

# TERMS OF SERVICE FOR CONSUMERS IN THE EUROPEAN ECONOMIC AREA My-DO

Last updated: 06/05/2026

Welcome to My-DO.

These Terms of Service for Consumers in the European Economic Area (the “Consumer Terms” or “Terms”) govern your personal use, as a consumer residing in the European Economic Area (“EEA”), of My-DO, including our website, web application, mobile applications for iOS and Android, software, AI-powered features, subscription services, private solutions and related technologies (collectively, “My-DO” or the “Service”).

These Terms apply only where you access or use My-DO as a consumer, meaning as a natural person acting for purposes outside your trade, business, craft or profession.

My-DO is primarily designed for business, professional, institutional and public-sector use. However, certain My-DO features, subscription plans, private solutions or mobile application functionalities may also be made available to consumers for personal, household or non-professional use.

If you access or use My-DO on behalf of a company, organisation, public institution, employer, client or other legal entity, or for business, professional, institutional or public-sector purposes, these Consumer Terms do not apply. In that case, your access to and use of My-DO is governed by the Commercial Terms of Service, the applicable Order Form or another agreement entered into with Digita SRL.

## 1. Who We Are and How to Contact Us

My-DO is provided by:

Digita SRL  
Via Verdi 3  
24121 Bergamo, Italy  
VAT / Tax Code: 04334180165  
Company identification number: IT04334180165  
Share capital fully paid in: €10,000.00  
PEC: pec.digita@legalmail.it  
Support and contact email: info@digita.work

For questions, complaints, support requests, withdrawal requests or any other communication relating to these Terms, you may contact us at:  
info@digita.work

## 2. Key Points

Before reading the full Terms, here are some important points:

- (a) My-DO is an AI-powered knowledge management and digital assistant platform. It may generate answers, summaries, explanations, recommendations or other outputs based on your prompts, instructions, uploaded materials and configured knowledge sources.
- (b) AI-generated outputs may be inaccurate, incomplete, outdated, biased, misleading or unsuitable for your specific purpose. Always verify outputs before relying on them.
- (c) You are responsible for the inputs, prompts, files, documents, instructions or other content you provide to My-DO. You must make sure that you have all necessary rights and permissions to use them.
- (d) You must not use My-DO to generate, upload, process, distribute or share unlawful content or content that infringes third-party rights.
- (e) My-DO does not use your inputs, uploaded documents, knowledge base content, prompts, queries or outputs to train general-purpose AI models by default, unless you have expressly agreed to such use or such use is clearly disclosed to you in relation to a specific feature.
- (f) If you purchase a paid subscription as an EEA consumer, you may have a statutory right of withdrawal within fourteen (14) days, as explained in Section 8.
- (g) My-DO is available through mobile applications on the Apple App Store and Google Play Store. App store terms may also apply to your download, purchase, subscription, cancellation or refund process.

### **3. Contract**

By creating a My-DO account, clicking “I agree”, subscribing to a paid plan, downloading or using the My-DO mobile application, accessing the web application, or otherwise using My-DO, you agree to these Terms.

These Terms form a binding agreement between you and Digita SRL.

If you do not agree to these Terms, you must not access or use My-DO.

### **4. Accessing My-DO**

#### **4.1 Age Requirements**

You must be at least thirteen (13) years old to use My-DO.

If you are below the age at which you can validly consent to the processing of your personal data in your country of residence, you may use My-DO only with the consent or authorisation of your parent or legal guardian.

We may ask you to confirm your age or provide additional information where necessary to verify that you meet the age requirements for using My-DO. If we reasonably believe that you do not meet these requirements, or that parental or guardian consent is required but has not been provided, we may refuse registration, restrict access, suspend or delete your account.

#### **4.2 Account Registration**

Some features of My-DO require a user account.

When creating or using an account, you must provide complete, accurate and up-to-date information. You must promptly update your account information if it changes.

Your account is personal to you. You must not share your login credentials, transfer your account, sell access to your account, lease access to your account or allow unauthorised persons to access your account.

You are responsible for keeping your credentials confidential and for all activities carried out through your account, unless caused by our fault or breach of these Terms.

You must promptly notify us at [info@digita.work](mailto:info@digita.work) if you become aware of any unauthorised or fraudulent access to your account.

