

## GoHenry UK Cardholder Terms and Conditions 8.5

### Effective from 8<sup>th</sup> November 2022 or immediately upon active acceptance by the GoHenry Parent Account Holder

These terms and conditions (the “**Agreement**”) apply to the use of your GoHenry Limited (“**GoHenry**”) Parent and Child Accounts and your Prepaid Visa Card(s). The Agreement also explains who provides what services to you. Please read the Agreement carefully. If you have any questions and cannot find the answer here, or you would like a free copy of this Agreement, please call the GoHenry Member Services team on 0330 100 7676 or send an email to [help@gohenry.co.uk](mailto:help@gohenry.co.uk).

#### 1. INFORMATION ON WHO PROVIDES THE SERVICES AND THIS AGREEMENT

1.1 This Agreement sets out the general terms and conditions that apply to the GoHenry Parent and Child Accounts and Card(s). It forms an agreement between you, the Parent, GoHenry and IDT Financial Services Limited (“**IDT**”) (described further in Clause 1.2 below) governing the possession and the use of the GoHenry Card(s), Parent Account and Child Account. The production of physical GoHenry Cards and the technology and systems required to operate GoHenry Services, including the website and the app, are provided by GoHenry, together with support for GoHenry customers. The GoHenry Services allow you to (amongst other things):

- Set up regular pocket money transfers;
- Make instant one-off payments to your child;
- List tasks for your child to earn pocket money;
- Set single and weekly spending limits;
- Choose where the card can be used (on the High Street, online or at the ATM);
- Block and unblock cards easily;
- Get notifications about what your child is buying, in real-time.

1.2 GoHenry is a company registered in England and Wales under company number. 06146113 with its registered office at 9 Angel Courtyard, High Street, Lymington, Hampshire, SO41 9AP. By signing up for the GoHenry Parent Account and GoHenry Child Account, authorising a GoHenry Co-Parent to use your GoHenry Parent Account, or using a GoHenry Card you accept the terms of this Agreement. Copies of this Agreement can be found on the GoHenry website at <https://www.gohenry.com/uk/terms-and-conditions/>. This Agreement should be read in conjunction with the GoHenry Privacy Policy which sets out further terms and information in relation to the use of the Accounts and GoHenry Card(s) and which can also be found on the GoHenry website at <https://www.gohenry.com/uk/terms-and-conditions/>.

1.3 The GoHenry Card and e-money are issued by IDT which also provides all payment services related to the Accounts. IDT is a principal member of Visa Europe and is a regulated bank, licensed by the Financial Services Commission, Gibraltar with its registered office at 57-63 Line Wall Road, Gibraltar and registered number 95716. At all times the GoHenry Card remains the property of IDT.

1.4 GoHenry has been authorised by IDT to enter into this Agreement and act as a distributor of e-money issued by IDT and associated services such as redemptions. GoHenry does not provide payment services either on behalf of IDT or itself and is therefore not required to hold

any regulatory licences. As an e-money issuer, IDT safeguards your customer funds and any claim you have in relation to those safeguarded customer funds will be against IDT.

1.5 This Agreement will commence on the date you sign up for GoHenry (the “**Commencement Date**”). In signing up you accept this Agreement and that the Agreement will terminate in accordance with Clause 13.

1.6 This Agreement and all communications between us and you shall be in English.

## **2. ABOUT GOHENRY CARDS**

2.1 A GoHenry Prepaid Visa Card is a payment card that can be used worldwide to pay for goods and services at participating merchants that accept Visa cards. This means it can be used for holidays and school trips as well as at home. It can be used for purchases on the internet or on the High Street providing there are funds available on it. The GoHenry Card can also be used to withdraw money from cash machines. It is a youth card, intended for use by young people between the ages of 6 years and 18 years of age only, with parental permission.

2.2 As a prepaid card, it can only be used to spend funds that have been loaded onto it. The GoHenry Card is not linked to your bank account. Your child can only spend the money you have loaded onto their card. Because it is not a bank account or a credit card, you will not incur interest charges by going overdrawn, nor will you earn any interest on funds on the GoHenry Card.

2.3 Although the vast majority of merchants accept Prepaid Visa Cards, there cannot be any guarantee that a particular merchant will do so – if you are unsure, please check with the merchant before attempting the transaction. Because the GoHenry Card is a youth card, designed for use by young people between the ages of 6 years and 18 years of age only, certain types of merchant have been blocked – more details of these blocks can be found in Clause 9.

## **3. ACTIVATING AND USING THE GOHENRY CARD**

3.1 To obtain a GoHenry Card for your child you will need to sign up for a GoHenry Parent Account either on the website at [www.gohenry.com/uk](http://www.gohenry.com/uk) or via the mobile app which can be downloaded from App stores such as the Apple Store or Google Play. You can only request a GoHenry Card for children and teenagers between the ages of 6 and 18. The physical GoHenry Card will be sent to you through the post. GoHenry will only ship GoHenry Cards to your UK address and you (as the legal Cardholder) must not ship the GoHenry Cards outside the UK. You can apply for a GoHenry Child Account and GoHenry Card for each of your children aged between 6 and 18, up to a maximum of 4 per Parent Account. If you have more than 4 children, a second GoHenry Parent Account must be opened.

3.2 Once you have signed up for your GoHenry Parent Account, via our Website or mobile app, as part of the activation process, you will be asked to make an initial payment to your GoHenry Parent Account, we recommend at least one week’s allowance for your child (please note, your initial payment is limited to £100). This very first parent load payment can only be made using

a UK-registered debit card. After this, your child will then able to make use of the digital GoHenry Card details, the digital GoHenry Card details are available within three (3) hours of signing up. The digital GoHenry Card details can be used online and can also be added to your child's Apple Wallet. Once you have received your physical GoHenry Card, you will need to log into your GoHenry Parent Account either on the website or via the mobile app to activate it. If you do not activate your physical GoHenry Card, any transactions that your children attempt with the physical Gohenry Card will decline.

3.3 After the first payment, you or the Co-Parent can add funds to your GoHenry Parent Account by bank transfer from your personal bank account or from your debit card either via the GoHenry website or using the mobile app (payments via the mobile app can be made through Apple Pay or Google Pay). For the avoidance of doubt, as both you and the Co-Parent share the same Parent Account, the Co-Parent will have to use your payment method to top up your Child's Account. While the Co-Parent can access most of the GoHenry features, the Co-Parent will not be able to add or change your payment method. By adding a Co-Parent to your GoHenry Parent Account you understand that the Co-Parent may use your payment method to top up the GoHenry Parent Account as well as the Child's Account. You or the Co-Parent can make one-off payments or arrange to pay a regular weekly or monthly amount by setting up a standing order from your bank account.

3.4 Funds will move automatically from your GoHenry Parent Account to your Child's Account either via the regular weekly allowance payment you set up during the activation process or through the payment of tasks. You or the Co-Parent can also move money across to your Child's Account and Card yourself using the 'quick transfer' button. Once added to your Child's Account, the funds can be withdrawn via a cash machine or spent using your child's GoHenry Card within the parental limits you have set.

3.5 Upon activation of your GoHenry Account default parental limits will be in place unless you amend them, any amendments to the parental limits must be within the Account Limits set out in section 6 below. The default parental limits are expressed in the table below:

<b>Age</b>	<b>Children (12 and Under)</b>	<b>Teens (13+)</b>
Maximum spend per week	£60	£100
Maximum spend per transaction	£30	£50
Maximum ATM withdrawal	£30	£50

In addition to setting the spend limits you can set limits for where your child can use their GoHenry Card, such as online, in store or at the ATM.

3.6 From time to time GoHenry will communicate with you by sending you mobile notifications (as described in Clause 13.1). In order to receive mobile notifications, you and the Co-Parent must enable them using the mobile app. Where you or the Co-Parent have not enabled mobile

notifications, GoHenry will not be held liable for losses incurred where we have sent notifications of security alerts such as account takeovers or breaches.

