

# ACORNS EARLY CUSTOMER AGREEMENT

Effective January 29, 2026

“You” and “your” mean the person who subscribes to the Acorns Early Platform unless specified otherwise.

“Customer Agreement” means this Agreement, including any and all applicable Supplements (hereinafter defined).

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Glossary of Terms provided at the end of the Customer Agreement.

## Important Information

PLEASE READ AND CONSIDER THIS CUSTOMER AGREEMENT CAREFULLY, INCLUDING THE PRE-DISPUTE ARBITRATION CLAUSE, CLASS ACTION WAIVER, AND OTHER ARBITRATION PROVISIONS IN SECTION 13, THE PREAUTHORIZED RECURRING MONTHLY ELECTRONIC FUNDS TRANSFER DEBIT IN SECTION 3 (FEES), SECTION 7 (ELECTRONIC FUNDS TRANSFER TRANSACTIONS), SECTION A2.7 OF THE ACORNS EARLY INVEST SUPPLEMENT A, AND ALL OTHER SPECIFIC SUPPLEMENTS APPLICABLE TO YOU (BELOW). IF YOU SUBSCRIBE TO ACORNS EARLY, YOU WILL BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS CUSTOMER AGREEMENT AND EACH APPLICABLE SUPPLEMENT, AS OF THE TIME THAT YOU USE OR ENROLL IN THE APPLICABLE PRODUCT OR SERVICE.

BY CLICKING THAT YOU AGREE TO THIS AGREEMENT AND SUPPLEMENTS, AND YOUR CONTINUED USE OF THE PLATFORM AFTER THE EFFECTIVE DATE OF ANY AMENDMENT(S) THERETO, YOU ACKNOWLEDGE THAT:

- YOU HAVE RECEIVED AND HAD AN OPPORTUNITY TO REVIEW THE DISCLOSURES AND INFORMATION PROVIDED TO YOU BY ACORNS EARLY AND/OR ANY OF ITS AFFILIATED ENTITIES, THROUGH THE ACORNS EARLY WEBSITE, OR THE APPLICATION, INCLUDING DISCLOSURES ABOUT HOW DEBITS WILL BE MADE FROM YOUR FUNDING SOURCE EACH MONTH IN THE AMOUNTS SPECIFIED IN THE DISCLOSURES.
- IF YOU HAVE CHOSEN AN ACORNS EARLY INVEST ACCOUNT, YOU HAVE RECEIVED:
  - ACORNS ADVISERS LLC’S [BROCHURE](#);
  - ACORNS ADVISERS LLC’S [FORM CRS](#) IF YOU ARE AN INDIVIDUAL INVESTOR (ALSO KNOWN AS A “RETAIL INVESTOR,” AS DEFINED IN RULE 204-5 UNDER THE ADVISERS ACT AND RULE 17A-14 UNDER

THE EXCHANGE ACT); AND

- THE RELEVANT SUPPLEMENT IF YOU HAVE CHOSEN AN ACORNS EARLY INVEST ACCOUNT

CLICKING THAT YOU AGREE HAS THE SAME LEGAL EFFECT AS SIGNING A PAPER VERSION OF THIS AGREEMENT, AS WELL AS CONTINUED USE OF THE ACORNS EARLY PLATFORM AFTER THE EFFECTIVE DATE OF AN AMENDMENT AS FURTHER SET FORTH HEREIN. THIS CUSTOMER AGREEMENT AND ANY APPLICABLE SUPPLEMENT WILL BE CONSIDERED EFFECTIVE ONLY ONCE YOU AGREE AND ACORNS EARLY ACCEPTS AND APPROVES YOUR ACORNS EARLY CUSTOMER ACCOUNT. CONTACT ACORNS EARLY WITH ANY QUESTIONS THAT YOU HAVE BEFORE INDICATING THAT YOU AGREE.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT TO SIGN UP FOR AN ACORNS EARLY CARD CHILD ACCOUNT (AS FURTHER DEFINED HEREIN), AND TO AUTHORIZE YOUR CHILD TO DOWNLOAD AND USE THE ASSOCIATED ACORNS EARLY MOBILE APPLICATION OR WEBSITE, WE MUST COLLECT INFORMATION LEGALLY DEFINED AS “PERSONALLY IDENTIFIABLE INFORMATION” ABOUT YOUR CHILD(REN), INCLUDING, AS MAY BE APPLICABLE TO YOU, CHILD(REN) UNDER THE AGE OF 13. YOUR CONSENT IS REQUIRED FOR THE COLLECTION, USE, OR DISCLOSURE OF INFORMATION WE COLLECT ONLINE FROM YOUR CHILD DIRECTLY THROUGH THEIR USE OF THE ACORNS EARLY MOBILE APPLICATION OR WEBSITE, AND WE WILL NOT COLLECT, USE OR DISCLOSE ANY PERSONAL INFORMATION FROM A CHILD UNDER 13 WITHOUT YOUR CONSENT. BY CLICKING THAT YOU AGREE TO THIS CUSTOMER AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU ARE THE PARENT OF THE DESIGNATED CHILD(REN), THAT YOU HAVE THE LEGAL RIGHT AND AUTHORITY TO ESTABLISH A CHILD ACCOUNT FOR THE CHILD(REN), AND THAT YOU AUTHORIZE THEIR USE OF THE ACORNS EARLY MOBILE APPLICATION AND WEBSITE AND THE COLLECTION AND USE OF THEIR PERSONAL INFORMATION DESCRIBED IN THIS CUSTOMER AGREEMENT AND FURTHER SET FORTH IN OUR [PRIVACY POLICY](#). IF YOU OPEN BOTH AN ACORNS EARLY CARD AND AN ACORNS EARLY INVEST ACCOUNT ON BEHALF OF A CHILD FOR WHOM YOU ARE THE LEGAL GUARDIAN, YOUR AUTHORIZATION APPLIES TO USE OF BOTH PRODUCT TYPE(S).

YOU ACKNOWLEDGE AND AGREE THAT TO OPEN AN ACORNS EARLY INVEST ACCOUNT, WE MUST COLLECT “PERSONALLY IDENTIFIABLE INFORMATION” ABOUT THE DESIGNATED BENEFICIARY. BY CLICKING YOU AGREE TO THIS CUSTOMER AGREEMENT, YOU REPRESENT THAT YOU HAVE THE AUTHORITY AND CONSENT OF THE BENEFICIARY’S LEGAL GUARDIAN TO PROVIDE SUCH PERSONALLY IDENTIFIABLE INFORMATION ABOUT THE BENEFICIARY AND AUTHORIZE THE COLLECTION AND USE OF THE BENEFICIARY’S PERSONAL INFORMATION FOR THE PURPOSES OF OPENING AND MAINTAINING THE ACCOUNT, AS DESCRIBED IN THIS CUSTOMER AGREEMENT AND FURTHER SET FORTH IN OUR PRIVACY POLICY.

**AMENDMENTS.** You agree that Acorns Early may amend this Customer Agreement and any supplement from time to time (i) for material changes, providing you with notice in accordance with applicable law; and (ii) for all other changes and/or material changes that do not require separate and advance written notice under applicable law, by posting the amendment on the Acorns Early Website and Application. ACCORDINGLY, YOU AGREE TO CHECK THE ACORNS EARLY WEBSITE AND/OR APP FOR AMENDED VERSIONS OF THIS CUSTOMER AGREEMENT AND SUPPLEMENTS. YOU UNDERSTAND AND AGREE THAT YOUR CONTINUED USE OF THE PLATFORM, INCLUDING BUT NOT LIMITED TO MAINTAINING YOUR ACORNS EARLY SUBSCRIPTION AND/OR USING ANY SERVICE PROVIDED IN THE PLATFORM WITHOUT OBJECTING AFTER THE EFFECTIVE DATE OF THE AMENDMENT INDICATES YOUR ACCEPTANCE OF THE CUSTOMER AGREEMENT AND ANY SUPPLEMENT AND AMENDMENTS THERETO, AND THAT YOU WILL BE LEGALLY BOUND BY THEIR TERMS AND CONDITIONS.

ACORNS EARLY ENCOURAGES YOU TO CONSULT WITH YOUR LEGAL COUNSEL CONCERNING YOUR RIGHTS BEFORE ENTERING INTO THIS CUSTOMER AGREEMENT AND ANY TIME YOU HAVE QUESTIONS ABOUT SUCH RIGHTS.

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This Customer Agreement between Acorns Early and you sets forth the terms and conditions under which Acorns Early will provide you with access to the Platform, products, and services described in this Customer Agreement. This Customer Agreement contains the general terms that apply when you choose to subscribe to the Acorns Early Platform as well as important information that governs all aspects of your relationship with Acorns Early (and any applicable third parties as set forth herein). This Customer Agreement includes all documentation that you submit to us to open any of your Acorns Early Product Type(s), including terms, statements, disclosures and other information for the products and services for which you have applied.

When you enter into this Customer Agreement, you are able to create and subscribe to Acorns Early, giving you access to the Platform, including the Application, Website, services provided by Acorns Early, and any Product Type(s) you select as then applicable to your Subscription Plan. In addition to any available Product Type(s) selected, you will be able to access the Platform, as then available, including by way of example and not limitation: educational tools, allowance and chores features, parental controls, friends and family gifting access, and other services and products as provided on the Platform from time to time.

As applicable to the Subscription Plan you select, you may also receive access to, and use of, other products and services offered by Acorns Early's affiliated entities through the Acorns Website, [www.acorns.com](http://www.acorns.com), and/or the Acorns Application (collectively, "the Acorns Platform"), and subject to all terms and conditions of Acorns, including, but not limited to, those terms located at <https://www.acorns.com/program-agreement/>. You are required to agree separately to all applicable Acorns agreements, which shall govern your relationship with the Acorns Platform. In the event of a conflict between this Customer Agreement and any Acorns Platform

Agreement applicable to your account with the Acorns Platform, the applicable Acorns Platform Agreement will control with respect to your account with the Acorns Platform.

## 1. Product Type(s)

There are currently two types of Products in the Platform: (1) the Acorns Early Card; and (2) the Acorns Early Invest Account. You acknowledge and agree that in order to open one or more Acorns Early Invest Account, you must first open an Acorns Early Card on behalf of a minor between the ages of 6 to 18 years for whom you are the legal guardian.

### 1.1. Acorns Early Card

The Acorns Early Card is a youth card opened in connection with a Card Account, opened and maintained by a Parent with an applicable Bank of Record. It is intended for use by people between the ages of 6 and 18 years of age only, with parental permission. The Card is either an Acorns Early prepaid Mastercard(s) (issued in connection with Community Federal Savings Bank) or a Visa debit card(s) (issued in connection with nbkc Bank), as applicable to your Bank of Record at sign up.

### 1.2. Acorns Early Invest.

An Acorns Early Invest Account is a discretionary taxable securities brokerage account through which you can invest in shares of ETFs selected by Acorns Advisers, LLC ("Acorns Advisers") for the benefit of a minor. Discretionary accounts are accounts in which Acorns Advisers selects ETFs for your account, based upon the answers provided in your Investor Profile Questionnaire. Acorns Advisers will direct the purchase and sale of 100% of the holdings of your account and manage the assets in the account. The account is legally classified as either a Uniform Gift to Minors Act ("UGMA") or Uniform Transfers to Minors Act ("UTMA") account, as applicable to your state of residence and date of account opening. You are not required to be the legal guardian of the named beneficiary of any Acorns Early Invest Account.

## 2. Supplements

This Customer Agreement is between Acorns Early and you, and pertains to the Platform generally. Supplements to this Customer Agreement, included below, may provide additional terms and conditions applicable to the Product Type(s) selected by you. You acknowledge that affiliates of Acorns Early, through the Supplements, may have separate agreements with you that allocate separate sets of rights and obligations between you and the applicable party, depending on the Product Type(s) that you have selected. You further acknowledge that none of Acorns Early, its affiliates, or the Banks of Record are responsible for the obligations of any of the other respective entities. In the event of any conflict between a Supplement and this Customer Agreement, the applicable Supplement shall control unless otherwise indicated.

Acorns Advisers, LLC is an investment adviser registered with the SEC under the Investment Advisers Act of 1940, as amended. Acorns Advisers offers investment advisory

services through its robo-advisor's wrap-fee program. Acorns Advisers has prepared a Form ADV Brochure that contains detailed descriptions of its advisory services, fees and expenses, and important information that you should consider before opening any Acorns Early Invest Account. Not all of Acorns Advisers' offerings or services are available directly through the Acorns Early Platform. Read the Brochure [here](#) and the Form CRS [here](#).

Acorns Securities, LLC ("Acorns Securities") is a Broker Dealer registered with the SEC under the Securities Exchange Act of 1934, as amended, and member of FINRA and SIPC. Acorns Securities provides certain brokerage services to Acorns Adviser's customers for their Acorns Early Invest Accounts and is generally responsible to Acorns Advisers for maintaining and recording transactions in Cash and ETF Shares in your Acorns Early Invest Account(s); sending Orders placed by Acorns Advisers to the Clearing Broker for execution, clearance and settlement; and providing you with statements, confirmation emails to the extent required by applicable law, and other information about your Acorns Early Invest Account(s).

### 3. Fees

#### 3.1. Subscription Fee, General

When you subscribe to the Platform, you agree to promptly pay Acorns Early and/or any affiliated entity designated by Acorns Early in its sole discretion (the "Fee Collecting Entity") the Program Charge and any applicable Advisory Fee as set forth below, which together are the Subscription Fee, for the Subscription Plan selected by you and as further set forth in the Supplements. As further set forth in Section 3.2, the Fee Collecting Entity may, in its sole discretion, collect the entire Subscription Fee and allocate the Subscription Fee or the Program Charge to any other Acorns Early affiliated entity, and may allocate any applicable portion as an Advisory Fee to Acorns Advisers as further set forth herein, including without limitation as may be set forth in any Supplement hereto.

The Subscription Plans and corresponding Subscription Fees are as follows:

- Acorns Early Lite Plan (or any successor Subscription Plan name): For \$8 per month, the Acorns Early Lite Plan allows you (i) to sign up for the Acorns Early Card, with a Parent Account and up to a maximum of four (4) Child Accounts; and (ii) to access the Acorns Early Platform, including without limitation: educational tools, allowance and chores features, parental controls, friends and family gifting access, and other services and products as provided on the Acorns Early Platform from time to time.
- Acorns Gold Plan (or any successor Subscription Plan name): For \$12 per month, the Acorns Gold Plan allows you (i) on the Acorns Early Platform, (a) to sign up for the Acorns Early Card, with a Parent Account and up to a maximum of four (4) Child Accounts; (b) to access to one or more Acorns Early Invest Account(s); and (c) to access the Acorns Early Platform, including without limitation: educational tools, allowance and chores features, parental controls, friends and family gifting access, and other services

and products as provided on the Acorns Early Platform from time to time; and (ii) on the Acorns Platform, to access the Acorns Platform and sign up for all products, services, and offerings then available to Acorns Gold customers, subject to the terms and conditions set forth by the Acorns Platform.

#### 3.1.1. Acorns Platform Products

If your Subscription Plan includes the ability to sign up for any products, services, or offerings provided by the Acorns Platform (collectively, the “Acorns Platform Features”), your use of such Acorns Platform Features remains at all times subject to the terms and conditions of the Acorns Platform, including without limitation its Program Agreement. From time to time, such Acorns Platform Features may be made available to you directly in the Acorns Early Website or Application. You acknowledge and agree that your use of any Acorns Platform Features directly in the Acorns Early Application or Website is also subject to the terms and conditions of the Acorns Platform.

In the event that Acorns Platform Features are made available to you directly in the Acorns Early Application or Website, this may include the ability to add funds loaded to your Card Account to deposit funds to your other Acorns Platform investment accounts. You acknowledge and understand that you may choose to fund your Card Account by credit card, which may carry additional risk, including without limitation that: (i) your credit card issuer may charge interest, cash advance fees, or other charges for transactions used to fund your Card Account, and such charges may exceed potential investment returns; and (ii) you must repay your credit card balance regardless of investment performance. By using a credit card to fund your Card Account and subsequently using those funds for investment purposes, you acknowledge that you have read, understood, and agree to these terms and the additional risks involved.

#### 3.1.2. Promotional or custom subscriptions

Acorns Early reserves the right to waive or customize the Subscription Fee, or any part of the Subscription Fee at any time, for any period, and for any accountholder at its sole and absolute discretion, including without limitation services offered by any of its affiliated entities. Acorns Early may offer, without limitation, (i) promotional pricing, including a waived or reduced Subscription Fee, for new customers; (ii) promotional pricing for existing customers following the change to, or discontinuation of, a Subscription Plan or applicable Subscription Fee associated with that plan; and/or (iii) a custom pricing model for a Subscription Plan that may offer unique or beta products, or a unique or beta combination of products, including without limitation services offered by any of its affiliated entities, provided that customers of any such promotional or custom-priced Subscription Plan will have their actual Subscription Fee amount disclosed prior to subscription. Acorns Early may conduct tests, trials, or experiments involving different features, functionality, or user experiences across the services. This may result in some users receiving different interfaces, features, or service variations. Acorns Early may further elect to launch promotions or other initiatives whereby fees are waived, in whole or in part, for certain categories of customers (such as, for example and not limitation, students or military veterans).

Any such initiative (i) may be expanded, narrowed, suspended, canceled or modified at any time by Acorns Early in its sole discretion and (ii) will be subject to rules, guidelines and/or terms and conditions, if any, that Acorns Early determines in its sole discretion to apply in connection therewith (which rules, guidelines and/or terms may be included anywhere on the Acorns Early Website, the Application, and/or elsewhere). To the extent that any such program or initiative is canceled or terminated, Acorns Early will, after giving notice in accordance with applicable law, begin prospectively charging customers the then-current Subscription Fee. You acknowledge that Acorns Early has sole discretion in determining whether or not any existing or prospective customer meets the requirements to participate in and/or benefit from any such program or initiative, and will not be liable to you or any other party in connection with any such decision and/or in connection with the administration of any such program or initiative generally, including with the termination thereof.

### 3.1.3. Subscription Fee For Access to Platform And Products

You acknowledge and agree that you will be charged the full Subscription Fee applicable to the Subscription Plan selected by you even if you do not open any or all of the Product Type(s) available to you through the Acorns Early Platform, or those account types available through the Acorns Platform, if applicable to your Subscription Plan. You further acknowledge and agree that: (1) opening Product Type(s) or those account types that are available through the Acorns Platforms require additional affirmative steps to open and verify such accounts; (2) the Subscription Fee is a fixed fee based on the Subscription Plan in which you are enrolled and, depending on your circumstances, may be disproportionately high relative to the assets in your Acorns Early Product Type(s) and/or Acorns Platform Account types; and (3) that the Subscription Fee is reasonable for the services you receive regardless of the value of such assets.

You further acknowledge and agree that if your Subscription Plan includes access to the Acorns Platform, your Subscription Fee may consist of an applicable Advisory Fee (as that term is defined in the Acorns Platform Program Agreement) if you choose to open and fund a Managed Account (as that term is defined in the Acorns Platform Program Agreement). You understand that such Advisory Fee is paid and allocated to Acorns Early affiliate Acorns Advisers, LLC, by Acorns Grow, Inc. The aggregate amount you pay for your Subscription Fee will remain unchanged, regardless of whether such Advisory Fee is allocated. See the Acorns Platform Program Agreement for details related to the Advisory Fee.