#### **4.3 Personal Consumer Use**

Where these Terms apply, you may use My-DO only for personal, household or non-professional purposes.

You must not use a consumer account to provide services to third parties, operate a business, support professional workflows, integrate My-DO into commercial products, or make My-DO available to employees, customers, citizens, clients, partners or other end users.

If you wish to use My-DO for professional, business, institutional or public-sector purposes, the Commercial Terms of Service apply.

### **5. Paid Subscriptions**

#### **5.1 Pricing**

The applicable pricing, subscription plans, features, usage limits and accepted payment methods are indicated on the My-DO pricing page available at: [www.my-do.ai/pricing](http://www.my-do.ai/pricing)

Prices for consumer subscriptions are indicated inclusive of VAT where applicable. VAT will be applied at the rate in force in your billing country at the time of purchase or renewal.

#### **5.2 Subscription Process**

To subscribe to a paid My-DO plan, you may be required to:

- (a) create a My-DO account;
- (b) select your desired subscription plan;
- (c) provide billing and payment information;
- (d) review your order before submitting it;
- (e) accept these Terms;
- (f) confirm your purchase by clicking “Pay Now”, “Subscribe”, “Confirm Purchase” or a similar button.

Before submitting your order, you will have the opportunity to review and correct your subscription details, where technically available.

Your subscription will become available once your order is confirmed and payment is successfully processed, unless otherwise stated during the purchase flow.

### **5.3 Subscription Confirmation**

After placing an order, you will receive a confirmation by email or through the relevant app store, payment provider or account interface.

We recommend that you save or print a copy of your order confirmation and these Terms for your records.

### **5.4 Payment**

You must provide complete and accurate billing information and use a valid accepted payment method.

For paid subscriptions, your payment method may be charged automatically at each renewal period until you cancel your subscription.

If your payment cannot be completed, we may suspend, downgrade or restrict your access to paid features until payment is received.

### **5.5 App Store Payments**

If you purchase a subscription through the Apple App Store or Google Play Store, payment, billing, renewal, cancellation and refund procedures may be managed by Apple or Google in accordance with their applicable terms and policies.

In such cases, you may need to manage your subscription, cancellation or refund request through your Apple or Google account settings.

### **5.6 Subscription Renewal**

Unless otherwise stated during the purchase process, paid subscriptions renew automatically at the end of each subscription period.

You authorise us, the relevant payment provider or the relevant app store to charge the applicable subscription fee at each renewal until you cancel.

### **5.7 Cancellation**

You may cancel your paid subscription at any time through your My-DO account settings, through the relevant app store subscription settings, or by contacting us at [info@digita.work](mailto:info@digita.work).

Unless otherwise required by applicable law or unless you validly exercise your right of withdrawal under Section 8, payments are non-refundable.

After cancellation, you will continue to have access to the paid features until the end of the subscription period already paid for.

### **5.8 Changes to Prices**

We may change our prices from time to time, including to reflect changes to My-DO, market conditions, technical costs, third-party provider costs, tax changes, business changes or legal requirements.

If we increase the price of an active consumer subscription, we will provide at least thirty (30) days' notice by email, account notification, app notification or app store notification, where applicable.

The price increase will apply from the next renewal period after the notice period, so that you can cancel your subscription if you do not agree to the price increase.

## **6. Using My-DO**

### **6.1 Description of the Service**

My-DO is an AI-powered knowledge management platform that allows users to interact with specialised digital assistants through natural language.

Depending on the available features and your subscription plan, My-DO may allow you to submit prompts, questions, files, documents, instructions or knowledge sources, and receive responses generated through AI technologies and configured knowledge sources.

### **6.2 Ownership of My-DO**

As between you and Digita SRL, Digita SRL owns all rights, title and interest in and to My-DO, including the software, mobile applications, website, user interfaces, designs, workflows, systems, prompts, configurations, templates, documentation, know-how, trademarks and related intellectual property rights.

### **6.3 Licence to Use My-DO**

Subject to your compliance with these Terms, we grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable and revocable right to access and use My-DO solely for your personal, non-commercial use.

Certain features may be available only with a paid subscription.

### **6.4 Usage Limits**

Your use of My-DO may be subject to usage limits, rate limits, token limits, storage limits, feature limits or other technical restrictions depending on your subscription plan.