#### 4. ADDING A CO-PARENT TO YOUR GOHENRY PARENT ACCOUNT

3.1 You can add a Co-Parent to your GoHenry Parent Account. To add a Co-Parent to your GoHenry Parent Account you will need to log in on the website or your mobile app and follow the invitation instructions. You can only invite 1 additional GoHenry Co-Parent per GoHenry Parent Account. The Co-Parent must be over 18 years of age. Both you and the Co-Parent will share one Parent Account. **As part of the invitation process, you will need to confirm that you understand that you are entirely responsible and liable for the Co-Parent's use of your GoHenry Parent Account.** As an example, and for clarity purposes: if the Co-Parent tops up your Child's Account without your authorisation, you will be entirely responsible and liable for this top-up. **You can remove the Co-Parent's access to your Parent Account at any time.**

#### 5. IDENTIFICATION REQUIRED WHEN SIGNING UP FOR A GOHENRY CARD

5.1 The GoHenry Accounts and Card(s) are financial services products and GoHenry and IDT are therefore required by law to obtain, verify and retain certain information about customers. This information is used to administer your Card and to provide the GoHenry Services and to help identify you and your Card in the event that it is lost or stolen. This information is only kept for as long as is necessary and for the purposes described. Please see GoHenry's Privacy Policy at <https://www.gohenry.com/uk/terms-and-conditions/> for more information.

5.2 GoHenry and IDT need to know that you are at least 18 years old and a UK resident before you can be issued with a GoHenry Parent Account and provide a GoHenry Child Account and Card to your child. In order to do this, GoHenry carries out an online identity check as part of the sign up process and, in some cases, GoHenry may ask you to provide documentary evidence to support this. This is an identity check only, and although there will be a record of it on your credit file, it is not a credit check and will have no adverse effect on your credit rating. Please note that as part of this process, your personal information may be disclosed to credit reference and fraud prevention agencies.

5.3 Documents accepted as verification of your identity and address include: UK Passport, full UK Driver's Licence, a current Council Tax Bill or a Bank Statement plus a utility bill dated within the past 3 months.

5.4. Please note that if you add a Co-Parent to your GoHenry Parent Account, GoHenry will not carry out an online identity check on them. As the legal account holder, you will be liable for any actions taken by the Co-Parent in regard to the Accounts and GoHenry Card.

5.5 GoHenry distributes the e-money and reports to IDT. As such, in order to comply with applicable Anti-Money Laundering legislation, GoHenry is required to request additional information regarding customers' source of funds when certain thresholds are reached. Once your Parent Account has received loads in excess of £2,000, GoHenry will ask you for the following information:

- Time at your current address

- Employment status / source of income
- Employer and job title where applicable
- Industry / work environment where applicable
- Household income
- If your income is not your main source of funds for the Accounts, to describe the main source of funds

Once a credible source of funds has been provided, you will be able to continue using the Accounts and Card(s). If, however, after a reasonable period, this information has not been received by GoHenry, your Accounts and GoHenry Card(s) may be closed and any balances refunded to you.

5.6 There is a further threshold of £10,000 per calendar year (from 1<sup>st</sup> January to 31<sup>st</sup> December each year) and £60,000 per lifetime in loads to your Parent Account. Once this threshold is reached, any attempted additional loads will be refused until the following year.

5.7 When you sign up for the GoHenry Services and complete the ID Check screen, you are providing your consent to the identity and source of funds checks described in this Agreement being undertaken.

5.8 To reduce the risk of misuse, you must explain to your child how to use their GoHenry Child Account and Card responsibly and in accordance with this Agreement and you must do so before they start using them. As the legal Cardholder, the overall responsibility for use of the GoHenry Card lies with you.

## 6. FEES, CHARGES AND ACCOUNT LIMITS

6.1 The fees, charges and account limits associated with the Accounts and GoHenry Card(s) form an integral part of the Agreement. All fees, charges and account limits may be found under this section and on the GoHenry website. You should be aware that other costs may exist that are related to the GoHenry Card (such as a fee charged by an ATM service for withdrawing cash) but are not paid via GoHenry or imposed by GoHenry.

FEES AND CHARGES	GBP
<b>Monthly Membership Fee</b> per GoHenry Card (charged to the GoHenry Parent Account) *	£2.99
<b>Loading the Parent Account</b> (charged to you.  The first load in a calendar month  Subsequent loads in the calendar month	Free  Free  50p
<b>Transferring funds</b> from the GoHenry Parent Account to the GoHenry Child Account or from GoHenry Child Account to the GoHenry Parent Account	Free

<b>ATM WITHDRAWALS</b>	
Domestic (UK)	Free
International	Free
<b>POINT OF SALE TRANSACTIONS</b>	
Domestic (UK)	Free
International	Free
<b>ADMINISTRATIVE FEES</b>	
Fee for Replacement Card featuring the same design** - (lost, stolen or damaged)	Free
Fee for Replacement Card featuring a new design	Basic: £4.99 Collab: £5.99 Premium: £9.99 Exclusive: £19.99
Customer Funds Redemption Fee - During the term of the Card and up to 12 months post Expiry Date - More than 12 months following Expiry Date.	Free £5.00
Bank Transfer to refund funds from the GoHenry Account to your personal bank account without terminating the Agreement	£5.00
Administration fee for Chargeback processing	£15.00

\* For customers who signed up prior to January 2016, existing membership fees continue to apply.

\*\* Subject to availability, see section 15 for more information.

<b>ACCOUNT LIMITS – MONEY IN</b>	<b>GBP</b>
<b>PARENT LIMITS</b>	

Maximum account balance	£6,000
Minimum load	£2
Maximum Initial load	£100
Maximum load <ul style="list-style-type: none"> <li>- Per load</li> <li>- Per day</li> <li>- Per year</li> <li>- Lifetime</li> </ul>	£500 £600 £10,000 £60,000
Maximum load (volumes) <ul style="list-style-type: none"> <li>- Per day</li> <li>- Per year</li> </ul>	3 900
<b>GIFTLINK AND RELATIVE LIMITS</b> <i>The limits in this section are independent of each other</i>	
Maximum value per gift <ul style="list-style-type: none"> <li>- Per load</li> <li>- Per day</li> <li>- Per calendar month</li> </ul>	£250 £600 £1000
<b>TEEN WAGES</b>	
Maximum value per load <ul style="list-style-type: none"> <li>- Per single load</li> <li>- Per month</li> </ul>	£500 £1,200

<b>ACCOUNT LIMITS – MONEY OUT</b>	<b>GBP</b>
<b>CHILD SPEND LIMITS – these can be reduced by limits set by the parent</b>	
Maximum spend per day	£4,000
Maximum number of spends <ul style="list-style-type: none"> <li>- Per day</li> <li>- Per 4 days</li> </ul>	10 20

<b>CHILD ATM LIMITS – these can be reduced by limits set by the parent</b>	
Minimum ATM withdrawal	£5
Maximum ATM withdrawal (£) - Per transaction - Per day	£120 £120
Maximum ATM withdrawal (volume) - Per day - Per 4 days	3 4
<b>TRANSFERS BETWEEN GOHENRY ACCOUNTS</b>	
Parent account to each child account (per transaction)	£500
Child to a parent or a sibling in the same parent account (per transaction)	£500
Teen peer to peer payment/request - Per single load - Per month	£250 £250

6.2 **GoHenry is a subscription service** and there is a monthly membership fee per Child Account for the GoHenry Services, which includes the provision of your Child's Account and their GoHenry Card. These fees are chargeable from the date you activate your GoHenry Parent Account until such point as the Accounts have been cancelled. You can cancel at any time as set out in section 13.4 of this Agreement. The monthly membership fee will be deducted automatically from the available balance on your GoHenry Parent Account, NOT your Child's Account. **Please be aware that GoHenry membership fees are recurring/continuous authority transactions and your monthly membership fees will be debited on the monthly anniversary of the date you activated your GoHenry Parent Account.** If the balance available on your GoHenry Parent Account is insufficient to cover the membership fees due, payment will be taken using the debit card(s) you have attached to the Accounts and this will be subject to a £0.50 service charge. **Please also be aware that should you enter into a free trial subscription period, you will be billed the GoHenry membership fee in accordance with this section at the expiry of the free trial period.**

6.3 To keep the monthly membership fees as low as possible, the administration costs incurred by us in connection with loads to the GoHenry Parent Account will be passed on to you. For full details of all charges and when they apply, please see the Fees and Charges Table above.

