

TERMS AND CONDITIONS

These “Terms and Conditions” govern the use of this website (“site”), so we recommend that you read them before continuing your visit/review.

If you do not agree with these Terms and Conditions, you must not use this website.

1. General Information

The owner of this website is **L.C.S.D – Associação Data CoLAB – Laboratório Colaborativo para Serviços de Inovação Orientados para os Dados**, NIPC 516 540 068, headquartered at Avenida de Cabo Verde, Lote 1, 4900-568 Viana do Castelo, hereinafter also referred to as **Data CoLAB**.

Throughout this site, the terms “we”, “us”, “our”, “Owner Entity” and “Owner” refer to the aforementioned entity (Data CoLAB).

2. Acceptance of These “Terms and Conditions”

2.1. The Owner provides the User with the website and all the information, tools and services available upon full acceptance of these Terms and Conditions, as well as all the policies and notices contained herein.

2.2. By accessing any part of the website, you are using our “Services” and therefore accept these Terms and Conditions and the Policies that apply to all Users. Otherwise, you should not continue to use the website or any related services.

2.3. These Terms and Conditions and the Privacy Policy constitute a contract between the User and the Entity Owner and apply to the use of the website.

2.4. As a User, you may read all Policies at any time by using the link available at the bottom of the website.

2.5. This website is operated and controlled by the Owner, as identified in item 1 above, from its facilities located in Portugal. Anyone who accesses or uses these services from other countries does so at their own risk and is solely responsible for complying with applicable legislation.

3. Your conduct

3.1. The User must use this website responsibly and always act in good faith.

3.2. The User undertakes to:

- a) Not engage in conduct contrary to the law, such as those that violate the rights of others and harm the good name, image, reputation, or prestige of any persons or entities, including Data CoLAB and other users;
- b) Not design or use any technological tools or software, whether by computer programming or the use of pre-existing software, intended or capable of interrupting, destroying, limiting functionality, or exploiting any IT vulnerability of the site, equipment, or systems;
- c) Not compromise the continuity, integrity, and quality of the contents and features provided, nor interfere with the rights and/or abilities of other Users to access this website;
- d) If you detect any defect, error, or anomaly on the website, you agree to immediately report its existence to Data CoLAB and not to attempt to access commercial information or other users' personal data, alter the characteristics of the website, or in any other way exploit the defect, error, or anomaly to use the website in an irregular, illegal, or manner other than that intended by Data CoLAB.

3.3. Any violation by the User of the obligations in this Clause may result in liability under applicable law for any damage caused to Data CoLAB and/or third parties.

4. Prohibitions

- 4.1. It is expressly prohibited to use this website for the purpose of making available or sharing illegal content.
- 4.2. The User may not use this website or its content for purposes and/or conditions other than those permitted in these “Terms and Conditions”.
- 4.3. The publication on this website of any information or content belonging to third parties, or over which the User does not hold the respective intellectual property rights (such as, for example, content protected by copyright, industrial property), or content containing the Personal Data of third parties, is not permitted.
- 4.4. It is strictly forbidden to use the website to provide or transfer any material, files, or programs that may interrupt, destroy, or limit the functionality of the site or any equipment.
- 4.5. The introduction of viruses, Trojan horses, worms, or other malicious software into this website that may harm the services is prohibited.
- 4.6. Unauthorized access to the website, the server on which it is hosted, or any server, computer, or database connected to the website is prohibited.
- 4.7. Any practice by the User that renders the website inaccessible or inoperable is prohibited.
- 4.8. The use, reproduction, display, or publication of any logos/brands available on the website, as well as those of third parties, without permission, is expressly prohibited.
- 4.9. Violation of the provisions of this clause constitutes a legally punishable offense and will cause various damages to the Owner. The User hereby undertakes to compensate the Entity Owner for any direct or indirect damages resulting from such violation.

