

## **gohenry UK Cardholder Terms and Conditions 5.7 (for definitions please scroll to end)**

**Effective from November 4th 2019 until May 30th 2020**

We are gohenry Limited, a company registered in England and Wales.

The gohenry Card is issued by IDT Financial Services Limited pursuant to a license from Visa Europe. IDT Financial Services Limited is a regulated bank, licensed by the Financial Services Commission, Gibraltar. Registered office of IDT Financial Services Limited: 57-63 Line Wall Road, Gibraltar. Registered No. 95716.

These terms and conditions apply to the use of your gohenry Parent and Child Accounts and your Prepaid Visa Card(s). Please read them carefully. If you have any questions and cannot find the answer here, or you would like a free copy of these terms and conditions, please call gohenry Member Services on **0330 100 7676** or email us at [help@gohenry.co.uk](mailto:help@gohenry.co.uk)

### **1. INFORMATION ON WHO WE ARE AND THIS AGREEMENT**

- 1.1 This Agreement sets out the general terms and conditions that apply to the gohenry Parent and Child Accounts and Card(s). It forms an Agreement between you and us governing the possession and the use of the gohenry Card(s), Parent and Child Accounts. By signing up for the gohenry Parent and Child Accounts or using a gohenry Card you accept the Agreement. Copies of this Agreement can be found on the gohenry website at [www.gohenry.com/uk](http://www.gohenry.com/uk). This Agreement should be read in conjunction with the gohenry Privacy Policy which sets out further terms and information in relation to the use of the Accounts and gohenry Card(s).
- 1.2 gohenry Cards are issued by IDT Financial Services Limited pursuant to a license from Visa Europe Ltd. IDT Financial Services Limited is regulated and authorised by the Financial Services Commission, Gibraltar. Registered office of IDT Financial Services Limited: 57-63 Line Wall Road, Gibraltar. Registered No. 95716. At all times the gohenry Card remains the property of IDT Financial Services Limited.
- 1.3 The production of gohenry Cards and the technology and systems required to operate gohenry Services are provided by gohenry Ltd (registered in the United Kingdom). gohenry also provides support for gohenry users, as set out below.
- 1.4 This Agreement will commence on the Commencement Date (the date you sign up for gohenry and accept the Agreement in doing so) and will terminate in accordance with Clause 10. This Agreement and all communications between us and you shall be in the English language.

### **2 ABOUT GOHENRY CARDS**

- 2.1 A gohenry Prepaid Visa Card is a payment card which can be used worldwide to pay for goods and services at participating merchants that accept Visa cards. This means it can be used for holidays and school trips as well as at home. It can be used for purchases on the internet or on the High Street providing there are funds available on it. The gohenry Card can also be used to withdraw money from cash machines. It is a youth card, intended for

use by a young person between the ages of 6 years and 18 years of age only, with parental permission.

- 2.2 As a prepaid card, it can only be used to spend funds which have been loaded onto it. The gohenry Card is not linked to your bank account, so you can safely give it to your child, knowing that they can only spend the money you have loaded onto their card. Because it is not a bank account or a credit card, you will not incur interest charges by going overdrawn, nor will you earn any interest on funds on the Card.
- 2.3 Although the vast majority of merchants accept Visa prepaid cards, we cannot absolutely guarantee that a particular merchant will do so - please check with the merchant before attempting the transaction if you are unsure. Because the gohenry Card is a teen card, designed for use by young people under the age of 18, certain types of merchant have been blocked by our systems – more details of these blocks can be found in Clause 6.
- 2.4 To obtain a gohenry Card for your child you will need to sign up for a gohenry Parent Account either on our website at [www.gohenry.com/uk](http://www.gohenry.com/uk) or via our mobile apps which can be downloaded from the Apple Store or Google Play. You can only request a gohenry Card for children and teenagers between the ages of 6 & 18. The gohenry Card will be sent to you through the post. We will only ship cards to your UK address and you (as the legal cardholder) must not ship the cards outside the UK. You can apply for a gohenry Child Account and Card for each of your children aged between 6 & 18, up to a maximum of 4 per Parent Account. If you have more than 4 children, a second gohenry Parent Account must be opened.
- 2.5 Once you have received the gohenry Card, you will need to log into your gohenry Parent Account either on the website or via our mobile apps to activate it. If you do not activate your gohenry Card, any transactions that you or your children attempt will decline. As part of the activation process, you will be asked to make an initial payment to your gohenry Parent Account to fund at least one week's allowance for your children. This very first payment can only be made by a UK registered debit card. After this first payment, you can add funds to your gohenry Parent Account by bank transfer from your personal bank account or from your debit card either via the gohenry website or using the mobile app. You can make one-off payments or, by setting up a Standing Order from your bank account, you can arrange to pay a regular weekly or monthly amount. Funds will move automatically from your gohenry Parent Account to your child's gohenry Account either via the regular weekly allowance payment you set up during the activation process or through the payment of tasks. You can also move money across to your Child's Account and Card yourself using the 'quick transfer' button. Once added to your child's gohenry Account, the funds can be withdrawn via a cash machine or spent using your child's gohenry Card within the parental limits you have set.

### **3. IDENTIFICATION REQUIRED WHEN SIGNING UP FOR A GOHENRY CARD**

- 3.1 The gohenry Accounts and Card(s) are financial services products and we are therefore required by law to obtain, verify and retain certain information about our customers. We use this information to administer your Card and the gohenry Services and to help us identify you and your Card in the event that it is lost or stolen. We only keep this information as long as is necessary and for the purposes described. Please see our Privacy Policy for more information.

