

Verdent Terms of Use

Date of Last Revision: May 25, 2026

Verdent ("we" or "us") is your AI coding assistant. Our Services are currently open to the public. By accessing or using our website, programs, tools and the Services we provide — including but not limited to the Verdent desktop app, the Verdent for VS Code extension, and the Verdent JetBrains plugin (collectively, the "Services"), you ("you" or "user") agree to be bound by these Terms of Use ("Terms") and our Privacy Policy. Please read these Terms carefully before using our Services.

Certain features, products, or services made available through the Services may be subject to additional terms, policies, or guidelines ("Additional Terms"). These include, without limitation, the Publishing Terms, which apply when you use Verdent's publishing feature. By using those features, you agree to the applicable Additional Terms, which are incorporated into and form part of these Terms. If there is any conflict between these Terms and the applicable Additional Terms, the Additional Terms will control only with respect to the relevant feature, product, or service. If you do not agree to the applicable Additional Terms, you must not use that feature, product, or service, but you may continue to use other parts of the Services.

We reserve the right, at our sole discretion, to change or modify portions of these Terms at any time. If we make any material changes, we will maintain the most current version of these Terms on this page and indicate the date of the latest revision at the top of this page. You may read the latest effective version of these Terms by visiting the "VERDENT'S TERMS OF USE" link on this website. All changes will take effect upon posting, and your continued access to or use of the Services constitutes your acceptance of such changes. If you do not agree to comply with these or any future Terms, you acknowledge that you will not access, browse, or use (or continue to access, browse, or use) the Services.

1. ACCESS TO OUR SERVICES

Account Registration: Verdent collects identifiers, such as your username and email address, when you sign up for a Verdent account or to receive information about our Services. You are solely responsible for maintaining the confidentiality of your account and password and for all activities that occur under your account.

Your Responsibility: It is your responsibility to make any and all arrangements necessary in order to access our Services.

2. AGE AND ELIGIBILITY

You must be at least 18 years old or the age of majority in your jurisdiction. By accepting these Terms, you confirm that:

- you have reached the age of majority in your jurisdiction;
- you have not been banned or suspended from using the Services before;
- your account registration and use of the Services comply with all applicable laws and regulations.

3. USE RESTRICTIONS

Except and only to the extent that such restrictions are not permitted by applicable law, you will not:

- use the Services to develop models that compete with the Services;
- attempt to reverse engineer, extract, or copy any components of the Services, including underlying data or models (such as parameter weights);
- remove any proprietary notices from the Services;
- crawl, scrape, or otherwise harvest data or information from our Services;
- generate or distribute content that facilitates spam, phishing, or malware, or abuse of, harm to, interference with, or disruption to Verdent's or others' infrastructure or services;
- infringe, misappropriate, or violate intellectual property or other legal rights;
- violate any applicable laws, regulations, or the internal policies of your organization or entity (if any).

4. AVAILABILITY AND MODIFICATION OF THE SERVICES

Availability of the Services: While we try to ensure that our Services are available for your use, we do not guarantee that our Services are available at all times nor do we guarantee that your use of our Services will be uninterrupted. We will not be liable to you in any way if our Services (or any part of it) are unavailable at any time and for any period.

Changes to our Services: Access to our Services is provided to you "as-is" and on an "as available" basis. We may alter, suspend or discontinue our Services (or any part thereof) at any time and without prior notice. Your continued use of the Services after such changes will be deemed acceptance of the adjusted Services.

5. PAYMENT

Paid Services: Certain features of the Services may require you to pay fees (all fees are inclusive of taxes). Before you are charged any fees, you will have the opportunity to review and accept the fees to be charged. We reserve the right to change service fees, and if we do so, we will provide notice of the changes prior to their effective date through the user interface of the Services, pop-up notifications, emails, or other reasonable means as determined by us. If you continue to use the Services after the fee changes take effect, you agree to pay the updated fees.