4.10. If the Entity Owner detects any illegal activity by the User, it will immediately report the incident to the competent authorities and will cooperate with those entities, providing them with all the information necessary for that purpose.

5. External sites

5.1. These “Terms and Conditions” apply only to this website and not to any external sites whose links may be provided with our content or information. Such links are provided solely to facilitate access to additional information for the User’s convenience.

5.2. The inclusion on the website of third-party content and links does not imply acceptance by the Entity Owner of such content or any association with its owners. Nor does it mean that the Entity Owner has any rights over the contents available on those sites.

5.3. The Entity Owner cannot be held liable for any errors, outdated information, losses, or damages resulting from access to or use of external sites or applications, as it has no control over them.

5.4. Users and/or third parties are solely responsible for accessing and using any third-party websites. We recommend that, before visiting such sites, you read their respective Terms and Conditions as well as their Policies and Notices.

6. Intellectual Property

6.1. The User acknowledges that the website and its contents are the property of the Entity Owner or that the respective rights have been duly licensed or assigned to Data CoLAB. The User also acknowledges that this website may contain images or other materials whose copyrights or intellectual property rights belong to third parties, such as suppliers or entities contributing to its creation or maintenance (e.g., stock images).

6.2. This website and its contents are protected by Intellectual Property Rights (Copyright, Industrial Property, and other related rights), personality rights (such as image rights), and applicable legislation, and the User is required to respect them.

6.3. The User is not authorized to transmit, publish, modify, copy, sell, use, or distribute in any form the texts, images, or other information contained on this site without prior written authorization from Data CoLAB.

6.4. Nothing on this website shall be interpreted as granting any license or other authorization of use or ownership to Users.

6.5. The User may not remove, hide, or alter any copyright or other intellectual property notices displayed on this website.

6.6. The User is responsible for any misuse of the website and any violation of these Terms and Conditions.

7. Content Updates

- 7.1. MyDigiFile is a platform for the automatic processing and interpretation of invoices and financial documents.
- 7.2. The platform may provide information that is merely indicative and may contain errors or inaccuracies.
- 7.3. The Owner will make every effort to provide up-to-date information on this website (with the date of the latest version).
- 7.4. The most recent versions of the content made available replace all previous versions.
- 7.5. The User is responsible for checking the date of the respective content. The Owner is not responsible for the use of outdated content by the User.
- 7.6. The Owner disclaims any liability for any direct, indirect, and/or incidental damages resulting from the use or inability to use the materials contained on this website and does not control or is responsible for any illegal, offensive, or defamatory conduct of its Users.

8. Website Availability

- 8.1. Data CoLAB reserves the right to interrupt or suspend access to the website, without prior notice, for any technical, administrative, force majeure, or other reasons.
- 8.2. The Owner also reserves the right to update, correct, suspend, remove, discontinue, or modify all or part of the website and/or its content at any time without prior notice. Nevertheless, Data CoLAB will seek to avoid prolonged interruptions, for example, for repairs, maintenance, or updates.
- 8.3. The Owner cannot be held liable for any suspension or interruption of access to the website.

9. Forms

- 9.1. When filling out the forms on this website, namely, to subscribe to our newsletter and register as a user, the User must respond truthfully and completely, providing all the information requested.
- 9.2. Data CoLAB is not responsible for the content that may be made available in the forms, nor for any damages arising from incorrect information provided by the User.
- 9.3. When filling out forms, the User must refrain from entering Personal Data of third parties who are not duly informed of the terms of Personal Data processing and/or who have not given their consent for this purpose, as provided for in our Privacy Policy/Personal Data Protection Policy.
- 9.4. In cases of registration, the User is responsible for the safekeeping and correct use of their credentials, which allow access to the reserved area of the services. In these circumstances, the User will be responsible for creating their username and password. The User may not choose a username belonging to a third party with the intention of using their identity.

