Donna Essential Subscription Terms and Conditions

MUR 5,000 per lawyer per month excluding VAT where lawfully chargeable

Version 1 dated 8 October 2026 Applies from your electronic acceptance and our application confirmation

These Terms form the subscription agreement between you and the Provider for Donna Essential. Please read them before accepting. They explain your plan, monthly renewal, cancellation, professional responsibilities and how your data is protected. You can save a copy for future reference.

1 Who we are and who may subscribe

1.1 Donna is provided by OBSIDIAN SOLUTIONS LTD, a company incorporated in Mauritius, BRN C26230948, with registered office at Market Lane, L'Agrément, Saint Pierre, Mauritius (we, us or Provider). Contact: director@lumetryx.mu.

1.2 You means the individual subscribing for professional use or the organisation identified during registration. If you accept for an organisation, you represent that you have authority to bind it. Each paid seat is for one identified lawyer or approved legal professional (Authorised User). You must be at least 18, legally capable of contracting and eligible to use Donna for legal professional purposes. We may verify eligibility and refuse an application reasonably.

1.3 These Terms cover Donna's website, legal research, drafting, practice workspace, connector and related subscription services. Business Day means a day other than a Saturday, Sunday or public holiday in Mauritius. Customer Data means your inputs, uploaded documents, prompts, workspace records and outputs stored for you.

2 Acceptance and formation of the agreement

2.1 Before subscribing, you must be given access to these Terms and the subscription summary, including the plan, price, billing frequency, taxes and renewal arrangements. By selecting an unticked acceptance checkbox and submitting your application or subscription order, you expressly agree to these Terms and consent to electronic contracting. A handwritten signature or separately signed licence agreement is not required.

2.2 The agreement takes effect when we confirm acceptance of your application electronically. Paid access starts on the activation date stated in our confirmation, after eligibility verification and receipt of the required payment. We aim to verify applications within 24 hours; this is a target rather than guaranteed approval. No paid subscription or renewal charge arises merely from browsing the website.

2.3 We will provide a downloadable or emailed copy of the accepted Terms and subscription confirmation. Your acceptance record, account identity, date and time, plan and accepted version may be retained as evidence, subject to applicable data-protection law. Electronic acceptance does not displace mandatory legal requirements or rights.

2.4 These Terms and your confirmed subscription summary constitute the agreement. A separately signed agreement with us prevails to the extent of a conflict; accepting these Terms does not silently replace an existing signed contract. The summary may specify seats, activation date and a promotional price, but other departures require our express written agreement.

3 Monthly credit allowance

3.1 The Essential plan costs MUR 5,000 per Authorised User per month, excluding VAT where lawfully chargeable. It includes a total of 400 credits per paid monthly billing period.

4 Credit renewal and top ups

4.1 The 400 included credits renew at the start of each paid monthly billing period. Unused included credits expire at its end and do not roll over.

4.2 You may purchase 100 additional credits for MUR 1,250, excluding VAT where lawfully chargeable. There are no automatic top-ups. Paid top-up credits remain valid for 12 months from purchase while the subscription is active. Included credits are used first, then paid credits in earliest-expiry order.

5 Fees billing and changes of plan

5.1 Each subscription covers one monthly billing period, starting on activation and ending immediately before the corresponding date and time in the following month, as shown in your confirmation in Mauritius time. Where the corresponding day does not exist, the final day of that month applies. Fees are payable per Authorised User in Mauritian rupees, in cleared funds before activation and by the start of each renewal period, exclusive of VAT where lawfully chargeable.

5.2 This is a month-to-month subscription with no annual commitment, fixed multi-month term or minimum number of renewals. Each renewal is for one month only and is subject to payment under clause 5.4. We may debit an approved payment method at renewal only if you expressly authorise recurring payment. Otherwise you must pay using an accepted method. Keep your billing details current.

5.3 You are not charged for a top-up, additional seat or upgrade unless you expressly order it and its price is shown before confirmation. An upgrade or downgrade normally takes effect on the next renewal date. An earlier change requires an expressly accepted quotation stating any additional charge and treatment of remaining credits. There is no automatic upgrade when credits run out.