If you reach such limits, your access to certain features may be temporarily restricted until the limits reset or until you upgrade your subscription, where available.

### **6.5 Restrictions**

You must not, and must not allow anyone else to:

- (a) use My-DO in violation of applicable law, these Terms or any applicable usage policy;
- (b) use My-DO to generate, upload, process, distribute or share unlawful, harmful, misleading, defamatory, abusive, discriminatory, hateful, violent, privacy-invasive or infringing content;
- (c) infringe, misappropriate or violate third-party rights, including intellectual property, privacy, confidentiality, image, publicity or data protection rights;
- (d) upload or process personal data of children below the applicable age of digital consent without valid legal grounds and required parental or guardian consent;
- (e) reverse engineer, decompile, disassemble, extract, infer or attempt to discover the source code, algorithms, model behaviour, system prompts, architecture, security mechanisms or underlying components of My-DO, except to the extent such restriction is prohibited by applicable law;
- (f) compromise, interfere with, overload, disrupt, bypass or circumvent the security, integrity, moderation, rate limits or proper functioning of My-DO;
- (g) perform vulnerability testing, penetration testing, scraping, crawling, automated extraction or similar activities without our prior written consent;
- (h) buy, sell, rent, lease, transfer or share accounts, access credentials, subscription access or API credentials;
- (i) use My-DO to develop, train, benchmark, improve or commercialise any competing AI system, chatbot, digital assistant, knowledge management system or software service;
- (j) integrate My-DO into products, services, websites, applications or workflows offered to third parties without our prior written authorisation;
- (k) use My-DO for automated decision-making that produces legal or similarly significant effects on individuals without appropriate human review and safeguards;
- (l) use My-DO for professional, legal, medical, tax, financial, engineering, safety-critical, public-service or regulated advice without appropriate expert verification;
- (m) misrepresent that an AI-generated output was generated, reviewed or approved by a human where this is not the case;
- (n) use My-DO in violation of sanctions, export control or trade compliance laws.

## **6.6 Third-Party Services and Providers**

My-DO may rely on or integrate with third-party services, including hosting providers, infrastructure providers, AI model providers, app stores, payment providers and other technical providers.

Your use of third-party services may be subject to the terms and policies of those third parties.

Our current key providers include GitLab, AWS and OpenAI for the purposes described in our Privacy Policy. Stripe may be introduced in the future for payment processing and subscription billing.

## **6.7 Updates**

We may provide updates, patches, improvements, bug fixes, security updates, compatibility updates or new versions of My-DO or the mobile applications.

Some updates may be mandatory to maintain security, compliance, compatibility or proper operation. Where required by applicable law, we will inform you of mandatory updates and the consequences of not installing them.

We are not responsible for issues caused solely by your failure to install required updates, unless such failure results from our breach of these Terms or applicable law.

## **6.8 Non-Mandatory Updates**

We may deploy non-mandatory updates to improve features, performance, compatibility or user experience.

If a non-mandatory update materially impairs your access to or use of My-DO, and we do not provide a reasonable alternative or remedy, you may terminate these Terms and your account free of charge within thirty (30) days from the later of the date you received notice of the update or the date the update became effective, without prejudice to any mandatory consumer rights.

## **6.9 Mobile Data and Device Requirements**

To use the mobile applications, you need a compatible device, internet access and a compatible operating system.

You are responsible for any mobile data charges, internet fees, roaming charges or other costs charged by your network or device provider.

## **7. Your Data and AI Outputs**

### **7.1 Inputs and Outputs**

You may provide prompts, questions, text, files, documents, instructions, feedback, knowledge sources or other content to My-DO (“Input”) and receive responses, summaries, explanations, recommendations, generated text or other content generated by My-DO (“Output”).

Input and Output are collectively referred to as “Your Data”.

### **7.2 Ownership of Your Data**

As between you and Digita SRL, you retain any ownership rights you may have in your Input.

To the extent permitted by applicable law, and subject to these Terms, you own the Output generated specifically for you through your account. We assign to you any right, title and interest, if any, that we may have in such Output.

This does not transfer to you any rights in My-DO, our software, systems, technology, models, prompts, configurations, templates, infrastructure, documentation, trademarks or third-party content.

