

Juno Moneta Privacy Policy

Effective Date: September 26, 2023

1. INTRODUCTION

We present our Privacy Policy to you.

1.1. This Policy is applicable to your Personal Identifiable Information that is Processed by us.

1.2. This Policy is further applicable and linked to any other potential or actual relationship we may have with you, whether you are a potential user or an actual user of our services and/or products, an employee candidate, an employee or director, a provider or vendor, an investor or shareholder, or otherwise, a Data Subject (you). This Policy may be complemented by supplementary privacy notices.

1.3. We may obtain your Personal Identifiable Information directly from you or from third parties authorized to share it with us. In both circumstances, you authorize us to Process your Personal Identifiable Information in accordance with this Policy.

1.4. We may share your Personal Identifiable Information with third parties in accordance with this Policy. In such circumstances, you authorize these third parties to Process your Personal Identifiable Information in accordance with this Policy.

1.5. Here, you will be informed of and consent to:

- Purposes of Processing your Personal Identifiable Information;
- Personal Identifiable Information to be Processed;
- Sources of your Personal Identifiable Information;
- Who we may share your Personal Identifiable Information with;
- Your rights and obligations;
- How to enforce your rights;
- Our obligations;
- Other general information.

2. DEFINITIONS

Definitions related to the legal framework

2.1. Authorization: Prior, express, and informed consent of the Data Subject (you) of Personal Identifiable Information, whether in electronic or physical form, granted directly by you or through your authorized proxies, directly to us or to other intermediate sources of information to Process your Personal Identifiable Information, which is given and/or otherwise governed by the acceptance of this Policy.

2.2. Policy: This Privacy Policy.

2.3. Applicable Law: Any applicable law in Bermuda related to the subject matter of this Policy, including to the extent in force, the Personal Information Protection Act 2016 of Bermuda. In limited circumstances, the Processing of Personal Identifiable Information covered by this Policy may be subject to applicable law of a foreign country, to the extent provided by such applicable law, provided it does not conflict with Applicable Law and this Policy. In those limited circumstances, special provisions will apply and can be found in the Country Specific Terms attached to this Policy. The Country Specific Terms will prevail, whenever applicable.

Definitions related to involved persons

2.4. Data Subject of Personal Identifiable Information: You, the person to whom the Personal Identifiable Information relates.

2.5. Controller: The organization, as a physical person or legal entity that directly or indirectly Processes and decides over the Database or Dataset's Processing, and to which you give your consent under this Policy. Currently, the Controller is: Juno Moneta Bermuda Limited ("Juno Moneta Bermuda"), and may be any of its Affiliates (referred to as "we," "us," or "our"), and any other Controller allowed under this Policy by means of transmission, transfer or sharing of your Personal Identifiable Information., which you accept under this Policy.

2.6. Delegate Processor: Any physical person or legal entity that directly or indirectly Processes a Database or Dataset on behalf of the Controller, which you accept under this Policy.

2.7. Affiliate: Any company that is a parent company, subsidiary, and any other affiliate of Juno Moneta Bermuda Limited that controls, is controlled by, or is under common ownership or control.

2.8. Politically Exposed Persons (PEPs):

(a) For persons in or from any country or territory outside Bermuda:

(i) An individual who is or has, at any time in the preceding year, been entrusted with a prominent public function or a prominent function by an international organization.

(ii) An individual who is or has been entrusted with a prominent public function, which include the following:

(1) Heads of state, heads of government, ministers and deputy or assistant ministers;

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- (2) Members of parliaments;
- (3) Members of supreme courts, of constitutional courts or of other high level judicial bodies whose decisions are not generally subject to further appeal, except in exceptional circumstances;
- (4) Members of courts of auditors or of the boards of central banks;
- (5) Ambassadors, chargés d'affaires and high-ranking officers in the armed forces; and
- (6) Members of the administrative, management or supervisory bodies of State-owned enterprises.

The categories set out in sub-paragraphs (1) to (6) above do not include middle-ranking or more junior officials.

The categories set out in sub-paragraphs (1) to (5) above include, where applicable, positions at domestic and international level.

