

# Terms of Service - Oxygen AI Positron Service

## Introduction

*Last updated: January 26, 2026*

Please read these Terms of Service ("Terms") carefully before using the Oxygen AI Positron (the "Service") operated by Syncro Soft SRL, a company registered in Romania with its registered office at Remus 5A, Craiova, 200082, Romania ("Syncro", "we", "us", or "our").

These Terms, together with our [Privacy Policy](#) and, where applicable, a Data Processing Agreement entered into with business customers, constitute the entire agreement between you and Syncro Soft regarding your use of the Service. For Organization Owners who create Organization accounts, additional Organization Owner Supplemental Terms also apply. These documents are collectively referred to as the "Agreement."

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. If you don't agree to be bound by these Terms, do not use the Service. If you are accessing and using the Service on behalf of a company (such as your employer) or other legal entity (a "Organization"), you represent and warrant that you have the authority to bind that entity to these Terms. In that case, "you" and "your" will refer to that Organization, and the individual creating the account acts as its authorized representative (the "Organization Owner" or "Administrator"). For usability purposes, the Service interface may refer to the Organization as a "Team" or the Administrator as a "Team Owner." Both terms are equivalent to the respective concepts defined in this Agreement

## 1. Our Service

1.1 Description of Service. Oxygen AI Positron provides an API-based backend infrastructure that enables document generation, content improvement suggestions, and translation capabilities using third-party AI language models. The Service helps technical documentation writers and content creators generate and refine content through AI-powered features integrated into their existing workflows.

The Service does not provide a direct user interface for AI interactions. Instead, users access AI functionality exclusively through Client Applications that integrate with our API infrastructure, such as Oxygen AI Positron plugins for Desktop and Content Fusion, or other authorized Oxygen family products.

1.2 Technical Architecture. The Service operates as an authenticated API gateway with the following architecture:

- Account Management Portal: A web interface at <https://aipositron.oxygenxml.com/> where users create accounts via OAuth authentication (Google or GitHub), manage Organizations, purchase API usage credits, configure preferences, and view usage statistics.

- **API Backend Infrastructure:** Server infrastructure that authenticates API requests from Client Applications, validates user credentials and credit availability, routes requests to selected Large Language Model (LLM) Providers, receives responses from LLM Providers, and returns responses to requesting Client Applications.
- **Client Applications as Primary Interface:** Users interact with AI functionality through Client Applications (such as Oxygen Ai Positron family of plugins) that provide the user interface, determine what data to include in API requests based on user actions and document content, manage the display of AI-generated responses, and may store queries or responses locally within their own environment.

### 1.3 Account Types.

- **Individual Accounts:** For personal or single-user professional use. You create an individual account, manage your own subscription and credits, and are responsible for your own API usage.
- **Organization Accounts:** For teams, companies, or groups requiring centralized billing and member management. An Organization Owner creates the Organization, invites and manages members, and pays for API usage by all confirmed Organization Members.

1.4 Intellectual Property Rights to the Service. Excluding Your Content (as defined below) and AI-generated Output, Syncro and its licensors exclusively own all right, title, and interest in and to the Service, including all associated software, API infrastructure, technology, graphics, user interfaces, and trademarks, protected by copyright, trademark, and other laws. You agree not to remove, alter, or obscure any copyright, trademark, or other proprietary rights notices incorporated in or accompanying the Service.

## 2. Your Account

2.1 Individual Accounts. You are responsible for maintaining the security of your individual account and password, for all activities that occur under the account, and any other actions taken in connection with the account. You must immediately notify Syncro at [support@oxygenxml.com](mailto:support@oxygenxml.com) of any unauthorized use or security breaches. Syncro will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

2.2 Third-Party Authentication. You may also be able to register to use the Service by logging into your Account with your credentials from certain third party social networking sites ("Third Party Services") (including, but not limited to GitHub, Google, etc). You confirm that you are the owner of any such Third Party Services account and that you are entitled to give us permission to access and use your data from your Third Party Services Account as permitted by the Third Party Services and as permitted herein to provide the Service, and to store your login credentials for such Third Party Services.

2.3 Organization Accounts. Organization Accounts are established in the name of a Organization (company or legal entity), with the Administrator as the primary contact and contracting party responsible for all fees, compliance, management and all actions taken by Organization Members. Creating an Organization requires acceptance of additional [Supplemental Terms](#).

