

WITH JUNO LTD - CUSTOMER TERMS OF SERVICE

1. 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, London, WC1N 3GS, England (referring to ourselves as “Juno”, “we”, “us” and “our” in these terms and conditions).

1.2 The Sign-Up Form, these Terms and its annexes and our Privacy Notice (<https://www.withjuno.com/juno-privacy-policy>) apply to you and your Authorised Members’ access to and use of our Platform and enjoyment of the Service. Where there is any inconsistency between the provisions of these Terms or the Sign-Up Form, then the terms of the Sign-Up Form shall prevail.

1.3 We may up-date these Terms from time to time for legal or regulatory reasons or to allow the proper operation of the Service. 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 Service 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.

1.4 In offering Benefits on behalf of Programme Partners to you and your Authorised Users we act solely as an agent of our Programme Partners who will ultimately be providing you with the Benefit and in respect of which their own terms and conditions may apply. Juno is not providing any Benefits to you or your Authorised Members as a principal through your use of the Platform or the Service.

2. Definitions and Interpretation:

2.1 Definitions: Any capitalised terms used in these Terms shall have the meaning set out in the Sign-Up Form unless otherwise defined in these Terms. In these Terms the following definitions and rules of interpretation shall apply:

(a) “Authorised Member” means any person to whom you give access to the Platform to utilise the Service; and

(b) “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;

(c) “Juno Terms of Use” means Juno’s terms of use that apply to the use of the Platform by Authorised Members and as made available on the Platform from time to time.

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 and Licence and Service Levels

3.1 You and your Authorised Members are hereby granted a non-exclusive and non-transferable right to access and use the Platform to receive the Service to the extent the Service has been selected and paid for pursuant to the Sign-Up Form.

3.2 Unless otherwise stated in a Sign-Up Form, the right of access and licence granted to you and your Authorised Members to access and use the Platform and benefit from the Service will start on the Effective Date and continue until the Agreement is terminated either in accordance with the terms set out in the Sign-Off Form or in Clause 12 below.

3.3 Platform Set Up: Following 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 Allowance. You will need to provide the details via the Dashboard of any Authorised Members, including their first and last name and contact email so that they can be given access to the Platform.

3.4 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) Where you enter into the Sign-Up Form:

(i) Each Authorised Member must 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 Service you agree to inform us immediately; and

(iv) we may audit the use of the Service regarding the name and password for each Authorised Member. Such audit may be conducted no more than once per month, at our expense, and shall be exercised on five business days' prior notice, in a manner so as to not substantially interfere with normal conduct of your business. 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.

3.5 You acknowledge and agree that the Service is provided online via the Platform and, accordingly, while we shall use our reasonable endeavours to ensure that access to the Service is available at all times and that the Service operates to an appropriate standard, continuous access cannot be guaranteed. However, we shall use our reasonable endeavours to ensure that any steps taken by us to maintain or upgrade the Service are taken at times that ensure minimum disruption to Authorised Members. Juno may also, without notice, at its sole discretion, modify the features, availability, operation and/or look and feel of the Platform at any time.

3.6 The Service will be provided by us using all reasonable care and skill but other than as expressly stated in this Clause 3, time shall not be of the essence in relation to Service availability.

3.7 You acknowledge that full freedom from errors and incompleteness is impossible to achieve with respect to computer software and the operation of the Service. If you become aware that the operation of the Service, 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.

3.8 Where the Platform contains links to our third party Programme Partners or any other third party 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.

4. Juno Points

4.1 If you have a monthly subscription plan your Authorised Members will be allotted Juno Points each month to use to redeem benefits through the Platform. The number of Juno Points each Authorised Member shall receive is set out in the Sign-Up Form, unless otherwise agreed between the parties. If you do not have a subscription Juno Points can be purchased through your Dashboard on an adhoc basis.

4.2 If you have a monthly subscription plan, at the start of each month each Authorised Member will receive a new allocation of Juno Points. These points will currently accrue from month to month. Juno may, at any time, amend this policy so that Juno Points do not accrue and expire at the end of each month, Juno will give you 30 days' notice prior to implementing any such change. In any event all Juno Points, whether purchased through a subscription plan or on a pay as you go basis, shall expire 12 months from the date that they are purchased, You and your Authorised Members shall not be entitled to any form of credit or refund in relation any Juno Points that you or your Authorised Members fail to use prior to their expiry.

4.3 Juno Points have no cash value or any other value outside of the Juno platform and are not redeemable for cash, other than under the provisions of Conditions 10 and 11. For the avoidance of doubt, Juno Points do not operate or serve as stored value facilities in any way. Authorised Members may not transfer, trade, gift or otherwise exchange Juno Points (other than as set out in this Agreement).

5. Budgets and Allowance

5.1 If you have a monthly subscription, the Allowance you set in accordance with your Budget shall be made available to your Authorised Members monthly. You may allocate this Allowance, or any other Juno Points that you have purchased on an adhoc basis, to your Authorised Members through your Dashboard.

5.2 If you have a monthly subscription, at the end of each month of the Agreement, your Authorised Members shall automatically receive their new Allowance.

5.3 You will not be entitled to any refund in respect of any amounts of the Allowance that your Authorised Members do not use or that you fail to allocate prior to their expiry.