(iii) An immediate family member of a person referred to in sub-paragraph 2.8(a)(i), which include the following:

- (1) His/her spouse;
- (2) His/her partner;
- (3) His/her children and their spouses or partners; and
- (4) His/her parents.

(iv) Or a known close associate of a person referred to in sub-paragraph 2.8(a)(i), which include:

- (1) Any individual who is known to have joint beneficial ownership of a legal entity or legal arrangement, or any other close business relations with a person referred to in sub-paragraph 2.8(a)(i); and
- (2) Any individual who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit of a person referred to in sub-paragraph 2.8(a)(i).

(b) For persons in or from Bermuda:

(i) An individual who is or has, at any time in the preceding year, been entrusted with prominent public functions or a prominent function by an international organization.

(ii) An individual who is or has been entrusted with prominent public functions, which include the following:

- (1) The Governor, Premier, Ministers and Junior Ministers;
- (2) Members of the Legislature;
- (3) Permanent Secretaries;
- (4) Judges of the Supreme Court and Court of Appeal and Magistrates;
- (5) members of the Board or senior management of the Bermuda Monetary Authority and the Bermuda Regulatory Authority;

- (6) Commissioned officers in the Royal Bermuda Regiment and senior officers above the rank of Sergeant (which includes the Commissioner of Police) of the Bermuda Police Service; and
- (7) Members of the Board of Directors and the Chief Executive Officer (by whatever name called) of the Bermuda Government owned or controlled enterprises or authorities, including but not limited to— West End Development Corporation; Bermuda Land Development Corporation; Bermuda Development Agency; Bermuda Tourism Authority; Bermuda Deposit Insurance Corporation; Bermuda Gaming Commission.

The categories set out in sub-paragraphs (1) to (6) above do not include middle-ranking or more junior officials.

The categories set out in sub-paragraphs (1) to (5) above, where applicable, positions at domestic and international levels.

(iii) An immediate family member of a person referred to in sub-paragraph 2.8(b)(i), which include the following:

- (1) His/her spouse;
- (2) His/her children and their spouses; and
- (3) His/her parents.

(iv) A known close associate of a person referred to in sub-paragraph 2.8(b)(i), which include the following:

- (1) Any individual who is known to have joint beneficial ownership of a legal entity or legal arrangement, or any other close business relations, with a person referred to in sub-paragraph 2.8(b)(i); and
- (2) Any individual who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit of a person referred to in sub-paragraph 2.8(b)(i).

(c) An individual classified as Politically Exposed Person in any other country.

Definitions related to information and activities:

2.9. Database or Dataset: An organized or unstructured set of Personal Identifiable Information that is subject to Processing

2.10. Personal Identifiable Information: Any information linked or that can be associated with you, whether it is public, private, or sensitive Personal Identifiable Information.

2.11. Processing: I. Any manual or artificial-intelligence-automated operation on Personal Identifiable Information. II. Done abroad in any country or in your country of residence. III. By the Controller or by any Delegate Processor and their own providers or vendors. IV. In on-premise servers or in cloud service providers or vendors. V. Such as, but not limited to, operations of collection, storage, use (verification, cross-reference, analysis, messaging, contacting, updating, and similar operations),

transferring, transmitting (locally or abroad of Bermuda) or otherwise sharing or deleting Personal Identifiable Information.

3. PURPOSE, SOURCES, RECIPIENTS AND TYPE OF PERSONAL IDENTIFIABLE INFORMATION

3.1. We may have and we may want to Process your Personal Identifiable Information for several purposes, we will require your Authorization to conduct such Processing.