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

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

3.3 gohenry Ltd. reports to IDT Financial Services Limited, who is regulated by the FSC (Financial Services Commission, Gibraltar). As such, in order to comply with Anti Money Laundering legislation, we are required to request additional information regarding our customers' source of funds when certain thresholds are reached. Once your Parent Account has received loads in excess of £2,000, we will write to you and ask you for the following information:

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

Once a credible source of funds has been provided, you will be able to continue using the gohenry Accounts and Card(s). If, however, after a reasonable period, we are not in receipt of this information, we may close your gohenry Accounts and Card(s) and refund any balances to you.

3.4 There is a further threshold of £10,000 per annum in loads to your Parent Account; once this threshold is reached, we are obliged to refuse any more loads until the following year.

3.5 When you sign up for the gohenry services and complete the ID Check screen, you are indicating to us that you consent to the checks described in this Agreement being undertaken.

3.6 To reduce the risk of misuse, you must explain to your child(ren) how to use their gohenry Account and Card responsibly and in accordance with this Agreement and you must do so before they start using them. As the legal cardholder, the overall responsibility for use of the Card lies with you (the parent).

#### **4. FEES AND CHARGES**

4.1 The fees and charges associated with the gohenry Accounts and Card(s) form an integral part of the Agreement. All fees and charges may be found clearly displayed on our website. You

should be aware that other costs may exist that are related to the Card but are not paid via us or imposed by us (for example, additional fees charged by some private network ATM services).

<b>FEES AND CHARGES</b>	GBP
<b>Periodic Fees</b>	
Monthly Membership Fee per gohenry Card (charged to the Parent Account)  <b>For customers who signed up prior to 14<sup>th</sup> September 2017, existing membership fees continue to apply.</b>	£2.99
<b>Service charge for loading the Account</b> (charged to the Parent Account).  The first load in any calendar month is included in your Monthly Membership Fee but any subsequent loads in the month will incur the 50p service charge.	50p
<b>ATM transactions</b>	
Domestic (UK)	Free
International	£2.00
<b>Point of Sale transactions</b>	
Domestic (UK)	Free
International	2.75% of the transaction value
<b>Administrative Fees</b>	
Same Design Card Replacement Fee (lost, stolen or damaged)	Free
New Design Card Replacement Fee (lost, stolen, or damaged)	£4.99
Customer Funds Redemption Fee (during the term of the Card and for the first 12 months post expiry)	Free
Customer Funds Redemption Fee (after 12 months following Expiry Date)	£5.00
Bank Transfer to refund funds from the gohenry Account to your personal bank account without terminating the Agreement	£5.00
Administration fee for Chargeback processing	£15.00

<b>LIMITS</b>	GBP
Maximum Parent Account balance	£6,000
Minimum Parent Account load	£2

Maximum Parent Account load	£500
Maximum Parent Account load value per day	£600
Annual load limit to Parent Account	£10,000
Maximum number of Parent Account loads per day	3
Maximum Child Account spend in a single day	£4,000
Maximum Child Account number of spends per day	10
Maximum Child Account number of spends within 4 days	20
Minimum Child Account ATM withdrawal	£5
Maximum Child Account ATM withdrawal	£120
Maximum Child Account daily ATM withdrawal	£120
Maximum Child Account ATM withdrawals per day	3
Maximum Child Account ATM withdrawals within 4 days	4

- 4.2 gohenry is a subscription service and there is a monthly membership fee per Child Account for the gohenry Services, which include your child's Account and their gohenry Card. These fees are chargeable until such point as the Account has been cancelled. The monthly membership fee will be deducted automatically from the available balance on your Parent Account, NOT your child's. **Please be aware that gohenry membership fees are recurring/continuous authority transactions and your monthly membership fees will be debited on the anniversary of the date you activated your Account.** If the balance available on your Parent Account is insufficient to cover the membership fees due, we will take payment using the debit card(s) you have attached to the Account and this will be subject to a £0.50 service charge.
- 4.3 To keep the monthly membership fees as low as possible, we pass on the costs of administration we incur for loading the gohenry Parent Account. For full details of all charges and when they apply, please see the Fees and Charges Table above.
- 4.4 The Auto Top-up feature is designed to ensure you never have to worry about running out of funds on your gohenry Accounts and that your children get their weekly allowance on time each week. The feature is automatically enabled when you sign up to gohenry, unless you untick the appropriate box. This will automatically top-up your gohenry Parent Account with the default top-up amount (£10), using the debit card(s) you have attached to your gohenry Account, when:
- 4.4.1 your Parent Account balance falls below the threshold. The default threshold is £5;
  - 4.4.2 there are insufficient funds in the Parent Account to pay your child's weekly allowance, tasks plus any membership fees;
  - 4.4.3 there are insufficient funds in the Parent Account to make a transfer you've requested to a Child Account.

- 4.5 An email will be sent to you each time Auto Top-up is invoked with details of the successful top-up to your Parent Account (or details of a failed top-up). If you do not want to enable Auto Top-up, please un-tick the box during sign up.
- 4.6 You can disable Auto Top-up at any time by accessing your gohenry Parent Account, going to the 'Topping Up' section and setting the 'Auto Top-up' status to 'OFF'.
- 4.7 You can also change the default Auto Top-up amount at any time in the 'Topping Up' area of your Account. In future, the same amount will be topped up every time your gohenry Parent Account balance goes below the threshold.
- 4.8 Please remember that Auto Top-up uses your debit card to top-up your gohenry Parent Account and that we pass on the costs of processing loads to your gohenry Account. This means that the Service Charge for loading the Account will be added to the amount topped-up. Details of both the Top-up amount and the load fee will be shown on your confirmation email.

