

Terms of Service - Nyx AI

Last updated: 20 August 2026 **Version:** 1.33 **Applies to:** Nyx AI desktop application v1.4.x and later (distributed under the name "Nyxion" before version 1.5.438; both names refer to the same software and the same agreement)

About These Terms

These terms govern your use of Nyx AI, a local-first AI coding workspace desktop application. The agreement under these terms is formed when you select "Accept & continue" at first launch, after the application makes these terms, the Privacy Policy, and the End User Licence Agreement (EULA) available for you to open. If a later material update requires fresh acceptance, your agreement to that update is formed when you select "Accept & continue" again. Setup's separate "I accept" page accepts the EULA displayed there; it does not replace first-launch acceptance of these terms. If you do not agree, select "Decline & quit" and do not use Nyx AI.

If you obtained Nyx AI through the **Microsoft Store**, Microsoft's own terms also apply to that copy in addition to these terms, as described in section 1.1. The terms in this document are between you and us; Microsoft's terms are between you and Microsoft.

Nyx AI is provided by **NYX LIMITED** (a company registered in England and Wales, company no. 17261427, registered office 70 Clarkehouse Road, Sheffield, England, S10 2LJ) ("we", "us", "our"). Contact: customerservice@nyxlimited.com.

Nyx AI is provided free of charge under the **Nyx AI End User Licence Agreement (EULA) v2.9** (see [LICENSE](#)). It is proprietary, closed-source software. Use is limited to personal, non-commercial use of your own unmodified copy. Commercial use, redistribution, sublicensing, modification, and the creation or distribution of derivative works are not permitted without a separate written commercial licence. The licence preserves the limited rights that cannot be excluded by agreement under the Copyright, Designs and Patents Act 1988 (back-up copies, decompilation for interoperability, and observing, studying and testing), and contains a narrow good-faith security-research carve-out.

Nyx AI is beta software. It is functional, but features, compatibility, and documentation may change as the project stabilises.

1. What Nyx AI Is

Nyx AI is a local-first desktop application. Your code, files, chat history, settings, API keys, local indexes, audit logs, and generated outputs are stored on your machine by default. Some enabled, configured, or user-triggered features transmit relevant data over a network, and certain features make automatic requests once enabled or configured — including the default-enabled update check (section 9.1), scheduled tasks you create, background model helper calls, provider key and catalogue

checks, semantic embeddings, and vision handoffs. Section 8 and [privacy.md](#) describe each known path, its trigger, and your controls.

Nyx AI provides a chat interface, file management, shell access, document tooling, a live preview system, and model-provider integrations for software development. It can connect to:

- Local AI models, for example through Ollama on your machine
- Remote AI providers you configure, for example OpenAI, Anthropic, Ollama Cloud, or any OpenAI-compatible endpoint. These provider and model names are trademarks of their respective owners; Nyx AI is independent and not affiliated with, endorsed by, or partnered with any of them.
- User-enabled integrations, such as MCP servers, scheduled tasks, Google Drive integrations, web fetch/search tools, or plugins you install

Nyx AI does not operate user accounts, payment processing, telemetry, analytics, crash reporting, or a hosted backend.

1.1 How Nyx AI is distributed

Nyx AI supports **Windows 10 or 11 on x64 hardware**. It does not currently support 32-bit Windows, Windows on ARM, macOS, or Linux. Core local use does not require a Nyx AI account. Cloud models, web features, downloads, and integrations require internet access and compatible provider credentials or local software, and provider charges may apply. The Sandbox execution levels ("Sandbox + internet" / "Sandbox · no internet" — an AppContainer jail, previously called Locked execution) depend on a successful machine capability probe; Automatic mode falls back to Standard (Job Object) execution when the Sandbox cannot start, while an explicitly selected Sandbox level fails closed. During startup, before Automatic has selected a backend, screened commands may temporarily run on the always-on floor without an OS jail; the active-tier indicator is authoritative.

Nyx AI is available through the **Microsoft Store** and may also be made available as a **direct download** from a source we operate or designate. The public website, <https://nyxai.uk>, does not currently offer an app installer. The same EULA and these same terms apply to your copy whichever authorised channel you used. Visiting the website involves the hosting/security processing and, where configured and offered, optional waitlist or one-time support-payment processing described in [privacy.md](#); none of that is performed by the desktop application.

