

MY-DO MOBILE APPLICATION TERMS

Last updated: 05/05/2026

These Mobile Application Terms govern the download, installation and use of the My-DO mobile applications for iOS and Android.

My-DO may be used either:

- (a) by authorised users of a business, professional, institutional or public-sector customer, in which case the Commercial Terms of Service and the applicable customer agreement apply; or
- (b) by consumers, where Digita SRL expressly makes a private or consumer solution available, in which case the applicable Consumer Terms of Service apply.

These Mobile Application Terms supplement, and do not replace, the applicable Commercial Terms or Consumer Terms.

My-DO is provided by Digita SRL, Via Verdi 3, 24121 Bergamo, Italy, VAT / Tax Code 04334180165, PEC pec.digita@legalmail.it, support email info@digita.work.

1. Relationship with the Customer Agreement

My-DO is a B2B SaaS service. Access to My-DO is provided under a commercial agreement, order form, subscription plan or other written agreement between Digita SRL and the relevant customer organisation.

If you access My-DO using credentials provided by, created under, or associated with a customer organisation, your use is subject to:

- (a) these Mobile Application Terms;
- (b) the Commercial Terms of Service applicable to My-DO;
- (c) the applicable agreement between Digita SRL and the customer organisation;
- (d) any internal rules, policies or instructions provided by the customer organisation.

In case of conflict, the agreement between Digita SRL and the customer organisation shall prevail with respect to the customer's use of My-DO.

2. No Consumer Offering

My-DO is not offered or sold to consumers for personal, household or non-professional use.

Downloading the My-DO mobile application from the Apple App Store or Google Play Store does not create a consumer subscription, consumer sale or direct consumer service contract with Digita SRL, unless Digita SRL expressly offers such consumer service in writing.

If you are not an authorised user of a customer organisation, you must not access or use My-DO.

3. Authorised Use

You may use the My-DO mobile application only if you are authorised by a customer organisation to access My-DO.

You must use the application only for the purposes authorised by that customer organisation and in accordance with applicable law, these Terms, the Commercial Terms, the customer agreement and any instructions provided by the customer organisation.

You are responsible for keeping your credentials confidential and for preventing unauthorised access to your account or device.

4. Restrictions

You must not:

- (a) use My-DO for unlawful, harmful, misleading, abusive, discriminatory, infringing or privacy-invasive purposes;
- (b) upload, submit or process data, documents or content unless you are authorised to do so;
- (c) use My-DO in a way that violates third-party rights, confidentiality obligations, data protection laws or the instructions of the customer organisation;
- (d) attempt to reverse engineer, decompile, disassemble or discover the source code, algorithms, system prompts, security mechanisms or underlying components of My-DO;
- (e) bypass, disable or interfere with security, access control, moderation, monitoring or technical restrictions;
- (f) share your credentials or allow unauthorised persons to access My-DO;
- (g) use My-DO to train, develop, benchmark or improve any competing AI system, chatbot, digital assistant, knowledge management system or software service.

5. Inputs, Knowledge Base and Outputs

My-DO may allow you to submit prompts, questions, files, documents, instructions or other content and to receive AI-generated outputs.

The customer organisation is responsible for the knowledge base, system instructions, access permissions and content made available through My-DO.

AI-generated outputs may be inaccurate, incomplete, outdated, biased, misleading or unsuitable for a specific purpose. You must verify outputs before relying on them, especially in professional, technical, legal, administrative, safety-related, financial, medical, public-service or regulated contexts.

You must not represent that an AI-generated output was produced, reviewed or approved by a human unless that is true.

6. Privacy and Data Protection

Personal data processed through My-DO may be processed by Digita SRL on behalf of the customer organisation under the applicable data processing agreement.

The customer organisation is generally responsible for determining the purposes and means of processing personal data through My-DO.

Digita SRL may also process certain personal data as an independent controller for purposes such as account administration, security, support, service communications, fraud prevention, compliance and legal claims, as described in its Privacy Policy.

