GoHenry US Cardholder Terms and Conditions v7

IMPORTANT - PLEASE READ CAREFULLY

Effective from 9th June 2024 or immediately upon acceptance by the GoHenry Parent Account Holder

This Cardholder Terms and Conditions ("**Agreement**") outlines the terms and conditions under which the GoHenry Prepaid Mastercard has been issued to you by Community Federal Savings Bank ("**Community Federal Savings Bank**" or "**Issuer**"). The Issuer is an FDIC-insured member institution. "**Card**" means the GoHenry Prepaid Mastercard issued to you by Community Federal Savings Bank. By activating the Card, you agree to be bound by the terms and conditions contained in this Agreement. "**Card Account**" or "**Parent Account**" means the records we maintain to account for the value of claims associated with the Card. "**You**" and "**your**" mean the person or persons who have received the Card or who are authorized to use the Card as provided for in this Agreement, including Co-Parent and Child Account Cardholders unless specified otherwise. "**We**," "**us**" and "**our**" mean the Issuer, our successors, affiliates, or assignees.

"**GoHenry**" means GoHenry Inc, service provider of GoHenry Limited. "**Services**" or "**GoHenry Services**" means the prepaid account services operated by GoHenry that, among other features, provide the Parent Accountholder (or the authorised Co-Parent where applicable) with the ability to control and monitor the Parent Account and Child Account(s), including, specifically, the ability to set spending parameters and approve purchases using any Child Account(s). "**Parent Accountholder**" means the individual that opens the Parent Account and Child Account(s). A "**Child Account**" means a sub-account of the Parent Account (i.e. your child's card account), established by the Parent Accountholder or Co-Parent and utilized for the purpose of identifying, monitoring and approving Card transactions by a Child Account Cardholder. A Co-Parent or Parent Accountholder may close an existing Child Account by following the instructions provided by GoHenry through the Services. "**Child Account Cardholder**" is any individual authorized to use a Child Account by the Parent Accountholder or a Co-Parent. "**Co-Parent**" means the person you have designated as, and has agreed to act as, an authorized user of the Parent Account in accordance with this Agreement.

GoHenry does not hold funds; any funds that you may add to your Card Account are solely held by Community Federal Savings Bank. The Card Account is a prepaid account established for you at Community Federal Savings Bank, and holds funds loaded by you or a Co-Parent. The funds associated with your Card Account are held in a pooled deposit account at Community Federal Savings Bank, and your funds in this pooled deposit account may be combined with the funds of other GoHenry cardholders. You will have access to your funds at all times unless otherwise stated in this Agreement. The maximum amount that may be held in the Parent Account is $6,000. GoHenry may offer additional services not controlled or provided by Issuer, and you agree not to hold Issuer liable for issues that may arise from your use of other services or features provided to you by GoHenry.

You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. The cardholder agrees to sign the back of the Card immediately upon receipt. The Card 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. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card. The Card is not a credit card or a gift card and is not intended for gifting purposes. The Card is not for resale. You will not receive any interest on your funds in the Card Account. Your Card Account does not constitute a checking or savings account and is not connected in any way to any other account you may have the Issuer. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is non-transferable and may be cancelled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement. You may not use your Card(s) for gambling, including online gambling, or any illegal transaction. We reserve the right to cancel, close or restrict use of the Card and Card Account, including by refusing the processing of any transaction, if we believe you have violated this Agreement or any applicable law.

Our business days are Monday to Sunday, excluding federal holidays, even if we are open. Any references to "**days**" found in this Agreement are calendar days unless indicated otherwise. Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place.

Please read this Agreement carefully and keep it for future reference.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW CARD ACCOUNT: To help the government fight the funding of terrorism and money-laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account.

What this means for the Parent Accountholder: When you open a Card Account, we will ask for your name, address, date of birth, social security number, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other identifying documents.

As the legal account holder, you (Parent Accountholder) will be liable for any actions taken by the Co-Parent or Child Account Cardholder in regard to the Card Account (including any Child Account) and GoHenry Card.

FDIC Insurance. The funds underlying your Card Account are FDIC-insured through Community Federal Savings Bank up to the applicable limits in the event the Community Federal Savings Bank fails, provided we have been able to fully verify your identity.

