

MOBILE APPLICATION TERMS MOSAICO

Last updated: 20/05/2026

These Mobile Application Terms govern the download, installation and use of the MOSAICO mobile applications for iOS and Android, including Mi-Report, Mi-Live, Mi-Add, Mi-Core, Mi-Tag, Thunder & Sfera, and any future, updated, renamed or replacement mobile application forming part of the MOSAICO suite. MOSAICO is a B2B industrial digital platform designed for business, professional and industrial use. It enables authorised users to access industrial plant data, dashboards, reports, alarms, events, notifications, QR code equipment pages, operator feedback and other operational information made available by the relevant customer organisation.

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

These Mobile Application Terms supplement, and do not replace, the applicable MOSAICO Terms and Conditions, Order Form, customer agreement, Data Processing Addendum, Privacy Policy, Cookie Policy and any internal rules, policies or instructions provided by the customer organisation.

1. Relationship with the Customer Agreement

MOSAICO is a B2B industrial service. Access to MOSAICO is provided under a commercial agreement, order form, offer, subscription, licence, project agreement or other written agreement between Digita SRL and the relevant customer organisation.

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

- (a) these Mobile Application Terms;
- (b) the MOSAICO Terms and Conditions applicable to the Service;
- (c) the applicable agreement between Digita SRL and the customer organisation;
- (d) any applicable Order Form, technical documentation, project documentation or service documentation;
- (e) any internal rules, policies, safety instructions, IT/OT policies or operational procedures provided by the customer organisation.

In case of conflict, the agreement between Digita SRL and the customer organisation shall prevail with respect to the customer's use of MOSAICO, unless mandatory law provides otherwise.

2. No Consumer Offering

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

Downloading a MOSAICO mobile application from the Apple App Store or Google Play Store does not create a consumer subscription, consumer sale or direct consumer service contract with Digita SRL.

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

3. Authorised Use

You may use the MOSAICO mobile applications only if you are authorised by a customer organisation to access MOSAICO.

You must use the application only for the business, professional, industrial or operational purposes authorised by that customer organisation and in accordance with applicable law, these Terms, the MOSAICO Terms and Conditions, the customer agreement and any instructions provided by the customer organisation. You are responsible for keeping your credentials confidential and for preventing unauthorised access to your account, mobile device or application session.

You must promptly notify the customer organisation, and where appropriate Digita SRL, of any suspected unauthorised access, loss of device, credential compromise, misuse or security incident affecting your use of the mobile application.

4. Mobile Applications

The MOSAICO mobile applications may include, among others:

- (a) Mi-Report, for automatic and manual reports relating to production, performance, events and operational history;
- (b) Mi-Live, for live data, trends, alarms and events available on mobile devices;
- (c) Mi-Add, for mobile feedback from operators and field users;
- (d) Mi-Core, for KPI monitoring, plant availability, energy and fuel optimisation, quality and efficiency control;

- (e) Mi-Tag, for QR code equipment information, Digital Product Passport and field technical data;
- (f) Thunder & Sfera, for notifications, events, alarms, predictive indicators or other attention-management functionalities.

The exact applications, modules, functionalities, data, dashboards, reports, notifications and permissions available to you depend on the configuration chosen by the customer organisation and on the applicable Order Form or customer agreement.

5. Industrial Use and operational responsibility

MOSAICO mobile applications are designed to support operational visibility, reporting, monitoring, awareness, collaboration and access to industrial information.

They do not replace professional judgment, qualified technical assessment, human supervision, certified safety systems, mandatory plant controls, emergency procedures, cybersecurity procedures, regulatory checks or internal operational procedures.

You must verify relevant information before relying on dashboards, reports, alarms, notifications, events, KPIs, operator feedback, QR code equipment pages or any other operational information made available through the mobile applications.

Where MOSAICO enables commands, plant interactions, changes to operating states, parameter changes or other interactions with plant systems, such functionalities may only be used within the authorisation levels, technical scope, safety procedures and instructions defined by the customer organisation and the applicable customer agreement.

You must not use the mobile applications to send commands, trigger actions, change parameters or interact with plant systems unless you are expressly authorised to do so by the customer organisation.

6. Restrictions

You must not:

- (a) use MOSAICO for unlawful, harmful, misleading, abusive, discriminatory, infringing, privacy-invasive, unsafe or unauthorised purposes;
- (b) access plant data, reports, dashboards, equipment pages, notifications, alarms, events or operational information unless you are authorised to do so;
- (c) submit operator feedback, notes, reports, images, data or technical information unless you are authorised to do so and the information is accurate to the best of your knowledge;
- (d) use MOSAICO in a way that violates third-party rights, confidentiality obligations, data protection laws, safety requirements, cybersecurity requirements or the instructions of the customer organisation;
- (e) attempt to reverse engineer, decompile, disassemble or discover the source code, algorithms, security mechanisms, workflows, APIs, database structures or underlying components of MOSAICO;
- (f) bypass, disable or interfere with security, access control, monitoring, logging, authentication, authorisation or technical restrictions;
- (g) share your credentials or allow unauthorised persons to access MOSAICO;
- (h) use MOSAICO to develop, train, benchmark, test or improve any competing industrial platform, monitoring system, reporting system, mobile application, digital workspace or software service;
- (i) use the mobile applications to compromise, disrupt, overload, manipulate or interfere with MOSAICO, Mi-BOX, plant systems, networks, PLCs, SCADA, HMI, databases, sensors, machines, dashboards, reports or other connected systems;
- (j) upload or transmit malware, malicious code, unlawful content, confidential information that you are not authorised to disclose, or special categories of personal data unless expressly authorised by the customer organisation and permitted under applicable law.

