;
- (iv) not to place on the Internet via the service information that may be pornographic, obscene, blasphemous or defamatory in nature or content;
- (v) not to use the service to send unsolicited commercial communications or to access any addresses, resources or devices that do not belong to the User;
- (vi) adopt adequate means of protection against computer viruses and other threats that may cause damage to ChorusLife, third parties or the network itself;
- (vii) use the service in compliance with these Terms and any technical instructions provided by ChorusLife.

4.2 ChorusLife may not be held liable for the use of the service by the User and for any claim or request for any reason whatsoever made by third parties in relation to the use of the service by the User in violation of the applicable legislation, these Terms or ChorusLife's or third parties' rights (by way of example, ChorusLife has no knowledge of and may not be held liable for the data entered by the User when using the service).

4.3 In the event that ChorusLife, in violation of these Terms or of the applicable legislation, causes damage to the User in the context of the provision of the service, except in the event that the damage is the result of wilful misconduct or gross negligence on the part of ChorusLife, the compensation owed to the User shall be limited to the damage that could have been foreseen at the time of the User's access to the Wi-Fi network.

5. SUSPENSION OR OTHER MALFUNCTIONS IN THE PROVISION OF THE SERVICE

5.1 Interruptions, suspensions or malfunctions may occur during the provision of the service.

5.2 The User acknowledges that ChorusLife shall not be liable for any inconvenience and/or damage caused to the User or third parties as a result of said interruptions, suspensions or malfunctions of the service, including those resulting from modifications or maintenance, whether unplanned, unforeseeable

and technically necessary or planned and foreseeable. In such cases, however, ChorusLife shall take steps to minimise any possible inconvenience to the User, possibly by providing the necessary information and/or, if possible, a reasonable notice of interruption or suspension of the service.

5.3 In the event of a change in the Terms that prevent the regular provision of the service (by way of example, but not limited to, the termination for any reason whatsoever of the contract for the supply of the connectivity service concluded between ChorusLife and the provider of electronic communication services), ChorusLife shall be entitled to interrupt the provision of the service at any time, without prejudice to the fact that it shall do everything within its power to provide adequate notice.

6. PRIVACY POLICY PURSUANT TO ARTICLE 13 OF EUROPEAN REGULATION 2016/679 ON THE PROTECTION OF PERSONAL DATA (hereinafter "Regulation**")**

With this privacy policy, ChorusLife provides information on the processing of Users personal data for the purposes of providing the service, on the rights recognised by the legislation on the protection of personal data and on the methods for exercising them.

6.1 Data controller

ChorusLife S.p.A with registered office in Viale Vittorio Emanuele II, 10/M, Bergamo, Bergamo's company register no., Tax Code and VAT no. 02162710160 ("**ChorusLife**" or the "**Data Controller**").

6.2 Data subject to processing

Pursuant to the Regulation, personal data means any information capable of identifying, directly or indirectly, a natural person, such as the User who accesses the Wi-Fi service provided by ChorusLife ("**Data**").

The Data Controller processes the Data relating to the connection of the User's device to the Wi-Fi network, i.e. the IP address and the MAC Address. The MAC Address is a code uniquely assigned by the manufacturer to the computer device from which the User connects or attempts to connect. In addition, the Controller also processes the following information in relation to each connection session: start date and time, end date and time, network access antennas and their location, amount of traffic exchanged, device name, device type, device language, operating system version.

In any case, the Data Controller does not store Data relating to location or movement tracking by means of Wi-Fi location tracking techniques.

6.3 Purpose and legal basis of the processing

The Data processing is carried out by ChorusLife to enable the connection of the User's device to the Wi-Fi network. The legal basis for the processing of the Data is the performance of a contract to which the User is party and of pre-contractual measures adopted at the User's request. Failure to provide the Data will make it impossible for the User to use the service.

The Data Controller may also process the Data to comply with legal obligations; by way of example, ChorusLife may process the Data to handle requests from judicial and/or police authorities. The legal basis for processing for the latter purpose is the fulfilment of a legal obligation to which the Data Controller is subject.

On the basis of the legitimate interest of the Data Controller or third parties, having assessed that the interests or fundamental rights and freedoms of the User do not prevail, the Data Controller may perform an analysis of aggregated data relating to the use of the service.

The Data Controller may also process the Data to protect its own rights, Users' rights and third parties' rights. The processing of the Data may also take place in the context of carrying out operations to change the corporate structure or to manage any litigation. Such possible processing could be carried out on the basis of a legitimate interest of the Data Controller or of third parties, provided that the interests or fundamental rights and freedoms of the User do not prevail.

