

JUNO LOYALTY PROGRAM POLICY

CapitalJ, Inc., dba Juno (“**Juno**,” “**us**,” “**our**,” or “**we**”) provides financial technology products and services via our website at www.juno.finance, along with our related websites, hosted applications, mobile or other downloadable applications, and other services, content, communications, and product features (collectively, the “**Service**”). This policy (this “**Policy**”) is governed by and hereby incorporates by reference Juno’s Terms of Use (the “**Terms of Use**”) and Juno’s Privacy Policy (the “**Privacy Policy**”). If there is any conflict between the terms and conditions set forth in this Policy and Juno’s Terms of Use, then this Policy shall supersede and prevail.

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY CLICKING “I ACCEPT” AND OPTING-IN TO THE LOYALTY PROGRAM, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THIS POLICY, THE TERMS OF USE, AND THE PRIVACY POLICY (COLLECTIVELY, THESE “TERMS”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THESE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND JUNO’S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY JUNO AND BY YOU TO BE BOUND BY THESE TERMS.

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 21 of the Terms of Use, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration as set forth in Section 21 of the Terms of Use, and BY ACCEPTING THESE TERMS, YOU AND JUNO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

JUNO IS A FINANCIAL TECHNOLOGY COMPANY, NOT A BANK. JUNO’S BANKING SERVICES ARE PROVIDED BY EVOLVE BANK AND TRUST, MEMBER FDIC. THE LOYALTY PROGRAM IS SOLELY PROVIDED BY JUNO, AND THE LOYALTY POINTS WILL NOT BE INSURED OR OTHERWISE PROTECTED BY THE FDIC.

1. Definitions

“**Accountholder**” means a person who has accepted and agreed to be bound by these Terms, are existing

users of the Service, and have a checking account on the Service that is not and has not been suspended, restricted, terminated, or otherwise invalid.

“Redemption” means, as applicable: (1) for Accountholder to redeem Loyalty Points for Rewards via Eligible Purchases; (2) for Juno or any Merchant to accept Loyalty Point(s) in exchange for Rewards; and (3) for Juno to eliminate Loyalty Points that it determines, in its sole discretion, are no longer eligible for use in the Loyalty Program; once Loyalty Points are redeemed for any reason, they no longer exist and Juno cannot and will not issue any refunds, redemptions, or reimbursements.

“Redemption Amount” means the amount of Loyalty Points an Accountholder must redeem for a particular Eligible Purchase to obtain the applicable Reward.

“Earn” means for an Accountholder to gain Loyalty Points via Eligible Transactions;

“Eligible Purchases” means purchases and other transactions for which an Accountholder may Redeem Loyalty Points to obtain Rewards, excluding certain transactions that Juno, its banking service partner(s), or applicable Merchant(s) may determine in each of their sole discretion are not eligible to obtain Rewards.

“Eligible Transactions” means certain activities on the Service which Accountholders engage in on the Service for which Juno may distribute Loyalty Points.

“Loyalty Points” means Juno Points that Accountholders Earn via Eligible Transactions.

“Loyalty Program” means Juno’s loyalty rewards program conducted substantially in accordance with this Policy.

“Merchant(s)” means certain third parties who may, in their sole discretion, accept Loyalty Points in exchange for Rewards.

“Off-Service Eligible Purchases” means Eligible Purchases that certain Merchants may offer outside of the Service.

“On-Service Eligible Purchases” means Eligible Purchases that Juno offers on the Service.

“Prior Earning Transactions” means certain transactions that an Accountholder had carried out prior to September 30, 2022 for which Juno may distribute Loyalty Points.

“Rewards” means certain discounts, benefits, and other rewards that Juno and certain Merchants may offer for Eligible Purchases.

2. Loyalty Program Overview

2.1 As part of the Service, and as described in this Policy, Juno offers a Loyalty Program under which Juno may distribute Loyalty Points that Juno Accountholders Earn by engaging in Eligible Transactions. Accountholders may obtain Rewards by Redeeming their Loyalty Points in Eligible Purchases.

3. Eligibility; Participation

3.1 Employees, officers and representatives, and the immediate family members of such employees, officers and representatives (i.e., parent, spouse, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) of Juno or its affiliated companies, parent companies, subsidiaries, participating promotional partners, advertising and promotion agencies, webmasters and any company involved in the creation, design, execution, production, or fulfillment of the Loyalty Program are not eligible.

