

Donna Trial Terms and Conditions

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Parties and acceptance

These terms are between OBSIDIAN SOLUTIONS LTD (we, us, our), a Mauritian company, BRN C26230948, registered at L'Agrement, Saint Pierre, Mauritius, and you, the invited user of Donna, or the organisation you are authorised to represent (you, your). You can contact us at chavi.surujbhali@lumetryx.mu or director@lumetryx.mu. By clicking Agree and continue, you accept these terms electronically and they become binding. Under sections 10 and 11 of the Electronic Transactions Act 2000 (Mauritius), a contract is not denied legal effect, validity or enforceability solely because an electronic record was used in its formation, and an electronic declaration of intent is equally valid. If you accept for an organisation, you confirm you have authority to do so. Each user must be individually authorised, and you must not share your credentials.

Your Trial Licence

We grant you a non-exclusive, non-transferable, non-sublicensable licence to access Donna through our interfaces only to evaluate and test it for a possible paid subscription. This licence may be revoked under the termination section. Your trial length is shown when you activate. It starts on your first access after you accept these terms. All features are available without Free tier allowances, but security, technical capacity and file limits still apply. Accepting these terms does not start a paid subscription and does not authorise any charge.

What You Must Not Do

You must not:

1. copy, modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works of Donna, except where law prohibits that restriction;
2. use Donna's knowledge, outputs, functionality or architecture to build, help build, replicate or imitate a competing product;
3. show or provide Donna to developers, engineers, programmers or technology professionals, or disclose its features, outputs, interface, performance, architecture or design, in each case with intent to copy, replicate, imitate or reproduce Donna or its functionality, or to help anyone else to do so;
4. capture or share screenshots, photographs, recordings or other reproductions of Donna with intent to copy, replicate, imitate or reproduce Donna or its functionality, or to help anyone else to do so;
5. share, transfer, lend, lease, sell, sublicense or distribute access to unauthorised people;
6. bypass access controls, security or usage metering; or
7. breach any law or professional conduct rule.

Ownership and Feedback

We keep all ownership and intellectual property rights in Donna, its updates and related materials. You receive only the trial licence. We may use feedback and improvement ideas you give us without payment. We must not disclose your confidential submitted materials.

Confidentiality

Confidential Information means Donna and its code, architecture, algorithms, data models, prompts, outputs, interface, functionality, documentation and trade secrets, and all information we disclose in connection with the trial, in any form. It does not include your submitted materials, which are your data and are dealt with under "Your Data and Training" below.

You must keep it strictly confidential and use it only for evaluation. You must not disclose, reproduce, summarise or share it with third parties except as required by law. You must use reasonable precautions and at least the care you use for comparable confidential information. These duties last five years after expiry or termination, and indefinitely for information that remains a trade secret.

We must keep your submitted documents, data, prompts, queries, files and other materials strictly confidential. We treat them with at least the same care we apply to our own confidential information, and we do not treat them as our Confidential Information. You must have the authority and rights to submit them.

Your Data and Training

Your submitted documents, data, prompts, queries, files and outputs are your data. They remain yours, they are held securely, and they are kept confidential.

We do not use your submitted materials to train, fine-tune, improve or develop Donna, its AI models or any other system, and we do not use them to train any third-party AI model.

We do not sell your data, and we do not disclose it except to service providers who help us operate Donna and who are bound by confidentiality duties, or where the law requires it.

Ending the Trial

These terms take effect when you accept them. Your licence ends automatically at the end of your trial shown at activation, unless we extend it. If you want to keep using Donna, you need an available plan or an extension we agree. Otherwise Donna will show you the trial-ended screen. Expiry alone does not authorise us to delete stored matters, clients or documents. Either party may end the trial by written notice. We may end it with or without cause. If you end it, you must stop using Donna. Clauses on use restrictions, ownership, confidentiality, liability limits and general terms continue to apply after the trial ends where they are relevant.

No Warranties and Use of Outputs

We warrant that we have the right to grant you this licence. Apart from that, Donna is provided for evaluation on an as-is and as-available basis. As far as the law allows, we disclaim all other warranties, whether express, implied or statutory, including merchantability, fitness for a particular purpose, title, non-infringement, accuracy, completeness, and uninterrupted or error-free operation. All outputs may be wrong or incomplete. You must verify sources, citations, legal conclusions and drafts before you rely on

them. You remain responsible for your own professional judgment and for your duties to clients, courts and regulators. You use Donna at your own risk.

Limits on Our Liability

As far as Mauritian law allows, we are not liable for indirect, special, incidental, consequential or punitive damages, including lost profits, lost data, lost business opportunities or lost anticipated savings, arising out of or in connection with these terms or your use of or inability to use Donna. This applies under any legal theory, even if we were advised of the possibility of such loss. Our total aggregate liability in connection with this trial agreement is limited to MUR 1,000. These exclusions and this limit apply only as far as applicable law allows.

General Terms

Mauritian law governs these terms. The courts of Mauritius have exclusive jurisdiction over any dispute connected with them. Send written notices to your account email, the provider contact shown in Donna, or another address we designate by written notice. These terms are the entire agreement for your trial, unless a separate written agreement expressly governs your organisation's trial. Any change requires written agreement, and electronic acceptance of an identified version records that change. If a provision is invalid or unenforceable, the rest of these terms remain in effect. If we delay or fail to exercise a right, that is not a waiver of it. You may not assign or transfer your rights or obligations without our prior written consent.

Acceptance

By clicking Agree and continue, you accept these terms. If you accept for an organisation, you confirm that you are authorised to do so. Each user must be individually authorised, and credentials must not be shared. For contact and support: chavi.surujbhali@lumetryx.mu or director@lumetryx.mu.