

# Cantolopera Terms and Conditions

These Terms govern

- the use of this Web Application and
- any other binding Agreement or legal relationship with the Owner. Capitalized terms are defined in the relevant section of this document.

The User is requested to read this document carefully.

Although the contractual relationship relating to the purchase of such Products is concluded exclusively between the Owner and the Users, the Users acknowledge and accept that, if this Web Application has been provided to them through the use of navigation software, the latter may exercise rights deriving from these Terms as third-party beneficiaries.

The entity responsible for this Web Application is:

G7 Music Group Sas – Via Gioberti, 3 – 20090 Trezzano sul Naviglio (MI) - Italy

Owner's email address: [info@cantolopera.com](mailto:info@cantolopera.com)

## About this Web Application

Cantolopera , The Opera Revolution !

## What you need to know at a glance

- Please note that certain provisions of these Terms may only apply to certain categories of Users. In particular, some provisions may apply only to Consumers or Users who do not qualify as Consumers. Such limitations are always explicitly mentioned in each affected clause. In the absence of such a mention, the clauses apply to all Users.
- Subscriptions to Products offered on this Web Application are subject to automatic renewal. Information on a) the duration of the renewal period, b) cancellation procedures, and c) the notice period are provided in the respective sections of these Terms.
- Access to this Web Application is permitted to Users who meet the age requirements specified in these Terms.
- Access to this Web Application and use of the Service by minors is permitted only under the supervision of parents or legal guardians.

## Terms of Use

Unless otherwise specified, the terms of use of this Web Application set out in this section are generally applicable.

Additional conditions of use or access that may apply in specific situations are expressly indicated in this document.

By using this Web Application, the User declares to satisfy the following requirements:

- There are no restrictions on Users as to whether they are Consumers or Professional Users;
- User must be at least 16 years old;
- The use of this Web Application by minors is permitted only under the supervision of parents or legal guardians;
- You are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. Government as a "terrorist-sponsoring" country;
- You are not listed on any U.S. Government list of prohibited contractors;

## **Registration**

To use the Service, the User can open an account by indicating all the required data and information in a complete and truthful manner.

You cannot use the Service without opening a User account.

Users are responsible for keeping their login credentials safe and confidential. To this end, Users must choose a password that meets the highest security standards available on this Web Application. By creating an account, the User agrees to be fully responsible for all activities performed under their login credentials. Users are required to immediately and unambiguously inform the Data Controller using the contact details provided in this document if they believe their personal information, such as their User account, login credentials, or personal data, has been violated, unlawfully disclosed, or stolen.

## **Registration requirements**

Registration of a User account on this Web Application is subject to the conditions specified below. By registering an account, the User confirms that he or she meets these conditions.

- Opening accounts via bots or other automated means is not permitted.
- Unless otherwise specified, each User may create only one account.
- Except where expressly permitted, a User's account may not be shared with other people.

## **Account closure**

The User is free to close his/her account and cease using the Service at any time by following this procedure:

- By contacting the Data Controller at the addresses in this document: [info@cantolopera.com](mailto:info@cantolopera.com)

## **Account suspension and cancellation**

The Owner reserves the right to suspend or cancel a User's account at any time, at its sole discretion and without notice, if it deems it inappropriate, offensive, or contrary to these Terms.

Suspension or cancellation of the account does not give the User any right to compensation, refund or compensation.

The suspension or cancellation of an account for reasons attributable to the User does not exempt the User from paying any applicable fees or prices.

## **Contents on this Web Application**

Unless otherwise specified or clearly recognizable, all content available on this Web Application is owned or provided by the Owner or its licensors.

The Owner takes the utmost care to ensure that the content available on this Web Application does not violate applicable laws or third-party rights. However, this may not always be possible. In such cases, without prejudice to any legally enforceable rights and claims, Users are asked to direct any complaints to the contact details specified in this document.