7. Suspension and Termination

Digita SRL may suspend or restrict access to the mobile application or to My-DO if:

- (a) required by law;
- (b) requested or instructed by the customer organisation;
- (c) your use violates these Terms, the Commercial Terms, the customer agreement or applicable law;
- (d) your use creates a security, legal, technical, operational or reputational risk;
- (e) unauthorised access, abuse, misuse or credential compromise is suspected.

Your access may also end when your relationship with the customer organisation ends or when the customer organisation's agreement with Digita SRL expires or terminates.

8. Mobile Application Licence

Subject to your compliance with these Terms, Digita SRL grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to download, install and use the My-DO mobile application on compatible devices that you own or control, solely for authorised use of My-DO.

You are responsible for any mobile data charges, internet fees, roaming charges or device costs arising from your use of the mobile application.

9. Updates and Compatibility

Digita SRL may provide updates, patches, improvements, bug fixes or new versions of the mobile application.

Some updates may be required to maintain security, compatibility, legal compliance or proper operation.

Digita SRL does not guarantee that the mobile application will remain compatible with all devices, operating systems, app store requirements or third-party services.

10. Apple App Store Terms

If you download the My-DO mobile application from the Apple App Store, you acknowledge that:

- (a) these Terms are between you and Digita SRL only, and not with Apple;
- (b) Apple is not responsible for My-DO or its content;
- (c) Apple has no obligation to provide maintenance or support for My-DO;
- (d) Apple is not responsible for claims relating to My-DO, including product liability, regulatory, consumer protection, privacy or intellectual property claims;
- (e) Apple and its subsidiaries are third-party beneficiaries of this section and may enforce it against you as required by Apple's applicable terms;
- (f) your use of the app must comply with Apple's applicable App Store and Apple Media Services terms.

11. Google Play Terms

If you download the My-DO mobile application from Google Play Store, you acknowledge that:

- (a) these Terms are between you and Digita SRL only, and not with Google;
- (b) Google is not responsible for My-DO or its content;
- (c) Google has no obligation to provide maintenance, support, warranty or claims handling for My-DO;
- (d) your use of the app must comply with Google Play's applicable terms and policies.

12. Payments and Subscriptions

My-DO subscriptions are generally purchased by the customer organisation under the applicable commercial agreement, Order Form or subscription plan.

The mobile application does not create a separate consumer subscription unless Digita SRL expressly offers such subscription to consumers.

If any paid feature is made available through Apple App Store or Google Play Store, the relevant app store billing, cancellation and refund rules may apply in addition to any applicable terms provided by Digita SRL.

13. Intellectual Property

Digita SRL owns and retains all rights in My-DO, the mobile applications, software, interfaces, workflows, systems, documentation, trademarks, know-how and related intellectual property.

No rights are granted except the limited right to use the mobile application in accordance with these Terms.

14. Liability

To the maximum extent permitted by applicable law, Digita SRL is not liable to authorised users for indirect, incidental, special, consequential or punitive damages, loss of data, loss of profits, business interruption or loss caused by reliance on AI-generated outputs.

Nothing in these Terms excludes or limits liability where such exclusion or limitation is prohibited by applicable law.

Any rights or remedies of the customer organisation are governed by the applicable commercial agreement between the customer organisation and Digita SRL.

15. Changes to These Terms

Digita SRL may update these Terms from time to time, including to reflect changes to My-DO, mobile app functionality, app store requirements, security needs, legal requirements or business operations.

Updated Terms may be made available through the website, mobile application, account interface or other reasonable communication method.

Continued use of the mobile application after the effective date of updated Terms constitutes acceptance of the updated Terms, to the extent permitted by applicable law.

16. Governing Law

These Terms are governed by Italian law, without prejudice to any mandatory rights that may apply under applicable law.

Unless mandatory law provides otherwise, the courts of Bergamo, Italy, shall have jurisdiction over disputes relating to these Terms.

17. Contact

For questions about these Terms or My-DO, contact:

Digita SRL
Via Verdi 3
24121 Bergamo, Italy
Email: info@digita.work
PEC: pec.digita@legalmail.it