### **3. Eligibility**

By accessing or using the Services, you represent and warrant that: (i) you are at least 18 years of age, or if you are under 18 years of age, you have the permission and supervision of a parent or legal guardian who agrees to be bound by these Terms; (ii) you have the legal capacity to enter into a binding contract and that (iii) you are not a person barred from receiving the Services under the laws of any applicable jurisdiction. We do not knowingly collect data from children under the age of eighteen (18) years. If you believe that we might have any such information, please contact us at [support@oxygenxml.com](mailto:support@oxygenxml.com).

### **4. Evaluation Period**

4.1 Evaluation Plans. Syncro, at its sole discretion, permits an "Evaluation" subscription/plan ("Evaluation Plan") for individual or Organization use. The terms, features, and duration of the Evaluation Plan are set by Syncro and may be modified at any time.

4.2 Organization Evaluations. For Organization Evaluations, the Organization Owner may invite a limited number of Organization Members as specified by Syncro in the Evaluation Plan terms.

4.3 Termination of Evaluation. During the Evaluation Plan period, Syncro reserves the right to terminate the Service at any time for any reason. A notice shall be forwarded to You (or the Administrator on behalf of the Organization) at the e-mail address associated with your Account. You acknowledge and agree that your subscription for the Evaluation Plan will terminate on the earlier of i) You subscribing to a fee-based plan, ii) the termination of these Terms by either party, or iii) expiration of the Evaluation Plan period as specified by Syncro.

### **5. Payment and Subscription**

5.1 Subscription Fees. By selecting a subscription plan, you agree to pay Syncro the subscription fees determined for the Service.

- Individual Accounts: You are responsible for purchasing credits for your own account and for paying all subscription fees.
- Organization Accounts: The Organization Owner is responsible for purchasing credits and paying subscription fees that cover API usage by all confirmed Organization Members. The Organization Owner is billed for the Organization subscription regardless of whether individual members actively use the Service during any billing period.

5.2 Automatic Renewal. Your subscription will renew automatically at the end of each billing period if automatic renewal is enabled in your Account settings. Unless you disable automatic renewal in your Account settings before the start of the respective subscription period that you want to cancel, the subscription will renew automatically. By enabling automatic renewal, you authorize our payment processors to collect the then-applicable subscription fee using any credit card or other payment mechanism they have on record for you for our Services.

**5.3 Credits System.** The number of credits under the chosen plan is set in the dedicated section of the Website. Syncro reserves the right to change the procedure for charging credits from time to time in accordance with the provisions specified in the Section 12 ("Changes") of these Terms. All unused credits expire at the end of each subscription cycle and do not roll over to the next cycle, unless otherwise specified in your plan. If you exhaust your credits before the end of a billing period, API requests will fail until you purchase additional credits or your subscription renews.

**5.4 Taxes.** All fees are exclusive of applicable taxes (e.g., VAT, sales tax) (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchase, except for taxes based on Syncro's net income. If we are legally required to collect Taxes for which you are responsible, we will invoice you and you agree to pay such Taxes. The invoiced amount will include both the subscription fee and applicable Taxes.

**5.5 Non-Payment and Suspension.** We reserve the right to suspend or terminate your access to the Service if (i) any payment is not received by the due date; (ii) your payment method is declined or invalid or (iii) your account is past due. For Organization Accounts, non-payment or payment issues will result in suspension of Service access for all Organization Members until payment is received. We will make reasonable efforts to notify you before suspension, but are not obligated to do so.

## **6. Your Content and Data Processing**

**6.1 Ownership of Your Content.** You retain full ownership of all intellectual property rights in any content you submit to the Service ("Your Content"). This includes text, documents, prompts, and any other materials transmitted in the API requests through the Service. . We claim no ownership rights to Your Content.

**6.2 License to Process Your Content.** To provide the Service, you grant Syncro a limited, non-exclusive, non-transferable license to securely transmit Your Content to third-party LLM providers solely for the purpose of generating the requested output ("Output"). This license terminates immediately upon delivery of the Output.

