

The Pending Agency

Terms of Use

Last Updated: June 2026

1. Subject Matter

1.1 About 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.

The Platform serves two groups of users and helps both sides of the creative industry work better together.

For managers, bookers, and casting professionals, core features include:

- Talent Finder — AI-assisted search and discovery of artists and creatives.
- Roster — Your managed talent list, including private notes, lists, and manual profiles you create for artists not registered on the Platform.
- Jobs — Post standalone job openings and casting calls, or create jobs within Projects for structured multi-role castings.
- Spotty — AI assistant accessible via the Platform interface or email, capable of performing actions within the Platform on your behalf.
- Project Manager — Organise jobs under Projects for team collaboration, automated applicant transfer to Roster, and structured casting workflows.

For artists and creatives, core features include:

- Job Finder — AI-powered discovery of jobs and casting calls matching your skills, location, and portfolio.
- Application Assistant — AI-powered tool that auto-fills application forms and generates cover letters based on your portfolio.
- Pocket CRM — Manage your client contacts and pipeline, including Client Finder, an AI-powered tool that identifies potential new clients based on your profile.
- Spotty — AI assistant for artists, accessible via the Platform interface or email, supporting job discovery, application drafting, and career management.

1.2 Ownership and Operation

The Pending Agency is hosted and owned by The Pending GmbH. The Platform is accessible via web application, mobile application, or both. Use may be free or paid depending on your chosen subscription tier (Free, Light, Core, or Professional).

1.3 Scope of These Terms

These Terms govern the relationship between you (the user) and The Pending GmbH. They apply to all features of the Platform. By registering or continuing to use the Platform, you agree to these Terms in full.

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 requires you to provide accurate personal information and agree to these Terms.

2.2 Account Creation

The contractual relationship begins once The Pending GmbH confirms your registration. You may register directly or via supported social login providers (Google, Apple, Microsoft). All registration data must be truthful, current, and complete.

2.3 Account Security

- Keep your login credentials confidential.
- You are responsible for all activity under your account.
- If you suspect unauthorized use, notify us immediately at info@thepending.app and reset your credentials.

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 Talent Finder

Our AI-powered search allows you to discover artists and creatives using filters and natural language queries. We strive to keep information accurate but cannot guarantee the completeness, reliability, or suitability of profiles listed.

3.2 Roster

Your Roster is your managed talent list. You can add registered Platform artists, create manual profiles for artists not yet on the Platform, and annotate profiles with private notes, lists, and comments for internal reference only. Sharing private or confidential information about artists without their consent is prohibited.

3.3 Jobs and Project Manager

You can post job openings and casting calls either as standalone Jobs or within a Project. Standalone Jobs are suitable for single-role or one-off castings. Projects allow you to group multiple Jobs together, enabling team collaboration, structured workflows, and automatic transfer of accepted applicants to your Roster. In both cases you can manage incoming applications, communicate with candidates, and automate acceptance, rejection, or follow-up messages. You remain responsible for all content you publish, including compliance with applicable employment laws, privacy regulations, and anti-discrimination rules in your jurisdiction.

3.4 Spotty (AI Assistant)

Spotty is an AI assistant that can operate within the Platform on your behalf — via in-app chat or by email sent to your unique Spotty inbox address. Spotty can perform actions such as reviewing applications, updating roster entries, or sending messages. You are responsible for reviewing any actions Spotty takes on your behalf. The Pending GmbH is not liable for errors resulting from ambiguous or incomplete instructions provided to Spotty.

3.5 Roster and Manual Profiles

You may maintain a roster of artists, including artists registered on the Platform and manual profiles you create for third parties (e.g., scouted artists not yet on the Platform). When creating manual profiles, you are responsible for ensuring you have a lawful basis under applicable data protection law for processing that person's data. See Section 9 (Data Processing) for further details.

3.6 Respectful and Lawful Use

You must use the Platform in compliance with all applicable laws. You agree not to:

- Post defamatory, offensive, pornographic, extremist, or unlawful content.
- Infringe the intellectual property rights of third parties.
- Harass, threaten, or violate the rights of others.
- Transmit viruses, harmful code, or otherwise interfere with the Platform.
- Use the Platform to collect or process personal data in ways not permitted by applicable law.