6.4 Please note that all funds loaded to the Accounts must be electronic. Over the counter cash payment loads are prohibited.



## **7. AUTO TOP UP**

7.1 The GoHenry Auto Top-up feature is designed to ensure you do not run out of funds on your Accounts and that your child receives their weekly allowance on time. Unless you disable it, the feature is automatically enabled when you sign up to GoHenry. The feature will automatically top-up your GoHenry Parent Account with the default top-up amount (£10), using the debit card(s) you have attached to your GoHenry Parent Account, when:

7.1.1 your GoHenry Parent Account balance falls below the threshold. The default threshold is £5;

7.1.2 there are insufficient funds in the GoHenry Parent Account to pay your child's weekly allowance, tasks plus any membership fees;

7.1.3 there are insufficient funds in the GoHenry Parent Account to make a transfer you've requested to your Child's Account.

7.2 An email will be sent to you each time Auto Top-up is invoked with details of the successful top-up to your GoHenry Parent Account (or details of a failed top-up). If you do not want to enable Auto Top-up, please disable it upon sign up (or at any time thereafter) by accessing your GoHenry Parent Account, going to the 'Topping Up' section and setting the 'Auto Top-up' status to 'OFF'.

7.3 You or the Co-Parent can also change the default Auto Top-up amount at any time in the 'Topping Up' area of your GoHenry parent Account. If you do this, the new amount will be topped up every time your GoHenry Parent Account balance goes below the threshold.

7.4 Please remember that Auto Top-up uses your debit card to top-up your GoHenry Parent Account and that the costs of processing loads to your GoHenry Parent Account are passed on to you. This means that the Service Charge for loading the GoHenry Parent Account will be added to the amount topped-up. Details of both the Top-up amount and the load fee will be shown on your confirmation email.

## **8. HOW TO USE THE GOHENRY CARD**

8.1 A GoHenry Card may only be used by the child for whom the GoHenry Card was ordered. The GoHenry Card(s) are non-transferable, and you are not permitted to allow any other person to use your Child's GoHenry Card, for example, by disclosing the PIN or allowing them to use the Card to purchase goods. Prior to use, the GoHenry Card should be signed by your child on the signature strip located on the back.

8.2 It will be assumed that a transaction has been authorised by you or your child where either:

8.2.1 the GoHenry Card was inserted into a Chip & PIN device;

8.2.2. the GoHenry Card PIN was entered or a sales slip was signed;

8.2.3. relevant information was supplied to the merchant that allows them to process the transaction, for example, providing the merchant with the 3-digit security code on the back of your GoHenry Card in the case of an internet or other non face-to-face transaction, or

8.2.4. your GoHenry Card is tapped against a contactless-enabled reader and accepted by such reader.

8.3 GoHenry will receive notification of your authorisation by way of an electronic message in line with the rules and procedures of the Visa card network. Once you have authorised a transaction, the transaction cannot be stopped or revoked. However, you may in certain circumstances be entitled to a refund in accordance with Clauses 16 and 17.

8.4 On receipt of your authorisation, IDT will deduct the value of the transaction plus any applicable fees and charges from the Available Funds on the GoHenry Card. This happens electronically and this process cannot be stopped. If you or the Co-Parent or your child wishes to cancel a transaction, you must contact the merchant. There are certain rules on how quickly transactions should happen, as follows:

- 8.4.1 Within the European Economic Area (which includes the EU countries as well as Norway, Iceland and Liechtenstein), GoHenry will execute any transaction:
  - 8.4.1.1 in euro;
  - 8.4.1.2 in sterling or Gibraltar pounds within Gibraltar, in sterling between Gibraltar and the United Kingdom; and
  - 8.4.1.3 involving only one currency conversion between the euro and sterling, provided that the required currency conversion is carried out in Gibraltar and, in the case of cross-border transactions, the cross-border transfer takes place in euro;

by transferring the amount of the transaction to the payment service provider of the merchant (e.g. the merchant's bank) by the end of the next Business Day after instructions to make the payment are received.

- 8.4.2 Any other transactions within the European Economic Area will be executed no later than 4 Business Days after instructions to make the payment are received.
- 8.4.3 If the payment service provider of the merchant is located outside the European Economic Area, the transaction will be executed as soon as possible.
- 8.4.4 The instructions to make a payment will be received when GoHenry receives them from the merchant's payment service provider or automated teller machine (ATM) operator. If the instructions are received on a non-Business Day or after 4:30 pm on a Business Day, they will be deemed received on the following Business Day.

8.5 Transactions are processed as follows:

- 8.5.1 Any GoHenry transaction in a foreign currency will be converted into sterling. When the merchant seeks authorisation, this will be done at the rate of exchange provided by Visa, plus an additional 3% to cover exchange rate fluctuations between this time and settlement. At settlement, the rate of exchange provided by Visa is used without any fees and the authorisation amount is refunded. These exchange rates vary throughout the day and these changes can be applied immediately and without notice. Details of the current exchange rates can be found on the [Visa website](#). The exchange rates used, and how they are applied

to each transaction, are shown in your GoHenry Child Account history or mobile app. The information in your GoHenry Child Account and mobile app relating to your transactions is updated daily.

8.6 If there is not enough money in your Child's Account for the transaction your child is attempting to make, the transaction will be refused when the merchant seeks authorisation. On rare occasions a merchant may fail to seek authorisation for a transaction, and it may take your Child's Account into a negative balance. As long as it is the merchant's fault, and you have not deliberately used the GoHenry Card in a way that results in a negative balance, GoHenry will attempt to recover the money from the merchant. Situations like this will be dealt with on a case by case basis, but your child's Card may be suspended or restricted until a positive balance is restored or funds are retrieved from the GoHenry Parent Account or the debit card attached to the GoHenry Parent Account. GoHenry will inform you if the GoHenry Card is suspended unless this is prohibited by law. You must not attempt to spend more than the funds loaded onto the GoHenry Card and if you do so, you must repay any excess immediately. If you fail to do this, GoHenry and IDT reserve the right to use a debt collection agency and other legal remedies to recover the funds. GoHenry and IDT also reserve the right to charge you the expenses reasonably incurred in connection with any debt collection or enforcement efforts.

8.7 Your child can use the GoHenry Card for contactless transactions. Your child will need to have made at least one Chip & PIN transaction to activate the contactless part of the chip before doing so. Failing to do so will lead to a declined transaction. When using the GoHenry Card for contactless transactions, the contactless limit in effect at the time of the transaction will apply without using the PIN. This limit is set by the UK Government and regulated by Visa and may vary from time to time. You will be advised of any changes to the limit by email.

8.8 Normally, transactions made via the GoHenry Card are supported 24 hours per day, 365 days per year, however, this cannot be guaranteed and, in certain circumstances – for example, if there is a serious technical problem – GoHenry Card transactions or money transfers to your GoHenry Parent Account or your Child Account(s) may be unavailable.

8.9 To ensure GoHenry Cards are available in circumstances like this there are back-up systems in place. In the unlikely event that the Card Processor's systems are unavailable, Visa will take over processing GoHenry Card transactions. This ensures that GoHenry Cards can still be used and there is minimum disruption to the service, however, it also means that some of the extra checks created for transactions (such as the rules & limits unique to GoHenry) will not be in place during this time. This back-up system is in place to ensure that children can still use their GoHenry Cards if they need to (e.g. pay for travel home).

8.10 During any service disruption there is a limit of two emergency transactions until normal service is resumed. If this ever happens, it will be communicated to you and your child via mobile notifications to make sure you are aware and are kept up to date. It is possible that transactions made during such an outage will take the GoHenry Child Account into a negative balance. In these rare cases, the GoHenry Child Account will be topped up from your GoHenry Parent Account to bring the GoHenry Child Account balance back to zero. If no funds are available in your GoHenry Account, the necessary funds may be debited from the debit card attached to your GoHenry Parent Account.

