

End User License Agreement (EULA)

1. Definitions

The following definitions apply to this EULA:

- **FirstStep.ai:** FirstStep.ai Limited, a company incorporated in Mauritius.
- **Platform:** The FirstStep.ai online user portal available at platform.firststep.ai, including its associated features, functionality and services.
- **Software:** The FirstStep.ai software applications and components made available to the Customer under this EULA, including FirstStep One and any updates, upgrades or related software provided by FirstStep.ai.
- **Customer:** The individual, company or other organisation that accepts this EULA and is granted the right to access or use the Platform or Software.
- **User:** An individual who is authorised by the Customer to access or use the Platform or Software.
- **Services:** Collectively, the Platform, Software and any related services provided by FirstStep.ai under this EULA.

2. Acceptance and Parties

This End User Licence Agreement (EULA) is between FirstStep.ai Limited, of c/o Schindlers Trust Mauritius Limited, The Hybrid, 3rd Floor, 634 La Promenade, Telfair, Moka, Mauritius (FirstStep.ai, we, us), and the customer organisation or individual accepting it. By ticking the acceptance box and clicking "Send sign-in link" or "I Agree" on platform.firststep.ai, you agree to this EULA. If you accept for an organisation, you confirm that you have authority to bind it. If you do not agree, do not use the Platform or Software.

3. Licence

Subject to this EULA and payment of applicable fees, FirstStep.ai grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the subscription term to access and use the FirstStep.ai AI Workstation software, APIs, documentation and related services (Software) solely for Customer's internal business purposes and within the licence metrics in the applicable order form or subscription plan.

4. Restrictions

Customer must not, and must not permit any person to:

- copy, modify, reverse engineer, decompile, disassemble or create derivative works of the Software, except where mandatory law permits it;
- sell, rent, lease, sublicense, distribute or make the Software available to unauthorised third parties;
- circumvent security, authentication, licence limits or technical safeguards;
- use the Software unlawfully, to infringe rights, or to introduce malware; or
- remove proprietary notices or use the Software to build a competing product or service.

5. Customer Data and Privacy

5.1 Customer retains ownership of all data

Prompts, documents, content and other materials submitted to the Software (Customer Data), and grants FirstStep.ai a limited, non-exclusive right to process Customer Data solely to provide, secure, support and improve the Software. FirstStep.ai shall not use Customer Data to train any shared or third-party model without Customer's prior written consent.

5.2 Customer Data includes Personal Data

As defined in the [Data Protection Act 2017](#), "DPA 2017". The Data Processing Addendum at (DPA) is incorporated into and forms part of this EULA, binding on both parties from acceptance under Clause 1, and governs all processing of Personal Data by FirstStep.ai on Customer's behalf. Acceptance of this EULA constitutes acceptance of the DPA; in case of conflict on Personal Data processing, the DPA prevails. FirstStep.ai's handling of account, billing, support and security information as controller is governed by the Privacy Policy.

5.3 Customer Data is hosted in Mauritius.

FirstStep.ai shall not transfer Personal Data outside Mauritius except in compliance with [section 36](#) of the DPA 2017 (i.e., under proof of appropriate safeguards provided to the [Data Protection Commissioner](#), the data subject's explicit informed consent, or another ground permitted by section 36). FirstStep.ai shall maintain, and provide on request, a list of processing locations, sub-processors and applicable transfer safeguards, and shall promptly notify Customer of any inability to comply, whereupon Customer may suspend or terminate the affected processing.

6. Confidentiality

6.1 Receiving Party

Each party shall keep confidential the other party's non-public information disclosed in connection with this EULA (Confidential Information), which includes all Customer Data for Customer and the Software's non-public features and pricing for FirstStep.ai; shall use it only to perform under this EULA; and shall not disclose it except to personnel, advisers and sub-processors bound by equivalent obligations, for whose compliance the Receiving Party remains liable.

6.2 Confidential Information

It excludes information that is public without breach, previously known free of restriction, lawfully received from a third party, or independently developed. Disclosure required by law, court or regulator (including the [Data Protection Commissioner](#)) is permitted with, where lawful, prior notice to the disclosing party.

6.3 Clause Length

This Clause survives termination for five (5) years, and, for Personal Data, for as long as it is retained. DPA confidentiality obligations apply in addition to this Clause.

7. AI Output and Customer Responsibility

The Software may generate answers, summaries, code, recommendations, predictions or other output. Such output may be incomplete, inaccurate or unsuitable for a particular purpose. The customer is responsible for reviewing output before relying on it and for all decisions, actions and results arising from its use. The Software is not a substitute for professional advice, independent verification, safety controls or qualified human judgment.

8. Ownership

FirstStep.ai and its licensors retain all rights, title and interest in the Software, documentation, models, interfaces, trademarks and related intellectual property. Except for the limited licence expressly granted in this EULA, no rights are transferred to Customer. Customer retains rights in Customer Data.

9. Fees, Term and Suspension

Fees, licence metrics, subscription period and renewal terms are stated in the applicable order form or subscription plan. FirstStep.ai may suspend access where reasonably necessary for security, legal compliance, non-payment, or Customer's material breach of this EULA. This EULA begins on acceptance and continues until the relevant subscription ends or is terminated.

10. Warranty Disclaimer

FirstStep.ai will provide the Software with reasonable skill and care. Except for this express commitment and to the maximum extent permitted by law, the Software is provided "as available" and FirstStep.ai disclaims all other warranties, including implied warranties of merchantability, fitness for a particular purpose, non-infringement, uninterrupted availability, accuracy and error-free operation.

11. Liability

To the maximum extent permitted by law, neither party is liable for indirect, incidental, special or consequential loss, or loss of profits, revenue, goodwill, business opportunity or data. FirstStep.ai's total aggregate liability arising from or related to this EULA will not exceed the fees paid or payable by Customer for the affected Software in the 12 months before the event giving rise to liability. Nothing in this EULA excludes liability that cannot lawfully be excluded or limited, including fraud or fraudulent misrepresentation.

12. Termination

Either party may terminate this EULA for a material breach that is not cured within 30 days after written notice. On termination, the customer must stop using the software. FirstStep.ai will make Customer Data available for export for 30 days where technically feasible and subject to applicable law, the order form and any Data Processing Addendum.

13. Governing Law, Dispute Resolution and Changes

13.1 Governing law.

This EULA, including its arbitration agreement, is governed by the laws of the Republic of Mauritius.

13.2 Amicable resolution.

The parties shall first attempt in good faith to resolve any dispute arising out of or in connection with this EULA by written notice and negotiation between senior representatives within thirty (30) days.

13.3 Court carve-out.

Nothing in this Clause prevents either party from applying to the courts of Mauritius (or any court of competent jurisdiction) for interim, injunctive or conservatory relief, including to protect intellectual property or confidential information, or from enforcing an arbitral award.

13.4 Changes.

FirstStep.ai may update this EULA on reasonable prior notice. Material changes take effect only upon Customer's renewed acceptance before continued use; non-material changes take effect on the stated date. Continued use after renewed acceptance constitutes agreement to the updated EULA.

14. Contact

Legal notices: legal@firststep.ai. Privacy enquiries: legal@firststep.ai.

15. Electronic Acceptance Record

FirstStep.ai will retain an electronic record of acceptance, including the accepting account, organisation (where supplied), EULA version, document hash, date and time, IP address, user agent and checkbox status. The Electronic Transactions Act 2000 provides that a record or signature must not be denied legal effect, validity or enforceability solely because it is electronic. Acceptance-log information is handled under the Privacy Policy and applicable data-protection law.

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