1. Activating Your Card

Once you have signed up for your GoHenry Parent Account, via the GoHenry website or mobile app, as part of the activation process you will be asked to make an initial load to your GoHenry Parent Account, we recommend at least one week's allowance for your child (please note, your initial load is limited to $100). After this, your child will be able to make use of the Card details within three (3) hours. When you have received your physical GoHenry Card you will need to activate it before it can be used. You can activate your physical Card via the GoHenry website or mobile app, to do this you will need to provide personal information in order to verify your identity.

Personal Identification Number (PIN)

Upon activation of your physical Card, you will be notified of your Personal Identification Number ("**PIN**") for your corresponding Card Account. You can change your PIN for your Card Account at an ATM. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labelled "Your Liability for Unauthorized Transfers."

2. Authorized Card Users

The Parent Accountholder and Co-Parent (if applicable) are responsible for all authorized transactions initiated and fees incurred by use of your Card(s) and all transactions permitted or approved on any Child Account(s). If you permit another person to have access to your Cards *or* Card numbers, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

3. Designating a Co-Parent to your GoHenry Parent Account

The Parent Accountholder may designate a Co-Parent to the Parent Account. To designate a Co-Parent to the Parent Account the Parent Accountholder will need to log in on their GoHenry account through the GoHenry mobile app and follow the designation instructions. The Parent Accountholder can only designate one (1) Co-Parent per Parent Account. The Co-Parent must be over 18 years of age (or older if you reside in a state where the majority age is older). The Parent Accountholder and the Co-Parent will share one Parent Account. **As part**

of the designation process, the Parent Accountholder will need to confirm that the Parent Accountholder understands that Parent Accountholder is responsible and liable for the Co-Parent's use of the Parent Account, and the Co-Parent must agree to the terms of this Agreement and the designation of "Co-Parent" hereunder. You can remove the Co-Parent's access to your Parent Account at any time by emailing us at help@gohenrycard.com.

4. Additional Card Accounts

The Parent Accountholder or Co-Parent may request more than one Child Account in connection with the GoHenry Services. The maximum number of Child Accounts permitted in either Account Plan (see below) is four (4). You must notify us to revoke permission for any person you previously authorized to use a Card. If you notify us to revoke another person's use of a Card, we may revoke that Card and issue a new Card with a different number. You remain liable for any and all usage of an additional Card you authorize.

5. Account Plan

There are two account plans available that allow you to access the Services, as detailed below:

Child Plan

The Child Plan allows you, the Parent Accountholder, to sign up for a single Child Account and also enables you to extend the number of Child Accounts on your Child Plan up to a maximum of four (4). Please note each Child Account is paid for separately.

Family Plan

The Family Plan allows you, the Parent Accountholder, to sign up for two or more Child Accounts (up to a maximum of four (4)) for a single fixed rate.

Associated fees can be found in the Fee Schedule and Limitations table below.

6. Parental Limits

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 Limitations set out in the Fee Schedule and Limitations table 7 below. The default parental limits are expressed in the table below:

Age	Children (12 and Under)	Teens (13+)
Maximum spend per week	$80	$120
Maximum spend per transaction	$40	$60
Maximum ATM withdrawal	$40	$60

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 (please note cash is only available through ATM withdrawals).

7. Your Representations and Warranties

By activating the Card or by retaining, using or authorizing the use of the Card, you, the Parent Accountholder and the Co-Parent (if applicable), represent and warrant to us that each of: (i) You are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or alien residing in state or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct, and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

8. Fee Schedule and Limitations

This section outlines our fee schedule and account limits.

The Parent Accountholder agrees to pay us the fees set forth in the Fee Schedule below. Except as otherwise detailed below or where prohibited by law, fee amounts will be deducted from the balance on the Card Account detailed below or, where there are insufficient funds available, withdrawn from your Funding Account.