### 3.1.4. Subscription Fee, Program Charge, and Advisory Fee.

Your Subscription Fee consists of:

- A Program Charge for access to one or more of the following services, subject to the applicable Subscription Plan selected by you and/or any applicable promotional subscriptions:

- (i) to sign up for the Acorns Early Card, with a Parent Account and up to a maximum of four (4) Child Accounts on the Acorns Early Platform;
  - (ii) access the Acorns Early Platform, including without limitation: educational tools, allowance and chores features, parental controls, friends and family gifting access, and other services and products as provided on the Acorns Early Platform from time to time; and
  - (iii) access the Acorns Platform and sign up for all products, services, and offerings then available to Acorns Gold customers, subject to the terms and conditions set forth by the Acorns Platform.
- For Acorns Early Invest Accounts with a balance, an Advisory Fee (\$0.10) for one or more open Acorns Early Invest Account(s).
  - The Advisory Fee is paid and allocated to Acorns Advisers by the Fee Collecting Entity in arrears if any of your Acorns Early Invest Account(s) has a balance as of the Advisory Fee Date. Otherwise, such amount is retained by the Fee Collecting Entity as part of its Program Charge. Regardless of whether an Advisory Fee is payable for any period, the aggregate amount you pay in Subscription Fees (i.e., Program Charge plus Advisory Fees, If any) will be the same. The amount of the Subscription Fee depends on which Subscription Plan you select.

#### 3.1.5. No Refund Of Subscription Fee

YOU UNDERSTAND AND AGREE THAT NO PORTION OF ANY MONTHLY SUBSCRIPTION FEE WILL BE REFUNDED TO YOU IF YOU CANCEL YOUR ACORNS EARLY ACCOUNT MID-BILLING CYCLE, EVEN THOUGH (I) YOU MAY HAVE PAID THE SUBSCRIPTION FEE FOR THE FULL BILLING CYCLE IN WHICH YOUR ACORNS EARLY CUSTOMER ACCOUNT IS CLOSED; AND (II) YOU MAY LOSE ACCESS TO THE PLATFORM IMMEDIATELY UPON CANCELLING. IF YOU DO NOT HAVE AN OPEN ACORNS EARLY INVEST ACCOUNT AND/OR SUCH ACCOUNT DOES NOT HAVE ANY HOLDINGS AS OF THE ADVISORY FEE DATE, ACORNS ADVISERS WILL NOT CHARGE AN ADVISORY FEE. INSTEAD, THE ENTIRE SUBSCRIPTION FEE WILL BE ALLOCATED TO THE PROGRAM CHARGE.

### 3.2. Collection Of Subscription Fee

#### 3.2.1. Collection Of Subscription Fee By Acorns Early

For all Acorns Early Lite Plan customers and Acorns Gold Plan customers who are not subscribed to the Acorns Platform with a successfully linked funding source, the Subscription Fee will be billed by, and paid to, Acorns Early, from the balance on the Card Account. If there are insufficient funds in the Card Account, the Subscription Fee will be withdrawn directly from the Parent's Funding Source, pursuant to the authorization provided in the Card Supplement.

#### 3.2.2. Collection Of Subscription Fee By The Acorns Platform



For Acorns Gold Plan customers who are subscribed to the Acorns Platform with a successfully linked funding source, you acknowledge and agree that the Subscription Fee will be billed by, and paid to, the Acorns Platform, in accordance with the terms you agree to with the Acorns Platform and its Program Agreement. As further set forth therein, the Subscription Fee will be deducted from the Funding Source linked to the Acorns Platform. In the event the Acorns Platform is unable to collect your Subscription Fee via your Acorns' "Primary Funding Source" for any reason, you authorize the Acorns Platform to collect your Subscription Fee (and any other fees due thereunder) from the other authorized sources set forth in the Acorns Program Agreement, including, without limitation, via the sale of securities in one or more of your Acorns Platform Accounts (as therein defined). Such authorization is set forth in, and subject to, the terms of the Acorns Platform Program Agreement (including without limitation Section A6.3 thereof). If the Acorns Platform is unable to collect your Subscription Fee as set forth in the Acorns Platform Program Agreement, the Subscription Fee may be deducted from your Acorns Early Card Account or as otherwise set forth in 2.2.1.

All capitalized terms used but not otherwise defined in this Section have the same meaning as in the Acorns Platform Program Agreement. In the event any provision in this Section conflicts or is inconsistent with any provision of the Acorns Platform Program Agreement, the provisions of the Program Agreement shall control.

#### 3.2.3. Downgrading Subscription Plans

In the event you downgrade from an Acorns Gold Plan to another Acorns Early Subscription Plan and close and liquidate all of your account types open through the Acorns Platform, the Subscription Fee will be billed by, and paid to, the Acorns Early Application as set forth in 2.2.1. **YOU ACKNOWLEDGE AND AGREE THAT YOU MUST CLOSE AND FULLY LIQUIDATE ANY AND ALL OPEN ACORNS PLATFORM ACCOUNTS BEFORE YOUR DOWNGRADE FROM THE ACORNS GOLD PLAN TO ANOTHER ACORNS EARLY SUBSCRIPTION PLAN BECOMES EFFECTIVE, AND THAT YOU WILL CONTINUE TO PAY THE SUBSCRIPTION FEE APPLICABLE TO YOUR ACORNS GOLD PLAN UNLESS AND UNTIL ALL SUCH ACORNS PLATFORM ACCOUNTS HAVE BEEN CLOSED AND FULLY LIQUIDATED.**

#### 3.2.4. Discretion to Waive or Customize Fees

You acknowledge that the Subscription Fee is not negotiable. Acorns Early reserves the right to waive or customize the Subscription Fee, or any part of the Subscription Fee at any time, for any period, and for any customer at its sole and absolute discretion.

#### 3.3. Debit Authorization to Pay Subscription Fee

**PRAUTHORIZATION OF MONTHLY ELECTRONIC FUNDS TRANSFER FROM YOUR FUNDING SOURCE:** By clicking "I agree" to enter into this Customer Agreement, you authorize Acorns Early and/or any of its affiliates, by and through any of their agents, for the entire period in which you are subject to a Subscription Fee, to process a recurring Electronic Funds Transfer debit from your Funding Source in the amount specified in this Section, for each Fee Date

occurring from the date you open your Acorns Early Customer Account through the date you close your Acorns Early Customer Account and all Product Type(s) then open. The Fee Date will be the monthly anniversary of the Activation Date of your Card Account, except that Card Accounts activated on the 30th or 31st of any month will be first billed on the 1st of the following month.

Any Electronic Funds Transfer debit that you preauthorize in the preceding sentence will result in an Electronic Funds Transfer from your Card Account or Funding Source, as applicable, to Acorns Early or its affiliated entities, by and through any of their agents, to pay any applicable Subscription Fee (inclusive of the Program Charge and/or Advisory Fee, as applicable). Acorns Early, its affiliated entities, or any of their agents may charge a fee if your Electronic Funds Transfer debit fails due to insufficient funds in your Card Account or Funding Source, as applicable. Acorns Early reserves the right to cease offering you services under this Customer Agreement if your Funding Source fails for any reason or if Acorns Early is otherwise unable to collect your Subscription Fee.

#### 3.4. Liquidation of Acorns Early Invest Account Holdings to Pay Fees

In the event Acorns Early and/or any of its affiliated entities are unable for any reason to collect your Subscription Fee, pursuant to the authority you grant to Acorns Advisers in the applicable Supplement, Acorns Advisers may instruct Acorns Securities to initiate sales in one or more of your Acorns Early Invest Account(s) and use the proceeds to satisfy or partially satisfy any current or past fees due and to allocate such proceeds to another Acorns Party in the Acorns Parties' discretion under this Customer Agreement (including the Supplements) relating to your Acorns Subscription.

If Acorns Advisers, by and through Acorns Securities, liquidates ETF Shares to satisfy your monthly Subscription Fee, it may continue to liquidate ETF Shares to cover your Subscription Fee each month thereafter in which it is unable to collect from your Funding Source and/or Card Account.

#### 4. Electronic Delivery Consent

When you agree to enroll in the Platform by entering into this Customer Agreement and the Supplements, you consent to receive any and all advice, documents, information, or other communications from Acorns Early, its affiliated entities, and the Banks of Record electronically through the Websites or the Application (or the Portfolio Advice Application, if applicable) to the email provided, or otherwise over the internet.

BY CLICKING THE BUTTON TO INDICATE "I AGREE" OR SIMILAR LANGUAGE TO ENTER INTO THIS CUSTOMER AGREEMENT AND ANY SUPPLEMENT(S) (OR OTHERWISE INDICATE THAT YOU UNDERSTAND AND ACCEPT THE TERMS HEREIN), AND BY YOUR CONTINUED USE OF THE PLATFORM AFTER THE EFFECTIVE DATE OF ANY AMENDMENT(S) THERETO, YOU AGREE YOU ARE SIGNING AND ACCEPTING THIS CUSTOMER AGREEMENT AND ANY SUPPLEMENT(S), AS MAY BE AMENDED FROM TIME TO TIME, AND GRANT YOUR INFORMED CONSENT TO RECEIVE ELECTRONICALLY ANY

STATEMENTS, CONFIRMATIONS, PROSPECTUSES, PROXY AND VOTING MATERIALS, DISCLOSURES, TAX REPORTS, NOTICES, AND OTHER DOCUMENTS AND/OR INFORMATION RELATING TO THE PLATFORM IN ANY WAY, INCLUDING AMENDMENTS TO THIS CUSTOMER AGREEMENT, SUPPLEMENTS, ADDITIONAL SUPPLEMENTS AND OTHER COMMUNICATIONS ("COMMUNICATIONS") TRANSMITTED TO YOU IN RELATION TO THE PLATFORM.

We may also periodically send you emails that directly promote the Platform (for example, new offerings or features we provide, recommendations, special offers or promotions). When you receive such promotional emails from us you will have the opportunity to "opt-out" by following the unsubscribe instructions provided in the email you receive.

By providing us with your mobile phone number, accessing the Acorns Early Platform using your mobile phone number, and/or contacting us from your mobile phone number, you acknowledge and agree that this number is essential for security and account servicing purposes. You consent for us or any third party acting on our behalf to contact you at this number and to receive essential, non-promotional, automated text messages. MESSAGE AND DATA RATES MAY APPLY. These essential communications include, but are not limited to, multi-factor authentication codes, critical security alerts, and other transactional notifications related to the servicing of your Product Type(s).

Your mobile 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 contact our Customer Support via email to [help@acornsearly.com](mailto:help@acornsearly.com), our toll-free number at (855) 739-2859, or on the Acorns Early Website or Application. However, because your mobile phone number is mandatory for the security and operation of your Acorns Early Customer Account, you agree that this request will result in the cessation of your Acorns Early Customer Account, including all open Product Type(s).

We may also offer options that allow you to receive or access text messages or other electronic communications from your mobile phone. If you have separately and expressly consented to receive messages and/or information via text messages from Acorns Early, Communications, including marketing communications, may be sent via text message to the phone number you provided. To opt-out of marketing text messaging, reply STOP to a text message from Acorns Early at any time. DATA RATES MAY APPLY. You may also amend your contact preferences by contacting our Customer Support via email to [help@acornsearly.com](mailto:help@acornsearly.com), our toll-free number at (855) 739-2859, or on the Acorns Early Website or Application. By enrolling for these types of communications, you understand and agree to be solely responsible for any fees or charges you incur as a result of this enrollment. Neither Acorns Early or any of its affiliated entities are liable for delayed or undelivered messages.

Notwithstanding anything in this Customer Agreement and Supplements to the contrary, you may request paper copies of Tax Forms or any other communication that Acorns Early or any applicable affiliated entity is required by applicable law or regulation to provide on request. Your informed consent to electronic delivery will apply to each Tax Form or other communication that

Acorns Early or any of its affiliated entities are otherwise required by applicable law or regulation to provide on request to you in paper, unless and until you revoke it. You may update your email address for electronic delivery, or revoke or limit your informed consent to electronic delivery, at any time by contacting Acorns Early Customer Support.

Notwithstanding anything in this Customer Agreement and Supplements to the contrary, you agree that, if you revoke or limit your informed consent to electronic delivery, including with regard to your Tax Forms, or if you are deemed to revoke consent because your email address is not valid, Acorns Early may choose in its sole discretion (i) to terminate your Acorns Early Customer Account and any and all services related thereto; and/or (ii) to charge you reasonable fees, separate from and in addition to the Subscription Fee, for paper delivery and related services. Although you consent to electronic delivery, you agree that Acorns Early, its affiliated entities, and/or the applicable Bank of Record may, in their sole discretion, deliver Communications in paper communications to your primary address of record or otherwise as required or permitted by applicable law or agreement, and may request that you send paper communications to Acorns Early, its affiliated entities, or the applicable Banks of Record.

Electronic communications are deemed delivered to, and received by, you when sent by Acorns Early or its affiliated entities, regardless of when you actually receive or access the communications. Delivery of a communication may consist of an email containing a hyperlink to a website or other portal or application where the communication may be accessed. Once Acorns Early or any of its affiliated entities send a communication containing a hyperlink to you and/or posts the communication on its Website and/or Application, it is deemed to have delivered the communication to you in a form that you can retain and print. You are responsible for ensuring that emails from Acorns Early are not blocked by spam filters or other email management tools and agree to regularly check your spam and junk folder and add Acorns Early to your safe sender list to ensure delivery of communications. Acorns Early is not responsible for emails blocked by spam filters, that otherwise fail to reach your inbox, or that you fail to open.

In the event you choose to create or sign in to an Acorns Early Customer Account using a sign-in process such as Sign In with Apple or a functionally similar process, you agree, represent, and warrant to Acorns Early and its affiliated entities that you will use, and/or have communications from Acorns Early forwarded to, an email address that you use and check regularly, and to update Acorns Early promptly in the event that such email address is no longer used or checked by you. You understand that such email address (i) will be tied to your account credentials and password; and (ii) will be used by Acorns Early to communicate with you electronically, including with regard to important notices which we are required to provide to you. You agree to immediately notify Acorns Early in writing of changes in your Customer Information, which includes your email address. It is solely your responsibility to notify Acorns Early immediately if you have difficulty accessing or viewing an electronically sent or accessible communication. You agree that neither Acorns Early nor any of its affiliated entities is responsible for any losses you may incur due to any failure to access or view Communications if you fail to maintain accurate Customer Information.

## 5. Service Providers in the Platform and Their Roles

### 5.1. General Service Providers

You acknowledge and agree that Acorns Early may now and in the future, subject to applicable law, engage third party vendors or service providers to offer promotions, partnerships, products, and/or other services to you (the “Third Party Services”), to fulfill its duties, and/or to exercise its rights under this Customer Agreement and its Supplements. Participation in, and access to, certain services or products made available by Acorns Early may require you to agree separately to additional agreements applicable to such products or services, and which shall govern your relationship with Acorns Early, and/or its applicable affiliates and third party providers. You acknowledge and agree that Acorns Early reserves the right, in its sole discretion and without notice, to add, modify, and/or remove any Third Party Services to you at any time, unless notice is required by applicable law. For such Third Party Services, you acknowledge and agree that the applicable third party’s terms and conditions will apply and Acorns Early accepts no responsibility, and disclaims liability for, third-party performance.

### 5.2. Service Providers Related To The Acorns Early Card

You further acknowledge and agree that for Acorns Early’s offering of the Acorns Early Card, Acorns Early and/or an affiliated entity has engaged Community Financial Services Bank and nbkc Bank, both FDIC insured, to act as its “Banks of Record.” The Banks of Record are not parties to this Customer Agreement or any Supplement, except as expressly identified therein. **You acknowledge and agree that you will be required to agree separately to all relevant Bank of Record’s then applicable agreements prior to opening any Acorns Early Card Account.**

### 5.3. Service Providers Related To Acorns Early Invest

You acknowledge and agree that: for Acorns Early’s offering of Acorns Early Invest, Acorns Early has engaged its affiliated entity, Acorns Advisers, LLC (“Acorns Advisers”) to act as the investment adviser registered with the SEC under the Investment Advisers Act of 1940, as amended. Acorns Advisers offers investment advisory services through its robo-advisor’s wrap-fee program. Acorns Advisers has prepared a Form ADV Brochure that contains detailed descriptions of its advisory services, fees and expenses, and important information that you should consider before opening any Acorns Early Invest Account(s). Read the Brochure [here](#) and the Form CRS [here](#). Acorns Early and/or Acorns Advisers have further engaged their affiliated entity, Acorns Securities, LLC (“Acorns Securities,”) to provide certain brokerage services to Acorns Adviser. Acorns Securities is a Broker Dealer registered with the SEC under the Securities Exchange Act of 1934, as amended, and member of FINRA and SIPC and is generally responsible to Acorns Advisers for maintaining and recording transactions in Cash and ETF Shares in your Acorns Early Invest Account(s); sending Orders placed by Acorns Advisers to the Clearing Broker for execution, clearance and settlement; and providing you with statements, confirmation emails to the extent required by applicable law, and other information about your Acorns Early Invest Account(s).

## 6. Responsibility for Your Account

### 6.1. Opening and Use of Your Account

You are solely responsible for any decision to open and how to use the Acorns Early Platform, including without limitation any accounts or Product Type(s) you choose to open, decisions about whether to use other products and services Acorns Early may offer from time to time, and who to provide authorized access to (including designated Child(ren) and Co-Parent). You acknowledge and agree that, (i) as further set forth in Section 3 (Fees), you may choose to open only some of the Product Type(s) made available to you in your Subscription Plan, and that you will be charged the full Subscription Fee even if you do not open all Product Type(s) available; and (ii) opening any Acorns Early Product Type may require additional affirmative steps to open and verify such account, including without limitation downloading the separate Acorns Application and signing up to be an Acorns Customer.

You represent and warrant to Acorns Early, its affiliated entities, and the Banks of Record that all Customer Information that you supply about yourself is true, accurate, complete, and current. You agree to promptly (within 7 days) update any Customer Information you provide if and when it is no longer accurate by using the Acorns Early Application or Website. You agree to indemnify and hold harmless Acorns Early, its affiliated entities, the Banks of Record, and any other Indemnified Persons from any and all damages resulting from, or relating to, your failure to provide true, accurate, complete, and current Customer Information, or to promptly update your Customer Information.

### 6.2. Customer Information

You acknowledge and agree that, subject to the terms and conditions of any applicable Supplement and the Privacy Notice, Acorns Early will collect information about you (and your Child(ren) and/or designated minor beneficiaries, as applicable) to provide you services through the Platform, including, without limitation, compliance functions such as verifying your identity for anti-money laundering and counterterrorist financing purposes and confirming that Acorns Early, its affiliates, and/or the Banks of Record are permitted to provide you with services in accordance with applicable U.S. economic sanctions against various countries, individuals and organization. You further acknowledge and agree that Acorns Early may share some or all of the Customer Information with its affiliates, the Banks of Record, and/or Service Providers. You acknowledge and agree that, subject to the terms and conditions of any applicable Supplement and the Privacy Notice, Acorns Advisers relies on the Customer Information to provide the Advisory Services and other services through the Platform, including, without limitation, the recommendation by the Portfolio Advice Application of the Portfolio.

You represent and warrant to Acorns Early that all Customer Information that you supply about yourself is true, accurate, complete, and current. You agree to promptly update any Customer Information you provide to Acorns Early that is no longer accurate using the Website or Application. You agree to indemnify and hold harmless Acorns Early and any other Indemnified

Persons from any and all damages resulting from, or relating to, your failure to provide true, accurate, complete, and current Customer Information or to update Customer Information.

### 6.3. Source of Funds

You represent, warrant, and covenant that none of the money you use in any manner related to Acorns Early, comes from, will come from or will be used to promote the conduct of, any crime or other illegal activity. You further represent, warrant, and covenant that only checking accounts for which you are an individual owner will be used as a Funding Source and that you will not link any account that does not belong to you. You represent that no individual or entity has a present interest and/or entitlement in any money you use related to Acorns Early other than you and that you will not link a business account to Acorns Early. By linking a joint account, you represent and warrant that you have the authority to authorize transfers for all intended purposes and that all joint account holders consent to transfers from this account for such purposes. You agree and acknowledge that there may be no more than one active external Funding Source linked to each Acorns Early Customer Account at any time.