7. Data, reports, notifications and operational outputs

MOSAICO may allow you to view, submit, access or receive Industrial Data, reports, dashboards, alarms, events, notifications, QR code equipment information, operator feedback, maintenance information, technical data, operational history and other outputs generated or made available through the Service.

The customer organisation is responsible for the plant data, user permissions, configuration, access rules, dashboards, reports, notifications, thresholds, workflows and operational information made available through MOSAICO.

Operational outputs, dashboards, alarms, events, reports, notifications or predictive information may be incomplete, delayed, inaccurate, outdated or unsuitable for a specific operational purpose.

You must verify operational outputs before relying on them, especially in production, safety-related, maintenance, environmental, cybersecurity, legal, regulatory, tax incentive, certification or other sensitive contexts.

You must not represent that any operational output, notification, report or recommendation was produced, reviewed or approved by Digita SRL, the customer organisation, an engineer, a certifier or another professional unless that is true.

8. Privacy and data protection

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

The customer organisation is generally responsible for determining the purposes and means of processing personal data through MOSAICO, including personal data relating to authorised users, operators, technicians, employees, contractors and other individuals whose data may appear in reports, logs, feedback, access records or operational data.

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

You should refer to the MOSAICO Privacy Policy and, where applicable, to the privacy notice provided by your customer organisation.

9. Suspension and Termination

Digita SRL may suspend or restrict access to the mobile application or to MOSAICO if:

- (a) required by law;
- (b) requested or instructed by the customer organisation;
- (c) your use violates these Terms, the MOSAICO Terms and Conditions, the customer agreement, the applicable Order Form, customer instructions or applicable law;
- (d) your use creates or may create a security, legal, technical, operational, safety, cybersecurity or reputational risk;
- (e) unauthorised access, abuse, misuse, credential compromise, unsafe use or security incident is suspected;
- (f) continued access may compromise MOSAICO, Mi-BOX, plant systems, Customer Data, Industrial Data, personal data, networks, infrastructure or other users.

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

10. Mobile Application Licence

Subject to your compliance with these Terms, Digita SRL grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to download, install and use the MOSAICO mobile applications on compatible devices that you own or control, solely for authorised use of MOSAICO. You are responsible for any mobile data charges, internet fees, roaming charges, device costs or other third-party costs arising from your use of the mobile applications.

You must ensure that your device is kept secure, updated and protected against unauthorised access, malware, loss or misuse.

11. Updates and Compatibility

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

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

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

Failure to install required updates may limit or prevent your access to the mobile applications or to certain MOSAICO functionalities.

12. Apple App Store Terms

If you download a MOSAICO mobile application from the Apple App Store, you acknowledge that:

- (a) these Terms are between you and Digita SRL only, and not with Apple;
- (b) Apple is not responsible for MOSAICO or its content;
- (c) Apple has no obligation to provide maintenance or support for MOSAICO;

- (d) Apple is not responsible for claims relating to MOSAICO, including product liability, regulatory, consumer protection, privacy or intellectual property claims;
- (e) Apple and its subsidiaries are third-party beneficiaries of this section and may enforce it against you as required by Apple's applicable terms;
- (f) your use of the app must comply with Apple's applicable App Store and Apple Media Services terms.

13. Google Play Terms

If you download a MOSAICO mobile application from Google Play Store, you acknowledge that:

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

14. Payments and Subscriptions

MOSAICO services, subscriptions, licences, hardware, Mi-BOX components, modules, maintenance, support and related services are generally purchased by the customer organisation under the applicable commercial agreement, Order Form, offer or project agreement.

The mobile applications do not create a separate consumer subscription, consumer sale or consumer contract with Digita SRL.

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

15. Intellectual Property

Digita SRL owns and retains all rights in MOSAICO, the mobile applications, software, interfaces, workflows, systems, dashboards, reports, documentation, trademarks, know-how, technical architecture and related intellectual property.

No rights are granted except the limited right to use the mobile applications in accordance with these Terms. You must not copy, modify, adapt, translate, distribute, resell, sublicense, reverse engineer, decompile, disassemble or otherwise exploit the mobile applications or any MOSAICO component except as expressly permitted by these Terms or mandatory law.

16. Liability

To the maximum extent permitted by applicable law, Digita SRL is not liable to authorised users for indirect, incidental, special, consequential or punitive damages, loss of data, loss of profits, business interruption, production interruption, plant downtime, loss of industrial availability, loss of operational continuity, safety incidents, cybersecurity incidents or loss caused by reliance on dashboards, reports, alarms, events, notifications, operational outputs or mobile application information.

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

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

17. Changes to These Terms

Digita SRL may update these Terms from time to time, including to reflect changes to MOSAICO, mobile app functionality, app store requirements, security needs, legal requirements, customer configurations, industrial use cases or business operations.

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

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

18. Governing Law

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

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

19. Contact

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

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