3.2 Only Accountholders for whom Juno has verified the required documentation to open a checking account are eligible for the Loyalty Program. Accountholders must opt-in to the Loyalty Program by accepting these Terms as set forth above. Accountholders may opt-out of the Loyalty Program at any time, for any or no reason. Accountholders who opt-in to the Loyalty Program will be subject to ongoing KYC/AML review including as may be required or recommended by the Office of Foreign Assets Control.

3.3 Accountholders who opt-in to the Loyalty Program will either have a “**Basic**” or a “**Metal**” account. Accountholders who have set up direct deposit functionality on the Service (“**Direct Deposit**”) will be automatically enrolled with a Metal account; Accountholders who do not have a Direct Deposit up on the Service will be automatically enrolled with Basic account. Metal and Basic accounts have different Burn and Earn limits, subject to change from time to time in Juno’s sole discretion, as set forth in the “How can I redeem Juno Points?” available at <https://help.juno.finance/earticles595949-2how-can-i-redeem-juno-points>

4. Loyalty Point Functions and Features

4.1 Juno will award Earned Loyalty Points to Accountholders.

4.2 Loyalty Points are inflationary and have no capped supply. Juno will only distribute Loyalty Points to Accountholders who have Earned them through Eligible Purchases. Accountholders may not

redeem or otherwise exchange Loyalty Points for cash. Loyalty Points do not have any particular price or inherent value.

4.3 Loyalty Points may be Redeemed with immediate effect for On-Service Eligible Purchases; however, Loyalty Points Redeemed for Off-Service Eligible Purchases will require a 15-day holding period.

4.4 If you or Juno terminates your account in accordance with the Terms of Use, the Loyalty Points associated with your account will remain available and eligible for redemption for 60 days from the effective date of termination after which time, unless you reinstate your account, Juno will discard all Loyalty Points associated with your account.

4.5 Juno does not and will not, directly or indirectly:

- (a) list, market-make, sell, or otherwise facilitate any secondary trading of Loyalty Points on any exchanges or the like;
- (b) use Loyalty Points as currency to pay for vendor services or to develop or market the Service;
- (c) comment or speculate publicly on resale value of Loyalty Points other than to Accountholders and solely for consumptive use as a means of exchanging value on, and in connection with, the Service;

4.6 Notwithstanding anything to the contrary in these Terms:

- (a) Accountholders may not transfer and hold Loyalty Points outside of the Service and may not sell or trade Loyalty Points
- (b) Juno will not take any actions to list, market-make, or otherwise facilitate or control secondary trading of Loyalty Points; and
- (c) Independent actors may not set a secondary trading price for Loyalty Points.

5. Earn

5.1 Eligible Transactions. Accountholders may Earn Loyalty Point(s) for certain Eligible Transactions, which may include, but may not be limited to, the Eligible Transactions listed in subsections 5.1(a)–(d) below, at the ratios set forth in the “How can I earn Juno Points?” available at <https://help.juno.finance/en/articles/6595812-how-can-i-earn-juno-points> (i.e., “Loyalty Points,” the “**Earn Rate**”). The Eligible Transactions and respective Earn Rates are each subject to change from time

to time in Juno's sole discretion. The Earn Rate may differ depending on whether the currency that Accountholder uses to make the Eligible Transaction is cash or cryptocurrency. Once one billion Loyalty Points have been distributed to all Accountholders, Juno may halve the Earn Rates (i.e., "\$" in the Earn Rate ratio will double) for all Eligible Transactions. Accountholders may Earn Loyalty Points(s) for the following Eligible Transactions:

- (a) *Spend*. An Accountholder spends cash using their Juno Debit Card.
- (b) *Create Account*. Any person first becomes an Accountholder.
- (c) *Fund Account*. An Accountholder, for the first time only, transfers or adds a minimum of \$100 of cash to their checking account.
- (d) *Fund Wallet*. An Accountholder, for the first time only, transfers a minimum of \$100 pre-conversion-to-cryptocurrency cash value of cryptocurrency assets from an external wallet to Juno's cryptocurrency wallet.

5.2 Prior Earning Transactions. Loyalty Points may be awarded to the first 10,000 Accountholders on the Service for Prior Earning Transactions consummated prior to September 30, 2022. No Loyalty Points will be issued to any Accountholders for any Prior Earning Transactions consummated after September 30, 2022.

