

My-DO

Terms and Conditions of Use and Service

Application name	My-DO
Owner	Digita SRL
Registered office	Via Verdi 3, 24121 Bergamo, Italy
VAT / Tax code	04334180165
Company identification number	IT04334180165
Share capital fully paid-up	EUR 10,000.00
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1. Introduction and Owner Information

These Terms and Conditions of Use and Service (the "Terms") govern access to and use of the website, platform and SaaS services made available under the name "My-DO" (the "Application" or the "Service").

The Service is owned and operated by Digita SRL, with registered office at Via Verdi 3, 24121 Bergamo, Italy, VAT / Tax Code 04334180165, company identification number IT04334180165, share capital fully paid-up EUR 10,000.00, certified email (PEC) pec.digita@legalmail.it, support email info@digita.work (the "Owner", "Digita", "we", "us" or "our").

These Terms apply to professional users, corporate customers, public institutions, organizations, their authorized representatives and end users who access or use My-DO in a business, professional, institutional or organizational capacity.

Last revised: 06/05/2026

2. Definitions

- **"Account"** means the user profile or access credentials created to use the Service.
- **"Authorized User"** means an employee, contractor, manager, consultant, citizen, customer, partner or other individual authorized by a Customer to access the Service under the Customer account or environment.
- **"Customer"** means the professional, company, public institution, entity or organization that purchases, subscribes to or otherwise uses the Service.
- **"Customer Content"** means all data, documents, files, manuals, policies, procedures, prompts, system instructions, technical materials, knowledge-base items and other content uploaded, submitted, connected or made available to the Service by or on behalf of the Customer.
- **"Knowledge Base"** means the Customer-controlled set of documents, information and data sources used by the Service to retrieve, process or generate responses.
- **"Output"** means text, summaries, answers, recommendations, classifications, explanations or other content generated by or through the Service in response to user prompts, Customer Content, Knowledge Base configuration and system instructions.
- **"Professional User"** means a natural or legal person acting for purposes relating to their trade, business, craft, profession, institution or organization, and not as a consumer.
- **"Subscription"** means a recurring paid plan or commercial package granting access to the Service under agreed usage limits and conditions.
- **"System Instructions"** means the configuration instructions that define the role, tone, limits, behavior, permitted scope, response style and operational rules of a My-DO digital assistant.

3. Scope of These Terms

These Terms govern both the public website and the My-DO SaaS Application, unless a specific clause clearly applies only to one of them.

- Website use includes browsing public pages, accessing informational content, contacting the Owner, requesting information, and viewing marketing or product materials.
- Application use includes registration, account access, configuration of AI assistants, use of Knowledge Bases, submission of prompts, generation of Outputs, user management and any related SaaS functionality.
- If the Customer signs a separate written agreement, order form, data processing agreement, service level agreement or public procurement document with the Owner, that document prevails over these Terms only to the extent of any direct conflict.

By accessing or using the website or the Service, the Customer and its Authorized Users accept these Terms. A person accepting these Terms on behalf of a company, public body or organization represents and warrants that they have authority to bind that entity.

4. Description of My-DO

My-DO provides SaaS services for tailored AI systems. It is an AI-powered knowledge management platform designed to create specialized digital assistants for companies, public institutions and complex organizations.

The main purpose of My-DO is to transform internal documents, procedures, manuals, policies, technical files and organizational knowledge into a conversational application. Users can interact with the system through natural language and receive answers based on approved and controlled sources, rather than generic AI-generated information.

My-DO allows an organization to build customized AI assistants using, among other features:

- **System Instructions:** configuration rules that define how the assistant behaves, including its role, tone of voice, limits, response style and operational rules.
- **Knowledge Base:** documents and information used by the assistant to answer questions, including manuals, internal procedures, technical documentation, public service information, compliance materials or company knowledge.

The Application may be used by employees, managers, technicians, customers, citizens, partners and other Authorized Users to access reliable information, such as internal procedures, technical manuals, quality standards, public services or company policies, based on the Customer's configured knowledge environment.

A key feature of My-DO is controlled knowledge governance. The platform is designed to manage which sources are used, who may access information, how responses are generated and how organizational knowledge is protected.

5. Business, Professional and Consumer Use

The Service is primarily intended for business, professional, institutional and public-sector use. These Terms apply to Customers who access, purchase or use the Service for business, professional, institutional, organisational or public-sector purposes.

Where the Customer accesses or uses the Service on behalf of a company, organisation, public institution, employer, client or other legal entity, the Customer represents and warrants that it has the authority to bind such entity to these Terms.

The Service may also be made available by Digita SRL to individual consumers for personal, household or non-professional purposes through specific private solutions, consumer subscription plans, mobile application features or other consumer-facing offerings expressly provided by Digita SRL.

Consumer use is not governed by these Terms, unless expressly stated otherwise. Where Digita SRL makes the Service available to consumers, such use shall be governed by the applicable Consumer Terms of Service, any applicable app store terms, and mandatory consumer protection laws.

The Customer is responsible for ensuring that all Authorized Users accessing the Service under a business, professional, institutional or organisational account use the Service only within the professional, institutional or organisational context for which access has been granted.

6. Registration, Accounts and Credentials

Registration is required to access the Application. The Customer and Authorized Users must provide accurate, complete and up-to-date information during registration and throughout use of the Service.

- The Customer is responsible for managing Authorized Users and access rights within its organization.
- Credentials are personal to the assigned user and may not be shared, transferred or made available to unauthorized persons.
- The Customer must promptly notify the Owner of any suspected unauthorized access, credential compromise, security incident or misuse of the Service.
- The Owner may block, suspend or restrict an Account at any time in case of breach of these Terms, suspected misuse, security risk, non-payment or unlawful activity.

7. Commercial Terms, Subscriptions and Payments

The Owner sells digital products and software services, including SaaS services, to Professional Users. The Service may be offered under one or more Subscription plans, order forms, offers, commercial proposals or negotiated agreements.

7.1 Pricing

Pricing for the Customer's use of My-DO and the related SaaS services may be found on the My-DO pricing page available at www.my-do.ai/pricing, unless otherwise agreed by the Parties in a separate written ordering document, proposal, quotation, contract or order confirmation executed or accepted by the Customer and Digita SRL, as applicable (each, an "Order Form").

7.2 Subscriptions

My-DO is provided as a subscription-based SaaS service. The applicable subscription plan, features, usage limits, duration, renewal terms, fees, billing frequency and any additional commercial conditions shall be those indicated on the My-DO pricing page or in the applicable Order Form.

Unless otherwise provided in the applicable Order Form, subscriptions shall automatically renew for successive subscription periods of the same duration, unless terminated in accordance with these Terms or the applicable Order Form.

No free trial period is provided, unless expressly agreed in writing by Digita SRL.

7.3 Payments

Except as otherwise set forth in the applicable Order Form, the Customer shall pay all fees due for its use of My-DO and the related services ("Fees") within thirty (30) days from the date of the relevant invoice.

Where the Customer has an active Customer Account and a valid payment method has been provided, Fees may be automatically charged to the Customer's payment method on a recurring basis according to the billing frequency indicated in the applicable subscription plan, Order Form or other order confirmation.

All amounts paid by the Customer are non-refundable, non-cancellable and non-creditable, except where otherwise expressly required by applicable law or expressly agreed in writing by Digita SRL.

The Customer acknowledges that My-DO is offered exclusively to professional, business, institutional or public-sector users and not to consumers. Accordingly, no statutory consumer withdrawal right applies to purchases or subscriptions made through or in relation to My-DO.

7.4 Taxes

Unless expressly stated otherwise, the prices displayed for My-DO include VAT where applicable.

The Customer remains responsible for any applicable taxes, levies, duties, withholding taxes or similar governmental charges that may apply to the Customer's purchase, subscription or use of My-DO, to the extent required by applicable law.

If Digita SRL is required to collect, charge or pay any taxes, duties or similar charges in relation to the Fees, such amounts may be invoiced to the Customer unless the Customer promptly provides a valid tax exemption certificate or equivalent documentation.

If the Customer is required by applicable law to withhold any amount from payments due to Digita SRL, the Customer shall be responsible for remitting such withheld amounts to the relevant authorities and, where legally permissible, shall ensure that Digita SRL receives the full amount of the Fees agreed between the Parties.

7.5 Payment Disputes

In the event of a good-faith dispute concerning an invoice, the Customer shall:

(a) pay all undisputed Fees when due; and

(b) notify Digita SRL in writing at info@digita.work within fifteen (15) days from the date of issuance of the disputed invoice, providing sufficient detail to explain the basis of the dispute.

The Parties shall cooperate in good faith to resolve any payment dispute as soon as reasonably practicable. Failure to notify Digita SRL of a payment dispute within the above fifteen (15) day period shall constitute acceptance of the invoice, without prejudice to mandatory rights provided by applicable law.

7.6 Late Payments

Without prejudice to any other rights or remedies available to Digita SRL, if the Customer fails to pay any undisputed Fees when due, Digita SRL may suspend or limit access to My-DO and/or the related services until payment has been received.

Digita SRL may also charge statutory interest for late payment and recover reasonable collection costs, where permitted under applicable law.