### **7.3 Responsibility for Your Data**

You are responsible for your Input and for how you use Output.

You represent that you have all rights, licences, permissions and legal grounds required to provide your Input to My-DO and to allow us to process it for the purpose of providing the Service.

You are responsible for checking that Output is accurate, lawful, appropriate and suitable for your intended use.

#### **7.4 How We Use Your Data**

You grant Digita SRL a worldwide, non-exclusive, non-transferable, royalty-free and fully paid licence, with the right to sublicense to our service providers and subcontractors, to use Your Data solely to the extent necessary to:

- (a) provide, operate, maintain and secure My-DO;
- (b) generate, display and manage Outputs;
- (c) process your prompts, files, documents and interactions;
- (d) provide support, debugging, monitoring, troubleshooting and service improvement;
- (e) prevent abuse, fraud, security incidents or unlawful use;
- (f) comply with legal obligations and enforce these Terms.

We do not use Your Data to train general-purpose AI models by default, unless you have expressly agreed to such use or unless otherwise clearly disclosed to you in a specific feature, beta service, consent flow or written agreement.

#### **7.5 Feedback**

If you provide suggestions, comments, corrections, ratings, bug reports or other feedback about My-DO, we may use that feedback to improve My-DO.

If feedback includes personal data or confidential information, we will process it in accordance with our Privacy Policy and applicable law.

#### **7.6 Similarity of Output**

Because AI systems and language models may generate similar responses to similar inputs, your Output may be similar or identical to output generated for other users.

We do not guarantee that any Output will be unique, exclusive or protectable by intellectual property rights.

#### **7.7 Output Accuracy**

My-DO uses artificial intelligence technologies, including probabilistic systems and third-party AI models. Outputs may be inaccurate, incomplete, outdated, biased, inconsistent, misleading or unsuitable for your specific purpose.

My-DO is not an authoritative or infallible source of information. You should not rely on Output as the sole source of truth or as a substitute for professional advice, including legal, tax, medical, financial, technical or safety advice.

Always verify the reliability, accuracy and completeness of Output before relying on it or sharing it with others.

#### **7.8 Third-Party Content**

My-DO may display, retrieve or refer to third-party content, links, documents, excerpts, snippets, metadata or other external material to help generate, contextualise or explain an Output.

Third-party content does not form part of Your Data and is subject to the rights and terms of the relevant third parties.

You may not copy, redistribute, resell, store, scrape, archive, train on or commercially exploit third-party content unless you have the necessary rights or the law allows you to do so.

## **7.9 Prohibited Content**

You must not include in your Input, or intentionally generate Output, that violates applicable law, these Terms or third-party rights.

We may review, remove, restrict, disable or report content where required or permitted by law, including where it appears unlawful, harmful, abusive, infringing, privacy-invasive or likely to create liability for us or others.

We may use automated tools to help detect and moderate prohibited content, subject to applicable law.

## **7.10 Reporting Content**

If you believe that content generated or made available through My-DO is unlawful or violates these Terms, you may notify us at [info@digita.work](mailto:info@digita.work).

Your notification should include enough information to identify the content, explain why you believe it is unlawful or violating, and allow us to contact you if necessary.

If you repeatedly submit manifestly unfounded or abusive notifications, we may restrict your ability to use reporting mechanisms, to the extent permitted by applicable law.

## **8. Withdrawal Right**

### **8.1 Right of Withdrawal**

If you are a consumer in the EEA, you have the right to withdraw from a paid subscription within fourteen (14) days from the date on which the contract is concluded, without giving any reason.

### **8.2 How to Exercise Your Withdrawal Right**

To exercise your right of withdrawal, you must inform us of your decision to withdraw before the expiry of the withdrawal period.

You may do so by:

- (a) cancelling your subscription through your account settings, where available;
- (b) using the relevant app store cancellation or refund process, if you purchased through Apple App Store or Google Play Store;
- (c) sending an unequivocal statement to [info@digita.work](mailto:info@digita.work);
- (d) using the model withdrawal form in Appendix 1.

### **8.3 Effects of Withdrawal**

If you validly withdraw, we will reimburse all payments received from you without undue delay and in any event no later than fourteen (14) days from the day on which we are informed of your decision to withdraw.

