

Juno Terms of Use

These Terms of Use (“**Terms**”) are a contract between you and With Juno Ltd, a company registered in England and Wales with a company registration number of 11982301 and with its registered office at 21-27 Lambs Conduit, London, WC1N 3GS, England (“**Juno**” or “**we**”).

We have signed an agreement with your employer that enables them to make available access by you to our online employee benefits platform through which you can manage your receipt of the Services (the “**Platform**”).

The “**Services**” for these purposes means the provision of:

- a white-labelled “Juno card” provided and operated by Celtic Bank Corporation and Stripe Inc;
- an outsourced expense reimbursement service; and
- the promotion of third-party wellbeing services and products.

Your employer has invited you to register with us to access the Platform and the Services. These Terms govern your access to and use of the Platform and Juno’s websites, mobile applications and other media and platforms. These Terms also govern the basis upon which you can enjoy and participate in the Services.

Please read these Terms carefully before accessing and using the Platform or enjoying the Services. If you do not accept these Terms, do not use the Platform or participate in the Services.

1. Terms

a) Acceptance of Terms. By accessing and/or using the Platform and/or participating in the Services, or clicking any button to indicate your consent, you accept and agree to be bound by these Terms, just as if you had agreed to these Terms in writing. If you do not agree to these Terms, do not use the Platform or participate in any of the Services.

b) Amendment of Terms. Juno may amend these Terms from time to time. We shall serve notice of any amendments to existing users via the email that they provided upon sign up. Unless we provide a delayed effective date, all amendments will be effective upon our posting of such updated Terms on the Platform. Your continued access to or use of the Platform or participation in the Services after such posting constitutes your consent to be bound by the Terms, as amended.

c) Additional Terms. In addition to these Terms, the Services Juno makes available to you may also be subject to additional terms, conditions guidelines or rules which may be posted, communicated or modified by us or applicable third parties at any time. Your use of and participation in the Services is subject to those additional terms and conditions, which are hereby incorporated by reference into these Terms, provided that in the event of any conflict between such additional terms and these Terms, these Terms shall prevail. The Juno Privacy Policy (see: <https://app.withjuno.com/privacy-policy>) is hereby incorporated by reference.

2. Juno Platform

a) Juno Platform. The Platform enables you, as a consumer and an authorised member through the company, business, organisation, institution or other person who has set up a customer account on Juno (the “**Customer Organisation**”), to select and participate in the Services.

b) Use of Allowance. Depending on the subscription or payment plan which your employer has agreed with us pursuant to which you are entitled to use the Platform and participate in Services, you will be allotted an allowance of spend / Juno Points (your allowance) to be used solely to access Services during each subscription cycle. You can choose how you use your allowance on the Platform. If your subscription cycle automatically renews, you will automatically receive your new allowance for the ensuing renewal period. If you have any questions about how to use your allowance please contact us at help@withjuno.com. Other than as specifically set out in these terms, Juno Points have no cash value or any other value outside of the Platform and are not redeemable for cash. For the avoidance of doubt, Juno Points do not operate or serve as any type of stored value in any way. You may not transfer, trade, gift or otherwise exchange Juno Points other than as permitted under these Terms. It is at Juno’s absolute and sole discretion how you may use your Juno Points at any time.

c) Use of Juno. Your Juno account is personal to you and you agree not to create more than one account. You cannot transfer or gift Services to third parties or allow third parties to use your Juno account, including other Juno users. You may however gift or transfer Juno Points to other Juno users within your Customer Organisation. You must not use or exploit the Platform and/or Services for commercial purposes. To use your Juno membership you must have access to the Internet or other communication networks through which we make our Platform available. Juno continually update and test various aspects of the Platform. We reserve the right to include you in or exclude you from these tests without notice. You understand and agree that Juno may take actions we deem

reasonably necessary to prevent fraud and abuse of the Platform.

- d) Sign-up. You undertake that the information you provide to Juno when you sign up to the Platform and at all other times will be true, accurate, current, and complete and that you will keep this information accurate and up-to-date at all times. When you sign up, you will be asked to create a password. You are responsible for maintaining the confidentiality of your sign-up information and password. You are solely responsible for all activity that occurs under your account, including any activity by unauthorised users. You are solely responsible for providing your own access (e.g., computer, mobile device, internet connection, etc.) to the Platform and Services.
- e) Eligibility Criteria. The availability of all or part of our Platform and/or Services may be limited based on any criteria as we may establish from time to time. You understand and agree we may disallow you from subscribing to Juno or may terminate your subscription at any time based on these criteria. You further understand that the Platform and/or Services may not be available in every geographic location and that you must be 18 years of age or older to use this Platform and/or Services and/or to purchase a Juno subscription. The Platform is not available to any user previously suspended or removed from the Platform by Juno. By using the Platform, you represent and warrant to Juno that you are at least 18 years old and have not been previously suspended or removed from the Platform. If you choose to access the Platform you are responsible for compliance with all applicable local laws that apply to such use including, without limitation, laws relating to use of the internet, data, email or other electronic messages, or privacy.