7.7 Changes to Fees and Plans

Digita SRL may update its pricing, subscription plans, features or usage limits from time to time. Any changes shall apply in accordance with the My-DO pricing page, the applicable Order Form or any notice provided to the Customer.

Unless otherwise agreed in an Order Form, changes to Fees for an active subscription shall apply from the next renewal period or billing cycle, subject to reasonable prior notice to the Customer where required by applicable law or contract.

8. Customer Data, Knowledge Base and Outputs

8.1 Generally

The Customer may provide, upload, submit, configure or make available to My-DO certain data, information, documents and materials, including, by way of example, prompts, questions, instructions, system instructions, agent configurations, knowledge base content, technical manuals, procedures, policies, internal documentation, compliance materials, user queries and any other text, files, data or materials processed through the Service (“Customer Data”).

The Customer may receive responses, summaries, explanations, recommendations, classifications, answers, generated text or other content produced by My-DO in response to Customer Data and/or by processing information contained in the relevant knowledge base (“Output”).

For clarity, Output does not include:

- (a) any component, feature, software, source code, algorithm, model, system prompt, architecture, interface, workflow, database structure, model weights, parameters or other technical element of My-DO or of the underlying technologies used to provide the Service;
- (b) any third-party content, source material, linked content, external resource, snippet, citation, document excerpt, metadata, hyperlink or other material displayed, retrieved or made available through the Service to help the Customer or its authorised users understand, verify or contextualise an Output (“Third-Party Content”); and
- (c) any Customer Data, Customer Content or knowledge base content from which the Output may have been generated or derived.

To the extent permitted by applicable law and subject to these Terms, the Customer retains all ownership rights in its Customer Data. Subject to the Customer’s compliance with these Terms and the applicable Order Form, and to the extent permitted by applicable law, the Customer owns the Output generated specifically for the Customer through its Customer Account.

Digita SRL hereby assigns to the Customer any right, title and interest, if any, that Digita SRL may have in and to such Output, without prejudice to Digita SRL’s ownership of My-DO, its software, models, systems, know-how, templates, configurations, general methods, underlying technologies and service infrastructure.

8.2 Responsibility for Customer Data and Outputs

The Customer is solely responsible for all Customer Data provided, uploaded, submitted, configured or made available through its Customer Account, including any Customer Data provided by authorised users, administrators, employees, contractors, representatives, partners, clients, citizens or other end users enabled by the Customer. The Customer represents and warrants that it has and will maintain all rights, licences, permissions, consents, authorisations and legal bases required to provide, upload, process and use Customer Data through My-DO and to allow Digita SRL to process such Customer Data for the purpose of providing, maintaining, securing and improving the Service in accordance with these Terms and the applicable data protection documentation.

The Customer is solely responsible for:

- (a) the accuracy, quality, legality, completeness, relevance and updating of Customer Data and knowledge base content;
- (b) the configuration and maintenance of system instructions, access rights, user permissions, knowledge base sources and governance rules;
- (c) the review, validation, interpretation and use of any Output;
- (d) evaluating Output for accuracy, completeness, reliability, relevance, bias, appropriateness, security, compliance and suitability for the Customer’s intended use case;
- (e) ensuring that Output is not used in a way that violates applicable law, third-party rights, professional obligations, sector-specific rules, public-sector requirements, internal policies or these Terms.

The Customer may not represent or imply that an Output was generated, reviewed, approved or certified by a human where it was generated by My-DO, unless such Output has in fact been reviewed and approved by a qualified human operator.

Where My-DO provides tools, controls, filters, permissions, moderation features, audit logs, source restrictions, retrieval settings or other governance functionalities, the Customer remains responsible for configuring and using such functionalities appropriately. If the Customer disables, bypasses or fails to configure such functionalities, the Customer remains solely responsible for the resulting Outputs and uses of the Service.

8.3 Output Restrictions

The Customer shall not use any Output, Customer Data, generated content, system responses or other results obtained through My-DO to:

- (a) develop, train, fine-tune, benchmark, improve or commercialise any artificial intelligence model, chatbot, digital assistant, knowledge management system or software product that competes with My-DO or with services offered by Digita SRL;
- (b) reverse engineer, extract, infer, reproduce or attempt to discover any model, algorithm, system prompt, source code, architecture, workflow, retrieval logic, ranking logic, security mechanism or other technical component of My-DO;
- (c) create misleading, deceptive, unlawful, discriminatory, harmful or unauthorised content;
- (d) make automated decisions producing legal, employment, financial, healthcare, public-service or similarly significant effects on individuals without appropriate human review and safeguards, where required by applicable law;
- (e) provide professional, legal, medical, tax, financial, technical, safety-critical or regulatory advice to third parties without adequate expert verification and responsibility by the Customer;
- (f) infringe intellectual property rights, confidentiality obligations, trade secrets, data protection laws or other third-party rights;
- (g) misrepresent the capabilities, reliability, origin or human involvement of My-DO or of any Output.

8.4 Similarity of Output

Due to the nature of artificial intelligence systems, natural language processing technologies, retrieval-based systems and large language models, Outputs generated by My-DO may be similar or identical to outputs generated for other customers or users, especially where similar prompts, instructions, knowledge base materials, public information or common factual questions are involved.

Digita SRL does not guarantee that any Output will be unique, exclusive, protectable by intellectual property rights or free from similarity with content generated for or by other users, customers or third parties.

Responses generated for other customers or users through My-DO are not considered the Customer's Output, even if they are similar or identical to the Customer's Output.

8.5 Output Accuracy and Reliance

My-DO may use artificial intelligence systems, large language models, retrieval-augmented generation, natural language processing, machine learning, search, ranking and other probabilistic or automated technologies. These technologies are continually evolving and may produce Outputs that are inaccurate, incomplete, outdated, biased, inconsistent, misleading or unsuitable for a specific use case.

My-DO is not an authoritative, exhaustive or infallible source of information. Outputs are generated on the basis of Customer Data, knowledge base content, system instructions, available sources, model behaviour and technical configurations, and may be affected by errors, omissions, outdated documents, ambiguous instructions, incomplete knowledge bases, user prompts or technical limitations.

The Customer and its authorised users must not rely on Output as the sole source of truth, or as a substitute for professional advice, expert judgement, internal approval processes, legal review, tax advice, medical advice, engineering validation, safety assessment, regulatory assessment, administrative decision-making or any other professional or human evaluation required by the relevant context.

The Customer is responsible for verifying the reliability, accuracy, completeness, timeliness, lawfulness and appropriateness of any Output before relying on it, using it in business operations, incorporating it into documents or workflows, making decisions based on it, or making it available to third parties, clients, citizens, employees, partners or public users.

8.6 Knowledge Base Dependency

The Customer acknowledges that the quality, accuracy and usefulness of Outputs may depend significantly on the quality, structure, completeness, accuracy and updating of the Customer Data and knowledge base content provided or configured by the Customer.

Digita SRL does not independently verify the truthfulness, legality, completeness, quality or current validity of Customer Data, knowledge base content, internal documents, manuals, procedures, policies or other materials uploaded, connected or configured by the Customer, unless expressly agreed in writing.

The Customer is responsible for keeping its knowledge base and system instructions accurate, complete and up to date and for removing obsolete, incorrect, unlawful, confidential beyond the authorised scope or otherwise inappropriate content.

8.7 Human Oversight

The Customer shall implement appropriate human oversight, review and approval procedures in relation to the use of My-DO, especially where Outputs may affect legal rights, public services, employment matters, safety-critical operations, regulated activities, compliance obligations, technical procedures, customer communications or decisions involving individuals.

The Customer is responsible for ensuring that authorised users are adequately informed about the nature and limitations of AI-generated Outputs and are trained to use My-DO appropriately and in accordance with these Terms.

9. Use of Customer Data and Outputs

9.1 Providing and Maintaining My-DO

The Customer grants Digita SRL a worldwide, non-exclusive, non-transferable, royalty-free and fully paid-up licence, with the right to sublicense to its authorised service providers and subcontractors, to access, host, store, reproduce, process, transmit, display and otherwise use Customer Data and Outputs solely to the extent necessary for the following purposes:

- (a) providing, operating, maintaining, securing and supporting My-DO and the related SaaS services;
- (b) configuring, indexing, retrieving, processing and making available the Customer's knowledge base and system instructions;
- (c) generating, displaying, storing and managing Outputs requested by the Customer or its authorised users;
- (d) debugging, monitoring, testing, assessing, reviewing and correcting the performance, reliability, security and functionality of My-DO;
- (e) preventing, detecting, investigating and addressing fraud, abuse, security incidents, unauthorised access, unlawful use or violations of these Terms;
- (f) complying with applicable laws, regulatory obligations, court orders, public authority requests or legal processes;
- (g) performing Digita SRL's obligations under these Terms, any applicable Order Form, data processing agreement or other written agreement between the Parties.

Such licence is granted only for the duration necessary to provide the Service and perform the above purposes, subject to the retention, deletion and confidentiality provisions set out in these Terms, the applicable Order Form and the applicable data protection documentation.

