

Terms & Conditions

These User Terms and Conditions are between Juno Fiduciary Services Limited, a registered company incorporated in Gibraltar with company number 69973 and registered address at Suite 741C, Europort, Gibraltar (JUNO, we or us) and you, the individual using the Service (you or the User). JUNO is authorised and regulated by the Gibraltar Financial Services Commission (GFSC).

1. Definitions

1.1. In these User Terms and Conditions:

Account means the account subscribed to by a Subscriber and which qualifies the Subscriber to access Subscriber Content.

Account Application Form means the application form to register for an Account submitted by a User to JUNO.

Affiliate means any person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, JUNO. The term control (including the terms controls, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management, policies or activities of a person, whether through ownership of securities, by contract or agency or otherwise.

Collective Investment Scheme means any arrangement with respect to investments, the purpose or effect of which is to enable persons taking part in the arrangement, whether by becoming owners of the investments or any part of it or otherwise, to participate in or receive profits or income arising from the acquisition, holding, management or disposal of the investments or sums paid out of such profits or income. An arrangement (a) must be such that the participants do not have day to day control over the management of the investments subject to the arrangement, whether or not they have the right to be consulted or to give directions; and (b) must have at least one of the following characteristics (i) the contributions of the participants and the profits or income out of which payments are to be made to them are pooled, (ii) the investments are managed as a whole by or on behalf of the operator of the scheme.

Content means all of the information and functionality made available through the Service, including the User Content and the Subscriber Content.

Employer means the employer of a Subscriber where the Subscriber uses the Services in the course of such employment.

Fund means a Collective Investment Scheme and/or a Sub-Fund.

GFSC means the Financial Services Commission and any replacement or equivalent authority fulfilling the regulatory functions of the Financial Services Commission, including if applicable equivalent or analogous regulators in foreign jurisdictions.

JUNO Parties means JUNO, its Affiliates and any of their licensors or their employees, agents, officers or representatives.

JUNO Site means the JUNO website <https://juno.gi> as amended or replaced from time to time.

Privacy Policy means the JUNO privacy policy, as updated from time to time, and made available at the JUNO Site.

Service means access to the Content provided on the JUNO Site and any other services to which a Subscriber may subscribe and as described in a Service Document.

Service Document means a description of a service provided by JUNO, and which a Subscriber subscribes to, and referred to in the Account Application Form.

Sub-Fund means a separate class or designation of Unit within a fund that invests in a separate pool or portfolio of investments.

Subscriber means a User which has been granted access to the Subscriber Content in accordance with clause 2.3.

Subscriber Content means the restricted elements of the JUNO Site accessible to Subscribers and which allows a Subscriber to contact a Collective Investment Scheme.

Unit means Collective Investment Scheme units issued by a Fund representing the rights of participants in the assets of such Fund.

User Content means the unrestricted and free web-based services made available on the JUNO Site, which allows Users to view a range of Collective Investment Schemes, and made accessible to Users.

User Terms and Conditions means these JUNO User Terms and Conditions and the Privacy Policy.

1.2. In these User Terms and Conditions, reference to:

1.2.1. the words “include” or “including” shall be construed without limitation to the words following; and

1.2.2. a “clause”, unless the context otherwise requires, is a reference to a clause of these User Terms and Conditions.

1.3. The headings in these User Terms and Conditions shall not affect the interpretation of these User Terms and Conditions.

2. The Service and the Contract with You

2.1. JUNO provides the Service. The Service consists of:

2.1.1. the User Content for Users; and

2.1.2. the Subscriber Content for Subscribers.

2.2. Your use of the Service is subject to and governed by these User Terms and Conditions. These User Terms and Conditions form a legally binding agreement between you and JUNO in relation to your use of the Service. It is important that you take the time to read them carefully. The User Content is made publicly available, however if you do not agree to these User Terms and Conditions, you may not use any part of the Service.

2.3. A User may subscribe to the Subscriber Content by submitting the Account Application Form in accordance with clause 4 below. If the User is accepted by JUNO in writing to be a Subscriber, and when a binding contract exists between us and such User for the provision of the Subscriber Content, such User shall be a Subscriber for the purposes of these User Terms and Conditions on and from the date of such acceptance. If JUNO rejects a User's Account Application Form (which it may do in its sole discretion) the User may not access the Subscriber Content.