5.4 If full payment is not received by the renewal deadline, access is automatically suspended immediately, without a grace period or further notice. Initiating a bank transfer is not receipt of cleared funds. No new paid billing period starts and no subscription fees accrue for the unpaid suspended period. Once payment is received, access resumes for a new one-month billing period starting on reactivation, with a new renewal date. You may cancel while suspended without owing future renewal fees. If timely payment was wrongly treated as unpaid, we will promptly correct the error and restore access.

5.5 Payments for an activated billing period and purchased top-ups are non-refundable except as provided in these Terms or required by law. This does not remove refunds for our material breach, applicable service credits or statutory remedies. We will notify fee increases at least 30 calendar days before they apply, only from a future renewal; you may cancel before that renewal without a further commitment.

6 Cancellation suspension and termination

6.1 You may cancel renewal at any time through an available account function or by emailing director@lumetryx.mu from your registered address. There is no minimum notice period. Cancellation received before the next renewal deadline prevents that renewal; access continues until the current paid month ends. Cancellation after a paid renewal takes effect at the end of that new month. You owe no fees

for subsequent months. We will acknowledge cancellation, but a timely cancellation remains valid even if acknowledgement is delayed.

6.2 Either party may terminate during a paid month for a material breach not remedied within seven calendar days of written notice. Termination may be immediate for an irremediable breach, fraud, serious security risk or where continued service would be unlawful. Either party may terminate if the other becomes insolvent or ceases business, to the extent permitted by law. These rights do not restrict your right to stop renewal under clause 6.1.

6.3 Non-payment suspends access under clause 5.4. We may also suspend access proportionately for prohibited use, security risks or legal requirements, notifying you and allowing a response where practicable. We may decline a further monthly renewal by notifying you before it is charged. If we discontinue service during a paid month without your breach, we will refund the unused portion of that month within 30 calendar days.

6.4 On termination, access ends and amounts already due remain payable. You owe no fees for future months. Cancelling renewal or ceasing use voluntarily does not refund the current paid month. If you terminate for our uncured material breach, we will refund the unused portion of that paid month and unused paid top-up credits within 30 calendar days. Express service credits and mandatory refund rights remain unaffected. Data export and retention are governed by clause 12.

7 Accounts licence and acceptable use

7.1 We grant a non-exclusive, non-transferable, non-sublicensable licence to use Donna during your active subscription for your professional legal work, including work for clients. Each seat belongs to one identified user. Organisations must purchase a separate seat for each person using Donna. You may request a genuine replacement user; seats must not rotate to permit shared use.

7.2 Keep credentials confidential, enable available security controls and notify us promptly of suspected compromise. You are responsible for users you authorise and for your own systems and uploads. This does not excuse our own security failures or liabilities.

7.3 You must not share or resell accounts; circumvent credits, safeguards or access controls; use bots or automated high-volume queries; scrape or bulk copy the underlying legal corpus; introduce malware; infringe rights; use Donna unlawfully; or reverse engineer the service except where the law permits an activity that cannot be restricted by contract. The authorised connector is permitted within its stated functionality; it does not authorise automated bulk extraction.

7.4 You must not use Donna’s proprietary software, non-public technical information or systematically extracted service content to build a competing platform. This does not prevent ordinary professional research, use of public legal authorities, independent development without protected material, or good-faith feedback to us or another provider.

8 AI outputs and professional responsibility

8.1 Donna is a legal research, drafting and practice assistance tool. It is not a law firm and does not provide professional legal advice or replace your judgment. AI outputs may be inaccurate, incomplete, outdated or non-unique, even where they contain citations or undergo source checking.

8.2 A suitably qualified professional must verify legislation, commencement and amendment dates, cases, quotations, jurisdiction, deadlines and applicability before relying on any answer or draft, advising a client or filing material. You remain responsible for professional advice, client obligations, filings, diary entries and financial records. Cause lists and hearing alerts assist your work and must be checked against official sources.

8.3 You must have the necessary authority and lawful basis for uploading information, including privileged material and personal data. We do not guarantee that uploading to Donna or an external AI preserves privilege in every circumstance. You must assess suitability under your professional duties. This clause does not exclude responsibility for our own breach of confidentiality or security obligations.

9 Availability maintenance and support

9.1 We commit to 98% availability during each paid monthly billing period, calculated as available eligible minutes divided by total eligible minutes, multiplied by 100. Exclusions are maintenance notified at least 48 hours ahead, force majeure, third-party failures despite reasonable mitigation, and interruptions caused by you or a lawful suspension. Scheduled maintenance is not separately refundable.