9.2 No Model Training by Default

Digita SRL will not use Customer Data or Outputs to train, fine-tune or improve general-purpose artificial intelligence models, foundation models or models made available to other customers, unless:

- (a) the Customer has expressly agreed to such use in writing;
- (b) such use is expressly provided for in the applicable Order Form or a separate written agreement;
- (c) the Customer or an authorised user voluntarily provides Feedback, in which case Section 9.4 shall apply;
- (d) the relevant Customer Data or Output has been irreversibly anonymised and aggregated so that it no longer identifies, relates to, or can reasonably be associated with the Customer, its authorised users, end users, confidential information or personal data, where permitted by applicable law and contract; or
- (e) such use is required to comply with applicable law, enforce these Terms, or prevent or address security, abuse, unlawful use or integrity issues.

For clarity, routine processing of Customer Data and Outputs for the purpose of providing, maintaining, securing, supporting, debugging, monitoring or optimising My-DO shall not be considered model training.

9.3 Optimisation of the Customer's Own Service Environment

Subject to the applicable Order Form and the Customer's configuration choices, Digita SRL may use Customer Data and Outputs to optimise, improve, adapt or correct the performance of the specific My-DO environment, assistant, knowledge base, retrieval configuration, system instructions or workflows deployed for that Customer.

Such optimisation is intended to improve the Customer's own use of My-DO and does not authorise Digita SRL to use Customer Data or Outputs to train or improve AI models, assistants or services made available to other customers, except as expressly permitted under these Terms or agreed in writing.

9.4 Feedback

If the Customer or its authorised users provide suggestions, comments, ideas, corrections, recommendations, bug reports, improvement requests or other feedback concerning My-DO or the related services ("Feedback"), Digita SRL may use such Feedback without restriction or obligation to the Customer, provided that Digita SRL does not disclose Customer Confidential Information or personal data in violation of these Terms or applicable data protection laws.

To the extent Feedback includes Customer Data, personal data or Customer Confidential Information, Digita SRL shall process such information in accordance with these Terms, the applicable data protection documentation and any applicable confidentiality obligations.

9.5 Service Providers and Subcontractors

The Customer acknowledges that Digita SRL may use authorised service providers, hosting providers, infrastructure providers, AI model providers, security providers, analytics providers, payment processors, technical support providers and other subcontractors to provide, maintain, secure and support My-DO.

Digita SRL may grant such service providers access to Customer Data and Outputs only to the extent necessary for the provision of the Service and subject to appropriate contractual, confidentiality, security and data protection obligations.

Where Customer Data includes personal data, the use of subprocessors shall be governed by the applicable data processing agreement or other data protection documentation entered into between the Parties.

9.6 Aggregated and Anonymised Data

Digita SRL may collect and use aggregated, statistical or anonymised information derived from the use of My-DO for the purposes of analysing usage trends, improving service performance, developing security measures, enhancing product functionality, preparing internal reports, benchmarking system reliability and improving Digita SRL's services.

Such aggregated or anonymised information shall not identify the Customer, authorised users, end users, individuals, Customer Confidential Information or the specific content of the Customer's knowledge base. Digita SRL shall not use aggregated or anonymised data in a manner that would allow the reconstruction, re-identification or disclosure of Customer Data, personal data or Customer Confidential Information.

9.7 Confidentiality and Data Protection

Nothing in this Section limits Digita SRL's confidentiality obligations, data protection obligations, security commitments or restrictions on the use of Customer Data under these Terms, the applicable Order Form, the data processing agreement or any other written agreement between the Parties.

Customer Data and Outputs shall remain subject to the confidentiality, access control, retention, deletion, security and data protection provisions applicable to the Service.

9.8 Experimental or Beta Features

Digita SRL may from time to time make available beta, preview, experimental, pilot or pre-release features, models, connectors, assistants or functionalities within My-DO ("Beta Features").

Unless otherwise agreed in writing, Beta Features are provided for testing and evaluation purposes only, may be modified or discontinued at any time, and may be subject to additional terms, technical limitations or specific data-use conditions.

Digita SRL will not use Customer Data or Outputs processed through Beta Features to train general-purpose AI models unless the Customer has been clearly informed of such use and has expressly agreed to it in writing or in the applicable Order Form.

If the Customer does not agree to the specific data-use conditions applicable to a Beta Feature, the Customer must not enable or use that Beta Feature.

10. Materials and Reservation of Rights

10.1 My-DO Materials

As between the Customer and Digita SRL, Digita SRL owns and retains all right, title and interest in and to My-DO, the Service and all related materials, technologies and components, including, without limitation, the software, source code, object code, user interfaces, designs, layouts, workflows, architectures, databases, APIs, connectors, algorithms, retrieval systems, ranking systems, prompts, templates, system configurations, documentation, know-how, trade secrets, trademarks, service marks, logos, business names, domain names and all intellectual property rights therein and thereto (“My-DO Materials”).

10.2 Reservation of Rights

The Customer receives only a limited, non-exclusive, non-transferable, non-sublicensable and revocable right to access and use My-DO during the applicable subscription term, solely for its internal business, professional, institutional or public-sector purposes and in accordance with these Terms, the applicable Order Form and any applicable documentation.

Except for the limited rights expressly granted to the Customer under these Terms, Digita SRL reserves all rights, title and interest in and to the My-DO Materials.

Nothing in these Terms shall be construed as transferring to the Customer any ownership right, intellectual property right or other proprietary right in or to My-DO, the Service, the My-DO Materials or any underlying technology.

10.3 Restrictions

The Customer shall not, and shall not permit any authorised user or third party to:

- (a) copy, reproduce, modify, adapt, translate, create derivative works of or otherwise exploit My-DO or the My-DO Materials, except as expressly permitted by these Terms;
- (b) reverse engineer, decompile, disassemble, extract, infer or otherwise attempt to discover the source code, object code, underlying models, algorithms, system prompts, architectures, workflows, databases, security mechanisms, retrieval logic, ranking logic or other technical components of My-DO;
- (c) remove, obscure or alter any copyright, trademark, proprietary notice, attribution or branding displayed in or through My-DO;
- (d) use My-DO or the My-DO Materials to develop, train, improve, benchmark or commercialise any competing product, service, artificial intelligence system, chatbot, digital assistant, knowledge management system or software platform;
- (e) access or use My-DO in a manner that exceeds the scope of the licence granted under these Terms, the applicable Order Form or any applicable documentation.

11. Confidentiality

11.1 Definition of Confidential Information

“Confidential Information” means any non-public data, information, document or material disclosed by one Party, or on its behalf, to the other Party, whether in written, oral, electronic, visual or other form, that is marked, designated or otherwise identified as confidential or proprietary, or that, given the nature of the information or the circumstances of disclosure, should reasonably be understood to be confidential.

The Confidential Information of Digita SRL includes, without limitation, My-DO Materials, trade secrets, proprietary technology, software, source code, algorithms, architectures, workflows, system prompts, templates, technical

documentation, security information, product roadmaps, performance information, pricing information not publicly available, business information and information concerning beta, preview, pilot or experimental features.

The Confidential Information of the Customer includes, without limitation, Customer Data, Customer Content, knowledge base content, system instructions configured by the Customer, documents, files, manuals, procedures, policies, internal documentation, business information, technical information, commercial information, personal data, authorised user data and Outputs generated specifically for the Customer through its Customer Account.

11.2 Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate:

- (a) was lawfully known to the Receiving Party before disclosure by the Disclosing Party;
- (b) is or becomes publicly available through no breach of these Terms or other duty owed to the Disclosing Party;
- (c) is lawfully received from a third party without restriction and without breach of any confidentiality obligation;
- (d) is independently developed by the Receiving Party without use of or reliance on the Disclosing Party's Confidential Information;
- (e) is expressly approved for disclosure in writing by the Disclosing Party.

11.3 Confidentiality Obligations

The Party receiving Confidential Information ("Receiving Party") shall:

- (a) use the Confidential Information solely for the purpose of performing its obligations or exercising its rights under these Terms, the applicable Order Form or any other written agreement between the Parties;
- (b) protect the Confidential Information using at least the same degree of care it uses to protect its own confidential information of similar nature and importance, and in no event less than a reasonable degree of care;
- (c) not disclose the Confidential Information to any third party except as permitted under these Terms or with the prior written consent of the Party disclosing the Confidential Information ("Disclosing Party");
- (d) restrict access to the Confidential Information to its employees, officers, directors, contractors, consultants, professional advisers, service providers and subcontractors who have a legitimate need to know such information for the purposes of these Terms and who are bound by confidentiality obligations no less protective than those set out in this Section;
- (e) promptly notify the Disclosing Party of any unauthorised access, use or disclosure of Confidential Information of which the Receiving Party becomes aware.

11.4 Permitted Disclosures

Digita SRL may disclose Customer Confidential Information to its authorised employees, contractors, service providers, hosting providers, infrastructure providers, AI model providers, payment processors, security providers, technical support providers, legal advisers and other professional advisers, solely to the extent necessary to provide, maintain, secure, support and improve My-DO, perform its obligations under these Terms or the applicable Order Form, or comply with applicable legal obligations.

The Receiving Party may disclose Confidential Information where required by applicable law, regulation, court order, public authority request or legal process, provided that, to the extent legally permitted, the Receiving Party gives the Disclosing Party prompt prior notice of such required disclosure and reasonably cooperates with the Disclosing Party in seeking protective treatment or limiting the scope of disclosure.

11.5 Duration of Confidentiality Obligations

The confidentiality obligations set out in this Section shall remain in force for the duration of the contractual relationship between the Parties and for five (5) years after its termination or expiry.

