

## **gohenry Website and Mobile App Terms of Use v 6.0**

**Date of Last Revision: June 2020**

This is where we tell you all about the legal terms and conditions that apply to the use of the gohenry website (www.gohenry.com), its related features and our mobile app (the gohenry Services”). “**gohenry**” means gohenry Inc, Service provider of gohenry Limited.

It’s important that you read them, 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 gohenry 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, then you shouldn’t use our services.

We may make changes to these terms and conditions at any time. If we do we will post these changes here and they will be effective immediately. Please check regularly so that you are aware of any changes, as once they appear here, if you use the gohenry Services, it means that you accept them.

### **1. Your Responsibilities**

Please note that If you are under eighteen years old you may only use our website to register with us with the prior authorisation 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 a gohenry Card and opening a gohenry account is true, complete and current, and that the debit card, or the bank account you use to load the gohenry 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 gohenry 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. We will not pass on your personal, debit card or bank account details to anyone other than our business partners. For full details of who they are, please see the section on our partners. And for more details of how we protect your privacy please read our Privacy Policy.

### **3. Payment**

Your payments to us go into your gohenry parent account and then onwards to your child’s account or to pay the monthly membership fees. gohenry accepts most major debit cards.

### **4. Our Fee**

We will charge you a monthly fee for each child’s use of the gohenry Services, which includes your child’s account and their gohenry Card. The monthly membership 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 gohenry 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 gohenry is a SUBSCRIPTION SERVICE and the gohenry membership fees are recurring/continuous transactions. Your monthly membership fees will be debited on the monthly anniversary of the date you activated your gohenry parent account. Please note 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.

## **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 (877) 372-6466 or emailing us on help@gohenrycard.com and we will cancel your application. If your child's gohenry 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 a gohenry parent may recommend a friend to gohenry. Under this program and as a thank you for helping grow the gohenry family, the gohenry parent and/or the referred friend may receive a gift. The terms of this program are publically displayed on our website, and may be varied by gohenry at any time and for any reason.

For the avoidance of doubt, we can only reward a referral 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 gohenry parent's and the referred friends' (if applicable) gohenry account.

## **7. Giftlinks and Relatives**

gohenry's Giftlinks feature provides a simple and secure way for children to receive money straight to their gohenry card on special occasions from friends and relatives. Your access and use of our website and its related features to gift money to a gohenry child through our Giftlinks feature is subject to your compliance with these terms.

You may use our Giftlinks feature to gift money to a gohenry child who is an authorized user of a gohenry account established by a gohenry parent.

When you receive a Giftlinks invite from a gohenry parent you will be prompted with a secure web page where you will be able to gift money to their child's gohenry card (without the need to download the gohenry application). Anyone with a debit or credit card registered to a valid US address may gift money through our Giftlinks feature. Please note that we do not accept pre-paid card payments. If you are under 13 and want to gift money please obtain your parents' approval first. When gifting money, always keep in mind our load limits as described below.

The gohenry child and the parent will be notified as soon as you gift money. The monetary gift will be delivered to the child's gohenry card on the delivery date set by their parents. You will be notified when the delivery date of the gift is reached.

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

Please note that a gohenry 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 gohenry child will still receive your gift. This is to avoid disappointment by promising money and then taking it away. As such, once a gift is made through our Giftlinks feature, it cannot be refunded back to you.

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

Here are the limits you should be aware of:

Event	Maximum number of daily load	Single load limit	Daily load limit	Monthly load limit	Monthly load limit time period
Giftlink loads outside birthday or the December holiday season (e.g. Christmas etc)	3	\$350	n/a	\$350	30 Business days prior to the last giftlink payment
Giftlinks loads for your birthday or the December holiday season (e.g. Christmas etc)	10	\$350	n/a	\$750	30 Business days prior to bday/xmas & 5 days after bday/xmas
Relative loads (web only)	3	\$500	\$500		

The annual maximum amount of received payments is nine hundred ninety nine (999) loads of a total of ten thousand dollars (\$10,000). The payments exceeding this daily limit will be rejected

## 8. Payment Request

gohenry's Payment Request feature provides a simple and secure way for a gohenry child to request money from friends. Your access and use of our website and its related features to send money to a gohenry 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 a gohenry child who is an authorized user of a gohenry account established by a gohenry parent.

Anyone with a debit or credit card registered to a valid US address may send money through our Payment Request feature. 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.

Here are the limits you should be aware of:

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 the gohenry logo, is owned by us and is protected by US and international copyright laws. Please don't 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, libelous, 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 can't promise that 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 have taken every measure we can to prevent internet fraud and to ensure that any data collected from you is kept safe and secure. However, in the extremely 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 will be prosecuted. gohenry 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.

gohenry has the right to end our agreement with you and to suspend or terminate your access to the gohenry 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 gohenry Services

If you break any of these terms and conditions, or if liabilities are incurred as a result of your use of the gohenry 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 gohenry account, unless you can prove that it has been used fraudulently.

## **14. E-Sign Consent**

gohenry 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 gohenry, 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 Services and the Account will be closed.

## **15. Electronic Delivery of Communications and Use of Electronic Signatures**

Under this Consent, gohenry may provide all Communications electronically by email, by text message, or by making them accessible via gohenry 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 gohenry & CFSB Privacy Policies, the gohenry Cardholder Terms and Conditions, the Website and App Terms of Use; the gohenry Privacy Policy);
- payment authorizations and transaction receipts or confirmations;
- account statements and history;
- and all federal and state tax statements and documents.

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 gohenry 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@gohenrycard.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 gohenry ,WeWork, 54 W. 40th St. New York, NY 10018, USA, Attn: Member Services - Legal (“gohenry 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 gohenry Address. However, withdrawal of your consent to receive electronic Communications will result in termination of your access to Services and your gohenry 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 gohenry Address. You can also change your email address yourself through the 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 Member Services Team is normally available from 8am to 5pm EST.

Contact us by emailing [help@gohenrycard.com](mailto:help@gohenrycard.com), calling us on our toll free number: (877) 372-6466 or writing to us at:

**gohenry**  
Member Services  
WeWork Building  
54 W. 40th St.  
New York  
NY 10018  
USA

-----//-----