

**Terms of Use**  
**for U.S. Customers**

**Last Updated: October 9, 2025**

**1. Introduction**

- 1.1. These Terms of Use (the “**Terms**”), together with our Privacy Policy, govern your access to and use of the Lemondia website and platform available at <https://lemondia.com/us> (collectively, the “**Platform**”).
- 1.2. Lemondia Inc., a Delaware corporation, is the contracting entity for users located in the United States (“**Lemondia**,” “**we**,” “**us**,” or “**our**”).
- 1.3. Lemondia operates an online marketplace that connects companies seeking venues and related services (“**Customers**” or “**you**”) with independent providers offering those services (“**Suppliers**”). Suppliers may offer event venues, accommodation, catering, and other related services (collectively, “**Supplier Services**”).
- 1.4. By accessing or using the Platform, you agree to be bound by these Terms. If you do not agree, you must not use the Platform.
- 1.5. Lemondia may update or modify these Terms at any time, in its sole discretion. You are responsible for reviewing the Terms periodically for any changes. If a revision materially affects your rights or obligations, Lemondia may require you to expressly accept the updated Terms before continuing to access or use the Platform. Material changes will become effective upon such acceptance. All other changes will become effective upon their publication.

**2. Eligibility and Account Registration**

- 2.1. To access and use the Platform, you must register for an account (the “**Account**”). Only legal entities may register as Customers and book Supplier Services through the Platform. An authorized representative may create an Account directly with Lemondia by providing required information such as the company’s legal name, business address, contact details, and billing information. Alternatively, an Account may be registered by signing in through an authorized third-party provider (such as Google). If you choose to register through a third-party provider, you authorize Lemondia to access and use certain account information made available by that provider (such as your name and email address), subject to our Privacy Policy. When you register or use the Platform on behalf of a legal entity, you represent and warrant that you are authorized to bind that entity to these Terms.
- 2.2. When creating an Account, you agree to provide accurate, complete, and up-to-date company information, including legal name, business address, billing details, and any additional information we may reasonably request. You agree to keep this information current at all times.

- 2.3. You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your Account, whether done by you, your employees, affiliates, or any other authorized users. If you believe your Account has been compromised, please contact us immediately at [help@lemondia.com](mailto:help@lemondia.com).
- 2.4. Lemondia reserves the right to verify any Account information and may suspend, restrict, or remove Accounts that are incomplete, inaccurate, or suspected to be fraudulent or unauthorized.

### 3. **Booking and Payments; Taxes**

- 3.1. By clicking “Book” or any similar confirmation button, you are submitting a binding order for the Supplier Services (“**Order**”) and agree to pay the total price displayed at checkout, including any applicable taxes and fees. A contract for those Services is concluded directly between you (the Customer) and the Supplier once you receive a booking confirmation via the Platform and by email (the “**Acceptance**”). By submitting an Order, you agree to the terms of that contract, which includes these Terms; the Order details presented during checkout and in the confirmation; the Supplier’s cancellation policy; and any other rules, standards, policies, or requirements identified in the Supplier’s listing or communicated during the booking process. It is your responsibility to read and understand all such terms, rules, and requirements before submitting an Order.
- 3.2. When you submit an Order, you enter into a contract directly with the Supplier, not Lemondia. Supplier identification details (name, address, contact information) are displayed on the relevant Supplier’s page on the Platform.
- 3.3. Unless otherwise specified, a portion of the total price (the “**Deposit**”) is due at the time of making an Order. The remaining amount (the “**Balance**”) must be paid directly to the Supplier, in the manner and under the conditions established by the Supplier. The Deposit and Balance amounts are displayed during the booking process. Depending on your bank, additional fees may apply for cross-border or foreign currency transactions. Lemondia has no control over such charges. Please consult your bank for details.
- 3.4. Deposits may be paid by bank transfer based on an invoice (where your Account permits this method) or by online payment through Lemondia’s third-party payment processor (such as Stripe). Any transaction fees charged by the payment processor are included in the Deposit amount shown on the Platform.
- 3.5. You acknowledge and agree that Lemondia is not responsible for any payments or monetary transactions processed by third-party payment providers. All online payments are processed by the relevant provider (e.g., Stripe) subject to their terms of service, and your card or bank information is stored with them, not with Lemondia. Lemondia disclaims liability for issues related to such payment processing, including errors, delays, or failures. Lemondia may change its payment processors at any time without notice. Lemondia does not store or have access to payment card details.
- 3.6. Usage of the Platform is free of charge. However, Lemondia reserves the right to update its fee structure or introduce new fees for transactions at any time upon notice posted on the Platform.