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

- 5.1 A gohenry Card may only be used by the child for whom the gohenry Card was ordered. The gohenry Cards are non-transferable, and you are not permitted to allow any other person to use the gohenry Card, for example, by disclosing the PIN or allowing them to use your child's gohenry Card to purchase goods. Prior to use, the gohenry Card should be signed by your child on the signature strip located on the back.
- 5.2 We will be entitled to assume that a transaction has been authorised by you where either:
  - 5.2.1 the gohenry Card was inserted into a chip and PIN device;
  - 5.2.2 the gohenry Card PIN was entered or a sales slip was signed;
  - 5.2.3 relevant information was supplied to the merchant that allows them to process the transaction, for example, providing the merchant with the 3-digit security code on the back of your gohenry Card in the case of an internet or other non face-to-face transaction, or
  - 5.2.4 your gohenry Card is tapped against a Contactless-enabled reader and accepted by such reader.
- 5.3 Normally, we will receive notification of your authorisation by way of an electronic message in line with the rules and procedures of the Visa card network. Once you have authorised a transaction, the transaction cannot be stopped or revoked. However, you may in certain circumstances be entitled to a refund in accordance with clauses 13 and 14.
- 5.4 On receipt of your authorisation we will deduct the value of the transaction plus any applicable fees and charges from the Available Funds on the gohenry Card. This happens electronically and we can't stop the process. If you or your child wishes to cancel a transaction, you must contact the merchant. There are certain rules on how quickly we have to make transactions happen. We have set out these rules below for your information:
  - 5.4.1 Within the European Economic Area (which includes the EU countries as well as Norway, Iceland and Liechtenstein) we will execute any transaction:

5.4.1.1 in euro;

5.4.1.2 in sterling or Gibraltar pounds within Gibraltar or between Gibraltar and the United Kingdom in sterling; and

5.4.1.3 involving only one currency conversion between the euro and sterling, provided that the required currency conversion is carried out in Gibraltar and, in the case of cross-border transactions, the cross-border transfer takes place in euro,

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

5.4.2 Any other transactions within the European Economic Area will be executed no later than 4 Business Days after we get instructions to make the payment.

5.4.3 If the payment service provider of the merchant is located outside the European Economic Area, we will execute the transaction as soon as possible.

5.4.4 The instructions to make a payment will be received when we receive them from the merchant's payment service provider, automated teller machine (ATM) operator. If we receive the instructions on a non-Business Day or after 4:30 pm on a Business Day, they will be deemed received by us on the following Business Day.

5.5 Transactions are processed as follows:

5.5.1 any gohenry transaction in a foreign currency will be converted into pounds (GBP). We will do this at the rate of exchange provided by Visa on the date the money leaves your Child's Account. This exchange rate varies throughout the day and these changes can be applied immediately and without notice. Details of the current exchange rates can be found on the [Visa website](#). We will show these exchange rates, and how they are applied to each transaction, in your online Child Account history or mobile app. The information in your online Child Account and mobile app relating to your transactions is updated daily;

5.5.2 gohenry Card purchases abroad will incur a fee of 2.75% of the total transaction value;

5.5.3 to withdraw money from a foreign ATM there is a fee of £2 although some cash machines may add their own charges on top of this.

5.6 If there is not enough money in your child's gohenry Account for the transaction your child is attempting to make, the transaction will be refused when the merchant seeks authorisation. On rare occasions a merchant may fail to seek authorisation for a transaction, and it may take your child's Account into a negative balance. As long as it is the merchant's fault, and you have not deliberately used the Card in a way that results in a negative balance, we will attempt to recover the money from the merchant. We will deal with situations like this on a case by case basis, but we may have to restrict or suspend the use of your child's Card until a positive balance is restored or retrieve the funds from the gohenry Parent Account or the debit card attached to the gohenry Parent Account. We will inform you if we suspend the

Card unless this is prohibited by law. You must not attempt to spend more than the funds loaded onto the Card and if you do so, you must repay any excess immediately. If you fail to do this, we reserve the right to use a debt collection agency and other legal remedies to recover the funds. We also reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts.

- 5.7 Any funding of your gohenry Parent Account via a 3<sup>rd</sup> party debit card (one that does not belong to you personally) or via bank transfer with the funds coming from extended family or friends should only be facilitated by using the gohenry giftlinks feature or by inviting any such 3<sup>rd</sup> party as a relative through the gohenry website and mobile app. Please be aware that if you use a 3<sup>rd</sup> party debit card to load your Parent Account, there is a risk that this card will be debited directly for your gohenry monthly membership fee.
- 5.8 You are able to use your gohenry Card for contactless transactions. You will need to have made at least one Chip & PIN transaction to activate the contactless part of the chip before doing so. Failing to do so will lead to a declined transaction. When using your gohenry Card for contactless transactions, the contactless limit in effect at the time of the transaction will apply without using the PIN. This limit is regulated by Visa and may vary from time to time. We will advise you of any changes to the limit on our website.
- 5.9 Normally, we will be able to support transactions 24 hours per day, 365 days per year, however, we cannot guarantee this will be the case and, in certain circumstances – for example, if there is a serious technical problem – we may be unable to receive or complete Card transactions or money transfers to your or your child's Accounts. To ensure gohenry Cards are available at all times we have to have back-ups in place. In the unlikely event that our Card Processor's systems are unavailable, we have a fall back so that Visa can take over processing our Card transactions. This ensures that gohenry Cards can still be used and there is minimum disruption to the service. This does mean that some of the extra checks we've created for transactions (the rules & limits unique to gohenry) would not be working whilst Visa takes over the processing in the event of an outage. We have this measure in place as we want to ensure that children can still spend if they need to (e.g. pay for travel home). During any service disruption there would be a limit of two emergency transactions only until normal service is resumed. If this ever happens, we will communicate with you and your child via SMS and push notifications to make sure you are kept up to date. It is possible that transactions made during such an outage will take the Child Account(s) into a negative balance. In these rare cases, we will top up the Child Account from your Account to bring the Child Account balance back to zero. If no funds are available in your Account, we reserve the right to debit the amount necessary from the debit card attached to your Account.