These are the fees that relate to your membership, ATM withdrawals, card purchases and card replacements:

Fee Item	Account Charged	Fee
Monthly Membership Fee*	Parent Account	$4.99 per month per Child Account for the Child Plan $9.98 per month for the Family Plan
Load via Debit Card	N/A	No Fee
ATM withdrawal**	Child Account (Your child's card)	No Fee
International ATM withdrawal**	Child Account (Your child's card)	No Fee
International Card transactions***	N/A	No Fee
Card Purchase - Standard	N/A	No Fee
Card Purchase - Customized or Collab****	Charged to the Parent Account or Child Account requesting it (Parents and children can purchase custom cards)	Custom: $4.99 per card Collab: $5.99 per card
Card Replacement (lost, stolen, damaged) - different design *****	(Same Parent Account)	Custom $4.99 per card Collab: $5.99 per card
Card Replacement (lost, stolen, damaged) - same design *****	N/A	No Fee

* The Monthly Membership Fee will be deducted from the balance on the Parent Account or with your authorization, directly from your Funding Account (if you have been selected to participate in the pilot). If there are insufficient funds in the Parent Account, the monthly membership fee will be withdrawn from your Funding Account, pursuant to the authorization provided by the Parent Accountholder or Co-Parent to GoHenry.

** The owners of ATMs or other networks may impose an additional charge to use their terminals and you may be charged a fee for a balance inquiry even though neither Issuer nor GoHenry support this functionality or if you do not complete a fund transfer. Such other fees and charges also will be deducted from the relevant Child Account, and if insufficient funds in the Child Account, the Parent Account.

*** Please note: International Card transactions will be subject to the currency conversion rates of the card network operator (Mastercard), as such may be in effect and applied by Mastercard at the time of the Card transaction. The currency conversion rate established by Mastercard is in addition to the International Card Transaction Fee described above.

**** Subject to promotional and marketing offers.

***** This relates to card replacements for lost, stolen, or damaged cards. In this circumstance, if you'd like us to replace your existing card with the same custom card design as you currently have, you will not be charged. Additionally, where your existing card design is no longer available you will be able to select a different card design at no additional fee. However, if your existing card design is available and you'd like to pick a different custom/collab card design, there will be a charge as disclosed in the table above.

Your wireless carrier may charge fees for your data usage in connection with your use of GoHenry Services. The fees here are unrelated to any such fees that may be charged to you by a third party, arising from your use of GoHenry Services.

These are the limitations that relate to loading your Parent Account, ATM withdrawals and spending using your GoHenry Card:

Limitations	**Value**
Maximum Initial Load	$100
Maximum Balance for a Parent Account including Child Accounts	$6,000
Minimum Load Per Transaction	$2.00
Maximum Load Per Transaction	$500
Maximum Number of Loads Per Day	3
Maximum Number of Loads per Year	900
Maximum Load per Day per Parent Account	$500
Number of purchases allowed per day	10
Value of purchases allowed per day	$2,500
Number of ATM withdrawals allowed per day	3
Value of ATM withdrawals allowed per day	$120
Number of purchases allowed over 4 days	20
Value of purchases allowed over 4 days	$5,000
Number of ATM withdrawals allowed over 4 days	4
Value of ATM withdrawals s allowed over 4 days	$480
Giftlinks and Relatives	
Number of Loads/Gifts per day	30
Maximum Load per Gift	$500
Maximum Monthly Load Limit	$1000

9. Loading Your Parent Account

Funds may be added to your Parent Account, called "**value loading**" at any time, subject to the restrictions below. The initial value load, as well as each value reload, is referred to in this Agreement as a "**load**." You may load your Parent Account via a debit transaction from your Funding Account. A "**Funding Account**" is the Parent Accountholder's account at a third-party financial institution that is used to add funds to the Parent Account.

You, as Parent Cardholder, represent and warrant: (1) that you have the right to authorize any and all charges and debits to the Funding Account; (2) the Funding Account is held at a depository institution located in the U.S.; and (3) you are individually or jointly the owner of the Funding Account. You, as Co-Parent, represent and warrant that you have the right to authorize any and all charges and debits to the Funding Account. You will indemnify and hold us harmless from any claims by any person related to the Funding Account, including any other owner of the Funding Account. You are not permitted to link your Card Account with a credit, debit, gift, or other type of card issued by a third party or another bank.