## 9. RESTRICTIONS ON THE USE OF GOHENRY CARDS

9.1 You must ensure that your child has sufficient funds available on the GoHenry Card to pay for each purchase, payment or cash withdrawal using the GoHenry Card. Any Available Funds in your Child's Account can be cashed or spent using the GoHenry Card, within the spending limits you or the Co-Parent have set. You or the Co-Parent can limit how much can be withdrawn, or spent, in a single transaction as well as per week, and you can decide where the GoHenry Card can be used, nominating one or more of the following:

- On the internet
- On the High Street
- At cash machine

These spending limits can be varied at any time by you or the Co-Parent on the GoHenry website or using the mobile app.

9.2 The GoHenry Card can only be loaded using UK debit cards attached to a UK personal bank account. Credit cards, prepaid cards, over-the-counter cash payments, Maestro or Visa Electron are not accepted. Other means of loading including but not limited to corporate payments, foreign card payments, direct debits and bank account transfers will also be restricted. The GoHenry Card is not linked to a bank deposit account and is not a cheque guarantee card, charge card or credit card, nor may it be used as evidence of identity.

9.3 You or the Co-Parent must not load the GoHenry Parent Account using any card, bank account or other payment instrument if you are not the named holder of that payment instrument. Any breach of this requirement is taken very seriously and will treat any attempt to do so as a fraudulent act.

9.4. For the avoidance of doubt, as both you and the Co-Parent share the same GoHenry Parent Account, the Co-Parent will have to use your payment method to top up your GoHenry Child's Account. By adding a Co-Parent to your GoHenry Parent Account you agree to hold full responsibility and liability for the use of the GoHenry Parent Account by the Co-Parent, this includes the Co-Parent's use of your payment method. While the Co-Parent can access most of the GoHenry features, the Co-Parent will not be able to add or change your payment method. By adding a Co-Parent to your GoHenry Parent Account you understand that the Co-Parent will use your payment method to top up the GoHenry Parent Account as well as the GoHenry Child's Account. Without prejudice to claiming further damages, if you dispute the transaction and GoHenry is required to return funds loaded from a payment instrument that is not in your name, any funds lost and charges incurred, including any Chargeback Administration Fees will be recouped from your GoHenry Parent Account or linked payment card, per occurrence to you. See the Fees, Charges and Limits Tables above for details of this fee.

9.5. If extended family or friends wish to send funds to your GoHenry GoHenry Child Account there are two ways in which this can be done:

- You can send them a GiftLink using our GiftLinks feature
- You can invite them to "join the family" by adding them as a relative via the GoHenry website or mobile app.

Please see the Limits Table above for details of limits which apply to Giftlinks and relatives.

9.6. Using the GoHenry Card(s), Accounts and Services for any purpose contrary to laws, statutes or regulations applicable to you, including without limitation those concerning money laundering, fraud, criminal activity, or financial services, is strictly prohibited.

9.7. As the GoHenry Card is a youth card designed for use by children and teenagers between the ages of 6 years and 18 years only, unlike standard High Street Bank debit cards, there are restrictions on the GoHenry Card to prevent its use at adult merchants both on the High Street and online. This protection is provided by the Visa Merchant Category system. This system relies on merchants listing themselves appropriately which means that the protection offered can be limited. For example, if a pub is categorised as a pub or bar (i.e. a merchant that sells alcohol), a GoHenry Card cannot be used. However, if the pub sells food and chooses to list itself as a restaurant, the transaction cannot be blocked.

9.7.1 The GoHenry Card cannot be used at merchants that are listed under the following categories:

- Pubs, bars, nightclubs, and some restaurants
- Wine and beer wholesalers
- Cigar and tobacco shops
- Escort services and massage parlours
- Automated fuel dispensers
- Racetracks
- Adult entertainment venues, websites, or TV channels
- Online gaming and casinos

9.8 In addition to the Visa Merchant Category system blocks mentioned above, GoHenry offers parental controls and security alerts as an additional level of protection. The parental controls allow you to set limits for where your child can use the GoHenry Card and how much they can spend as well as monitor where and when purchases have been made by your child. The security alerts include, without limitations, notifications about possible account takeovers or breaches. The alerts are sent to you as mobile notifications.

9.9 Please note that GoHenry will not be liable for losses incurred if you choose to disable the mobile notifications. As the legal Cardholder, the overall responsibility for use of the GoHenry Card lies with you.

9.10 If you or the Co-Parent have set transaction limits on your Child's Card and your child attempts to buy something over these limits, the GoHenry system will intercept the transaction and block it.

9.11 Please note that while Visa debit cards can be used in cash machines across the world, some countries do not yet use the Chip & PIN system for in-store transactions and instead use the older Mag Stripe technology where the card has to be "swiped" through a card reader, and a signature may then be requested. As the GoHenry Card uses the latest technology, it does not work with the old Mag Stripe system. The USA is one of the countries where this is

sometimes an issue. Visa is working to have all US merchants moved over to Chip & PIN systems in the very near future.

9.12 GoHenry understands that your child may wish to use their Child Account to receive bank transfer payments (e.g. for items your child sells on or offline). Whilst GoHenry does not prohibit such use of the GoHenry Child Account, the ability for your child to receive money into their GoHenry Child Account via bank transfer is intended by GoHenry for the receipt of wages by your child, and using the GoHenry Child Account to receive bank transfer payments such as for items your child sells online is not advised. If your child still chooses to use their Child Account for the receipt of funds for items sold, GoHenry will not be liable for any losses incurred. Please note that where there is a request for money from the remitter bank due to claim of non-receipt of items sold, GoHenry is required to respond to that claim within 24 hours of receipt. Where funds remain in the GoHenry Child Account, GoHenry will remove those funds from the GoHenry Child Account and hold them as frozen funds for 24 hours, until satisfactory proof of postage is received. If no funds remain, GoHenry will advise the remitting bank of this. If proof of postage is received before the agreed deadline, GoHenry will provide IDT with such proof of postage. If IDT does not reply within 14 days, the frozen funds will be released back to the GoHenry Child Account. If IDT rejects the proof of postage within 14 days, the frozen funds will be released and returned to the remitter. GoHenry will not be liable for any reimbursement of funds.

9.13 Therefore, where GoHenry receives a request from a remitting bank to return any funds which have been transferred to the GoHenry Child Account by bank transfer for goods sold by your child, and where such a request is due to a claim of non-receipt of goods or an accusation of a scam, and funds remain in the GoHenry Child Account in respect of the amount requested to be returned by the remitting bank, GoHenry will remove that amount from the Child Account for 24 hours and contact you to request that you provide proof of postage or other evidence in respect of the goods sold. If you provide such evidence within the 24 hour period that is satisfactory in the absolute discretion of GoHenry, GoHenry will provide the remitting bank with the evidence provided. If within 14 days GoHenry does not receive any further request from the remitting bank in relation to the request to return the funds, GoHenry will release the amount back into the GoHenry Child Account. If the evidence provided is rejected by the remitting bank within the same 14 day period, the amount will be returned to the remitting bank.

9.14 Where any request for return of funds is received by a remitting bank which is not due to a claim of non-receipt of goods or an accusation of a scam, GoHenry reserves the right to withdraw the relevant amount of funds from the GoHenry Child Account where sufficient funds are available in the GoHenry Child Account in respect of the amount requested to be returned.

9.15 Where insufficient funds remain in the GoHenry Child Account in respect of the amount requested to be returned by the remitting bank, GoHenry will advise the remitting bank of this within 24 hours of receipt of the request. GoHenry will not be held responsible for any losses incurred by you or any other person as a result of such a request, including the reimbursement or return of any funds, and GoHenry shall be entitled to recoup an equal amount from your GoHenry Parent Account or linked payment card in order to return the amount to the remitting bank, where necessary in accordance with Clause 9.13. Where we are unable to recoup the amount from the GoHenry Parent Account or via your linked payment card, you shall be liable to pay GoHenry such equal amount to enable GoHenry to return the amount to the remitting bank.

9.16 The GoHenry Card is not permitted for use on Buy Now Pay Later ("BNPL") platforms. Please make your child aware of such a restriction on BNPL platforms. Should your child make any transaction on a BNPL platform, please contact the BNPL platform or the business directly to arrange a suitable, alternative payment option.