Confidential Information that constitutes a trade secret shall remain protected for as long as it remains a trade secret under applicable law.

Personal data shall be processed, retained and deleted in accordance with the applicable data protection documentation and applicable data protection laws.

11.6 Return or Deletion of Confidential Information

Upon termination or expiry of the applicable subscription or written request of the Disclosing Party, the Receiving Party shall return or delete the Disclosing Party's Confidential Information in its possession or control, unless

retention is required by applicable law, regulatory obligation, accounting obligation, legitimate backup retention policy, dispute management or the performance of surviving contractual obligations. Any retained Confidential Information shall remain subject to the confidentiality obligations set out in this Section.

12. Acceptable Use Policy and Prohibited Conduct

The Customer and Authorized Users must use the Service lawfully, responsibly and in accordance with these Terms, applicable documentation, usage limits and applicable law.

The Customer and Authorized Users must not:

- use the Service for unlawful, harmful, fraudulent, deceptive, discriminatory, defamatory, infringing or abusive purposes;
- upload malware, malicious code, corrupted files, illegal content or content that violates third-party rights;
- attempt to gain unauthorized access to systems, accounts, data, models, infrastructure or other customers' environments;
- reverse engineer, decompile, disassemble, scrape, copy, resell, benchmark publicly, bypass security measures or misuse the Service except to the extent such restriction is prohibited by mandatory law;
- use the Service to develop competing products or services without the Owner's prior written authorization;
- attempt to manipulate, override or bypass System Instructions, safety controls, access controls, usage limits or security measures;
- input special categories of personal data, payment card data, secrets, classified information or highly sensitive data unless the applicable order form, DPA, security measures and documented instructions expressly permit such processing;
- use the Service in a way that could disrupt, overload, damage or impair the Service or the systems of the Owner or third parties.

13. Intellectual Property and Licence to Website Content

The Service, software, platform architecture, interfaces, algorithms, workflows, designs, trademarks, logos, business names, documentation, databases, know-how and related materials are owned by the Owner or its licensors and are protected by intellectual property and unfair competition laws.

Except for Customer Content and unless otherwise expressly stated, the Owner retains all rights, title and interest in and to the Service. No rights are granted except as expressly provided in these Terms or in a written agreement.

Public informational content made available on the website may be used under the Creative Commons Attribution 4.0 International licence (CC BY 4.0), including for commercial purposes, unless a specific page, notice or material states otherwise.

The Creative Commons licence does not apply to the My-DO software, SaaS platform, source code, object code, APIs, confidential materials, trademarks, logos, trade names, Customer Content, non-public documentation, paid features, restricted content or third-party materials unless expressly stated.

Any use of the Owner's trademarks, logos or trade names requires prior written permission, except where strictly necessary for lawful nominative reference.

14. Customer Content Ownership

The Owner does not claim ownership of Customer Content. As between the parties, the Customer retains all rights, title and interest in and to Customer Content.

The Customer grants the Owner a limited, non-exclusive, worldwide, royalty-free licence to host, store, copy, process, transmit, display and otherwise use Customer Content solely to provide, maintain, secure, support and improve the Service, comply with legal obligations and perform the applicable agreement.

The Owner will not intentionally disclose Customer Content to unrelated customers. Access to Customer Content is subject to the access rights, configuration and instructions applicable to the Customer environment, subject to the exceptions set out in these Terms and applicable law.

15. Privacy and Data Protection

15.1 Compliance with Applicable Data Protection Laws

Each Party shall comply with all applicable privacy, data protection and data security laws and regulations in connection with these Terms and the use or provision of My-DO.

For the purposes of these Terms, “Applicable Data Protection Laws” means any applicable national, European Union, state, provincial, federal or other privacy, data protection or data security law or regulation, including, to the extent applicable, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, applicable since 25 May 2018, as amended or supplemented from time to time, and any applicable national implementing laws, supervisory authority guidelines or binding decisions.

The terms “controller”, “processor”, “data subject”, “personal data”, “personal data breach”, “processing”, “subprocessor” and “supervisory authority” shall have the meanings given to them under Applicable Data Protection Laws.

15.2 Digita SRL as Data Controller

Digita SRL may collect and process certain personal data as an independent data controller for its own purposes, including, by way of example:

- (a) managing business relationships with Customers and prospects;
- (b) creating, administering and managing Customer Accounts;
- (c) managing contracts, orders, invoicing, accounting, payments and tax obligations;
- (d) providing customer support, technical assistance and service communications;
- (e) managing website forms, demo requests, commercial communications and contact requests;
- (f) ensuring security, fraud prevention, abuse prevention, service integrity and compliance with legal obligations;
- (g) establishing, exercising or defending legal claims.

Where Digita SRL acts as an independent data controller, it processes personal data in accordance with its applicable privacy policy, as made available on the My-DO website or otherwise communicated to the Customer. Digita SRL may update its privacy policy from time to time in accordance with applicable law.

15.3 Digita SRL as Data Processor

Where the Customer uses My-DO to upload, configure, submit, store, retrieve, process or generate content containing personal data, including personal data contained in Customer Data, knowledge base content, system instructions, user prompts, authorised user interactions, documents, files, logs or Outputs, Digita SRL may process such personal data on behalf of the Customer as a data processor.

In such case, the Customer acts as data controller, or as otherwise applicable under Applicable Data Protection Laws, and Digita SRL acts as data processor, unless otherwise expressly agreed in writing.

The processing of personal data by Digita SRL on behalf of the Customer shall be governed by a data processing agreement, data processing addendum or equivalent data protection documentation entered into between the Parties, as made available by Digita SRL or agreed in the applicable Order Form.

15.4 Customer Responsibilities as Controller

Where the Customer acts as data controller, the Customer is responsible for:

- (a) determining the purposes and means of the processing of personal data through My-DO;
- (b) ensuring that it has a valid legal basis for the collection, upload, disclosure, processing and use of personal data through My-DO;
- (c) providing all required notices and information to data subjects, including authorised users, employees, contractors, clients, citizens, partners or other end users;
- (d) obtaining any required consents, authorisations or approvals;

- (e) ensuring the accuracy, relevance, minimisation and lawfulness of personal data included in Customer Data, knowledge base content, prompts, documents and Outputs;
- (f) responding to data subject requests, supervisory authority requests and other legal obligations applicable to the Customer;
- (g) configuring access rights, user permissions, retention settings and governance rules appropriately;
- (h) ensuring that the use of My-DO, Customer Data and Outputs complies with Applicable Data Protection Laws, employment rules, public-sector rules, sector-specific regulations and any internal policies applicable to the Customer.

15.5 Processing Instructions

Where Digita SRL acts as data processor, it shall process personal data only on documented instructions from the Customer, including these Terms, the applicable Order Form, the data processing agreement, Customer configurations and lawful instructions provided through the Service, unless required to do otherwise by applicable law.

If Digita SRL believes that an instruction from the Customer infringes Applicable Data Protection Laws, Digita SRL may inform the Customer, suspend the relevant processing or refuse to follow such instruction to the extent permitted or required by applicable law.

15.6 Subprocessors and Third-Party Providers

The Customer acknowledges that Digita SRL may engage subprocessors and third-party providers, including hosting providers, infrastructure providers, AI model providers, security providers, analytics providers, technical support providers, payment processors and other service providers, to provide, maintain, secure and support My-DO.

Where such providers process personal data on behalf of the Customer, Digita SRL shall ensure that appropriate contractual obligations are in place in accordance with Applicable Data Protection Laws and the applicable data processing agreement.

The list of subprocessors, if applicable, may be made available by Digita SRL through the My-DO website, the data processing agreement, the Order Form or another communication channel designated by Digita SRL.

15.7 International Transfers

Where the provision of My-DO involves the transfer of personal data outside the European Economic Area, Switzerland, the United Kingdom or another jurisdiction subject to data transfer restrictions, the Parties shall ensure that appropriate safeguards are implemented as required by Applicable Data Protection Laws, such as adequacy decisions, standard contractual clauses or other lawful transfer mechanisms.

15.8 Security Measures

Digita SRL shall implement appropriate technical and organisational measures designed to protect personal data processed through My-DO against unauthorised access, accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access, taking into account the nature of the Service, the state of the art, implementation costs, risks to individuals and the categories of personal data processed.

The Customer is responsible for configuring and managing its own access controls, user permissions, authentication settings, internal authorisations, endpoint security and organisational measures relating to its use of My-DO.

15.9 Personal Data Breaches

Where Digita SRL becomes aware of a personal data breach affecting personal data processed on behalf of the Customer, Digita SRL shall notify the Customer without undue delay in accordance with the applicable data processing agreement and Applicable Data Protection Laws.

The Customer is responsible for assessing whether notification to supervisory authorities or data subjects is required, unless otherwise required by Applicable Data Protection Laws.

15.10 Data Subject Requests

Where Digita SRL acts as data processor, Digita SRL shall provide reasonable assistance to the Customer, taking into account the nature of the processing and the information available to Digita SRL, to enable the Customer to respond to data subject requests under Applicable Data Protection Laws.

If Digita SRL receives a request directly from a data subject relating to personal data processed on behalf of the Customer, Digita SRL may redirect the request to the Customer, unless legally required to respond directly.

