



Business Terms and Conditions for Lemonero Service

1. **PREAMBLE**

1.1. These Business Terms and Conditions define the legal relationship between the Provider and the User in relation to the use of the Service.

1.2. The following terms are defined as follows for the purpose hereof:

1.2.1. **Add-on** means extension or another form of the Service provision on third party platforms.

1.2.2. **Business Terms and Conditions** mean this document defining the legal relationship that follows from the use of the Service.

1.2.3. **Offer** means an offer for a business loan contract execution.

1.2.4. **Portal** means the web site of the Provider accessible on www.lemonero.nl.

1.2.5. **Provider** means Lemonero B.V., registered address: Westplein 12, 3016BM Rotterdam, registration number: RSIN 864285218, establishment number 000053320557 .

1.2.6. **User** means a businessman activating the Add-on by the procedure pursuant to Art. 2 of these Business Terms and Conditions.

1.2.7. **Scoring** means assessment of creditworthiness of the User by the Provider for the purpose of obtaining a loan from the Provider or for the purpose of an increase of an already received loan. All that in compliance with Art. 4 of these Business Terms and Conditions.

1.2.8. **Service** means the on-line digital platform for financing operated by LEMONERO and permitting the Scoring and subsequent negotiation and provision of a business loan for entrepreneurs, especially e-shop operators, which the User can use through the Add-on.

1.2.9. **Business Loan Contract** means a contract executed between the Provider and the Applicant with the subject of a business loan provision to the Applicant on the basis of the Scoring.

1.2.10. **Third Party** means the operator of the platform on which the User keeps data on the filled orders and other economic data.

1.2.11. **Applicant** means the User to whom the Provider delivers an Offer for a Business Loan Contract execution.

1.3. For the avoidance of doubt, these Business Terms and Conditions do not directly regulate the contractual relationship itself, the content of which is the granting of a business loan between the User as an applicant for the Loan and the Provider (i.e. between the borrower and the lender). This contractual relationship is defined and regulated by the Business Loan Contract.

2. **ADD-ON ACTIVATION**

- 2.1. For the purpose of obtaining a Loan from the Provider the user is entitled to ask for a Scoring through the Add-on activation.
- 2.2. The Add-on shall be activated at the moment of agreement with these Business Terms and Conditions and confirmation of the application for the Scoring via the relevant button on the Third Party portal, especially reading "ACTIVATE ADD-ON", "INSTALL", "ORDER ADD-ON", "ASSESS E-SHOP", "CREATE FINANCING OFFER" etc.

3. **SCORING AND CONTRACTING PROCESS**

- 3.1. The Scoring is performed as an analysis of economic indicators of the User and is based on the economic indicators made accessible by the User to the Provider following agreement herewith.
- 3.2. The Provider hereby agrees to perform the Scoring immediately after the agreement with the Business Terms and Conditions pursuant to section 2.2. and the provision of the relevant access.
- 3.3. After the Scoring performance the Provider hereby agrees to inform the Applicant whether any loan financing is accessible for them and if this is the case, to send the Applicant an Offer with information about the amount of the Loan offered. If the Applicant duly and timely accepts the Offer the actual Business Loan Contract is subsequently negotiated and executed.
- 3.4. The Scoring is performed throughout the period for which the Applicant has the Add-on activated according to the Business Terms and Conditions.
- 3.5. For the avoidance of doubt, the Parties may use for the contracting the Portal or another application of the Provider, which serves as an on-line platform for the actual contracting process between the Applicant and the Provider when negotiating and executing the Business Loan Contract. If the Applicant does not receive any Offer, then they have not met the relevant conditions of the evaluation of the application for a business loan filed by the Applicant.
- 3.6. In case Applicant is the business company then The Applicant furthermore agrees and acknowledges through a person acting on behalf of the Applicant that Applicant's managing director shall take - when executing the Business Loan Contract - personal liability (personal guarantee) for any obligation of the Applicant arising from the Business Loan Contract. In this connection the Applicant also agrees and acknowledges through a person acting on behalf of the Applicant to supply data of Applicant's managing director to BKR <https://www.bkr.nl/zakelijk/over-stichting-bkr/> when negotiating and executing the Business Loan Contract for giving advice to the Provider on the creditworthiness of the Applicant.

4. **ADD-ON DEACTIVATION**

- 4.1. If the Applicant is no longer interested in the periodic Scoring for the purpose of regular verification of their creditworthiness or for the purpose of obtaining better offers from the

Provider they can terminate the Scoring activity in the manner described in section 4.2 of these Business Terms and Conditions.

- 4.2. The User is entitled to deactivate the Add-on through the user interface of the Third Party Platforms through which the User has activated the Add-on; if the Third Party Platform does not allow this, the Add-on can be deactivated through an email sent to the Provider's address.
- 4.3. For the avoidance of doubt, in the case of a Business Loan Contract execution, it is not possible to deactivate the Add-on on certain Third Party Platforms.
- 4.4. Deactivation of the Add-on will terminate the Scoring and the contractual relationship governed by these Terms and Conditions, but not the contractual relationship under the Business Loan Contract. The deactivation of the Add-on shall not affect the rights and obligations of the parties which by their nature or under these Terms and Conditions are to continue after the termination of the contractual relationship.