The Parent Accountholder or Co-Parent may load funds to the Parent Account by authorizing Issuer to initiate a debit card transaction from the Funding Account for a specified amount on either a one-time or recurring basis. **Such authorization shall be provided by the Parent Accountholder or Co-Parent to Issuer via the GoHenry website or mobile apps.** For the avoidance of any doubt, as both the Parent Accountholder and the Co-Parent share the same Parent Account, the Co-Parent will have access to the Parent Accountholder's Funding Account to top up the Child Account, and Parent Accountholder understands that the Co-Parent may use the Funding Account to top up the Parent Account as well as the Child Account, and authorizes Co-Parent to provide any transfer instruction in connection with the Funding Account. The Co-Parent will not be able to add or change the Parent Accountholder's Funding Account.

Loading by Credit/Debit Card. The Parent Accountholder or Co-Parent may load the Parent Account by credit/debit card. The minimum load amount is $2.00 and the maximum load amount per transaction is $500. Full details of other limits that apply may be found on the Fee Schedule and Limitations table.

Loading by ACH. The Parent Accountholder or Co-Parent may load the Parent Account by ACH. The minimum load amount is $2.00 and the maximum load amount per transaction is $500. Full details of other limits that apply may be found on the Fee Schedule and Limitations table.

10. AUTO FUNDING

The GoHenry Auto Funding feature is designed to ensure you do not run out of funds on your Account and that your child receives their weekly allowance on time. The feature will automatically load your GoHenry Parent Account with your chosen load amount, from your Funding Account. There are two methods in which you can exercise this feature:

i. Periodically, for example monthly, where the load amount will be added to your GoHenry Parent Account according to the frequency and day selected; or
ii. When your GoHenry Parent Account balance is low, this will be triggered when:
    1. your GoHenry Parent Account balance falls below the threshold. The default threshold is $5;
    2. there are insufficient funds in the GoHenry Parent Account to pay your child's weekly allowance, tasks plus any membership fees;
    3. there are insufficient funds in the GoHenry Parent Account to make a transfer you've requested to your Child's Account.

The Parent Accountholder or the Co-Parent can enable or disable Auto Funding via the GoHenry app, as well as changing the load amount. If you do this, the new amount will be loaded on your next Auto Funding payment date or every time your GoHenry Parent Account balance goes below the threshold.

Details of the transaction will be shared with you via a confirmation email.

11. ACH Debit Authorization

When using ACH to fund your account via a load or the Auto Funding feature, the Parent Accountholder or Co-Parent (each, individually, an "Authorizer" under this ACH Debit Authorization) authorizes GoHenry and Community Federal Savings Bank to initiate a one-time debit entry (a "Single Entry"), or a recurring debit entry where the debit entry is initiated at a set amount and at regular periodic intervals (a "Recurring Entry"), and any subsequent debit entries initiated under a standing authorization (a "Standing Authorization"), for the purpose

of funding the Parent account using the Automated Clearing House ("ACH"). The debit entry/ies will be taken from the Funding Account linked to the Parent account.

A Recurring Entry will be created when the Authorizer seeks to utilise the Auto Funding feature to periodically load their Parent account. The Authorizer shall choose the Funding Account, the load amount, and the frequency of the loads (e.g. weekly, fortnightly, monthly) via our mobile app.

A Standing Authorization will be created when the Authorizer seeks to utilise the Auto Funding feature to load their account when the balance falls below a chosen threshold or there are insufficient funds to perform actions set by the Authorizer. The Authorizer shall choose the Funding Account and the load amount and any subsequent debit entries made to the Parent account from the Funding Account will be actioned in accordance with the terms of the Standing Authorization.

Additionally, the Authorizer authorises GoHenry and Community Federal Savings Bank to initiate a Recurring Entry to debit the Funding Account for any Monthly Fees due.

The Authorizer authorizes GoHenry and Community Federal Savings Bank to continue to debit the Funding Account for requested account loads until this authorization is revoked, which can only be done by calling 877-372-6466. The Authorizer understands that it may take GoHenry up to three (3) business days to process such a revocation. The Authorizer acknowledges that debits to the Funding Account(s) under this authorization must comply with U.S. laws.