Microsoft Store installs. If you obtain Nyx AI through the Microsoft Store, it is distributed as an unpackaged Win32 application (an EXE installer — the Store's "EXE/MSI" Win32 app category), not as a Microsoft Store (MSIX) package. Your use of the Microsoft Store is governed by Microsoft's applicable terms, which form an agreement directly between you and Microsoft and are outside our control. These currently include:

- the **Microsoft Services Agreement** — <https://www.microsoft.com/en-us/servicesagreement>; and
- the **Microsoft Privacy Statement** — <https://privacy.microsoft.com/privacystatement>.

Nyx AI itself is licensed under the Nyx AI End User Licence Agreement ([LICENSE](#)) supplied with the application. Microsoft's Standard Application License Terms apply only where Microsoft treats no separate application licence terms as having been provided; Nyx AI supplies its own licence terms.

For Microsoft Store apps, Microsoft may collect install, usage, and crash analytics relating to the Store and the apps obtained through it. That collection is carried out by Microsoft under Microsoft's own terms and privacy statement, separately from Nyx AI. Nyx AI itself still sends no telemetry, analytics, or crash reports of its own (see section 8 and [privacy.md](#)). If Microsoft's terms conflict with these terms, Microsoft's terms govern your relationship with Microsoft for the Store and for obtaining the app through it, while these terms and the [LICENSE](#) continue to govern your use of Nyx AI itself.

Direct-download installs. Where you obtain Nyx AI as a direct download, your use is governed by these terms and the [LICENSE](#), and no Microsoft Store terms or Microsoft Store analytics apply. Standard operating-system and diagnostic behaviour from Windows itself may still apply, as it does for any installed Windows application.

You should obtain Nyx AI only from the Microsoft Store listing or a download source we operate or designate. We are not responsible for copies obtained from any other source, which may be altered, outdated, or unsafe.

2. Eligibility

You must be at least 18 years old to install or use Nyx AI and to accept these terms. We do not offer an under-18 or guardian-consent route. By accepting these terms, you confirm that you are 18 or older.

You are responsible for ensuring that your use of Nyx AI is lawful in your jurisdiction.

3. Your Responsibilities

3.1 Your code and data

You are responsible for:

- Your source code, project files, prompts, and outputs
- Reviewing, testing, and validating any code or content generated with Nyx AI
- Backing up your data
- The security of your machine, repositories, credentials, and development environment
- Ensuring you have the rights needed to process, share, or upload any content you use with Nyx AI

Nyx AI keeps brokered file edits inside the active workspace path boundary. AI-suggested shell and Python commands normally run through the selected Windows execution backend: the Sandbox levels use an AppContainer filesystem jail where supported, while Standard execution provides Job Object lifecycle/resource controls plus command/path screening and is **not** a filesystem jail. During startup, before Automatic has selected a backend, screened commands may temporarily run on the

always-on floor without an OS jail; the active-tier indicator is authoritative. Actions are screened according to their assessed risk and your selected approval mode. Ordinary model-issued high-risk and critical shell commands require native confirmation or are refused in every mode. Two bounded trusted flows do not ask again for every command: a Build flow you start may run screened scaffold or verification commands selected by Nyx AI, and enabled Auto-verify may run detected or pinned project typecheck/test/lint wrapper commands after edits — in a workspace you have trusted, or in any workspace while a Sandbox execution level is live. Auto-verify refuses wrapper commands classified blocked, high-risk, or critical; project scripts invoked by those wrappers run as trusted repository code and their bodies are not semantically screened by Nyx AI. Critical actions and designated sensitive categories (such as secret access, data export, external sharing, binary downloads, forced pushes, and privileged shell) require a fresh explicit one-shot approval, cannot reuse a saved/session grant, and cannot be silently approved in Bypass; except where an operation has its own native gate, that approval is shown through the renderer. The default mode asks for approval before other risky actions; Auto-accept skips lower-risk prompts while keeping these controls; and Bypass — an explicit, time-limited opt-in — also skips the remaining approval prompts, including flagged high-risk file operations, while command screening and the workspace path boundary still apply. These controls reduce risk but are **not a 100% guarantee** — no sandbox is perfectly secure. You remain responsible for reviewing what you approve and for keeping backups.

