# Terms of Service

Effective as of January 11, 2018.

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## **Definitions**

The terms "us" or "we" or "our" refers to chorely, the owner of the App. A "Visitor" is someone who merely browses our App, but has not registered as Member.

A "Member" is an individual that has registered with us to use our Service.

Our "Service" represents the collective functionality and features as offered through our App to our Members.

A "User" is a collective identifier that refers to either a Visitor or a Member. All text, information, graphics, audio, video, and data offered through our App are collectively known as our "Content".

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#### Your Account

If you utilize the App, you are accountable for maintaining the confidentiality of your account and password and you accept responsibility for all activities that happen under your account and password. You also accept not to reveal any personally identifiable information, consisting of, however not limited to, first and last names, credentials, or various other details of a personal nature ("Personal Data") from the Site. Your disclosure of any Personal Data on the App might result in the immediate termination of your account. chorely additionally reserves the right to refuse service, terminate accounts, and remove or edit Content at its sole discernment.

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### Site Terms of Service Modifications

chorely may revise these Terms of Service for its App at any time without notice. By using this App you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

### Governing Law

Any claim relating to chorely's App shall be governed by the laws of California without regard to its conflict of law provisions, and You consent to exclusive jurisdiction and venue in such courts.

## Indemnity

You accept defend, indemnify, and hold safe chorely, its affiliates, and their corresponding officers, directors, agents and workers, from and against any claims, actions or demands, including without limitation affordable legal, accounting, and other provider charges, affirming or resulting from (i) any Content of most material You offer to the Site, (ii) Your use of any Content, or (iii) Your breach of the terms of these Terms. chorely will provide notice to You promptly of any such claim, match, or case.

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Our Legal Terms shall be treated as though it were executed and performed in California and shall be governed by and construed in accordance with the laws of California without regard to conflict of law principles. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our App, must be instituted within one (1) year after the cause of action arose or be forever waived and barred. Should any part of our Legal Terms be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that any Content in our App conflicts or is inconsistent with our Legal Terms, our Legal Terms shall take precedence. Our failure to enforce any provision of our Legal Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. The rights of chorely under our Legal Terms shall survive the termination of our Legal Terms.