15.11 Retention and Deletion

Customer Data, knowledge base content, personal data, prompts, logs and Outputs shall be retained, returned, deleted or anonymised in accordance with the applicable Order Form, data processing agreement, privacy policy, retention settings, backup policies and applicable law.

The Customer is responsible for exporting any Customer Data, knowledge base content or Outputs it wishes to retain before termination or expiration of the relevant subscription, where export functionality is available.

15.12 Relationship with Privacy Policy and DPA

These Terms are intended to be read together with Digita SRL's privacy policy and, where applicable, the data processing agreement or data processing addendum entered into between the Parties.

In the event of conflict between this Section 15 and the applicable data processing agreement with respect to the processing of personal data on behalf of the Customer, the data processing agreement shall prevail.

In the event of conflict between these Terms and the privacy policy with respect to Digita SRL's processing of personal data as an independent data controller, the privacy policy shall prevail.

16. Payment Data and Security

Where the Owner processes payment data directly, the Customer must provide accurate and authorized payment information. The Owner may use such data for payment execution, invoicing, accounting, anti-fraud, chargeback management, compliance and legal recordkeeping.

The Owner will implement reasonable technical and organizational security measures appropriate to the nature of the Service and the risks involved. Payment security measures should include appropriate access controls, encryption where suitable, secure storage or tokenization where applicable, restricted access to payment data, logging, staff confidentiality and compliance with applicable payment security standards where required.

The Customer must not submit payment card data or other payment credentials through ordinary prompts, Knowledge Base documents or support channels unless expressly instructed by the Owner through an approved secure process.

17. Third-Party Services and AI Providers

The Service may rely on third-party providers, hosting providers, cloud infrastructure, AI models, data storage, monitoring, analytics, communication tools, security tools or other services. Such third-party services may be subject to their own terms, policies and technical limitations.

The Owner remains responsible for providing the Service in accordance with the applicable agreement, but is not responsible for third-party outages, changes, defects or limitations outside its reasonable control, except where mandatory law or a written agreement provides otherwise.

The Owner may change third-party providers where necessary for technical, security, operational, legal or business reasons, provided that such change does not materially reduce the agreed level of protection or functionality in breach of the applicable agreement.

18. Service Availability, Maintenance and Changes

The Owner aims to provide a reliable Service but does not guarantee uninterrupted, error-free or continuously available access unless a separate written service level agreement expressly provides otherwise.

The Service may be temporarily unavailable due to maintenance, updates, upgrades, security patches, infrastructure issues, emergency interventions, third-party outages, force majeure, network problems or events outside the Owner's reasonable control.

The Owner may modify, update, improve, replace or discontinue features of the Service from time to time. Where a change materially affects paid functionality, the Owner will use reasonable efforts to inform affected Customers in advance, unless urgent security, legal or operational reasons require immediate action.

19. Support

Support requests may be submitted to info@digita.work unless another support channel is specified in the applicable agreement. The Owner will use reasonable efforts to respond to support requests within commercially reasonable timeframes.

Support does not include legal, financial, medical, compliance, cybersecurity, engineering or professional advice, nor does it include Customer-specific data cleansing, document validation, model evaluation, regulatory assessment or custom development unless expressly agreed in writing.

20. Term, Suspension and Termination

20.1 Term

These Terms shall commence on the earlier of:

- (a) the date on which the Customer first accesses or uses My-DO;
- (b) the date on which the Customer accepts these Terms, including by creating a Customer Account, accepting an online order confirmation, signing or accepting an Order Form, or otherwise entering into a written agreement with Digita SRL.

These Terms shall remain in force for the duration specified in the applicable Order Form, subscription plan, quotation, contract or order confirmation, or until terminated in accordance with this Section 20.

Where an Order Form provides for a fixed subscription term, the Customer's right to access and use My-DO shall continue for that subscription term, subject to payment of the applicable Fees and compliance with these Terms.

20.2 Termination by the Customer

If there is no active Order Form, subscription plan, quotation, contract or order confirmation in force between the Customer and Digita SRL, the Customer may cease using My-DO at any time and may request termination of its Customer Account by contacting Digita SRL at info@digita.work.

Termination by the Customer shall not affect any payment obligations accrued before the effective termination date. Unless otherwise expressly agreed in writing or required by applicable law, the Customer shall not be entitled to any refund, credit or cancellation of prepaid Fees, subscription Fees or other amounts paid or payable under these Terms or any applicable Order Form.

Where an active Order Form, subscription or fixed-term agreement is in force, termination by the Customer shall be governed by the termination provisions set out in the applicable Order Form or written agreement.

20.3 Suspension or Termination by Digita SRL

Digita SRL may suspend, restrict, block or terminate the Customer's access to all or part of My-DO, including any Customer Account, administrator account or authorised user account, with immediate effect and without liability, if:

- (a) the Customer or any authorised user breaches these Terms, the applicable Order Form, acceptable use rules, data protection documentation, security requirements or any applicable additional terms;
- (b) the Customer fails to pay any Fees or other amounts when due;
- (c) Digita SRL is required to do so to comply with applicable law, regulation, court order, public authority request or legal process;
- (d) the Customer's or any authorised user's use of My-DO creates or is reasonably likely to create a security risk, technical risk, legal risk, regulatory risk, reputational risk or risk of harm to Digita SRL, My-DO, other customers, third parties, individuals, systems, data or infrastructure;
- (e) Digita SRL reasonably suspects unauthorised access, fraudulent use, unlawful use, misuse, abuse, credential compromise, security incident or violation of third-party rights;
- (f) the Customer uses My-DO, Customer Data, knowledge base content, system instructions or Outputs in a way that may infringe intellectual property rights, confidentiality obligations, data protection laws, professional obligations, public-sector requirements, sector-specific rules or applicable laws;
- (g) continued provision of My-DO becomes technically, legally or commercially impracticable due to circumstances outside Digita SRL's reasonable control, including the discontinuation, suspension or material change of third-party services, infrastructure providers, AI model providers or hosting services necessary for the provision of My-DO.

Where reasonably practicable and legally permitted, Digita SRL will provide the Customer with notice of the suspension or termination and, where appropriate, an opportunity to remedy the relevant issue. However, Digita SRL may act immediately without prior notice where necessary to protect the security, integrity, availability or lawful operation of My-DO or to comply with applicable law.

The Customer may contact Digita SRL at info@digita.work to request information about, or appeal, a suspension or termination decision.

20.4 Effects of Suspension

During any suspension, the Customer and/or the affected authorised users may be unable to access My-DO, Customer Data, knowledge base content, system instructions, Outputs, account settings or related functionalities.

Suspension shall not relieve the Customer from its obligation to pay any Fees or other amounts due, unless otherwise agreed in writing by Digita SRL or required by applicable law.

Digita SRL shall not be liable for any loss, damage, cost or expense arising from a suspension made in accordance with these Terms.

20.5 Effects of Termination or Expiration

Upon termination or expiration of these Terms, the applicable Order Form or the relevant subscription:

- (a) the Customer's and authorised users' right to access and use My-DO shall immediately cease;
- (b) the Customer shall stop all use of My-DO and any related services;
- (c) all outstanding Fees, unpaid invoices and other charges incurred up to the effective termination or expiration date shall become immediately due and payable;
- (d) Digita SRL may disable or delete the Customer Account and authorised user accounts, subject to any retention period required by applicable law, the applicable Order Form, the data processing agreement or Digita SRL's backup and deletion policies;
- (e) the Customer may lose access to Customer Data, knowledge base content, system instructions, Outputs, logs, configurations and other materials stored in or generated through My-DO.

If the Customer wishes to export Customer Data, knowledge base content or Outputs from its Customer Account, the Customer must complete such export before the effective date of termination or expiration, where export functionality is available and subject to the technical features of the applicable subscription plan.

After termination or expiration, Digita SRL shall retain, delete, return or anonymise Customer Data and personal data in accordance with the applicable Order Form, data processing agreement, privacy documentation, backup retention policies and applicable law.

20.6 Survival

Upon expiration or termination of these Terms, any provision that by its nature or purpose should survive shall remain in force for the period necessary to achieve its intended purpose.

Without limitation, the following provisions shall survive termination or expiration, to the extent applicable:

- (a) payment obligations accrued before termination or expiration;
- (b) provisions concerning Customer Data, Outputs, ownership, intellectual property and reservation of rights;
- (c) restrictions on use, licence restrictions and acceptable use obligations;
- (d) confidentiality obligations;
- (e) data protection, retention and deletion obligations;
- (f) disclaimers and AI-related limitations;
- (g) limitation of liability;
- (h) indemnification;
- (i) effects of termination;
- (j) governing law and jurisdiction;
- (k) audit, records, dispute resolution and general contractual provisions, where applicable.

Termination or expiration shall not affect any rights, remedies, obligations or liabilities accrued before the effective date of termination or expiration.

21. Warranties and Disclaimers

The Service is provided on a professional SaaS basis and, unless expressly agreed otherwise in writing, on an "as is" and "as available" basis.

To the maximum extent permitted by applicable law, the Owner disclaims all warranties, representations and conditions not expressly stated in these Terms or in a written agreement, including implied warranties of merchantability, fitness for a particular purpose, non-infringement, uninterrupted availability, accuracy of Outputs and compatibility with the Customer's systems or requirements.