3.2 API keys and third-party services

Nyx AI connects to third-party services only when you configure or trigger them; once a feature is configured or enabled, it may then make automatic requests without a fresh per-request action — for example scheduled tasks you created, provider key and model-catalogue checks, background helper calls, and semantic embeddings (see section 8 and [privacy.md](#)). You are responsible for:

- Obtaining and managing your own API keys and credentials
- Costs, rate limits, account restrictions, and provider-side logging
- Complying with each provider's terms, privacy policy, and acceptable-use policy
- Deciding what project context, prompts, code, and files you send to those providers

Nyx AI stores supported API keys using the operating system's secure storage facilities (DPAPI, the Windows Data Protection API) when that facility is available. If secure storage is unavailable, a newly entered dedicated API key is kept for the current session only and is not written to disk. Nyx AI provides no mechanism for NYX LIMITED to access or recover API keys stored locally by the application. A key may nevertheless be disclosed if you deliberately include it in correspondence, diagnostics, or other information you send.

3.3 Acceptable use

You must not use Nyx AI to:

- Create, distribute, or facilitate malware, ransomware, viruses, credential theft, phishing, spam, or unauthorised access
- Attack, scan, or test systems without authorisation

- Facilitate or glamorise extreme or gratuitous real-world violence, human-rights violations, self-harm, the creation of illegal weapons, or the use of weapons to harm a person, animal, or property
- Create or distribute false or deceptive material presented as fact about a person, organisation, or matter of public concern where it is likely to cause harm, or defame, libel, or slander another person or organisation
- Create, request, distribute, or facilitate content that advocates discrimination, hatred, or violence based on race, ethnicity, national origin, language, sex or gender, age, disability, religion, sexual orientation, veteran status, or membership of another social group
- Facilitate or glamorise excessive or irresponsible use of alcohol or tobacco products, drugs, or weapons
- Create, request, distribute, or facilitate pornographic or sexually explicit material, sexual exploitation, or non-consensual intimate content
- Generate, distribute, or facilitate child sexual abuse or exploitation material, or sexualise, groom, sextort, traffic, prey upon, or otherwise exploit or abuse a child
- Target children with adult sexual themes, cyberbullying, or content that promotes harmful body or self-image practices
- Encourage, facilitate, or glamorise illegal real-world activity, including unlawful gambling
- Create or distribute content that a reasonable person would consider obscene
- Breach, for Microsoft Store copies, content restrictions that Microsoft lawfully requires to apply to applications distributed through the Store, to the extent those restrictions are made available to you and apply to your use
- Harass, threaten, dox, or abuse people
- Infringe intellectual property or other third-party rights
- Violate export controls, sanctions, or any applicable law
- Circumvent Nyx AI's licence restrictions, security controls, approval flows, or audit mechanisms. Using Nyx AI's documented settings and controls does not constitute circumvention, and this restriction does not prohibit activity permitted by the EULA's security-research provisions or by mandatory law

These restrictions do not prevent good-faith coding, education, journalism, research, historical or fictional discussion, accessibility or safety work, content moderation, compliance work, or authorised defensive-security testing where the material is reasonably necessary, responsibly framed, and does not itself facilitate, glamorise, advocate, or enable prohibited conduct. All use must still comply with applicable law, provider terms and, for Microsoft Store copies, applicable Microsoft Store policies.

Because Nyx AI is local-first, we may not have a technical ability to block an installed copy. A material breach may still lead to termination under section 10, end your right to use Nyx AI, and lead us to refuse support, updates, commercial licensing, or other dealings with you.

4. AI-Generated Output

4.1 No guarantee of accuracy

AI-generated output may be incorrect, incomplete, insecure, biased, unsuitable, or infringe third-party rights. You must independently review, test, and verify all output before relying on it, deploying it, executing it, publishing it, or using it in production.