## 10. MANAGING THE GOHENRY CARD

10.1 A mobile notification will be sent to you and the Co-Parent to let you know that your Child has made a payment using the GoHenry Card. The mobile notification will set out: a reference to help you identify each transaction; the amount of each transaction; the currency in which the GoHenry Card is debited; the amount of any transaction charges including their break down, where applicable; the exchange rate used in the transaction by GoHenry and the amount of the transaction after the currency conversion, where applicable; and the date of the transaction

10.2 You or the Co-Parent can check the balance and Available Funds on your GoHenry Parent Account as well as view recent transactions by logging into your GoHenry Parent Account on the website or your mobile app, which is updated daily. You can also download your monthly statement by logging into your GoHenry parent Account on the GoHenry website. If necessary, you or the Co-Parent) can check your balances by contacting the GoHenry Member Services team on the following number: 0330 100 7676.

10.3 If, for whatever reason, you or the Co-Parent are not happy with something your child has purchased using their GoHenry Card, either online or in a shop (for example, if they buy goods which are faulty, or are not delivered), your contract is with the merchant and the merchant's terms and conditions apply. You or the Co-Parent must contact the merchant that sold the goods and ask them to replace the items or provide a refund. If you or the Co-Parent are unable to resolve the issue with the merchant, please contact the GoHenry Member Services team who will endeavour to assist.

10.4 Please **be aware that many children inadvertently sign up to subscription services such as Amazon Prime, Spotify, Netflix or Microsoft Xbox**. These services constitute a Subscription Billing arrangement between the Cardholder and the relevant merchant. If you, the Co-Parent or your child wishes to amend or cancel their subscription billing payment or have any query or dispute concerning their subscription billing payment, they may only do this by contacting the merchant directly and the terms and conditions set by the merchant will apply. To stop a subscription billing payment, you or the Co-Parent must notify the merchant directly no later than the close of business on the Business Day prior to the day on which the payment is due to be made. GoHenry and IDT will not be liable for any subscription billing payment that is deducted from your Accounts before you or the Co-Parent have notified the merchant in this manner. You or the Co-Parent will not be able to cancel a payment that has already been made to a merchant under these terms.

10.5 If you or the Co-Parent load funds into your GoHenry Parent Account and then authorise a payment or withdrawal of those funds, you agree that you will not charge back, cancel, reverse or de-authorise the payment method used to make that load. For the avoidance of doubt, if the Co-Parent loads funds into your GoHenry Parent Account using your payment method and then authorises a payment or withdrawal of those funds, you agree that you will not charge back,

cancel, reverse or de-authorise the payment method use to make that load whether such payment or withdrawal was authorised by you or the Co-Parent.

10.6 Without limiting either IDT or GoHenry's rights or remedies, if you do charge back, cancel, reverse or de-authorise a payment in such circumstances, you are responsible for refunding the payment to GoHenry. GoHenry may, at its discretion, recover the amount by reducing your GoHenry Parent Account balance, re-charging your debit card for the amount or otherwise collecting such amount from you.

## 11. EXPIRY OF THE GOHENRY CARD

11.1 Your child's GoHenry Card will expire on the Expiry Date. At that point, subject to your Accounts being in good order, fees up to date and the GoHenry Card still being actively used, you may be issued with a new GoHenry Card shortly before the Expiry Date. There is no obligation to do this and a new GoHenry Card will be issued at GoHenry's sole discretion. If a new GoHenry Card is issued, a new Expiry Date will apply and the new GoHenry Card will expire on that Expiry Date. Please note that you will never be asked to send an expired card back to GoHenry or IDT and neither IDT nor GoHenry will ever send anybody to collect it from your home.

11.2 If your child turns 18, and still has and is using the GoHenry Card, they will be able to continue to use it until the GoHenry Card expires. After that, it will be cancelled and you will need to contact the GoHenry Member Services team to cancel the GoHenry Child Account to prevent any further membership fees.

11.3 The arrangements for the issue of a replacement GoHenry Card in accordance with Clause 11.1 above will be communicated to you prior to your child's GoHenry Card expiring. The "cooling off" period described in Clause 12 will not apply to any replacement GoHenry Card. If you do not wish to receive a replacement GoHenry Card, **you may terminate the Agreement free of charge as set out in Clause 13.4.**

11.4 If there has been no money movement out of or in the GoHenry Child Account for a period of 6 months prior to the Expiry Date, GoHenry may choose to close the Accounts. If GoHenry chooses to close the Accounts, you will be notified of this decision by email and asked to confirm that the funds remaining on your Accounts can be returned to you. The funds will be returned to you to the debit card used to load your GoHenry Parent Account. Where payments have been made by bank transfer or standing order, your money will be refunded using the bank details held for you. You should allow 8-10 working days for the refund to show in your personal bank account or debit card, this is because it can take 5 working days for any outstanding purchases made on the GoHenry Cards to arrive and most High Street Banks will then take a further 2-3 working days before they show the refund in your personal bank account. If after 3 failed attempts and 90 days, GoHenry is unable to contact you to confirm how to return the funds, any funds remaining on your Accounts will be donated to a charity of GoHenry's choice.

11.5 Although the initial duration of the Agreement expires on the Expiry Date, due to the fact that it is possible for the Agreement to be extended, as set out in this Clause 11, this Agreement is treated as an indefinite agreement for the purposes of payment services regulation and should you wish to redeem the Available Funds on your Accounts you will not be charged a



redemption fee if you terminate the Agreement before the Expiry Date. Your right to cancel the Agreement in Clause 13.4 remains unaffected. Please note that should you wish to redeem the Available Funds 12 months following the Expiry Date, you will be charged a redemption fee that is proportionate and commensurate with the costs incurred by GoHenry, as shown in the Fees and Charges table.

## **12. COOLING OFF AND REDEMPTION PROCEDURE**

12.1 You are entitled to a 14-day “cooling off” period from the date you complete the sign-up process during which you may cancel your GoHenry Accounts and GoHenry Card(s). Should you wish to cancel your Accounts and GoHenry Card(s) and terminate this Agreement during the “cooling off” period, you can do so in accordance with Clause 13.4 of this Agreement. You will be asked to destroy the GoHenry Card(s) issued to you. Please note that you will never be asked to send an expired card back to GoHenry or IDT and neither IDT nor GoHenry will ever send anybody to collect it from your home.

12.2 If you have used any of the GoHenry Cards, you will not be entitled to a refund of any funds that have been spent, including any associated fees, but any unspent Available Funds will be refunded to you free of charge.

12.3 Following the end of the “cooling off” period, you may terminate this Agreement before the Expiry Date in accordance with Clause 13.4 and redeem all of the Available Funds free of charge. Upon termination of the Agreement your GoHenry Accounts and Card(s) will be closed.

12.4 Upon the Expiry Date, if the Agreement is being terminated, you may also redeem all of the Available Funds free of charge. Upon termination of the Agreement your GoHenry Accounts and Card(s) will be closed.

12.5 You may also redeem some or all of the Available Funds without terminating the Agreement by contacting the GoHenry Member Services team on 0330 100 7676 in accordance with Clause 15, in which case you will be charged a Bank Transfer fee in accordance with Clause 6.

12.6 If you request redemption of the entire Available Funds remaining balance of your Accounts, it will be assumed that it is your intention to terminate this Agreement and your GoHenry Accounts and GoHenry Card(s) will be closed.

12.7 The Available Funds will be returned to you to the debit card used to load your GoHenry Parent Account. The refund will be processed as quickly as possible once the cancellation is complete. Where payments have been made by bank transfer or standing order, your money will be refunded using the bank details held for you. You should allow 8-10 working days for the refund to show in your personal bank account or debit card, this is because it can take 5 working days for any outstanding purchases made on the GoHenry Cards to arrive and most High Street Banks will then take a further 2-3 working days before they show the refund in your personal bank account. Your redemption request will not be completed if it is reasonably believed that you have provided false information, there are concerns about the security of a transaction or if your GoHenry Accounts or Card(s) are not in good standing.