## **Rights to the contents of this Web Application**

The Owner holds and expressly reserves all intellectual property rights on the aforementioned contents.

Users are not authorized to use the contents in any way that is not necessary or implicit in the correct use of the Service.

In particular, but without limitation, Users are prohibited from copying, downloading, sharing beyond the limits specified below, modifying, translating, processing, publishing, transmitting, selling, licensing, transforming, transferring/assigning to third parties or creating derivative works from the content available on this Web Application, nor from allowing third parties to undertake such activities through their User account or device, even without their knowledge.

Any applicable legal limitations or exceptions to copyright shall remain unaffected.

### **Access to external resources**

Through this Web Application, Users may have access to resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

The terms applicable to resources provided by third parties, including those applicable to any grant of rights in content, are determined by those third parties and governed by their terms and conditions or, in the absence of those, applicable law.

In particular, on this Web Application, Users may encounter advertisements provided by third parties. The Owner does not control or moderate the advertisements displayed through this Web Application. By clicking on any such advertisements, the User will interact with the third party responsible for the advertisement.

The Owner is not responsible for any consequences arising from such interaction with third parties, access to third-party sites, or the use of third-party content.

### **Permitted use**

This Web Application and the Service may only be used within the purposes for which they are offered, under these Terms and applicable law.

It is the User's sole responsibility to ensure that his or her use of this Web Application and/or the Service does not violate any law, regulation, or third-party rights.

Therefore, the Owner reserves the right to take any appropriate measure to protect its legitimate interests, and in particular to deny the User access to this Web Application or the Service, terminate contracts, report any reprehensible activity carried out through this Web Application or the Service to the competent authorities – e.g. judicial or administrative authorities – whenever the User engages in or is suspected of engaging in:

- violations of laws, regulations and/or the Terms;
- infringement of third party rights;
- actions that may significantly harm the legitimate interests of the Data Controller;
- offenses to the Owner or to a third party.

## **Terms and conditions of sale**

### **Paid products**

Some of the Products offered on this Web Application as part of the service are paid.

The fees, duration and conditions applicable to the sale of such Products are described below and in the respective sections of this Web Application.

To purchase the Products, the User is required to register or log in to this Web Application.

### **Product Description**

Prices, descriptions and availability of Products are specified in the respective sections of this Web Application and are subject to change without notice.

While the Products on this Web Application are presented with the greatest accuracy technically possible, representation on this Web Application through any means (including, as the case may be, graphic materials, images, colors, sounds) is intended for reference only and does not imply any guarantee as to the characteristics of the purchased Product.

The characteristics of the selected Product will be specified during the purchase procedure.

### **Purchase procedure**

Every step, from choosing the product to placing the order, is part of the purchasing process.

The purchasing process includes the following steps:

- Users are requested to choose the desired Product and verify their purchase choice.
- After checking the information visible in the purchase selection, Users can place the order by forwarding it.

## **Sending the order**

Placing an order entails the following:

- The submission of the order by the user determines the conclusion of the contract and creates the obligation for the User to pay the price, taxes and any additional charges and expenses, as specified on the order page.
- In the event that the purchased Product requires active participation by the User, such as the provision of personal information or data, specifications or special requests, placing the order also constitutes an obligation on the User to cooperate accordingly.
- Once the order has been submitted, Users will be sent a confirmation of receipt of the order.  
All notifications relating to the purchase procedure described above will be sent to the email address provided by the User for this purpose.

## **Prices**

During the purchase process and before placing the order, Users are duly informed of all fees, taxes and costs (including any shipping costs) that will be charged to them.

Prices on this Web Application:

- They include all applicable fees, taxes and costs.

## **Promotions and discounts**

The Owner may offer discounts or special promotions for the purchase of Products. Such promotions or discounts are always subject to the requirements and terms and conditions set forth in the relevant section of this Web Application.

Promotions and offers are always granted at the sole discretion of the Owner.

