

WITH JUNO LTD - CUSTOMER TERMS OF SERVICE

Introduction

1. We, **With Juno Ltd**, are a company incorporated under the laws of England and Wales with company number 11982301 and whose registered office is 21-27 Lambs Conduit, London, WC1N 3GS, England (referring to ourselves as “Juno”, “we”, “us” and “our” in these terms and conditions).
2. These Terms, its annexes, the Fees schedule and our Privacy Notice (<https://app.withjuno.com/privacy-policy>) apply to you and your Authorised Members' access to and use of our Platform and enjoyment of the Services.
3. To the extent that we promote third-party wellbeing services and products, you or your Authorised Member would engage directly with the third-party provider to subscribe for such services in respect of which the provider's own terms and conditions would apply. Juno is not providing any such benefits to you or your Authorised Members as a principal through your use of the Platform or the Services.

2. Definitions and Interpretation:

2.1. Definitions: In these Terms the following definitions and rules of interpretation shall apply:

- (a) “Allowance” means the spend / “Juno Points” allocated to each Authorised Member by you through the Dashboard representing an entitlement that an Authorised Member has against you, their employer, for the Services provided by or through Juno pursuant to this Agreement and invoiced in arrears. If you have a monthly subscription, at the end of each month, your Authorised Members shall automatically receive their new Allowance determined by you according to the renewal cycle that you have selected;
- (b) “Authorised Member” means any person to whom you give access to the Platform to use the Services;
- (c) “Budget” means the amount represented by your projected spend over a monthly period, invoiced in arrears, which can be made available to your Authorised Members by way of the allocation of an Allowance;
- (d) “Dashboard” means the functionality available to you on the Platform enabling you to manage your subscription, Budget and Allowances;
- (e) “Effective Date” means the date your subscription, and access to the Platform and Services, commences which is the date we receive your first monthly payment of a Fee or other date agreed with you;
- (f) “Fees” means our fees for access to the Platform and use of the Services as set out in the Fees schedule updated from time to time;
- (g) “Intellectual Property” or “IP” means patent rights (whether in inventions or processes), design right, copyright, trade mark rights (including the right to use domain names and social media handles and any goodwill and reputation in any mark), rights in confidential information (including know-how and trade secrets), and any and all other intellectual property rights and sui generis rights (whether now subsisting or in the future created) both in the United Kingdom and all other countries of the world for the full period for which those rights subsist (including any and all extensions and renewals and all vested, future and contingent rights and rights under licences) and all applications for the foregoing;
- (h) “Juno Reward Points” means cashback allocated to an Authorised Member by Juno for spending with an affiliate partner of Juno; or where “Juno Points” have been distributed to an Authorised Member by You by way of a reward;

- (i) "Juno Terms of Use" means Juno's terms of use that apply to the use of the Platform by you and Authorised Members and as made available on the Platform and via our website from time to time;
- (j) "Platform" means the online platform through which you can manage your receipt of the Services; and which facilitates the use of the Services by the Authorised Members;
- (k) "Services" means the employee benefits which we provide as your agent to your employees including:
 - the availability of a white-labelled "Juno card" provided and operated by Celtic Bank Corporation and Stripe Inc;
 - an outsourced expense reimbursement service managed on your behalf; and
 - the promotion of third-party wellbeing services and products which may be of benefit to your employees.

2.2. : Interpretation: Words denoting the singular include the plural and vice versa and words of any one gender include reference to both genders. References to a "person" include natural persons, corporations, companies, firms, associations and organisations. References to "including" and "include" shall be construed as illustrative and deemed to mean respectively "including without limitation" and "include without limitation". References in this Agreement to any statute, statutory provision or regulation includes a reference to:- (a) that statute, statutory provision or regulations as from time to time amended, extended, re-enacted or consolidated whether before or after the date of the Agreement; and (b) all statutory instruments or orders made pursuant to it.