## **6. RESTRICTIONS ON THE USE OF GOHENRY CARDS**

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



These spending limits can be varied at any time by you on the gohenry website or using our mobile app.

- 6.2 The gohenry Card can only be loaded using UK debit cards attached to a UK personal bank account. We do not accept any prepaid cards, Maestro or Visa Electron. Other means of loading including but not limited to credit cards, corporate payments, foreign direct debits and foreign bank account transfers will also be restricted. The gohenry Card is not linked to a bank deposit account and is not a cheque guarantee card, charge card or credit card, nor may it be used as evidence of identity.
- 6.3 You must not load the gohenry Parent Account using any card, bank account or other payment instrument if you are not the named holder of that payment instrument unless the third party has given consent by following the process detailed in clause 5.7. We take any breach of this requirement very seriously and will treat any attempt to do so as a fraudulent act. Without prejudice to claiming further damages, if the cardholder disputes the transaction and we are required to return funds loaded from a payment instrument that is not in your name, we may recoup any funds lost and charge a Chargeback Administration Fee per occurrence to you. See the Fees and Charges Table for details of this fee.
- 6.4 Using the gohenry Card(s), Accounts and services for any purpose contrary to laws, statutes or regulations applicable to you, including without limitation those concerning money laundering, fraud, criminal activity, or financial services, is strictly prohibited.
- 6.5 As the gohenry Card is designed for use by children and teenagers between the ages of 6 years and 18 years only, unlike standard High Street Bank debit cards, there are restrictions on the Card to prevent its use at adult merchants both on the High Street and online. This protection is provided by the Visa Merchant Category system. This system relies on merchants listing themselves appropriately which means that the protection offered can be limited. For example, if a pub is categorised as a pub or bar (i.e. a merchant that sells alcohol), a gohenry Card cannot be used. However, if the pub sells food and chooses to list itself as a restaurant, the transaction cannot be blocked.
- 6.5.1 The Card cannot be used at merchants that are listed under the following categories:
- Pubs, bars, nightclubs, and some restaurants
  - Wine and beer wholesalers
  - Cigar and tobacco shops
  - Escort services and massage parlours
  - Automated fuel dispensers
  - Racetracks
  - Adult entertainment venues, websites, or TV channels
  - Online gaming and casinos
- 6.6 In addition to the Visa Merchant Category system blocks mentioned above, the parent controls on the gohenry Card and the mobile notifications offer an additional level of protection. With the mobile app, parents receive notifications showing where and when purchases have been made and, by setting the parent controls to suit, can decide where their child or teenager can spend and how much can be spent. With real time notification of every transaction, any concerns can be addressed by a simple conversation with your child. As the legal cardholder, the overall responsibility for use of the Card lies with the parent.

- 6.7 If you have set transaction limits on your child's Card and your child attempts to buy something over these limits, the gohenry system intercepts the transaction and blocks it. This feature gives you peace of mind as a parent that your child cannot make expensive mistakes.
- 6.8 Please note that while Visa debit cards can be used in cash machines across the world, some countries do not yet use the chip and PIN system on the High Street and use the older Mag Stripe technology instead. As the gohenry Card uses the latest technology, it does not work with the old Mag Stripe system. The USA is one of these countries where sometimes this is an issue. Visa has confirmed that they are working to have all US merchants moved over to Chip & PIN systems in the very near future.

## 7. MANAGING THE GOHENRY CARD

- 7.1 We will send you an email each month to let you know your monthly statement is ready in your online or mobile app Accounts. The monthly statement will set out: a reference to help you identify each transaction; the amount of each transaction; the currency in which your gohenry Card is debited; the amount of any transaction charges including their break down, where applicable; the exchange rate used in the transaction by us and the amount of the transaction after the currency conversion, where applicable; and the date of the transaction.

If there are no transactions on the Card for more than a month then we will not provide you with a statement.

- 7.2 If you would like us to provide you with the information set out in clause 7.1 more often or in a different way than agreed then we may charge you a reasonable administration fee to cover our costs of providing the information more often or in a different way.
- 7.3 You can also check the balance and Available Funds on your gohenry Accounts as well as the statement of recent transactions by logging into your Accounts on our website or mobile app, which will be updated daily. You can also check your balances by contacting our Member Services Team on the following number: 0330 100 7676.
- 7.4 If, for whatever reason, you are not happy with something your child has purchased using their gohenry Card, either online or in a shop (for example, if they buy goods which are faulty, or are not delivered), your contract is with the merchant and the merchant's terms and conditions apply. You must contact the merchant that sold the goods and ask them to replace the items or provide a refund. If you are unable to resolve the issue with the merchant, please contact gohenry Member Services and we will endeavour to assist.
- 7.5 **Please be aware that many children inadvertently sign up to subscription services such as Amazon Prime, Spotify, Netflix or Microsoft Xbox.** These services constitute a Subscription Billing arrangement between the cardholder and the relevant merchant. If you or your child wishes to amend or cancel their subscription billing payment or have any query or dispute concerning their subscription billing payment, they may only do this by contacting the merchant directly and the terms and conditions set by the merchant will apply. To stop a subscription billing payment, you must notify us no later than the close of business on the Business Day prior to day on which the payment is due to be made. We will not be liable for any subscription billing payment that is deducted from your Accounts before you have notified us in this manner. You will not be able to cancel a payment that has already been made to a merchant under these terms.

7.6 If you load funds into your gohenry Parent Account and then authorise a payment or withdrawal of those funds, you agree that you will not charge back, cancel, reverse or de-authorise the payment method used to make that load.

7.7 Without limiting our rights or remedies, if you do charge back, cancel, reverse or de-authorise a payment in such circumstances, you are responsible for refunding the payment to us. We may, at our discretion, recover the amount by reducing your gohenry Parent Account balance, re-charging your debit card for the amount or otherwise collecting such amount from you.