AI output is not legal, financial, medical, tax, security, engineering, or other professional advice. You are responsible for decisions you make and for code or content you deploy, execute, publish, or otherwise use.

Nyx AI includes a report control for AI-generated responses. It prepares a minimal, privacy-sanitized report for your review, containing the reported response, your reason, the app version, and the active model name. Nyx AI does not send that report automatically; it opens an email draft (handled from that point by your registered email application or webmail service under its own terms) or lets you copy the report, and you decide whether to send it.

Reports you choose to send are reviewed, and we take appropriate action available to us according to the concern. This may include user guidance, product-instruction or guardrail changes, fixes or updates, or enforcement under these terms. Because Nyx AI runs locally and uses models or provider accounts you control, we cannot remotely delete output on your device or control a third-party model or provider account.

4.2 Rights in output

Nyx AI claims no ownership over code, text, files, or other content you create or generate using the application.

UK copyright law for AI-generated and computer-generated works remains a developing area. To the extent an output is capable of copyright protection, ownership and infringement risk may depend on the prompts, source material, model provider, licence terms, human contribution, and the specific use. Do not rely on AI-generated output for copyright-critical work without appropriate review.

4.3 Automated decision-making

Nyx AI does not make solely automated decisions about you that produce legal or similarly significant effects. The models you connect to generate code, text, or other output at your direction.

4.4 AI regulation

If you use Nyx AI output in a regulated sector or high-impact context, you are responsible for the laws and professional standards that apply to that use.

If you place Nyx AI, an AI-enabled product, or AI-generated output on the EU market or use it in the EEA, the EU Artificial Intelligence Act may be relevant. Nyx AI is not a general-purpose AI model provider, but obligations may still depend on how Nyx AI is supplied, configured, marketed, and used. You are responsible for your own deployer, provider, importer, distributor, employer, or professional obligations where they apply.

Nyx AI is not intended or supplied for high-risk automated decision-making, and you should not use it for that purpose unless we agree otherwise with you in writing.

5. Intellectual Property

Nyx AI itself, including the application, source code, branding, assets, and documentation, is proprietary software except for third-party components under their own licences. Intellectual property rights in Nyx AI are owned by or licensed to NYX LIMITED; third-party components remain the property of their respective owners. "Nyx AI" is used as a trademark of NYX LIMITED. The logo and other branding assets remain NYX LIMITED's copyright-protected property. The Software was formerly distributed under the name "Nyxion"; that name has been retired from new branding, but it is still carried by artifacts published before the rename, by existing folder names and file names, and by a transitional copy of each installer that we continue to publish under the former name so older versions' update links keep working. References to it in any of those materials refer to this same software.

You may use Nyx AI only as allowed by the [LICENSE](#). In particular, you may not:

- Use Nyx AI commercially without a separate written commercial licence
- Redistribute, sublicense, resell, mirror, host, or publish Nyx AI
- Modify or adapt Nyx AI, including your own local copy, except as the LICENSE expressly permits (the security-research carve-out and rights that cannot be excluded under the Copyright, Designs and Patents Act 1988)
- Create or distribute forks, ports, or derivative works
- Remove or alter copyright notices or branding
- Use the Nyx AI name, logo, or branding without permission
- Reverse engineer, decompile, or disassemble Nyx AI except where applicable law or the security-research carve-out permits it

Nyx AI includes open-source components under their own licences. See [third-party-licenses.md](#). Third-party licences govern those third-party components only and do not grant additional rights to Nyx AI itself.

6. Consumer Rights, Warranties, and Liability

6.1 Free beta software

Nyx AI is free beta software, provided free of charge. To the extent permitted by applicable law, it is supplied on an "as is" and "as available" basis. We do not promise that Nyx AI will be uninterrupted, error-free, secure, compatible with your system, or fit for any particular purpose. Nothing in this paragraph or the rest of this section excludes or reduces any statutory right or remedy that cannot lawfully be excluded or limited, or any responsibility we expressly accept in sections 6.3 and 6.4. The "AS IS" wording inside third-party open-source licence texts (for example MIT or Apache-2.0 — see [third-party-licenses.md](#)) is part of those upstream licences and is unaffected by this section.

