

WITH JUNO LTD - CUSTOMER TERMS OF SERVICE

PRODUCT: JUNO SHOUTOUTS

Last Update: 16/03/26

Introduction

- 1.1. 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 Street, London, WC1N 3GS, England (referring to ourselves as "Juno", "we", "us" and "our" in these terms and conditions).
- 1.2. These Terms, its annexes, and our [Privacy Policy](#) apply to you and your Authorised Members' access to and/or use of our Juno Shoutouts Platform and enjoyment of the Services.

2. Definitions and Interpretation:

- 2.1. Definitions: In these Terms the following definitions and rules of interpretation shall apply:
 - (a) "Active User" means an active member of your Slack workspace or Teams tenant.
 - (b) "Authorised Admin Member" means any person to whom you give access to Juno's Shoutouts Platform to administer the Services;
 - (c) "Authorised Member" means any person to whom you give access to use Juno's services via your Slack workspace or Teams tenant.
 - (d) "Gift Card" means a digital prepaid card that contains a specified sum of money available for use to purchase products or services at specific retailers.
 - (e) "Gift Card Provider" means a retailer that offers their Gift Cards for redemption through Juno's rewards feature.
 - (f) "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;
 - (g) "Juno Points" means a form of rewarding currency. Juno Points are not prepaid and do not constitute any form of e-money.
 - (h) "Onboarding Form" means the page hosted within our Shoutouts webapp Platform where you will set up your Juno subscription and agree to the Subscription Fees.
 - (i) "Platform" means the online webapp platform through which you can manage your receipt of the Services;
 - (j) "Renewal Date" means the date at which your subscription renews and Juno charges you for our Services. In the case of monthly subscriptions, this will be the same date each month. For annual subscriptions, it will be the same date each year.

- (k) "Services" means the Shoutouts App delivered through Slack, Microsoft Teams or other communication tools that we may make available from time to time;
- (l) "Shoutouts App" means Juno's WebApp, Slack App and Microsoft Teams app.
- (m) "Slack" means the multi-channel messaging tool used by your organisation, and provided by Slack Technologies LLC.
- (n) "Subscription Fees" means the fees for access to the Services as detailed on our website and Onboarding Form, which are paid monthly or annually and updated from time to time;
- (o) "Teams" refers to Microsoft Teams - the multi-channel messaging tool used by your organisation, and provided by Microsoft Corporation.

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. Intellectual Property

- 3.1. 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 trademarks we use in our business, our Services, including the Platform (and, for example, all copyright and database rights that subsist therein).
- 3.2. 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.

4. Getting Started

- 4.1. You may create a Juno Shoutouts account for your organisation directly from our website, by signing in with your Slack or Teams user account. Providing you have the necessary permissions as determined by your organisation settings, you will be able to add Juno's Shoutouts App to your Slack workspace or Teams tenant and create a Juno subscription. By creating a Juno subscription, you will become an Authorised Admin Member for your organisation, and you will be entitled to invite other Authorised Admin Members from your organisation to assist with administering Juno's Services.
- 4.2. The date at which you set up your subscription will constitute your Renewal Date, where we will periodically charge to you our Subscription Fees for your Active Members. You may be entitled to a free trial period, subject to Juno's absolute discretion.
- 4.3. You and your Authorised Admin Members are hereby granted a non-exclusive and non-transferable right to access and use the Platform to administer the Services to the extent the Services have been paid for. The right of access and licence granted to you and your

Authorised Admin Members to access and use the Platform and benefit from the Services will continue until the Agreement is terminated in accordance with the terms set out in clause 9 below.

- 4.4. 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 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. 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.
- 4.5. 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.
- 4.6. 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.
- 4.7. In relation to our Platform you shall not and shall procure that your Authorised Admin 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.
- 4.8. 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.

5. Subscription Fees, Payment Terms

- 5.1. We will charge you Subscription Fees on your Renewal Date. You will agree to a price when creating your subscription, which will be determined by your number of Active Users.

Subscription Fees are based on which tiered band you fall into. Your upcoming invoice amounts will be visible to Authorised Admin Members from within Juno's Webapp.