We will make the reimbursement using the same means of payment you used for the initial transaction, unless you expressly agree otherwise. You will not incur any fees as a result of the reimbursement.

If the subscription was purchased through an app store, the refund may be processed by the relevant app store operator in accordance with its procedures and applicable law.

#### **8.4 Immediate Performance of Digital Services**

Where permitted by applicable law, if you request or consent to the immediate performance of the digital service during the withdrawal period and acknowledge the consequences for your withdrawal right, your withdrawal right may be affected in accordance with applicable consumer law.

Where required by law, we will ask for your express consent and acknowledgment before applying any such exception.

### **9. Data Switching and Export**

#### **9.1 Switching**

Where applicable under EU law, you may have the right to switch to another service provider or to your own infrastructure and to export certain data and digital assets that belong to you.

#### **9.2 Exportable Data**

Exportable data may include data made available through the export features in your My-DO account, such as prompts, conversations, Outputs, uploaded files or other data, depending on the features available in your subscription plan and account settings. Exportable data does not include My-DO software, systems, models, configurations, templates, proprietary technologies, security information, third-party content or data that does not belong to you.

#### **9.3 Switching Request**

If data export is not available through self-service features, you may contact us at [info@digita.work](mailto:info@digita.work) with a switching or export request and provide the information reasonably necessary to identify your account and the data requested.

#### **9.4 Limitations**

We do not guarantee that exported data will be compatible, interoperable or fit for use with another provider, software, system or infrastructure.

We may refuse or limit export requests where required or permitted by law, including to protect security, third-party rights, confidentiality, intellectual property, trade secrets or the rights of others.

## **9.5 Deletion**

You may request deletion of your account or certain data through account settings, where available, or by contacting us at [info@digita.work](mailto:info@digita.work).

Deletion is subject to legal retention obligations, backup retention, dispute management, security requirements and our Privacy Policy.

## **10. Warranties and Legal Conformity**

### **10.1 Our Commitment**

We will provide My-DO with professional diligence and in accordance with these Terms and the information made available to you before purchase.

### **10.2 Legal Guarantee**

As an EEA consumer, you benefit from mandatory legal rights under the consumer laws of your country of residence, including rights relating to the conformity of digital content and digital services.

Nothing in these Terms limits or excludes any mandatory consumer rights that apply to you.

### **10.3 Compatibility and Interoperability**

Information about the main features, compatibility and interoperability of My-DO is provided on our website, app store pages, documentation, pricing page or purchase flow. You are responsible for ensuring that your device, operating system, browser, internet connection and app store account meet the requirements for using My-DO.

## **11. Liability**

We are responsible for providing My-DO with professional diligence and for complying with obligations that cannot be excluded under applicable consumer law.

Provided that we have acted with professional diligence, we are not responsible for:

- (a) losses or damages that do not result from our breach of these Terms or applicable law;
- (b) losses or damages that were not reasonably foreseeable when you accepted these Terms;
- (c) losses caused by events beyond our reasonable control;
- (d) losses resulting from your misuse of My-DO or failure to follow instructions, updates or security requirements;
- (e) losses resulting from your reliance on Output without appropriate verification;
- (f) professional, business or commercial losses, where you use My-DO as a consumer.

Nothing in these Terms excludes or limits our liability for death or personal injury caused by negligence, fraud, intentional misconduct, gross negligence, lack of conformity where mandatory law applies, or any other liability that cannot be excluded or limited under applicable law.

## **12. Suspension and Termination**

### **12.1 Term**

These Terms apply from the moment you accept them or first use My-DO and continue until terminated by you or us.

### **12.2 Suspension or Termination by Us**

We may suspend or terminate your account or access to all or part of My-DO if:

- (a) you breach these Terms or any applicable usage policy;
- (b) you fail to pay fees when due;
- (c) suspension or termination is necessary to comply with applicable law or an order from a competent authority;
- (d) your continued use creates a security, legal, technical, operational or reputational risk;
- (e) we reasonably suspect unauthorised access, fraud, abuse, unlawful use or violation of third-party rights.

Where reasonably possible, we will notify you in advance and give you an opportunity to remedy the issue. We may act without prior notice where immediate action is necessary or where the breach cannot be remedied.

If you believe your account was suspended or terminated by mistake, you may contact us at [info@digita.work](mailto:info@digita.work).