Repeated or periodic promotions or discounts do not constitute any claim or right that Users may assert in the future.

Depending on the case, discounts and promotions are valid for a specific period of time or while supplies last. Unless otherwise specified, the time limits for promotions and discounts refer to the time zone of the Owner's headquarters, as indicated in the contact information in this document.

## **Vouchers**

Promotions and discounts may be offered in the form of Vouchers.

In the event of a violation of the conditions applicable to the Vouchers, the Owner may legitimately refuse to fulfill its contractual obligations and expressly reserves the right to take appropriate action, including judicial proceedings, to protect its rights and interests.

Any additional or divergent provisions applicable to the use of the Vouchers reported on the relevant information page or on the Voucher itself shall prevail in any case, regardless of the provisions that follow.

Unless otherwise specified, the following rules apply to the use of Vouchers:

- Each Voucher is valid only if used in the manner and within the time period specified on the website and/or on the Voucher;
- The Voucher can only be redeemed in full at the time of purchase – partial use is not permitted;
- Unless otherwise specified, single-use vouchers can only be redeemed once per purchase and can therefore only be redeemed once even in the case of purchases made in installments;
- Vouchers cannot be combined;
- The Voucher must be used within the specified validity period. After the expiration date, the Voucher will automatically be cancelled. Any right to claim, including a refund of the value of the Voucher, is excluded.
- The User is not entitled to any credit/refund/compensation in the event of a difference between the value of the Voucher and the redeemed value;
- The Voucher is intended for non-commercial use only. Reproduction, counterfeiting, and commercialization of the Voucher are strictly prohibited, as is any illegal activity related to the purchase and/or use of the Voucher.

**Payment methods**

Details regarding the accepted payment methods are highlighted during the purchase process.

Some payment methods are subject to additional conditions or incur additional costs. Detailed information is provided in the relevant section of this Web Application.

All payments are handled independently by third-party services. Therefore, this Web Application does not collect payment data—such as credit card numbers—but receives a notification once the payment has been successfully completed.

If payment made using one of the available methods fails or is rejected by the payment service provider, the Owner is not obligated to fulfill the order. Any costs or fees resulting from the failed or rejected payment are the User's responsibility.

**Purchase through third parties**

Unless otherwise specified, purchases made through third-party online stores are also subject to the terms and conditions of those third parties. These terms and conditions prevail in any case of inconsistency or conflict with these Terms.

Therefore, Users who make purchases through such third-party online stores are requested to carefully read and accept the relevant terms and conditions of sale.

**Retention of title**

Until the Owner has received full payment of the purchase price, the User does not acquire ownership of the Products ordered.

**Retention of rights of use**

Until the Owner receives full payment of the purchase price, the User does not acquire the rights to use the Products ordered.

**Digital content delivery**

Unless otherwise specified, digital content purchased on this Web Application is delivered via streaming to the device or devices chosen by the User.

Users acknowledge and accept that, in order to use the Product, the chosen device or devices and their respective software (including operating systems) must be legal, commonly used, up to date and in line with current market standards.

Users acknowledge and accept that the ability to download the purchased Product may be limited in time and space.

## **Contract duration**

**Subscriptions**

Thanks to the subscription, the User receives a Product continuously or periodically for a certain period of time.

Paid subscriptions begin on the day the Cardholder receives payment.

To maintain the subscription, the User is required to pay the required periodic fee promptly. Failure to do so may result in the service being interrupted.

**Fixed-term subscriptions**

Fixed-term paid subscriptions start on the day the Owner receives payment and remain active for the subscription duration chosen by the User or otherwise indicated during the purchase process.

Once the subscription term has expired, the Product will no longer be accessible unless the User renews the subscription by paying the relevant price.

Fixed-term subscriptions cannot be cancelled early and end at the end of the subscription period.