3. Grant of Access to the Platform

- 3.1. **Platform Set Up:** By the Effective Date, you shall be provided with login details to the Platform for yourself and your Authorised Members. You can use these details to access the Platform and your Dashboard, via which you can control your Authorised Members, Budget and Allowances. You will need to provide the details of any Authorised Members via the Dashboard, including their first and last name and contact email so that they can be given access to the Platform.
- 3.2. You and your Authorised Members are hereby granted a non-exclusive and non-transferable right to access and use the Platform to receive the Services to the extent the Services have been paid for. The right of access and licence granted to you and your Authorised Members to access and use the Platform and benefit from the Services will start on the Effective Date and continue until the Agreement is terminated in accordance with the terms set out in clause 9 below.
- 3.3. You acknowledge that full freedom from errors and incompleteness is impossible to achieve with respect to computer software and the operation of the Services. If you become aware that the operation of the Services, including the Platform (and, for example, any pricing or allocation of Juno Points to a Benefit), contains any error, or is incomplete, you shall promptly notify us upon becoming aware of such error or incompleteness. You undertake to refrain from taking any advantage whatsoever, either knowingly or otherwise, of that error or incompleteness (for example, an error in pricing that simply looks too good to be true). Juno reserves the right to recover any such advantage that you do gain from such error or incompleteness, as well as all associated costs, damages and expenses in making such recovery.
- 3.4. Where the Platform contains links to any third-party provider of services you acknowledge and agree that you access these links at your own risk. Juno has no control over the content of those websites and accepts no responsibility for them or for any loss or damage that may arise from your use of them.
- 3.5. You are responsible for complying with all applicable laws and regulations in connection with your use of the Platform and the Services, including those laws and regulations related to data protection, and the use and processing of personal data. Juno may require you to enter into a data processing agreement in respect of the processing of any personal data pursuant to the

terms of the Agreement and may elect to terminate the Agreement if you unreasonably refuse to enter into such agreement.

3.6. You shall: (a) notify us immediately of any unauthorised use of any password or account or any other known or suspected breach of security; and (b) use reasonable efforts to stop immediately any such unauthorized use or breach that is known or suspected by you.

3.7. In relation to our Platform you shall not and shall procure that your Authorised Members shall not:

- (a) license, sub-license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available in any way to any part of the Platform or its content;
- (b) deploy within our Platform any spider, robot, web crawler or other automated query program;
- (c) re-use and/or aggregate any content or material available via the Platform, in the provision of a commercial service;
- (d) introduce data that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (e) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form the Platform, except as may be allowed by any applicable law;
- (f) attempt to obtain, or assist others in obtaining, access to or taking content from our Platform, other than as provided under this Condition 3.
- (g) You agree that:
 - (i) each Authorised Member shall complete our registration procedure, including agreeing to the Juno Terms of Use;
 - (ii) you shall keep passwords issued to you secure;
 - (iii) if you discover that our Platform is being accessed and used by third parties who are not Authorised Members or have not entered into an agreement with us permitting them to use the Services you agree to inform us immediately; and
 - (iv) we may audit your use of the Services. If such audit reveals that passwords have been provided to individuals who are not Authorised Members, and without prejudice to our other rights, you shall promptly disable such passwords and shall not issue any new passwords to such individuals.

3.8. Juno gives no guarantees as to the availability of the Platform nor any of the Services on the Platform. Juno may without notice, at its sole discretion, modify the features, availability, and operation of the Platform at any time.

4. Allowances

4.1. If you have a monthly subscription, the Allowance which you set in accordance with your Budget through the Dashboard shall be made available to your Authorised Members monthly. On your elected renewal date, your Authorised Members shall automatically receive their new Allowance and will be able to access Juno's platform and the Services.

4.2. If you stop paying the monthly subscription fee you will no longer be "on plan" and your access to the Platform (and that of your Authorised Members) will cease after 30 days at which point any outstanding Allowances / Juno Points will lapse and no longer be available to spend.