- 3.7. Lemondia may be required to collect and remit transaction taxes in certain jurisdictions. Where Lemondia is required to charge and collect taxes (such as sales tax, VAT, GST, or occupancy taxes), those taxes will be added to the total amount due at checkout. After payment, the applicable tax amounts will be automatically deducted and remitted to the appropriate tax authority.

#### **4. Cancellations, Issues and Refunds**

- 4.1. The cancellation, refund, and no-show terms of the Supplier apply, as notified to you by the Supplier or disclosed in the Supplier's listing, during the booking process, or in your Order confirmation. By submitting an Order, you agree to be bound by those terms.
- 4.2. Any cancellation fees, refunds, rescheduling, service deficiencies, or other claims relating to Supplier Services are the sole responsibility of the Supplier. Customers must resolve such matters directly with the Supplier.
- 4.3. Lemondia does not provide Supplier Services and is not responsible for refunds, remedying performance issues, or otherwise fulfilling Supplier obligations under an accepted Order. The Deposit paid to Lemondia is collected on behalf of the Supplier and Lemondia shall not be obligated to repay the Deposit even if the Supplier Services are not provided.

#### **5. Lemondia's Role**

- 5.1. Lemondia operates the Platform as a marketplace for corporate event services. Lemondia does not provide, own, or control the Supplier Services listed on the Platform. Lemondia is solely the operator of the Platform, i.e., it ensures the technical operation of the Platform, administration, and operation of the system connecting Customers with Suppliers. Supplier identification details, pricing, availability, and conditions are provided by Suppliers, who remain solely responsible for their content and Supplier Services.
- 5.2. Lemondia proactively monitors listings on the Platform to help ensure Supplier compliance with these Terms. We also review and investigate reports of potential violations. In most cases, we work with Suppliers and Customers to address issues, but we may suspend or terminate Supplier or Customer Accounts in serious cases or where violations persist. If you suspect a violation of these Terms, please contact us at [help@lemondia.com](mailto:help@lemondia.com). Each report will be reviewed, and we will notify you of the outcome where appropriate.
- 5.3. Lemondia continually tests and develops new features to improve the Platform. Features may be added, removed, or tested with a subset of users. Where a feature materially differs from these Terms, we will explain such differences during the testing phase.

#### **6. Lemondia Platform Rules**

- 6.1. You must ensure that only authorized representatives of your company access and use the Account. If we reasonably believe that your Account is being used in violation of these Terms or applicable law, we may suspend or terminate your access to the Platform at our discretion.

- 6.2. As the Customer, you are responsible for ensuring compliance by all participants or attendees associated with your Order with these Terms and any Supplier rules or policies.
- 6.3. When using the Platform, you must not:
  - 6.3.1. Engage in fraudulent, abusive, or unlawful activity;
  - 6.3.2. Attempt to circumvent Lemondia's booking or payment processes (e.g., by arranging transactions outside the Platform);
  - 6.3.3. Misuse the Platform to harass, threaten, or harm Lemondia staff, Suppliers, or third parties;
  - 6.3.4. Attempt to interfere with or disrupt the operation or security of the Platform;
  - 6.3.5. Use or visit the Platform to build a competing product.

## 7. Intellectual Property

- 7.1. Lemondia has invested significant effort and resources in developing and maintaining its intellectual property, including the Platform, its software, features, functionality, design, user interface, trademarks, logos, databases, compilations, documentation, and other materials made available through the Platform ("**Lemondia Intellectual Property**"). All rights, title, and interest in and to Lemondia Intellectual Property remain the exclusive property of Lemondia and/or its licensors.
- 7.2. Subject to your compliance with these Terms, Lemondia grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform and Lemondia Intellectual Property solely for your internal business purposes of browsing listings and making Orders. No rights are granted except as expressly set forth in these Terms.
- 7.3. Except as permitted by law or expressly authorized in writing by Lemondia, you may not:
  - 7.3.1. copy, modify, adapt, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, or otherwise exploit Lemondia Intellectual Property;
  - 7.3.2. remove, obscure, or alter any copyright, trademark, or other proprietary notices;
  - 7.3.3. reverse engineer, decompile, or otherwise attempt to derive source code from the Platform;
  - 7.3.4. circumvent or interfere with any technical protections or restrictions associated with the Platform.
- 7.4. If you provide Lemondia with suggestions, recommendations, or other feedback regarding the Platform or Lemondia's services, you acknowledge that such feedback is non-confidential and that Lemondia is free to use, implement, and incorporate such feedback without restriction or compensation to you and that you will gain no rights to the Lemondia Intellectual Property based on such use.