Nothing in these terms excludes, restricts, or limits any statutory rights or remedies that cannot be excluded, restricted, or limited under applicable law, including the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Unfair Contract Terms Act 1977, or consumer protection law. In particular, nothing in these terms limits any remedy you may have if Nyx AI causes damage to your device or to other digital content and that damage would not have occurred had we exercised reasonable care and skill (section 46 of the Consumer Rights Act 2015).

6.2 Digital content and cancellation rights

Nyx AI is currently supplied free of charge. There are no paid subscriptions, renewals, refunds, or cancellation charges. The free edition may apply fair-use limits to some resource-intensive features (for example, a daily allowance of full-depth deep web searches); the app tells you when a limit applies.

NYX LIMITED reserves the right to introduce, remove, or change the usage limits that apply to Nyx AI in future versions of the application, including limits for particular features, editions, or resource-intensive services. The limits applicable to a version will be disclosed in that version or its accompanying release information. This does not affect statutory consumer rights or any rights that cannot lawfully be excluded or limited.

If paid digital content, subscriptions, or commercial services are introduced in the future, we will provide the required pre-contract information and cancellation/refund information before purchase. For digital content not supplied on a tangible medium, any loss of the 14-day cancellation right will require the legally required express consent and acknowledgement before supply begins.

6.3 Liability we do not exclude

Nothing in these terms excludes or limits liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Breach of statutory rights or remedies that cannot lawfully be excluded or limited
- Damage to your device or to other digital content caused by Nyx AI where we failed to exercise reasonable care and skill, to the extent section 46 of the Consumer Rights Act 2015 gives you a remedy
- Any other liability that cannot be excluded or limited under applicable law

6.4 Responsibility for loss

Subject to the liabilities that the law does not permit us to limit or exclude, we are responsible for loss or damage that is a reasonably foreseeable result of our breach of these terms or our failure to exercise reasonable care and skill.

We are not responsible for loss caused solely by third-party services, AI-generated output, use contrary to the documentation, or your failure to take reasonable backup and security precautions,

except to the extent our own breach or negligence caused or contributed to that loss. We are not responsible for loss that was not reasonably foreseeable when this agreement was formed.

7. Consumer Protection and Marketing

We aim to comply with UK consumer protection law, including the Digital Markets, Competition and Consumers Act 2024 where it applies. We do not:

- Mislead users about material features, prices, risks, or licence restrictions
- Hide unavoidable fees
- Use aggressive commercial practices
- Submit, commission, publish, or procure fake consumer reviews
- Present incentivised reviews without clear disclosure

Nyx AI currently has no paid features or subscriptions in the application itself. Where the website offers a one-time support payment, it is voluntary: it purchases no goods, services, licence, preferential treatment, or product access, and Stripe processes it as described in [privacy.md](#). If commercial licences or other purchases are later offered, separate purchase terms presented at the point of sale will cover the payment provider, price, product, cooling-off rights, cancellation, and refunds as applicable. Any future subscription requires separate terms covering renewal and reminder notices before it is offered.

8. Privacy and Data

Nyx AI is local-first and sends us no telemetry, analytics, crash reports, or usage metrics, and the application transmits no install or device identifier (a local-only install id and usage counter are stored on your machine and are never sent by Nyx AI). The personal data we receive is correspondence you choose to send us by email, limited update-check request metadata described in section 9.1, and — if you visit our website ([nyxai.uk](#)) — the website data described in [privacy.md](#): hosting/security request data; optional Pro-waitlist email and double-opt-in data; optional one-time support-payment data processed by Stripe; and Turnstile/rate-limit signals where forms and the shared store are configured. The website uses no analytics and currently offers no public app installer. The desktop application performs none of that website processing.

Data may leave your machine when you configure, trigger, or enable a third-party service, through the automatic update check described in section 9.1, or when you choose to send us an email/report draft from your own email application. Examples include prompts or image attachments sent to a configured remote AI/vision endpoint (with or without an API key), Google Drive integrations, web fetch/search requests and ephemeral search-provider cookies, automatic and manual update checks to an update host we operate (hosted on Cloudflare), marketplace fetches and approved plugin-repository clones, cloud embeddings when configured or selected by Auto mode with a remote chat model, title-derived Wikimedia image searches for automatically illustrated presentations, trusted-workspace language-server prewarming/downloads, enabled MCP connection/reconnection and

component bootstrap behaviour, the native-consented headless-Chrome download, and AI-generated content reports you choose to send. See [privacy.md](#) and [THREAT-MODEL.md](#) for details.