3. Juno Promotions.

- a) Juno rewards: From time to time, we may offer discounts, and cashback promotions (collectively "**Juno rewards**") where you use wellbeing services or products which we promote. These Juno rewards will be represented by us gifting you "Juno Points".
- b) Unless we expressly communicate otherwise, Juno rewards are not transferable, may not be combined with other offers or redeemed for cash. Juno reserves the right, in its absolute discretion, to determine your eligibility for Juno rewards.
- c) Other Promotions. Juno may, in addition to Juno rewards, offer additional types of offers and promotions which will be subject to additional terms and conditions that Juno may provide from time to time.

4. Juno Card

- a) As part of the Services, we facilitate the provision of a white-labelled "Juno card" provided and operated by Celtic Bank Corporation and Stripe Inc (the "**Card Providers**"). In order to receive and access a Juno Card, you will need to create an account with a Card Provider and will be required to sign up to their terms. The Card Provider may also ask you to take part in certain "know your client" and anti-money laundering checks. The Card Provider is a third party service provider and Juno has no responsibility for our involvement in these checks. Juno may change a Card Provider from time to time.
- b) Once you have registered with the Card Provider, you will be provided with a VISA debit card with the ability to make purchases up to the funded account limit (the "**Juno Card**").
- c) The Juno Card may only be used with certain vendors and Juno makes no guarantees about the availability of any vendors. Any purchase made via the Juno Card shall be between the Juno Card holder and the vendor and Juno shall have no liability in respect of this transaction or any of the goods and services provided. Juno may change the limits and restrictions of the Juno Card without notice at any time.
- d) You shall ensure that your use of the Juno Card does not contravene any applicable laws, in particular in relation to money laundering.
- e) You shall not:
- i) use a Juno Card to top up any other cash account or pay off any form of debt;
 - ii) sell, transfer or permit any other person to use your Juno Card.
- f) Any fines, charges or commitments attached to your Juno Card shall be your sole responsibility and Juno shall have no liability in respect of these.
- g) If your Juno Card is lost, stolen or fraudulently used you must immediately inform the Card Providers (pursuant to their terms) and us by logging into the Platform and cancelling your Juno Card. Juno do not offer a charge back or anti-fraud service in respect of Juno Cards. If you lose your Juno Card and need it replaced you may be charged an administrative fee relating to the re-issue of your Juno Card.
- h) Juno may end your ability to use a Juno Card immediately if you are found to be in breach of these

terms or are using the Juno Card other than for its intended purpose. Juno may view the transaction history of the Juno Card at any time and may, but has no obligation to, take action should suspicious activity be detected. This action may include seeking to recover damages from you as the card holder.

5. Expenses Reimbursement Service

- a) You may, from time to time, submit expense claims in respect of services and products pursuant to policies which we have agreed with your employer.
- b) If Juno approves an expense claim, with reference to the policies agreed with your employer, we will credit your account as agent for your employer.
- c) Juno is under no obligation to approve any expense claim and does so at its discretion with reference to an agreement with your employer. Juno may, at its discretion, reimburse you with an amount different to the reimbursement you have claimed.
- d) By submitting a receipt or invoice to Juno as part of your reimbursement claim you confirm that such receipt or invoice is genuine and not fraudulent. Should any receipt or invoice submitted by you be found to be fraudulent or illegitimate, Juno shall terminate your use and enjoyment of the Juno Card, the Services and the Platform immediately if you are found to be claiming expenses fraudulently or in a manner that is outside of the policies which we have agreed with your employer. We may also pursue you for any loss caused to us.

