Agents24x7 - Terms of Use

Last updated: 2 August 2025

These Terms of Use ("**Terms**") govern your access to and use of the **Agents24x7** website, marketplace, and any related mobile or desktop applications (collectively, the "**Site**") as well as the real-time software-as-a-service platform, APIs, and other services provided by **Codpal Limited** (trade name *Agents24x7*, company number **HE437774**, Florinis 7, Greg Tower, 2nd Floor, 1065 Nicosia, Cyprus) ("**Agents24x7**", "we", "us", "our") (together, the "**Services**").

By creating an account, clicking "I Accept," or otherwise using the Services, you agree to be legally bound by these Terms and by our **Privacy Policy** and **Cookie Policy**, which form part of these Terms. If you do not accept them, do not use the Services.

1. Eligibility & Account Registration

- 1. **Age & Capacity.** You must be at least 16 years old (or the age of majority in your jurisdiction, if higher) and legally capable of forming a binding contract.
- 2. Account Types.
- 3. Agent Builder Account create, configure, publish, and monetise autonomous AI agents.
- 4. **Client Account** purchase credits to run agents and consume outputs.
- 5. **Affiliate Account** participate in our referral program and earn commissions for bringing new paying customers, subject to the separate **Affiliate Terms & Conditions**.
- 6. **Authentication.** Registration is handled by **Clerk** or your chosen third-party identity provider (e.g., Google, Microsoft, GitHub). You authorise us to receive basic profile information for login and account management.. **Registration is handled by** Clerk** or your chosen third-party identity provider (e.g., Google, Microsoft, GitHub). You authorise us to receive basic profile information for login and account management.
- 7. **Accuracy.** You agree to provide accurate, current information and update it promptly. We may suspend or terminate accounts containing false or incomplete data.

2. Licence & Acceptable Use

- 1. **Limited Licence.** We grant you a non-exclusive, revocable, non-transferable licence to access and use the Services for your personal or internal business purposes, subject to these Terms.
- 2. Prohibited Conduct. You will not:
- 3. Violate any applicable law or regulation.
- 4. Infringe intellectual-property, privacy, or publicity rights.
- 5. Upload, generate, or transmit viruses, malicious code, or unauthorised data.
- 6. Use the Services to create or distribute content that is illegal, hateful, defamatory, or sexually explicit
- 7. Reverse-engineer, decompile, or attempt to access source code or underlying models.

- 8. Circumvent rate limits, quotas, or other technical restrictions.
- 9. Engage in spam, phishing, fraudulent schemes, or deceptive marketing.
- 10. Collect highly sensitive personal data without clear consent and lawful basis.
- 11. Give any agent uncontrolled access to production systems without proper safeguards.
- 12. **Fair Usage & Monitoring.** We may monitor usage, impose technical limits, or suspend accounts to prevent abuse or preserve platform stability.
- 13. **Suspension & Termination.** We may suspend or terminate your access immediately for misconduct, non-payment, or inactivity exceeding 12 months (with 30-days' prior email notice in the latter case).

3. User Content

- 1. **Ownership.** You retain all rights in prompts, datasets, instructions, and other materials you submit ("**User Content**").
- Public vs. Private. By designating content or agents as Public, you grant us a worldwide, royalty-free licence to host, reproduce, display, and distribute that content for the purpose of operating and promoting the marketplace. Content marked Private is only used internally to provide the Services.
- 3. **Builder Revenue-Share.** When Clients invoke Public agents, a portion of the credits spent is automatically allocated to the Agent Builder. Builder earnings are visible in real time inside the dashboard.
- 4. **Feedback.** Ideas, suggestions, or bug reports you provide may be freely used by us without obligation.

4. Payments, Credits & Subscriptions

- 1. **Credit System.** All compute and third-party model usage is metered in **credits** (100 credits \approx US \$1). Credits are non-transferable and expire 12 months after purchase.
- 2. **Free Tier.** New users receive 100 free credits upon registration. After depletion, you must purchase additional credits or subscribe to a paid plan.
- 3. **Subscription Plans.** *Starter*, *Professional*, and *Enterprise* tiers provide discounted credit pricing and additional features. Plans renew automatically each month until cancelled in your account settings.
- 4. Payment Processing. Payments are handled by Stripe. We never store full payment details.
- 5. **Non-Refundable Digital Content.** Credits are delivered immediately on purchase. By buying credits, you expressly consent to immediate fulfilment and waive any statutory withdrawal right once credits are issued.
- 6. **Chargebacks & Fraud.** We may deduct reversed or fraudulent transactions from your credit balance or future payouts.

5. AI Services & Third-Party Integrations

1. **AI Providers.** Agents may call OpenAI, Anthropic, Google Gemini, or other model APIs. Your prompts and context are transmitted to those providers under strict contractual confidentiality.