### **12.3 Termination by You**

You may stop using My-DO at any time.

You may delete your account or request termination through account settings, where available, or by contacting us at [info@digita.work](mailto:info@digita.work).

If you have a paid subscription, termination does not automatically entitle you to a refund, except where required by law or where you validly exercise your withdrawal right.

### **12.4 Effects of Termination**

Upon termination:

- (a) your right to access and use My-DO will end;
- (b) you may lose access to Your Data, including Inputs, Outputs, documents, conversations and account settings;
- (c) you remain responsible for any amounts due up to the termination date;
- (d) provisions intended to survive termination will continue to apply.

You should export any data you wish to retain before terminating your account, where export functionality is available.

## **13. Privacy**

We process your personal data as described in our Privacy Policy.

Where My-DO is provided directly to you as a consumer service, Digita SRL may process your personal data as an independent controller for purposes including account management, providing My-DO, subscription management, billing, support, security, fraud prevention, service communications, legal compliance and exercise or defence of legal claims.

For more information, please read our Privacy Policy available on the My-DO website or in the mobile application.

## **14. Changes to These Terms**

We may update these Terms from time to time, including to reflect changes to My-DO, new features, app store requirements, legal or regulatory changes, security needs, business changes or technical developments.

If an update materially affects your rights or obligations, we will provide at least thirty (30) days' notice by email, account notification, app notification or another reasonable method. If you do not agree to the updated Terms, you may stop using My-DO and terminate your account before the update becomes effective.

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

## **15. Governing Law and Dispute Resolution**

### **15.1 Consumer Rights**

As an EEA consumer, you benefit from any mandatory provisions of the laws of your country of residence. Nothing in these Terms affects your right to rely on such mandatory consumer protection laws.

### **15.2 Governing Law and Courts**

You may bring claims before the courts of your country of residence, and such claims may be governed by the mandatory consumer protection laws of your country of residence. You may also bring claims before the competent courts of Italy. Where permitted by applicable law, Italian law applies to these Terms.

### **15.3 Complaints and Out-of-Court Dispute Resolution**

If you have a complaint, please contact us first at [info@digita.work](mailto:info@digita.work) so we can try to resolve the issue.

If you are a consumer residing in the EEA, you may also have access to out-of-court dispute resolution or mediation mechanisms available in your country of residence under applicable law.

## **16. General Terms**

## **16.1 Your Mandatory Rights**

You will benefit from any mandatory provisions of the laws of your country of residence or domicile. Nothing in these Terms affects your rights as a consumer to rely on such mandatory provisions.

## **16.2 Usage Data and Statistics**

We may create aggregated or anonymised usage statistics based on technical, operational, performance, billing and usage data related to My-DO.

We may use such aggregated or anonymised data for business purposes, including improving My-DO, analysing performance, developing features, maintaining security and understanding usage trends.

Such data will not identify you and does not constitute Your Data.

## **16.3 Assignment**

You may not assign or transfer your rights or obligations under these Terms without our prior written consent.

We may assign or transfer our rights and obligations to an affiliate, successor, purchaser or entity involved in a merger, acquisition, reorganisation or sale of business, provided that this does not materially reduce your consumer rights.

## **16.4 Force Majeure**

Neither party will be liable for delay or failure to perform obligations where caused by events beyond reasonable control, including natural disasters, war, terrorism, labour disputes, internet failures, cloud provider outages, app store outages, cyberattacks, governmental actions or other unforeseeable events.

## **16.5 Independent Contractors**

No partnership, joint venture, employment, franchise or agency relationship is created between you and Digita SRL.

## **16.6 No Third-Party Beneficiaries**

Except as expressly provided in Section 17 regarding Apple and Google, these Terms do not create rights for third parties.

## **16.7 Waiver**

Our failure to enforce any provision of these Terms does not constitute a waiver of that provision or any other rights.

## **16.8 Entire Agreement**

These Terms, together with any applicable policies, purchase terms, app store terms and documents incorporated by reference, constitute the entire agreement between you and Digita SRL concerning your personal use of My-DO.

## **16.9 Severability**

If any provision of these Terms is found invalid or unenforceable, the remaining provisions will remain in full force and effect.