6. Redemption; Eligible Purchases

6.1 Off-Service Eligible Purchases

- (a) Merchants may enter into an agreement with Juno so that they may, in their sole discretion, accept Loyalty Points in exchange for Rewards. Loyalty Points that Merchants accept from Accountholders in exchange for Rewards will be redeemed after a 15-day holding period. Juno makes no guarantee that it will, and is under no obligation to, secure any Merchants to participate in the Loyalty Program.
- (b) Merchants will determine the Rewards they may offer and the applicable Redemption Amount; Juno exercises no control over the Rewards that Merchants may offer or the Redemption Amount for such Rewards.
- (c) Loyalty Points that Accountholders Redeem with any Merchant will be Redeemed upon redemption and removed from circulation. Merchants cannot recirculate Loyalty Points or resell them in any way.
- (d) Juno accepts no responsibility for the goods or services purchased by you with or related to your Loyalty Points. Any and all related disputes must be addressed directly with the applicable Merchant. In case of a rejection of any Eligible Purchase, the applicable Loyalty Points will be returned to the Accountholder.

6.2 On-Service Eligible Purchases.

- (a) Account holders may Redeem Loyalty Points at the rates and for the On-Service Eligible Purchases as set forth in the “How can I redeem Juno Points?” available at <https://help.juno.finance/en/articles/6595949-how-can-i-redeem-juno-points>, each subject to change from time to time in Juno’s sole discretion.

7. Accountholder Representations and Warranties; Prohibited Conduct.

7.1 By opting-in to the Loyalty Program, you hereby represent that you understand, acknowledge, and agree that:

- (a) Juno reserves all rights to suspend or terminate the Loyalty Program, or to amend this Policy, at any time, without notice;
- (b) you are bound by this Policy, by the interpretation of this Policy by Juno, and by the related decisions of Juno, which are final and binding in all respects;
- (c) your participation in the Loyalty Program is conditioned on your compliance with these Terms and any and all applicable federal, national, state, provincial and local laws, rules and regulations;
- (d) Juno will have no obligation to facilitate any secondary trading of Loyalty Points;
- (e) Loyalty Points do not have any monetary value, and may not be convertible into cash or any other asset at any given time; and
- (f) JUNO DOES NOT GUARANTEE THAT YOU WILL RECEIVE ANY LOYALTY POINTS OR THAT ANY PARTICULAR REWARD WILL BE AVAILABLE.

7.2 BY OPTING-IN TO THE LOYALTY PROGRAM, YOU AGREE NOT TO:

- (a) receive, hold, redeem, and otherwise use Loyalty Points for any investment purpose;
- (b) use the Loyalty Program for any illegal purpose or in violation of any local, state, national, or international law, including for any non-consumptive investment purpose;
- (c) interfere with security-related features of the Loyalty Program, including by: disabling or circumventing features that prevent or limit use, printing or copying of any content; or reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
- (d) perform any fraudulent activity including impersonating any person or entity, claiming a false

affiliation or identity, accessing any other account without permission, or falsifying your age or date of birth;

(e) sell or otherwise transfer the access granted under this Policy;

(f) duplicate, copy, double, combine, or otherwise use Loyalty Points in a manner that is not expressly authorized under this Policy; or

(g) attempt to do any of the acts described in this Section or assist or permit any person in engaging in any of the acts described in this Section.

8. Juno Reservation of Rights. Juno reserves the right to:

8.1 reverse, cancel, claw back, change any terms or refuse to honor any Reward, and without incurring any liability to you;

8.2 determine, in its sole discretion, the allocation of Juno Points for each user and the requisite number of points necessary to redeem specific offers within the Juno ecosystem and to disqualify certain transactions and certain users from earning Juno Points;

8.3 change the eligibility criteria for earning Juno Points without cause, reason, or notice;

8.4 retract any Loyalty Points that Juno determines, in its sole discretion, you earned, directly or indirectly, due to fraudulent activity;

8.5 Cancel any and all of the Loyalty Points associated with your account for inactivity or fraudulent activity if, within 120 days of notice from Juno, you have not provided all information and documentation requested by Juno;

8.6 alter, change and/or terminate the Loyalty Program, at any time and for any reason upon notice to you; and

8.7 to blocklist any Accountholder or user of the Service or freeze applicable Loyalty Points for violation of this Policy, including for any hacking activity or OFAC non-compliance.

9. General. The Terms of Use expressly governs and is hereby incorporated into this Policy, including, but not limited to: Section 17 (Indemnification); Section 18 (Disclaimer of Warranties); Sections on the Limitation of Liability; Governing Law; Dispute Resolution Provision; and General. If there is any conflict between the other terms and conditions set forth in this Policy and Juno's Terms of Use, then this Policy shall supersede and prevail.

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