2.4. We reserve the right to modify these User Terms and Conditions at any time without notice. In the event of any major changes we will notify you by displaying a notice on the homepage of the Service or by any other appropriate means including via email. Modifications and additions to the Service itself are also subject to these User Terms and Conditions. Your continued use of the Service after these User Terms and Conditions or the Service have been modified will constitute your acceptance of any change.

2.5. Please note that these User Terms and Conditions relate to the Service only, and that if you wish to use other products or services offered by JUNO or its Affiliates, you may be required to enter into separate terms and conditions relating to such products and services.

3. Using the Service

3.1. You agree to use the Service only for lawful purposes and only in compliance with (i) all applicable local, national and international laws and regulations connected with the Service, (ii) these User Terms and Conditions, and (iii) any reasonable instructions, regulations and guidelines that JUNO may issue within the Service or otherwise in relation to the Service from time to time.

3.2. JUNO may in its sole discretion amend or remove any part of the Service at any time without liability.

3.3. Parts of the Service may be subject to legal protections and restrictions imposed by third parties, including Collective Investment Schemes, and you agree to comply with any such restrictions. You warrant and represent that you are not restricted by any applicable law or regulation from accessing or using the Service or any of the Content.

4. Subscriber Content: opening an Account

4.1. To access and use the Subscriber Content you will need an Account, for which you must submit an Account Application Form and have your Account Application Form accepted by JUNO. You are responsible and liable for all activities conducted through your Account, regardless of who conducts those activities.

4.2. By submitting an application for an Account, to the extent you use the Service in the course of your employment:

4.2.1. you agree that your Employer shall be bound by these User Terms and Conditions as though it were expressly party to them as a Subscriber;

4.2.2. you warrant and represent that you have the full right and authority to bind your Employer to comply with User Terms and Conditions; and

4.2.3. you agree that you and the Employer (if any) will have joint and several liability in relation to these User Terms and Conditions.

4.3. You agree that, to the extent you use the Service in the course of your employment:

4.3.1. if you are not certain whether you have the authority to bind your Employer to these User Terms and Conditions, you must obtain permission from your Employer before doing so;

4.3.2. your licence to access or use any of the Subscriber Content shall be automatically and retrospectively revoked if your Employer challenges the binding nature of these User Terms and Conditions on the Employer; and

4.3.3. if your employment with the Employer terminates, these User Terms and Conditions will automatically terminate and your Account will automatically close

4.4. To hold an Account, you must:

4.4.1. confirm that you are not a citizen or resident of (or located or established in) any jurisdiction where the use of the JUNO Site (or the purchase or sale of the Units in Collective Investment Schemes) would be contrary to applicable law or regulation or would subject JUNO to any registration or licensing requirement in such jurisdiction;

4.4.2. confirm that you understand and observe any legal or regulatory restrictions which may affect your eligibility to access Subscriber Content or to subscribe for interests in the Collective Investment Schemes;

4.4.3. use a valid email address as your point of contact for registration, and such email address must relate only to you (group email addresses are not acceptable);

4.4.4. not share your Account with any other person, even with other individuals engaged by your Employer, to the extent that you use the Service in the course of your employment (only one person may use each Account);

4.4.5. not use or maintain more than one Account;

4.4.6. choose a password to access your Account. You are responsible for maintaining the confidentiality of your password, even within your own Employer. Your disclosure of your password to any person is entirely at your own risk and you bear full responsibility for any harm or damage resulting from that disclosure;

4.4.7. notify us immediately if you know or have reasonable grounds to suspect that any person not authorised to access the Service has obtained your password or has had unauthorised access to the Service;

4.4.8. comply with these User Terms and Conditions; and

4.4.9. provide true, accurate, current and complete information ("Registration Data") about yourself as prompted by the registration form and maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

5. Closing your Account; termination

5.1. You may terminate your Account at any time by notifying us of your wish to do so by email to info@juno.gi.

5.2. JUNO may suspend or terminate your Account and any or all other Accounts held by you or other representatives of your Employer at any time in its sole discretion. JUNO may also terminate these User Terms and Conditions at any time in its sole discretion. We reserve the right to refuse access to any part of the Service to any individual in our sole discretion.