If you obtained Nyx AI through the **Microsoft Store**, Microsoft may separately collect install, usage, and crash analytics relating to the Store and to apps obtained through it, under the **Microsoft Privacy Statement** (<https://privacy.microsoft.com/privacystatement>). That processing is carried out by Microsoft, not by us, and is distinct from Nyx AI's own behaviour described above (see section 1.1). Microsoft makes developer reports available to us from that data — mostly aggregate, though Store Health reports can include an event-level stack trace or crash-dump file — as described in [privacy.md](#) sections 4.3 and 6.1. For direct-download installs, no Microsoft Store analytics apply.

9. Updates and Changes

9.1 Application updates

Nyx AI includes an automatic update **check** that is **on by default** and can be turned off in the app under Settings → Advanced → Updates. When it is on, Nyx AI checks an update host we operate (hosted on Cloudflare) shortly after launch and about once a day, and tells you if a newer version is available. Nyx AI **never downloads or installs an update without your explicit action** — you choose whether to download and install. The request contains the current app version; as with any internet request, the update host and its CDN also receive your IP address, request time, and standard connection/request metadata. The request is designed and tested not to include project content, prompts, chat history, usage events, the local install id, or a generated device identifier. See [privacy.md](#) for the full data description.

Because the Microsoft Store distributes Nyx AI as an unpackaged Win32 (EXE/MSI) application rather than as a Store (MSIX) package, the Microsoft Store does not automatically update it; keeping the app current is the application's responsibility. As a result, whichever channel you used to obtain Nyx AI, updates today rely on you choosing to install a newer version.

You can make updates fully manual at any time by turning the automatic check off in Settings → Advanced → Updates; Nyx AI will then contact the update host only when you click "Check for updates". We do not use the update mechanism to collect telemetry, analytics, or usage data.

9.2 Terms updates

We may update these terms for valid reasons, including changes to law, security, distribution, or Nyx AI's features or operation, or to make the terms clearer. Material changes will be notified in-app, in release notes, or through the distribution channel. Where a change materially affects your rights or obligations, Nyx AI will require you to accept the updated terms before continuing to use the affected version. If you do not agree, you may stop using and uninstall that version. Uninstalling deliberately preserves local app data; if you want it erased, use the separately confirmed "Delete all my data" action available on the consent screen before uninstalling, as described in the Privacy Policy. This does not affect rights or liabilities that arose before the change.

The terms that apply to a particular version are the terms supplied with that version unless a separate written agreement says otherwise. This section does not allow us to change retrospectively the terms that applied to an earlier version without any notice or acceptance required by law.

10. Termination

You may stop using Nyx AI at any time by deleting the application and any local data you no longer want.

We may terminate your licence if you commit a material breach of the [LICENSE](#) or these terms. Where the breach can be remedied, we will first give reasonable notice and an opportunity to remedy it. We may terminate immediately where continued use is unlawful, creates a genuine risk of harm, or involves deliberate abuse of security, licensing, or audit controls. When your licence terminates, you must stop using Nyx AI and destroy copies as required by the licence.

11. Complaints and Disputes

11.1 Complaints

For general complaints, email customerservice@nyxlimited.com.

For data-protection complaints, email customerservice@nyxlimited.com with the subject line "Data Complaint", use the [Data Protection Complaints Procedure](#) (also included in the application's Legal panel), or write to the registered office above. The Data (Use and Access) Act 2025 complaints-process requirement is in force from **19 June 2026**. We provide a clear way to raise a data-protection complaint, acknowledge it within 30 days, investigate without undue delay, keep the complainant informed, and tell the complainant the outcome without undue delay.

11.2 Governing law and jurisdiction

These terms, and any dispute or claim arising out of or in connection with them, are governed by the laws of England and Wales.