12. Using Your Card/Features

Your Card may be used for retail purchases, telephone or Internet purchases and ATM withdrawals (please note cash is only available through the use of an ATM). There are limitations on these transactions as well as limitations on the loading and card balance. This information may be found on the Fee Schedule and Limitations table.

You may use your Card to purchase or lease goods or services everywhere Mastercard is accepted as long as you do not exceed the value available on your Card Account. However, as a card intended for use by young people aged between 6 -18, for their privacy and security GoHenry Cards will not be accepted for the following transactions:

- Wires or money orders
- Vape, cigar and tobacco shops
- Escort services and massage parlours
- Casinos, betting shops and gambling
- Horse racing and dog racing
- Adult entertainment venues, websites, or TV channels
- Car rental services

In addition to the restricted transactions above, GoHenry offers parental controls 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 purchase 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.

Split payments - some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to using your Card, your Card is likely to be declined.

Automated fuel dispensers - if you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to $100 or more. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier.

Hotels, restaurants, car rental, etc. - if you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to 30 days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

Card not present transactions - if you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself.

For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash.

Negative Balances and Liability for Repayment

Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees. If your Card Account has a negative balance, GoHenry reserves the right to suspend GoHenry Services until the Parent Accountholder or Co-Parent satisfies the negative balance. **Furthermore, in the event that the balance of your Parent Account is insufficient to cover the amount owed, whether such amount is owed to the Issuer or GoHenry, the Parent Accountholder authorizes Issuer or GoHenry to debit the Funding Account for the amount owed.** The Parent Accountholder may revoke such authorization at any time by terminating enrolment in the GoHenry Services or this Agreement. GoHenry will send the Parent Accountholder and Co-Parent an electronic notification, which will state the amount to be debited. Without limiting anything herein and for the avoidance of doubt, if any transaction, fees or other activity causes the balance in your Card Account to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you agree to pay us immediately for the full amount of the negative balance without further demand and you shall remain fully liable to us for the amount of any negative balance and any corresponding transaction fees. You must load the required amount to correct the negative balance to your Card Account. If your Card Account has a negative balance, we may, at our option, cancel your Card Account without notice. Additionally, if any transactions cause the balance in your Card Account to become negative: (a) we may exercise our right to collect the negative balance from you in accordance with this Agreement; (b) we may initiate a chargeback procedure for any specific transaction which led to your Card Account having a negative balance; or (c) we may take debt collection measures, including, but not limited to, mandating a debt collection agency or attorneys to pursue the claim in court, and we reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts.

If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to ten (10) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to forty-five (45) days. Upon the expiration of any hold period, any funds held and not charged for that transaction will be made available.

13. Giftlinks and Relatives

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

- You can send them a GiftLink using our GiftLinks feature, or

- You can invite them to “join the family” by adding them as a relative via the GoHenry website or mobile app.

Please see the Limitations Table above for details of limits which apply to Giftlinks and Relatives. Refer to the GoHenry Website and Mobile App Terms of Use for additional details on Giftlinks and Relatives.

14. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. Neither the Issuer nor GoHenry is responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

15. Card Replacement

If you need to replace your Card for any reason, please contact us at 877-372-6466 to request a replacement Card. You will be required to provide personal information which may include your full name, transaction history, copies of accepted identification, etc. There may be a fee for replacing your Card (please see the fee schedule for details).

16. Receipts

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts. Some merchants may not provide a receipt for small dollar purchases.

17. Card Account Balance/Periodic Statements

You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It is important to know your available balance before making any transaction. You may check the amount of money you have remaining in your Card Account at any time via the GoHenry website or mobile apps, or by contacting our Member Services team at 877-372-6466 between 9am and 5pm EST, 7 days a week. You can check your balance, by logging in to your GoHenry account through the Services where you will also be able to get a 12-month history of your Card Account transactions. You also have the right to obtain a 24-month written history of account transactions by using the GoHenry Services. Full details of the ways to contact our Member Services Team may be found below. You will not automatically receive paper statements.