**6.3 Confidentiality Obligations.** We treat Your Content as confidential information. We implement and maintain appropriate technical and organizational measures designed to protect the security and confidentiality of Your Content during transmission.

**6.4 Ownership of Output.** To the maximum extent permitted by law, and subject to your compliance with these Terms, Syncro transfers to you all of its rights, title, and interest in and to any Output generated by the Service. You are solely responsible for the Output and its use.

**6.5 No Use for AI Training.** We do not and will not use Your Content or Output to train, improve, or develop AI models—neither our own nor those of third parties. Where we maintain enterprise agreements with LLM providers, we enforce contractual terms that explicitly prohibit the use of your data for training purposes.

**6.6 No Secondary Use.** Syncro does not use, analyze, or process Your Content or Output for any purpose other than providing the Service to you. We do not engage in secondary uses such as analytics, marketing, or service improvement based on Your Content.

6.7 Our Limited Role: We do not control and are not responsible for how LLM Providers process Your Content. We cannot guarantee their availability, performance, output quality, data protection practices, or compliance with any laws or regulations. Our role is limited to providing the technical means to transmit your API requests to LLM providers you select. We maintain information about available LLM Providers, including their names, privacy policy links, terms of service links, primary jurisdictions, and relevant certifications or compliance frameworks. This information is available on the Website and within Client Application interfaces.

6.8 No Persistent Storage. All data is processed in-memory only and erased after the Output is delivered to you. We do not log, backup, or store Your Content or Output on disk or in any persistent storage system. System logs (such as session identifiers and error logs) are retained for a maximum of ninety (90) days and contain no user-submitted content or Output.

6.9 Data Protection and GDPR Compliance. For Organization Accounts acting as data controllers in the European Economic Area (EEA) and other jurisdictions with applicable data protection laws, our processing of personal data on behalf of such Organizations is governed by a Data Processing Agreement, which forms an integral part of the Supplemental Terms for those Organization Accounts. For Individual Accounts, Syncro Soft acts as an independent data controller, and the processing of personal data is governed exclusively by our Privacy Policy.

6.10. Your Responsibilities. You are solely responsible for Your Content, including ensuring that it does not violate any applicable law or these Terms. You agree that you must evaluate, and bear all risks associated with, the use of any Output, including any reliance on its accuracy, completeness, or usefulness. The Service is a tool to assist you, and the Output should not be considered a substitute for your professional judgment. You shall not represent that Output from our Services was generated by humans unless verified.

## **7. Acceptable Use Policy**

7.1 Lawful Use. You agree to use the Services only for lawful purposes and in accordance with these Terms. You agree not to engage in any conduct that could interfere with, disrupt, or negatively affect the Services or the servers or networks connected to the Services.

7.2 Prohibited Activities. You agree not to, and not to permit your Organization Members (if applicable) to use the Service to: (a) engage in any activity that is illegal, fraudulent, or harmful; (b) generate, or transmit content that is defamatory, obscene, harassing, or promotes hate speech or violence; (c) violate or infringe upon the intellectual property rights of others; (d) attempt to reverse engineer, decompile, or otherwise discover the source code of the Service; or underlying algorithms of the Service (e) place an unreasonable load on our infrastructure or disrupt the integrity or performance of the Service; (f) misrepresent Output as being solely human-generated; (g) attempt to gain unauthorized access to any portion of the Service; (h) circumvent any access or usage restrictions (i) use the Service to violate the terms of service or acceptable use policies of any LLM Provider; (j) resell, sublicense, or redistribute access to the Service without our express written permission.

7.3 Enforcement. We reserve the right to investigate violations and suspend or terminate accounts engaging in prohibited activities. For Organization Accounts, violations by any Organization Member may result in action against the entire Organization.

## 8. Feedback

We welcome and appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services ("Feedback"). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you and You grant us a perpetual, irrevocable, worldwide, royalty-free license to use, modify, and incorporate your Feedback into our Service.