### 6.4. Parental Monitoring and Control

The Acorns Early Platform provides parental controls that allow Parents and/or Co-Parents to monitor and manage the activity of Child(ren). These controls include without limitation the ability to use the services, products, and tools available through the Website and Application, set spending limits, view transaction history, and approve or decline transactions. Parents and Co-Parents acknowledge and agree that they are responsible for all such activity by the Child(ren), and for setting appropriate parental controls.

## 7. Electronic Funds Transfer Transactions

### 7.1. Authorization For Recurring Transactions

You authorize Acorns Early, its affiliated entities, and/or the Banks of Record when acting as Service Providers to make recurring electronic debits and credits to your Funding Source or Card Account as initiated by you for the amounts and frequencies you identify, and, if necessary, to correct erroneous debits, credits, withdrawals, and/or other transactions (collectively "Transactions"). The Service Providers' authorization to initiate debit and credit entries from and to your Funding Source and Card Account will remain in full force and effect unless and until you notify a Service Provider that you wish to revoke this authorization with respect to a particular Service Provider by emailing [help@acornsearly.com](mailto:help@acornsearly.com). With regard to revoking consent as to a particular recurring Transaction, you must notify the Service Providers at least three (3) Business Days before the scheduled debit date in order to cancel this authorization. If the Service Providers do not receive notice at least three (3) Business Days before the scheduled debit date, the Service Providers may attempt, in their sole discretion, to cancel the debit Transaction. However, the Service Providers assume no responsibility for their failure to do so. Please note that withdrawal of your electronic authorization contained in this Section will not apply to Automated Clearing House (ACH) or Electronic Funds Transfer Transactions taking place before the revoking of your authorization becomes effective. In accordance with this

Customer Agreement, you represent that the Transfers you authorize comply with applicable law. The Service Providers reserve the right to delay or prevent transfers of funds in accordance with applicable laws.

## 7.2. Responsibility For Transactions To And From Your Accounts

You acknowledge that it is your responsibility to provide correct and legitimate payment instructions for your Funding Source to Acorns Early, the ACH Operator, Acorns Securities, and/or any other electronic funds transfer operator used by Acorns Early, when requested in connection with the Platform. You agree to be bound by the National Automated Clearing House Association operating rules and any applicable ACH or other Electronic Funds Transfer operating rules. You acknowledge that mismatched, incorrect, or incomplete identifying information regarding your Funding Source or in payment instructions to make any Transaction and/or to pay Subscription Fees, may result in an Electronic Funds Transfer being rejected, lost, posted to an incorrect account or returned to the bank that maintains your Funding Source without notice to you. You agree that Acorns Early may request, and the ACH Operator may make, Electronic Funds Transfer Withdrawals solely by reference to the account number of the recipient. Acorns Early, the ACH Operator, and/or Acorns Securities will not be obligated by any provision of the Customer Agreement or any Supplement to determine whether there is a discrepancy relating to names or account numbers in transfers between any of your Product Type(s) and your Funding Source. You agree to indemnify and hold Acorns Early and the other Indemnified Persons harmless from any and all damages resulting from or relating to any mismatched, incorrect, or incomplete identifying information regarding your Funding Source or in payment instructions for an Electronic Funds Transfer to make a Transaction and/or to pay Subscription Fees. You agree that processing of Electronic Funds Transfers for Transactions and/or Subscription Fees, and/or any other transaction may be delayed for five (5) Business Days for ordinary course requests, or longer pursuant to Acorns Early's policies, if we suspect there may be unauthorized or fraudulent activity related to the account. If you believe that a transfer has not been properly credited to you, you agree to notify Acorns Early promptly (within 2 days). You agree that money transferred from your Funding Source may not be reflected in a Transaction credited to your Product Type(s) or available during delays.

YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING SUFFICIENT FUNDS IN YOUR FUNDING SOURCE TO COVER ALL TRANSACTIONS. FAILURE TO DO SO MAY RESULT IN OVERDRAFT OR OTHER FEES BY YOUR BANKING INSTITUTION THAT MAINTAINS YOUR FUNDING SOURCE. SUCH FEES ARE NOT COLLECTED OR IMPOSED BY ACORNS EARLY. You agree that, notwithstanding anything to the contrary in this Customer Agreement or any Supplement, Acorns Early and the Indemnified Persons will not be liable for, and make no representations with respect to, Electronic Funds Transfer processing delays; any act or omission of, including any overdraft or other fee charged by, any financial institution that maintains your Funding Source(s); or for any act or omission of any service provider or vendor of any such financial institution. Any credit resulting from an Electronic Funds Transfer associated with a Transaction or payment of any Subscription Fee is provisional until Acorns Early (or an affiliated entity, as applicable) receives payment. Without limiting any other rights of Acorns Early and/or the Banks of Record to delay a Withdrawal or deny a request for a



Withdrawal, Acorns Early reserves the right to delay or prevent a Withdrawal of the proceeds of any deposit pending verification of final payment. If Acorns Early (or an affiliated entity, as applicable) does not receive final payment, or if any of your Product Type(s) have been credited by mistake, you authorize Acorns Early, by and through any affiliated entity, to reverse the credit to your affected Product Type(s) or you will otherwise reimburse Acorns Early if assets in your affected Product Type(s) are not sufficient. This includes without limitation authorization for Acorns Advisers to instruct Acorns Securities to reverse the credit to your affected Acorns Early Invest Account(s), as applicable. If a payment funding a Transaction does not become final, the originator (which is you in the case of a deposit originating in your Funding Source) will not be deemed to have paid you in your applicable Product Type(s). You agree that you will otherwise reimburse the applicable Acorns Party if assets in your affected Product Type(s) accounts do not become final.

Notwithstanding anything in this Customer Agreement and Supplements to the contrary, you understand agree that, if you revoke your consent as set forth in this Section, Acorns Early may choose in its sole discretion to terminate your Acorns Early Customer Account and any and all services related thereto.

## 8. Term

### 8.1. Effective Date

This Customer Agreement and any Supplements become effective the date you click “I Agree” (or similar words) to enter into them. Acorns Early may amend this Customer Agreement and/or any Supplements at any time, and any such Amendments will be effective immediately unless otherwise specified upon distribution in whatever electronic format chosen by Acorns Early in its sole discretion, including (i) for material changes, providing you with notice in accordance with applicable law; and (ii) for all other changes and/or material changes that do not require separate and advance written notice under applicable law, by posting the amendment on the Acorns Early Website and Application.

This Customer Agreement will continue in full force and effect until terminated in writing as set forth below. Either party may terminate this Customer Agreement at any time upon notice to the other party as provided in this Customer Agreement, and upon the closing of all open Acorns Early Product Type(s). Acorns Early may also terminate this Customer Agreement for any reason in its sole discretion allowable under applicable law. Termination will not affect the rights or obligations of the parties prior to the date of termination, nor any such other rights and obligations herein that by their nature should survive termination, or as otherwise required by applicable law, rule, or regulation.

### 8.2. Suspension of Services

You agree that Acorns Early, its affiliated entities, the Banks of Record, and any of their affiliates or contractors (the “Suspending Party”), may suspend the provision of services to you and/or delay, limit, restrict, or refuse any transaction for you at any time for any length of time without prior notice to you if the applicable Suspending Party believes in good faith and in its sole

discretion that such suspension or delay is necessary or appropriate (i) to ensure compliance with, or to avoid violating, any law or regulation applicable to the particular Suspending Party or a transaction relating to the Platform; (ii) to comply with a request or guidance from a regulatory or law enforcement authority with jurisdiction over the Suspending Party or a transaction relating to the Platform; (iii) to avoid a loss to you, the Suspending Party; (iv) to remediate or otherwise address problems with technology; (v) due to interruptions in the access to or operation of any technology that the Suspending Party directly or indirectly uses in connection with the Platform; (vi) if the Suspending Party suspects there may be unauthorized or fraudulent activity related to the account, including without limitation any deposits or withdrawals in a pattern suggesting suspicious activity; and/or (vi) as a result of, or to prevent, a breach or violation of any term, condition, or other provision of this Customer Agreement, any Supplement, or any other applicable terms and conditions, including but not limited to a breach or violation of promotional terms and conditions or the terms of any Acorns Early affiliated entity.

If the Suspending Party suspends all or some of your access to the Platform temporarily, you will continue to be charged your Subscription Fee while your account remains in a suspended state, which such Subscription Fee may be waived in Acorns Early's sole discretion. If the Suspending Party permanently suspends all or some of your Product Type(s) and/or services under the Platform, Acorns Early or any of its affiliated entities may in their sole discretion credit one or more of your Acorns Early Product Type(s) Account or transfer to your Funding Source a prorated Subscription Fee, or may waive the Subscription Fee, for the period during which the services were suspended.

This Section includes without limitation to any other right, the right of Acorns Advisers and/or Acorns Securities to place a hold on, and suspend services related to, any Acorns Early Invest Account for up to 75 days in they suspect, in their sole discretion, fraudulent and/or otherwise unauthorized activity, including activity which may result in a loss to any of the Acorns Parties. During the hold period, your balance may not be subject to market fluctuations and a Subscription Fee waiver may be applied. If this hold period applies to you, you will be provided written notice and the date on which your funds will be released.

### 8.3. Voluntary Subscription Termination

You agree that if you elect to terminate your Subscription to the Platform, each of your Product Type(s) must first be closed and liquidated pursuant to this Customer Agreement and terms of the applicable Supplements, before your Subscription is terminated. Subject to the closure of each and all Product Type(s), as applicable, you may proceed to terminate your Platform subscription utilizing the closure feature within the Application to send an email to Customer Support or by contacting Customer Support. **Acorns Early and/or its affiliated entities (as later set forth herein) will continue to collect your Subscription fee unless and until all Product Type(s) are closed and liquidated, including those which you may have opened through the separate Acorns Platform, and your Subscription Fee is terminated.**

### 8.4. Death of Accountholder

You agree that upon your death, with regard to any Acorns Early Product Type(s) in which you have an interest, Acorns Early is not required to take action until such documents have been received establishing that you are deceased. Upon the receipt of such documentation, Acorns Early is authorized to transfer any funds held in such accounts to the named beneficiary(ies), administrator(s), executor(s), and/or successor custodian(s) upon verification of the same. You further agree that your estate will hold harmless, indemnify, and defend the Indemnified Parties from any claim, loss, or liability resulting from any distribution thereafter to the beneficiary(ies), administrator, executor, and/or successor custodian made as requested or authorized under this Section. You further acknowledge and agree that upon your death: (a) the Acorns Early Platform and your associated Product Type(s) will not be accessible via, and/or have limited functionality on, the Application and the Acorns Website; (b) no transactions will be permitted; and (c) neither Acorns Early nor any of its affiliated entities are responsible for determining the tax consequences of any of your accounts.

## 9. Websites and Applications

### 9.1. Privacy and Data Security

By entering into this Customer Agreement, you acknowledge receipt of the [Privacy Notice](#) available on the Acorns Early Website and/or Application, as may be amended from time to time. The Privacy Notice describes the general policies of Acorns Early regarding use and sharing of information and the non-public personal information provided to or collected by Acorns Early in connection with accessing the Platform, the Application, and/or the Website, or the opening, and carrying of, any Acorns Early Customer Account and/or Product Type(s) then available thereon. You agree that the rights and obligations of Acorns Early and you relating to your personal information are defined in the Privacy Notice, subject to the terms and conditions of this Customer Agreement, the Supplements, and applicable law. Neither Acorns Early or any of its affiliated entities warrants or guarantees secure access to the Acorns Early Website or Application. If unauthorized individuals or organizations access or misappropriate your personal information, neither Acorns Early nor any of its affiliated entities will be liable for any damages resulting from such unauthorized access or misappropriation to the greatest extent permitted by applicable law. You agree that, if you have claims against Acorns Early or any of its affiliated entities regarding the handling of your personal information, your remedies will be only those expressly provided by applicable law, in accordance with this Customer Agreement and its Supplements.

### 9.2. Device Compatibility

The Application is designed to work when accessed through the internet by a computer using certain web browsers or certain portable devices (such as phones or tablets that use Android or iOS operating systems). You acknowledge and agree that some web browsers or portable devices may not be compatible with the Application and/or Website.

### 9.3. Terms of Use

You acknowledge receipt of the Website and Mobile App Terms of Use, available on the Acorns Early Website, which apply to the Application, and the Website and agree to adhere to the Terms of Use throughout your participation in the Platform.

#### 9.4. Technology, Automated Systems, and Artificial Intelligence

Acorns Early may use artificial intelligence and automated systems (the “AI Systems”) to enhance and/or affect the Acorns Early Services and/or Product Types available, including, by way of example and not limitation, fraud detection, spending insights, customer support, and personalized financial education content. We may make an AI-powered chatbot available to you. Our AI chatbot may allow you to provide input to the chat (“Input”), and receive output based on that Input (“Output”). Input and Output are collectively “Content.” You are responsible for Content, including ensuring that it does not violate any applicable law or this Agreement. You represent and warrant that you have all rights, licenses, and permissions needed to provide Input to our AI chatbot. When you interact with our AI chatbot or similar conversational features within the Acorns Early Platform, you are interacting with an artificial intelligence system, not a human representative. Output may not be unique, and Ask Acorns may provide similar output to multiple users. Output is for informational and educational purposes only and should not be considered as financial advice or a substitute for professional financial, legal, or tax advice. You expressly understand and agree that Output may be inaccurate, and it is your responsibility to verify the accuracy of any information provided. You further acknowledge and agree not to rely on the AI Systems for financial, legal, or tax advice, and that financial decisions remain in your discretion and are your responsibility. You agree not to use Output in a way that could have a legal or material impact on any individual, such as making credit, employment, or other important decisions. Neither Acorns Early nor any of its affiliated entities guarantee or make any warranties with respect to the accuracy, completeness, or reliability of Output, and you agree that none of the Acorns Parties shall be liable for any use of, or reliance on, such content. Your data is processed by AI Systems in accordance with Acorns Early’s Privacy Policy.

#### 10. Promotions

##### 10.1. Promotions Subject To Additional Terms.

From time to time, Acorns Early may offer promotional services, features, or sweepstakes, including by way of example and not limitation, the Acorns Early Referral Program. You agree that by participating in such promotions you are bound by all terms applicable thereto and that Acorns Early may terminate such promotions in its sole discretion. You further agree that the addition, termination, or modification of any promotion, whether or not referred to specifically herein, does not constitute a material change to this Customer Agreement or any Supplement.

##### 10.2. Reward Shares.

From time to time, you may be granted Reward Shares as part of a promotion. Reward Shares are ETF Shares purchased in an Acorns Early Invest Account(s) as part of a promotion and not funded by a Deposit. You agree that you may not initiate a sale of Reward Shares, a Withdrawal of the proceeds of a sale of Reward Shares, or include the Reward Shares in a transfer of ETF

Shares to a Broker Dealer other than Acorns Securities until the earlier of (i) the day after you make a Deposit into your Acorns Early Invest Account of an amount greater than or equal to the current value of the Reward Shares; or (ii) the day after you have kept your Acorns Early Invest Account open for the entire retention, eligibility, and/or holding period, as applicable to the terms and conditions of the promotion.

If you never make a Deposit of an amount greater than or equal to the current value of the Reward Shares and do not keep your Acorns Early Invest Account open for the retention, eligibility, and/or holding period, you will not be able to use the Reward Shares for a Withdrawal or include the Reward Shares in any transfer of ETF Shares to a Broker Dealer other than Acorns Securities. You acknowledge that the Reward Shares, like any other ETF Shares, may decline in value.

### 10.3. Good Standing Required.

In addition to any terms set forth in any promotion, you acknowledge and agree that your Acorns Early Customer Account, all Product Type(s), and your Acorns User Account (if applicable) must remain open and in Good Standing at all times applicable to the promotion to be eligible for any reward, in Acorns Early's sole discretion. You further acknowledge and agree that Acorns Early may decline to grant, rescind, claw back, and/or otherwise reverse any financial incentives if you fail to maintain an account in Good Standing or otherwise meet the eligibility requirements set forth in the applicable promotion, or if you are suspected to have engaged in any fraudulent, illegal, or otherwise unauthorized activity with respect to either the Acorns Early Platform or the Acorns Platform, or that you have otherwise breached the terms of this Customer Agreement, the Acorns Program Agreement, any Supplement, or any other applicable terms and conditions.

## 11. Liability

### 11.1. General Limitation

Subject to applicable law, you agree that none of the Indemnified Persons, will be liable: (i) under this Customer Agreement or any Supplement, for any actions or omissions absent their gross negligence, willful misconduct, breach of any fiduciary duty under applicable law or violation of applicable law; (ii) for any indirect, incidental, special, consequential or punitive damages or any damages for lost profits or anticipated benefits; (iii) any decisions you make based upon information and/or content generated by AI Systems; (iv) any Third Party Services, unless such Indemnified Person is the direct provider of such Third Party Services; (v) damages (including losses, lost opportunities, and lost profits) relating to differences between projected or potential performance and actual results in your Acorns Early Invest Account(s); and/or (vi) for any force majeure or other events beyond the control of the Indemnified Persons, such as, without limitation, any electronic or mechanical equipment failure, unauthorized access, operator errors, governmental restrictions, exchange or market rulings, strikes, endemics and pandemics, acts of war or terrorism, severe weather, "acts of God," or other circumstances

outside the control of any of the Indemnified Persons, even if such cause was reasonably foreseeable.

Without limiting any other indemnity provision of this Customer Agreement or Supplements, you further agree to indemnify and hold harmless Acorns Early and the Indemnified Persons from any loss, damage, or liability arising out of any transaction in which Acorns Advisers acts as your investment advisor and/or any Acorns Partyacts directly or indirectly as your agent, absent any breach of any fiduciary duty under applicable law Acorns Early or the Indemnified Person(s), or willful or grossly negligent conduct by Acorns Early or the Indemnified Person(s).

NEITHER THIS SECTION NOR ANYTHING IN THIS CUSTOMER AGREEMENT OR ANY SUPPLEMENT LIMITS OR WAIVES:

(i) ANY RIGHTS YOU HAVE UNDER APPLICABLE FEDERAL AND STATE LAWS GOVERNING THE PROVISION OF INVESTMENT ADVISORY OR FIDUCIARY SERVICES TO YOU;

(ii) ANY OBLIGATION TO ACT IN YOUR BEST INTERESTS WHEN PROVIDING THESE SERVICES TO YOU; OR

(iii) PREVENT YOU FROM SEEKING RECOURSE IN CONNECTION WITH SUCH RIGHTS.

ACORNS EARLY ENCOURAGES YOU TO CONSULT WITH YOUR LEGAL COUNSEL CONCERNING THOSE RIGHTS BEFORE ENTERING INTO THIS PROGRAM AGREEMENT AND ANY TIME YOU HAVE QUESTIONS ABOUT SUCH RIGHTS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CUSTOMER AGREEMENT OR ANY OF ITS SUPPLEMENTS, ACORNS EARLY DOES NOT PROVIDE TAX, ACCOUNTING, OR LEGAL ADVICE, AND NOTHING IN THIS CUSTOMER AGREEMENT OR THE SUPPLEMENTS SHOULD BE CONSIDERED AS SUCH. YOU SHOULD CONSULT WITH A TAX, ACCOUNTING, LEGAL, AND/OR OTHER PROFESSIONAL FOR INDIVIDUALIZED ADVICE AND FOR ADVICE REGARDING YOUR RIGHTS UNDER THIS CUSTOMER AGREEMENT AND SUPPLEMENTS BEFORE ENTERING INTO THEM, AND ANY TIME YOU HAVE QUESTIONS ABOUT SUCH RIGHTS THEREAFTER.

