

The Pending Agency – Terms of Use

Last Updated: February 2025

Welcome to The Pending Agency!

The Pending Agency is an **AI-powered** platform operated by **The Pending GmbH** (Arthur-Müller-Straße 24, 12487 Berlin, Germany; Charlottenburg HRB250720B; USt.-ID: DE360039760; Steuer-Nr.: 37/557/52192; represented by CEO: Tim Kriegler). These Terms of Use (“Terms”) govern all use of **The Pending Agency** (the “Platform” or “Service”) by you as a registered user.

1. Subject Matter

1.1 About The Pending Agency

The Pending Agency helps you **discover** and **connect** with artists and creatives worldwide. The Service is designed for those who need to:

- **Search for artists** using AI-assisted filters and criteria (“Artist Navigator”).
- **Curate profiles** by creating private notes, lists, and comments (“Profile Curator”).
- **Manage projects** by posting job openings, casting calls, or other announcements, receiving applications, communicating with prospective candidates, and automating certain notifications (“Project Manager”).

1.2 Ownership and Operation

The Pending Agency is hosted and owned by **The Pending GmbH**. The Platform is accessible either via web application, mobile application, or both (depending on our product design). Use of the Platform may be free or paid, depending on your chosen subscription or service level.

1.3 Scope of These Terms

These Terms exclusively govern the relationship between **you** (the user of The Pending Agency) and **us** (The Pending GmbH). They detail the rights and obligations associated with using the Platform’s features (Artist Navigator, Profile Curator, Project Manager, and any other tools we may introduce).

2. Registration and User Account

2.1 Eligibility

- You must be **at least 18 years old** and have full legal capacity to enter into a binding contract.
- Registration may require you to provide personal information (e.g., full name, email address) and agree to these Terms.

2.2 Account Creation

- You must **register** an account to use The Pending Agency.
- The contractual relationship between you and The Pending GmbH begins once we **confirm** your registration.
- All registration data must be **truthful, current, and complete**.

2.3 Account Security

- Keep your login credentials (username, password) **confidential**.
- You are responsible for any activity that occurs under your account.
- If you suspect unauthorized use of your account, **notify us immediately** and reset your password.

2.4 Prohibited Re-Registration

Multiple accounts or re-registration after termination by The Pending GmbH is prohibited.

3. Using The Pending Agency

3.1 Artist Navigator

- Our **AI-powered search** allows you to discover artists and creatives who meet specific criteria (e.g., genre, skill set, location).
- We strive to keep information accurate but cannot guarantee the completeness, reliability, or suitability of profiles listed.

3.2 Profile Curator

- You can **organize** artist profiles by leaving private notes, creating lists, and adding comments.
- These organizational tools are for your internal reference only. Sharing private data or confidential information about artists without their consent is strictly prohibited.

3.3 Project Manager

- You can create **job postings, casting calls, or general announcements** visible to artists.
- You can **manage applications**, communicate with candidates, and automate acceptance, rejection, or inquiry messages.
- You remain responsible for all communications and content you publish, including compliance with applicable employment laws, privacy regulations, and anti-discrimination rules in your jurisdiction.

3.4 Respectful and Lawful Use

You must use The Pending Agency in compliance with **all applicable laws** and maintain a professional, respectful environment. Specifically, you agree not to:

- Post content that is defamatory, offensive, pornographic, extremist, or otherwise unlawful.
- Infringe the **intellectual property rights** of third parties (e.g., uploading unlicensed images or media).
- Harass, threaten, or violate the rights of others (e.g., personal privacy, reputation).
- Transmit viruses or harmful code, or otherwise interfere with the Platform's functionality.

3.5 Availability

While we aim to keep The Pending Agency **continuously accessible**, we may need to perform scheduled or emergency maintenance that temporarily restricts access. We appreciate your understanding.

3.6 Modifications to Services

We may modify or replace features in The Pending Agency for reasons including compliance with legal requirements, security updates, or technical improvements. We will not introduce major changes that fundamentally alter the core nature of the Service without notice.

4. User Content and Intellectual Property

4.1 Ownership of Content

- You retain ownership of any text, images, audio, or other materials (“User Content”) you post or upload to The Pending Agency.
- By submitting User Content, you grant The Pending GmbH a **non-exclusive, worldwide, royalty-free license** to store, display, and share your content **within** the Platform as needed to provide our services. This license ends when you delete the content or terminate your account, except where retention is required by law.