- 7.5. By uploading or sharing any content (such as text or images) on the Platform (“**User Content**”), you grant Lemondia a non-exclusive, worldwide, royalty-free, transferable, irrevocable, and sublicensable license to use, modify, display, distribute, and promote that content in connection with operating and improving the Platform. You keep ownership of your User Content and are solely responsible for ensuring it does not violate any law or third-party rights. Lemondia may remove or disable any content at its discretion.

## **8. Third-Party Services**

The Platform may contain links to or integrations with third-party websites, applications, services, or resources (“**Third-Party Services**”), including payment processors and other service providers. Third-Party Services are governed by their own terms and privacy policies, which may differ from ours. Lemondia does not control and is not responsible or liable for the availability, accuracy, legality, or performance of any Third-Party Services. The inclusion of any link or integration does not constitute or imply an endorsement by Lemondia. Your use of Third-Party Services is at your own risk, and you should review the applicable terms and policies of those providers before using their services.

## **9. Term, Termination, and Suspension of Account**

- 9.1. The agreement between you (the Customer) and Lemondia reflected by these Terms becomes effective when you first access the Platform (including by creating an Account) and remains in effect until terminated by either you or Lemondia in accordance with these Terms.
- 9.2. A Customer may terminate these Terms at any time by sending written notice to Lemondia at [help@lemondia.com](mailto:help@lemondia.com) or by requesting Account deletion through the Platform (if available). Termination does not affect any Orders already confirmed with Suppliers, which remain governed by the applicable Supplier terms, including cancellation and refund policies.
- 9.3. Lemondia may suspend, restrict, or terminate your access to the Platform or deactivate your Account immediately and without prior notice if you materially breach these Terms, violate applicable law, engage in fraud or abuse, or if such action is necessary to protect Lemondia, Suppliers, or third parties. Any accepted Orders will remain governed by the agreement between you and the applicable Supplier. Where reasonable, we may provide you with notice of the action and the reasons for it, except where doing so would violate applicable law, or frustrate or prevent the detection or prevention of fraud or other unlawful activities. If you believe an Account was deactivated without justification, please contact us at [help@lemondia.com](mailto:help@lemondia.com).
- 9.4. Upon termination of your Account, all rights to access the Platform immediately cease, and any provisions of these Terms that, by their nature, are intended to survive termination (including provisions on intellectual property, limitations of liability, disclaimers, indemnification, governing law, and dispute resolution) will remain in effect.

## **10. Disclaimer of Warranties**

- 10.1. THE PLATFORM AND SERVICES, INCLUDING ALL CONTENT, FEATURES, FUNCTIONALITY, AND MATERIALS MADE AVAILABLE THROUGH THE PLATFORM, ARE PROVIDED ON AN “AS

IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LEMONDIS DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AS WELL AS WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

- 10.2. LEMONDIS MAKES NO WARRANTY THAT THE PLATFORM OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY INFORMATION, CONTENT, OR RESULTS OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, COMPLETE, OR RELIABLE. LEMONDIS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY SUPPLIER SERVICES OFFERED OR PROVIDED BY SUPPLIERS THROUGH THE PLATFORM, AND CUSTOMERS ACKNOWLEDGE THAT ALL ORDERS ARE MADE AT THEIR OWN RISK UNDER CONTRACTS DIRECTLY WITH SUPPLIERS.
- 10.3. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. LEMONDIS IS NOT RESPONSIBLE FOR ANY (I) LOSS OF DATA, (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR ACCOUNT, (III) FAILURE TO STORE OR MAINTAIN ACCOUNT OR BOOKING INFORMATION, OR (IV) DAMAGE TO YOUR SYSTEMS, DEVICES, OR NETWORKS ARISING FROM YOUR ACCESS TO OR USE OF THE PLATFORM.