## **8. EXPIRY OF THE GOHENRY CARD**

8.1 Your gohenry Card will expire on the Expiry Date. At that point, subject to your Accounts being in good order, fees up to date and the gohenry Card still being actively used, we may issue a new gohenry Card to you shortly before the Expiry Date. We are not obligated to do so, and may elect not to issue a replacement gohenry Card at our sole discretion. If we do issue a new gohenry Card, a new Expiry Date will apply and the new gohenry Card will expire on that Expiry Date.

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

8.3 The arrangements for the issue of a replacement gohenry Card in accordance with Clause 8.1 above will be communicated to you prior to your gohenry Card expiring. The “cooling off” period described in Clause 9 will not apply to any replacement Card issued by us. If you do not wish to receive a replacement Card, you may terminate the Agreement free of charge as set out in clause 10.3.

8.4 Although the initial duration of the Agreement expires on the Expiry Date, due to the fact that it is possible for the Agreement to be extended, as set out in this clause 8, we will treat the Agreement as an indefinite Agreement for the purposes of payment regulation and will not charge you a redemption fee if you terminate the Agreement before the Expiry Date. Your right to cancel the Agreement in clause 10.3 remains unaffected.

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

9.1 You are entitled to a 14-day “cooling off” period from the date you complete the sign up process during which you may cancel your gohenry Accounts and Card(s). Should you wish to cancel your Accounts and Card(s) and terminate this Agreement during the “cooling off” period, please telephone us on 0330 100 7676 or email on [help@gohenry.co.uk](mailto:help@gohenry.co.uk). You will be asked to destroy the Card(s) issued to you. If you have used any of the Cards, you will not be entitled to a refund of any funds that have been spent, including any associated fees, but we will refund you free of charge any unspent Available Funds. We will process the refund as quickly as we can once the cancellation is complete. We are required to allow 5 days for any outstanding purchases made on the gohenry Cards to arrive before we process the refund and most High Street Banks then take a further 2-3 working days before they show the refund in your personal bank account. For that reason, we ask you to allow 8-10 working days for the refund to show in your personal bank account.

- 9.2 Following the end of the “cooling off” period, you may terminate this Agreement in accordance with Clause 10.3 and redeem all of the Available Funds on the Card free of charge. You may also redeem all of the Available Funds upon the Expiry Date free of charge, if the Agreement is being terminated. Please contact our Member Services team (who'll be very sad to see you go, but very happy to help) on 0330 100 7676, or by emailing [help@gohenry.co.uk](mailto:help@gohenry.co.uk) .

Before any termination of the Agreement and during your Agreement with us you may redeem some or all of the Available Funds by contacting the goHenry Member Services team in accordance with clause 15, in which case you will be charged a Bank Transfer fee in accordance with clause 4.

- 9.3 Upon termination, we will process the refund of any remaining balance as quickly as we can once the cancellation is complete. We are required to allow 5 days for any outstanding purchases made on the gohenry Cards to arrive before we process the refund and most High Street Banks then take a further 2-3 working days before they show the refund in your personal bank account. For that reason, we ask you to allow 8-10 working days for the refund to show in your personal bank account. We do recommend that if you require the funds more swiftly you withdraw these via an ATM.
- 9.4 Wherever possible, we will refund any remaining funds to the debit card used to load your gohenry Parent Account. Where payments have been made by bank transfer or standing order, your money will be refunded using the bank details we hold for you. We will not complete your redemption request if we believe you have provided false information, we are concerned about the security of a transaction or if your gohenry Accounts or Card(s) are not in good standing.
- 9.5 If you request redemption of the entire remaining balance of your Accounts, we will assume that it is your intention to terminate this Agreement and will cancel your gohenry Accounts and Card(s).
- 9.6 If for any reason you have some Available Funds left following the termination of the Agreement, you may redeem them in full up to 6 years following the termination. After 12 months following expiry, you will be charged a redemption fee as shown in the Fees and Charges table when you redeem your funds.
- 9.7 If upon cancellation or termination the balance on your Accounts are less than £3.50, we will request permission to donate these funds to our chosen children’s charities. If you do not wish to do so, we will happily process the refund of Available Funds back to you free of charge.
- 9.8 If you wish to cancel after ordering the gohenry Card but have not yet activated the Card, please simply advise us that you wish to cancel the Account by email from your registered email address for this Account and destroy the Card without activating it. We will cancel your Account and no charge will be made by gohenry for the order of the Card.

## **10. TERMINATION OF THIS AGREEMENT**

- 10.1 Subject to Clauses 10.2 and 10.3, this Agreement will terminate on the Expiry Date subject to:
- 10.1.1 a replacement gohenry Card being issued to you on or before the Expiry Date on your gohenry Card; or

- 10.1.2 a request for cancellation by you and/or redemption by you of the entire remaining balance on your Accounts and Card(s) . There are no cancellation fees but redemption fees may apply as described in Clause 9.6.
- 10.2 We may terminate this Agreement and inform you of the termination immediately unless prohibited by law:
- 10.2.1 if you breach an important part of this Agreement, or repeatedly breach the Agreement and fail to resolve the matter within 10 days, or use your gohenry Card(s) or any of its facilities in a manner that we believe is fraudulent or unlawful;
- 10.2.2 if you act in a manner that is threatening or abusive to our staff, or any of our representatives, or
- 10.2.3 if you fail to pay fees or charges that you have incurred or fail to put right any shortfall on the balance of your gohenry Card(s).

We may terminate the Agreement for no or any reason, including the reasons above, by giving you two months' notice.

- 10.3 You may terminate the Agreement at any time free of charge by contacting us using the contact details provided on the gohenry website.
- 10.4 If the Agreement terminates, we will cancel your gohenry Card(s) and you must tell us as soon as practicable what you want us to do with any unused/unspent Available Funds on your gohenry Accounts and Card(s).