4.2 Third-Party Rights

- You must ensure you have all necessary rights and permissions for the content you upload.
- You agree to **indemnify and hold harmless** The Pending GmbH from any third-party claims arising due to your User Content (e.g., copyright or trademark infringement).

4.3 Rights to The Pending Agency

- All intellectual property rights in The Pending Agency (including software code, design, trademarks, and branding) belong to The Pending GmbH.
- We grant you a **limited, revocable, non-transferable license** to use The Pending Agency solely in accordance with these Terms.

5. Fees and Payment

5.1 Paid Features

Certain advanced features (e.g., expanded search options, large-scale project management, or additional collaboration tools) may require a **paid subscription** or one-time fee. We will clearly inform you about any applicable charges **before** you incur them.

5.2 Payment Methods

You may be required to provide **payment details** (e.g., credit card, PayPal) to access paid features. The payment process and related conditions will be stated during your subscription or purchase flow.

5.3 Default in Payment

- If you fail to pay fees when due, The Pending GmbH may **suspend or restrict** your access to paid features.
- Suspension does not relieve you from any payment obligations already incurred.

6. Term and Termination

6.1 Term

Your agreement with The Pending GmbH continues **indefinitely** unless otherwise specified (e.g., a fixed-term subscription).

6.2 Termination by You

- You may terminate your use of The Pending Agency at any time via the Platform settings or by contacting us.
- Upon termination, we will downgrade or close your account. Any fees paid in advance are generally **non-refundable** unless required by applicable law.

6.3 Termination or Suspension by The Pending GmbH

We may terminate or suspend your access immediately if:

- You materially or repeatedly breach these Terms.
- You misuse the Platform for unlawful or objectionable activities.
- Non-payment of applicable fees occurs despite reminders.

6.4 Data Deletion

Upon termination, we will **delete or anonymize** your data, except where retention is legally required or necessary for potential legal claims or dispute resolution. Refer to our **Privacy Policy** for more details on data handling.

7. Liability and Indemnification

7.1 Liability Limitations

The Pending GmbH is not liable for:

- The **accuracy, completeness, or suitability** of artist profiles or user-generated content.
- The **success of your projects** or any outcomes related to job postings or casting calls.
- **Indirect or consequential damages**, such as loss of profits or data loss, unless caused by intentional or grossly negligent conduct on our part.

7.2 Exceptions

Nothing in these Terms excludes or limits liability for:

- Intentional or gross negligence by The Pending GmbH or its agents.
- Injury to life, body, or health caused by negligence.
- Other liability that cannot be lawfully excluded or limited.

7.3 Indemnification

You agree to **indemnify** The Pending GmbH against any third-party claims arising from your use of The Pending Agency, including but not limited to claims alleging breach of copyright, trademark, or other intellectual property rights, or violation of personal rights.

8. Data Protection

We handle your personal data in accordance with our **Privacy Policy**. You can find details about how we collect, process, and protect your information, as well as your rights under applicable data protection laws, on our website or directly within the Platform.

9. Governing Law and Dispute Resolution

9.1 Governing Law

These Terms and any related contractual or non-contractual claims shall be governed by **German law**, excluding the UN Convention on Contracts for the International Sale of Goods.

9.2 Jurisdiction

Where legally permissible, any disputes arising out of or in connection with these Terms shall be subject to the **exclusive jurisdiction** of the competent courts at our business location in Berlin, Germany.

9.3 EU Online Dispute Resolution

The European Commission provides a platform for **Online Dispute Resolution** (ODR) at <http://ec.europa.eu/consumers/odr/>. We are neither obligated nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

10. Final Provisions

10.1 Entire Agreement

These Terms constitute the entire agreement between you and The Pending GmbH regarding The Pending Agency and supersede all prior agreements or understandings.

10.2 Changes to These Terms

We reserve the right to **update or modify** these Terms. In that event, we will notify you in a suitable manner (e.g., email, in-web notice). By continuing to use the Service after any changes become effective, you agree to the revised Terms.

10.3 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions remain in full effect. An invalid provision shall be replaced by a valid one that most closely reflects the original intent.

10.4 Language and Prevailing Version

These Terms may be provided in multiple languages. In the event of any inconsistency, the **English version** shall prevail.

Thank you for choosing The Pending Agency!

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

- **Email:** info@thepending.app
- **Address:** Arthur-Müller-Straße 24, 12487 Berlin, Germany

© 2025 The Pending GmbH. All rights reserved.