#### Terms of Use for Agents24x7.com

Last updated: May 24, 2025

These Terms of Use ("Terms") govern your access to and use of the Agents24x7 website ("Site") and any related services, features, or applications (collectively, the "Services") provided by Codpal Limited (trade name Agents24x7, "we", "us", or "our"). By accessing or using our Site or Services, you agree to be bound by these Terms and our Privacy Policy. If you do not agree, you must not use the Site or Services.

# 1. Eligibility and Account Types

1.1 **Eligibility.** You must be at least 16 years old (or the age of majority in your jurisdiction) and legally capable of entering into binding contracts to use our Services.

#### 1.2 **Account Types.** We offer:

- **Agent Builder Accounts:** for users who create, configure, and publish AI agents on the platform. Builders may create:
  - o Public Agents available for any client to use.
  - o Private Agents restricted to specific clients.
- Client Accounts: for users who purchase credits to interact with public or private agents.
- 1.3 **Third-Party Login.** We use Clerk to manage account registration and authentication, which may integrate providers such as Google, GitHub, Microsoft, and others. By registering through these providers, you authorize us to collect your provider account identifier, name, email, and profile picture for account creation and login.

### 2. License and Use Restrictions

2.1 **Limited License.** We grant you a non-exclusive, non-transferable license to access and use the Services for your personal or internal business purposes, subject to these Terms.

#### 2.2 **Prohibited Conduct.** You agree not to:

- Violate any laws or regulations.
- Infringe intellectual property, privacy, or other rights.
- Use the Services to transmit harmful code or unauthorized data.
- Collect sensitive personal information (e.g., SSN, health data) without a valid purpose or consent
- Use our AI agents for disallowed content (e.g., illegal activities, hate speech, explicit content).
- Share your account credentials or allow unauthorized access.
- Reverse engineer, decompile, or otherwise attempt to extract source code or underlying algorithms.
- Circumvent usage limits, quotas, or technical restrictions.
- Email solicitation, mass emailing, spamming, phishing, and the like.
- Violating anyone's privacy rights.

- Financial or monetary fraud or schemes.
- Computer fraud or other computer crimes.
- Defamation, discrimination, or harassment.
- Funding, encouraging, or facilitating any criminal or other illegal activities.
- Promoting, encouraging, or requesting any form of violence or harm to anyone.
- Collecting credit card information or third parties' login credentials for other sites or platforms.
- Collecting highly sensitive personal information, such as social security numbers or national ID numbers, without a valid reason.
- Creating content that includes fields for third parties' personal information without permission.
- Promoting your or other third-party products or services on our platform or website.
- Promoting products or services on social media or other websites in violation of those platforms' terms or guidelines.
- Money-making or other schemes involving legal, medical, or other professional services.
- Including a third party's copyrighted or trademarked content or trade secrets in outputs without permission.
- Encouraging violence, bullying, or harm to others.
- Gathering, collecting, or suggesting provision of pornographic or sexually explicit content, or promoting prostitution or sexual services.
- Any other activity prohibited under these Terms or applicable law.
- 2.3 **Account Abuse & Fair Usage.** We reserve the right to monitor usage patterns to prevent abuse, excessive resource consumption, or violations of these Terms. You agree that we may impose rate limits, quotas, or other technical controls, and suspend or restrict access if we detect abusive or non-compliant behavior.
- 2.4 **Suspension & Termination.** We may suspend or terminate your account and access to Services at any time for violation of these Terms, abusive behavior, or inactivity.
- 2.5 **Inactivity and Account Deletion.** If your account remains inactive (no logins or usage of Services) for a continuous period of 12 months, we reserve the right to delete or anonymize your account, associated personal data, and any unused credits. Such deletion is irreversible, and we will not be able to restore your account, data, or credits. Prior to deletion, we will make reasonable efforts to notify you at the email address on file at least 30 days in advance.

### 3. User Content and Submissions

- 3.1 **Your Content.** You retain ownership of any data, prompts, or content you submit to the Services ("Your Content").
  - **Public Content.** If you choose to make Your Content public (by changing account settings or by leaving default public settings), you acknowledge that it may be visible to others via the Site or Services. By making Content public, you grant us a worldwide, royalty-free, fully sublicensable license to use, reproduce, modify, adapt, publish, translate, publicly perform, and display such Content on our Site and in connection with the Services.

- 3.2 **License for Private Content.** For Content that remains private, you grant us a worldwide, royalty-free license to use, reproduce, modify, and display Your Content solely to provide, maintain, and improve the Services.
- 3.3 **Feedback.** If you provide feedback or suggestions, you grant us a perpetual, irrevocable, royalty-free license to use and incorporate them without restriction.