#### 11.2. Access and Technology Problems

You acknowledge that access to any service under this Customer Agreement and related Supplements that is accessible through the internet may be limited or unavailable from time to time. You agree that none of the Indemnified Persons will be liable for any damages (including losses, lost opportunities, lost profits, and the cost of substitute services) relating to the use of, inability to use, disruptions or interruptions in, the lack of access to, and/or the operation of, or otherwise arising in connection with any services under this Customer and related Supplements accessible through the internet or cellular service. Without limiting the generality of the

preceding sentence, and subject to applicable law, none of the Indemnified Persons will be liable for the transmission of harmful data or code that may impact equipment, files, or data of you or anyone else or for the incompatibility of any equipment you own or use with technology used by Acorns Early. You agree that none of the Indemnified Persons make any warranty of any kind, express or implied, regarding the usability or functionality of the Acorns Early Website, and Application, the Acorns Website and Application, and/or, as applicable the Portfolio Advice Application, if applicable, or any other hardware, software, or technology used in connection with the Platform.

### 11.3. Website Content

Acorns Early may enhance, supplement, modify, or remove content on the Acorns Early Website and/or Application at any time for any reason without notice to you. Except as required by applicable law, Acorns Early has no duty to update the content on the Acorns Early Website and/or Application. You acknowledge that there may be inaccuracies or typographical errors in content on the Acorns Early Website and/or Application, the Acorns Website and/or Application, and/or websites linked to either of the Acorns Early or Acorns Websites or Applications from time to time, and you agree that Acorns Early and its affiliated entities specifically disclaims all liability for such inaccuracies or errors. You acknowledge and agree that the content and opinions on third-party websites linked to either of the Acorns Early Website or Application is not necessarily monitored, reviewed, investigated, verified, validated, or endorsed by Acorns Early. None of the Indemnified Person(s) is responsible for the accuracy or reliability of any information on the Acorns Early Website or Application to the greatest extent permitted by applicable law.

All content, products, and services on the Acorns Early Website and Application are provided “as is” without any warranty by any Indemnified Person of any kind, express or implied, including warranties of accuracy, fitness for a specific purpose, security, ownership, title, non-infringement, or merchantability.

### 11.4. Independent Contractors

None of the Indemnified Persons will be liable for the acts or omissions of their vendors or other contractors (including without limitation and as applicable, Acorns Early affiliated entities, the ACH Operator, the Banks of Record, the Clearing Broker, or any third party participating in a promotion or otherwise providing services in connection with your Acorns Early Customer Account).

## 12. Miscellaneous

### 12.1. Governing Law

This Customer Agreement including the Supplements will be construed under Delaware law, which will govern as if they were entered into and intended to be performed in the state of Delaware.

## 12.2. Communications

You agree that we may contact you from time to time in any manner allowable under applicable law, including by way of example and not limitation by mail, telephone, email, fax, recorded message, text message, or by using an automated dialer device, at any time including weekends and holidays, at any frequency. 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.

## 12.3. English Language

Any translation of this Customer Agreement, any terms and conditions, or other content in the Acorns Early Website or Application are provided for your convenience only. The meanings of terms, conditions and representations are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

## 12.4. Entire Agreement

You acknowledge and agree that this Customer Agreement and each Supplement as they may be amended from time to time in accordance with their terms, constitute the entire understanding between you and Acorns Early with respect to this Customer Agreement and the Supplements. You acknowledge and agree that this Customer Agreement and the Supplements supersede any previous agreements with Acorns Early.

## 12.5. Severability

If any provision of this Customer Agreement including any Supplement(s) is held unenforceable or invalid under any law, rule, or administrative or judicial order or decision, that holding will not alter the enforceability or validity of this Customer Agreement and applicable Supplement(s)' remaining provisions to the greatest extent allowable by law.

## 12.6. Survival

All provisions of this Customer Agreement and the Supplements which, by the nature of the rights and/or obligations thereunder, should survive termination of this Customer Agreement and/or any Supplements, shall so survive.

## 12.7. Interpretation

Headings in this Customer Agreement and Supplements are descriptive and for convenience only. The headings do not alter the scope of the rights and obligations created by this Customer Agreement or the Supplements, or the terms and conditions under either of them. Defined terms will have their assigned meanings wherever used in this Customer Agreement and any Supplement, regardless of whether the terms are defined in the Glossary of this Customer Agreement or used in the singular or the plural.



No provision in this Customer Agreement or any Supplement granting any right or authority to any Acorns Early affiliated entity or agent will be deemed to preclude or limit or lessen any other right or authority granted to Acorns Early, its affiliated entities, or its agents under this Customer Agreement or any Supplement unless the preclusion, limitation or lessening is stated expressly. No course of dealing between you and Acorns Early, nor any delay by Acorns Early in exercising any rights or remedies under this Customer Agreement or any Supplement, will be deemed to be a waiver of such rights or remedies. Any such right or remedy may be exercised as often as Acorns Early may determine in its sole discretion.

#### 12.8. Notice

You acknowledge that the usual way Acorns Early will provide you notice under this Customer Agreement and any Supplement, including notices of new versions when modified, is by posting such notices on the Acorns Early Website and/or the Application; provided that Acorns Early will also provide you with notice of material changes in accordance with applicable law. Accordingly, you agree to check the Acorns Early Website and the Application frequently for any modifications related hereto. If (i) required by applicable law; (ii) as set forth herein regarding material amendments, and/or (iii) if decided in its sole discretion, Acorns Early may provide you with notices by other means, including emails linking to the Acorns Early Website or Application, other emails, and traditional mail.

You understand and agree that your continued use of the Platform, including but not limited to not closing any of your Acorns Early Product Type(s), maintaining an Acorns Early Customer Account, and/or using any service provided in the Platform without objecting after the effective date of an amendment, indicates your acceptance of this Customer Agreement and any Supplement and amendments thereto, and that you will be legally bound to its terms and conditions. Nothing in this Customer Agreement or any Supplement will be deemed waived or amended without the prior express written consent of Acorns Early executed by a duly authorized representative thereof.

Subject to applicable law, you agree that, in any matter for which your consent or agreement is required or for which Acorns Early or any of its affiliated entities may seek your consent or agreement, you will be deemed to have given your consent or agreement if Acorns Early sends you prior notice of such matter and indicates that you will be deemed to consent or agree to the matter if you do not object in the manner and by the deadline stated in the notice and you do not so object by the deadline stated in the notice.

#### 12.9. Geographic Scope of Platform

You represent and warrant that you are a lawful resident of the United States or serving in the United States military living temporarily outside of the United States and that you have been lawfully issued by the government of the United States the social security number or tax identification number you provided when applying for an Acorns Early Customer Account and/or any Product Type(s) through the Acorns Early Website or in the Application. You acknowledge that the Platform is intended solely for natural persons who are citizens or other lawful residents

of the United States and who are located in the United States and that Acorns Early (by and through any of its affiliated entities) does not intend to offer the Platform, products and/or services outside the United States. You acknowledge that Acorns Early (by and through any of its affiliated entities) does not offer the Platform to non-resident aliens subject to tax withholding. Neither Acorns Early nor any of the Indemnified Persons represent or warrant that any aspect of the Platform, including information available from the Acorns Early Website or the Application and information provided through the Portfolio Advice Application, as applicable, complies with any law or regulation of any jurisdiction outside the United States.

#### 12.10. Authority

You represent and warrant that you have the full power and authority to enter into each of this Customer Agreement and Supplements. You certify that you are over eighteen (18) years of age or of legal age to enter into contracts in the state where you live, whichever is older. You agree that, when you sign below, this Customer Agreement and the Supplements will have been duly authorized and will be binding. You acknowledge that you are solely responsible for carefully reviewing and understanding all terms and conditions of this Customer Agreement and the Supplements.

#### 12.11. No Conflict

You represent and warrant that no term of this Customer Agreement or any Supplement you select conflicts with or violates any duty you have under any law, regulation, or agreement.

#### 12.12. Assignment

You acknowledge that you may not assign your rights or obligations under this Customer Agreement or any Supplement without the prior express written consent of Acorns Early. Except as otherwise provided in an applicable Supplement, Acorns Early and any of its affiliated entities may assign their respective rights or obligations, including without limitation the right to collect any debit balance or other obligations owing in your Acorns Early Product Type(s) or Customer Account without written notice to you to the greatest extent allowable under applicable law, and with written notice to you if required by applicable law.

### 13. Dispute Resolution

#### 13.1. Mandatory Arbitration

This Customer Agreement contains an arbitration clause. Mandatory, individual arbitration applies to this Customer Agreement and each Supplement and governs each contract, all transactions thereunder, any and all promotions or rewards offered by Acorns Early and any of its affiliated entities (including by example only and without limitation, the Acorns Early Referral Program) and/or any other interactions between the parties that relate to the relationship by and between you and Acorns Early, any of its affiliated entities (with the exception of Acorns Securities, LLC as specified in the Acorns Platform Program Agreement), and any of their employees, officers, directors, owners, members, agents, and/or contractors. In the event of a

conflict between this Customer Agreement and any applicable Acorns Platform Agreement as it relates to an affiliated entity of Acorns Early, the applicable Acorns Platform Agreement will control with regard to the Acorns Platform.

By affirmatively confirming your consent to this Customer Agreement, Acorns Early and you agree as follows:

- Except for individual complaints filed in small claims court consistent with the applicable jurisdictional limits or unless you opt-out as described below, the sole and exclusive forum and remedy for resolution of any claims will be final and binding arbitration pursuant to this Section.
- All parties to this Customer Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed or otherwise in this Dispute Resolution provision.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least twenty (20) days prior to the first scheduled hearing date.
- The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, will be incorporated into this Customer Agreement.

All controversies that may arise between you and Acorns Early, its affiliated entities, and/or any of their officers, directors, agents, contractors, employees, members, and/or owners concerning any account, order, or transaction, or the continuation, performance, interpretation, or breach of this Customer Agreement, any applicable Supplement, any other agreement between you and Acorns Early, all transactions thereunder, any and all terms and conditions published by Acorns Early, any promotions or rewards offered by Acorns Early (including by example only and without limitation, the Acorns Early Referral Program), and/or any other communications or interactions between the parties that relate to the relationship by and between you and Acorns Early, whether entered into or arising before, on, or after the date your Acorns Early Customer

Account is opened, will be determined by binding arbitration through the American Arbitration Association (“AAA”) under its rules and procedures and, where appropriate, the then-current Supplementary Procedures for Consumer Related Disputes, as modified by this mandatory arbitration provision. For more information, including instructions about how to file an arbitration demand with AAA, please visit <https://adr.org/consumer> or call 800-778-7879.

### 13.2. Mandatory Arbitration With Respect To Acorns Securities

All controversies that may arise between you and Acorns Securities concerning any subject matter, issue, or circumstance whatsoever (including controversies concerning any applicable Acorns Early Invest Account, Order, or Transaction, or the continuation, performance, interpretation, or breach of this Customer Agreement, any applicable Supplement, or any other agreement between you and Acorns Securities or between you and Acorns Advisers which involves services performed by Acorns Securities, whether entered into or arising before, on, or after the date this account is opened) will be determined by binding arbitration through FINRA to the extent applicable. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein. For more information, including instructions on how to file an arbitration demand with FINRA, please visit <https://www.finra.org/arbitration-mediation/learn-about-arbitration>. Any disputes between you and Acorns Securities that cannot be arbitrated before FINRA will be determined by binding arbitration through the American Arbitration Association (the “AAA”) under its rules and procedures and, where appropriate, the then-current Supplementary Procedures for Consumer Related Disputes, as modified by this mandatory arbitration provision. See Section 13.3 below for more information.

### 13.3. General Terms Applicable To All Mandatory Arbitrations

You and Acorns Early acknowledge that judgment on any arbitration award may be entered in any court of competent jurisdiction.

This Section survives the end of the relationship between you and Acorns Early, including without limitation cancellation or termination of this Customer Agreement, any applicable Supplement, and any opt-out by you of electronic communications.

*Location and costs of arbitration:* Unless you and Acorns Early (or any of its affiliated entities) agree to conduct arbitration by teleconference, videoconference, or otherwise, any arbitration hearing will take place in Irvine, California. The merits of the dispute shall be resolved in accordance with the laws of the State of Delaware, USA, without reference to its conflict of laws rules, choice of laws rules, or any other principles that would result in the application of a different body of law. Except for a dispute determined by the arbitrator to be frivolous or initiated in bad faith, Acorns Early will pay all filing fees and reimburse you for documented expenses up

to a total amount of \$2,000 and waives any rights it may have to recover an award of attorneys' fees and expenses against you.

*Claims against multiple entities:* If there is a final judicial determination that applicable law and/or regulatory rules preclude enforcement of this arbitration provision as to a particular claim for relief against a particular entity, then that claim (and only that claim) against that entity (and only that entity) must be severed from the arbitration provision and may be brought in court. Any other claims you have against any other entities that are not precluded from being arbitrated will remain subject to binding arbitration. For avoidance of doubt, this means that you agree to binding arbitration for all claims against all applicable entities to the maximum extent allowable under applicable law, even though you may have to proceed in different forums for the same or similar claims against different entities.

*No class actions:* NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS. UNLESS CONSENTED TO IN WRITING BY ALL PARTIES TO THE ARBITRATION, NO PARTY TO THE ARBITRATION MAY JOIN, CONSOLIDATE, OR OTHERWISE BRING CLAIMS FOR OR ON BEHALF OF TWO OR MORE INDIVIDUALS OR UNRELATED CORPORATE ENTITIES IN THE SAME ARBITRATION UNLESS THOSE PERSONS ARE PARTIES TO A SINGLE TRANSACTION. Unless consented to in writing by all parties to the arbitration, and except for public injunctive relief awarded under Delaware law, an award in arbitration will determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and will not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any claim of anyone other than a named party; or (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator will have the power or authority to waive, modify, or fail to enforce this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, will be invalid and unenforceable. Any challenge to the validity of this class waiver section will be determined exclusively by a court and not by the administrator or any arbitrator.

*Arbitration opt-out:* If you do not agree to arbitrate disputes as detailed herein, you may opt out of this arbitration provision for all purposes by sending an arbitration opt-out notice to [help@acornsearly.com](mailto:help@acornsearly.com), within thirty (30) days of (i) the date of your electronic acceptance of the terms of this Customer Agreement; or (ii) the date we notify you in writing regarding any material changes to this Section. The opt-out notice must clearly state that you are rejecting arbitration, identify this Customer Agreement, provide your name and address, and be signed by you. If the opt-out notice is sent on your behalf by a third party, such third party must include evidence of its authority to submit the opt-out notice on your behalf.

Electronic Signature

If you would like to participate in the Platform and have carefully reviewed this Customer Agreement, including THE DISPUTE RESOLUTION - MANDATORY ARBITRATION PROVISIONS IN SECTION 13 OF THIS CUSTOMER AGREEMENT, then click the "I Agree" button (or similar language).

BY CLICKING "I AGREE" (OR SUCH SIMILAR LANGUAGE), YOU AGREE TO ENTER INTO THIS CUSTOMER AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME, THE SUPPLEMENTS THAT APPLY AND ALL AMENDMENTS THERETO, AS DESCRIBED IN THIS CUSTOMER AGREEMENT, TO THE PRODUCTS AND SERVICES YOU HAVE CHOSEN OR IN THE FUTURE WILL CHOOSE AND AGREE TO BE BOUND BY THEIR TERMS AND CONDITIONS, AS MAY BE AMENDED FROM TIME TO TIME.

TO THE GREATEST EXTENT ALLOWABLE BY APPLICABLE LAW, YOUR ELECTRONIC SIGNATURE APPLIES TO ALL AMENDMENTS TO THIS CUSTOMER AGREEMENT AND/OR SUPPLEMENTS.

For Customer Support or additional information, please contact our team in one of the following ways:

Live Chat: Accessible from the Acorns Early Website and Application

Email: [help@acornsearly.com](mailto:help@acornsearly.com)

Web: [www.acornsearly.com](http://www.acornsearly.com)

Phone: Toll free at (855) 739-2859

Mail: GoHenry, Inc. d/b/a Acorns Early  
5300 California Avenue  
Irvine, CA 92617

Customer Support agents are available Monday through Friday, 9:00 am to 8:00 pm ET, and Saturday and Sunday, 9:00 am to 5:00 pm ET. Communications may be monitored or recorded to assure quality of service and as otherwise permitted and/or required by applicable law. Communications may be shared with the applicable Bank or Record and/or Acorns Early affiliated entities in accordance with our privacy policy and applicable law.

## Glossary of Terms

When the following capitalized terms are used in this Customer Agreement including any the Supplements, the following definitions apply:

ACH: the Automated Clearing House, a network for, among other things, direct payment by electronic funds transfer.

ACH Operator: a bank or other vendor that Acorns Early or any of its affiliated entities engage from time to time for you to use when you use the Automated Clearing House payment system to transfer money to or from your Funding Source, and/or any other electronic funds transfer operator performing the same substantially similar service.

Activation Date: The date funds are loaded to your Card Account for the first time.

Acorns Early: GoHenry, Inc. d/b/a Acorns Early.

Acorns Early Application (or “Application”): The mobile software application provided by Acorns Early through which a customer can access the Acorns Early Platform, their Acorns Early Customer Account, and associated services and accounts. The Application is designed to be downloaded and used on compatible mobile devices, including those operating on iOS and Android systems.

Acorns Early Card (or “Card”): the Acorns Early prepaid Mastercard(s) or the Visa debit card(s) associated with a Card Account by the applicable Bank of Record. The Card(s) is a youth card, issued by the applicable Bank of Record, and intended for use by people between the ages of 6 and 18 years of age only, with parental permission.

Acorns Early Customer Account: The account established by a customer upon agreeing to the Acorns Early Customer Agreement, which provides access to the Acorns Early Platform.

Acorns Early Customer Agreement (or “Customer Agreement”): This agreement, which governs the relationship between the customer and Acorns Early for the use of the Acorns Early Platform.

Acorns Early Invest Account: a discretionary taxable securities brokerage account through which an Acorns Early Customer can invest in shares of ETFs selected by Acorns Advisers for the benefit of a minor. The account is legally classified as either a Uniform Gift to Minors Act (“UGMA”) or Uniform Transfers to Minors Act (“UTMA”) account, as applicable to your state of residence and date of account opening.

Acorns Early Lite Plan: A subscription plan with a recurring fee of \$8.00 per month (unless subject to a promotional or custom fee) for the Acorns Early Platform with a specific set of features. The Acorns Early Lite Plan allows you (i) to sign up for the Acorns Early Card, with a Parent Account and up to a maximum of four (4) Child Accounts; and (ii) to access the Acorns

Early Platform, including without limitation: educational tools, allowance and chores features, parental controls, friends and family gifting access, and other services and products as provided on the Acorns Early Platform from time to time. It does not include access to Acorns Early Invest Account(s) or the Acorns Platform.

Acorns Early Platform (or “Platform”): The digital platform and collective associated services, including the Application and Website, provided by GoHenry Inc. d/b/a Acorns Early, through which users can access the Product Type(s), educational tools, allowance and chores features, parental controls, friends and family gifting access, and other services and products as provided on the Acorns Early Platform from time to time.

Acorns Early Referral Program: Any promotion through which financial or other incentives can be earned by you for referring friends and family to Acorns Early, and subject to the terms and conditions of the applicable promotion, including without limitation those that may be located at <https://www.acorns.com/early/referrer-terms/>.

Acorns Early Website (or “Website”): The website located at [acornsearly.com](http://acornsearly.com) and [gohenry.com/us](http://gohenry.com/us), including all of their subpages and successor pages, through which Acorns Early provides content, communications, and access to the Acorns Early Platform, their Acorns Early Customer Account, and associated services and accounts.