5. **SPECIAL PROVISIONS CONCERNING THIRD PARTIES**

- 5.1. The Provider shall provide the Add-on to the User on their own account and responsibility. The third party in the environment of which the Add-on is accessible is not the provider of the Add-on and is not responsible for the Add-on or its content.
- 5.2. The User hereby acknowledges that, in relation to the Add-on, the Third Party is not obliged to provide any support or maintenance services and is not liable for the settlement of claims of the User or any third party in relation to the Provider and/or the Add-on operated by the Provider, whether arising from liability for defects, damages or violation of legal regulations, in particular in the field of personal data processing or other rights.
- 5.3. The Provider hereby grants the User a non-exclusive license (permit) for the use of the Add-on.
- 5.4. The Provider hereby agrees to provide the Add-on via the Internet with accessibility at least 99 % of all time of each calendar month.
- 5.5. The Add-on shall be considered accessible if available for due and smooth use for the given purpose without any fault or defect. The duration of the standard downtime or outages referred to in the following paragraph shall not be included in the total time for which the extent of availability is assessed.
- 5.6. The Provider is entitled to carry out downtime of the Add-on for the necessary period of time, especially at times that will limit the accessibility of the Add-on to the lowest possible extent.
- 5.7. The Provider hereby agrees to provide the User technical support via phone or e-mail contact. The contact data is specified in the Portal.
- 5.8. The Provider will respond to any inquiry sent by the User within 48 hours of receipt of such inquiry, through the communication channel through which the inquiry was raised.
- 5.9. The Provider further undertakes to ensure regular maintenance and updating of the Add-on and to carry out activities aimed at detecting defects in the Add-on. The Provider hereby agrees to remedy each detected defect within a deadline corresponding to the seriousness of the defect.
- 5.10. The User hereby acknowledges the fact that the Third Party shall not be responsible for the

Add-on defects.

- 5.11. The Provider shall also be liable for any damage or other loss resulting from a breach of its obligations arising from the provision of the Add-on to the User or from any contract concluded between the Provider and the User regarding the Add-on or the Services.
- 5.12. The User acknowledges that the Third Party shall not be liable for any legal or factual defects of the Add-on, nor shall it be liable for any damages or other harm resulting from any breach of the Provider's obligations arising from the provision of the Services or these Terms and Conditions. The third party shall neither be responsible for the level of accessibility of the Add-on, its current or future compatibility, nor for the correspondence of the description of the functionality of the Add-on with the actual functionality of the Add-on.
- 5.13. For the purpose of application of the rights following from defective supply the Provider's contact data are as follows: info@lemonero.nl.

6. **PERSONAL DATA PROTECTION AND COOKIES.**

- 6.1. The protection of personal data of Users (incl. individuals acting on behalf of Users), i.e. in cases we process personal data in the position of personal data controller, is defined in our [Privacy Policy](#).
- 6.2. The rules of use of "cookies", and the ways in which they are used can be found on <https://www.lemonero.nl/cookies>
- 6.3. In the case of the Scoring and for the purpose of the possible processing of personal data (unless the Third Party Platform can provide us with anonymized data), the processing agreement "[Conditions of Personal Data Processing](#)" shall be used.

7. **DISCLAIMER**

- 7.1. The Provider shall not be liable for damage caused by force majeure such as elemental or natural disasters, accidents, public telecommunication network failures, war or terrorist attacks, Portal interruptions caused by power cuts, server failures, etc. The Provider shall not be liable for damage caused by Add-on interruptions or interruptions on the side of service providers and for damage caused by actions necessary for the assurance of the Add-on operation (such as updates of individual Add-on elements, server configurations, etc.)
- 7.2. The Provider can make changes within the Add-on any time without prior notification.
- 7.3. The Provider shall not bear any responsibility for any damage that might be caused to the Users in connection with the Add-on use.
- 7.4. The Provider shall not be liable for the contents of the Portal or the Add-on belonging to the third parties that can be visited via the Portal. The Provider shall further not be liable for services provided by third party subjects, their quality, quantity or any consequences, and for rights and liabilities connected with these services, accessory to them etc.
- 7.5. The Provider shall also not be responsible for advertising or any other form of promotion carried out by any third party through the Add-on.

8. **CONDITIONS OF USE OF THE PORTAL**

- 8.1. The Conditions of Use of the Portal can be found [here](#).

9. FINAL PROVISIONS

- 9.1. The Provider is entitled to amend these Business Terms and Conditions. The amended Terms and Conditions will be published on the website of the Provider, or Portal or on Third Party portals and is effective after (one of these) publication(s). Between publication up and until 30 days thereafter the User has the right to refuse the new Business Terms and Conditions. If done so timely, the current Business Terms and Conditions will still stay applicable.
- 9.2. These Business Terms and Conditions and the relationships following from them shall be governed by Dutch Law.
- 9.3. The User undertakes to only provide accurate and correct information when activating the Add-on, using the Portal and in related communications. The User also undertakes not to interfere in any way with the functioning of the Service and the Add-on and not to act in a way that could cause damage to the Provider or Third Parties.
- 9.4. If any of the provisions hereof is found to be or becomes invalid, ineffective or unenforceable, then instead of the invalid provision a valid provision shall be used, the intention of which shall be as close as possible to the invalid provision. This is without prejudice to the validity, effectiveness and enforceability of the other provisions of these Business Terms and Conditions or the Business Terms and Conditions as a whole.
- 9.5. These Business Terms and Conditions are made in English. The User hereby agrees that where the Provider has a translation of the English language version of these Business Terms and Conditions done the translation shall be for information only and the English version shall always govern in the case of any discrepancy between the original Business Terms and Conditions and their translated version.
- 9.6. The Annex - [Conditions of Personal Data Processing](#) - forms an integral part hereof.
- 9.7. Contact data of the Provider: **Lemonero B.V.**, registered address: Westplein 12, 3016BM Rotterdam, e-mail: info@lemonero.nl.
- 9.8. These Business Terms and Conditions are effective as of October 13, 2022.