**Automatic renewal**

Subscriptions are automatically renewed and charged to the payment method chosen by the User at the time of purchase, unless the User cancels the subscription within the notice periods indicated in the relevant section of the Terms and/or this Web Application.

The renewal has the same duration as the original subscription period.

**Resolution**

Recurring subscriptions may be terminated at any time by sending a clear and unequivocal cancellation notice to the Owner, using the contact details provided in this document or – if applicable – by following the instructions on this Web Application.

**Cancellation**

If the cancellation notice reaches the Owner before the subscription renewal date, the termination will take effect at the end of the current period.

## **User Rights**

**Right of withdrawal**

Unless otherwise stated, you have the right to withdraw from the contract within the period specified below (usually 14 days) for any reason and without justification. You can find further information on the right of withdrawal in this section.

**There is no right of withdrawal on this Web Application**

Users acknowledge and accept that there is no right of withdrawal from contracts concluded on this Web Application by virtue of the particular characteristics of the offer.

## **Limitation of Liability and Indemnity**

**Australian Users - Limitation of Liability**

Nothing in these Terms excludes, limits, or modifies any guarantee, condition, warranty, right, or remedy you may have under the Competition and Consumer Act 2010 ( Cth ) or any similar state and territory legislation that cannot be excluded, limited, or modified (a non-excludable right). To the fullest extent permitted by law, our liability to you, including liability for a breach of a non-excludable right and any liability not otherwise excluded under these Terms and Conditions, is limited, at the Owner's discretion, to the re-supply of the services or the payment of the cost of having them supplied again.

**US Users - Disclaimer of Warranty**

The Owner provides this Web Application "as is" and "as available." Use of the Service is at the User's own risk. To the maximum extent permitted by law, the Owner expressly disclaims all conditions, representations, and warranties of any kind—whether express, implied, statutory, or otherwise—including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by the User from the Owner or through the Service will create any warranty not expressly stated herein.

Without limiting the foregoing, the Owner and its subsidiaries, affiliates, officers, agents, co-branders, partners, suppliers, and employees do not warrant that the content is accurate, reliable, or correct; that the Service will be available, uninterrupted, or secure at any particular time or location; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at the User's own risk, and the User is solely responsible for any damage to the User's

computer system or mobile device or loss of data resulting from such download or from the User's use of the Service.

The Owner does not guarantee, endorse, warrant, or assume responsibility for any product or service advertised or offered by third parties through the Service or any website or service linked to it via hyperlink. Furthermore, the Owner does not participate in or in any way monitor any transactions between Users and third-party providers of products or services.

The Service may become inaccessible or malfunction with the User's browser, device, and/or operating system. The Owner cannot be held liable for any damages, whether perceived or actual, arising from the content, operation, or use of the Service.

Federal law, some states, and other jurisdictions do not allow the exclusion or limitation of certain implied warranties. The above exclusions may not apply to you. This Agreement gives you specific legal rights. You may also have other rights that vary from state to state. The limitations and exclusions in this Agreement apply to the fullest extent permitted by law.

#### Limitation of liability

To the maximum extent permitted by applicable law, under no circumstances shall the Owner, its subsidiaries, affiliates, officers, agents, co-branders, partners, suppliers and employees be liable for any

- Any indirect, punitive, special, consequential or exemplary damages, including, but not limited to, damages resulting from loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- Any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or your User account or the information contained therein;
- Any error, omission or inaccuracy in the contents;
- Personal injury or property damage, of any nature, resulting from the User's access to or use of the Service;
- Any unauthorized access to the Data Controller's security servers and/or to any personal information stored therein
- Any interruption or cessation of transmissions to or from the Service;
- Any bugs, viruses, Trojan horses or the like that may be transmitted to or through the Service;
- Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available through the Service; and/or
- Defamatory, offensive, or illegal conduct of any User or third party. Under no circumstances will the Owner, its subsidiaries, affiliates, officers, agents, co-branders, partners, suppliers, and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount greater than the amount paid by the User to the Owner in the preceding 12 months, or the term of this Agreement between the Owner and the User, whichever is shorter.