4.3. The Allowance represents an entitlement that an Authorised Member has against you, their employer, for Services provided by Juno pursuant to this Agreement with you. The Allowance as represented by "Juno Points" is not refundable. You will not be entitled to any refund in respect of any amounts of the Allowance that your Authorised Members do not use.

4.4. For the avoidance of doubt, the Allowance as represented by "Juno Points" do not represent e-money nor any form of stored value. In the provision of the Services, we are not engaged in any

regulated activity and are not authorized to carry on any regulated activity. You should note that any monies held by us are not held on trust for you and that in the event of our insolvency you would rank as an unsecured creditor of With Juno Ltd. Authorised Members may not transfer, trade, gift or otherwise exchange “Juno Points” (other than as set out in this Agreement).

5. Fees, Payment Terms

- 5.1. You shall pay all Fees and/or charges to your account in accordance with the Fees schedule provided to you with these terms and your right to use the Service shall not commence until we receive payment of Fees set out in the Fees schedule. We reserve the right to change our Fees at any time and current fees can be found in the “Manage Plan” section of the Platform Dashboard. If we do change our Fees we shall notify you in writing. You will then have 30 days to elect to terminate the Agreement. If you continue to use the Platform and Services once this 30 day period has elapsed you will be deemed to have accepted such fee change. All amounts and fees stated or referred to in the Agreement are exclusive of VAT. We reserve the right to suspend or terminate your access (and that of your Authorised Members) to the Platform and the Services without notice to you if any amount is owed to us.
- 5.2. If you pay your fees by card, instead of bank transfer, we may pass on to you any charges which we incur associated with your card payment.
- 5.3. You shall be responsible for all taxes associated with the use of the Services by you and the Authorised Members.
- 5.4. In addition to our Fees, we shall send you a monthly statement showing how much of your Authorised Members’ Allowance has been spent. You shall be invoiced in arrears, according to your preference, for either:
- the full balance of Allowances made available; or
 - the minimum balance of Allowances actually spent in the previous month.
- 5.5. You shall be responsible for all taxes associated with the use of the Platform and the Services.

6. Intellectual Property

- 6.1. We (and our licensors, where applicable) own all right, title and interest, including all related Intellectual Property, in and to the trade mark rights in ‘With Juno’ and any other trade marks we use in our business, our Services, including the Platform (and, for example, all copyright and database rights that subsist therein).
- 6.2. Other than the right to access and use the Service as licensed to you pursuant to this Agreement, you acquire no right to use or any right, title or interest in the Platform and have no right to any Intellectual Property in it.

7. Juno Card

- 7.1. Once you or your Authorised Member has registered directly with Stripe Inc, you or your Authorised Member will be provided by Celtic Bank Corporation and Stripe Inc with a VISA debit card operated by Celtic Bank Corporation and Stripe Inc and subject to the terms provided to you by Celtic Bank Corporation and Stripe Inc (the “**Juno Card**”). and the availability to make purchases up to the funded account limit for the particular card. Juno may use Juno Card providers other than Celtic Bank Corporation and Stripe Inc from time to time.
- 7.2. Any purchase made via the Juno Card shall be between the Juno Card holder and the relevant merchant and Juno shall have no liability in respect of the transaction or any of the goods and services provided.

7.3. Juno may change the limits and restrictions of the Juno Card, including, how it may be used, without notice at any time.

7.4. You shall ensure that your use of the Juno Card does not contravene any applicable laws, in particular in relation to money laundering. Juno may end your ability to use a Juno Card immediately if you or the card user 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 take action should suspicious activity be detected.

8. Expenses Reimbursement Service

8.1. You and your Authorised Members may, from time to time, submit expense claims in respect of receipted services and products.