5.3. Termination of these User Terms and Conditions, by you or by us, will automatically terminate your Account..

5.4. On the termination of these User Terms and Conditions the following clauses will continue in force despite such termination: clauses 3.3, 3.4, 7.1, 7.2, 7.5 and 9.

6. Payments by you

JUNO provides the Service to access the User Content and Subscriber Content free of charge.

7. Ownership of the Service

7.1. JUNO and its licensors reserve any and all rights in and to the Service except as expressly set out in these User Terms and Conditions.

7.2. JUNO and its licensors own all intellectual property rights in and to the Service, including but not limited to the name of the Service, the Content, all information used to create the Content, and the logos, images and interface elements contained within the Service.

7.3. Licence to use the Service

JUNO hereby grants to you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable, worldwide and royalty-free licence during the term of these User Terms and Conditions, to use the Service to view the Collective Investment Schemes displayed on the JUNO Site and, to the extent you are a Subscriber, use the Service to contact a Collective Investment Scheme, subject to these User Terms and Conditions. For the avoidance of doubt, you may not:

7.3.1. resell, reproduce or otherwise exploit any part of the Service without the express written permission of JUNO;

7.3.2. use the Service for the purpose of (in JUNO's sole discretion) systematically collecting data;

7.3.3. copy, modify, adapt, distribute, dissemble, reverse engineer or decompile any aspect of the Service;

7.3.4. attempt to circumvent or disable any technological protection measures contained in or used to protect Content, or use any Content from which such protection has been illicitly removed, in breach of these User Terms and Conditions or otherwise; or

7.3.5. contact a Collective Investment Scheme for any reason other than in relation to obtaining information in relation to investments.

7.4. Licence to view, use and save Content

In relation to each separate item of Content and subject to the terms of these User Terms and Conditions (including without limitation clause 3.4), JUNO hereby grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable, worldwide and royalty-free licence to view, use and (where technically permitted) save one copy of such Content for internal training and/or record keeping purposes only. Any use of the Content outside the scope of the licences granted under this clause 7.4 shall, without prejudice to any other rights or remedies available to JUNO, constitute a material breach of these User Terms and Conditions.

7.5. Termination of licences

If you breach your obligations under these User Terms and Conditions, close your Account or this Agreement terminates, all licences granted to you under these User Terms and Conditions will automatically terminate.

8. Service Availability

8.1. We do not guarantee that the Service will be available at all times and there will be times when the Service will be interrupted for maintenance, upgrades or repairs or due to failure of services or equipment. We reserve the right to modify, suspend or discontinue all or part of the Service at any time with or without notice.

8.2. JUNO shall not be liable for the loss of any User information generated in the course of using the Service (such as information concerning Collective Investment Schemes and your contact details) and we strongly recommend that you back up any such information and you acknowledge and accept that you shall not rely on JUNO for continuous access to, or the storage or integrity of, such information.

8.3. You agree that we are not liable or responsible to you for any delay, interruption, unavailability or discontinuance of the Service.

9. General conditions

9.1. Exclusion of Warranties

9.1.1. The Service is provided “as is” and “as available” and JUNO expressly disclaims and excludes all representations or warranties of any kind, either express or implied, to the maximum extent permitted by applicable law in relation to any aspect of the Service. In particular and without limitation, we do not warrant that any aspect of the Service will be fit for a particular purpose or will be true, complete or accurate. You assume sole responsibility and risk for your use of any aspect of the Service.

9.1.2. The Service contains information which has been gathered from third party sources. The Service may contain links to other websites which are not under the control of JUNO and JUNO shall not be responsible for the contents of any such linked website, or any changes or updates to such websites. JUNO displays third party information and links to third party websites solely for informational purposes and shall not be construed as an endorsement by JUNO of such third party information or third party websites.