- 5.2. If you elect to pay your Subscription Fees monthly, the price will be recalculated each month according to your number of Active Users. Thus, your Subscription Fees may increase or decrease from month-to-month if your number of Active Users falls into a different tier.
- 5.3. If you elect to pay your Subscription Fees annually in advance, you may be entitled to a discounted rate. The price will be provided to you within the Platform or from Juno's sales team. Annual Subscription Fees are non-refundable and are not pro-rated for increases or decreases to the number of Active Users throughout the course of the year. Your Subscription Fees will be recalculated according to your number of Active Users, and will renew automatically for another year on the Renewal Date.
- 5.4. Juno may offer other limited discounted rates, promotions, or free trials from time-to-time, and we reserve the right to withdraw these promotions without notice and at our absolute discretion.
- 5.5. If we change your Subscription Fees we shall notify you via email, providing 30 days advance notice. 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. Changes to Subscription Fees for annual plans will take effect from your Renewal Date.
- 5.6. We reserve the right to suspend or terminate your access to the Platform and the Services without notice to you if any amount is owed to us.
- 5.7. You shall be responsible for all taxes associated with the use of the Services.

6. Rewards

- 6.1 Through the course of using Juno's Services, you may choose to allocate rewards to your Authorised Members through the distribution of Juno Points.
- 6.2 Juno Points have the value of 1 Juno Point being equal to £0.50(GBP). Where Authorised Members wish to redeem their Juno Points in other currencies, Juno will use the live exchange rate provided by Wise without markup.
- 6.3 Authorised Members may redeem their Juno Points in exchange for Gift Cards or other rewards up to the value held in their balance, from a variety of retailers in the UK and beyond.
- 6.4 Juno Points do not expire, and members may hold their Juno Points indefinitely. If Authorised Members leave their company without spending their Juno Points, they will no longer be available.
- 6.5 Juno Points can be redeemed in a number of countries across the UK/EU and North America as well as select other countries across the globe. Authorised Members will be able to redeem their Juno Points at Gift Card Providers available in their location. Juno does not guarantee the availability of Gift Card Providers in all locations, and this is subject to change without notice.
- 6.6 Juno will not charge for rewarding Juno Points at the time of issuance. Instead, Juno will charge at the point of Authorised Member redemption. Rewards will not be

distributed by Juno until such time as the payment has been received by Juno. Even though rewards may be issued in multiple currencies, Juno will charge you in your onboarding currency and carry out any necessary conversion using the live exchange rate provided by Wise.

6.7 When redeeming their Juno Points, the Authorised Members should pay attention to the specific terms and conditions and validity periods laid out by their chosen Gift Card Provider/s and ensure they understand any exclusions prior to carrying out the redemption.

6.8 Once Juno Points have been redeemed for a Gift Card, the Juno Points are no longer refundable by Juno.

6.8 Juno is not responsible for fulfilling purchases from Gift Cards redeemed. Upon redeeming a Gift Card, Authorised Members are entering into a contract for services directly with their elected Gift Card Provider/s. Juno is not a party to these contracts, is not responsible for delivering these products or services, and absolves itself of any liability associated with delivering products or services from the Gift Card Provider/s in question.

7. Termination

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

7.2. 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.

7.3. 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.

7.4. On termination of the Agreement, you shall not be entitled to any form of credit, refund or rebate in relation to our Subscription Fees. You and your Authorised Members' rights to

access and use the Platform and to receive the Services shall cease and your Platform account shall be deactivated. Unspent Gift Card credit will still be available to Authorised Members in accordance with the relevant terms and conditions as provided by the relevant Gift Card Provider. Unredeemed Juno Points will no longer be available for redemption.

7.5. Clauses 5, 6, 7 and 8 shall survive termination of this Agreement.

8. Liability

8.1. 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.

8.2. 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.

8.3. 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.

8.4. 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.

8.5. 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.

8.6. 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.

9. General
- 9.1. Confidentiality:
 - 9.1.0. 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.
 - 9.1.1. 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.
 - 9.1.2. 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.
 - 9.1.3. 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.
- 9.2. Amending these terms: We may update 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.
- 9.3. 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.
- 9.4. 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.
- 9.5. 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.

- 9.6. 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.
- 9.7. 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.
- 9.8. 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.
- 9.9. 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.
- 9.10. 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.