Acorns Gold Plan: A subscription plan with a recurring fee of \$12.00 per month (unless subject to a promotional or custom fee) that includes access to the Acorns Early Platform as well as additional features available on the Acorns Platform. The Acorns Gold Plan allows you (i) on the Acorns Early Platform, (a) to sign up for the Acorns Early Card, with a Parent Account and up to a maximum of four (4) Child Accounts; (b) to access to one or more Acorns Early Invest Account(s); and (c) to access the Acorns Early Platform, including without limitation: educational tools, allowance and chores features, parental controls, friends and family gifting access, and other services and products as provided on the Acorns Early Platform from time to time; and (iii) on the Acorns Platform, to access the Acorns Platform and sign up for all products, services, and offerings then available to Acorns Gold customers, subject to the terms and conditions set forth by the Acorns Platform.

Acorns Grow: Acorns Grow Incorporated.

Acorns Application: The mobile software application through which an individual can access the Acorns Platform, their Acorns User Account, and associated services and accounts. The Application is designed to be downloaded and used on compatible mobile devices, including those operating on iOS and Android systems.

Acorns User Account: An account with the Acorns Platform, which allows a customer access to the Acorns Platform, as applicable to a customer’s selected Subscription Plan with Acorns Grow Incorporated.



Acorns Party(ies): All entities under common ownership or control with Acorns Grow, Acorns Early's parent company, whether or not in existence as of the time of this Customer Agreement, including Acorns Advisers, Acorns Securities, Acorns Pay, LLC, GoHenry, Inc. d/b/a Acorns Early, and any other entity Acorns Grow shall designate as affiliated with Acorns Grow.

Acorns Platform: The digital platform and collective products, accounts, and services provided by Acorns Grow Incorporated and its affiliates now or in the future, separate from the Acorns Early Platform, available through the Acorns Website [www.acorns.com](http://www.acorns.com) and/or the Acorns Application, and subject to all terms and conditions of the Acorns Platform, including, but not limited to, those terms located at <https://www.acorns.com/program-agreement/> and <https://www.acorns.com/terms/>. In the event of a conflict between this Customer Agreement and any applicable Acorns Platform Agreement, the applicable Acorns Platform Agreement will control with regard to the Acorns Platform.

Acorns Platform Accounts: means any applicable combination of Acorns Managed Account(s) and Acorns Checking Account(s), as those terms are defined in the Acorns Platform Program Agreement.

Acorns Platform Agreement: Any agreement or terms and conditions governing the use of, or otherwise applicable to customers of, the Acorns Platform, including without limitation the Acorns Program Agreement and other terms located at [www.acorns.com/terms/](http://www.acorns.com/terms/).

Acorns Platform Features: Products, account types, services, and/or content available through the Acorns Platform.

Acorns Website: means the website located at [acorns.com](http://acorns.com), including all of its subpages and successor pages, through which Acorns content, communications, and access to the Acorns Platform is provided.

Advisory Fee: The portion of the Subscription Fee payable and/or allocated to Acorns Advisers for the Advisory Services provided to an applicable Acorns Early Customer, as billed in arrears. The maximum Advisory Fee shall be \$0.10 per month.

Advisory Services The investment advisory services through registered investment adviser Acorns Adviser's robo-advisor's wrap-fee program. Acorns Advisers has prepared a Form ADV Brochure that contains detailed descriptions of its advisory services, fees and expenses, and important information that you should consider before opening any Acorns Early Invest Account. Not all of Acorns Advisers' offerings or services are available directly through the Acorns Early Platform. Some are accessible only through the separate Acorns Platform. Read the Brochure [here](#) and the Form CRS [here](#).

AI Systems: The artificial intelligence and automated systems used by Acorns Early to provide or enhance services or Product Type(s), including but not limited to fraud detection, spending insights, customer support, and/or personalized financial education content.

Bank of Record: either nbkc bank or Community Federal Savings Bank, as applicable to your Card Account.

Business Days: Monday through Friday, excluding federal holidays and any day where banks in the United States are closed for business.

Brochure: Acorns Advisers' Form ADV Brochure, found [here](#).

Cash: The money credited to your Acorns Early Invest Account(s), which includes money you send to Acorns Securities from your Funding Source to buy securities and money you receive such as from the sale of securities, or dividends or interest paid by ETFs.

Card Account: The bank account a Parent opens and maintains with the applicable Bank of Record, inclusive of the Parent Account and any Child Account(s) opened in connection with such Card Account.

Card Supplement: The supplement to the Customer Agreement that sets forth the terms and conditions governing the use of the Card Account and Card, as applicable to the type of Card Account each Acorns Early Customer has. Card Supplement C applies only to Visa Cardholders, via Bank Partner nbkc Bank, and Card Supplement D applies only to Mastercard Cardholders, via CFSB Bank. Each Acorns Early Customer has only one Card Supplement applicable to their Acorns Early Card Account.

Child Account: A sub-account of the Card Account, established by the Parent for a designated Child to use the Card under the Parent's supervision.

Child Cardholder: The child for which a Child Account is opened by the Parent and who is authorized by the Parent to use a Card linked to a Child Account, for whom the Parent has legal guardianship.

Child(ren): A person under the age of 18, of whom you are the legal parent or guardian, who you authorize to use the Acorns Early Platform, and about whom you authorize Acorns Early, its affiliated entities, and/or the Banks of Record to collect personal information.

Clearing Broker: means any Broker Dealer that Acorns Securities engages to provide execution, clearance, or settlement services for securities transactions or to hold securities in Acorns Securities name. If Acorns Securities engages more than one Clearing Broker, Clearing Broker means the applicable Broker Dealer that provides the services referenced in the context in which the term is used.

Co-Parent: An individual, 18 years of age or older, who the Parent has designated as, and has agreed to act as, an authorized user of the Card Account in accordance with the terms applicable thereto.

Covered Brokerage Services means the following services provided by Acorns Securities in connection with your Acorns Invest Account and/or Acorns Early Invest Account(s), pursuant to the Brokerage Supplement or Custom Portfolio Account Supplement, as applicable: (i) the routing of Orders to the Clearing Broker; (ii) the execution, clearance, and settlement of purchases and sales by the Clearing Broker pursuant to the Clearing Agreement; (iii) omnibus custody of ETF Shares and Stock held by the Clearing Broker in Acorns Securities' name pursuant to the Clearing Agreement; and (iv) the carrying and maintenance of your Acorns Invest Account and/or Acorns Early Invest Account(s) by Acorns Securities, which includes accounting, recordkeeping, and reporting for activity in your Acorns Invest Account, as applicable. Covered Brokerage Services does not include preparation or delivery of paper statements or confirmations, if any, that you request.

Custodial Assets: the total investments in an Acorns Early Invest Account, at any given point in time.

Customer Information: Any and all personal and/or financial information provided by you to Acorns Early, its affiliates, and/or the Bank of Record in connection with your Acorns Early Customer Account and Card Account, including without limitation, information about your identity, email address, physical address, location, nationality, citizenship, tax residency, financial situation, investment objectives and/or Funding Source(s), that you supply Acorns Early, its affiliated entities, and/or the Bank of Record through any means.

Customer Support: (1) Live Chat (accessible from the Acorns Early Website and Application); (2) Email at [help@acornsearly.com](mailto:help@acornsearly.com); (3) Phone at (855) 739-2859; or (4) Mail at GoHenry, Inc. d/b/a Acorns Early, 5300 California Avenue, Irvine, CA 92617.

Deposit: With respect to Acorns Early Invest Account(s), a transfer of money from your Funding Source (or other allowable source in Acorns Securities' sole discretion, such as through Reward Shares) to Acorns Securities and the credited amount applicable to Acorns Early Invest Account. With respect to an Acorns Early Card Account, deposit means any transfer of money into that account.

Dividend: A distribution of a company's earnings to its shareholders. When Acorns Securities receives Dividends from issuers, it reinvests those dividends on behalf of applicable Acorns Early users into the ETF that distributed the dividend in proportion to each user's ownership interest in the underlying ETF. Acorns Securities supports Dividend payments on fractional share positions of \$0.01 and above and rounds those payments down to the nearest cent.

Electronic Funds Transfer: an ACH or other electronic funds transfer of similar type.

**ETF Shares:** The exchange-traded fund securities bought and sold on your behalf through Acorns Securities and the Clearing Broker, and that Acorns Securities holds in your Acorns Early Invest Account on your behalf.

**Fee Collecting Entity:** Acorns Early and/or any affiliated entity designated by Acorns Early, which collects your Subscription Fee pursuant to this Customer Agreement.

**Fee Date:** The date each month on which the Subscription Fee is withdrawn from your Funding Source. The Fee Date will be the monthly anniversary of the Activation Date of your Card Account, except that Card Accounts activated on the 30th or 31st of any month will be first billed on the 1st of the following month.

**FDIC:** The Federal Deposit Insurance Corporation. For details, please refer to the brochure published by the FDIC or visit the FDIC website at [www.fdic.gov](http://www.fdic.gov).

**Funding Source:** The external bank account or other payment method you link to your Acorns Early Customer Account to pay the Subscription Fee and to add funds to your Product Type(s), as applicable. You may change your Funding Source in the Application.

**Good Standing:** an account with a verified linked Funding Source for which no Subscription Fees or other amounts are owed to Acorns Early and, as applicable, there is at least a zero balance; all required account opening documentation has been completed; and there is no lock, suspension, or other restriction in Acorns Early's sole discretion.

**Indemnified Persons:** GoHenry, Inc. d/b/a Acorns Early, Acorns Grow, Inc., the Banks of Record, and each of their parent companies, subsidiaries, affiliates, officers, directors, employees, members, owners, representatives, contractors, successors, assigns, and/or agents.

**Investor Profile Questionnaire:** Questions created and asked by Acorns Advisers and answered by you, including regarding your Customer Information.

**Order:** An order that Acorns Advisers, in its capacity as investment adviser, places to buy or sell ETFs on your behalf through Acorns Securities and includes an order to buy or sell ETF Shares for a purchase or sale in your Acorns Early Invest Account(s).

**Parent:** The primary individual who opens the Card Account and/or Acorns Early Customer Account and is qualified to authorize the issuance of a Card or Child Account.

**Parent Account:** The bank account a Parent opens and maintains with the applicable Bank of Record, exclusive of any Child Account(s) opened in connection with such Card Account.

**Portfolio (or "Acorns Early Invest Portfolio"):** Acorns Advisers' Aggressive Portfolio, which is the only portfolio selection available for Acorns Early Invest Accounts.

Portfolio Advice Application: The computer software-based online application used by Acorns Advisers to recommend a Portfolio for you.

Privacy Notice: means collectively the Privacy Policy of Acorns Early available on the Acorns Early Website and/or through the Application, as amended from time to time (<https://www.acorns.com/early/privacy-notice/>); and (ii) any Privacy Policy of an applicable Bank of Record that is otherwise made available to you in the context of your Parent Account.

Product Type(s): The product types available through the Acorns Early Platform, which presently includes the Acorns Early Card and Acorns Early Invest. Product Type names as designated herein are descriptive only and may change from time to time in Acorns Early's sole discretion, with or without notice, provided that no change is made to the offerings available thereunder. You agree that such change shall not constitute a material change to this Customer Agreement.

Program Agreement (or "Acorns Platform Program Agreement"): The Acorns Platform Program Agreement that governs the use of the Acorns Platform and its associated products and services, which can be found at [www.acorns.com/program-agreement/](http://www.acorns.com/program-agreement/).

Program: The investment advisory services related to Acorns Early Invest.

Program Charge: The fee for access to all non-advisory account services, as applicable to the type of Subscription Plan you select. If no Advisory Charge applies to your Acorns Early Account for any given time period, the entire Subscription Fee will be allocated to the Program Charge.

Rebalancing: The combination of purchases and/or sales ordered by Acorns Advisers on your behalf to keep the proportions of ETFs in your Acorns Early Invest Account(s) within specified ranges of the corresponding proportions of ETFs in your Selected Portfolio.

Reinvestment: The combination of purchases using Cash from dividends paid by ETFs.

Reward Shares means ETF Shares purchased in an Acorns Early Invest Account(s) as part of a promotion and not funded by a Deposit.

Selected Portfolio: The Portfolio that you select to approximate in your Acorns Early Invest Account(s).

Service Provider: has the meaning set forth in Section 5 of the Customer Agreement.

Subscription Fee: The recurring monthly fee paid for a selected Subscription Plan on the Acorns Early Platform, which shall continue to be charged on a monthly basis unless and until cancelled by you.

Subscription Plan: The subscription type selected by an Acorns Early Customer and corresponding services and Product Type(s) included in such subscription type, including the Acorns Early Lite Plan or Acorns Gold Plan. Subscription Plan names as designated herein are

descriptive only and may change from time to time in Acorns Early's sole discretion, with or without notice, provided that no change is made to your Subscription Fee or services offered to you.

Supplement: Collectively, any or all of the Supplements included in the Acorns Early Customer Agreement that apply to the Product Type(s) you have chosen.

Tax Form: A statement that Acorns Early, any of its affiliates, and/or any Bank of Record is required to provide you in a form specified by the Internal Revenue Service for tax purposes.

Transaction: Debits, Withdrawals, and/or Credits in an applicable account.

Withdrawal: With respect to your Acorns Early Card Account, withdrawal means any transfer of money out of that account. With respect to your Acorns Early Invest Account(s), withdrawal means a transfer to your Funding Source of Cash disbursed from an Acorns Early Invest Account pursuant to a Withdrawal request.

Website: The Acorns Early Website, [acorns.com/early](https://acorns.com/early).

## **ACORNS EARLY INVEST SUPPLEMENT (SUPPLEMENT A)**

This Acorns Early Invest Supplement (“Supplement”) is part of the Customer Agreement. Unless otherwise defined in this Supplement, defined terms have the same meaning as in the Customer Agreement and Glossary. In the event any provision in this Supplement conflicts or is inconsistent with any provision of the Customer Agreement, the provisions of this Supplement will control for matters or services related to this Supplement. When and if you open any Acorns Early Invest Account, this Supplement will apply to you at such time.

NOTHING IN THIS SUPPLEMENT LIMITS OR WAIVES:

(I) ANY RIGHTS YOU HAVE UNDER APPLICABLE FEDERAL AND STATE LAWS GOVERNING THE PROVISION OF INVESTMENT ADVISORY OR FIDUCIARY SERVICES TO YOU;

(II) OUR OBLIGATION TO ACT IN YOUR BEST INTERESTS WHEN PROVIDING THESE SERVICES TO YOU; OR

(III) PREVENTS YOU FROM SEEKING RECOURSE FROM THE ACORNS PARTIES IN THAT CONNECTION.

WE ENCOURAGE YOU TO CONSULT WITH YOUR LEGAL COUNSEL CONCERNING THOSE RIGHTS BEFORE ENTERING INTO THIS CUSTOMER AGREEMENT AND SUPPLEMENT AND ANY TIME YOU HAVE QUESTIONS ABOUT SUCH RIGHTS.

The terms and conditions of the Customer Agreement, including THE DISPUTE RESOLUTION - MANDATORY ARBITRATION PROVISIONS IN SECTION 13, are incorporated into this Supplement.

### **A1. Investment Advice**

#### **A1.1. Acorns Early Invest Portfolio**

Acorns Advisers will develop the Acorns Early Invest Portfolio (or “Portfolio”). You acknowledge that your Acorns Early Invest Portfolio offers an Aggressive Portfolio only and that there are no other Portfolio selections available at this time. You agree that Acorns Advisers may, in its sole discretion, modify from time to time (i) the number of Portfolios that it deems appropriate to address the investment objectives, time horizons, and risk tolerances associated with categories of customers; and (ii) the selection of the ETFs that comprise the Portfolio(s) and the relative weightings of the ETFs within each of the Portfolio(s). Acorns Advisers may enhance or update the Portfolio from time to time, and will use the Application to provide you with information about the composition and investment objectives of the Portfolio(s). You agree that:

- The Portfolio(s) are subject to the investment risks described in this Supplement;

- Any projected returns associated with any Portfolio(s) may not materialize;
- Any hypothetical back-tested returns associated with any Portfolio are based on assumptions and do not reflect actual results of any Acorns Early Invest Account(s); and
- There may be no more than one Selected Portfolio for any Acorns Early Invest Account at any given time.

#### A1.2. Ongoing Advice to Help Your Holdings Track Selected Portfolio

You authorize Acorns Advisers to conduct Rebalancing from time to time in your Acorns Early Invest Account(s). A proprietary algorithm in the Application will calculate the purchases and sales for each Rebalancing based on automated analysis of your Acorns Early Invest Account(s) holdings relative to your Selected Portfolio. Acorns Advisers will design the Orders for Rebalancing to cause the holdings in your Acorns Early Invest Account(s) to generally approximate your Selected Portfolio more closely after settlement of the purchases and sales that compose the Rebalancing than before settlement of such purchases and sales. You agree that Acorns Advisers may modify at any time the manner in which, or the frequency with which, Acorns Advisers calculates, generates, and places with Acorns Securities the Orders for Rebalancing. You acknowledge that changes, particularly volatile changes, in the market price of the ETFs in your Selected Portfolio relative to each other may prevent Rebalancings from successfully making your Acorns Early Invest Account(s) holdings more closely approximate your Selected Portfolio.

You authorize Acorns Advisers to conduct Reinvestments on your behalf after each receipt in your Acorns Early Invest Account(s) of a Dividend and/or capital gain distribution on ETF Shares you own through the Program. Acorns Advisers will generally design the Orders for Reinvestments to approximate your Selected Portfolio. Notwithstanding anything to the contrary in any Supplement or elsewhere, you agree that Acorns Advisers is under no duty to conduct, and makes no guarantee that it will conduct, any Rebalancing or Reinvestment at any particular time or a purchase or sale for Rebalancing of any ETF Shares in any particular amount.

#### A1.3. Scope and Delivery of Our Investment Advice

You acknowledge and agree that Acorns Advisers will not provide investment advice other than the investment advice described in this Supplement and will not provide you Advisory Services separate from the Program available through the Acorns Early Platform. You understand that you may receive separate Advisory Services through the separate Acorns Platform and subject to the terms and conditions thereof. You agree that Acorns Advisers will provide you investment advice and deliver the Advisory Services solely electronically. You acknowledge that Acorns Advisers will not provide you investment advice in person, over the phone, or other than via information available on the Application and Acorns Early Website and communications through the Portfolio Advice Application. You acknowledge and agree that you will not be entitled or able to transact in or hold securities in your Acorns Early Invest Account(s) other than the ETF Shares selected by Acorns Advisers to comprise the Portfolio(s) for the Program, and that Acorns Advisers is the only Acorns Party that will provide investment advisory services to you in the Program.



## A2. Fees

### A2.1. Subscription Fee.

You agree to pay the Subscription Fee in accordance with the Customer Agreement, Supplements, and Schedule 1. You acknowledge that the Subscription Fee may change from time to time upon written notice as otherwise required by applicable law.

### A2.2. Advisory Fee.

For all Acorns Early Invest Accounts with a positive balance, a portion of your Subscription Fee (\$0.10) will be charged as an Advisory Fee (\$0.10). The Advisory Fee will either be collected by the Fee Collecting Entity and allocated to Acorns Advisers as the Advisory Fee, or Acorns Advisers may collect any applicable Advisory Fee directly, in its sole discretion. If, on the Advisory Fee Date, you have no open Acorns Invest Accounts with a positive balance, no Advisory Fee will be charged and instead the entire Subscription Fee will be allocated to the Program Charge (unless you have an open and funded Managed Acorns Account, as defined in the Acorns Platform Program Agreement, and subject to the terms thereof).