12.8 If for any reason you have some Available Funds left following the termination of the Agreement, you may redeem them in full up to 6 years following the Expiry Date. After 6 years the Available Funds will become GoHenry's property and you will not be able to redeem them. Please note that should you wish to redeem the Available Funds 12 months following the Expiry Date, you will be charged a redemption fee that is proportionate and commensurate with the costs incurred by GoHenry, as shown in the Fees and Charges table.

12.9 If upon termination of the Agreement the balance on your Accounts are less than £3.50, your permission will be requested to donate these funds to children's charities chosen by GoHenry. If you do not wish to do so, a refund of these Available Funds will be processed back to you free of charge.

12.10 If you wish to cancel after ordering the GoHenry Card but have not yet activated the GoHenry Card, please advise GoHenry Member Services on 0330 100 7676 that you wish to cancel the Account by email from your registered email address for this Account and destroy the GoHenry Card without activating it. Your Account will be cancelled, and no charge will be made by GoHenry for the order of the GoHenry Card.

### **13. TERMINATION OF THIS AGREEMENT**

13.1 Subject to Clauses 13.2, 13.3 and 13.4, this Agreement will terminate on the Expiry Date subject to:

- 13.1.1 a replacement GoHenry Card being issued to you on or before the Expiry Date in which case this Agreement will continue; or
- 13.1.2 a request for cancellation by you and/or redemption by you of the entire remaining balance on your Accounts and GoHenry Card(s). There are no cancellation fees, but redemption fees may apply as described in Clause 12.10 and 6.

13.2 GoHenry on its own behalf or on behalf of IDT may terminate this Agreement and inform you of the termination immediately unless prohibited by law:

- 13.2.1 if you breach an important part of this Agreement, or repeatedly breach the Agreement and fail to resolve the matter within 10 Business Days, or use your GoHenry Card(s) or any of its facilities in a manner that is reasonably believed to be fraudulent or unlawful;
- 13.2.2 if you act in a manner that is threatening or abusive to GoHenry staff, or any GoHenry representatives; or
- 13.2.3 if you fail to pay fees or charges that you have incurred or fail to put right any shortfall on the balance of your GoHenry Card(s).

13.3 GoHenry on its own behalf or on behalf of IDT may terminate the Agreement for no or any reason, including the reasons above, by giving you no less than two months prior written notice.

13.4 You may terminate the Agreement at any time free of charge by contacting the GoHenry Member Services team on 0330 100 7676 or [help@gohenry.co.uk](mailto:help@gohenry.co.uk). You can also follow the steps outlined in the "How do I close my GoHenry Account FAQs" here <https://uk.community.gohenry.com/s/article/gb-How-do-I-close-my-gohenry-account>

13.5 If the Agreement terminates, your GoHenry Card(s) will be cancelled. You will be notified of the cancellation by email and asked to confirm that the Available Funds, if

**any, remaining on your Accounts can be returned to you.** The funds will be returned to you to the debit card used to load your GoHenry Parent Account. Where payments have been made by bank transfer or standing order, your money will be refunded using the bank details held for you. You should allow 8-10 working days for the refund to show in your personal bank account or debit card, this is because it can take 5 working days for any outstanding purchases made on the GoHenry Cards to arrive and most High Street Banks will then take a further 2-3 working days before they show the refund in your personal bank account. If after 3 failed attempts and 90 days, GoHenry is unable to contact you to confirm how to return the Available Funds, any Available Funds remaining on your Accounts will be donated to a charity of GoHenry's choice.

#### **14. KEEPING YOUR GOHENRY CARDS AND DETAILS SAFE**

14.1 It will be assumed that all transactions entered into by your child with the GoHenry Card or the GoHenry Card details are made by your child unless you notify us otherwise in accordance with Clause 17.1.

14.2 You are responsible for keeping your GoHenry Card, PIN and its details safe at all times. This means you must take all reasonable steps to avoid the loss, theft or misuse of the GoHenry Card or details. Do not disclose the GoHenry Card details to anyone except where necessary to complete a transaction. You and your child should be happy that the merchant or service provider is genuine and has taken adequate steps to safeguard your information before proceeding with the transaction and supplying them with the physical GoHenry Card or details. Failure to comply with this may be treated as gross negligence and may affect your ability to claim any losses. **NEVER COMMUNICATE YOUR PIN TO ANYONE IN WRITING OR OTHERWISE.** This includes printed messages, e-mails and online forms. Please note that you will never be asked to send an expired card back to GoHenry or IDT and neither IDT nor GoHenry will ever send anybody to collect it from your home.

14.3 When you activate your child's Card via the GoHenry website or the mobile app, the PIN will appear on screen. Later on, if you or the Co-Parent (as applicable) need to check the PIN, you, the Co-Parent or your child can view it by logging into your Parent or Child Account. **You will not be sent the PIN through the post.** Your child may wish to change the PIN number to something more memorable and can do this at any cash machine. The PIN number will be required whenever the GoHenry Card is used to withdraw cash or to make purchases on the High Street.

Please note that **although the GoHenry Card is intended for use by your child, you are legally responsible for the use and safekeeping of the GoHenry Card. It is important to explain to your child that they must look after their GoHenry Card at all times and keep it secure and that the PIN number must be kept safe and not shared or given to anyone.**

Some useful tips to share with your child might include:

- Memorising the PIN and making sure no other party has access to it
- Never writing the PIN down anywhere
- Not disclosing your PIN to any person
- Shielding your PIN when at a cash machine

#### **15. LOST, STOLEN OR DAMAGED GOHENRY CARDS**

15.1 If your GoHenry Card is lost or stolen, or you think somebody may be using it without your permission, you should block the GoHenry Card on the website or mobile app and you or the

Co-Parent (as applicable) should contact GoHenry Member Services immediately on 0330 100 7676 to prevent fraudulent use of the GoHenry Card. A stop will be placed on the GoHenry Card so that it can't be used again, and you will then be issued with another GoHenry Card with completely new details. If you find your GoHenry Card after reporting it lost or stolen, you must destroy it by cutting it in half through the magnetic strip.

15.2 If the GoHenry Card is damaged, please contact the GoHenry Member Services team on 0330 100 7676 and it will be cancelled, and you will be issued with a new one.

15.3 Your replacement GoHenry Card will be free of charge where you request a card of the same design as the one lost, stolen or damaged, subject to availability. Where the design of your GoHenry Card is no longer available you may select a design from the same Category (Basic, Collab, Premium or Exclusive) or any lower priced Category free of charge. However, If you opt for a card with a new design, when the card with the same design is still available, you will be charged a replacement fee as shown in the Fees Table in section 6 above.

15.5 If your GoHenry Card has not been lost, stolen or damaged and you want a new GoHenry Card before the old one has expired, you will be charged a GoHenry Card replacement fee as shown in the Fees Table in section 6 above. The "cooling off" period described in Clause 12 does not apply to replacement GoHenry Cards.

## **16. PURCHASES FROM MERCHANTS**

16.1 Neither GoHenry nor IDT are responsible for the safety, legality, quality or any other aspect of the goods and services purchased with the GoHenry Card.

16.2 Where a merchant provides a refund for any reason, it can take several days for the notification of the refund and for the money itself to reach your Account. As such, please allow 5-10 working days from the date the refund was carried out for the refund to be applied to your GoHenry Card.

## **17. TRANSACTION DISPUTES AND CARD SUSPENSION**

17.1 If you believe you did not authorise a transaction or that a transaction was incorrectly carried out, in order to get a refund, you or the Co-Parent (as applicable) must contact the GoHenry Member Services team on 0330 100 7676 to report the disputed transaction without undue delay – as soon as you notice the problem, and in any case no later than 120 days after the amount of the transaction has been deducted from your GoHenry Card. As soon as possible, and in any event no later than the end of the Business Day after you have informed the Member Services team on 0330 100 7676 about the unauthorised transaction, you will be refunded any unauthorised transaction and any associated transaction fees and charges payable under this Agreement subject to the rest of this Clause 17, except in cases where a reasonable suspicion is held that you have acted fraudulently and GoHenry notifies the police or other relevant authority as permitted by law. GoHenry will then conduct an investigation as quickly as possible and notify you of the outcome. If the investigation shows that the transaction was indeed unauthorised, you will be permanently refunded the sums, as set out above in this Clause 17.