18. Preauthorized Payments

If you intend to use your Card for preauthorized electronic fund transfers, you should monitor your balance and ensure you have funds available in your Card Account to cover the transactions. “Preauthorized electronic fund transfers” are electronic fund transfers that are authorized in advance by you to be charged to your Card to recur at substantially regular intervals. We are not responsible if a preauthorized electronic fund transfer is declined because you have not maintained a sufficient balance in your Card Account to cover the transaction. You can order us to stop one of these payments at least three (3) business days or more before the transfer is scheduled. If you have authorized a merchant to make the recurring transaction, you should also contact the applicable merchant in order to stop the recurring transaction. If you have arranged to have direct deposits made to your Card Account at least once every sixty (60) days from the same person or company and you do not receive a receipt/statement (paystub), you can check your GoHenry account through the Services to find out whether or not the deposit was made.

19. Confidentiality

We may disclose information to third parties about your Card or the transactions you make:

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of your Card for a third party, such as a merchant;

- In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- If you consent by giving us your written permission;
- To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- Otherwise as necessary to fulfil our obligations under this Agreement.

Detail on the information we collect and how we use it can be found in our Privacy Policy.

20. Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- If a merchant refuses to accept your Card;
- If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- If access to your Card has been blocked after you reported your Card lost or stolen;
- If there is a hold or your funds are subject to a legal or administrative process or other encumbrance restricting their use;
- if we have reason to believe the requested transaction is unauthorized;
- If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- Any other exceptions stated in our Agreement with you.

21. Your Liability for Unauthorized Transfers

Contact us at once if you believe your Card has been lost or stolen. You should also immediately log into your GoHenry account either via our website or the mobile app and block the Card. This is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us at 877-372-6466. Under the Mastercard rules, your liability for unauthorized card transactions on your Card Account is $0.00 if you notify us within two (2) business days and you exercise reasonable care in safeguarding your Card from loss, theft, or unauthorized use. This reduced liability does not apply if a PIN is used as the method of verification for a disputed transaction or you have reported two (2) or more incidents of unauthorized use in the immediately preceding twelve (12) month period. If you notify us within two (2) business days of any unauthorized transactions, you can lose no more than $50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as $500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the paragraph labelled “Information About Your Right to Dispute Errors.” If you do not notify us in writing within sixty (60) days after you become aware of the transaction and/or after the transaction history was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card Account to prevent further losses.

22. Other Miscellaneous Terms

Your Card and your obligations under this Agreement may not be assigned, except as permitted by this Agreement. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be

invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of New York except to the extent governed by federal law.

23. Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. If (i) after an initial load your Card Account balance is $0.00 and your Card has been inactive for three (3) or more months; or (ii) we learn that a settlement will not be loaded to the Card and no other loads have been made, your Card Account may be closed.

You may cancel this Agreement at any time free of charge by contacting the GoHenry Member Services team on (877) 372-6466, emailing us at help@gohenrycard.com or cancelling through our mobile app. Your cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. Once your cancellation has been processed, 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 the Card Account.

We may close this Card or temporarily or permanently limit specific activities the Card can perform at any time upon suspecting or observing potentially fraudulent activity or activity otherwise prohibited by this Agreement. In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you. The unused balance will be returned to the debit card used to load the Card Account. The Issuer reserves the right to refuse to return any unused balance amount less than $1.00.

24. Information About Your Right to Dispute Errors

In case of errors or questions about your Card Account, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, contact our Member Services Team via the contact routes shown below. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically accessed your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling or writing us at the contact information listed below. You will need to tell us:

- Your name and Card Account number;
- Why you believe there is an error, and the dollar amount involved; and
- Approximately when the error took place.

If you provide this information orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days of hearing from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card Account within ten (10) business days for the amount you think is in error (or twenty (20) business days, if the notice of error involves an electronic fund transfer to or from a Card Account within 30 days after the first deposit to the Parent Account was made), so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and you do not provide it within ten (10) business days, we may not credit your Card Account.

For errors involving point-of-sale debit card transactions, we may take up to ninety (90) days to investigate your complaint or question. We will tell you the results within three (3) business days after completing the investigation. Copies of the documents used in the investigation may be obtained by contacting our Member Services Team. If you need more information about our error-resolution procedures, contact us via the information shown below under the heading “Customer Service”.