8.2. Juno may approve these expense claims as your agent according to policies agreed with you and will credit the value of the expense to your Authorised Member. Juno may charge transaction fees in respect of fulfilling this claim as set out in the Fees Schedule.

8.3. Juno is under no obligation to approve any expense claim and does so at its discretion according to policies agreed with you.

8.4. Juno may change its terms in relation to the Expenses Reimbursement Service at any time and may terminate your use of the Services and Platform immediately if you are found to be claiming expenses in a manner that is outside of the intended purpose of the Expense Reimbursement Service and/or the policies agreed with you.

9. Termination

9.1. Both you and us may terminate this Agreement on 30 days notice to the other party.

9.2. Juno may, in its sole discretion and on written notice to you, at any time terminate your use of the Services and that of your Authorised Members if you or they breach or otherwise fail to comply with the terms of this Agreement.

9.3. Either of us may terminate the Agreement with immediate effect if the other party (a) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**); (b) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; (c) applies to court for, or obtains, a moratorium under Part A1 of the IA 1986; (d) is subject to an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the party; (e) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or (f) has a receiver appointed over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party; or (g) any event analogous to the events described in this clause shall occur in any jurisdiction in which the other party is incorporated or resident or carries on business.

9.4. On termination of the Agreement, you shall not be entitled to any form of credit, refund or rebate in relation to our Fees or any unused Budget, Allowance or Points. You and your Authorised Members' rights to access and use the Platform and to receive the Services shall cease and your Platform account and those of your Authorised Members shall be deactivated. Each Authorised Member shall have 30 days to use their Allowance before they are no longer available.

9.5. Should any Authorised Member cease to use the Services, you may use your Dashboard to transfer any any unspent Juno Points of theirs back to you.

9.6. Clauses 5, 6, 10 and 11.2 shall survive termination of this Agreement.

10. Liability

- 10.1. You and your Authorised Members access and use the Platform and the Services entirely at your own risk and Juno shall have no liability in respect of these. You must evaluate, and bear all risks associated with, your use of the Platform and ensure that your Authorised Members carefully read and agree to the Terms of Use.
- 10.2. The express terms of the Agreement are in place of all warranties, representations, conditions, terms, undertakings and obligations which but for the Agreement would be implied or incorporated into the Agreement, 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. The Services will be provided by us using all reasonable care and skill but other than as expressly stated in this clause, time shall not be of the essence in relation to the availability of the Services.
- 10.3. Nothing in the Agreement shall operate to exclude or limit liability for: (a) death or personal injury caused by the negligence of Juno its servants, agents, employees or sub- contractors; (b) any breach or contravention of the terms implied by Section 2 Supply of Goods and Services Act 1982; or (c) fraudulent misrepresentation.
- 10.4. The Services, including the Platform, is provided to you strictly on an "as is" basis. Subject to the express provisions of these Conditions, we 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: (a) the use of the Services, including the Platform, will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data; (b) the quality of the Services, including the Platform, will meet your requirements or expectations; (c) the server(s) that make the Platform available are free of viruses or other harmful components; (d) any stored data will be accurate or reliable; or (e) any errors or defects will be corrected.
- 10.5. To the extent permitted by law, we exclude: (a) 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 the provision of the Services, including the Platform; and (b) any other liability for indirect or consequential loss or damage incurred by you in connection with the Services, including the Platform including any liability for: (i) loss of income or revenue; (ii) loss of profits or contracts; loss of anticipated savings; and, (iii) 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.
- 10.6. Subject to Condition 10.5, 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 the total Fees you have paid to us in the 3 month period prior to the event in question giving rise to the claim.