6.4 Methods of processing

In relation to the above purposes, Data processing is mainly carried out with the help of electronic tools and, on a residual basis, by means of paper support but, in any case, with tools suitable to ensure security and confidentiality.

6.5 Data recipients

Personal Data may be communicated by the Data Controller, solely and exclusively for the purposes indicated and where necessary, to the following categories of subjects:

- companies that are entrusted with the management of the Smart District (for example, the *facility management* company Revalo S.p.A.);
- companies that provide IT and electronic communication services;
- legal consultants;
- Judicial authorities, law enforcement agencies or any other third parties who have the right to do so.

The Data will not be disseminated.

With reference to the Personal Data communicated to them, the subjects belonging to the above-mentioned categories may operate, depending on the cases, as data processors (and in this case they will receive appropriate instructions from the Data Controller) or as separate data controllers. In the latter case, Personal Data will be communicated only with the express consent of the User, except in cases where communication is required by law or necessary or for purposes for which the User's consent is not required by law.

Data will not be transferred outside the European Union. Where this occurs, the Data Controller will ensure that transfers take place in compliance with the requirements imposed by the Regulation.

The Data will not be disseminated and/or communicated to third parties located outside the European Economic Area.

6.6 Period of data retention

ChorusLife will process the Data for the time strictly necessary to pursue the purposes indicated and described in point 6.3 above. Data shall be retained for an average period of no more than 30 days from the last access to the Wi-Fi network, unless it must be retained for a longer period of time to ensure the effective achievement of the purposes set out in point 6.3 above, for example following a specific request for investigation by the judicial authorities and/or the police, in any case in compliance with the provisions of the applicable laws.

In any case, the Data Controller does not store data relating to telematic traffic carried out by Users.

6.7 Users' rights

At any time, the User shall be entitled to:

- obtain confirmation from the Data Controller that his/her Data is or is not being processed and, if so, to obtain access to the information referred to in Article 15 of the Regulation;
- obtain the rectification of inaccurate Data concerning him/her, or, taking into account the purposes of the processing, the integration of incomplete Data, where applicable;
- obtain the deletion of the Data, in the presence of one of the reasons referred to in Article 17 of the Regulation, where applicable;
- obtain the restriction of the processing of Data in the event of one of the cases referred to in Article 18 of the Regulation;
- receive his/her Data in a structured, commonly used and machine-readable format, as well as transmit such Data to another Data Controller without hindrance, if technically possible, in the cases and within the limits set out in Article 20 of the Regulation, where applicable;
- object to the processing of his/her Data, on grounds relating to your particular position, where applicable.

In some cases, where the exercise of the above-mentioned rights may compromise the purposes of protection of rights in judicial proceedings, the response from the Controller may be delayed, limited or excluded. In this case, the Controller shall send a reasoned notice to the User without delay, unless the notice may compromise the purpose of the limitation, for the time and to the extent that this constitutes a necessary and proportionate measure, taking into account the fundamental rights and legitimate interests of the User, in order to safeguard the interests indicated above. In such cases, the User may lodge a complaint with the Italian Data Protection Authority.

The Data Controller may request further information before processing requests, if it needs to verify the identity of the individual who submitted them.

Pursuant to the Regulation, the Controller is not authorised to charge a fee to comply with any of the requests set out in this paragraph, unless they are manifestly unfounded or excessive, and in particular because of their repetitive character. In cases where a User requests more than one copy of his/her personal data or in cases of excessive or unfounded requests, the Data Controller may (i) charge a reasonable fee, taking into account the administrative costs incurred to process the request or (ii) refuse to comply with the request. In these cases, the Controller will inform the User of the costs before processing the request.

These rights may be exercised by writing to infoprivacy@choruslife.com or by contacting the DPO at dpo@choruslife.com.

Without prejudice to any other administrative or judicial remedy, the User has also the right to lodge a complaint with the Garante per la Protezione dei Dati Personali if he/she considers that the processing concerning him/her is carried out in violation of the Regulation. Further information is available on the website www.garanteprivacy.it.

The Data Controller, in any event, invites the User to directly contact the Data Controller through the channels indicated above, before approaching the Garante per la Protezione dei Dati Personali, in order to resolve amicably and as quickly as possible any possible dispute regarding the protection of personal data.

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