3.7 Availability and Modifications

While we aim to keep the Platform continuously accessible, we may need to perform maintenance that temporarily restricts access. We may modify or replace features for compliance, security, or technical reasons, and will provide notice of major changes.

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. By submitting User Content, you grant The Pending GmbH a non-exclusive, worldwide, royalty-free license to store, display, and process your content as needed to provide the Service. This license ends when you delete the content or close your account, except where retention is required by law.

4.2 Third-Party Rights

You must ensure you hold all necessary rights and permissions for content you upload. You agree to indemnify and hold harmless The Pending GmbH from any third-party claims arising from your User Content.

4.3 Platform Rights

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

5. Subscription Tiers and Payment

5.1 Subscription Plans

The Platform is available under subscription plans (Free, Light, Core, Professional, Pioneer) and add-ons (Teams, Credit Packs). Current pricing, features, and limits for each plan are described on the Platform at „Plans & Billing“ and may be updated with notice.

5.2 Payment

Payment is processed via Stripe. By subscribing, you authorize recurring charges at the rate of your chosen plan. All prices are net of applicable VAT where required. Payment details are managed by Stripe and are not stored on our servers.

5.3 Default in Payment

If fees are not paid when due, The Pending GmbH may suspend or downgrade your account. Suspension does not relieve you of payment obligations already incurred.

5.4 Refunds

You may request a full refund within 14 days of your initial purchase or renewal without providing a reason. To request a refund, contact us at info@thepending.app with your account email and order reference. Refunds are processed via Paddle, our Merchant of Record, and are typically credited within 5–10 business days. This right does not apply where a refund is excluded by applicable mandatory law or where the service has been fully consumed within the 14-day window.

6. Term and Termination

6.1 Term

Your agreement continues indefinitely unless you choose a fixed-term subscription or either party terminates.

6.2 Termination by You

You may cancel your subscription or close your account at any time via the Platform settings or by contacting us. Refunds are subject to Section 5.4 of these Terms.

6.3 Termination by The Pending GmbH

We may terminate or suspend your access immediately if you materially breach these Terms, misuse the Platform for unlawful activities, or fail to pay applicable fees.

6.4 Data Upon Termination

Upon account closure, your data will be deleted or anonymized in accordance with our Privacy Policy and applicable retention obligations. Some data may be retained for legal compliance or dispute resolution purposes.

7. Liability and Indemnification

7.1 Limitations

The Pending GmbH is not liable for:

- The accuracy, completeness, or suitability of artist profiles or user-generated content.
- The outcome of projects, castings, or hiring decisions made using the Platform.
- Indirect or consequential damages, such as lost profits or data loss, unless caused by intentional or grossly negligent conduct.

7.2 Exceptions

Nothing in these Terms excludes or limits liability for intentional misconduct, gross negligence, injury to life or health, or other liability that cannot be lawfully excluded.

7.3 Indemnification

You agree to indemnify The Pending GmbH against third-party claims arising from your use of the Platform, including claims related to content you post, data you process, or actions you or Spotty take on your behalf.

8. AI Features and Automated Processing

The Platform uses AI across both sides of the Platform. For managers: talent search (Talent Finder), application scoring and analysis, and the Spotty assistant. For artists: job matching (Job Finder), application drafting (Application Assistant), client discovery (Client Finder), and the Spotty assistant. AI-generated results are provided as tools to support your decision-making and do not constitute binding assessments or recommendations.

Where AI features influence how artist profiles appear in search results or how applications are ranked, this is disclosed in the Platform. You retain full discretion over all hiring or booking decisions. If you disagree with an AI-generated result, you may request a manual review by contacting us.

Your use of AI features is governed by our Privacy Policy, which explains what data is processed, by which models, and on what legal basis.

9. Data Processing and Responsibility

9.1 The Pending GmbH as Platform Provider

The Pending GmbH operates the Platform as a technical infrastructure provider. We process personal data necessary to deliver the Service as described in our Privacy Policy. Where The Pending GmbH determines the purposes and means of data processing (e.g., account management, platform security, AI features included in your subscription), we act as the Data Controller under Article 4(7) GDPR.

9.2 You as Data Controller for Your Contacts and Applicants

When you use the Platform to process personal data of third parties — including applicants who apply to your job postings, artists you add to your Roster, manual profiles you create, and contacts you manage in the Platform — you act as an independent Data Controller (or, in some cases, a Joint Controller) for that data under GDPR.

