

Acorns Early Website and Mobile App Terms of Use v6.4

Date of Last Revision: November 2024

This is where we tell you all about the legal terms and conditions that apply to the use of the Acorns Early website (details of which are included at www.gohenry.com/us), its related features and our mobile app (together, the “Acorns Early Services”). “Acorns Early” means GoHenry Inc, Service provider of GoHenry Limited.¹

It’s important that you read these terms, because this is where we spell out our responsibilities as website and mobile app owners, and yours as a website and mobile app user. By attempting to register with us and using the Acorns Early Services you are accepting these terms and conditions and are legally bound by them. If you don’t wish to be bound by the terms and conditions, your sole remedy is not to use our services.

We may make changes to these terms and conditions at any time with or without notice to you. If we do, we will post these changes on our website and they will be effective immediately. Please check regularly so that you are aware of any changes, as once they appear on our website, if you use the Acorns Early Services, it means that you accept them.

These terms apply to users of both the Acorns Early app and the GoHenry app, and who may have either an Acorns Early account or GoHenry account. As used herein, “Acorns Early account”, “account” or “your account” is inclusive of both Acorns Early and GoHenry account holders.

1. Your Responsibilities

Please note that if you are under eighteen years old you may use our website only to register with us with the prior authorization of a parent or guardian.

You agree that the details you provide us with while using the website or registering with us (such as your email address, your home address and your phone number) will be processed and used in accordance with our Privacy Policy. We may for example use the details you provide us with to communicate with you.

You warrant that all the information you provide us with for the purpose of registering with us, obtaining an Acorns Early Card (as defined in the Acorns Early US Cardholder Terms and Conditions) and opening an Acorns Early account is true, complete and current, and that the debit card, or the bank account you use to load the Acorns Early account is your own, and that there are sufficient funds available to cover your payments.

When you register with us you must choose a password. You are responsible for all actions taken under your password and you must only use the Acorns Early Services under your own password. It is your responsibility to keep your password safe and to ensure that it is not disclosed to anyone. If you think someone else might know it, you must change it. You must not permit anyone else to use your password.

You agree to have full responsibility for whoever you invite to access and use our Giftlinks feature.

Your child will be able to choose their own password. This must also be kept safe and not disclosed to anyone other than you, as parents or guardian.

2. Privacy Policy

We take your privacy very seriously. Our Privacy Policy, the terms of which are incorporated herein, explains the policies in place and used by us to protect your information and the ways in which your information may be shared.

3. Payment

¹ Acorns Early was formerly referred to as GoHenry.

Your payments to us go into your Acorns Early parent account and then onwards to your child's account or to pay the monthly subscription fees. Acorns Early accepts most major debit cards.

4. Our Fee

We will charge you a monthly fee for each child's use of the Acorns Early Services, which includes your child's account and their Acorns Early Card. The monthly subscription fee will be added on when we give you the total amount you need to pay, and will be deducted automatically every month from the outstanding balance on your parent account. If you have insufficient funds in your Acorns Early parent account to cover these fees, you authorize us and we reserve the right to debit the amount due from the debit card(s) attached to the parent account. To be very clear, please note that Acorns Early is a SUBSCRIPTION SERVICE and the Acorns Early subscription fees are recurring/continuous transactions. Your monthly subscription fees will be debited on the monthly anniversary of the date you activated your Acorns Early parent account. Please note that should you enter into a free trial subscription period, you will be billed the Acorns Early subscription fee in accordance with this section at the expiry of the free trial period.

5. Changing Your Mind

If you register with us to open an account for your child and then change your mind, please let us know by calling us on (855) 739-2859 or emailing us on help@acornsearly.com and we will cancel your application. You may also cancel through our mobile app. If your child's Acorns Early Card has already been sent out, we'll arrange to cancel the card and refund the balance of your account.

6. Recommend a Friend

We run a Refer a Friend program under which an Acorns Early parent may recommend a friend to Acorns Early. Under this program and as a thank you for helping grow the Acorns Early family, the Acorns Early parent and/or the referred friend may receive a gift. The terms of this program are publicly displayed on our website, and may be terminated or modified by Acorns Early at any time and for any reason.

For the avoidance of doubt, we can reward a referral only for a genuinely new referral (that is, someone who has never registered with us before) who opens an account with us. Please note that it may take up to two weeks for the reward to appear in the Acorns Early parent's and the referred friends' (if applicable) Acorns Early account.

7. Giftlinks and Relatives

Acorns Early's Giftlinks and Relatives features both provide a simple and secure way for children to receive money straight to their Acorns Early Card on special occasions from friends and relatives. Your access and use of our website and its related features to gift money to an Acorns Early child through our Giftlinks or Relatives feature is subject to your compliance with these terms.

You may use our Giftlinks or Relatives feature to gift money to an Acorns Early child who is an authorized user of an Acorns Early account established by an Acorns Early parent.