3.2. As applicable, the purpose of such Processing is to:

- Offer our products and/or services and campaigns to you.
- Offer products and/or services and campaigns made by third parties to you.
- Offer job vacancies to you.
- Contact you for commercial or marketing purposes.
- Conduct commercial or marketing analysis.
- Properly identify you.
- Properly verify your identity and other declared or apparent income or any other status.
- Identify, assess, control and monitor risks derived from any potential relationship with you.
- Establish, maintain, perform, and terminate any contractual relationship with you.
- Contact you to maintain, perform, and terminate any contractual relationship with you and to comply with our obligations to you.
- Contact you with respect to any transaction, operation or request made by you.
- Know the status, monitor, net, settle, and complete any transaction, operation or request made by you.
- Identify, assess, control and monitor risks derived from our contractual relationship with you.
- Allow other entities you select to access your balance or outstanding debt with us and other information, as to be reflected, debited, credited or paid in/through their own apps, websites and/or any other of their channels, with the aim of consolidating your financial products and/or services and provide you support.
- Make collections of your outstanding payments.
- Prevent money laundering, terrorist financing, as well as fraud, corruption, and other illegal activities.
- Prevent dealing with sanctioned individuals, entities or groups, industries, countries or territories.
- Prevent dealing with offenders of criminal law or that have incurred in other misconduct.
- Determine if you are a Politically Exposed Person (PEP).
- Prevent liquidity, credit, counterparty, and other financial risks.
- Prevent operational risks.
- Provide security in our app, website, any other channel, and in our premises.
- Measure your engagement in our app or website.
- Request any offer of products and/or services to you.
- Obtain, store, and disclose proofs or evidence in front of government authorities and courts.
- Collaborate with government authorities and courts.
- Collaborate with bureaus repositories or credit reference agencies.
- Comply with Applicable Law.

3.3. Such Processing may involve collecting your Personal Identifiable Information from, but is not limited to:

- You.
- Bureau repositories or credit reference agencies, locally or abroad.
- Financial entities, locally or abroad.
- Agents providing infrastructure to interconnect the payment systems, locally or abroad.
- Government authorities or courts, locally or abroad.
- Sanctions or other blacklists administrators, locally or abroad.
- Employers, locally or abroad.
- Pension and severance funds administrators, locally or abroad.
- Social media platforms, locally or abroad.
- Our IT providers or vendors, locally or abroad.
- Our user support providers or vendors or collecting agencies, locally or abroad.
- Our providers or vendors generally, locally or abroad.
- Our partners, locally or abroad.
- Our Affiliates, locally or abroad.

3.4. Such Processing may be carried out by:

- Us, as Controller or Delegate Processor.
- Our Affiliates, as Controllers or Delegate Processors.
- Our providers or vendors, as Delegate Processors.
- Any other third party related to us, as Delegate Processors.

3.5. Additionally, such Processing may involve transferring, transmitting or generally sharing your Personal Identifiable Information with, but is not limited to:

- Bureau repositories or credit reference agencies, locally or abroad.
- Financial entities, locally or abroad.
- Card brands and processors.
- Banking as a Service providers.
- ATM networks.
- Other agents providing infrastructure to interconnect the payment systems, locally or abroad.
- Government authorities or courts, locally or abroad.
- Sanctions or other blacklists administrators, locally or abroad.
- Social media platforms, locally or abroad.
- Our providers or vendors, locally or abroad.
- Our partners, locally or abroad.
- Our Affiliates, locally or abroad.

3.6. Such Processing may involve, but is not limited to, the following information:

- Full name and alias.
- Age.

- Date of birth.
- Nationality.
- Gender.
- Identification number and other information in your identification document.
- Residence address.
- Tax residency.
- Location and IP.
- Contact details.
- Studies.
- Occupation, business or economic activity.
- Role or position.
- Employer.
- PEP status.
- Income and wealth.
- Source of income and source of wealth.
- Financial indicators or credit scores.
- Bank accounts.
- Mentions in social media.
- Mentions in sanctions and other blacklists.
- Marital status.
- Destination of transfers or payments.
- Transactional and purchase information.
- Our product/services usage.
- Contact list on your device.
- Biometrics samples and other photos and/or videos.
- Race, ethnic origin, colour, sex, sexual orientation and disabilities.
- Other sensitive information delivered by you.
- Information about your devices.
- Information obtained through cookies on our websites (for instance, what you looked for and how much time did you spend on our website).¹
- Information within any blockchain that can be linked to you (for instance, date of a transaction and the recipient).
- Any other information provided by you or by third parties related to you.