The Customer is responsible for assessing whether the Service is suitable for its intended use, sector, risk profile, technical environment and regulatory obligations.

22. General Terms

22.1 Notices

Any notice or other communication required or permitted under these Terms shall be made in writing.

Notices to the Customer may be sent to the email address, billing address, physical address or other contact details provided by the Customer when creating the Customer Account, accepting an Order Form or otherwise entering into a contractual relationship with Digita SRL. Digita SRL may also provide notices through the Customer Account, in-app notifications or other reasonable electronic communication methods.

Notices to Digita SRL may be sent by email to info@digita.work or, for formal legal notices where required or appropriate, by certified email (PEC) to pec.digita@legalmail.it, or to the registered office of Digita SRL at Via Verdi 3, 24121 Bergamo, Italy, marked "Attention: Legal".

Notices shall be deemed received:

- (a) if sent by email, when sent, unless the sender receives an automated delivery failure notice;
- (b) if sent through the Customer Account or in-app notification, when made available to the Customer;
- (c) if sent by PEC, in accordance with the applicable rules governing certified electronic mail;
- (d) if sent by courier or registered mail, upon delivery or attempted delivery at the relevant address.

22.2 Assignment

The Customer may not assign, transfer, delegate or subcontract any of its rights or obligations under these Terms, any applicable Order Form or the contractual relationship with Digita SRL without the prior written consent of Digita SRL.

Digita SRL may assign, transfer, delegate or subcontract these Terms, any applicable Order Form or any of its rights or obligations to an affiliate, successor, purchaser, acquirer or entity involved in a merger, acquisition, corporate reorganisation, transfer of business, sale of assets or similar transaction, without the Customer's prior consent, provided that such assignment does not materially reduce the Customer's rights under these Terms.

Digita SRL may subcontract certain obligations to authorised service providers, infrastructure providers, AI model providers, hosting providers, payment processors, technical support providers or other subcontractors. Where Digita SRL subcontracts its obligations, Digita SRL shall remain responsible for the performance of such obligations in accordance with these Terms, except as otherwise provided in an applicable Order Form or required by applicable law.

Any assignment or transfer in breach of this Section shall be null and void.

22.3 Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations under these Terms to the extent such failure or delay is caused by events beyond its reasonable control, including, without limitation, acts of God, natural disasters, fire, flood, earthquake, epidemic, pandemic, war, terrorism, riots, civil unrest, labour disputes, strikes, governmental actions, embargoes, sanctions, power failures, internet failures, telecommunications failures, cyberattacks, failures of third-party providers, hosting outages, cloud infrastructure outages, AI model provider outages or other events that could not reasonably have been prevented.

The affected Party shall use reasonable efforts to mitigate the effects of the force majeure event and resume performance as soon as reasonably practicable.

Payment obligations for Services already provided shall not be excused by a force majeure event, unless otherwise required by applicable law or expressly agreed in writing.

22.4 Publicity

Neither Party may use the other Party's name, trade name, trademarks, service marks, logos, domain names, branding or other identifying marks in any website, press release, marketing material, case study, social media post, public statement, investor material or customer list without the other Party's prior written approval, including by email.

Notwithstanding the foregoing, Digita SRL may identify the Customer as a customer of My-DO only where expressly authorised in the applicable Order Form or by separate written consent.

Any authorised use of names, logos or marks shall comply with the brand guidelines or instructions provided by the relevant Party and shall cease upon written request.

22.5 Independent Contractors

The Parties are independent contractors.

Nothing in these Terms shall be construed as creating any partnership, joint venture, employment relationship, agency, franchise, fiduciary relationship or other similar relationship between the Parties.

Neither Party has the authority to bind the other Party, incur obligations on behalf of the other Party, or make representations or warranties on behalf of the other Party without the other Party's prior written consent.

22.6 No Third-Party Beneficiaries

These Terms are entered into solely between Digita SRL and the Customer.

Except as expressly provided in the Section concerning Mobile Applications with respect to Apple and its subsidiaries, or as otherwise required by applicable law, no third party shall have any right to enforce any provision of these Terms or claim any benefit under them.

Authorised users, end users, employees, contractors, customers, citizens, partners, suppliers or other persons accessing My-DO through the Customer shall not be considered third-party beneficiaries of these Terms.

22.7 Waiver

No failure or delay by either Party in exercising any right, power or remedy under these Terms shall operate as a waiver of that right, power or remedy.

No waiver of any provision of these Terms shall be effective unless made in writing and signed or otherwise expressly accepted by the Party granting the waiver.

A waiver of any breach or default shall not constitute a waiver of any subsequent breach or default.

22.8 Entire Agreement

These Terms, together with any applicable Order Form, data processing agreement, privacy policy, acceptable use policy, AI use policy, additional terms, service documentation and any other document expressly incorporated by reference, constitute the entire agreement between Digita SRL and the Customer concerning the Customer's access to and use of My-DO.

These Terms supersede all prior or contemporaneous oral or written agreements, proposals, representations, discussions, negotiations, understandings or communications relating to the subject matter of these Terms, unless expressly incorporated into an Order Form or separate written agreement signed or accepted by both Parties.

Any statements, comments, presentations, demos, marketing materials or communications made by Digita SRL's employees, representatives or partners shall not modify these Terms or create binding obligations unless expressly included in a written agreement between the Parties.

22.9 Severability

If any provision of these Terms is held to be invalid, illegal or unenforceable by a court or authority of competent jurisdiction, that provision shall be interpreted, limited, modified or severed to the minimum extent necessary to make it valid, legal and enforceable.

The invalidity, illegality or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

22.10 Governing Law and Jurisdiction

These Terms, any applicable Order Form and any dispute, claim or controversy arising out of or in connection with them, including non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of Italy, without regard to conflict of law rules.

Unless otherwise expressly agreed in the applicable Order Form or required by mandatory applicable law, the courts of Bergamo, Italy, shall have exclusive jurisdiction over any dispute, claim or controversy arising out of or in connection with these Terms, any applicable Order Form, My-DO, the Website, the Mobile Applications or the contractual relationship between the Parties.

The Customer acknowledges that My-DO may be made available globally, including through the Website, web application, Apple App Store, Google Play Store and other digital distribution channels. Such global availability shall not, by itself, imply that Digita SRL submits to the jurisdiction of any country other than Italy, unless mandatory applicable law provides otherwise or the Parties expressly agree otherwise in an Order Form.

Where the Customer is established outside Italy, the Customer is responsible for ensuring that its access to and use of My-DO, Customer Data, Outputs, Mobile Applications and related services complies with all laws and regulations applicable in the Customer's jurisdiction.

Nothing in this Section shall prevent either Party from seeking urgent injunctive, interim or protective relief before any competent court where necessary to protect its rights, confidential information, intellectual property, data, systems, infrastructure or business interests.

22.11 Order of Precedence

In the event of conflict between these Terms and any other agreement, policy or document relating to My-DO, the following order of precedence shall apply, unless expressly provided otherwise:

- (a) the applicable Order Form or separately signed written agreement;
- (b) the data processing agreement or data processing addendum, solely with respect to the processing of personal data on behalf of the Customer;
- (c) any mandatory terms imposed by Apple App Store, Google Play Store or another applicable app store, solely to the extent required for the distribution or use of the relevant Mobile Application;
- (d) any additional terms applicable to a specific feature, integration, beta feature, professional service or subscription plan, solely with respect to that feature, service or plan;
- (e) these Terms;
- (f) any applicable acceptable use policy, AI use policy, service policy or documentation;
- (g) general information published on the My-DO website.

A conflict shall exist only where two provisions are directly inconsistent and cannot reasonably be interpreted together.

22.12 Support

Digita SRL shall provide support for My-DO as described in the applicable subscription plan, Order Form, service documentation or support policy.

Unless otherwise agreed in writing, support is provided through the contact channels designated by Digita SRL, including info@digita.work.

Digita SRL does not guarantee any specific response time, resolution time, service level, availability commitment or support coverage unless expressly set out in an applicable Order Form, service level agreement or support policy.

22.13 Export Controls, Sanctions and Trade Compliance

The Customer shall comply with all applicable export control, economic sanctions, anti-boycott and trade compliance laws and regulations, including those of the European Union, Italy, the United States, the United Kingdom, the United Nations and any other jurisdiction applicable to the Customer's use of My-DO.

The Customer represents and warrants that:

- (a) neither the Customer nor, to the Customer's knowledge, any of its authorised users, employees, officers, directors or representatives is located in, organised under the laws of, or ordinarily resident in any country, region or territory subject to comprehensive trade sanctions or embargoes applicable to the provision or use of My-DO;
- (b) neither the Customer nor, to the Customer's knowledge, any of its authorised users, employees, officers, directors or representatives is listed on any applicable sanctions, denied party, restricted party or blocked persons list maintained by the European Union, Italy, the United States, the United Kingdom, the United Nations or any other competent authority;
- (c) the Customer shall not access, use, export, re-export, transfer, disclose or make available My-DO, Outputs, technical data, software, documentation or related services in violation of applicable export control, sanctions or trade compliance laws;
- (d) the Customer shall not permit any third party to access or use My-DO or Outputs in violation of such laws;
- (e) the Customer shall obtain and maintain all licences, authorisations, approvals and permits required for its access to and use of My-DO, Customer Data, Outputs and related technical data;
- (f) the Customer shall not upload, submit, process or use Customer Data that is subject to export control, sanctions, national security, classified information or similar restrictions unless it has obtained all required authorisations and Digita SRL has expressly agreed in writing to such use.