## **11. Indemnification**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU (THE CUSTOMER) AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS LEMONDIS, ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE LEGAL AND ACCOUNTING FEES) ARISING OUT OF OR IN CONNECTION WITH: (I) YOUR BREACH OF THESE TERMS OR ANY POLICIES INCORPORATED BY REFERENCE; (II) YOUR USE OF THE PLATFORM OTHER THAN AS EXPRESSLY PERMITTED IN THESE TERMS; (III) YOUR ORDER OR USE OF SUPPLIER SERVICES, INCLUDING WITHOUT LIMITATION ANY INJURIES, LOSSES, OR DAMAGES OF ANY KIND SUFFERED BY YOUR EMPLOYEES, CONTRACTORS, OR GUESTS IN CONNECTION WITH AN EVENT OR VENUE BOOKED THROUGH THE PLATFORM; OR (IV) YOUR VIOLATION OF APPLICABLE LAWS, REGULATIONS, OR THIRD-PARTY RIGHTS (INCLUDING INTELLECTUAL PROPERTY, DATA PROTECTION, OR PRIVACY RIGHTS).

## **12. Limitation of Liability**

- 12.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LEMONDIS, ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONTRACTORS, AS WELL AS THIRD-PARTY PROVIDERS, SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, SERVICE INTERRUPTION, LOSS OF DATA, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT

(INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LEMONDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 12.2. YOU ACKNOWLEDGE THAT SUPPLIER SERVICES ARE PROVIDED SOLELY BY SUPPLIERS UNDER SEPARATE CONTRACTS BETWEEN YOU AND THE SUPPLIER. LEMONDIA DOES NOT PROVIDE, OWN, OR CONTROL SUPPLIER SERVICES AND SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, PERSONAL INJURY, OR OTHER CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE BOOKING, PERFORMANCE, OR USE OF SUPPLIER SERVICES.
- 12.3. WITHOUT LIMITING THE FOREGOING, LEMONDIA SHALL NOT BE LIABLE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH: (I) YOUR ACCESS TO, USE OF, OR INABILITY TO USE THE PLATFORM; (II) ERRORS, INACCURACIES, OR OMISSIONS IN SUPPLIER CONTENT; (III) UNAUTHORIZED ACCESS TO OR USE OF YOUR ACCOUNT OR DATA; (IV) COMMUNICATIONS, INTERACTIONS, OR DISPUTES BETWEEN YOU AND ANY SUPPLIER OR THIRD PARTY; OR (V) CANCELLATION, SUSPENSION, OR OTHER ENFORCEMENT MEASURES TAKEN BY LEMONDIA IN ACCORDANCE WITH THESE TERMS.
- 12.4. EXCEPT TO THE EXTENT ARISING FROM LEMONDIA'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, LEMONDIA'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS OR DISPUTES ARISING OUT OF OR RELATING TO THESE TERMS, THE PLATFORM, OR ANY ORDER SHALL NOT EXCEED USD 1,000.

### 13. **Miscellaneous**

- 13.1. **Entire Agreement.** These Terms, along with the Privacy Policy and any additional terms we may agree to from time to time or incorporated by reference, constitute the complete and exclusive agreement between you and us concerning your use of the Services.
- 13.2. **Assignment.** You may not assign or transfer these Terms, or your rights or obligations under them, without Lemondia's prior written consent. Any attempted assignment without such consent will be void. Lemondia may assign these Terms at any time without notice or your consent.
- 13.3. **Waiver.** Failure by either party to enforce any provision of these Terms shall not be deemed a waiver of its right to enforce that provision later. A waiver of any breach shall not be deemed a waiver of any subsequent breach. The exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.
- 13.4. **Severability.** If any provision of these Terms is found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.
- 13.5. **Governing Law and Jurisdiction.** These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict-of-law principles. You and Lemondia agree that the state and federal courts located in the State of Delaware shall have exclusive jurisdiction over any dispute, claim, or controversy arising out of or relating to these

Terms, your use of the Platform, or any Order. You consent to the personal jurisdiction of such courts and waive any objection based on forum non conveniens or venue. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AND LEMONDIA WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION.

- 13.6. **Modification or Discontinuation.** Lemondia may modify or discontinue the Platform or any part of it at any time, including by limiting or removing features or suspending access, temporarily or permanently, with or without notice. Lemondia shall not be liable for any modification, suspension, or discontinuation of the Platform.
- 13.7. **Electronic Communications.** By using the Platform, you consent to receive electronic communications from Lemondia as described in our Privacy Policy. You agree that any notices, disclosures, or other communications sent electronically satisfy any legal communication requirements, including that such communications be in writing.
- 13.8. **Contact Information.** If you have any questions about these Terms, please contact us at [help@lemondia.com](mailto:help@lemondia.com).