- 9.5. The User must ensure the confidentiality of their password and must not share it with third parties.
- 9.6. The User is responsible for the safekeeping and correct use of their personal information, as well as for any damage or loss caused to Data CoLAB or third parties resulting from the incorrect use, loss, or theft of personal information.
- 9.7. The User is solely and exclusively responsible for any actions performed through their user account, either directly or through third parties authorized by them. Data CoLAB may revoke the license, at its discretion and at any time, if any abusive, fraudulent, or illegal act is identified.

10. Personal Data

- 10.1. The Privacy and Data Protection Policy available at www.mydigifile.ai informs Users of the general rules governing the processing of their Personal Data.
- 10.2. Personal Data is collected and processed in strict compliance with applicable data protection legislation, namely Regulation (EU) 2016/679 (GDPR) and Law No. 58/2019 of 8 August.
- 10.3. For more information, please refer to our Privacy and Data Protection Policy available at www.mydigifile.ai.
- 10.4. If, while browsing this website, the User has access to any Personal Data, they must not process it without Data CoLAB or the persons concerned being duly informed of such intention and consenting to the processing.

11. Processing of Personal Data

- 11.1. Data CoLAB is responsible for the processing of personal data collected through mydigifile - see the privacy and personal data protection policy.
- 11.2. Personal data is processed confidentially, with the respective purposes, legal bases, and retention periods described in the privacy and personal data protection policy.
- 11.3. The service provided by Data CoLAB uses AWS infrastructure, which is certified under ISO 27001 and ISO 27701 standards, ensuring high standards of information security and personal data protection.
- 11.4. Data CoLAB has subscribed to AWS services under an adhesion contract.
- 11.5. AWS acts as a data processor, while Data CoLAB maintains its role as data controller.
- 11.6. The use of services such as CloudFront or Load Balancers is subject to AWS's geographic location policy, which may result in some servers being located outside the EU.
- 11.7. Due to the reason mentioned in the previous point, some personal data (such as the user's IP address) may be stored or processed outside the European Union. In such cases, the provisions of item 9 of the privacy and personal data protection policy shall apply.
- 11.8. AWS's privacy policy ensures the proper processing of personal data, whether processed/stored within or outside the European Union, since the same level of security, protection, and operational rules is always implemented, regardless of the country where the data

is located. If you wish to consult more information regarding AWS's privacy policy (third-party website), you may access their website: <https://aws.amazon.com/privacy>.

11.9. Data CoLAB only shares personal data with third parties when strictly necessary - see item 7 of the Privacy and Personal Data Protection Policy.

12. Governing Law and Jurisdiction

12.1. Portuguese law shall apply to all matters not provided for in these Terms and Conditions or in case of interpretative difficulty.

12.2. Any disputes arising under these Terms and Conditions shall preferably be resolved amicably between the Parties.

12.3. If amicable resolution is not possible, and without prejudice to any mandatory legal provisions, jurisdiction shall lie with the courts of the district corresponding to the Entity Owner's registered office, with express waiver of any other.

13. Severability

13.1. If any clause or provision of these Terms and Conditions is deemed illegal, null, or ineffective, it shall be removed.

13.2. The determination of illegality, nullity, or ineffectiveness of any clause shall not affect the validity and enforceability of any other provisions contained in these "Terms and Conditions".

14. Amendments to These Terms and Conditions

14.1. We reserve the right to update or amend these Terms and Conditions whenever necessary.

14.2. It is the User's responsibility to read and review the Terms and Conditions of Use whenever accessing the website, to be aware of any changes made, as they may affect their rights.

14.3. If you do not accept the new version of the Terms and Conditions, you must cease accessing and using the website.

14.4. The latest version of the Terms and Conditions of Use replaces all previous versions.

14.5. The date of the latest update to this document will be displayed at the end of this page.

15. Contact Information

15.1. Any communication or questions regarding these Terms and Conditions must be sent in writing, in Portuguese, to the following email address: suporte@mydigifile.ai

Date of last version: November 19, 2025