3.7. If you provide Personal Identifiable Information of third parties, you represent and warrant that you have the respective Authorization and that you have informed of and disclosed to them this Policy.

3.8. Subject to Applicable Law and any other applicable law, there may be some cases in which your consent will not be necessary for Processing, irrespective of your willingness.

¹ Remember that you can delete or stop different types of cookies on settings in your web browser.

3.9. International transfers or transmissions or generally sharing your Personal Identifiable Information will not be restricted to any country, irrespective of the standards to protect Personal Identifiable Information therein.

3.10. We may have to Process your Personal Identifiable Information on an indefinite basis, as to comply with Applicable Law and any agreement to which we are a party.

3.11. You are not obliged to give your Authorization.

4. YOUR RIGHTS

Subject to Applicable Law, you have the right to:

4.1. Know about your Personal Identifiable Information and its Processing.

4.2. Update (rectify inaccurate/incomplete/misleading or under similar circumstances information or provide new information) your Personal Identifiable Information, subject to our prior verification.

4.3. Delete your Personal Identifiable Information, to the extent it is not required for any Processing purpose under which we have to Process your Personal Identifiable Information.

4.4. Request proof of your Authorization.

4.5. Make any request permitted under Applicable Law.

4.6. Request that we no longer offer products and/or services and campaigns to you, nor contact you for any other commercial or marketing purpose.

4.7. Restrict some usages of your Personal Identifiable Information when permitted, if no contractual or Applicable Law requirement prevails, and to the extent possible under Applicable Law.

4.8. Revoke your authorization when permitted, if no contractual or Applicable Law requirement prevails, and to the extent possible under Applicable Law, e.g., if such Processing is not required for any mandatory Processing purpose.

4.9. File a complaint in front of the competent data authority, including the Privacy Commissioner of Bermuda.

4.10. Exercise any other right under Applicable Law.

5. PROCEDURE TO ENFORCE YOUR RIGHTS

5.1. You must register your request through the applicable channel. Please consult applicable channels here: www.akaunt.io.

5.2. We will then validate your identity or the identity and capacity of any proxy acting on your behalf.

5.3. We will then validate if your request has the minimum information needed to be handled, and the content of your request.

5.4. If applicable, we will contact you for you to correct or complement your request.

5.5. Upon receipt of a properly presented request, we will then assess the merits of the corresponding request.

5.6. We may respond to your request through the same channel of your submission or through any other electronic channel available from time to time, but we are not obligated to respond through any physical means.

5.7. We may respond to your request in any electronic file format or through dedicated and temporary links.

5.8. We must promptly acknowledge receipt of your request and respond to your request within 45 calendar days after it has been effectively submitted.

5.9. If we are unable to respond within the deadline of 45 calendar days, we will inform you of the reasons for the delay and the maximum date by which we will respond to your request (before the original deadline expires).

6. OBLIGATIONS OF THE CONTROLLER AND/OR DELEGATE PROCESSOR

6.1. Controller:

- Respect and guarantee your rights.
- Keep a copy of the Authorization.
- Register any update (rectify inaccurate/incomplete/misleading or under similar circumstances information or provide new information) of your Personal Identifiable Information, if appropriate.
- Communicate any valid updates to your Personal Identifiable Information to any Delegate Processor already Processing it.
- Attend to your requests after they have been properly submitted.
- Implement information security and cybersecurity measures to protect the privacy of your Personal Identifiable Information.
- Require the Delegate Processor to implement information security and cybersecurity measures to protect the privacy of your Personal Identifiable Information.
- Require the Delegate Processor to respect and apply this Policy.
- Inform the competent data authority when there are violations of information security and cybersecurity measures or when the Personal Identifiable Information has been compromised.
- Respect and apply this Policy.
- Fulfill any other obligation in Applicable Law.

V.3.