6. Benefit Availability

6.1 The number of Juno Points required in order to redeem Benefits through the Platform may vary at any point due to a variety of factors.

6.2 Juno gives no guarantees as to the availability to any Authorised Member of any Benefits listed on the Platform and their take-up. Juno cannot guarantee which programme partners will be available through the Platform nor the quantity and variety of Benefits offered through the Platform. Juno makes no guarantees as to the minimum levels of availability of any Benefit.

7. Your Further Obligations

7.1 You are responsible for complying with all applicable laws and regulations in connection with your use of the Service, 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.

7.2 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) and use reasonable efforts to stop immediately any such unauthorised use or breach that is known or suspected by you.

8. Fees, Payment Terms and Refunds

8.1 You shall pay all Fees and/or charges to your account in accordance with the Payment Terms specified in the Sign-Up Form and your right to use the Service shall not commence until we receive full payment any advance payment of Fees set out in the applicable Sign-Up Form.

8.2 We reserve the right to change our Fees at any time. 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.

8.3 All amounts and fees stated or referred to in the Agreement are exclusive of VAT.

8.4 We reserve the right to suspend or terminate your access to the Service if any amount due to us from you is in arrears. We need not, unless we deem it unreasonable to do so, provide you with advance notice in such circumstances.

8.5 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. Upon termination each Authorised Member shall have 30 days to use their Budget before it is no longer available.

8.6 Should any Authorised Member cease to use the Services, you may use your Dashboard to transfer any Juno Points that remain in their account back to your account.

9. Intellectual Property

9.1 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 Service, including the Platform (and, for example, all copyright and database rights that subsist therein).

9.2 Other than the right to access and use the Service as licensed to you pursuant to Clause 3, 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.

10. Juno Card

10.1 As part of the Services you may convert Juno Points back into their cash value. The cash equivalent to your Juno Points will be

paid to Stripe. Once you or your Authorised Member has registered with Stripe, you or your Authorised Member will be provided with a VISA credit card and the availability to make purchases up to the funded account limit (the "**Juno Card**"). Juno may use Juno Card providers other than Stripe from time to time.

10.2 The conversion rate of Juno Points to cash shall be at our complete discretion and may be varied by us at any time without notice to you. This conversion may also be subject to fees from time to time and at our discretion.

10.3 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.

10.4 Juno may change the limits and restrictions of the Juno Card without notice at any time.

10.5 You shall ensure that your use of the Juno Card does not contravene any applicable laws, in particular in relation to money laundering.

10.6 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, but has no obligation to, take action should suspicious activity be detected.

11. Expenses

11.1 You and your Authorised Members may, from time to time, submit expense claims in respect of services and products purchased with cash.

11.2 If Juno approves this expense claim you or your Authorised Member (as applicable) will have Juno Points equivalent to the cash value of the expense credited to your/their account. The conversion rate of cash to Juno Points (and therefore the number of Juno Points credited) shall be at Juno's complete discretion and may change at any time. The current rate will be viewable on the Platform. Juno may charge transaction fees in respect of fulfilling this claim.

11.3 Juno is under no obligation to approve any expense claim and does so entirely at its discretion.

11.4 Juno may change their terms in relation to expenses 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 it outside of the intended purpose of the expense claims.

12. Termination

12.1 In addition to the termination rights set out in the Sign-Up Form, Juno may, in our 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 breach or otherwise fail to comply with these Terms.

12.2 Juno may also on written notice to you terminate the Agreement in accordance with Clause 7.1 (Data Protection).

12.3 You may also on written notice to Juno terminate the Agreement in accordance with Clause 8.2 (Fee Changes).

12.4 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 Insolvency Act 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 12.3 shall occur in any jurisdiction in

which the other party is incorporated or resident or carries on business.

12.4 On termination of the Agreement, you and your Authorised Members' rights to access and use the Platform and your right to receive the Service shall cease and your account and those of your Authorised Members shall be deactivated. Any rights that have accrued to either of us at the date of termination will remain enforceable after termination.

13. Liability

13.1 Juno offers, as agent for Programme Partners, access to and the ability to enjoy Benefits. You and your Authorised Members access and use the Platform and enjoy any Benefits entirely at your own risk and Juno shall have no liability in respect of these Benefits (to which the applicable Programme Partner's own terms will apply). 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. All decisions that you make in relation to the information that the Platform or any Programme Partner provides are made at your own risk. We do not purport to give any health or medical advice to you or your Authorised Members. You remain responsible for any decision that you make in using the Platform.

13.2 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.

13.3 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.

13.4 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 Service, including the Platform. Neither we nor our licensors represent or warrant that: (a) the use

of the Service, 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 Service, 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. The Service, including the Platform, is provided to you strictly on an "as is" basis; (d) any stored data will be accurate or reliable; or (e) any errors or defects will be corrected.

13.5 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 Service, including the Platform; (b) any other liability for indirect or consequential loss or damage incurred by you in connection with the Service, 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.

13.6 Subject to Condition 13.3, 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.

14. General

14.1 Confidentiality:

(a) 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.

(b) Except as provided by Clauses 14.1(c) and 14.1(d), 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.

(c) 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.

(d) 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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 despatched in full.

14.7 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.

14.8 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.

14.9 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.