Acorns Advisers will not charge you any fee for the Advisory Services other than the Advisory Fee, which is included in your Subscription Fee as set forth above, provided that the applicable Acorns Party or any of its agents may charge a fee if a Deposit or the payment of any Subscription Fee fails due to insufficient funds in your Funding Source. Acorns Securities will not charge you any fee in connection with the Program other than the Advisory Fee unless you request services beyond the Covered Brokerage Services. Notwithstanding anything to the contrary in this Customer Agreement, you agree that, if you request the preparation and delivery of paper documents that are normally provided in electronic form or that are not required to be provided in paper form, you agree you may be charged additional fees.

### A2.3. Other Fees

You agree to pay the fees other than the Subscription Fee, if any, that you owe pursuant to Schedule 1 or any other terms of this Customer agreement. You acknowledge that such fees may change from time to time upon written notice if material and in all cases disclosed on the Acorns Website and in the Brochure.

### A2.4. Fees in Negligible Portfolio Situations

Acorns Advisers reserves the right to waive the Advisory Fee in its sole discretion. If you have only one Acorns Early Invest Account with an account value on your Fee Date of less than \$1, Acorns Early and/or Acorns Advisers reserves the right to close the applicable Acorns Early Invest Account and to collect the remaining balance in partial payment of any fees owed to any Acorns Party to the greatest extent permitted by applicable law.

### A2.5. Incompatibility of Fee Structure with Infrequent Small Investments

You acknowledge that Acorns Early Invest was designed with frequent investing and/or using the full suite of products in services available in both the Acorns Early and Acorns Platforms in mind, and that the fee structure might not be economical or appropriate for individuals looking to make few or infrequent small-dollar investments. You acknowledge that the Subscription Fee may exceed the aggregate costs of separately purchasing the individual services that comprise the Advisory Services, Covered Brokerage Services, and, if applicable, products and services available through the Acorns Early and Acorns Platforms.

#### A2.6. ETF Expenses

You acknowledge that the ETFs that Acorns Advisers recommends and that comprise the Portfolio(s) charge their own fees and/or expenses. The deduction of the fees and expenses of the ETFs from the ETFs' average net assets, as well as the ETFs' brokerage fees and other costs and charges, are reflected in the price of the ETF Shares and are not separately deducted from your Acorns Early Invest Account(s). The fees and expenses charged by the ETFs are separate and distinct from our Subscription Fee. You acknowledge that you have access to information about the fees charged and costs incurred by the ETFs in the prospectuses delivered on Acorns Advisers' behalf by its service provider via email and the Acorns Platform Website disclosures.

#### A2.7. Authorization of Fee Deduction

**PREAUTHORIZATION OF MONTHLY ELECTRONIC FUNDS TRANSFER FROM YOUR FUNDING SOURCE:** By clicking "I agree" to enter into this Customer Agreement, you authorize Acorns Early and/or any of its affiliates, by and through any of their agents, for the entire period in which you are subject to a Subscription Fee, to process a recurring Electronic Funds Transfer debit from your Funding Source in the amount specified in this Section, for each Fee Date occurring from the date you open your Acorns Early Customer Account through the date you close your Acorns Early Customer Account and all Product Type(s) then open. The Fee Date will be the monthly anniversary of the Activation Date of your Card Account, except that Card Accounts activated on the 30th or 31st of any month will be first billed on the 1st of the following month.

Any Electronic Funds Transfer debit that you preauthorize in the preceding sentence will result in an Electronic Funds Transfer from your Card Account or Funding Source, as applicable, to Acorns Early or its affiliated entities, by and through any of their agents, to pay any applicable Subscription Fee (inclusive of the Program Charge and/or Advisory Fee, as applicable). Acorns Early, its affiliated entities, or any of their agents may charge a fee if your Electronic Funds Transfer debit fails due to insufficient funds in your Card Account or Funding Source, as applicable. Acorns Early reserves the right to cease offering you services under this Customer Agreement if your Funding Source fails for any reason or if Acorns Early is otherwise unable to collect your Subscription Fee.

If Acorns Grow (and Acorns Advisers, as to any applicable Advisory Fee), is unable to collect your Subscription Fee via Electronic Funds Transfer debit as set forth above, for any reason, you further authorize Acorns Advisers to instruct Acorns Securities to sell, as necessary,

securities in one or more of your Acorns Early Invest Account(s), as applicable, and to transfer money out of one or more of your Acorns Early Invest Account(s), as applicable, to pay the applicable Acorns Party, the Subscription Fee, Advisory Fee and other fees due under the Supplements, if any. The securities sales you authorize as set forth herein include, without limitation, sales to pay (i) any Subscription Fee if your Funding Source is closed or disconnected from your Acorns Early Invest Account(s), or its transactions restricted; (ii) any Subscription Fee if the preauthorized recurring monthly Electronic Funds Transfer debit you authorized above is rejected in any month due to non-sufficient funds; and (iii) any fees other than the Subscription Fee that may apply to any of your Acorns Early Invest Account(s) under this Program Agreement, including those set forth in Schedule 1. The Acorns Parties reserve the right to cease offering you services under this Supplement if your Funding Sources fails for any reason or if Acorns Early and/or any of its affiliates are otherwise unable to collect your Subscription Fee.

### A3. Program Design

You acknowledge and agree that:

- the Program is designed for investments in ETFs allocated so that the resulting holdings tend to approximate the Portfolio(s) over time;
- Acorns Advisers designed the selection and relative weighting of the ETFs in the Portfolio(s) to pursue specific investment objectives, including diversification and long term growth; and
- removing any ETF from the Portfolio(s) will change the weightings of ETFs in the resulting altered portfolio in a way that materially deviates from Acorns Advisers' investment advice and may adversely impact performance.

Notwithstanding the foregoing, you may request to impose certain limited management restrictions on the account, which are implemented at the discretion of Acorns Advisers, by excluding from your Selected Portfolio an ETF that would otherwise compose your Portfolio if, after carefully reviewing and analyzing all pertinent information available on the Acorns Website or through the Application about your Portfolio, including the impact the removal of an ETF could have on how the modified portfolio aligns with your investment goals and risk tolerance, you conclude that you do not want to own any one of the ETFs in the Selected Portfolio. You may request to exclude from or re-include in your Selected Portfolio an ETF by emailing [help@acornsearly.com](mailto:help@acornsearly.com). You acknowledge and agree that, due to the relatively small number of ETFs in the Portfolio(s), (i) it would not be reasonable for you to request the exclusion of more than one ETF from any Selected Portfolio(s), and you therefore agree that you do not have the ability to request exclusion of more than one ETF from your Selected Portfolio at any time; (ii) the exclusion of an ETF will alter the composition and risk level of a portfolio; and **(iii) the exclusion of an ETF will prevent you from accessing your Acorns Early Invest Account via the Application due to the deviation from a programmed Portfolio.** If you exclude an ETF from your Selected Portfolio, the remaining ETFs in your Selected Portfolio will be allocated relative to each other in the same proportions that they are allocated relative to each other in the Model Portfolio on which your Selected Portfolio is based. You acknowledge that excluding an

ETF from your Selected Portfolio may adversely impact its performance. By excluding an ETF, you acknowledge and agree, without limiting any other provision of this Program Agreement or this Investment Advisory Agreement Supplement, that:

- you will assume the risk that your Selected Portfolio may perform worse for you over any period than the Portfolio, any other Portfolio(s) on which your Selected Portfolio is based, or any other investment;
- your Selected Portfolio may not be suitable with respect to you and/or your Beneficiary's investment objectives, risk tolerance, age, or financial condition or other facts or circumstances that apply; and
- No Acorns Party is liable for any losses or other damages resulting from your exclusion of any ETF from your Selected Portfolio.

While the Program is designed so that trading in your Acorns Early Invest Account(s) over time causes the holdings to approximate your applicable Selected Portfolio, you agree that there is no guarantee, representation, warranty, or covenant that the holdings in any Acorns Early Invest Account(s) will match the allocations of the applicable Selected Portfolio. You acknowledge that various factors (including the timing and frequency of Deposits and Withdrawals, market volatility and disruptions, the timing and frequency of your choice of or changes to your Selected Portfolio, any exclusion of an ETF from your Selected Portfolio, access interruptions, and hardware or software failures) can impact the extent to which holdings in your Acorns Early Invest Account(s) will approximate the applicable your Selected Portfolio at any particular point in time.

#### A3.1. Investment Risks

You acknowledge and agree that:

- The services provided under this Supplement, including any Portfolio, are highly reliant on the accuracy of information you provide to Acorns Early. If you provide inaccurate information or fail to update your information so that it is accurate, including without limitation in your Investor Profile Questionnaire and Customer Information, it could materially impact the quality and applicability of advice you receive through the Program. You agree to update all such information you provide to Acorns Early when events occur that would make any information provided inaccurate.
- There are many other components of information that are not currently considered by Acorns Advisers in making recommendations. If you believe that there is additional information relating to your investment objectives and financial circumstances that should be considered to inform investment advice the Program provides, this may not be the appropriate Program for you.
- The ETF Shares in your Acorns Early Invest Account(s) may increase or decrease in value.
- Money invested in your Acorns Early Invest Account(s) is subject to market risk and the loss of up to the amount invested.

- Past performance, including model back-tested performance of any Portfolio, any Selected Portfolio, the Portfolio(s), or any other portfolios used in the future, does not guarantee future results.
- Investment performance of any kind can never be guaranteed. No Acorns Party represents or warrants the present or future level of risk or volatility in, or the future performance of, the Portfolio, your Selected Portfolio, or your Acorns Early Invest Account(s).
- Performance of the Portfolio, your Selected Portfolio, or your Acorns Early Invest Account(s) may differ materially from investment gains and avoidance of investment losses projected, described, or otherwise referenced in forward-looking statements.
- All Acorns Early Invest Accounts participate in the Aggressive Portfolio.
- By participating in the Program, you may lose opportunities to make other investments and to realize gains from such other investments.
- Data provided by any Acorns Party or third-party service provider may not be free from error or inaccuracies.
- Investments in Acorns Early Invest Account(s) are not guaranteed by the FDIC, any bank, or any government.

#### A3.2. Limited Trading Authority to Modify and Track Acorns Early Invest Account(s)

Generally, you will direct and are responsible for the direction of your investments through the Program by (i) carefully reviewing the information about investing and the Portfolio(s) available on the Acorns Website and through the Application; (ii) carefully considering the recommendations that Acorns Advisers generates for you through the Portfolio Advisory Application of the Portfolio; (iii) choosing your Selected Portfolio; and (iv) deciding whether to exclude an ETF from your Selected Portfolio. Moreover, it is your responsibility to conduct and monitor the inflows and outflows to and from your Acorns Early Invest Account(s) by using the Application to initiate Deposits and/or Withdrawals. However, Acorns Advisers and/or Acorns Securities will have discretion over assets in your Acorns Early Invest Account(s) to the limited extent that the applicable Acorns Party has the authority under the Program:

- to determine and modify from time to time which ETFs compose each of the Portfolio(s), including your Selected Portfolio;
- to determine when, how often, and in what amounts to conduct Rebalancing in your Acorns Early Invest Account(s);
- to determine the timing of purchases in relation to Deposits; and
- to determine the timing of sales and Withdrawals in relation to requests for Withdrawals; and
- to take all such other action authorized herein and in the Customer Agreement.

#### A4. Acorns Early Invest Beneficiary Information And Age Of Transfer

You acknowledge and agree that, with respect to each Acorns Early Invest Account, the law of the applicable custodian's state of residence will govern the determination of the minimum and maximum age with respect to the age of transfer and that the age of transfer varies by state.

Acorns Early and/or Acorns Advisers may limit the ages of transfer you may select for your state in their discretion and in accordance with applicable law. You agree and acknowledge that you are responsible under the UGMA/UTMA for determining the proper age of transfer and that Acorns Early and/or Acorns Advisers are not responsible for doing so. Once the age of transfer is selected, it cannot be modified. Questions about transfer age must be directed to a legal or tax advisor.

#### A5. Standard of Care

Subject to the terms and conditions of this Program Agreement and this Investment Advisory Agreement Supplement, Acorns Advisers will exercise the level of care in providing the Advisory Services that is customary and reasonable in the industry for investment advisers providing investment advice solely through internet-accessed computer applications.

Acorns Advisers owes its investment advisory customersss fiduciary duties that require, among other things, that Acorns Advisers act in the best interests of its customers. Services provided to you by any Acorns Party, including Acorns Early, that are not investment advisory services do not create an investment advisory relationship between you and the applicable Acorns Party, in which case no Acorns Party has a corresponding fiduciary duty with respect to such services.

#### A6. Responsibility for Voting of Proxies

You expressly acknowledge and agree that voting proxies for securities in your Acorns Early Invest Account(s) is your responsibility and that no Acorns Party will have any obligation to vote, and will not vote, any such proxies. You further acknowledge that you have provided Acorns Early and Acorns Advisers with your current email address and will update the address promptly should any changes occur.

#### A7. Acorns Early Invest Account Management

You acknowledge that Acorns Advisers will not provide investment advice to the beneficiary of an Acorns Early Invest Account. You acknowledge and agree, as provided under the applicable laws governing UGMA/UTMA, that (i) all investments into an Acorns Early Invest Account ("Custodial Assets") immediately and irrevocably become property of the beneficiary; (ii) the beneficiary will have complete control over the Custodial Assets when he or she reaches the default age of transfer determined by the beneficiary's state of residence or on reaching the age of transfer as elected by you, although such elected age must be at least eighteen (18) years old; (iii) you have sole responsibility to manage the Custodial Assets for the beneficiary until custodianship termination; (iv) Custodial Assets must be used for the use and benefit of the beneficiary; (v) Acorns Early and/or Acorns Advisers may restrict your access to the Acorns Early Invest Account and register Custodial Assets in the beneficiary's name on the age of transfer; and (vi) you will provide Acorns Early and/or Acorns Advisers on request and to the extent possible, with the beneficiary's telephone number, email address, mailing address, and any other information that may assist them in contacting the beneficiary.

## A8. Your Instructions

### A8.1. Deposits and Related Purchases

You agree that you will invest in the Program by using the Application to initiate Deposits or recurring transfers by using your Funding Source. You agree and acknowledge that nothing in any Supplement gives you any right to fund any Deposit or transfer of money for investment in the Program in any manner other than an Automated Clearing House transfer from your Funding Source to Acorns Securities in accordance with the Supplements. Acorns Early and/or Acorns Advisers reserve the right to accept investments funded from other sources or through other means on a case-by-case basis and subject to the fees in this Customer Agreement with the prior express written approval of a duly authorized officer of any Acorns Party.

### A8.2. Deposits

You may, subject to this Customer Agreement, invest in the Program by initiating a Deposit in any amount of \$5 or more through the Application at any time. You agree that, by initiating a Deposit in the Application, you authorize the ACH Operator to request that the financial institution that maintains your Funding Source transfer the amount of the Deposit from your Funding Source to Acorns Securities for investment in accordance with the terms of this Customer Agreement. You agree that, by initiating a Deposit, you authorize Acorns Advisers to place Orders with Acorns Securities on your behalf for purchases of the ETFs that comprise your Selected Portfolio in amounts calculated by the Portfolio Advice Application such that the resulting holdings in your Acorns Early Invest Account(s) after settlement of such purchases will approximate your Selected Portfolio. Acorns Advisers will undertake good faith efforts and generally expects to generate and place the Orders for such purchases on the Business Day after Acorns Securities credits each applicable Deposit to your Acorns Early Invest Account(s), but you acknowledge and agree that such Orders may be placed any time within five (5) Business Days after the day Acorns Securities credits the applicable Deposit to your Acorns Early Invest Account(s).

### A8.3. Withdrawals and Related Sales

You may, subject to this Customer Agreement, withdraw money from your investments in the Program by initiating a Withdrawal request through the Application at any time. You acknowledge and agree that Withdrawal of Custodial Assets must be used for the beneficiary. You further acknowledge and agree that, notwithstanding anything in the Supplements to the contrary, you will not be able to request Withdrawals, or to request sales relating to fund Withdrawals, unless and until you connect your Funding Source to your Acorns Early Invest Account(s) using the Application in accordance with this Customer Agreement. You agree that, by requesting a Withdrawal, you authorize Acorns Advisers to place an order with Acorns Securities on your behalf for sales of ETF Shares in your Acorns Early Invest Account(s) in amounts calculated by the Portfolio Advice Application such that the resulting holdings in your applicable Acorns Early Invest Account(s) after settlement of such sales will approximate your Selected Portfolio. Acorns Advisers will undertake good-faith efforts to generate and place the

Orders for such sales on the Business Day after you request a Withdrawal, but you acknowledge and agree that such Orders may be placed any time within five (5) Business Days after you request a Withdrawal, unless Acorns Early and/or Acorns Advisers require additional time to verify the request is authorized, not fraudulent, and/or otherwise legitimate in their sole discretion. Acorns Advisers will send any Withdrawal request you initiate through the Application to the ACH Operator. You agree that, by requesting a Withdrawal, you authorize the ACH Operator to request that Acorns Securities transfer the proceeds of the applicable sales in the amount you request (or less if the money remaining in your applicable Acorns Early Invest Account(s) after deducted any Subscription Fee or other fee due is less to your Funding Source). You acknowledge and agree that Acorns Securities will not initiate a transfer of money for a Withdrawal until the Business Day after the last applicable sale to settle for such Withdrawal has settled and that it may take up to five (5) Business Days after Acorns Securities initiates a transfer of money for the proceeds of a Withdrawal to arrive in your Funding Source.

#### A8.4. Reward Share Purchases

Subject to Sections in the Customer Agreement applicable to Reward Share(s), you agree that your choice of a Selected Portfolio, as modified by you in accordance with this Customer Agreement from time to time, will serve as standing instructions for Acorns Advisers to place Orders with Acorns Securities on your behalf for purchases of Reward Shares or other promotional rewards that the applicable Acorns Party agrees in writing to give you in connection with the Program, if any, in amounts that are (i) consistent with the value of Reward Shares or promotional rewards the applicable Acorns Party agrees to pay under the terms of the applicable terms of the gift of Reward Shares in the Program or other applicable promotion; and (ii) calculated by the Portfolio Advice Application such that the resulting holdings in your Acorns Invest Account after settlement of such purchases will approximate your Selected Portfolio.

#### A8.5. Funding Source Connection

You acknowledge and agree that you must use the Application to connect your Acorns Early Invest Account(s) to your Funding Source for full access to the Acorns Early Platform Product Type(s) and services, including to participate in the Program. You are required to connect your Acorns Early Invest Account(s) to your Funding Source by entering into the Application true, accurate, current, and complete information about your Funding Source, including the American Bankers Association routing number and account number for your Funding Source. You acknowledge that the information you enter into the Application about your Funding Source is Customer Information subject to the representations, warranties, and indemnification provisions of this Customer Agreement. You acknowledge that your Acorns Early Invest Account(s) will not be connected to your Funding Source unless and until you receive a confirmation through the Application indicating that you have successfully connected your Invest Account and Funding Source. You agree that, unless and until you successfully connect your Acorns Early Invest Account(s) and Funding Source, you will have no right under the Supplements to make related Withdrawals or related sales. You further agree that, if your Funding Source is closed, restricted, and/or lacks sufficient funds after you connect it to your Invest Account, you will have no right under the Supplements to make Deposits or Withdrawals unless and until (i) your Funding



Source is reopened, unrestricted, and/or sufficiently funded; or (ii) you successfully connect a different, verified Funding Source to your Acorns Early Invest Account(s). You acknowledge and agree that Acorns Advisers may in its sole discretion close your Acorns Early Invest Account(s) if your Funding Source fails to be reopened or you fail to connect successfully to a different Funding Source such that Acorns Advisers is unable to collect any fees due.

