
TERMS AND CONDITIONS

Penden LLC (Penden.ai) – Terms of Service

Effective Date: May 26, 2026

1. Acceptance of Terms

By accessing or using Penden.ai services ("Services"), you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, do not use our Services. These Terms constitute a legally binding agreement between you and Penden LLC.

2. Description of Services

Penden LLC provides Agentic AI Voice Agents and Chat Agents that can answer calls, qualify leads, book appointments, handle conversations, and perform other automated customer service tasks. Our AI agents are owned by Penden LLC and are provided to you as a service.

3. Accounts, Billing, and Payment

Services are billed monthly according to the pricing tiers published on our website and marketing materials. Overage charges (for usage beyond included minutes/messages) may vary depending on the underlying AI model costs. You are responsible for all charges incurred under your account. Billing is recurring and will continue until you cancel or we terminate your account.

Late Payment: If payment is not received, your AI agents will be automatically shut off 3 days after the missed payment due date. You remain responsible for all outstanding amounts.

4. Intellectual Property

All AI agents, models, software, and related technology are owned exclusively by Penden LLC. You are granted a limited, non-exclusive, non-transferable license to use the AI agents solely for your internal business purposes during the term of your subscription. You may not copy, modify, reverse engineer, or create derivative works of our technology.

Conversation data generated through the use of our Services belongs to you, subject to our right to use anonymized data to improve our models and services.

5. Acceptable Use

You agree not to use our Services for any illegal purpose or in violation of any applicable laws. Prohibited uses include, but are not limited to: harassment, spam, fraudulent activity, distribution of illegal content, or any activity that could harm Penden LLC, our infrastructure, or other users.

6. AI Limitations and Disclaimer

Our AI agents use advanced language models but are not perfect. They may occasionally provide inaccurate, incomplete, or inappropriate responses. You acknowledge that AI technology has inherent limitations. Penden LLC strongly recommends human oversight for critical decisions, especially in medical, legal, financial, or emergency situations. We are not liable for any damages resulting from reliance on AI-generated outputs.

7. Limitation of Liability

To the maximum extent permitted by law, Penden LLC shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including lost profits, lost data, or business interruption, arising out of or related to your use of our Services. Our total liability shall not exceed the amount you paid us in the 12 months preceding the claim.

8. Termination

Either party may terminate this agreement at any time. Upon termination or cancellation, your access to the Services will end, and we may delete your data in accordance with our Privacy Policy. You remain responsible for all fees incurred prior to termination.

9. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of law principles. Any disputes arising under these Terms shall be resolved in the state or federal courts located in North Carolina.

10. Changes to Terms

We may modify these Terms at any time. Material changes will be communicated via email or posted on our website. Your continued use of the Services after changes take effect constitutes acceptance of the updated Terms.

11. Contact Information

For questions about these Terms, please contact us:

- Email: sam@penden.ai or andrea@penden.ai
- Website: <https://penden.ai>
- Location: Jacksonville, North Carolina

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