This limitation of liability section applies to the fullest extent permitted by law in the applicable jurisdiction, regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the Owner has been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. These Terms give you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, or limitations of liability in these Terms shall not apply to the extent prohibited by applicable law.

#### Indemnity

The User agrees to defend, indemnify and hold harmless the Owner and its subsidiaries, affiliates, officers, agents, co-branders, partners, suppliers and employees from and against any and all claims or demands, damages, obligations, losses, liabilities, charges or debts and expenses, including, without limitation, legal fees and expenses arising from

- Your use of or access to the Service, including any data or content transmitted or received by you;
- Your violation of these Terms, including, but not limited to, any breach by you of any representation or warranty set forth in these Terms;

- Your violation of any third party right, including, but not limited to, any right of privacy or intellectual property;
- Your violation of any applicable law, rule or regulation
- Any content submitted from your account, including, but not limited to, misleading, false, or inaccurate information, including where access is made by a third party using your personal username and password or other security measures, if any;
- The User's malicious conduct; or
- Violation of any legal provision by you or your affiliates, officers, agents, co-branders, partners, suppliers and employees, to the extent permitted by applicable law.

## **Common provisions**

### **No Implied Waiver**

The Owner's failure to exercise any legal right or claim arising from these Terms does not constitute a waiver of the same. No waiver may be considered a continuing waiver of a specific right or any other right.

### **Service Interruption**

To ensure the best possible level of service, the Owner reserves the right to interrupt the Service for maintenance purposes, system updates or any other changes, giving appropriate notice to Users.

Within the limits of the law, the Data Controller reserves the right to suspend or completely terminate the Service. In the event of termination of the Service, the Data Controller will ensure that Users can withdraw their Personal Data and information in accordance with the law.

Furthermore, the Service may not be available due to reasons beyond the reasonable control of the Owner, such as force majeure (e.g. strikes, infrastructure malfunctions, blackouts, etc.).

### **Reselling the Service**

Users are not authorized to reproduce, duplicate, copy, sell, resell, or exploit this Web Application or the Service in whole or in part without the prior written consent of the Owner, expressed directly or through a legitimate reselling program.

### **Privacy policy**

Information on the processing of Personal Data is contained in the privacy policy of this Web Application.

### **Intellectual property**

Without prejudice to any more specific provision contained in the Terms, the intellectual and industrial property rights, such as copyrights, trademarks, patents and designs relating to this Web Application are held exclusively by the Owner or its licensors and are protected under applicable laws and international treaties relating to intellectual property.

All trademarks – denominative or figurative – and any other distinctive sign, company name, service mark, illustration, image, or logo appearing in connection with this Web Application are and remain the exclusive property of the Owner or its licensors and are protected under applicable laws and international treaties relating to intellectual property.

### **Changes to the Terms**

The Owner reserves the right to modify the Terms at any time. In such case, the Owner will promptly notify Users of the changes.

The changes will only affect the relationship with the User for the future.

Continued use of the Service constitutes your acceptance of the updated Terms. If you do not wish to accept the changes, you must stop using the Service. Failure to accept the updated Terms may entitle either party to terminate the Agreement.



The previous applicable version continues to govern the relationship until the User accepts it. This version can be requested from the Owner.

If required by applicable law, the Owner will specify the date by which the changes to the Terms will enter into force.

### **Assignment of contract**

The Owner reserves the right to transfer, assign, dispose of, novate, or subcontract any or all rights and obligations under these Terms, taking into account the legitimate interests of the Users.

The provisions regarding modifications of these Terms apply.

The User is not authorized to assign or transfer his or her rights and obligations under the Terms without the written consent of the Owner.

### **Contacts**

All communications relating to the use of this Web Application must be sent to the addresses indicated in this document.