As the Data Controller for your contacts and applicants, you are responsible for:

- Ensuring you have a lawful basis under GDPR Article 6 (and, where applicable, Article 9) for collecting and processing their personal data.
- Providing applicants and contacts with the required transparency information (e.g., a privacy notice at the point of data collection, such as within your job posting or application form) explaining who is processing their data, for what purpose, and what their rights are.
- Complying with all applicable data protection laws in your jurisdiction, including rules on data retention, deletion, and responding to data subject rights requests.
- Ensuring that any custom application forms you create on the Platform do not collect personal data beyond what is necessary for the stated purpose, and that any special category data (e.g., health information, nationality) is collected only with explicit consent where required.

9.3 Data Processing Agreement

To the extent that The Pending GmbH processes personal data of your applicants, roster contacts, or manual profiles on your behalf as a Data Processor under Article 28 GDPR, the following applies:

- The Pending GmbH processes such data exclusively on your documented instructions (i.e., the actions you take or direct Spotty to take within the Platform).
- We implement appropriate technical and organizational measures to protect the data, as described in our Privacy Policy and security documentation.
- We will not use applicant or contact data you process via the Platform for any purpose other than providing the Service to you.
- We will assist you, where technically possible, in responding to data subject rights requests relating to data you control.
- We will notify you without undue delay if we become aware of a data breach affecting personal data processed on your behalf.
- We engage sub-processors (listed in our Privacy Policy and Sub-Processor List) subject to data processing agreements that impose equivalent obligations. By accepting these Terms, you authorize The Pending GmbH to engage those sub-processors.
- Upon termination or request, we will delete or return personal data processed on your behalf, subject to applicable legal retention requirements.

This Section 9.3 constitutes the Data Processing Agreement between you (as Controller) and The Pending GmbH (as Processor) required under Article 28 GDPR for the processing activities described above. Annex I: Subject matter and duration of processing — the processing of personal data of your applicants, roster entries, manual profiles, and contacts for the duration of your account. Annex II: Technical and organizational security measures — as described in our Privacy Policy.

9.4 Applicant Consent and Transparency

If you collect personal data from applicants through the Platform (e.g., via application forms), you are responsible for ensuring that applicants are informed about the processing of their data before or at the point of collection. The Pending GmbH provides you with tools (e.g., custom form fields, job posting descriptions) to communicate this information. We do not provide a standardized privacy notice to applicants on your behalf — this is your responsibility as the Data Controller. By publishing a job posting or casting call on the Platform, you confirm that you have a lawful basis for processing any personal data received in response, and that you will provide applicants with the required transparency information.

You must include a data protection notice in your job postings or application forms, referencing your own privacy policy and explaining that applications will be managed via The Pending Agency platform. A template notice is available in the Platform footer and account settings.

9.5 Special Category Data

If your application forms or roster profiles collect special category data under Article 9 GDPR (e.g., health information, gender identity, citizenship, physical characteristics, biometric data), you must ensure you have a valid legal basis under Article 9(2) GDPR before collecting such data — typically explicit consent from the data subject. The Platform provides fields for this type of data as a technical capability; whether and how you use those fields, and ensuring the required legal basis exists, is your sole responsibility. You may not use custom form fields to collect special category data without first obtaining explicit, specific consent from the applicant for that purpose.

10. Governing Law and Dispute Resolution

10.1 Governing Law

These Terms and any related claims shall be governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

10.2 Jurisdiction

Where legally permissible, disputes shall be subject to the exclusive jurisdiction of the competent courts in Berlin, Germany.

10.3 EU Online Dispute Resolution

The European Commission provides an ODR platform at <http://ec.europa.eu/consumers/odr/>. We are neither obligated nor willing to participate in dispute resolution before a consumer arbitration board.

11. Final Provisions

11.1 Entire Agreement

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

11.2 Changes

We may update these Terms. We will notify you by email or in-platform notice. Continued use after the effective date constitutes acceptance of the revised Terms.

11.3 Minimum Age

The Platform is intended for professional use by adults aged 18 and over. If you are under 18, you are not permitted to use the Platform.

11.4 Severability

If any provision is found invalid or unenforceable, the remaining provisions remain in full effect.

11.5 Language

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

Contact

The Pending GmbH

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