6. Termination or Modification by Juno

- a) Juno retains the right, in its sole discretion and for any or no reason at any time, with or without notice, to: (i) terminate, cancel, deactivate, disable, delete and/or suspend any account, subscription, any orders placed, your access to or use of the Platform, your membership and/or Services (or any part thereof including, but not limited to, your access to any or all Juno Points or Services) you may have with Juno; (ii) remove and discard all or any part of your account or any content uploaded by you; and/or (iii) discontinue, disable, suspend, modify or alter any aspect, feature or policy of the Platform including of your subscription.
- b) You agree that any termination of your access to the Platform or any account you may have with Juno may be effected without prior notice. This includes the right to terminate or modify any subscription prior to the end of any pre-paid or committed period. Upon any termination or otherwise, we may immediately deactivate your account and all related information and/or bar any further access to your account information and the Platform. Juno shall have no liability for, and you shall have no recourse for, any such termination or deactivation, except as set out below. You will not be entitled to any refund and you agree that we will not be responsible to pay any such refund to you or your Customer Organisation.
- c) You agree that Juno will not be liable to you or any third party for any such termination. You acknowledge that your only right with respect to any dissatisfaction with any modification or discontinuation of Services made by us is to cancel or terminate your access to the Platform and the Services. If Juno deletes your Platform access, you may not re-register for or use the Platform and/ or Services under any other user name, email, payment method or profile. Juno may block your access to the Platform to prevent re-registration.

7. Privacy: Your privacy is important to Juno. The Juno Privacy Notice is available on the Platform for reference (see: <https://app.withjuno.com/privacy-policy>). Please read this privacy notice carefully for information relating to Juno's collection, use, and disclosure of your personal data. By agreeing to these Terms, you also agree to the Juno Privacy Notice.

8. Prohibited Conduct: Without limiting the prohibitions and restrictions found elsewhere throughout these Terms, you agree not to:

- (i) Harass, threaten, stalk, disrupt or defraud users, members or staff of or any other person, or otherwise create or contribute to an unsafe, harassing, threatening or disruptive environment;
- (ii) Act in a deceptive or fraudulent manner by, among other things, impersonating another person or access another user's account without that person's permission;
- (iii) Share Juno passwords with any third party or encourage any other user to do so;
- (iv) Reproduce, modify, prepare derivative works based upon the content on the Platform, or distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast, use for commercial purposes or otherwise exploit any portion of the Platform;
- (v) Misrepresent the source, identity, or content of information transmitted via the Platform, including deleting the copyright or other proprietary rights or notices from any portion of the Platform;
- (vi) Upload material (e.g. virus) that is damaging to computer systems or data of Juno or users of the Platform or otherwise use the Platform in any manner that could damage,

disable, overburden, or impair it or interfere with any other party's use and enjoyment of the Platform;

- (vii) Upload copyrighted material that is not your own or that you do not have the legal right to distribute, display, and otherwise make available to others;
- (viii) Upload or send to Platform users pornographic, threatening, embarrassing, hateful, racially or ethnically insulting, libellous, or otherwise inappropriate content;
- (ix) Decompile, reverse engineer or disassemble the Platform, in whole or in part, except as may be permitted by applicable law;
- (x) Link to, mirror or frame any portion of the Platform;
- (xi) Cause or launch any program or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Platform or unduly burdening or hindering the operation and/or functionality of any aspect of the Platform;
- (xii) Attempt to gain unauthorized access to or impair any aspect of the Platform or its related systems or networks or interfere or attempt to interfere with the proper working of the Platform or any activities conducted on the Platform;
- (xiii) Make unsolicited offers, advertisements, proposals, or send junk mail or "spam" to users;
- (xiv) Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Platform, any features that prevent or restrict use or copying of any content accessible through the Platform, or any features that enforce limitations on the use of the Platform or the content therein;
- (xv) Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Platform;
- (xvi) Modify the Platform in any manner or form, nor to use modified versions of the Platform, including (without limitation) for the purpose of obtaining unauthorised access to the Platform;
- (xvii) Use any robot, spider, scraper, or other automated means to access the Platform for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Platform; or
- (xviii) Use the Platform for or in connection with any purpose that is unlawful or prohibited by these Terms.

Juno reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

9. Ownership; Proprietary Rights

- a) The Platform is owned and operated by Juno. "Materials" means the content, recordings, visual interfaces, graphics, design, compilation, information, computer code, products, software (including any downloadable software), services, and all other elements of the Platform provided by Juno.
- b) Except for your User Submissions, all Materials contained on the Platform are the intellectual property of Juno and/or third-party licensors whether registered or unregistered and may not be used in connection with any product or service or in any manner that is likely to cause confusion as to our endorsement, affiliation or sponsorship of any person, product or service. All trade marks, service marks, and trade names used by us on the Platform are proprietary to Juno and/or third-party licensors. Except as expressly authorised by Juno, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorised use of the Materials and may only access the Materials for your personal, non-commercial use. In the event that Materials are downloaded to your computer, mobile phone or other device, you do not obtain any ownership interest in such Materials. All rights not expressly granted in these Terms are reserved.
- c) If you provide Juno with any comments, bug reports, feedback, or modifications proposed or suggested by you to the Platform ("**Feedback**"), Juno shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Platform. You hereby grant Juno a perpetual, irrevocable, nonexclusive license under all rights necessary to incorporate and use your Feedback for any purpose without notice to, consent by or compensation to you or any third party.