### **Safeguard clause**

If any provision of these Terms is or becomes invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

### **US Users**

Any invalid or unenforceable provision will be interpreted and reformed to the extent necessary to render it valid, enforceable, and consistent with its original intent. These Terms constitute the entire agreement between the User and the Owner with respect to the subject matter hereof and supersede any other communications, including any prior agreements, between the parties regarding the subject matter hereof.

These Terms will be enforced to the fullest extent permitted by law.

### **European users**

If any provision of these Terms is or becomes void, invalid or unenforceable, the parties shall do their best to find, by mutual agreement, a valid and enforceable provision to replace the void, invalid or unenforceable provision.

In the event of failure to agree within the aforementioned terms, if permitted or required by applicable law, the void, invalid or ineffective provision will be replaced by the applicable legal provisions.

Without prejudice to the foregoing, the nullity, invalidity or unenforceability of a particular provision of these Terms shall not entail the nullity of the entire Agreement, unless the null, invalid or unenforceable provisions within the Agreement are essential or of such importance that the parties would not have entered into the contract if they had known that the provision would be invalid, or in cases where the remaining provisions would impose an unreasonable and unacceptable hardship on one of the parties.

### **Applicable law**

The Terms are governed by the law of the place where the Owner is based, as indicated in the relevant section of this document, regardless of conflict of laws principles.

### **Exception for European Consumers**

However, regardless of the foregoing, if the User acts as a European Consumer and has his/her habitual residence in a country whose law provides for a higher level of consumer protection, such higher level of protection shall prevail.

**Competent court**

The exclusive jurisdiction to hear any dispute arising from or in connection with the Terms lies with the court of the place where the Owner is established, as indicated in the relevant section of this document.

**Exception for European Consumers**

The foregoing does not apply to Users who qualify as European Consumers or Consumers located in Switzerland, Norway or Iceland.

## **Dispute Resolution**

**Amicable settlement of disputes**

Users may report any disputes to the Owner, who will attempt to resolve them amicably.

Without prejudice to the Users' right to take legal action, in the event of any disputes relating to the use of this Web Application or the Service, Users are requested to contact the Owner at the contact details indicated in this document.

The User may submit a complaint to the Owner's email address indicated in this document, including a brief description and, if applicable, the details of the order, purchase, or account in question.

The Data Controller will process the request without undue delay and within 30 days of receiving it.

**Consumer Dispute Resolution Platform**

The European Commission has introduced an online platform for alternative dispute resolution that facilitates the out-of-court resolution of disputes relating to and arising from online sales and service contracts.

Therefore, any European Consumer can use this platform to resolve any dispute arising from contracts concluded online. The platform is [available here](#).

## **Definitions and legal references**

**This Web Application (or this Web Application)**

The structure that enables the provision of the Service.

**Agreement**

Any legally binding or contractual relationship between the Owner and the User governed by the Terms.

**Commercial User**

Any User who does not meet the definition of a Consumer.

**Good**

Any digital or paper code or voucher that allows the User to purchase the Product at a discounted price.

**European (or Europe)**

It defines a User physically present or with registered office in the European Union, regardless of nationality.

**Owner (or We)**

Indicates the natural or legal person who provides this Web Application and/or offers the Service to Users.

**Product**

A good or service that can be purchased through this Web Application, such as a physical good, digital files, software, booking services, etc.

The sale of a Product may be part of the Service, as defined above.

**Service**

The service offered through this Web Application as described in the Terms and on this Web Application.

**Terms**

All conditions applicable to the use of this Web Application and/or the provision of the Service as described in this document as well as in any other document or agreement related to it, in the most updated version respectively.

**User (or You)**

Indicates any natural person who uses this Web Application.

**Consumer**

Any natural person who, as a User, uses goods or services for personal purposes and, in general, acts for purposes outside of his or her entrepreneurial, commercial, craft or professional activity.

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