6.2. Delegate Processor:

- Respect and guarantee your rights.
- Register any update (rectify inaccurate/incomplete/misleading or under similar circumstances information or provide new information) of your Personal Identifiable Information, if appropriate.
- Respect and comply with the applicable agreement entered into with the Controller to carry out any Processing.
- Attend to your requests after they have been properly submitted.
- Implement and request as appropriate information security and cybersecurity measures to protect the privacy of your Personal Identifiable Information.
- Inform the data authority and the Controller when there are violations of information security and cybersecurity measures or when the Personal Identifiable Information has been compromised.
- Require respect and application of this Policy.
- Respect and apply this Policy.
- Fulfill any other obligation in Applicable Law.

7. **ACCEPTANCE**

7.1. By clicking on "I Agree" or similar wordings when presented with this Policy, and/or by accessing or using any services and/or products, or engaging with us in any other interaction, you agree to be bound by this Policy and confirm that:

- You have received this Policy and acknowledge and agree to its content;
- If you do not accept this Policy, you may not use and/or access the services and/or products, nor engage with us in any other interaction.
- We may amend, change, vary, or modify this Policy in accordance with the provisions herein.

7.2. We recommend that you print a copy of this Policy for future reference.

8. **CHANGES TO THIS POLICY**

8.1. We will provide you with notice at least 30 days in advance of any material amendment, change, variation, or modification, along with the updated Policy, via email or providing notice through any other channel we use to communicate with you. Such updated Policy will become effective once the applicable notice period has expired.

8.2. We may in our sole discretion make any non-material amendment, change, variation, or modification to this Policy, including to the fullest extent permitted by Applicable Law and/or any other applicable law, any amendment, change, variation or modification to this Policy that does not impact your rights or obligations or the Processing purposes. Any such amendment, change, variation or modification will become effective immediately upon us giving notice via email or providing notice through any other channel we use to communicate with you.

8.3. We may make an amendment, change, variation or modification to this Policy without prior advance notice to you in the event that it is required, as determined by us in our sole discretion, for reasons of security, legality or regulatory compliance, including but not limited to for reasons of compliance with any law, regulation, and/or order from a government authority or court of competent jurisdiction. Such changes will become immediately effective and we will endeavour to notify you via email or providing notice through any other channel we use to communicate with you as soon as possible thereafter.

8.4. By clicking on “I Agree” or similar wordings when presented with the Policy updated pursuant to this Section, or by continuing to access or use any of the services and/or products, or any other engagement with us, you signify your consent and confirm your acceptance of such updated Policy. If you do not agree to any amendment, change, variation or modification to this Policy, you must stop using or accessing the services and/or products, or any other engagement with us and terminate the underlying relationship with us.

8.5. We encourage you to frequently review this Policy to ensure you understand the terms and conditions that apply.

9. GOVERNING LAW AND JURISDICTION

9.1. This Policy (including any non-contractual obligations or liabilities arising out of it or in connection with it) is governed by and construed in accordance with the laws of Bermuda.

9.2. You irrevocably agree that the data authority of Bermuda has exclusive jurisdiction to hear, determine and settle any proceedings brought in relation to this Policy and irrevocably submit to the jurisdiction of the data authority of Bermuda.

9.3. You irrevocably waive (and irrevocably agree not to raise) any objection which you might at any time have on the grounds of *forum non conveniens* or on any other ground to proceedings arising out of or in connection with this Policy being taken in any forum referred to in this Section, and agree that any judgment in such proceedings taken in any such forum shall be conclusive and binding on you and may be enforced in any other jurisdiction.

10. LANGUAGE

10.1. Translations of this Policy are provided for convenience. If there is any conflict with any translation, the English language version of this Policy will prevail.

- Controllers
- Juno Moneta Bermuda Limited.
Rosebank Centre, 5th Floor, 11 Bermudiana Road, Pembroke HM 08, Bermuda.
 - Any other company that is a parent company, subsidiary, and any other affiliate of Juno Moneta Bermuda Limited that controls, is controlled by, or is under common ownership or common control.
 - Any other Controller allowed under this Policy.

Contact E-mail soporte@akaunt.io

Contact number +57 302 548 68 45

Website www.akaunt.io

Data Protection Officer Miguel Hoyos Ruge

COLOMBIA

Data authority:

- Superintendencia de Industria y Comercio.

COUNTRY SPECIFIC TERMS

There are currently no Country Specific Terms.