If you are a consumer, this choice of law does not deprive you of any rights or protections provided by mandatory laws applicable in the country or territory in which you habitually reside. You may bring proceedings in the courts of England and Wales, in your home courts if you live in Scotland or Northern Ireland, or in any other courts that have jurisdiction under applicable mandatory law. We may bring proceedings against you only in courts permitted by applicable law.

If you are acting in the course of a business, trade, or profession, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with these terms.

Nothing in this clause limits any right to submit a complaint to a competent consumer-protection, data-protection, or other regulatory authority.

11.3 Alternative dispute resolution

If we cannot resolve a dispute directly, alternative dispute resolution (ADR) through an ADR provider accredited under Part 4 of the Digital Markets, Competition and Consumers Act 2024 may be available. We are not currently signed up to or committed to use a specific ADR scheme. Unless applicable law requires otherwise, we will consider reasonable ADR requests and, where we agree to use ADR, identify the provider and applicable procedure.

12. Security and Vulnerability Disclosure

Please report suspected vulnerabilities privately to customerservice@nyxlimited.com with the subject line "Security Report". Include the affected version, platform, description, reproduction steps, and any proof of concept.

Our main vulnerability-disclosure process is in [SECURITY.md](#). In summary, we aim to acknowledge reports within 48 hours on weekdays, provide an initial assessment within 7 days, and coordinate responsible disclosure. We do not currently operate a paid bug bounty.

Good-faith security research is permitted only within the limits set out in the [LICENSE](#) and [SECURITY.md](#).

13. Accessibility

We want Nyx AI to be usable by people with a wide range of abilities. Development is informed by the Equality Act 2010 and WCAG 2.2 AA where reasonably applicable to a desktop developer tool.

If you encounter an accessibility barrier, email customerservice@nyxlimited.com with the subject line "Accessibility".

This is not a public-sector accessibility statement under the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018.

14. Export Controls and Sanctions

You must not download, install, use, export, or re-export Nyx AI in breach of applicable export controls or sanctions, including UK, US, EU, UN, or other relevant regimes.

You confirm that you are not subject to trade restrictions or sanctions that would make your use of Nyx AI unlawful.

15. General

- **Severability:** If any provision is unenforceable, the rest remains in effect.
- **No waiver:** A failure to enforce a term is not a waiver.
- **Entire agreement:** These terms, the [LICENSE](#), [privacy.md](#), and [third-party-licenses.md](#) together govern your use of Nyx AI as between you and us. If you obtained Nyx AI through the

Microsoft Store, Microsoft's own Store terms and privacy statement also apply between you and Microsoft, as described in section 1.1.

- **Order of precedence:** The LICENSE governs licensing and permitted use. These terms govern use of the application. The Privacy Policy governs personal data. For Microsoft Store installs, Microsoft's terms govern your relationship with Microsoft for the Store and for obtaining the app through it.
- **Governing language:** The English-language version of these terms is the sole legally binding version. Any translation of these terms, of the [LICENSE](#), the [Privacy Policy](#), or of the Nyx AI application interface is provided for convenience only. Subject to applicable mandatory law, in the event of any conflict, ambiguity, or inconsistency between the English version and any translation, the English-language version prevails.
- **Assignment:** Because the free personal licence is specific to you, you may not assign your rights under these terms except where applicable law permits. We may transfer our rights and obligations to a successor in connection with a merger, acquisition, restructuring, or sale of assets, but only where the transfer does not reduce your rights or protections under these terms. We will give reasonable notice if a transfer materially changes who is responsible for performing our obligations.

16. Contact

Email: customerservice@nyxlimited.com **Governing law:** England and Wales

Nyx AI - Code with intelligence. Nyx AI transmits locally stored application data only through its documented network features — the default-enabled update check, third-party services you configure, trigger, or enable (such as a cloud model provider, web fetch/search, marketplace fetch, Google Drive integration, first-use tool download, or image/vision handoff), and the automatic requests those enabled features make. Those flows go to the relevant provider, documented infrastructure host, or to us only when you choose to send correspondence or a report. Separate processing by Windows, the Microsoft Store, your project code, or other software is governed independently, as explained in the Privacy Policy.

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