9.2 We will notify affected users within one hour of becoming aware of material downtime, acknowledge and investigate within six hours, and use reasonable efforts to restore service, targeting 12 hours. Restoration timing is not guaranteed.

9.3 Below 98%, we automatically credit the fee for the affected paid month multiplied by the percentage-point shortfall divided by 100. The credit is applied to your next paid month or refunded within 30 days if you do not renew. Credits are the sole monetary remedy for unavailability alone, subject to mandatory law. You may cancel the next renewal at any time under clause 6.1; no consecutive-month failure threshold applies.

9.4 Support: director@lumetryx.mu. Unlimited receives priority support and processing, without guaranteed immediate responses. Material reductions to paid features require your agreement or an equivalent remedy.

10 Your content intellectual property and connectors

10.1 You retain rights in your inputs and Customer Data. To the extent permitted by law and subject to underlying third-party rights, we assign to you any rights we hold in outputs generated for you. This does not promise copyright protection, exclusivity or ownership of public legislation, judgments or third-party material. We retain rights in Donna’s software, technology, branding and proprietary corpus organisation.

10.2 You authorise us to process Customer Data only to provide, maintain, secure and support Donna, follow your documented instructions and meet applicable legal obligations. We shall not use your documents, prompts or outputs to train or improve AI models without separate, express, per-request consent. Such consent may be withdrawn prospectively. We shall not use Customer Data for advertising or unrelated profiling.

10.3 You control whether to enable the connector and what data to transmit to an external service such as Claude or ChatGPT. External accounts, charges and provider terms are separate. Data intentionally sent to an external provider is subject to that provider’s processing arrangements; our no-training promise does not bind a provider you independently select. Review its settings and your professional duties before enabling transmission. We remain responsible for our own connector and our appointed subprocessors.

11 Confidentiality data processing and security

11.1 Each party shall keep the other's non-public information confidential, use it only for this agreement and disclose it only to persons who need access and are bound by confidentiality, or as legally required. Public, previously lawfully known, independently developed or lawfully received unrestricted information is excluded. Required disclosure shall be limited, with advance notice where legally permitted.

11.2 You generally act as controller of workspace personal data; we act as processor on your instructions to provide, secure and support Donna. Processing covers uploaded files, prompts, outputs, matters and contact records, including sensitive information about users, clients and persons in legal matters, for the subscription and retention periods. We act as controller for account administration and billing. We shall comply with the Data Protection Act 2017, protect data with appropriate safeguards, restrict access, reasonably assist your compliance and implement legally required safeguards for international transfers. No Customer Data shall be used for advertising, unrelated profiling or AI training without separate express consent under clause 10.2.

11.3 We shall disclose and obtain your approval of subprocessors and processing locations before processing your data, bind them to appropriate protection and remain responsible for their acts under clause 13. New or replacement subprocessors require 30 days' notice; you may object on reasonable data-protection grounds within 15 Business Days, otherwise approval is deemed given. We will seek an alternative without using the disputed provider for your data; if none is workable, you may terminate with a refund of prepaid unused fees. We shall notify you of a personal data breach without undue delay, where practicable within 24 hours, and provide available details and remediation updates.

11.4 Confidentiality and non-use duties for Customer Data, privileged information and trade secrets continue while legally protected or confidential; other confidentiality duties survive for five years. Nothing limits mandatory data-protection duties or a regulator's powers.

11.5 Protection and encryption of your data. We shall protect all Customer Data under our control, including your uploaded documents, client and matter records, prompts, conversations and stored outputs, using encryption in transit and at rest, secure access controls and appropriate technical and organisational safeguards. Access is restricted to authorised persons where necessary for the purposes permitted by these Terms. Your data remains yours. These safeguards also apply to retained copies and backups. Encryption does not mean that data is encrypted while being processed or guarantee that any system is completely immune from security incidents. Data you choose to send to an independent external service remains subject to clause 10.3.

12 Export retention and deletion

12.1 You may export available Customer Data during your subscription and request export for 60 calendar days after termination, subject to identity verification and lawful restrictions. We will provide a reasonable means of extraction in accessible formats appropriate to the data, such as Word, PDF, CSV or ZIP. We shall not intentionally withhold your own data solely as leverage in a payment or other dispute.