Subscription, Renewal, and Cancellation: The Services may include certain subscription-based plans with recurring periodic fees ("Subscription Services"). Your subscription will automatically renew at the subscription term frequency stated on the subscription page (monthly if not specified) and at the then-current rates. You authorize us or our third-party payment processors to automatically charge all accrued fees on or before the payment due date until you cancel the Subscription Services. To avoid future subscription charges, you must cancel your subscription at least three (3) days before the renewal date of the subscription term. You may cancel the Subscription Services using the cancellation feature provided on the subscription page or by contacting us at hi@verdent.ai. After you cancel any subscription, you will continue to have access to the Subscription Services until the end of the paid subscription term.

Payment Processing: To facilitate payment for the Services, whether via bank account, credit card, or debit card, we use Stripe, Inc. and its affiliates ("Stripe"), a third-party payment processor. These payment processing services are provided by Stripe and are subject to the Stripe terms and conditions and other policies available at <https://stripe.com/legal> and Stripe's Global Privacy Policy available at: <https://stripe.com/privacy> (collectively, the "Stripe Agreements"). By agreeing to these Terms of Service, users that use the payment functions of the Services also agree to be bound by the Stripe Agreements, as may be modified by Stripe from time to time. You hereby authorize Stripe to store and continue billing your specified payment method, including after its expiration, to avoid interruptions in payment for your use of the Services. Please contact Stripe for more information. Verdent assumes no liability or responsibility for any payments you make through the Services.

Refunds and Cancellations: Payments made by you hereunder are final and non-refundable, unless otherwise agreed between you and Verdent.

6. RIGHTS TO INFORMATION

Input and Output: You may be allowed to submit text, documents, or other materials and content to our Services for processing ("Input"). Our Services may then generate a response based on your Input ("Output", Output together with Input: "Information").

Rights to Input: You represent and warrant that you own or have obtained all rights, licenses, consents, permissions, and/or authorizations necessary to submit the Input and to use (and permit us to use) such Input in connection with the Services. You are solely responsible for all Input you submit to or use in our Services. You are specifically responsible for ensuring that your Input and the manner in which it was obtained does not violate any third-party rights or applicable laws. We may ask for your consent to use your Input to train the artificial intelligence models used for or in the provision of our Services to improve their performance. By providing such consent, at your sole discretion, you grant us a non-exclusive, irrevocable, perpetual, worldwide, royalty-free license, with the right to sublicense, to access, host, cache, store, transmit, reproduce, distribute, modify, duplicate, adapt, translate and create derivative works of your Input to the extent required for the purpose of such training.

7. RELIABILITY OF OUTPUT

Our Services provide virtual assistant functions based on third-party software that are intended to support you in using our Services. However, artificial intelligence technology is inherently not fully reliable nor fully accurate, and its results are not predictable, and thus, Output generated by our Services may not be as intended. We assume no responsibility for the Output. No obligations arise from Output of our Services. Furthermore, no individual agreements are made through communication or interaction with our Services. Any reliance you place on the Output provided by our Services is at your own risk. In this respect, you have a duty of care to independently review all the Information you submit and/or use, respectively, and to check its compliance with the terms. In particular, you acknowledge the following:

- Output may not always be accurate and may contain material inaccuracies even if it appears accurate because of its level of detail or specificity;
- you should not rely on any Output without independently confirming its accuracy;

- Output may not reflect correct, current, or complete Information;
- Output may contain content that is inconsistent with our views.

8. INTELLECTUAL PROPERTY

Each party retains ownership of intellectual property rights held prior to using the Services. No rights transfer or joint ownership arises from these Terms.

Service Content: Verdent retains all ownership and intellectual property rights in its models, parameters, algorithms, code, and framework structures of the Services. Without permission, you may not, in any manner, whether alone or in combination, use any trademarks, service marks, trade names, domain names, website names, logos, URLs, or other distinctive brand features related to the Services, including but not limited to "Verdent." You may not display, use, or apply for registration of any trademarks, domain names, or other identifiers related to the foregoing, nor may you, expressly or implicitly, represent to others that you have the right to display, use, or otherwise deal with such identifiers.