17.2 If a transaction initiated by a merchant (for example, this happens when you use your GoHenry Card in a shop and generally all of your transactions will be initiated by a merchant) has been incorrectly executed and proof is received from the merchant's payment service provider (e.g. the merchant's bank) that IDT is liable for the incorrectly executed transaction,

you will be refunded immediately for the transaction and any associated transaction fees and charges payable under this Agreement. Neither GoHenry nor IDT are liable for any incorrectly executed transactions if it can be shown that the payment was actually received by the merchant's payment service provider, in which case they will be liable. Transactions are executed in accordance with the transaction detail received. Where the detail was provided by you (although this should not happen often as usually transaction detail is provided by the merchant) and it was incorrect, neither GoHenry nor IDT will be liable for incorrectly executing the transaction but will make reasonable efforts to recover the funds involved. In such a case you may be charged a reasonable fee to cover administration costs, of which you will be notified in advance.

17.3 If you receive a late payment from another payment service provider (e.g. a refund from a merchant's bank) via your GoHenry Parent Account, your GoHenry Parent Account will be credited with the relevant amount of any associated fees and charges so that you will not be at a loss and it will be as if the payment was not late.

17.4 Subject to the rest of this Clause 17, your liability for any losses incurred in respect of unauthorised transactions arising from the use of your lost or stolen GoHenry Card, or the misappropriation of the GoHenry Card's details, is limited to £50 per transaction except where:

17.4.1 the loss, theft or misappropriation of the GoHenry Card was not detectable by you (e.g. if someone used your GoHenry Card online) before the unauthorised transaction took place (unless you acted fraudulently, in which case you are liable for all losses incurred in respect of the unauthorised transaction); or

17.4.2 the loss was caused by acts or omissions of an employee or agent of GoHenry or IDT, in which case you are not liable for any losses.

17.5 You will be liable for all losses incurred in respect of an unauthorised transaction if you, the Co-Parent or your child:

17.5.1 have acted fraudulently; or

17.5.2 have intentionally or with gross negligence failed to:

17.5.3 look after and use your GoHenry Card in accordance with the Agreement; or

17.5.4 notify GoHenry of the problem in accordance with Clause 15.1

17.6 Except where you have acted fraudulently, you will not be liable for any losses incurred in respect of an unauthorised transaction:

17.6.1 which arises after your notification to GoHenry;

17.6.2 where you have used the GoHenry Card in a distance contract, for example, for an online purchase;

17.6.3 where there has been a failure to provide you with the appropriate means of notification of an issue, as found in Clause 15.1.

17.7 The Member Services team may require you to complete a dispute declaration form. GoHenry may conduct an investigation either before or after any refund has been made and will let you know as soon as possible the outcome of any such investigation. If investigations show that any disputed transaction was authorised by you or you may have acted fraudulently

or with gross negligence, any refund made to you may be reversed and you will be liable for all losses suffered by GoHenry or IDT in connection with the transaction including, but not limited to, the cost of any investigation carried out in relation to the transaction. You will be given reasonable notice of any decision to reverse a refund.

17.8 In certain circumstances, a transaction will be initiated but not fully completed. Where this happens, this may result in the value of the transaction being deducted from the GoHenry Card balance and therefore unavailable for use. This is referred to as a “hanging authorisation” or “block”. In these cases, you will need to contact the Member Services team on 0330 100 7676 and present relevant evidence to show that the transaction has been cancelled or reversed.

17.9 IDT may, in its discretion, refuse to complete a transaction that you have authorised, in any of the following circumstances and without notice:

- 17.9.1 if there is a concern about the security of your GoHenry Card or there is a suspicion that your GoHenry Card is being used in a fraudulent or suspicious manner;
- 17.9.2 if there are not sufficient Available Funds to cover the transaction and all associated fees at the time that notification of the transaction is received;
- 17.9.3 if there is an outstanding shortfall on the balance of your GoHenry Card;
- 17.9.4 if there are reasonable grounds to believe that you are acting in breach of this Agreement;
- 17.9.5 if there are errors, failures (mechanical or otherwise) or refusals by merchants, payments processors or payment schemes processing transactions, or
- 17.9.6 if GoHenry or IDT are required to do so by law.

17.10 Unless it would be unlawful, where there is a refusal to complete a transaction for you in accordance with Clause 17.9 above, you will be notified as soon as reasonably practicable of the refusal and the reasons for the refusal, together, where relevant, with the procedure for correcting any factual errors that led to the refusal.

17.11 Your GoHenry Card may be suspended, in which case you will not be able to use it for any transactions, if there are reasonable concerns about the security of the GoHenry Card or if it is suspected the GoHenry Card is being used in a fraudulent or unauthorised manner. You will be notified of any such suspension in advance, or immediately after if this is not possible, and of the reasons for the suspension unless to do so would compromise reasonable security measures or otherwise be unlawful. The suspension will be lifted and, where appropriate, you will be issued a new GoHenry Card free of charge as soon as practicable once the reasons for the suspension cease to exist.

17.12 You may also be entitled to claim a refund for a transaction that you authorised provided that:

- 17.12.1 the authorisation did not specify the exact amount when you consented to the transaction; and

17.12.2 the amount of the transaction exceeded the amount that you could reasonably have expected it to be (taking into account your previous spending pattern on the GoHenry Card, the Agreement and the circumstances of this case).

17.13 Such a refund must be requested from the GoHenry Member Services team within 8 weeks of the amount being deducted from the GoHenry Card. You may be required to provide evidence to substantiate your claim. Any refund or justification for refusing a refund will be provided within 10 Business Days of receiving your refund request, or where applicable, within 10 Business Days of receiving any further evidence requested. The refund shall be equal to the amount of the transaction. Any such refund will not be subject to any relevant fees.

## **18. GOHENRY MEMBER SERVICES TEAM**

18.1 The UK based GoHenry Member Services team is available 7 days a week from 8am – 8pm. Contacts received outside these hours will be treated as having been received on the following Business Day. Please also note that calls may be monitored or recorded for training purposes.

You can contact the Member Services team by any of the following methods:

- Live Chat from either the website or mobile app
- Email [help@gohenry.co.uk](mailto:help@gohenry.co.uk)
- Phone 0330 100 7676
- Post GoHenry Member Services, Spectrum Point, 279 Farnborough Road, Farnborough, GU14 7LS

18.2 If GoHenry or GoHenry on IDT's behalf need to contact you or send you a notification under this Agreement, you will be sent an email to the email address or a mobile notification to the phone number held on your GoHenry Parent Account. In the event of suspected or actual fraud or security threats that may be noticed on your GoHenry Accounts or Card, you will be sent a mobile notification prompting you to contact the Member Services team. It is important, therefore, that you enable mobile notifications on your device. You will not be called directly in such cases, so if you receive a call from anyone telling you that they are calling you because they suspect that your GoHenry Accounts or Card(s) have been used by someone else, for example, please make sure that you do not speak to them but instead call the Member Services team straight away on 0330 100 7676, as these could be fraudsters.

18.3 If you are not satisfied with any element of the service you receive, any complaints should be made to the Member Services team using the contact details in Clause 18.1 above. Calls may be monitored or recorded for training purposes.

18.4 Every effort is made to make sure that you receive the best possible service. However, if you are not happy with how your complaint has been managed by the Member Services team and you wish to escalate your complaint, you should contact the card issuer, IDT Financial Services Limited, 57-63 Line Wall Road, Gibraltar, email address: [complaints@idtfinance.com](mailto:complaints@idtfinance.com), web [www.idtfinance.com](http://www.idtfinance.com) in the first instance for further assistance. Please also [click here](#) for more information on how to escalate a complaint to IDT. A copy of IDT's complaints policy can be found on IDT's [website](#) or requested by contacting the Member Services team.

18.5 If IDT is unable to resolve your complaint and you remain unhappy, you may contact the Gibraltar Financial Services Commission, PO Box 940, Suite 3, Ground Floor, Atlantic Suites,

Europort Avenue, Gibraltar, e-mail: [complaints@gfsc.gi](mailto:complaints@gfsc.gi), web [www.fsc.gi](http://www.fsc.gi). It is important to be aware that legally it is not the role of the Gibraltar Financial Services Commission to resolve disputes between you and IDT.