## 9. Limitation of Liability

9.1 No Consequential Damages. To the fullest extent permitted by applicable law, in no event shall Syncro, nor our directors, employees, partners, suppliers or licensors be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to, use of or inability to access or use the Service; (ii) any conduct or content of any third party on or through the Services,, including LLM Providers and other users; (iii) any Output obtained from the Service;(iv) unauthorised access, use or alteration of your transmissions or content; and (v) the performance, failure, errors, or data processing practices of third-party LLM providers (vi) any errors, inaccuracies, omissions, or misleading content in AI-generated Output , whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

9.2 Cap on Total Liability. To the fullest extent permitted by applicable law, Syncro's total aggregate liability to you for any and all claims arising out of or related to these Terms or your use of the Service, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise), shall not exceed the greater of (a) total amount of fees actually paid by you to Syncro in the twelve (12) months preceding the event giving rise to the liability or one hundred US dollars (\$100).

9.3 Exceptions. The limitations in this Section 9 do not apply to liability arising from (a) Syncro's gross negligence or willful misconduct; (b) Syncro's breach of our confidentiality obligations under Section 6.3; (c) your indemnification obligations under Section 11; and (d) any liability that cannot be excluded or limited by applicable law.

9.4 Basis of the Bargain. You acknowledge and agree that the limitations of liability in this Section 9 reflect a reasonable allocation of risk and are fundamental elements of the basis of the bargain between you and Syncro. The Service and pricing structure would not be provided without such limitations.

9.5 Applicability to Organization Accounts. For Organization Accounts, these limitations of liability apply to the Organization and all Organization Members collectively. The liability cap in Section 9.2 applies to all claims by the Organization and its members in the aggregate, not per member.

9.6 No Liability for LLM Provider Actions. You acknowledge and agree that we have no control over and are not responsible for the actions, omissions, data processing practices, output quality, availability, security, or any other aspect of third-party LLM Providers' services.

## **10. Warranty Disclaimer**

THE SERVICES ARE PROVIDED "AS IS." AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICES, AND DISCLAIM ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, OR THAT ANY ERRORS IN THE SERVICE WILL BE CORRECTED. YOU ACKNOWLEDGE THAT: (a) THE SERVICE RELIES ON THIRD-PARTY LLM PROVIDERS, AND WE CANNOT GUARANTEE THEIR AVAILABILITY, PERFORMANCE, OUTPUT QUALITY, DATA PROTECTION PRACTICES, OR COMPLIANCE WITH ANY LAWS OR REGULATIONS; (b) AI-GENERATED OUTPUT MAY CONTAIN ERRORS, INACCURACIES, OR BIASES, AND SHOULD NOT BE RELIED UPON WITHOUT INDEPENDENT VERIFICATION; (c) YOU USE THE SERVICE AND ANY OUTPUT AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **11. Indemnification**

11.1 Your Indemnification Obligation. You agree to indemnify, defend, and hold harmless Syncro, our licensors, LLM providers, and their respective officers, directors, employees, and agents from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees and court costs) that arise from or relate to: (i) Your violation of these Terms or any applicable law or regulation; (ii) Your use or misuse of the Services, including any use by Organization Members if you are an Organization Owner; (iii) any of Your Content submitted through the Service, including claims that Your Content infringes or violates any intellectual property rights or other rights of any third party.

11.2 Defense and Settlement. Syncro reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate fully with Syncro in the defense of any such claim. You may not settle any claim that affects Syncro without Syncro's prior written consent.

11.3 Organization Liability. For Organization Accounts, the Organization is responsible for indemnifying Syncro for the actions of all its Authorized Users. The Organization Owner and the Organization are jointly and severally liable for these indemnification obligations.

## 12. Changes

12.1 Changes To Services. We cannot guarantee the Service will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Service, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Service at any time or for any reason. We will provide you a notice with 30 days in advance via email to the address associated with your account for any material changes that adversely affect the core functionality or security of the Service. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Service during any planned downtime of which you have been notified or resulting from any changes, modifications, or discontinuance of the Service.

12.2 Changes to the Terms. We may revise and update these Terms from time to time in our sole discretion to reflect changes in our business practices, legal requirements, or for other reasons. We will notify you of any changes by posting the revised Terms and/or by sending an email to the email address associated with your account. All changes will be effective immediately upon posting of the revised Terms on the Website, except that for material changes, we will provide at least thirty (30) days' advance notice. By continuing to access or use the Services after any revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, you must stop using the Services and may terminate your account in accordance with Section 13.