25. English Language Controls

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

26. Communications

By providing us with your mobile phone number or contacting us from your mobile number, you consent for us or any third party acting on our behalf to contact you at this number. You then also consent that we may use this phone number to contact you for any business purpose about your Card Account and you agree to be responsible for any fees or charges you incur as a result of providing this information. Your phone number will be collected and processed in accordance with our Privacy Policy, which can be found on our website. If you no longer wish for us to collect and use your mobile phone number, please let our Customer Service know via email on help@gohenrycard.com or by calling us on our toll-free number at 877-372-6466. However, please note that as your mobile phone number is mandatory for security purposes, the request of its deletion will result in the immediate closing of your account and cessation of all GoHenry services.

We may offer options that allow you to receive or access text messages or other electronic communications from your mobile phone. By enrolling for these types of communications, you understand and agree to be responsible for any fees or charges you incur as a result of this enrolment. You may amend your contact preferences at any time by contacting our Customer Service via LiveChat, accessible from the GoHenry website and our mobile apps, or via email on help@GoHenrycard.com or by calling us on our toll-free number at 877-372-6466.

You agree that we may contact you from time to time regarding your Card Account in any manner we choose unless the law says we cannot. For example, we may contact you by mail, telephone, email, fax, recorded message, text message, or by using an automated dialer device. We may contact you at home, at your place of employment, on your mobile telephone at any time including weekends and holidays, at any frequency and leave pre-recorded messages or messages with others. When we attempt to contact you, we may identify ourselves, our relationship and our purpose for contacting you even if others might hear or read it. Our contacts with you about your Card Account are not unsolicited. We may monitor or record any conversation or other communication with you. Your contact details will be collected and processed in accordance with our Privacy Policy, which can be found on our website. You may amend your contact details and contact preferences at any time by contacting our Customer Service via LiveChat, accessible from the GoHenry website and our mobile apps, or via email on help@GoHenrycard.com or by calling us on our toll-free number at 877-372-6466.

27. Customer Service

For customer service or additional information regarding your Card, please contact our Member Services Team in one of the following ways:

LiveChat – accessible from the GoHenry website and our mobile apps.

Email - via help@gohenrycard.com

Call us – toll-free at 877-372-6466

Or write to us at:

GoHenry
Member Services
5300 California Avenue
Irvine
CA 92617
USA

GoHenry Member Service agents are available Monday to Friday 9:00am to 5:00pm EST, 7 days a week.

28. Telephone Monitoring/Recording

From time-to-time, we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

29. No Warranty Regarding Goods or Services as Applicable

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

30. Waiver

We do not waive our rights by delaying or failing to execute them at any time. To the extent permitted by law and as permitted by the Arbitration below, you agree to be liable to us for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Card Account.

31. Arbitration

NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION UNLESS YOU OPT-OUT AS DETAILED IN THE ARBITRATION SECTION BELOW.

READ THIS ARBITRATION PROVISION. UNLESS YOU ACT PROMPTLY TO REJECT THE ARBITRATION PROVISION BY OPTING OUT IN ACCORDANCE WITH PARAGRAPH a, CAPTIONED "OPT-OUT PROCESS," THE ARBITRATION PROVISION WILL BE PART OF THIS AGREEMENT AND WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, IN THE EVENT OF A DISPUTE.

1. *General:* This Arbitration Provision describes when and how a Claim (as defined below) may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the arbitrator. The arbitrator will issue a final and binding decision resolving the dispute(s), which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. As solely used in this Arbitration Provision, the terms "**we**," "**us**" and "**our**" mean not just the Issuer but also our parent companies, subsidiaries, affiliates, successors, assigns and any of these entities' employees, officers, directors and agents.
2. *Opt-Out Process:* If you do not want this Arbitration Provision to apply, you may reject it by mailing us a written opt-out notice which contains your Card Account number, your name and address and a signed statement that you opt out of the Arbitration Provision of this Agreement. The opt-out notice must be sent to us by mail at: Cardholder Services, P.O. Box 71402, Salt Lake City, UT 84171. (You should retain a copy of your opt-out notice and evidence of mailing or delivery.) An opt-out notice is only effective if it is signed by you and if we receive it within thirty (30) days after the date you received this Agreement. Indicating your desire to opt out of this Arbitration Provision in any manner other than as provided above is insufficient notice. Your decision to opt out of this Arbitration Provision will not have any other effect on this Agreement and will not affect any other arbitration agreement between you and us, which will remain in full force and effect. If you do not reject this Arbitration Provision, it will be effective as of the date you received this Agreement.
3. *What Claims Are Covered:* "**Claim**" means any claim, demand, dispute or controversy between you and us that in any way arises from or relates to your Card Account (whether past, present, or future). For purposes of this Agreement, the term Claim shall have the broadest possible meaning. Despite the foregoing, Claim does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court.
4. *Starting or Electing to Require Arbitration:* Either you or we may start an arbitration of any Claim or require any Claim to be arbitrated. Arbitration is started by initiating an arbitration or required by giving written notice to the other party requiring arbitration. This notice may be given before or after a lawsuit has been started over the Claim and may address any Claims brought in the lawsuit provided that a party may not pursue a Claim in a lawsuit and then seek to arbitrate that same Claim unless the other