- 2. Tools & Credentials. Agents can integrate with Shopify, WordPress (via our official WordPress Onboarding Plugin), Telegram, Discord, calendars, or custom APIs. The plugin—available in the WordPress .org directory—enables one-click account creation and credential setup. Installing or using it constitutes acceptance of these Terms, the WordPress.org GPL licence, and any plugin-specific documentation. Credentials you supply are stored encrypted and can be revoked at any time.
- 3. **Third-Party Terms.** Your use of integrations is subject to the third-party provider's terms. You are solely responsible for complying with them.

6. Intellectual Property

- 1. **Platform IP.** The Site, Services, software, documentation, and Agents24x7 trademarks are owned by us or our licensors and protected by intellectual-property laws. No rights are granted except as expressly stated.
- Generated Output. Subject to payment of applicable fees and your compliance with these Terms, Agents24x7 assigns to you any intellectual-property rights it may have in the specific AI-generated outputs produced for you, except that we retain all rights in underlying models, workflows, and code.
- 3. **Builder Content.** Outputs generated by Public agents may include pre-authored text or third-party data. It is your responsibility to verify that such outputs are suitable and non-infringing for your intended use.

7. Disclaimers

- 1. **As-Is Service.** The Services and AI outputs are provided "as is" without warranties of any kind, express or implied, including merchantability, fitness for a particular purpose, accuracy, or non-infringement.
- 2. **No Professional Advice.** Outputs may contain errors. They do not constitute legal, medical, financial, or other professional advice.
- 3. **Agent Builder Disclaimer.** Agents24x7 hosts autonomous agents created by third-party Builders. We are not responsible for their prompts, behaviour, or consequences. Test agents in staging environments and monitor outputs before relying on them in production.
- 4. **Downtime.** We strive for 99.5 % uptime but occasional outages or maintenance may occur. Mission-critical processes should include human or alternative fail-safes.

8. Limitation of Liability

To the fullest extent permitted by law, Agents24x7 shall not be liable for indirect, incidental, special, punitive, or consequential damages, or loss of profits, data, or goodwill arising out of or related to the Services, even if advised of the possibility. Our aggregate liability shall not exceed the greater of (a) the total fees you paid to us in the three months preceding the claim or (b) one hundred US dollars (US \$100).

9. Indemnification

You agree to indemnify, defend, and hold harmless Codpal Limited, its directors, officers, employees, and affiliates from any third-party claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to (a) your breach of these Terms, (b) your misuse of the Services, (c) User Content you submit, or (d) your violation of any law or third-party right.

10. Term & Termination

- 1. **Term.** These Terms apply from account creation until terminated.
- By You. You may close your account at any time via the dashboard. Deleting your account permanently removes stored credentials, personal data (subject to legal retention requirements), and unused credits.
- 3. **By Us.** We may suspend or terminate your access immediately for material breach, legal risk, or security threat.
- 4. **Effect.** Upon termination, licences granted hereunder cease and you must cease using the Services. Sections 3–9, 11–13 survive termination.

11. Governing Law & Dispute Resolution

These Terms and any dispute arising from them are governed by the laws of the **Republic of Cyprus**, without regard to conflict-of-law principles. The courts of **Nicosia**, **Cyprus**, have exclusive jurisdiction, unless mandatory consumer-protection laws provide otherwise.

12. Changes to Terms

We may revise these Terms from time to time. Material changes will be notified via email or in-app banner at least 14 days before they take effect. Your continued use after that date constitutes acceptance.

13. Miscellaneous

- Affiliate Program. If you choose to participate in the Agents24x7 Affiliate Program, your
 participation is additionally governed by our Affiliate Terms & Conditions. In the event of conflict,
 the Affiliate Terms prevail solely for matters relating to referral activities.
- 2. Marketing Communications. During account registration you may choose to opt in to receive our newsletter and promotional updates. Marketing emails are sent only with your explicit consent and you may withdraw that consent at any time by clicking the unsubscribe link in the message or adjusting your preferences in the dashboard. Transactional or service-related emails (e.g., password resets, billing notices) will be sent regardless of marketing consent.

15. Contact

- 1. **Entire Agreement.** These Terms constitute the entire agreement between you and us regarding the Services, superseding all prior agreements.
- 2. **Severability.** If any provision is unenforceable, the remainder remains in effect.
- 3. **No Waiver.** Failure to enforce a provision is not a waiver of future enforcement.
- 4. **Assignment.** You may not assign rights or obligations without our prior written consent. We may assign in connection with a merger, acquisition, or sale of assets.
- 5. **Force Majeure.** Neither party is liable for delays caused by events beyond reasonable control (e.g., natural disaster, war, internet outage).

14. Contact

Questions or concerns? Email **legal@agents24x7.com** or write to: Codpal Limited, Florinis 7, Greg Tower, 2nd Floor, 1065 Nicosia, Cyprus.

By using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use.