## **17. Mobile Applications**

### **17.1 General**

My-DO may be made available as mobile applications for iOS and Android devices, including through the Apple App Store and Google Play Store.

You must have a compatible mobile device, operating system, internet connection and app store account to download and use the mobile applications.

Subject to your compliance with these Terms, we grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable and revocable licence to download, install and use the My-DO mobile application on personal devices that you own or control, or as otherwise permitted by Apple or Google's applicable terms.

### **17.2 App Store Terms**

Your download and use of the mobile applications must comply with the applicable Apple App Store, Apple Media Services, Google Play and other relevant app store terms and policies.

If there is a conflict between these Terms and applicable mandatory app store terms, the app store terms apply only to the extent required for the download or use of the mobile application through that app store.

### **17.3 iOS App**

This Section applies to your use of the My-DO iOS application.

You and Digita SRL acknowledge that these Terms are entered into between you and Digita SRL only, and not with Apple Inc. ("Apple").

Apple is not responsible for the My-DO iOS application or its content.

Apple has no obligation to provide maintenance or support services for the My-DO iOS application.

To the maximum extent permitted by applicable law, Apple has no warranty obligation with respect to the My-DO iOS application. Any claims, losses, liabilities, damages, costs or expenses relating to the My-DO iOS application are governed by these Terms and applicable law.

Apple is not responsible for any claims by you or third parties relating to the My-DO iOS application, including product liability claims, regulatory claims, consumer protection claims, privacy claims or intellectual property claims.

If a third party claims that the My-DO iOS application or your possession or use of it infringes intellectual property rights, Digita SRL, and not Apple, will be responsible for

investigating, defending, settling and discharging such claim to the extent required by these Terms and applicable law.

Apple and its subsidiaries are third-party beneficiaries of this Section. Upon your acceptance of these Terms, Apple has the right to enforce this Section against you as a third-party beneficiary.

You represent that:

(a) you are not located in a country subject to a United States government embargo or designated by the United States government as a terrorist-supporting country;

(b) you are not listed on any United States government list of prohibited or restricted parties.

#### **17.4 Android App**

This Section applies to your use of the My-DO Android application.

You and Digita SRL acknowledge that these Terms are entered into between you and Digita SRL only, and not with Google LLC or its affiliates (“Google”).

Your download and use of the My-DO Android application must comply with the applicable Google Play Terms of Service and policies.

Google is only the provider of the Google Play Store through which you may obtain the Android application.

Digita SRL, and not Google, is responsible for the My-DO Android application, subject to these Terms and applicable law.

Google has no obligation or liability to you with respect to My-DO or these Terms, except to the extent required by applicable Google Play terms or mandatory law.

Google is a third-party beneficiary of this Section to the extent applicable to the Android application.

#### **18. Contact Us**

If you have questions, comments, complaints or requests regarding these Terms or My-DO, you may contact us at:

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

#### **APPENDIX 1**

##### **MODEL WITHDRAWAL FORM**

To:

Digita SRL  
Via Verdi 3  
24121 Bergamo, Italy  
Email: [info@digita.work](mailto:info@digita.work)

Subject: Withdrawal Request

I hereby give notice that I withdraw from my contract for the provision of the following My-DO subscription or digital service:

[please specify the subscription/service]

Ordered on:

Consumer's first name:

Consumer's last name:

Email address used for the order/account:

Address, if applicable:

Signature, only if submitted on paper:

Date:

## **APPENDIX 2**

### **ITALY-SPECIFIC CONSUMER RIGHTS**

If you reside in Italy, you benefit from the legal guarantee of conformity for digital content and digital services under Articles 135-octies et seq. of the Italian Consumer Code, Legislative Decree no. 206/2005.

We are liable for any lack of conformity that becomes apparent within two (2) years in the case of a one-time supply of digital content or digital services, or at any time during the agreed period over which the digital content or digital service is supplied continuously.

The consumer's action to assert a lack of conformity not maliciously concealed by us shall in any event be time-barred within twenty-six (26) months from the time of supply, where applicable.

In the event of lack of conformity, you are entitled, without additional cost, to have the digital content or digital service brought into conformity, or to a proportionate price reduction, or to terminate the contract, as applicable under the Italian Consumer Code.

You may contact us to exercise your rights under the legal guarantee at [info@digita.work](mailto:info@digita.work).