#### A9. Termination of Subscription and Acorns Early Invest Account(s)

You or Acorns Early may close any or all of your Acorns Early Invest Account(s) and terminate your Subscription, this Customer Agreement, and any Supplement at any time for any reason. You may close any or all of your Acorns Early Invest Account(s) and terminate this Customer Agreement by completing all steps of the account closure process within the Application or on the Acorns Early Website. When your Acorns Early Invest Account(s) are closed for any reason, whether by you or by Acorns Early (or any of its affiliated entities), the following shall apply:

- Acorns Advisers will initiate a sale, instructing Acorns Securities to sell all ETF Shares in your Acorns Early Invest Account(s), and to send the proceeds, less any portion of the Subscription Fee and other fees due, to your Funding Source.
- The Fee Collecting Entity, by and through Acorns Advisers and/or Acorns Securities, may, before closing any Acorns Early Invest Account(s), deduct any unpaid Subscription Fees owed for the month during which Acorns Early received your closure instruction, and any other fees owed for specially requested services or irregular occurrences, including as set forth in Schedule 1.

You agree that if you elect to terminate your Acorns Early Invest Account(s) each of your Product Type(s) must first be closed and liquidated pursuant to this Customer Agreement and terms of the applicable Supplements, before your Subscription is terminated. **Acorns Early and/or its affiliated entities (as later set forth herein) will continue to collect your Subscription fee unless and until all Product Type(s) are closed and liquidated, including those which you may have opened through the separate Acorns Platform, and your Subscription Fee is terminated.**

##### A9.1. Trusted Contact

You will be asked whether you want to add a Trusted Contact to your Acorns Early Invest Account(s). A Trusted Contact is someone who is 18 years or older, who you authorize Acorns Securities and/or its agents to contact in Acorns Securities' sole discretion to disclose information about your Acorns Early Invest Account(s) to address possible financial exploitation; to confirm the specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney; or as otherwise permitted by applicable law. By adding a Trusted Contact to one or more of your Acorns Early Invest Account(s), you expressly consent and authorize Acorns Securities and/or its Agents to contact the named Trusted Contact for such purposes. You are not required to have a Trusted Contact to open or to maintain any Acorns Early Invest Account(s).

##### A9.2. Brokerage and Custody

Although Acorns Advisers may transmit your requests for Withdrawals to the ACH Operator and/or Acorns Securities, Acorns Advisers has no authority to initiate any Withdrawal or otherwise to transfer any securities or money out of your Acorns Early Invest Account(s) other than for Subscription Fee or other fee deduction or to bring an applicable Acorns Account to a zero balance from a negative balance state as otherwise set forth in the Customer Agreement and Supplements.

By entering into the Supplements and participating in the Program, you authorize and instruct Acorns Advisers to use Acorns Securities to maintain your Acorns Early Invest Account(s) and to handle Orders. You acknowledge and agree that Acorns Advisers and/or Acorns Securities may combine Orders for purchases or sales of ETF Shares in your Acorns Early Invest Account(s) with Orders for purchases or sales of Stock in other Acorns Early and/or Acorns customer accounts in the Program and/or the Acorns Platform Program into larger Orders for aggregate transactions for each applicable Stock or ETF in the Portfolio. You agree that Acorns Securities will route Orders to the Clearing Broker for execution, clearance, and settlement.

#### A9.3. Brochure Receipt

You acknowledge receipt of the Brochure, which is also available on the Acorns Platform's Website and the SEC Investment Adviser Public Disclosure page on [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

#### A9.4. Assignment

Acorns Advisers and Acorns Securities will not assign this Supplement without your consent; provided, however, that (i) any transaction that does not involve an actual change in management or control of Acorns Advisers and/or Acorns Securities will not be deemed an assignment; and (ii) you will be deemed to have consented to any assignment if you do not object to such assignment within sixty (60) calendar days of being notified through the Acorns Website, the Application, or by email of any intent of Acorns Advisers and/or Acorns Securities to assign this Supplement and/or any rights or obligations set forth herein.

## **BROKERAGE SUPPLEMENT (SUPPLEMENT B)**

This Brokerage Supplement ("Supplement") is part of this Customer Agreement. Unless otherwise defined in this Supplement, defined terms have the same meaning as in this Customer Agreement and Glossary. In the event any provision in this Supplement conflicts or is inconsistent with any provision of this Customer Agreement, the provisions of this Supplement will control for matters or services related to this Supplement. When and if you open any Acorns Early Invest Account, this Supplement will apply to you at such time.

NOTHING IN THIS SUPPLEMENT LIMITS OR WAIVES:

(I) ANY RIGHTS YOU HAVE UNDER APPLICABLE FEDERAL AND STATE LAWS GOVERNING THE PROVISION OF INVESTMENT ADVISORY OR FIDUCIARY SERVICES TO YOU;

(II) OUR OBLIGATION TO ACT IN YOUR BEST INTERESTS WHEN PROVIDING THESE SERVICES TO YOU; OR

(III) PREVENTS YOU FROM SEEKING RECOURSE FROM THE ACORNS PARTIES IN THAT CONNECTION.

WE ENCOURAGE YOU TO CONSULT WITH YOUR LEGAL COUNSEL CONCERNING THOSE RIGHTS BEFORE ENTERING INTO THIS CUSTOMER AGREEMENT AND SUPPLEMENT AND ANY TIME YOU HAVE QUESTIONS ABOUT SUCH RIGHTS.

The terms and conditions of the Customer Agreement, including THE DISPUTE RESOLUTION - MANDATORY ARBITRATION PROVISIONS IN SECTION 13, are incorporated into this Supplement.

### **B1. Agency, Custody, and Trading**

You appoint Acorns Securities as your agent to carry your Acorns Early Invest Account(s) and carry out your instructions, including instructions for purchases and sales. You assume all investment risk with respect to your Acorns Early Invest Account(s). All transactions in your Acorns Early Invest Account(s) will be executed only on your order or the order of Acorns Advisers and/or Acorns Securities, acting as your authorized representative pursuant to the Acorns Early Invest Supplement and the Customer Agreement, except as provided by this Brokerage Supplement or otherwise agreed to by you. You authorize Acorns Securities, as your agent, to establish relationships with the Clearing Broker, and to appoint and use other sub-agents. You authorize Acorns Securities and its sub-agents to take reasonable steps in connection with the carrying of your Acorns Early Invest Account(s) and its rights and obligations under this Brokerage Supplement, including opening, closing, and carrying the Acorns Early Invest Account(s) in your name; making and retaining customer, account, and transaction records; holding securities in registered or book entry form; placing, transmitting,

and withdrawing orders for transactions, including the Orders authorized by you in the Acorns Early Invest Supplement and this Customer Agreement and placed by Acorns Advisers and/or Acorns Securities on your behalf; affecting purchases, sales and other transactions, including transactions in securities or bank accounts maintained in any Acorns Securities' name for the benefit of the applicable Acorns Parties' customers and reconciling such transactions with transactions in your Acorns Early Invest Account(s); and holding securities and money attributable to your Acorns Early Invest Account(s) in securities or bank accounts maintained in Acorns Securities' name for the benefit of any applicable Acorns Parties' customers and thus commingling such securities and money with that of other customers in the Program. You agree that Acorns Securities may, in its sole discretion and without prior notice to you, refuse or restrict orders placed by you or by Acorns Advisers and/or Acorns Securities on your behalf.

You authorize Acorns Securities to accept from Acorns Advisers and route to the Clearing Broker for execution aggregated Orders assembled by Acorns Advisers that combine purchases and sales of ETF Shares in your Acorns Early Invest Account(s) with purchases and sales of the same Stock and/or ETFs for the accounts of other customers in the Program or Acorns Advisers' other programs offered through the Acorns Platform.

You agree that the Clearing Broker will execute, clear, and settle transactions for Acorns Securities in your Acorns Early Invest Account(s) and that Acorns Securities does not act as the Clearing Broker's Agent. You agree that, unless Acorns Securities receives a written notice from you to the contrary, the Clearing Broker may accept from Acorns Securities any instructions relating to your Acorns Early Invest Account(s), without inquiry or investigation, including Orders placed by Acorns Advisers on your behalf for purchases or sales. You acknowledge and agree that Acorns Securities will not route Orders to markets for execution other than through the Clearing Broker or obtain clearance and settlement services for your transactions related to your Acorns Early Invest Account(s) other than from the Clearing Broker.

## B2. Association with Broker-Dealer

You certify that you are not employed by or associated with a Broker Dealer or other employer whose consent is required to open and maintain your Acorns Early Invest Account(s) unless you have provided the consent to us. If you are employed by or associated with such an entity, please email [help@acornsearly.com](mailto:help@acornsearly.com) to provide consent and pertinent information. You agree that, if you are employed by or associated with such an entity, Acorns Securities will provide to the entity duplicate electronic statements and/or trade confirmations for your applicable Acorns Early Invest Account(s), if requested by the entity, according to the requirements of the entity.

## B3. Acorns Early Invest Account(s) Activity Limitations

### B3.1. Limitations on Transaction Types

You acknowledge that your Acorns Early Invest Account(s) is a special type of brokerage account because it is to be used only in connection with the Program. You further acknowledge that many types of typical brokerage products, services, and transactions are not available in your Acorns Early Invest Account(s). The types of products, services, and transactions that will,

subject to the terms and conditions of the Supplements, generally not be available in your Acorns Early Invest Account(s) and that you have no right to request of or obtain from Acorns Securities include without limitation (i) purchases or sales of ETF Shares in combinations or amounts other than those associated with your Selected Portfolio; (ii) transactions in individual stocks, corporate bonds, municipal or other government securities, mutual fund shares, private fund interests, limited partnership interests, or any securities other than the ETFs included in your Selected Portfolio in amounts resulting from Orders placed on your behalf by Acorns Advisers in efforts to approximate your Selected Portfolio; (iii) margin lending or trading; (iv) short sales; (v) stock loans or other securities lending; (vi) repos, reverse repos, hypothecation, or rehypothecation; (vii) transactions in currency or foreign exchange; (viii) forwards, swaps, security-based swaps, security futures, warrants, options, structured products, or other derivatives; and (ix) third-party transfers of money or securities between your Acorns Early Invest Account(s) and individuals or entities other than you, other than transfers in relation to Earn Rewards and/or other applicable promotions offered by any of the Acorns Parties.

#### B3.2. No Investment Advice or Recommendation by Acorns Securities

You acknowledge that Acorns Advisers provides and is solely responsible for all investment advice and investment advisory services given in connection with the Program, including the identification of your Portfolio. You agree that, notwithstanding anything to the contrary in any Supplement, neither Acorns Securities nor any other Acorns Party provides or is responsible for any such advice or services in connection with the Program and does not provide investment advice or recommend securities or transactions in connection with the Program.

#### B3.3. No Investment Advisory Advertising or Marketing by Acorns Securities

You acknowledge that Acorns Advisers produces and is solely responsible for, and that no other Acorns Party produces or is responsible for, all investment advisory materials marketing or promoting the investment advisory Program, including content on the Acorns Early Website.

#### B3.4. No Voting of Proxies

Acorns Securities agrees that it has no right under the Program to vote, and will not vote, any proxies for any securities in your Acorns Early Invest Account(s).

#### B3.5. Aggregated Trade Orders

Acorns Securities places aggregate trade orders to buy and sell securities on the behalf of all Acorns Early Customers and customers of the Acorns Platform during normal trading hours. These trading windows may be limited during adverse market conditions or during shortened trading sessions in Acorns Securities' sole discretion. Trades placed in an aggregate order over 10,000 shares per security will be submitted as "not held" and trade orders up to 10,000 shares per security will be submitted as "held." Held orders require the Clearing Broker to execute the trade order immediately at the market price, with no discretion to choose a better price or timing. Not held orders give the executing Clearing Broker time and price discretion to secure the best

price available. Acorns Early Customers understand and agree that there is no guarantee trade orders will be executed during any particular trading window.

#### B4. Statements and Confirmations

You agree that you are responsible for reviewing all statements and confirmations for your Acorns Early Account(s). Statements and confirmations will be considered accurate unless you notify Acorns Securities or Acorns Early Customer Support in writing no later than ten (10) Business Days after receipt of the applicable statement or confirmation that the information is inaccurate. Direct any inquiries concerning the balance and positions in your Acorns Early Invest Account(s) to [help@acornsearly.com](mailto:help@acornsearly.com).

#### B5. In-Kind Withdrawals

You acknowledge and agree that in-kind withdrawals are not available through the Program from Acorns Early Invest Accounts. Withdrawals may only be made in cash, and ETF Shares held in Acorns Early Invest Accounts will be liquidated in connection with cash withdrawals. Should in-kind withdrawals be allowed at a later point, you acknowledge and agree that Acorns Securities will charge an additional fee, separate from the Subscription Fee or any other fee charged in connection with your Acorns Early Invest Account(s), for any in-kind withdrawals of securities from your Acorns Early Invest Account(s), including any in-kind withdrawals that are part of an account transfer of assets from your Acorns Early Invest Account(s).

#### B6. Indebtedness

To the greatest extent permitted by applicable law, the securities and/or other property Acorns Securities holds for you will be subject to a lien, a continuing and perfected security interest, and a right of set-off for the discharge of any and all indebtedness or any other obligation you may have to any Acorns Party and are to be held by Acorns Securities as security for the payment of any liability or indebtedness in your Acorns Early Invest Account(s) to any Acorns Party or any of their present or future affiliates. In connection with enforcing Acorns Securities' lien, perfected security interest or right of set-off, Acorns Securities may, at any time and without giving you prior notice, use, transfer, or liquidate any or all of your securities and/or other property in your Acorns Early Invest Account(s) to satisfy a debt or any other obligation you may have to any Acorns Party or any of their affiliates. As part of Acorns Securities' right of enforcement under this Brokerage Supplement, Acorns Securities will have the sole discretion to determine which securities are to be liquidated without regard to any tax or other consequences you may face as a result of such liquidation. If you breach any Supplement, Acorns Securities maintains all of the rights and remedies provided in this Brokerage Supplement. You agree to indemnify and hold the Acorns Parties and the Indemnified Persons harmless from and against any losses or expenses incurred in connection with Acorns Securities' remedies under this Section of this Brokerage Supplement, including reasonable costs of collection. Acorns Securities will, without limiting its other rights under this Section of this Brokerage Supplement, have the right to offset amounts you owe to any Acorns Party or any of their affiliates against any amounts any Acorns Party or any of their affiliates owes you. You will remain liable for the deficiency. You will pay the reasonable costs and expenses of any debit balance and any unpaid deficiency in your Acorns

Early Invest Account(s), including attorney fees incurred by any Acorns Party, or any of their affiliates.

#### B7. Authority of Acorns Securities

You authorize Acorns Securities to execute any Portfolio Orders that Acorns Advisers places on your behalf and to act and rely on other instructions that Acorns Advisers transmits or provides on your behalf.

#### B8. Fees

##### B8.1. Purchases, Sales, and Custody

Acorns Securities agrees that you will not be obligated to pay any fee for the Covered Brokerage Services other than the Advisory Fee. You acknowledge that Acorns Advisers may share a portion of the Advisory Fee with Acorns Securities pursuant to an agreement between Acorns Advisers and Acorns Securities. You acknowledge that Acorns Securities may use its portion of the Advisory Fee to compensate the Clearing Broker for execution, clearance, and settlement services for purchase and sales in your Acorns Early Account(s).

##### B8.2. Additional Fees for Irregular Services

Acorns Securities may charge fees specified in Schedule 1 of this Customer Agreement for preparation and delivery of paper confirmations or statements, rejected payments, and, if approved by the Acorns Parties in their sole discretion in accordance with the Customer Agreement, wire transfers. Acorns Securities reserves the right to waive or reduce, in its sole discretion, any fees for such additional services described in this Section. Acorns Securities reserves the right to charge fees for non-customary services that are not expressly referenced in this Customer Agreement, and that Acorns Securities agrees in its sole discretion to perform on a case-by-case basis.

##### B8.3. Fee Deduction

As set forth in the Acorns Early Invest Supplement and Customer Agreement, you authorize Acorns Securities to initiate sales to liquidate securities in your Acorns Early Account(s), in an amount sufficient to pay any fees you owe under any provision of the Customer Agreement or any Supplement. You further authorize Acorns Securities to initiate sales to liquidate securities in your Acorns Early Invest Account(s) to bring an applicable Acorns Early Account and/or Card Account to a zero balance from a negative balance state as provided for in the Customer Agreement and Supplements, and in accordance with applicable law, and to authorize Acorns Securities to share all or part of any applicable Advisory Fee in accordance with the applicable agreement between Acorns Advisers and Acorns Securities.

#### B9. Customer Support

You acknowledge that you may obtain information, ask questions, and receive support regarding your Acorns Early Invest Account(s) and its transactions and holdings by contacting Acorns

EArlly Customer Support or its agents at [help@acornsearly.com](mailto:help@acornsearly.com) or, during the hours of 9:00 am to 8:00 pm ET, Monday through Friday, and 9:00 am to 5:00 pm ET, Saturday and Sunday, by calling (855) 739-2859. These hours may be changed in Acorns Securities' sole discretion with or without notice to you.

#### B10. Identity Verification

Important Information About Procedures for Opening a New Account: To help the government fight the funding of terrorism and money-laundering activities, federal law requires all financial institutions, including Broker Dealers such as Acorns Securities, to obtain, verify, and record information that identifies each person who opens an account. You agree that when you open an account, you will provide the information requested, which may include name, social security number, address, date of birth, and any other information or documentation that will allow us to identify you (e.g., without limitation, a driver's license).

#### B11. Securities Investor Protection Corporation

Acorns Securities is a member of the Securities Investor Protection Corporation ("SIPC"). SIPC protects customer accounts against the loss of securities in the event of the member's insolvency and liquidation by replacing missing securities and cash up to a maximum of \$500,000 per customer, including \$250,000 for claims for cash. SIPC does not protect you against losses from changes in the market values of your investments. For more information on SIPC coverage, please contact SIPC at [www.sipc.org](http://www.sipc.org) or (202) 371-8300.

#### B12. Electronic Funds Transfers

##### B12.1. Your Liability for Unauthorized Transfers

You acknowledge that you could lose the entire value of your Acorns Early Invest Account(s) through any unauthorized change of your Funding Source and/or unauthorized electronic funds transfer, including an unauthorized Withdrawal. If you notify Acorns Early within two (2) Business Days after you learn of an unauthorized electronic funds transfer, you can lose the lesser of \$50 or the amount of the unauthorized transfer. If you notify Acorns Early between three (3) and sixty (60) Business Days after you learn of an unauthorized electronic funds transfer, you may lose the lesser of (i) \$500 or (ii) the sum of \$50 or the amount of the unauthorized transfers that occur within the two (2) Business Days plus the amount of the unauthorized transfers that occur after the two (2) Business Days and before you notify Acorns Early, provided that Acorns Early can establish that these unauthorized transfers would not have occurred had you notified Acorns Early within the two (2) Business Days. If you do not notify Acorns Early within sixty (60) Business Days after the applicable Acorns Party sends you the applicable statement, you may not get back any money you lost after the sixty (60) Business Days. Acorns Early reserves the right to credit more than the amounts set forth herein in their sole discretion.

##### B12.2. Phone Number and Address for Unauthorized Transfer Notification



If you believe that an unauthorized transfer has occurred in your account, please call Acorns Early Customer Support immediately at (855) 739-2859, email [help@acornsearly.com](mailto:help@acornsearly.com), or write to Acorns Securities at 5300 California Avenue, Irvine CA 92617. You understand and agree that no Acorns Party will be deemed to have received any unauthorized transfer notification from you until actually received by Acorns Securities.