9.1.3. Subscribing for Units in Collective Investment Schemes is inherently risky and you agree to bear the entire responsibility for the outcomes of all decisions that you make. The Services provided are for information purposes only, and shall not be construed as an offer to buy or sell securities and or other financial instruments, nor advice in relation to subscribing for Units in Collective Investment Schemes.

9.1.4. The Content is provided for information purposes only and does not constitute a solicitation or offer, or advice or recommendation, to buy or sell interests in any Collective Investment Scheme, to effect any transactions, or to conclude any transaction of any kind whatsoever.

9.1.5. We are not a qualified financial advisor and you should not construe, or rely upon, any information contained in the Service as investment advice. The Service is solely informational in nature.

9.1.6. You should consult a qualified broker or other financial advisor prior to making any investment decisions. You agree to not carry out any transactions based on the Service.

9.2. Limitation of Liability

9.2.1. Nothing in these User Terms and Conditions shall operate to exclude or limit the JUNO Parties' liability: (i) for death or personal injury caused by the negligence of JUNO or its employees or agents while acting in the course of their engagement by JUNO; or (ii) for fraud; or (iii) to the extent that such exclusion or limitation is not permissible under applicable law.

9.2.2. Subject to clause 9.2.1, you agree that, to the maximum extent permitted by law, none of the JUNO Parties will be held responsible or liable for any of the following, howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the Parties and whether arising out of or relating in any way to your use of the Service or inability to use the Service, or to your use of or reliance on any aspect of the Service or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise:

- a) management time;
- b) subscribing losses;
- c) loss of income;
- d) loss of actual or anticipated profits;
- e) loss of business;
- f) loss of contracts;
- g) loss of goodwill or reputation;
- h) wasted expenditure;
- i) loss of opportunity;
- j) loss of anticipated savings;
- k) loss of, damage to or corruption of data; or
- l) indirect or consequential loss or damage of any kind.

9.2.3. Subject to clauses 9.2.1 and 9.2.2, the JUNO Parties' total aggregate liability arising out of or in connection with these User Terms and Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be zero and Users' sole remedy for dissatisfaction with the Service is to stop using the Service.

9.2.4. None of the JUNO Parties take any responsibility for any consequences of you using any aspect of any Service to subscribing for Units in Collective Investment Schemes (or to refrain from subscribing for Units in Collective Investment Schemes) in a live environment in any marketplace or transactional facility (whether provided by JUNO or by any third party).

9.2.5. You expressly acknowledge and agree that the restrictions on the liability of the JUNO Parties under these User Terms and Conditions (including as to the disclaiming of any warranties) are reasonable.

9.3. Indemnification

You agree, at your own expense, to indemnify, defend, and hold harmless the JUNO Parties against any and all losses, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, related to your use of or access to the Subscriber Content, or violation of these User Terms and Conditions by you or by any unauthorised party using your Account.

9.4. Severability

If any paragraph (or part of a paragraph) in these User Terms and Conditions is determined to be invalid or unenforceable by any court or administrative body of competent jurisdiction, the parties agree that the court should endeavour to give effect to the parties' intentions as reflected in the paragraph, and the validity and enforceability of the rest of the Agreement will not be affected.

9.5. Waiver

If either party fails to enforce any right reserved by it in these User Terms and Conditions, that failure will not constitute a waiver of said right.

9.6. Governing Law

These User Terms and Conditions are governed by and construed in accordance with the laws of Gibraltar without regard to the choice or conflicts of law provisions of any jurisdiction, and the courts of Gibraltar have exclusive jurisdiction,

provided that JUNO may seek injunctive relief in any jurisdiction in order to enforce its rights under these User Terms and Conditions. You agree not to bring claims on a representative or class member basis.

9.7. Entire Agreement

These User Terms and Conditions represent the entire understanding between you and us in respect of your relationship with JUNO as a User of the Service. It supersedes any previous agreements between you and us including previous revisions of these User Terms and Conditions.

9.8. Privacy Policy

JUNO agrees to use your personal information in accordance with the Privacy Policy from time to time. You consent to our using your personal information as set out in the Privacy Policy.

9.9. Cookies

JUNO uses certain cookies in the Service. The use of these cookies is covered in more detail in the Privacy Policy.

9.10. Time limitation on claims

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these User Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

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