When you receive a Giftlinks invite from an Acorns Early parent you will be prompted with a secure web page where you will be able to gift money to their child's Acorns Early Card (without the need to download the Acorns Early application). You may gift money through the Giftlinks feature with your debit, credit or pre-paid card, however, gifts may not be sent from certain countries due to financial and trade sanctions. Gift money paid into a child's account must be made in USD (\$) and you may be charged additional fees by your bank (such as currency conversion fees or transaction fees) if you submit a payment using a debit/credit card registered to a non-USD (\$) account. If you are under 13 and want to gift money you must obtain your parents' approval first. When gifting money, always keep in mind our load limits as described below. The Acorns Early child and the parent will be notified as soon as you gift money. The monetary gift will be delivered to the child's Acorns Early card on the delivery date set by their parents. You will be notified when the delivery date of the gift is reached. To make subsequent gifts, you will need to make additional monetary gifts. The entire balance of the monetary gift will be transferred on the gift delivery date set by the parents.

Please note that an Acorns Early parent may disable a Giftlink invite at any time and for any reason. If you have gifted money before a Giftlink invite is disabled, the Acorns Early child will still receive your gift.

When you receive a Relatives invite from an Acorns Early parent you will be prompted to create a secure web account where you will be able to log on and gift money to their child's Acorns Early card, the Relatives account that you create will only be accessible through the Acorns Early website and cannot be accessed through our mobile app. Please be advised that you may only create a Relatives account if you are over the age of 18. You may gift money through the Relative feature with your debit, credit, or pre-paid card, however, transactions from certain countries may not be allowed due to financial and trade sanctions or in the event of suspected unauthorized or other fraudulent activity in Acorns Early's sole discretion. Gift money paid into a child's account must be made in USD (\$) and you may be charged additional fees by your bank (such as currency conversion fees or transaction fees) if you submit a payment using a debit/credit card registered to a non-USD (\$) account. When gifting money always keep in mind our load limits as described below.

The Acorns Early child and the parent will be notified as soon as you gift money. The monetary gift will be delivered to the child's Acorns Early card immediately.

We do not charge a fee for your access or use of our Giftlinks or Relatives feature.

Once a gift is made through our Giftlinks or Relatives features, it cannot be refunded back to you.

For security and regulatory purposes, we impose limits on our Giftlinks and Relatives features, including limits on the amount to be gifted, subject to applicable law. The Giftlinks and Relatives features can only be used for a single load of funds to a child's Acorns Early Card.

The applicable limits are:

Event	Maximum number of daily load	Single load limit	Monthly load limit	Monthly load limit time period
Relative/Giftlinks loads*	30	\$500	\$1000	per calendar month

*All limits are applied to the recipient child as of the date the Gifter/Relative makes the payment, not the date the child receives the payment.

Any payments exceeding the load limits will be rejected.

The annual maximum amount of received payments to an Acorns Early child account is nine hundred ninety nine (999) loads of a total of ten thousand dollars (\$10,000) per year.

8. Payment Request

Acorns Early's Payment Request feature provides a simple and secure way for an Acorns Early child to request money from others. Your access and use of our website and its related features to send money to an Acorns Early child through our Payment Request feature is subject to your compliance with these terms.

You may use our Payment Request feature to send money to an Acorns Early child who is an authorized user of an Acorns Early account established by an Acorns Early parent.

Anyone with a debit or credit card registered to a valid US address may send money through our Payment Request feature. We also allow payments to be sent from certain other countries outside of the US, however, payments may not be sent from certain countries due to financial and trade sanctions or in the event of suspected unauthorized or other fraudulent activity in Acorns Early's sole discretion. Money paid into a child's account must be made in USD (\$) and you may be charged additional fees by your bank (such as currency conversion fees or transaction fees) if you submit a payment using a debit/credit card registered to a non-USD (\$) account. Please note that we do not accept pre-paid card payments.

We do not charge a fee for your access or use of our Payment Request feature.

For security and regulatory purposes, we impose limits on our Payment Request feature, including limits on the amount to be sent, subject to applicable law.

The applicable limits are:

Event	Single load limit	Monthly load limit	Time period
Teen payment request	\$250	\$250	Calendar month

9. Copyright

All of the content of our website, including without limitation the Acorns logo, Acorns Early logo, and GoHenry logo, is owned by us and is protected by US and international copyright laws. Do not copy, download or use any of our material for either private or commercial use.

10. Uploading images and other material

You must not upload, message, transmit or otherwise make available or initiate any content that:

- Is unlawful, libellous, abusive, obscene, discriminatory or otherwise objectionable;
- Includes information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights.

11. Questions to our experts and messages on our site

If you post questions for our experts or messages on our blogs or forums you own the copyright to this text. However, by posting text, you grant us unlimited free license to republish that text on our site and to redistribute, make available or sell that text in print or electronic form anywhere in the world as part of an edited compilation or otherwise.