Digita SRL may suspend or terminate the Customer's access to My-DO immediately if it reasonably believes that the Customer's use of the Service may violate applicable export control, sanctions or trade compliance laws.

22.14 Mobile Applications

22.14.1 Availability through App Stores

My-DO may be made available through mobile applications for iOS and Android devices, including through the Apple App Store and Google Play Store, as well as through other app stores or digital distribution platforms that Digita SRL may use from time to time ("Mobile Applications").

The Customer's and authorised users' use of the Mobile Applications is subject to these Terms, the applicable Order Form, any applicable service documentation, and any additional terms and conditions imposed by the relevant app store or platform provider.

22.14.2 App Store Terms

The Customer acknowledges that Apple Inc., Google LLC and/or their affiliates or platform operators are not parties to these Terms and are not responsible for My-DO, the Mobile Applications, the Service, Customer Data, Outputs, support, maintenance, warranties, claims, intellectual property matters or any other obligations of Digita SRL under these Terms.

To the extent the Mobile Applications are downloaded from the Apple App Store, Google Play Store or any similar platform, the Customer and authorised users shall comply with the applicable app store terms, rules, policies and usage requirements.

In the event of conflict between these Terms and the applicable app store terms, the app store terms shall apply solely to the extent required for the use of the Mobile Application through the relevant app store, while these Terms shall continue to govern the contractual relationship between Digita SRL and the Customer.

22.14.3 Licence to Use the Mobile Applications

Subject to the Customer's compliance with these Terms, the applicable Order Form and the applicable app store terms, Digita SRL grants the Customer and its authorised users a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to download, install and use the Mobile Applications solely to access and use My-DO for the Customer's authorised business, professional, institutional or public-sector purposes.

The Mobile Applications may only be used on compatible devices owned or controlled by the Customer or its authorised users, or otherwise permitted under the applicable app store terms.

22.14.4 Updates and Compatibility

Digita SRL may release updates, patches, improvements, bug fixes or new versions of the Mobile Applications from time to time.

The Customer acknowledges that continued use of the Mobile Applications may require installation of updates, use of compatible devices, updated operating systems, internet connectivity and access to third-party app stores or platform services.

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

22.14.5 Third-Party Platform Limitations

The Customer acknowledges that the availability, installation, updates and operation of the Mobile Applications may depend on third-party platforms, app stores, operating systems, device manufacturers, network providers and other third-party services not controlled by Digita SRL.

Digita SRL shall not be liable for any unavailability, interruption, limitation, removal, suspension, malfunction, compatibility issue or security restriction caused by Apple, Google, any app store operator, device manufacturer, operating system provider, network provider or other third-party platform.

22.14.6 Mobile Data and Device Security

The Customer and authorised users are responsible for maintaining the security of devices used to access My-DO through the Mobile Applications, including access credentials, authentication methods, operating system updates, device encryption, malware protection and prevention of unauthorised access.

The Customer is responsible for any mobile network charges, internet access fees, roaming charges or other third-party costs incurred in connection with the use of the Mobile Applications.

22.14.7 Apple-Specific Terms

Where the Mobile Application is downloaded from the Apple App Store, the following additional terms apply to the extent required by Apple's applicable terms and policies:

- (a) these Terms are entered into between Digita SRL and the Customer, and not with Apple;
- (b) Digita SRL, and not Apple, is solely responsible for the Mobile Application and its content, subject to these Terms;
- (c) Apple has no obligation to provide maintenance or support services for the Mobile Application;
- (d) Apple is not responsible for any claims by the Customer, authorised users or third parties relating to the Mobile Application, including product liability claims, regulatory claims, consumer protection claims or intellectual property claims;
- (e) Apple and its subsidiaries are third-party beneficiaries of this Section solely to the extent required by Apple's applicable terms, and Apple shall have the right to enforce this Section against the Customer as a third-party beneficiary.

22.14.8 Google Play-Specific Terms

Where the Mobile Application is downloaded from Google Play Store, the Customer and authorised users shall comply with the applicable Google Play terms and policies.

Google is not responsible for providing support, maintenance, warranties, claims handling or any other contractual obligations relating to My-DO or the Mobile Application, except to the extent expressly required by the applicable Google Play terms or mandatory law.

23. Limitation of Liability

23.1 Exclusion of Certain Damages

To the maximum extent permitted under applicable law, in no event shall either Party, nor its affiliates, subsidiaries, officers, directors, employees, agents, contractors, licensors, service providers or subcontractors, be liable to the other Party for any indirect, incidental, special, consequential, exemplary or punitive damages, including, without limitation, loss of profits, loss of revenue, loss of business, loss of anticipated savings, loss of goodwill, loss of reputation, loss of data, loss of use, business interruption, procurement of substitute services, or costs of recovery, whether based on contract, tort, negligence, strict liability or any other legal theory, even if the Party has been advised of the possibility of such damages.

The above exclusion shall not apply to damages arising from a breach of confidentiality obligations, to the extent such exclusion is not permitted under applicable law or would render the confidentiality obligations ineffective.

23.2 Cap on Liability

To the maximum extent permitted under applicable law, except as provided in Section 23.3, each Party's total aggregate liability arising out of or relating to these Terms, any applicable Order Form, the Service, My-DO, Customer Data, Outputs or the contractual relationship between the Parties shall not exceed the total amount of Fees paid by the Customer to Digita SRL under the applicable Order Form or subscription in the twelve (12) months preceding the event giving rise to the claim.

If the Customer has not paid any Fees during such twelve (12) month period, Digita SRL's total aggregate liability shall not exceed one hundred euros (€100.00), to the maximum extent permitted under applicable law.

23.3 Exceptions to the Liability Cap

The limitation of liability set out in Section 23.2 shall not apply to:

- (a) either Party's fraud, wilful misconduct or gross negligence;
- (b) either Party's breach of confidentiality obligations;
- (c) either Party's liability that cannot be excluded or limited under applicable law;
- (d) the Customer's payment obligations under these Terms or any applicable Order Form;
- (e) the Customer's breach of the licence restrictions, acceptable use obligations, use restrictions, security obligations or restrictions relating to My-DO Materials;
- (f) the Customer's unauthorised use, disclosure, publication or distribution of My-DO, Customer Data, Outputs or third-party content in violation of these Terms or applicable law;
- (g) the Customer's indemnification obligations under Section 24;

- (h) the Customer's infringement or misappropriation of Digita SRL's intellectual property rights, trade secrets, proprietary technology or My-DO Materials;
- (i) the Customer's violation of applicable data protection laws, intellectual property laws, confidentiality obligations, professional obligations, public-sector rules, sector-specific regulations or third-party rights, to the extent such violation arises from Customer Data, Customer Content, system instructions, knowledge base content, Outputs, Customer Offering or the Customer's use of the Service.

23.4 Independent Allocations of Risk

The limitations and exclusions set out in this Section 23 apply to all claims, whether based on contract, tort, negligence, strict liability, breach of statutory duty, misrepresentation or any other legal theory. Each provision of this Section 23 is intended to apply independently. If any limitation or exclusion is found to be invalid, unenforceable or inapplicable, the remaining limitations and exclusions shall continue to apply to the maximum extent permitted under applicable law.

23.5 Essential Basis of the Agreement

The Parties acknowledge that the limitations and exclusions of liability set out in this Section 23 form an essential basis of the commercial agreement between the Parties and reflect the allocation of risk agreed between them, including the pricing of the Service.

24. Indemnification

24.1 Indemnification by Digita SRL

Subject to Section 24.2, Digita SRL shall indemnify, defend and hold the Customer harmless from and against any liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees, arising from a third-party claim to the extent that My-DO, as provided by Digita SRL to the Customer under these Terms or the applicable Order Form, infringes such third party's intellectual property rights.

If My-DO becomes, or in Digita SRL's reasonable opinion is likely to become, the subject of an infringement claim, Digita SRL may, at its own discretion and expense:

- (a) procure for the Customer the right to continue using My-DO;
- (b) modify or replace My-DO so that it becomes non-infringing while providing substantially equivalent functionality; or
- (c) suspend or terminate the affected Service or subscription and refund any prepaid Fees covering the unused portion of the affected subscription period, if any.