10. Third-party Sites, Products and Services

- a) The Platform may include links to other web sites or services ("**Linked Sites**") solely as a convenience to users. Juno does not endorse any such Linked Sites or the information, material, products, or services contained on other Linked Sites or accessible through other Linked Sites. Furthermore, Juno makes no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through Linked Sites. Access and use of Linked Sites, including the information, material, products, and services on Linked Sites or available through Linked Sites, is solely at your own risk. Sometimes promotional plans are offered in conjunction with the provision of third party products and services.

- b) We are not responsible for the products and services provided by such third parties, and any use by you of such products and services is at your own risk. Your correspondence or business dealings with, or participation in promotions of, third parties found on or through the Platform are solely between you and such third party. You understand and agree that Juno will have no liability in respect of any loss or damage you may incur as a result of any such dealings with third parties or as the result of the presence of such third party on the Platform.

11. Liability

- a) You access and use the Platform and enjoy any Services entirely at your own risk and Juno shall have no liability in respect of these Services. You must evaluate, and bear all risks associated with, your use of the Platform and any Services. All decisions that you make in relation to the information that the Platform, or any third-party service provider, provides are made at your own risk and Juno shall have no liability for and harm or loss suffered by you in reliance of this information. We do not purport to give any health or medical advice to you. You remain responsible for any decision that you make in using the Platform.
- b) The express terms of these Terms are in place of all warranties, representations, conditions, terms, undertakings and obligations which but for the Terms would be implied or incorporated into the Terms, or any collateral agreement, by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.
- c) Nothing in these Terms shall operate to exclude or limit liability for: (i) death or personal injury caused by the negligence of Juno its servants, agents, employees or sub-contractors; (ii) any breach or contravention of the terms implied by Section 2 Supply of Goods and Services Act 1982; or (iii) fraudulent misrepresentation.
- d) Juno do not make any representation or warranty as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Services, including the Platform. Neither we nor our licensors represent or warrant that: (i) the use of the Platform, will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data; (ii) the quality the Platform, will meet your requirements or expectations; (iii) the server(s) that make the Platform available are free of viruses or other harmful components. The Platform is provided to you strictly on an "as is" basis; (iv) any stored data will be accurate or reliable; or (v) any errors or defects will be corrected.
- e) To the extent permitted by law, we exclude: (i) liability (whether arising in contract, tort or otherwise and whether or not due to its negligence) which we may otherwise have to you as a result of your use of the Platform; and (ii) any other liability for indirect or consequential loss or damage incurred by you in connection with the Platform including any liability for: loss of income or revenue; loss of profits or contracts; loss of anticipated savings; and, for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- f) Subject to Condition 11(e) above, our maximum aggregate liability arising out of or in connection with the Agreement or any collateral agreement, whether in contract or tort (including in each case negligence) or otherwise shall in no circumstances exceed £100.
- g) Services / products which we promote: If you select a third-party service or product which we promote you are deemed to agree to the terms of the third-party providing that service or product; and we are not liable whatsoever in connection with your use of that service or product.

12. Miscellaneous

- a) Assignment. We may assign our rights and obligations under these Terms. The Terms will inure to the benefit of our successors, assigns and licensees.
- b) Severability. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.
- c) Waiver. A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of any party at any time to require performance of any provision of these Terms will in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of these Terms will not be construed as a continuing waiver of other breaches of the same or other provisions of these Terms. Further, in the event we choose to grant an exception to these Terms, any such exception is in our sole discretion and does not entitle you or anyone else to any exceptions in the future for similar circumstances.
- d) Notices. Notices will be sent to you at the email address that you provided to Juno during the

registration process. Notices may be sent to us here. Notice will be deemed given 24 hours after email is sent, unless the sender receives an automatic, electronic notification that such notice was not successfully received. Without prejudice to the foregoing, we may serve you legal notice by post to the address provided during the registration process. In such case, notice will be deemed given three days after the date of posting.

e) Governing Law and Jurisdiction. These Terms shall be governed in all respects by the laws of England and Wales. You agree that any claim or dispute you may have against Juno shall exclusively be resolved by a court located in England and Wales.