## 13. Termination

13.1 Termination by Syncro. We may suspend or terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you, in the following circumstances: (i) You or any Organization Member violates these Terms or any other applicable policy or agreement; (ii) Your payment for the Service is declined, invalid, not received by the due date, or your account is past due; (iii) we believe in good faith that your account is being used fraudulently or for illegal purposes; (iv) we believe that continuing to provide the Service to you would create legal liability for us, harm other users, threaten the security or stability of the Service, or otherwise be contrary to our interests; and (v) we decide to discontinue the Service or certain features thereof. Where feasible and legally permissible, we will make reasonable efforts to provide you with advance notice of termination and an opportunity to remedy any violation before termination becomes effective. However, we are not obligated to provide such notice, particularly in cases involving serious violations, security threats, illegal activity, or emergency situations.

13.2 Termination by You. You may terminate your account and stop using the Service at any time by: (i) sending us an email at [support@oxygenxml.com](mailto:support@oxygenxml.com) from the email address associated with your account, or (ii) using the account cancellation feature in your account settings (if available). For Organization Accounts, termination requests must be made by the Organization Owner.

13.3 Effect of Termination. Upon termination of your account by either party, your right to access and use the Service will cease immediately, and all Organization Members (in case of Organization) will immediately lose access to the Service. No refunds will be provided for any prepaid fees, except as required by law.

## 14. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Romania. Any dispute arising out of or relating to this Agreement which is not amicably resolved shall be referred to and finally settled by the competent courts located in Bucharest, Romania. The venue of any dispute related to this Agreement shall be Bucharest, Romania. The prevailing party in any such dispute shall be entitled to recover reasonable costs and expenses incurred in connection with resolving such dispute, including attorney's fees.

## 15. General Provisions

15.1. Entire Agreement. These Terms, together with the [Privacy Policy](#), any applicable Data Processing Agreement entered into with an Organization Customer, and [Supplemental Terms](#) (for Organization Owners), constitute the entire agreement between you and Syncro regarding the Service and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties regarding the subject matter hereof. In case of conflict between these documents, the following hierarchy applies: (i) Organization Owner Supplemental Terms (for Organization-specific matters); (ii) Data Processing Agreement (for data protection matters); (iii) These Terms of Service (for general matters) and (iv) Privacy Policy (for general privacy information).

15.2. Assignment: You may not assign, transfer or delegate these Terms or any of your rights or obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without Syncro's prior written consent. Syncro may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

15.3. Severability: If any provision of these Terms is held to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect.

15.4. Waiver: No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

15.5. Force Majeure: Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, or significant network failures. The affected party shall promptly notify the other party of such circumstances and shall use reasonable efforts to mitigate the effects of such circumstances.

15.6. No Third-Party Beneficiaries. These Terms are for the benefit of, and will be enforceable by, the parties only. These Terms are not intended to confer any right or benefit on any third party.

15.7. Notices: Any notices or other communications provided by Syncro under these Terms will be given: (i) by email to the address associated with your account, or (ii) by posting to the Website or within the Service. Notices to Syncro should be sent to [support@oxygenxml.com](mailto:support@oxygenxml.com) and will be deemed given when received.

15.8. You acknowledge that the Service may be subject to export control laws and regulations of the European Union, the United States, and other jurisdictions. You agree to comply with all applicable export and import laws and regulations in your use of the Service.

15.9. Survival. The provisions of these Terms that by their nature should survive termination or expiration shall survive, including but not limited to: Section 6 (ownership and data processing provisions), Section 8 (Feedback), Section 9 (Limitation of Liability), Section 10 (Warranty Disclaimer), Section 11 (Indemnification), Section 13.3 (Effect of Termination), Section 14 (Governing Law and Dispute Resolution), and this Section 15 (General Provisions).

## 16. Contact Us

If you have any questions about these Terms, please contact us:

**Syncro Soft SRL** Remus 5A, Craiova, 200082, Romania

### **Email:**

- General inquiries and support: [sales@oxygenxml.com](mailto:sales@oxygenxml.com)
- Data protection and privacy: [privacy@oxygenxml.com](mailto:privacy@oxygenxml.com)
- Security issues: [security@oxygenxml.com](mailto:security@oxygenxml.com)

**Website:** <https://aipositron.oxygenxml.com/>