

Terms of use RoomMate

Last update: 23rd of August 2018

RoomMate makes life easier for anybody who shares a house with friends, colleagues, or even family. The addition of 'Expenses', 'Bills', 'Chores' or 'To-do lists' on RoomMate are to be considered as informal and not legally bound to any type of contract. RoomMate offers its services free of any warranty obligations. RoomMate is a 'work-in-progress': some functions may undergo unplanned variations; we may remove some tools or limit their use at any time. We ask you to be patient, as we are doing our best to make life easier for our users.

We edit the 'Terms of Use' and the Privacy Policy periodically. Their most recent version is available on <https://www.the-roommate.com/terms.html>

Terms of Use of application ('Services' section non included)

- **Who can use RoomMate:** RoomMate can be used by anyone who agrees to the Terms of Use and Privacy Policies. The use of RoomMate and its services is denied to who is banned from receiving them under applicable laws, to who has their account removed due to violations of terms of use, and to who is under 18 years old.
- **Description:** RoomMate is a service that simplifies the life of people who share a house, offering the possibility of managing and sharing expenses or bills, as well as organizing errands and chores. The service keeps track of the history of additions of every function and gathers information on data for a future use. The user is always aware that RoomMate is offered 'as it is' in the forms and modality in which it is currently available.
- **Informal debts:** RoomMate allows users to keep track of pending debts to their liking. The user is aware that these debts are not legally bound and that they represent an informal way of sharing information between users. The user is aware that RoomMate cannot guarantee the accuracy of informations added by users.
- **Conditions of use:** The user agrees that RoomMate must be used for its primary purpose, in line with the law and local, state, national, and international regulations in force. The user agrees not to use the service in a fraudulent, annoying, manipulative way, intended to money laundering or any other improper acts. RoomMate retains the right, but not the obligation, of examining the usage of the service and its coherence with the Terms, and of denying the access to who doesn't respect them or under explicit request of the competent authorities.
- **User commitment:** The user declares to act with honesty, and that all the information added on RoomMate is true, correct and present. The user also declares of being in possess of the required rights and age in order to accept the Terms and to be able to follow the rules mentioned in this document.
- **Warranty:** RoomMate Srls does not declare that the service will be free of errors, complete or employable as legal warranty. We remind you that the service is offered 'as it

is' in the forms and ways it is currently available. No warranty is available regarding the usage of the service. RoomMate denies any warranty, implicit or not, regarding its service.

- **Cancellation or Refusal of the Service:** The access to the RoomMate services can be ended at any time, for any reason, at the discretion of RoomMate only. RoomMate retains the right to end the use of RoomMate in case of spam, unwanted communications or hostility towards other users. The procedure, conforming with regulations in force, will be followed by the possibility of cancellation of the user's account data, as well as the groups they belong to. In the latter case, RoomMate retains the possibility of contacting other potential members of the group in question to ask for an opinion about the cancellation, in order to enhance the service.
- **Privacy and Security:** RoomMate retains some personal information about the user in order to provide the service. The detailed description of the collection and use of data can be found in the Privacy Policy. The user agrees with the treatment of personal data as specified in the Privacy Policy document. The user agrees that RoomMate can share information given in the application if required by legal or state conditions, as specified in the Privacy Policy. The user also declares to be of age and responsible for the prevention of an irresponsible use of their account.
- **Responsibilities:** RoomMate won't be considered responsible in any circumstance for any damage (moral damages included) which is linked to the use of the service, whether the user was informed or not about the possibility of the damage. RoomMate won't be considered responsible towards users who have agreed with the "terms of use" and with the Privacy Policy.
- **Refund:** The user agrees that RoomMate, its employees, agents and representatives aren't liable towards any third party for inappropriate uses of the service including refunds or expenses which are linked to complaints, losses, damage (physical or moral), trials and expenditures for lawyers or freelance professionals of any type.
- **Changes to the Agreement:** The user agrees that RoomMate can modify the present agreement by developing a new agreement at any time with immediate effect. Moreover, the users agrees that the new rights and duties have immediate effect if they don't view personally the document with the new terms of use.
- **Invalidity:** If any section of this document is declared to be invalid or not applicable, RoomMate is bound to provide a new section which is consistent in its aims with the original one.
- **Commitment:** The user agrees that the non-observance of any part of this agreement by RoomMate doesn't correspond to a waiver from RoomMate itself of the rights concerning each section of this document
- **Jurisdiction:** The user agrees that the document (Privacy Policy included) has to be interpreted according to the legislature in force.

- **Licence:** Users are not allowed to use, copy, adapt, modify, distribute, licence, sell, transfer, publicly display or carry out, transfer, spread, use the Platform or the Public Content, except when specifically permitted in this document.

Terms of Use of the application ('Services' section)

The present agreement defines the terms of use and the general conditions of use of the services proposed by RoomMate Srl, with its headquarters in Via Carlo Pepoli 3/2 - 40123 Bologna (Italy), P.I. 03690541200 (below, for short the "**Society**" or the "**Service**"), about the namesake application for smartphone and tablet.

- **Contents of the Service:** RoomMate handles the services proposed in the exclusive interests of the accessing users. Through RoomMate, the user can choose a third party company as emissary of the service itself. The services are referred primarily to the apartment. Their presence can be revoked or limited at exclusive discretion of RoomMate at any time. RoomMate reiterates that the execution of the service itself, therefore all the annexed responsibilities, are taken on responsibility of the third society. RoomMate remains then unrelated to the performance of the service; as facilitator, the Society establishes itself as showcase for third party companies which want to promote their service among the RoomMate users.
- **Payments:** The payments of the services have to be made only between the user and the third party company. RoomMate is not involved in any way in the methods of payment of any service, remaining external body.
- **Responsibilities:** in agreement to what stated above, RoomMate does not hold any responsibility towards the user in regard to the procedure or request, distribution and payment of the service.
- **Prohibited services:** The services that are not allowed on RoomMate are listed below:
 - Sexual services, or for sexual purposes such as: prostitution, erotic massages, exchange of contact for sexual encounters etc.
- **Indemnity:** the user commits to release from liability and to keep the society unharmed by any demand and/or claim and/or exception and/or request for refund, legal expenses including legal expenses, caused and/or deriving from the offer and/or implementation of all the services promoted and provided through RoomMate. The user also commits to release from liability and to keep the society unharmed by the violation of the present 'Terms of Use' or from the violation of any law or guideline or third-party right.