11. General

11.1. Confidentiality:

- For the purposes of these Terms, 'Confidential Information' means this Agreement and all information obtained by one party from the other pursuant to the Agreement and its performance which is marked, or ought reasonably to be regarded as confidential including Juno's trade secrets, financial, technical and marketing information, software, specifications, intellectual property, ideas, technology, processes, knowledge and know-how, details of clients/customers, vendors, prices, discounts, margins and current trading performance and future business strategy.
- Each party shall at all times during the continuance of the Agreement and for 5 years after its expiry or earlier termination: (i) use its best endeavours to keep all Confidential Information confidential and not disclose any Confidential Information to any other person; and (ii) not use any Confidential Information for any purpose other than to comply with its obligations or exercise its rights under this Agreement.

- Any Confidential Information may be disclosed by either party to any governmental or other authority or regulatory body or any of its employees, officers or agents to such extent only as is necessary for the purposes contemplated by this Agreement, or as is required by law and subject in each case to the relevant party using its best endeavours to ensure that the person to whom the Confidential Information is disclosed keeps this confidential and does not use it except for the purposes for which the disclosure is made.
- Any Confidential Information may be used by either party for any purpose, or disclosed by either party to any other person, to the extent only that: (i) it is at the date hereof, or hereafter becomes, public knowledge through no fault of the disclosing party (provided that in doing so the disclosing party shall not disclose any Confidential Information which is not public knowledge); or (ii) it is or becomes available to the disclosing party otherwise than pursuant to this Agreement and free from any restrictions as to its use or disclosure.

11.2. Amending these terms: We may up-date these Terms from time to time. Any changes will be notified to you via the email address provided by you when you sign-up to the Platform or via a suitable announcement on our Platform. The changes will apply to the use of the Services after we have given notice and you have the ability to terminate the Agreement in accordance with its terms if you disagree with any change to it.

11.3. Dealing with Rights and Obligations: Juno may at any time assign, transfer, charge or otherwise deal in any way with its obligations and the benefit of all or any of its rights under the Agreement. Juno may sub- contract any of its obligations hereunder to any third party. You shall not at any time assign, transfer, charge or otherwise deal in any way with your obligations or the benefit of all or any of your rights under the Agreement.

11.4. Events Beyond our Control: Juno shall not be liable to you for any breach of these Terms or any failure to provide or delay in providing our services through the Platform resulting from any event or circumstance beyond our reasonable control including acts of God; war; riot; civil commotion; fire; flood; adverse weather; terrorist action; nuclear, chemical or biological contamination; governmental order, rule or regulation; failure of telecommunications that provide connectivity to the Platform from a public or private network such as the Internet; and default of suppliers or sub-contractors.

11.5. Entire Agreement and Variations: The Agreement constitutes the entire understanding and constitutes the entire agreement between the parties in relation to its subject matter and supersedes any previous agreement between the parties as to such subject matter. The Agreement may not be altered, amended or modified except in writing signed by duly authorised representatives of each of us.

11.6. Unenforceability: If any provision in the Agreement is, in whole or in part, held by a court or other authority of competent jurisdiction to be illegal, invalid or unenforceable under any enactment or rule of law then that provision or part thereof shall to that extent be deemed not to form part of this Agreement and the enforceability and validity of the remainder of the Agreement shall not be affected.

11.7. Notices: All notices given under or in connection with the Agreement shall be in writing and shall be sent to the address of the recipient set out in the Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this Condition. Any such notice may be delivered personally by hand (including by commercial courier) or by first class pre-paid letter or by e-mail, and shall be deemed to have been served, if by hand, when delivered; if by first class post, 48 hours after posting; and if by e-mail, when successfully sent in full.

11.8. Third Party Rights: The Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and it is not intended to benefit, or be enforceable by, anyone else.

11.9.Independent Contractors: The relationship of the parties is that of independent contractors and this Agreement does not constitute either party the agent of the other, or create a partnership, joint venture or similar relationship between the parties, and neither party shall have the power to bind the other or to create a liability against the other in any way.

11.10.Governing law and Jurisdiction: The Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to them or their formation) shall be governed by and interpreted in accordance with English law and, for these purposes, the parties irrevocably submit to the exclusive jurisdiction of English courts.