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

- 11.1 We will assume that all transactions entered into by you with your gohenry Card or gohenry Card details are made by you unless you notify us otherwise in accordance with clause 14.1.
- 11.2 You are responsible for keeping your gohenry Card, PIN and its details safe at all times. This means you must take all reasonable steps to avoid the loss, theft or misuse of the gohenry Card or details. Do not disclose the gohenry Card details to anyone except where necessary to complete a transaction. You and your child should be happy that the merchant or service provider is genuine and has taken adequate steps to safeguard your information before proceeding with the transaction and supplying them with the physical gohenry Card or details. Failure to comply with this may be treated as gross negligence and may affect your ability to claim any losses. **NEVER COMMUNICATE YOUR PIN TO ANYONE IN WRITING OR OTHERWISE.** This includes printed messages, e-mails and online forms.
- 11.3 When you activate your child's Card via the gohenry website or our mobile app, the PIN will appear on screen. Later on, if you need to check the PIN, you or your child can view it by logging into your Parent or Child Account. **We do not send the PIN through the post.** Your child may wish to change the PIN number to something more memorable and can do this at any cash machine. The PIN number will be required whenever the Card is used to withdraw cash or to make purchases on the High Street. Although the gohenry Card is intended for use by your child, you are legally responsible for the use and safekeeping of the Card. It is important to explain to your child that they must look after their Card at all times and keep it secure and that the PIN number must be kept safe and not shared or given to anyone.

Some useful tips to share with your child might include:

- Memorising the PIN and making sure no other party has access to it
- Never writing the PIN down anywhere
- Not disclosing your PIN to any person

- Shielding your PIN when at a cash machine

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

- 12.1 If your gohenry Card is lost or stolen, or you think somebody may be using it without your permission, you should block the gohenry Card on the website or mobile app and contact us immediately on 0330 100 7676 to prevent fraudulent use of the card. We will put a stop on the Card so that it can't be used again and will then issue you with another Card with completely new details. If you find your Card after reporting it lost or stolen, you must destroy it by cutting it in half through the magnetic strip.
- 12.2 If the Card is damaged, please let us know by contacting gohenry Member Services and we will cancel it and issue you with a new one.
- 12.3 If we have to issue you with a new Card before the old one has expired, we will charge a Card replacement fee as shown in the Fees Table. The "cooling off" period described in clause 9 does not apply to replacement gohenry Cards.

## **13. PURCHASES FROM MERCHANTS**

- 13.1 We are not responsible for the safety, legality, quality or any other aspect of the goods and services purchased with gohenry Card.
- 13.2 Where a merchant provides a refund for any reason, it can take several days for the notification of the refund and for the money itself to reach us. As such, please allow 5-10 working days from the date the refund was carried out for the refund to be applied to your gohenry Card.

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

- 14.1 If you believe you did not authorise a transaction or that a transaction was incorrectly carried out, in order to get a refund you must contact our Member Services Team to report the disputed transaction without undue delay - as soon as you notice the problem, and in any case no later than 13 months after the amount of the transaction has been deducted from your gohenry Card. We will, as soon as possible, and in any event no later than the end of the Business Day after we become aware of the unauthorised transaction, refund any unauthorised transaction and any associated transaction fees and charges payable under this Agreement subject to the rest of this clause 14, except in cases where we have a reasonable suspicion that you have acted fraudulently and we notify the police or other relevant authority as permitted by law. We will then conduct an investigation as quickly as possible and notify you of the outcome. If the investigation shows that the transaction was indeed unauthorised, we will refund you as set out above in this clause 14.1.
- 14.2 If a transaction initiated by a merchant (for example, this happens when you use your gohenry Card in a shop and generally all of your transactions will be initiated by a merchant) has been incorrectly executed and we receive proof from the merchant's payment service provider (e.g. the merchant's bank) that we are liable for the incorrectly executed transaction, we will refund as appropriate and immediately the transaction and any associated transaction fees and charges payable under this Agreement. We are not liable for any incorrectly executed transactions if we can show that the payment was actually received by the merchant's payment service provider, in which case they will be liable.

We execute transactions in accordance with the transaction detail received. Where the detail was provided to us by you (although this should not happen often as usually transaction detail is provided by the merchant) and it was incorrect, we will not be liable for incorrectly executing the transaction, but we will make reasonable efforts to recover the

funds involved. In such a case we may charge you a reasonable fee to cover our administration costs, of which we will notify you in advance.

- 14.3 If you receive a late payment from another payment service provider (e.g. a refund from a merchant's bank) via us, we will credit your Account with the relevant amount of any associated fees and charges so that you will not be at a loss and it will be as if the payment was not late.
- 14.4 Subject to the rest of this clause 14, we will limit your liability to £35 for any losses incurred in respect of unauthorised transactions arising from the use of your lost or stolen gohenry Card, or the misappropriation of the Card's details, except where:
- 14.4.1 the loss, theft or misappropriation of the Card was not detectable by you (e.g. if someone used your gohenry Card online) before the unauthorised transaction took place (unless you acted fraudulently, in which case you are liable for all losses incurred in respect of the unauthorised transaction), or
- 14.4.2 the loss was caused by acts or omissions of one of our employees or agents, in which case you are not liable for any losses.
- 14.5 You will be liable for all losses incurred in respect of an unauthorised transaction if you or your child:
- 14.5.1 have acted fraudulently; or
- 14.5.2 have intentionally or with gross negligence failed to:
- 14.5.2.1 look after and use your gohenry Card in accordance with the Agreement; or
- 14.5.2.2 notify us of the problem in accordance with Clause 12.1
- 14.6 Except where you have acted fraudulently, you will not be liable for any losses incurred in respect of an unauthorised transaction:
- 14.6.1 which arises after your notification to us;
- 14.6.2 where you have used the gohenry Card in a distance contract, for example, for an online purchase;
- 14.6.3 where we have failed to provide you with the appropriate means of notification, as found in clause 12.1;
- 14.7 Our Member Services team may require you to complete a dispute declaration form. We may conduct an investigation either before or after any refund has been made. We will let you know as soon as possible the outcome of any such investigation. If our investigations show that any disputed transaction was authorised by you or you may have acted fraudulently or with gross negligence, we may reverse any refund made and you will be liable for all losses we suffer in connection with the transaction including, but not limited to, the cost of any investigation carried out by us in relation to the transaction. We will give you reasonable notice of any reverse refund.
- 14.8 In certain circumstances, a transaction will be initiated but not fully completed. Where this happens, this may result in the value of the transaction being deducted from the gohenry Card balance and therefore unavailable for use. We refer to this as a "hanging authorisation" or "block". In these cases, you will need to contact our Member Services Team and present relevant evidence to show that the transaction has been cancelled or reversed.