12.2 Chat logs and transcripts may be exported using available account functions. Where encryption prevents us accessing or decrypting them, we cannot separately retrieve or compile them for you. Export such material before access ends; within the retention period, we will reasonably facilitate available export functionality where technically possible. Full paid service access does not continue for 60 days merely

because data is retained.

12.3 After 60 days, we will delete or render inaccessible Customer Data in active systems, except where retention is legally required or necessary for legal claims. Encrypted backup copies shall be deleted or overwritten within 180 days after termination unless law requires longer retention. Retained copies remain protected and are not used operationally except for disaster recovery, security or lawful compliance. You should maintain independent copies of important files.

13 Liability and allocation of risk

13.1 Donna and its outputs are provided as is and as available, subject to our express commitments and mandatory law. We do not warrant that outputs are accurate, complete, current or suitable for your matter. You must independently verify them under clause 8.

13.2 Neither party shall be liable to the other for indirect, consequential, special or incidental losses, lost profits, business, reputation or anticipated savings, to the extent permitted by law. Recoverable direct loss involving Customer Data remains subject to clause 13.3.

13.3 Each party’s total aggregate liability arising out of or relating to these Terms or Donna, whether in contract, delict or otherwise, shall not exceed the total fees actually paid by you under this subscription from its commencement up to the event giving rise to the claim. The cap therefore increases with the paid months of your subscription, rather than being limited to one month. It is a single aggregate cap, not a separate cap per claim or incident, and applies to confidentiality, security, data-protection and subprocessor claims only where legally permitted.

13.4 Neither party may rely on these exclusions or the cap for fraud, fraudulent misrepresentation, gross negligence, wilful misconduct, death or personal injury caused by negligence, or liability that cannot lawfully be excluded or limited. Accrued fees, express refunds and service credits remain payable independently of the cap.

14 Updates to these Terms

14.1 We may update these Terms for legal, security, operational or product reasons. We will notify you of material changes at least 30 calendar days before they take effect, provide the revised text and preserve access to the previously accepted version. Changes do not operate retrospectively or rewrite accrued rights.

14.2 A material change to charges, usage entitlements, data-use permissions or dispute resolution requires affirmative electronic acceptance before the affected renewal. If you decline, the existing Terms apply until your current paid period ends and renewal may be discontinued with a refund of any unused prepayment. Consent to AI training is always separate. Other notified changes may apply prospectively at renewal if you continue after the effective date, subject to any mandatory requirement for express consent.

14.3 Changes strictly required by law or urgently necessary for security may apply sooner only to the extent necessary. We will explain them promptly and preserve any cancellation, refund or other right required by law.

15 Notices disputes and general provisions

15.1 Send contractual notices and complaints to director@lumetryx.mu. We send notices to your registered account email; keep it current. Email notice is treated as received when no delivery-failure message is received and it is sent before 17:00 on a Business Day in Mauritius, otherwise on the next Business Day. Proven non-receipt may rebut this presumption. Routine account notices may also appear in Donna, but material contractual changes and termination notices will be emailed.

15.2 Mauritian law governs this agreement. The parties shall first attempt good-faith resolution of a notified dispute for 30 calendar days. An unresolved dispute shall be finally resolved under the MIAC Arbitration Rules by one arbitrator, with seat in Mauritius and language English. This does not prevent urgent interim court relief, regulatory complaints or any forum or remedy that mandatory law preserves. Arbitration or court costs are payable only as lawfully recoverable or awarded.

15.3 Neither party shall be liable for failure or delay caused by events beyond its reasonable control, provided it reasonably mitigates the effects and promptly notifies the other. This does not affect your right to cancel the next monthly renewal, accrued payment obligations, confidentiality, reasonable security measures or mandatory legal duties.

15.4 You may not assign the agreement without our written consent. We may transfer it as part of a genuine reorganisation or sale of Donna if the successor assumes our obligations and the transfer does not materially reduce your rights. We will notify you. No waiver arises from delay in enforcing a right. If a term is unenforceable, the remainder applies to the extent legally possible.

15.5 These Terms do not restrict mandatory statutory rights. Clauses concerning accrued payments, content rights, confidentiality, data processing while data remains held, export, liability and dispute resolution survive to the extent needed to give them effect. A privacy notice explains account-related processing; it cannot silently enlarge the data-use permissions in these Terms.