party has asserted another Claim in the lawsuit or an arbitration. The notice may be in the form of a motion or petition to compel arbitration. Arbitration of a Claim must comply with this Arbitration Provision and, to the extent not inconsistent or in conflict with this Arbitration Provision, the applicable rules of the arbitration Administrator.

5. *Choosing the Administrator:* "**Administrator**" means the American Arbitration Association ("**AAA**"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614, www.jamsadr.com, or any other company selected by mutual agreement of the parties. If AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The party asserting the Claim (the "**Claimant**") may select the Administrator. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that purports to override the Class Action Waiver.
6. *Court and Jury Trials Prohibited; Other Limitations on Legal Rights:* IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR AND OUR ABILITY TO OBTAIN INFORMATION FROM THE OTHER PARTY IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.
7. *Prohibition Against* Certain *Proceedings:* IF YOU OR WE ELECT TO ARBITRATE A CLAIM: (1) NEITHER YOU NOR WE MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, DEFENDANT, OR CLASS MEMBER; (2) NEITHER YOU NOR WE MAY ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN AN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION, OR MULTIPLE-PARTY ARBITRATION.
8. *Location and Costs of Arbitration:* Any arbitration hearing that you attend in person must take place at a location reasonably convenient to you, as determined by the arbitrator. Each Administrator charges fees to administer an arbitration proceeding and the arbitrator also charges fees. This includes fees not charged by a court. If either you or we require a Claim to be arbitrated, you may tell us in writing that you cannot afford to pay the fees charged by the Administrator and/or the arbitrator or that you believe those fees are too high. If your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the Administrator and/or arbitrator. Also, we will pay these fees if applicable law requires us to, if you prevail in the arbitration, or if we must bear such fees in order for this Arbitration Provision to be enforced. We will not ask you to pay or reimburse us for any fees we pay the Administrator or arbitrator. We will bear the expense of our attorneys, experts, and witnesses. You will bear the expense of your attorneys, experts, and witnesses if we prevail in an arbitration. However, if you are the Claimant, we will pay your reasonable attorney, expert, and witness fees and costs if you prevail or if we must bear such fees and costs in order for this Arbitration Provision to be enforced. Also, we will bear any fees and costs if applicable law requires us to do so.
9. *Governing Law:* This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "**FAA**"), and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.
10. *Rules of Interpretation:* This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision also is binding upon and benefits us. This Arbitration Provision shall survive the repayment of all amounts owed under this Agreement any legal proceeding and any bankruptcy, to the extent consistent with applicable bankruptcy law. This Arbitration Provision survives any termination, amendment, expiration, or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other terms of this Agreement, on the other hand, this Arbitration Provision shall govern.
11. *Severability:* If any portion of this Arbitration Provision is deemed invalid or unenforceable, such a finding shall not invalidate any remaining portion of this Arbitration Provision, this Agreement, or any

other agreement entered into by you with us. However, notwithstanding any language in this Arbitration Provision or this Agreement to the contrary, the Class Action Waiver is not severable from the remainder of this Arbitration Provision and, in the event that the Class Action Waiver is held to be invalid and unenforceable, and subject to any right of appeal that may exist with respect to such determination, any class action or representative proceeding shall be determined in a court of law and will not be subject to this Arbitration Provision.

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