12. Liability

We do not guarantee your access to our site, or its content, will be delivered uninterrupted or error-free, or that the site will be free from viruses or other harmful properties. It is your responsibility to put in place satisfactory safeguards and procedures to make sure that any material you obtain through our site is free from contaminations or other harmful properties. We reserve the right to do any of the following with or without notice: (1) to modify, suspend or terminate operation of or access to the website, application, or any portion thereof; (2) to modify or change the website, application, any portion thereof, or any applicable policies or terms (except as described in the Privacy Policy); and (3) to interrupt the operation of the website, application, or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

We take every measures to prevent internet fraud and to ensure that any data collected from you is kept safe and secure. However, in the unlikely event of a breach in our secure computer servers, we cannot be held liable.

Under no circumstances will we be held liable for any direct, indirect, incidental or other kind of loss or injury resulting from your use, or downloading of any content on our site.

13. The Legal Side

It is a crime to use a false name or a debit card or bank account that is known to be invalid. If you are caught entering false or fictitious information you may be prosecuted. Acorns Early tracks the “digital fingerprint” of every person who registers with us, to enable us and all legitimate crime prevention authorities to trace individuals engaged in criminal activities on our website. Please see our Privacy Policy for more information of how and why we do this.

Acorns Early has the right to end our agreement with you and to suspend or terminate your access to the Acorns Early services if any of the following occurs:

- You breach our terms and conditions
- You fail to make a payment to us that is due
- You fail to provide, when asked, information to allow us to check your identity or the validity of any information you have given us
- We suspect you have been or are engaged in fraudulent or illegal activity on Acorns Early Services

If you break any of these terms and conditions, or if liabilities are incurred as a result of your use of the Acorns Early Services, you will be responsible for the costs and expenses, including legal fees, that we, or our employees, officers, directors or agents incur as a result. This will include any costs that result if someone else uses your personal information, or your Acorns Early account, unless you can prove that it has been used fraudulently.

14. E-Sign Consent

Acorns Early and its affiliates and third-party service providers may need to provide you with certain communications, notices, agreements, billing statements, or disclosures in writing (“Communications”) regarding our services. Your agreement to this E-sign Consent confirms your ability and consent to receive Communications electronically from Acorns Early, its affiliates, and its third-party service providers, rather than in paper form, and to the use of electronic signatures in our relationship with you (“Consent”). If you choose not to agree to this Consent or you withdraw your consent, we are unable to provide the Acorns Early Services and the Acorns Early account will be closed.

15. Electronic Delivery of Communications and Use of Electronic Signatures

Under this Consent, Acorns Early may provide all Communications electronically by email or by making them accessible via Acorns Early websites or applications. Communications include, but are not limited to:

- Agreements and policies required to use the Services which can be found in our terms and conditions (e.g. this Consent, the Acorns Early & CFSB Privacy Policies, the Acorns Early Cardholder Terms and Conditions, the Website and App Terms of Use) ;
- payment authorizations and transaction receipts or confirmations;
- account statements and history;
- and all federal and state tax statements and documents.

If you have separately and expressly consented to receive text messages, communications may be sent via text message to the phone number you provide to us. To opt-out of text messages, text STOP to 21048 at any time. Please see our Privacy Policy for text message terms. We may also use electronic signatures and obtain them from you.

16. System Requirements

To access and retain the electronic Communications, you will need the following:

- A computer or mobile device with Internet or mobile connectivity.
- For website-based Communications, a current web browser that includes 128-bit encryption. Minimum recommended browser standards are Microsoft Internet Explorer (current version), Mozilla Firefox (current version), Apple Safari (current version), or Chrome (current version). The browser must have cookies enabled.

- For application-based Communications, a mobile phone operating system that supports text messaging, downloads, and applications from the Apple App Store or Google Play store.
- Access to the email address used to create an account for Acorns Early Services.
- Sufficient storage space to save Communications and/or a printer to print them.
- If you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add noreply@acornsearly.com to your email address book.

17. Paper Delivery of Communications

You have the right to receive Communications in paper form. To request a paper copy of any Communication at no charge, please write to Acorns Early, 5300 California Avenue, Irvine, CA 92617, USA Attn: Customer Support - Legal (“Acorns Early Address”) within 180 days of the date of the Disclosure, specifying in detail the Communication you would like to receive.

18. Withdrawal of Consent to Electronic Communications

You may withdraw your consent to receive electronic Communications at any time, by writing to the Acorns Early Address. However, withdrawal of your consent to receive electronic Communications will result in termination of your access to services and your Acorns Early Account will be closed. Any withdrawal of your consent will be effective after a reasonable period of time for processing your request.

19. Updating Your Email Address

You can change your email address by writing to the Acorns Early Address. You can also change your email address yourself through the Acorns Early Services.

20. Contact Us

If you would like to know more about these terms and conditions, or you need to contact us for any reason, our Customer Support Team is normally available from 8am to 5pm EST.

Contact us by emailing help@acornsearly.com, calling us on our toll-free number: (855) 739-2859 or writing to us at:

Acorns
 Customer Support
 5300 California Avenue
 Irvine, CA 92617
 USA

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