- 14.9 We may, at our discretion, refuse to complete a transaction that you have authorised, in any of the following circumstances and without notice:
- 14.9.1 if we are concerned about the security of your goHenry Card or we suspect your goHenry Card is being used in a fraudulent or suspicious manner;
  - 14.9.2 if there are not sufficient Available Funds to cover the transaction and all associated fees at the time that we receive notification of the transaction;
  - 14.9.3 if there is an outstanding shortfall on the balance of your goHenry Card;
  - 14.9.4 if we have reasonable grounds to believe you are acting in breach of this Agreement;
  - 14.9.5 if there are errors, failures (mechanical or otherwise) or refusals by merchants, payments processors or payment schemes processing transactions, or
  - 14.9.6 if we are required to do so by law.
- 14.10 Unless it would be unlawful for us to do so, where we refuse to complete a transaction for you in accordance with Clause 14.9 above, we will notify you as soon as reasonably practicable of the refusal and the reasons for the refusal, together, where relevant, with the procedure for correcting any factual errors that led to the refusal.
- 14.11 We may suspend your goHenry Card, in which case you will not be able to use it for any transactions, if we have reasonable concerns about the security of the Card or we suspect the Card is being used in a fraudulent or unauthorised manner. We will notify you of any such suspension in advance, or immediately after if this is not possible, and of the reasons for the suspension unless to do so would compromise reasonable security measures or otherwise be unlawful. We will lift the suspension and, where appropriate, issue a new goHenry Card free of charge as soon as practicable once the reasons for the suspension cease to exist.
- 14.12 You may also be entitled to claim a refund for a transaction that you authorised provided that:
- 14.12.1 the authorisation did not specify the exact amount when you consented to the transaction; and
  - 14.12.2 the amount of the transaction exceeded the amount that you could reasonably have expected it to be (taking into account your previous spending pattern on the goHenry Card, the Agreement and the circumstances of this case).

Such a refund must be requested from our goHenry Member Services Team within 8 weeks of the amount being deducted from the goHenry Card. We may require you to provide us with evidence to substantiate your claim. Any refund or justification for refusing a refund will be provided within 10 Business Days of receiving your refund request, or where applicable, within 10 Business Days of receiving any further evidence requested by us. The refund shall be equal to the amount of the transaction. Any such refund will not be subject to any relevant fees.

## **15. GOHENRY MEMBER SERVICES TEAM**

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



You can contact us by any of the following methods:

- Phone 0330 100 7676
- Email [help@gohenry.co.uk](mailto:help@gohenry.co.uk)
- Post gohenry Member Services, Abbey House, 282 Farnborough Road, Farnborough, Hampshire, GU14 7NA
- LiveChat from either the website or mobile app.

- 15.2 If we need to contact you or send you a notification under this Agreement, we will do so by sending an email to the email address or an SMS to mobile phone number held on your gohenry Parent Account. If we need to contact you in the event of suspected or actual fraud or security threats that we might notice on your gohenry Accounts or Card, we will first send you an SMS prompting you to contact our Member Services team. We will not call you directly in such cases, so if you receive a call from anyone telling you that they are calling you because they suspect that your gohenry Accounts or Card(s) have been used by someone else, for example, please make sure that you do not speak to them but instead call us straight away, as these could be fraudsters.
- 15.3 If you are not satisfied with any element of the service you receive, any complaints should be made to our Member Services team using the contact details in clause 15.1 above. Calls may be monitored or recorded for training purposes.
- 15.4 We do everything we can to make sure you receive the best possible service. However, if you are not happy with how your complaint has been managed by our Member Services team and you wish to escalate your complaint, you should contact [the card issuer](#), IDT Financial Services Limited, 57-63 Line Wall Road, Gibraltar, email address: [complaints@idtfinance.com](mailto:complaints@idtfinance.com), web [www.idtfinance.com](http://www.idtfinance.com) in the first instance for further assistance. A copy of our complaints policy can be found on IDT Financial Services Limited's website [[Click here](#)] or requested by contacting us.
- 15.5 If IDT Financial Services Limited is unable to resolve your complaint and you remain unhappy, you may contact the Gibraltar Financial Services Commission, PO Box 940, Suite 3, Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar, e-mail [psdcomplaints@fsc.gi](mailto:psdcomplaints@fsc.gi), web [www.fsc.gi](http://www.fsc.gi). It is important to be aware that legally it is not the role of the Gibraltar Financial Services Commission to resolve disputes between you and us.
- 15.6 Generally speaking, in the EEA, if you opened your Account online or used a service like ours online, you may submit your complaint on the European Commission online dispute resolution platform (ODR platform) instead of complaining directly to the Financial Services Commission at <http://ec.europa.eu/odr>. At this moment in time, it is not possible to use the platform for a Gibraltar issuer like us but this may change in the future. We will notify you of any such changes.