Complaints: If you believe that your intellectual property rights have been infringed, please contact us at hi@verdent.ai. We reserve the right to remove or restrict access to content that violates these Terms or is accused of infringement, and may terminate accounts of repeated infringers when necessary. Written notices of complaints must include the following information:

- a physical or electronic signature from the copyright owner or their authorized representative;
- a description of the infringed copyrighted work;
- the specific location of the alleged infringing material within the Services;
- your contact details;
- a good-faith statement that the disputed use lacks authorization from the copyright owner, their agent, or the law;
- a sworn statement (under penalty of perjury) confirming the accuracy of the information provided and your authority as the copyright owner or their representative.

9. THIRD-PARTY SERVICES

The Services may display, include, or provide optional third-party services, including but not limited to extensions and plugins that you may choose to install. Your access to and use of any Third-Party Services are subject to the user agreements, privacy policies, or other agreements you have entered into with such third parties. Verdent has no control over such Third-Party Services and makes no representations or warranties with respect to them. Verdent shall not be responsible or liable, whether directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any Third-Party Services.

10. LIABILITY

These Terms exclude or limit our liability arising out of the use of, or relating to, our Services to the extent that the law permits us to do so. We do not exclude liability that cannot be excluded or limited under the

applicable laws. You specifically understand that:

1. The Services and documentation are provided "as-is" without warranty of any kind, and we disclaim all warranties, express, implied, or statutory, including without limitation any implied warranties of title, non-infringement of third party rights, merchantability, or fitness for a particular purpose. No oral or written advice or consultation given by us, its agents or employees will in any way give rise to a warranty. The entire risk arising out of the use or performance of the Services remains with the recipient.

2. We shall not be liable for loss of use, lost profit, cost of cover, loss of data, business interruption, or any indirect, incidental, consequential, punitive, special, or exemplary damages arising out of or related to the Services or this agreement, however caused and regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, even if such parties have been advised of the possibility of such damages. In no event will our aggregate cumulative liability for any claims arising out of or related to this agreement exceed \$50.00 or the amount that the recipient actually paid to us under this agreement (if any).

You agree to indemnify, defend, and hold us, our affiliates, and our licensors (if any) harmless from and against any liabilities, damages, and expenses (including reasonable attorneys' fees) paid to any third party arising from your or any user of your account's violation of these Terms, your violation of any applicable laws, regulations, or third-party rights, your fraud or other unlawful conduct, or your willful misconduct or gross negligence, to the extent permitted by applicable law.

11. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of law principles. Any dispute arising out of or relating to these Terms shall be resolved through litigation in the state or federal courts located in the State of California in accordance with the rules of the State of California.

YOU AND VERDENT AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION, OR PROCEEDING.

12. TERMINATION

We may terminate your access to our Services at any time for any reason, including, but not limited to, a breach of these Terms, with or without cause or notice. Upon termination, your right to use our Services will immediately cease.

13. EXPORT AND TRADE CONTROLS

You must adhere to all applicable trade laws, including sanctions and export controls. The Services may not be used in, exported to, or used to benefit:

- U.S.-embargoed countries/territories;
- individuals or entities barred or restricted under trade laws.

You shall not use the Services for prohibited end uses or submit any Input that requires government export or release licenses.

14. CONTACT US

If you discover any violations of laws, regulations, or these Terms, or if you have any comments or suggestions regarding these Terms or the Services, you may contact us at: hi@verdent.ai.

15. MISCELLANEOUS

Failure to enforce any provision of these Terms shall not affect our right to enforce it at any other time, and our waiver of any breach or default of these Terms or any provision hereof shall not constitute a waiver of any subsequent breach or default, nor shall it constitute a waiver of the provision itself. If any part of these Terms is found to be invalid or unenforceable, the unenforceable portion shall be enforced to the maximum extent possible, and the remaining portions shall remain in full force and effect.

16. OTHER TERMS: JURISDICTION-SPECIFIC

We do not guarantee that the Services are available or will remain available in certain jurisdictions. The features or functionalities of the Services may also vary across different jurisdictions.

Nothing in these Terms shall limit any rights you may have under the mandatory laws of your place of residence, including but not limited to applicable data protection and consumer protection laws. We collect, use, and process personal data in accordance with our Privacy Policy. If you are located in the European Economic Area ("EEA"), the United Kingdom, Japan, or any other jurisdiction with specific data protection laws, we will process your personal data in compliance with applicable mandatory data protection laws, and provide you with any rights and protections required under such laws.