# 4. Payments and Credits

- 4.1 **Payment Processing.** All payments are handled by third-party processors. We do not store your payment information.
- 4.2 **Fees and Billing.** Fees for Paid Plans and credit packages are detailed on the Site. You agree to pay all applicable fees and taxes.
- 4.3 Credit Distribution. When you purchase credits:
  - **Agent Builder Compensation:** A portion of each credit is paid to the creator of the agent you interact with.
  - AI Provider Fee: A portion covers usage of the underlying language model.
  - **Platform Fee:** The remainder is retained by Agents24x7 to operate and maintain the marketplace.
- 4.4 **Automatic Renewal.** Paid Plans renew automatically until canceled. Turn off auto-renew in your account settings to prevent future charges.
- 4.5 Refunds & Withdrawal Rights.
  - Immediate and Non-refundable Delivery: AI credits are delivered immediately as digital content upon purchase. By completing your purchase, you expressly consent to immediate delivery and acknowledge that you thereby waive any right of withdrawal or refund under applicable consumer protection laws once credits are issued.
  - **Consent Confirmation:** Prior to purchase, you will be required to explicitly confirm your understanding that credits are non-refundable upon issuance.

## 5. AI Services and Third-Party Integrations

- 5.1 **AI Providers.** Our agents leverage third-party AI services (e.g., OpenAI, Google Gemini, Anthropic). Your inputs and conversation context are shared with those providers under strict confidentiality.
- 5.2 **Agent Tools & Credentials.** Agents may be configured to access client-specific tools (e.g., calendars, email, CRM) to perform work. During initial setup, clients provide necessary credentials, which are stored encrypted on our platform. Clients may delete these credentials at any time, revoking the agent's access.
- 5.3 **Analytics & Tracking.** We use cookies, Google Analytics, Facebook Pixel, and other tracking technologies to understand usage and deliver targeted content. See our Privacy Policy for details.

# **6. Intellectual Property**

- 6.1 **Our IP.** The Site, Services, and all related content are owned by us or our licensors and protected by law.
- 6.2 **Trademarks.** "Agents24x7" and associated logos are trademarks of Codpal Limited. You may not use our trademarks without permission.

#### 7. Disclaimer of Warranties

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

# 8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CODPAL LIMITED SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA, OR USE, ARISING FROM YOUR USE OF THE SERVICES.

**Agent Builder Disclaimer:** The Platform hosts AI agents created by third-party Agent Builders. You acknowledge that Agents24x7 is not responsible for any actions, outputs, or damages caused by these agents. It is your responsibility to review prompts, test agents in non-production environments, and ensure safe setup before granting agents access to live systems or sensitive processes. Agents24x7 disclaims any liability for errors, omissions, or harmful outcomes resulting from agent operations.

**Behavioral and Employment Disclaimer:** Agents24x7 provides the infrastructure to transform large language models into autonomous agents with tools and abilities to function as virtual employees. We do not control, monitor, or endorse the specific behaviors, content generation, or decisions made by these agents. You agree that Agents24x7 is not liable for any improper behavior, language output, or decision-making by agents. Additionally, Agents24x7 is not responsible for any employment impacts, including job displacement, that may result from the use of these agents. You assume all risk and are responsible for evaluating and supervising agent use within your organization.

**Version Change Disclaimer:** Agents 24x7 is not responsible for any modifications, updates, or version changes made by Agent Builders to their agents. It is your responsibility to validate and test any new or updated agent versions in a lower-environment or staging setting before deploying them to production or granting them access to sensitive systems.

**Downtime Disclaimer:** Agents24x7 is not liable for any failure of agents to perform scheduled tasks during system downtime, maintenance, or outages. You acknowledge that critical processes should include fallback plans and that you bear responsibility for monitoring agent availability and handling missed tasks during service interruptions.

### 9. Indemnification

You agree to indemnify and hold Codpal Limited and its affiliates harmless from any claims, liabilities, damages, losses, and expenses (including attorneys' fees) arising from your violation of these Terms or your use of the Services.

# 10. Governing Law and Dispute Resolution

- 10.1 **Governing Law.** These Terms are governed by the laws of Cyprus.
- 10.2 Jurisdiction. Any dispute shall be resolved in the courts located in Nicosia, Cyprus.

### 11. Modifications to Terms

We reserve the right to modify, amend, or replace these Terms at any time, at our sole discretion. When we update the Terms, we will post the revised version on the Site and update the "Last updated" date. Significant changes will be communicated to you via email or through in-app notifications when feasible. Your continued use of the Services after the updated Terms become effective constitutes your acceptance of the new terms.

#### 12. Contact Information

For questions or concerns about these Terms, contact us:

Codpal Limited (Agents24x7) Email: <a href="mailto:legal@agents24x7.com">legal@agents24x7.com</a>

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