

# Refund Policy

Effective date: to be set on publication. This policy covers all paid products on The Pending Agency platform — subscriptions, yearly plans, one-time credit packs, and add-ons. Prices in EUR. Payments are processed by Paddle.com Market Limited, acting as Merchant of Record for all purchases.

**Relationship to Paddle's Buyer Terms** — Because Paddle is the Merchant of Record, Paddle's Checkout Buyer Terms govern your purchase and prevail in the event of any conflict. This policy describes how The Pending Agency applies and supplements those terms; it never restricts the rights Paddle grants you.

## 1. 14-Day Refund Guarantee

**Every customer — consumer or business, EEA-resident or not — may request a full refund within 14 days of purchase, with no exceptions and no conditions.** This applies regardless of whether you have started using the platform. To request it, contact support (section 5) or use the refund option at checkout.

**Value adjustment for consumed credits** — The 14-day right to withdraw is unconditional. Where you have expressly asked us to begin the service before the 14-day period ends and have consumed PEN credits, a refund may be reduced by the value of the credits actually consumed, in proportion to the total purchased. This reflects the value of the service already provided (EU Consumer Rights Directive 2011/83/EU, Art. 14(3)) and is not a condition on, or waiver of, your right to withdraw. If no credits were consumed, the refund is full.

*Example* — A €50 credit pack of 1,000 credits, withdrawn on day 10 after 200 credits were used → refund of €50 – (€50 × 200/1,000) = €40.

## 2. Refund Rules by Product

### 2a. Monthly Subscriptions

Situation	Refund Outcome	How
Within 14 days, no credits used	Full refund	Contact support — issued within 5 business days
Within 14 days, credits consumed	Full refund minus value of consumed credits	Contact support — value adjustment per section 1
After 14 days, any point in billing cycle	No refund for current period	Cancel via Customer Portal; access continues to period end
Renewal you forgot to cancel	Goodwill one-time refund if unused that cycle	Contact support within 48 hours of charge

Canceling via the Paddle Customer Portal stops future charges but does not by itself refund the current period beyond the 14-day window. Access continues until the period ends.

### 2b. Yearly Subscriptions

Situation	Refund Outcome	How
Within 14 days, no credits used	Full refund	Contact support — within 5 business days

Situation	Refund Outcome	How
Within 14 days, credits consumed	Full refund minus value of consumed credits	Contact support — value adjustment per section 1
15–60 days (early cancellation)	Pro-rated for remaining months, minus €10 fee	Contact support — case by case
After 60 days	No refund; cancel to stop auto-renewal	Cancel via Customer Portal

Pro-rated calculation (after the 14-day window):  $(\text{annual price} \div 12) \times \text{remaining full months}$ . Partial months not refunded.  
 Example: Professional Yearly (€767.88/yr), cancelled after 3 months  $\rightarrow (\text{€767.88} \div 12) \times 9 = \text{€575.91}$ , minus the €10 fee.

## 2c. One-Time Credit Packs

Situation	Refund Outcome	How
Within 14 days, zero credits consumed	Full refund	Contact support within 14 days
Within 14 days, some credits consumed	Full refund minus value of consumed credits ( $\text{price} \times \text{used} \div \text{total}$ )	Contact support; verified via usage logs
After 14 days	No refund	Credits never expire — carry over indefinitely
Technical error deducted credits without service	Full restoration or refund	Contact support with error description

Purchased credits are consumed before plan pens (FIFO). Credits are “consumed” only when actually deducted, not at purchase. They never expire.

## 2d. Teams Add-On

Follows monthly subscription rules (section 2a), including the 14-day guarantee. Cancelling removes co-admin seat access at period end. Not refunded separately from the main subscription after the 14-day window.

## 3. Non-Discretionary Refunds

Always eligible for a full refund regardless of usage, timing, or product type. No discretion — these are guaranteed, and apply in addition to the 14-day guarantee in section 1.

- **Double / duplicate charge** — duplicate charges refunded in full within 3 business days.
- **Charged the wrong amount** — difference refunded if the charge doesn’t match the advertised price.
- **Service not delivered** — full refund or credit restoration if a subscription was never activated or credits never added.
- **Extended platform outage** — pro-rated credit or refund for outages exceeding 48 consecutive hours.
- **Unauthorized charge** — contact us immediately; we work with Paddle to reverse the charge and secure your account.
- **Technical credit error** — credits restored in full if a bug deducted them without completing the AI operation.

## 4. What Is Not Refundable

*The following apply only after the 14-day guarantee window in section 1 has passed (except where noted).*

Situation	Reason
Value of PEN credits already consumed	AI compute is irreversible; only the consumed portion is non-refundable
Monthly subscription after 14 days	Cancel to stop future renewal
Yearly subscription after 60 days	Beyond early-cancellation window
Unused plan pens resetting at cycle end	Included in the subscription price
Downgrading mid-cycle	Proration handled by Paddle; no cash refund
Credit packs after 14 days (even if unused)	Credits never expire
Dissatisfaction with AI output quality	AI responses are non-deterministic
Account suspended for ToS violations	No refunds for policy-terminated accounts
Demonstrable abuse of the refund right	Repeated bad-faith purchase-consume-refund cycles (see note)

Anti-abuse note — The 14-day guarantee is offered in good faith. Where an account shows a deliberate, repeated pattern of purchasing, consuming a substantial share of credits, then withdrawing — such that the refund right is used to obtain free AI compute — we reserve the right to decline further discretionary refunds and to apply the value adjustment in section 1. This does not affect statutory rights or any single, genuine withdrawal.

## 5. How to Request a Refund

1. Email [support@thepending.app](mailto:support@thepending.app) with subject “Refund Request — [your account email]”.
2. Include your registered email, purchase date, product purchased, and reason.
3. We respond within 3 business days. Approved refunds are processed in 5–10 business days to the original payment method via Paddle.

You may also request a refund directly through Paddle using the receipt link in your purchase confirmation email. Self-service cancellation (stops future charges) is available in the Paddle Customer Portal in your account settings.

## 6. Quick Reference

Product	≤14 days, unused	≤14 days, used	After 14 days
Monthly	Full refund	Full refund minus consumed credits	No refund; cancel to stop renewal
Yearly	Full refund	Full refund minus consumed credits	Pro-rated to 60d (–€10); none after
Credit pack	Full refund	Full refund minus consumed credits	No refund (credits don't expire)
Teams add-on	Full refund	Full refund minus consumed credits	No refund; cancel to stop renewal
Errors (sec. 3)	Full refund	Full refund	Full refund

## **7. Amendments & Governing Law**

The Pending GmbH (Arthur-Müller-Straße 24, 12487 Berlin), operating The Pending Agency, reserves the right to update this policy at any time. Changes are posted with an updated effective date; continued use constitutes acceptance. For active subscriptions, the prior policy applies until the next renewal.

This policy is governed by the laws of Germany. As Paddle is the Merchant of Record, Paddle's Checkout Buyer Terms also apply to your purchase. Unresolved disputes may be referred to the EU Online Dispute Resolution platform at [ec.europa.eu/consumers/odr](https://ec.europa.eu/consumers/odr).