## **19. LIMITATION OF LIABILITY**

19.1 GoHenry will not be liable (legally and financially responsible) for:

- 19.1.1 any fault or failure relating to the use of the GoHenry Accounts or Card(s) that is a result of abnormal and unforeseeable circumstances beyond GoHenry's control which would have been unavoidable despite all GoHenry's efforts to the contrary, including but not limited to, a fault in or a failure of data processing systems;
- 19.1.2 the use of the Co-Parent of your GoHenry Parent Account;
- 19.1.3 the goods or services that your child purchases with the GoHenry Card(s);
- 19.1.4 any loss of profits, loss of business, or any indirect, consequential, special or punitive losses arising from your use or your inability to use the GoHenry Accounts or Card(s); or
- 19.1.5 a merchant refusing to honour a transaction or refusing a payment;
- 19.1.6 any acts or omissions that are a consequence of GoHenry's compliance with any national or European Union law, or any applicable rules or regulations of a regulator.

19.2 In any event the liability of GoHenry will be limited to the balance of the GoHenry Card at the time that the event(s) occur.

19.3 In addition to the circumstances in Clause 19.1 and Clause 19.2, GoHenry's liability shall be limited as follows:

- 19.3.1 where the GoHenry Card is faulty due to an issue with GoHenry, GoHenry's liability shall be limited to the replacement of the GoHenry Card or, at GoHenry's choice, repayment to you of the Available Funds on your GoHenry Card; or
- 19.3.2 where sums are incorrectly deducted from the GoHenry Card due to the fault of GoHenry, GoHenry's liability shall be limited to payment to you of an equivalent amount to that deducted.

19.4 Nothing in this Agreement shall exclude or limit any regulatory responsibilities on the part of GoHenry or IDT which GoHenry is not permitted to exclude or limit, or GoHenry or IDT's liability for death or personal injury.

19.5 If your child has used the GoHenry Card or allowed the GoHenry Card to be used fraudulently, in a manner that does not comply with this Agreement, for illegal purposes, or if your child has allowed the GoHenry Card or details to be compromised due to gross negligence, you will be held responsible for the use and misuse of the GoHenry Card. All reasonable and necessary steps will be taken to recover any loss from you, and there shall be no maximum limit to your liability except where relevant laws or regulations impose such a limit. This means your child should take care of their GoHenry Card and details and act responsibly, or you will be held liable.



19.6 The security of your money is taken very seriously. Your funds are held by the Issuing Bank, IDT, in a secure client account specifically for the purpose of redeeming transactions made via your GoHenry Card. This means that in the unlikely event of the insolvency of either GoHenry or IDT, funds in this client account will be protected against claims by creditors. Please note that the Gibraltar Deposit Guarantee Scheme does not apply to your funds as they are not deposits. By using your GoHenry Card and by entering into this Agreement you are indicating that you understand and accept these risks. The Member Services team will be happy to talk through any questions or concerns you might have.

## **20. DATA COLLECTION**

20.1 GoHenry collects certain information about the GoHenry customers and the users of the GoHenry Card in order to operate the GoHenry Card programme.

20.2. All information is collected and used in accordance with GoHenry's privacy policy ("Privacy Policy") which can be found at <https://www.gohenry.com/uk/terms-and-conditions/>. By accepting this Agreement, you accept GoHenry's Privacy Policy

20.3 GoHenry and IDT will manage and protect your personal data in accordance with the Data Protection Act 1998 (UK). UK General Data Protection Regulation, and the Data Protection Act 2004 (Gibraltar) respectively.

20.4 GoHenry will never pass your or your family's details to a third party for marketing purposes without your explicit permission.

20.5 You or the Co-Parent can opt-out of marketing on behalf of yourselves or your child. Further details can be found in GoHenry's Privacy Policy in the section titled "Opting out". Please note that this will opt you, the Co-Parent or your Child out of marketing communications only and not service communications (e.g. emails about planned maintenance, push notifications in relation to transactions, confirmation of loads, etc.).

20.6 GoHenry is reliant on you providing accurate information in order to implement its Privacy Policy and cannot be held responsible if you circumvent age restrictions by providing incorrect date of birth or other information.

20.7 You can contact GoHenry at any time to ask what data GoHenry is holding in regard to you, the Co-Parent and your Child and GoHenry will be happy to provide this unless prohibited by law from doing so. You can also request details to be amended if they are deemed to be incorrect i.e. your email addresses, home address, etc. If you wish to contact GoHenry about the information held, please email GoHenry at [legal@gohenry.co.uk](mailto:legal@gohenry.co.uk). If you would prefer this information be provided in hard copy, please contact the Data Protection Officer at the address below:

The Data Protection Officer  
GoHenry Ltd  
Stirley House,  
Ampress Lane,  
Lymington,  
SO41 8LW

## **21. CHANGES TO THE AGREEMENT**

21.1 If any changes are made, you will be informed by email and they will be published on the GoHenry website 2 months before the changes take effect (unless the law requires or permits

a more immediate change to be made or in the event of a change to the exchange rate). Copies of the most up-to-date version of the Agreement are available on the GoHenry website at all times on <https://www.gohenry.com/uk/terms-and-conditions/>. and will be sent to you by email upon request free of charge at any point during the Agreement.

21.2 You will be deemed to have accepted the change if you do not notify GoHenry otherwise prior to the date the change takes effect and continue to use the GoHenry Card. If you do not accept the change, you may end this Agreement immediately and free of charge before the expiry of the 2-month notice.

21.3 There may be times when GoHenry will have to change this Agreement without notice or with a notice shorter than 2 months, but this would happen in a very limited number of cases and only for legal, regulatory or security reasons, or to enable the proper delivery of the GoHenry Card scheme and Services. If this is the case, you will be notified of such changes with as much notice as possible, or as soon as possible after the change has taken effect if advance notice is not possible. Your right under Clause 13.4 to terminate the Agreement at any time free of charge would not be affected.

## **22. LAW AND COURTS**

22.1 The Agreement, and your relationship with GoHenry and IDT arising out of or relating to the Agreement, will be governed by the law of England and Wales. All disputes arising out of or relating to the Agreement shall be subject to the jurisdiction of the courts of England and Wales.

## **23. ASSIGNMENT**

23.1 The benefit and burden of this Agreement may be assigned to another company at any time by giving you 2 months' notice of this. If this is done, your rights will not be affected.

## **24. SEVERANCE**

24.1 If any term or provision in the Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of the Agreement but the validity and enforceability of the remainder of the Agreement shall not be affected

## **DEFINITIONS**

**"Account(s)"** means the GoHenry Parent and/or Child e-money account provided by IDT and administered by GoHenry as the context applies.

**"Agreement"** means these terms and conditions.

**"Available Funds"** means at any given time any unspent funds loaded onto your Card which are available to pay for transactions and fees and charges payable under this Agreement.

**"Business Day"** means any day other than a Saturday, Sunday or national public holiday on which banks are open for business in Gibraltar and the UK.

**"Card", "GoHenry Card" or "Prepaid VISA Card"** means an e-money card issued by IDT to you.

**"Child Account"** means the GoHenry child e-money account attached to the Card.

**"Commencement Date"** means the date you activate the Card.

**“Contactless”** means a payment feature that provides cardholders with a way to pay by tapping the Card on a point-of-sale terminal reader for transactions of up to a specified limit.

**“e-money”** means electronic money.

**“Expiry Date”** means the date printed on your Card which is the date your Card will cease to work.

**“GoHenry Services”** means the following services provided by GoHenry to you: the website, mobile apps, the physical GoHenry Cards and the Member Services team.

**“Parent Account”** means the GoHenry parent e-money account.

**“PIN”** means your unique personal identification number which is provided to you for use with your Card.

**“Co-Parent”** means the person you have invited to use your Parent Account in accordance with this Agreement.

**“website”** means the website at [www.gohenry.com/uk](http://www.gohenry.com/uk) unless specified otherwise in the Agreement.

**“you”** or **“your”** refers to the Parent Account holder and all Child Account and Cardholders.

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