24.2 Exclusions from Digita SRL's Indemnification Obligations

Digita SRL shall have no obligation under Section 24.1 to the extent that the third-party claim arises from or relates to:

- (a) the combination, integration or use of My-DO with Customer or third-party software, hardware, systems, infrastructure, applications, websites, APIs, connectors, databases, models, documents, data, services or equipment not provided by Digita SRL;
- (b) any modification, configuration, customisation, adaptation or alteration of My-DO, the Service, system instructions, workflows, connectors, integrations or Outputs by any party other than Digita SRL, or by Digita SRL acting in accordance with the Customer's instructions;
- (c) Customer Data, Customer Content, knowledge base content, system instructions, prompts, documents, files, manuals, procedures, policies, datasets, user queries or other materials provided, uploaded, configured or made available by or on behalf of the Customer;
- (d) Outputs generated from, based on or influenced by Customer Data, Customer Content, knowledge base content, system instructions, prompts, user queries or other materials provided, uploaded, configured or made available by or on behalf of the Customer;
- (e) the Customer's use of My-DO, Customer Data or Outputs in a manner that the Customer knew or reasonably should have known was likely to violate third-party rights, confidentiality obligations, intellectual property rights, data protection laws, sector-specific rules or applicable laws;
- (f) the Customer's breach of these Terms, the applicable Order Form, the data processing agreement, acceptable use rules or any applicable additional terms;

- (g) the Customer's failure to comply with applicable laws, regulations, professional obligations, public-sector requirements, internal policies, authorisations, licences, permits or third-party contractual obligations;
- (h) use of My-DO after Digita SRL has notified the Customer to stop such use due to an actual or potential infringement claim;
- (i) use of a version of My-DO other than the most recent version made available by Digita SRL, where the claim would have been avoided by using the updated version;
- (j) third-party services, third-party AI models, external platforms, open-source software, third-party content, third-party connectors or infrastructure providers not owned or controlled by Digita SRL, except to the extent expressly required by applicable law or agreed in writing.

24.3 Indemnification by the Customer

The Customer shall indemnify, defend and hold harmless Digita SRL, its affiliates, directors, officers, employees, contractors, licensors, service providers and subcontractors from and against any liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees, arising from a third-party claim to the extent such claim arises from or relates to:

- (a) the Customer's or its authorised users' use of My-DO in violation of these Terms, the applicable Order Form, the data processing agreement, acceptable use rules or any applicable additional terms;
- (b) Customer Data, Customer Content, knowledge base content, system instructions, prompts, documents, files, manuals, procedures, policies, datasets, user queries or other materials provided, uploaded, configured or made available by or on behalf of the Customer;
- (c) any Output generated from, based on or influenced by Customer Data, Customer Content, knowledge base content, system instructions, prompts, user queries or other materials provided, uploaded, configured or made available by or on behalf of the Customer;
- (d) the Customer's use, publication, distribution, disclosure, reliance on or making available of any Output to third parties, including employees, contractors, customers, citizens, partners, suppliers, public users or other end users;
- (e) any Customer Offering, including any product, service, website, application, chatbot, digital assistant, public interface, internal tool, customer support system, public administration service or business process offered, operated or made available by the Customer using or incorporating My-DO or any Output;
- (f) the Customer's breach of any representation, warranty or obligation under these Terms or the applicable Order Form;
- (g) the Customer's violation of applicable laws, regulations, data protection laws, intellectual property rights, confidentiality obligations, trade secrets, professional obligations, public-sector rules, employment rules, consumer protection rules or third-party contractual obligations;
- (h) any allegation that Customer Data, Customer Content, knowledge base content, system instructions, prompts, documents, files, manuals, procedures, policies, datasets, user queries or other materials infringe, misappropriate or violate any third-party right;
- (i) the Customer's failure to provide appropriate notices, consents, legal bases, human oversight, review procedures, disclaimers or safeguards required for its use of My-DO or Outputs;
- (j) unauthorised access to or use of My-DO resulting from the Customer's failure to maintain the confidentiality of credentials, configure access controls appropriately or supervise authorised users, except to the extent caused by Digita SRL's breach of these Terms.

24.4 Indemnification Procedure

The indemnification obligations set out in this Section are subject to the indemnified Party:

- (a) providing the indemnifying Party with prompt written notice of the relevant claim, provided that any delay shall relieve the indemnifying Party of its obligations only to the extent it is materially prejudiced by such delay;
- (b) granting the indemnifying Party the right to control and direct the investigation, defence and settlement of the claim, including the authority to select legal counsel;
- (c) providing reasonable cooperation and assistance, including access to relevant information, at the indemnifying Party's expense;
- (d) not admitting liability, making any settlement, compromise or payment, or taking any action that may prejudice the defence of the claim without the indemnifying Party's prior written consent.

The indemnifying Party shall not settle any claim in a manner that requires the indemnified Party to admit liability, pay money, cease business activities, modify its products or services, or take or refrain from taking any action, without the indemnified Party's prior written consent, not to be unreasonably withheld, conditioned or delayed.

24.5 Sole and Exclusive Remedies for IP Claims

The remedies set out in this Section 24 constitute the sole and exclusive remedies of the Customer, and Digita SRL's entire liability, for any third-party claim alleging that My-DO, as provided by Digita SRL, infringes or misappropriates third-party intellectual property rights. Nothing in this Section limits either Party's liability where such limitation is prohibited by applicable law.

25. Communications and Notices

The Owner may communicate with the Customer by email, platform notifications, invoices, account notices, support messages or other reasonable means. Notices to the Owner may be sent to info@digita.work or, where legally required, to pec.digita@legalmail.it.

The Customer must keep contact, billing and administrative information up to date. Communications sent to the most recent contact details provided by the Customer will be deemed valid unless the Customer proves that the Owner received updated details before sending the communication.

26. Changes to These Terms and Additional Terms

26.1 Updates to these Terms

Digita SRL may update these Terms, any applicable acceptable use policy, AI use policy, privacy notice, service policy, documentation, additional terms or other contractual terms made available in connection with My-DO from time to time.

Updates may be necessary, by way of example, to reflect changes to My-DO, new features, changes in applicable law, regulatory requirements, security needs, technical developments, commercial changes, third-party provider requirements or changes to Digita SRL's business operations.

26.2 Customer Notification

Digita SRL will notify the Customer of any material updates to these Terms by email, Customer Account notification, in-app notification or other reasonable communication method.

Non-material updates, clarifications, corrections, formatting changes or updates that do not materially affect the Customer's rights or obligations may be made by posting the updated Terms on the My-DO website or otherwise making them available through the Service.

26.3 Effective Date of Updates

Material updates to these Terms shall become effective thirty (30) days after notice is provided to the Customer, unless:

- (a) a shorter period is required by applicable law, regulation, court order, public authority request or urgent security need;
- (b) the update relates to a new feature, beta feature, optional functionality or additional service that the Customer chooses to use, in which case the update may apply when the Customer enables or uses such feature or service;
- (c) the Customer expressly accepts the updated Terms earlier, including by signing an Order Form, accepting an online order confirmation, clicking acceptance, continuing to use the Service after notice, or otherwise agreeing in writing.

Non-material updates shall become effective when posted on the My-DO website or otherwise made available through the Service, unless otherwise specified.

26.4 Objection to Material Updates

If a material update has a material adverse effect on the Customer's rights or obligations under these Terms, the Customer may object to the update by notifying Digita SRL in writing at info@digita.work within thirty (30) days after Digita SRL provides notice of the material update.

The Customer's objection must describe in reasonable detail the specific update objected to and the material adverse effect alleged by the Customer.

If the Customer validly objects to a material update in accordance with this Section 26.4:

- (a) the Customer shall not use any new features, functionalities, services or optional components introduced after the effective date of the update, unless otherwise agreed in writing;
- (b) the Customer shall remain governed by the version of the Terms in effect immediately before the update until the earlier of:
 - (i) the end of the then-current subscription term or Order Form term; or
 - (ii) twelve (12) months after the Customer provides the objection notice;
- (c) Digita SRL may choose not to renew the affected subscription or Order Form after the end of the then-current term.

26.5 Continued Use

If the Customer does not object to a material update within the thirty (30) day period indicated in Section 26.4, the updated Terms shall be deemed accepted and shall apply to the Customer from the relevant effective date.

Continued access to or use of My-DO after the effective date of an update constitutes acceptance of the updated Terms, to the extent permitted by applicable law.

26.6 Additional Terms

Certain features, services, subscription plans, beta features, integrations, APIs, connectors, third-party services or professional services may be subject to additional terms, policies, technical documentation, usage limits, data-use conditions or Order Form provisions.

If the Customer uses such features or services, the applicable additional terms shall apply in addition to these Terms.

In the event of conflict between these Terms and an Order Form, the Order Form shall prevail solely with respect to the conflicting provision and solely for the Customer and services covered by that Order Form.

In the event of conflict between these Terms and any additional terms applicable to a specific feature or service, the additional terms shall prevail solely with respect to that specific feature or service, unless otherwise expressly provided.

27. Miscellaneous

The Customer may not assign or transfer its rights or obligations under these Terms without the Owner's prior written consent. The Owner may assign or transfer these Terms in connection with a merger, acquisition, corporate reorganization, sale of assets or transfer of business, subject to applicable law.

If any provision of these Terms is held invalid, unlawful or unenforceable, the remaining provisions will remain in full force and effect. The invalid provision will be replaced, to the extent possible, by a valid provision that most closely reflects the original economic and legal intent.

Failure or delay by the Owner to enforce any provision does not constitute a waiver of that provision. These Terms, together with any applicable order form, agreement, Privacy Policy, DPA and referenced documents, constitute the agreement governing use of the Service to the extent applicable.

28. Contact Information

For questions about these Terms, the Service or support requests, the Customer may contact:

Owner	Digita SRL
Registered office	Via Verdi 3, 24121 Bergamo, Italy
VAT / Tax Code	04334180165
Company ID	IT04334180165
PEC	pec.digita@legalmail.it
Support email	info@digita.work