

# LUNJOE TERMS OF SERVICE

Effective Date: 2/2/25

## 1. Introduction and Acceptance

Lunjoe LLC (“Lunjoe,” “we,” “us,” or “our”) provides a platform for reserving premium seating at coffee shops through our website and mobile applications (collectively, the “Services”). By accessing or using our Services, you agree to comply with and be bound by these Terms of Service (the “Terms”). If you do not agree to these Terms, you must discontinue use immediately.

We reserve the right to modify these Terms at any time. Changes will be effective upon posting. Your continued use of the Services constitutes acceptance of the revised Terms.

## 2. Age Restrictions

- Our Services are NOT intended for children under 13.
- If we discover that we have collected data from a child under 13, we will delete it.
- By using our Services, you affirm that you are at least 13 years old.

## 3. License and Access

Lunjoe grants you a limited, non-exclusive, revocable, non-transferable license to access and use the Services for personal, non-commercial purposes.

You may not:

- Copy, modify, distribute, or sell any part of the Services.
- Use automated means (bots, scrapers) to access the Services.
- Reverse-engineer or decompile any part of the Services.
- Use the Services for any illegal, fraudulent, or abusive purpose.

## 4. User Accounts and Security

- You must provide accurate and complete registration information.
- You are responsible for maintaining the confidentiality of your account credentials.
- You must notify Lunjoe immediately of any unauthorized account access.

## 5. Reservations, Fees, and Payments

### 5.1. Fees

- Coffee shops using Lunjoe's platform agree to pay a \$1.00 fee per reservation.
- Payments will be processed through Stripe or another designated third-party processor.

### 5.2. Cancellations and Refunds

- If a reservation is canceled, the \$1.00 fee will be refunded to the coffee shop.
- Lunjoe is not responsible for disputes regarding refunds outside of its reservation fees.

### 5.3. Chargeback Policy

- Users agree that they will not initiate a chargeback request with their financial institution without first contacting Lunjoe to resolve the dispute.
- If a chargeback is initiated without following this procedure, Lunjoe reserves the right to suspend or terminate the user's account and pursue legal action.

## 6. Intellectual Property

- All content in the Services, including trademarks, software, text, and images, belongs to Lunjoe.
- Users may not use, copy, or modify any Lunjoe content without permission.

## Feedback and Suggestions:

- By submitting feedback to Lunjoe, you grant us a worldwide, perpetual, royalty-free license to use it.

## 7. Data Collection and Privacy

- Lunjoe collects and processes data in accordance with our [Privacy Policy].
- Lunjoe owns all customer data collected through the platform.
- Coffee shops may not use or resell Lunjoe's customer data for marketing or other purposes.
- Lunjoe uses third-party analytics tools, including session replays and heatmaps, to improve user experience.
- Lunjoe does not respond to Do Not Track (DNT) signals.

## 8. User Conduct and Prohibited Activities

### Users may NOT:

- Use the Services to harass, abuse, or harm others.
- Upload malware, viruses, or malicious code.
- Engage in fraudulent transactions or misrepresentations.
- Use scraping tools, bots, or other automated software to access or collect data from Lunjo.
- Impersonate another user, individual, or entity.
- Circumvent security features or disrupt the Services.

Lunjoe reserves the right to suspend or terminate accounts for any violation of these rules.

## 9. Limitation of Liability

### To the fullest extent permitted by law:

- Lunjoe is not responsible for damages caused by users or third parties.
- Lunjoe does not guarantee uninterrupted, error-free service.
- Lunjoe is not liable for indirect, incidental, or consequential damages.

**Maximum Liability:** If liability is established, Lunjoe's total liability is limited to the total fees paid to Lunjoe in the past three months.

## 10. Indemnification

You agree to indemnify and hold harmless Lunjoe from any claims, damages, or expenses arising from:

- Your use of the Services.
- Violations of these Terms.
- Third-party disputes involving your reservations or transactions.
- Legal claims, including attorney's fees, associated with your use of Lunjoe's platform.

#### 11. Termination and Suspension

Lunjoe may terminate or suspend your access if:

- You violate these Terms.
- Your continued use poses risk or harm to Lunjoe's reputation or operations.

You may terminate your account by contacting [legal@lunjoe.com](mailto:legal@lunjoe.com).

#### 12. Governing Law and Dispute Resolution

- These Terms are governed by the laws of Kentucky, without regard to conflict of laws principles.
- Any disputes shall be resolved through binding arbitration in Louisville, Kentucky, under the American Arbitration Association (AAA) rules.
- No class actions are allowed— all disputes must be handled individually.
- Each party waives the right to a trial by jury.

#### 13. Miscellaneous

- No waiver: Failure to enforce a provision does not constitute a waiver.
- Severability: If part of these Terms is found invalid, the rest remains in effect.
- Entire Agreement: These Terms supersede all prior agreements regarding the Services.

#### Contact Us

For questions, email us at [legal@lunjoe.com](mailto:legal@lunjoe.com).