## 16. LIMITATION OF LIABILITY

- 16.1 gohenry Ltd. will not be liable (legally and financially responsible) for:
- 16.1.1 any fault or failure relating to the use of the gohenry Accounts or Card(s) that is a result of abnormal and unforeseeable circumstances beyond our control which would have been unavoidable despite all our efforts to the contrary, including but not limited to, a fault in or a failure of data processing systems;
- 16.1.2 the goods or services that you purchase with your gohenry Card(s);

16.1.3 any loss of profits, loss of business, or any indirect, consequential, special or punitive losses arising from your use or your inability to use the gohenry Accounts or Card(s); or

16.1.4 a merchant refusing to honour a transaction or refusing a payment;

16.1.5 any acts or omissions that are a consequence of our compliance with any national or European Union law.

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

16.2 In addition to the circumstances in Clause 16.1, our liability shall be limited as follows:

16.2.1 where your gohenry Card is faulty due to an issue with goHenry, our liability shall be limited to the replacement of the gohenry Card or, at our choice, repayment to you of the Available Funds on your gohenry Card; or

16.2.2 where sums are incorrectly deducted from your goHenry Card due to our fault, our liability shall be limited to payment to you of an equivalent amount.

16.3 In all other circumstances of our default, our liability will be limited to repayment of the amount of any Available Funds on the Card.

16.4 Nothing in this Agreement shall exclude or limit any regulatory responsibilities we have which we are not permitted to exclude or limit, or our liability for death or personal injury.

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

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

## **17. DATA COLLECTION**

17.1 We collect certain information about the gohenry customers and the users of the gohenry Card in order to operate the gohenry Card programme. goHenry and IDT Financial Services Limited will manage and protect your personal data in accordance with the Data Protection Act 1998 (UK) and the Data Protection Act 2004 (Gibraltar) respectively.

17.2 gohenry will never pass your or your family's details to a third party for marketing purposes without your explicit permission. The only circumstances in which we would share any of your family's personal information with others are;

- 17.2.1 when working with our partners, such as our card processor, our risk management system providers and Visa, to protect and operate your Accounts and to process transactions on your gohenry Card(s); or
  - 17.2.2 if we ask research companies to contact you for your opinion on our services, in which case we would only give them the necessary details; or
  - 17.2.3 if we sell gohenry to another company, our data records are part of our business.
- 17.3 Parents or guardians can opt-out of marketing on behalf of themselves and their children. Further details can be found in our Privacy Policy in the section titled “Opting out”. Please note that this will opt you out of marketing communications only and not service communications (e.g. emails about planned maintenance, confirmation of loads, etc.).
- 17.4 We are reliant on you providing accurate information in order to implement our Privacy Policy and cannot be held responsible if you circumvent age restrictions by providing incorrect date of birth information.
- 17.5 You can contact us at any time to ask what information we are holding and we will be happy to share it with you unless we are prohibited by law from doing so. You can also request details to be amended if they are deemed to be incorrect i.e. your email addresses, home address, etc. If you wish to contact us about the information we hold, please email us at [privacy@gohenry.co.uk](mailto:privacy@gohenry.co.uk) . If you would prefer this information be provided in hard copy please contact our Data Protection Officer at the address below:

The Data Protection Officer  
gohenry Ltd  
9 Angel Courtyard  
High Street  
Lymington  
SO41 9AP

- 17.6 Please refer to our Privacy Policy [\[Click here\]](#) for full details, which you accept by accepting the Agreement.

## **18. CHANGES TO THE AGREEMENT**

- 18.1 If any changes are made, they will be publicised on our website 2 months before the changes take effect (unless the law requires or permits us to make a more immediate change or in the event of a change to the exchange rate). Copies of the most up-to-date version of the Agreement will be made available on our website at all times and will be sent to you by email upon request free of charge at any point during the Agreement.
- 18.2 We will also notify you of any change to the Agreement by email 2 months in advance. You will be deemed to have accepted the change if you do not notify us otherwise prior to the date the change takes effect and continue to use the Card. If you do not accept the change, you may end this Agreement immediately and free of charge before the expiry of the 2-month notice.
- 18.3 There may be times when we will have to change this Agreement without notice or with a notice shorter than 2 months but this would happen in a very limited number of cases and only for legal, regulatory or security reasons, or to enable the proper delivery of the Card scheme. If this is the case, we will notify you of such changes with as much notice as possible, or as soon as possible after the change has taken effect if advance notice is not possible. Your right under clause 10.3 to terminate the Agreement at any time free of charge would not be affected.

## **19. LAW AND COURTS**

19.1 The Agreement, and your relationship with us arising out of or relating to the Agreement, will be governed by the law of England and Wales. However, if you are resident elsewhere in the UK, any relevant consumer protection law of your home jurisdiction that exceeds the consumer protection law of England and Wales will apply to the Agreement. All disputes arising out of or relating to the Agreement shall be subject to the jurisdiction of the courts of England and Wales. However, if you are resident elsewhere in the UK, the Agreement will be subject to the relevant court in your home jurisdiction (i.e. Scotland or Northern Ireland).

## **20. ASSIGNMENT**

20.1 We may assign the benefit and burden of this Agreement to another company at any time by giving you 2 months' notice of this. If we do this, your rights will not be affected.

## **21. SEVERANCE**

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

## **DEFINITIONS**

**"Account(s)"** means the gohenry Parent and/or Child electronic money account as the context applies

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

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

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

**"Card", "gohenry Card" or "Prepaid VISA Card"** means an electronic money card issued by us to you.

**"Child Account"** means the gohenry child electronic money account attached to the Card.

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

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

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

**"gohenry Services"** means the website and mobile apps provided by gohenry, the gohenry Cards and Accounts.

**"Parent Account"** means the gohenry parent electronic money account.

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

**"we", "us" or "our"** means IDT Financial Services Limited, or gohenry Ltd acting on its behalf.

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

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

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