#### B12.3. Types of Transfers; Limitations

You agree that the types of electronic funds transfer generally available in your Acorns Early Invest Account are Deposits and Withdrawals. You acknowledge that Deposits to and Withdrawals from each Acorns Early Invest Account are limited to \$20,000 per day unless Acorns Securities determines in its sole discretion to make an exception. You acknowledge and agree that Acorns Securities has the right under the Customer Agreement to delay, limit, restrict, or refuse, among other things, any deposits or withdrawals in a pattern of deposits and withdrawals if Acorns Securities believes in good faith that the pattern gives Acorns Securities reason to suspect suspicious activity.

#### B12.4. Electronic Funds Transfer Documentation

You acknowledge that, pursuant to Section of this Brokerage Supplement and subject to the applicable terms in the Customer Agreement, you will receive an email with a link to the monthly statement, which will show all activity in your Acorns Early Invest Account(s), including any electronic funds transfer. Statements may not be sent where no activity occurs within a given monthly period. You agree that you are responsible for monitoring the activity in your Acorns Early Invest Account(s), and reporting any unauthorized activity to the Acorns Parties within the timeframe and as set forth in this Supplement. This responsibility includes without limitation ensuring that you have provided to the Acorns Parties your current email address and that you check your junk or spam folder regularly.

#### B12.5. Stop Payment

You agree that, with respect to regular pre-authorized Withdrawals, you can stop such Withdrawals by calling Acorns Securities at the Customer Support number contained in this Supplement at least three (3) Business Days before the Withdrawal is scheduled to be made and providing the required information. You agree that your failure to provide correct and complete information may make it impossible for Acorns Securities and/or the ACH Operator to stop payment of the preauthorized Withdrawal. You agree to indemnify and hold harmless Acorns Securities and any Indemnified Person(s) from and against any loss incurred as a result of its paying a pre-authorized Withdrawal if any information relied on in the stop payment order is incorrect and/or incomplete and/or as a result of not paying a pre-authorized Withdrawal for which a valid stop payment order is in effect. Notwithstanding the foregoing, you understand that you do not waive any rights under the Investment Advisers Act of 1940, as amended, or any other federal or state securities laws. In the event of conflict between this Section and any applicable law, the law shall control.

#### B12.6. Error Resolution

You agree to report errors regarding electronic transfers promptly to Acorns Securities at (855) 739-2859 or by emailing Acorns Securities at [help@acornsearly.com](mailto:help@acornsearly.com).

Acorns Securities reserves the right to request additional information and/or require that you send Acorns or Acorns Securities your complaint or question in writing within ten (10) Business Days after notification to Acorns Securities, 5300 California Avenue, Irvine CA 92617.

Acorns Securities may take up to forty-five (45) days to investigate and respond to your complaint or question, or in accordance with applicable law, whichever is longer. You agree that it is within the discretion of Acorns Securities whether it will credit your account for the amount in question during its investigation. If Acorns Securities requests that you put your complaint or question in writing and does not receive it within ten (10) Business Days, Acorns Securities may not credit your account or take any other action. Acorns Securities may take additional time beyond the forty-five (45) days to investigate and respond to your complaint or question in the event of any delay by you or any other person or entity.

You acknowledge that for errors involving new accounts or point-of-sale or foreign-initiated transactions, Acorns Securities may take up to ninety (90) days to investigate your complaint or question. Acorns Securities may take additional time beyond the ninety (90) days to investigate and respond to your complaint or question in the event of any delay by you or any other person or entity.

Acorns Securities will communicate the results of any investigation within three (3) Business Days after completion.

#### B12.7. Reinvestment Of Withdrawals

Where Acorns Advisers and/or Acorns Securities suspect, in their sole discretion, any unusual, unauthorized, and/or fraudulent investment activity with respect to a withdrawal from any Acorns Early Invest Account(s), you agree that Acorns Advisers and/or Acorns Securities may liquidate the funds as requested and place a hold on the funds for up to 75 days. You further agree that Acorns Advisers and/or Acorns Securities may request by email and/or telephone additional information to verify the withdrawal request was authorized, and that you will provide the information or documentation requested. If you fail to respond to the inquiry, you agree that such withdrawals may be reinvested to the applicable Acorns Early Invest Account(s) by Acorns Advisers and/or Acorns Securities or any of their agents, and that such funds will remain reinvested unless and until the information and/or documentation requested is provided by you.

#### B12.8. Abandoned Accounts

For accounts it deems abandoned, Acorns Securities has the right to report, escheat, and deliver to the state of your address of record, or to any other appropriate state, any property in your Acorns Early Invest Account(s) in accordance with applicable state law.

#### B12.9. Privacy

You acknowledge that you have received a copy of the Privacy Policy. You consent to Acorns Securities and/or its agents, representatives or associated persons recording your telephone calls and your electronic communications with Acorns Securities' representatives and associated persons without further notice.

#### B12.10. Duty

Acorns Securities acts in a brokerage capacity in relation to the Program and your Acorns Early Invest Account(s) and does not enter into a fiduciary relationship with you. A brokerage relationship is not held to the same legal standard as an investment advisory relationship. Acorns Securities will (i) deal with you fairly; (ii) process, record, and report transactions in your Acorns Early Invest Account(s) with diligence and competence; and (iii) safeguard your non-public personal information associated with your Acorns Early Invest Account(s).

### Schedule 1

#### Additional Fees

##### Fees for Specially Requested Services and Irregular Occurrences

The applicable Acorns Party may charge the following fees, in addition to the applicable Subscription Fee for specially requested services or irregular occurrences:

##### Funds Transfers

Automated Clearing House (ACH) Deposit or Free Withdrawal

Returned ACH, or Check\* Deposit \$30/occurrence

Domestic Wire Transfer\* \$40/occurrence

\* Deposits and Withdrawals in the Program are regularly done by Electronic Funds Transfer. Checks and wire transfers are not regularly accepted in the Program but may be accepted by the applicable Acorns Party on a case-by-case basis.

##### Asset Transfers

Account Transfer — Incoming† Free

Asset Transfer — Outgoing \$35 per ETF/stock

† Deposits in the Program are regularly done by Electronic Funds Transfer. Incoming Account Transfers are not regularly accepted in the Program, but “liquidate and transfer” Account Transfers may be accepted by the applicable Acorns Party on a case-by-case basis.

**Account Maintenance**

**Electronic Statements      Free**

**Electronic Confirmations      Free**

**Paper Mailed Statements      \$10/month**

**Paper                      Mailed**  
**Confirmations              \$15/month**

**CARD SUPPLEMENT**

**Acorns Early US Visa Debit Cardholder Terms and Conditions  
(SUPPLEMENT C - FOR VISA DEBT CARDHOLDERS ONLY)**

**IMPORTANT - PLEASE READ CAREFULLY AND KEEP A COPY OF THIS AGREEMENT FOR YOUR FUTURE REFERENCE.**

This Acorns Early US Visa Debit Cardholder Terms and Conditions, including all attached and referenced disclosures, schedules, exhibits and/or addendums (collectively, the “**Card Supplement**”) sets forth the terms and conditions that govern your use of the Card Account and Card. By activating, accepting or using the Card or any of the services offered under this Card Supplement, you agree to be bound by and comply with the terms and conditions contained in this Card Supplement. All references to the “**Acorns Early Customer Agreement**” shall include the terms of all Supplements thereunder, including without limitation this Card Supplement. **You will be required to agree separately to the Bank’s required agreements (the “Bank Agreements”) applicable to your account prior to opening any Card Account.**

YOU CONSENT TO RECEIVE ALL DOCUMENTS, INFORMATION, AND OTHER COMMUNICATIONS FROM ACORNS EARLY ELECTRONICALLY THROUGH THE WEBSITE OR APPLICATION, OR TO THE EMAIL PROVIDED, OR OTHERWISE OVER THE INTERNET. BY CLICKING THE BUTTON TO INDICATE “I AGREE” TO ENTER INTO THIS CARD SUPPLEMENT, AND BY YOUR CONTINUED USE OF YOUR CARD ACCOUNT AFTER THE EFFECTIVE DATE OF ANY AMENDMENT(S) PUBLISHED THERETO, YOU AGREE YOU ARE SIGNING AND ACCEPTING THIS CARD SUPPLEMENT, AS MAY BE AMENDED FROM TIME TO TIME, AND GRANT YOUR INFORMED CONSENT TO RECEIVE ELECTRONICALLY ALL DOCUMENTS RELATED TO THIS CARD SUPPLEMENT. CLICKING THAT YOU AGREE HAS THE SAME LEGAL EFFECT AS SIGNING A PAPER VERSION OF THIS CARD SUPPLEMENT.

**Definitions Specific to Card Supplement. In the event of conflict between the definition of these terms at the Customer Agreement Glossary, these definitions contained in this Supplement shall control.**

**“We,” “us” and “our”** mean GoHenry, Inc. d/b/a Acorns Early, the Bank, and each of their successors, affiliates, or assignees.

**“Card Account”** means the bank account(s) a Parent opens and maintains with the Bank, inclusive of the Parent Account and any Child Account(s) opened in connection with such Card Account, and any Card(s) issued related to such accounts.

**“Parent Account”** means the account a Parent opens and maintains with the Bank, exclusive of any Child Accounts opened in connection with such Card Account.

**“Parent”** means the primary person who opens the Card Account, and who is qualified to authorize issuance of Card or Child Account under this Card Supplement.

**“Co-Parent”** means the person you have designated as, and has agreed to act as, an authorized user of your Card Account in accordance with the terms and conditions of this Card Supplement.

**“Child Account”** means a sub-account of the Card Account, established by the Parent and utilized for a designated Child to use the Card under the Parent's supervision.

**“Child Cardholder”** is a child for which the Parent have legal guardianship or otherwise qualifies as a child of the Parent and for which a Child Account is opened by the Parent.

**“Card”** means the Visa debit card(s) associated with the Card Account. The Card(s) 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 Card is issued by the Bank.

**“Bank” or “Issuer”** means nbkc Bank, Member of FDIC.

**“Business Days”** means Monday to Friday, excluding federal holidays. Any references to **“days”** found in this Agreement are calendar days unless indicated otherwise.

**“GiftLinks”** is a feature available through the Acorns Early Website or Application where funds can be contributed to a Child Account by friends or relatives.

**“Funding Source”** means the Parent's account at a third-party financial institution that is linked to and used to add funds to the Card Account. We reserve the right to refuse loads from certain types of anonymous prepaid cards in our sole discretion.

Acorns Early does not hold funds; any funds that you may add to your Card Account are solely held by the Bank and subject to the terms and conditions of the Bank Agreements. For terms related to your Subscription Plan, fee schedule, and account limits (including without limitation frequency and dollar amounts of transactions), please see the Acorns Early Customer Agreement and applicable Bank Agreements.

As the legal and primary account holder, you (Parent) 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 any associated Card.

## 1. Activating Your Card

Once you have signed up for your Acorns Early Card Account, via the Acorns Early Website or Application, you will be asked to make an initial load to your Acorns Early Card Account. Your Child(ren) will then be able to make use of the Card details within three (3) hours. When you have received your physical Card you will need to activate it before it can be used. You can activate your physical Card via the Acorns Early Website or Application. To do so, you will need to provide personal information in order to verify your identity.

The funds in your Card Account will not expire, regardless of the expiration date of the Card identified on the front of your 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. Your Card Account is not interest bearing and you will not receive interest on your funds in the Card Account. Your Card Account does not constitute a savings account and is not connected in any way to any other account you may have with the Bank. The Card will remain the property of the Bank 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 Card Supplement. You may not use your Card(s) for 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 or any authorized user or any Parent, Co-Parent or Child has violated this Card Supplement or any applicable law.

## 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 and Co-Parent (as 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, Card Accounts (including any Child Account), 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 Acorns Early Card Account

The Parent may designate a Co-Parent to the Card Account by logging in on their Acorns Early account through the Acorns Early Website or Application and following the designation instructions. The Parent can designate only one (1) Co-Parent per Card 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 and the Co-Parent will share one Card Account. **As the Parent, you acknowledge, understand and agree that you are solely responsible and liable for the Co-Parent’s use of the Card Account. The Co-Parent will be required to separately agree to the terms and conditions of the Acorns Early Customer Agreement and consent to the designation of “Co-Parent” hereunder before obtaining**

**access to the Card Account. You can remove the Co-Parent's access to your Card Account at any time by contacting Acorns Early Customer Support.**

Once the Co-Parent agrees to be designated as a Co-Parent under this Agreement, then the Co-Parent will be permitted to set goals and spending limits on the Card Account and any associated Child Account. The Co-Parent will have the ability to move or transfer money out of the Card Account and will have full view access to the Card, Card Account or associated Child Account that are held by you as the Parent. You, as the Parent, must invite the Co-Parent to view the Card Account for use by a Child Account Cardholder and you can remove the Co-Parent's view or access capabilities to your Card Account or any associated Child Account and may designate a different Co-Parent at any time by contacting Acorns Early Customer Support. You may only change the designated Co-Parent associated with a Child Account up to a maximum three (3) times per year.

Note that the Co-Parent may not: add a new Child or remove an existing Child, remove a Parent from the account, change Subscription Plans, add or remove a payment method, modify any auto top-up amounts or top up using an existing payment method, change the address, email address, or phone number associated with a Card Account, or redeem funds. The Co-Parent may access an account only through the Acorns Early mobile app. The Website will not be available for use by the Co-Parent.

#### **4. Additional Card Accounts**

The Parent may request up to four (4) Child Accounts. You must notify Acorns Early Customer Support 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. Your Representations and Warranties**

By activating the Card or by retaining, using or authorizing the use of the Card, you, the Parent (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 an accurate and 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 Card Supplement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

#### **6. Payment Authorization from the Funding Source**

You authorize us to deduct the Subscription Fee for your Acorns Early Customer Account as set forth in the Acorns Early Customer Agreement from the Funding Source linked to the Card Account. As further set forth in the Acorns Early Customer Agreement, if Acorns Early is unable to collect the Subscription Fee from your Funding Source, the Subscription Fee may be deducted from the Card Account.

#### **7. Loading Your Card Account**

Funds may be added to your Card 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 funds to your Card Account via a debit transaction from your Funding Source.

You, as the Parent, represent and warrant: (1) that you have the right to authorize any and all charges and debits to the Funding Source; (2) the Funding Source is held at a depository institution located in the U.S.; and (3) you are individually or jointly the owner of the Funding Source. . You will indemnify and hold us harmless from any claims by any person related to the Funding Source, including any other owner of the Funding Source.

The Parent may load funds to the Card Account by authorizing the Bank to initiate a debit card transaction from the Funding Source for a specified amount on either a one-time or recurring basis. **Such authorization and instruction shall be provided by the Parent to Acorns Early and the Bank via the Acorns Early Website or Application.** The Co-Parent will not be able to add or change the Parent's Funding Source.

**Loading by Credit/Debit Card.** The Parent may load the Card Account by credit/debit card, subject to the limits on anonymous prepaid cards described above. 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 may load the Card 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 tables.

## **8. Auto Funding**

You may authorize us to load funds to your Card Account through recurring and automatic fund transfers from your Funding Source via the Acorns Early Website or Application ("**Auto Funding**") and subject to the terms set forth in this Card Supplement. When authorized by you, the feature will automatically load your Card Account with your chosen load amount, from your Funding Source. 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 Card Account according to the frequency and day selected; or (ii) When your Card Account balance is low, this will be triggered when:

1. your Card Account balance falls below a designated threshold. The default threshold is \$5;
2. there are insufficient funds in the Card Account to pay your child's weekly allowance, tasks, and/or any Subscription Fee;
3. there are insufficient funds in the Card Account to make a transfer you've requested to a Child Account(s).

The Parent can enable or disable the Auto Funding feature, as well as change the load amount and frequency of the Auto Funding via the Acorns Early Website or Application. If you do this, the new amount will be loaded on your next Auto Funding payment date or every time your Card Account balance goes below the set threshold.

## **9. ACH Debit Authorization**

When using ACH to fund your account via a load or the Auto Funding feature, the Parent (an "**Authorizer**" under this ACH Debit Authorization) authorizes us 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 Card Account via ACH debit entry. The debit entry/ies will be taken from the Funding Source.

A Recurring Entry will be created when the Authorizer seeks to utilise the Auto Funding feature to periodically load their Card Account. The Authorizer shall choose the Funding Source, the load amount, and the frequency of the loads (e.g. weekly, bi-weekly, monthly) via the Acorns Early Website or Application.



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

Additionally, the Authorizer authorizes us to initiate a recurring ACH debit entry to debit the Funding Source for any Subscription Fees due under the Acorns Early Customer Agreement.

The Authorizer authorizes us to continue to debit the Funding Source for requested account loads until this authorization is revoked, which can be done by contacting Acorns Early Customer Support. The Authorizer understands that it may take up to three (3) business days to process such revocation. The Authorizer acknowledges that debits to the Funding Source(s) under this authorization must comply with U.S. laws.

## **10. Using Your Card/Features**

**Cash Withdrawals.** With your PIN, the Card may be used to obtain cash withdrawals at an ATM. All ATM transactions are treated as cash withdrawal transactions, subject to daily cash withdrawal limits set forth in the Transaction Limits table of this Card Supplement. Further, ATM owner-operators may impose their own fees and lower limits on cash withdrawals. You may be subject to a fee for using an ATM to check the balance on the Card even if you do not complete the cash withdrawal. To withdraw funds from a Parent Account, the Parent must contact Acorns Early Customer Support. We will then transfer the relevant funds back to the Funding Source linked to your Parent Account.

There are limitations on types of transactions as well as on the loading and card balance. This information may be found on the Transaction Limitations table set forth in this Card Supplement.

Your Card may be used for retail purchases, telephone or Internet purchases or to lease goods or services everywhere Visa 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 between the ages of 6 and 18, for their privacy and security, the 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, the Parent or Co-Parent can limit the use of the Card and Child Account by setting parental controls as an additional level of protection via the Acorns Early Website or Application. The parental controls allow you to set limits for where your child can use the Card and Child Account and how much they can spend, as well as monitor where and when purchases have been made by your child. The security alerts include, without limitations, notifications about possible account takeovers or breaches. The alerts are sent to you as mobile notifications.

**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.

**Preauthorized Amounts** - if you use your Card at certain merchants (for example and not by way of limitation, hotels, restaurants, or fuel dispensers), the merchant may preauthorize a transaction amount in excess of the actual charge to ensure there are sufficient funds to cover a total charge. Any preauthorization amount will place a "hold" on your available funds until the merchant sends 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. If the preauthorized amount exceeds the amount available on your Card Account, your transaction may be declined. You disclaim us from any liability related to the foregoing.

**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, we reserve the right to suspend access and use to the Card, Card Account (including Child Account) until the Parent satisfies the negative balance. **Furthermore, in the event that the balance of your Card Account is insufficient to cover the amount owed under the Acorns Early Customer Agreement, the Parent authorizes us to debit the Funding Source for the amount owed.** The Parent may revoke such authorization at any time by terminating the Acorns Early Customer Agreement.

In the event that any Acorns Early Account has a negative balance that persists for three (3) or more days within the prior 30 days, you further authorize us to electronically debit your Card Account, on a recurring basis every 30 days in accordance with applicable law. The amount you authorize to be debited from your Card Account will be the amount required to bring any of your Acorns Early Accounts to a non-negative balance, up to the limit of the then-current value of your applicable Card Account. You understand that occasionally, withdrawals may be delayed due to statutory holidays or unforeseen circumstances. At such times, the withdrawal will be processed at the earliest possible date. You further understand that it may take several days for the debit to be reflected in your Card Account. You understand that your authorization, once given, will remain in full force and effect until you notify Acorns Early by contacting Acorns Early Customer Support that you wish to revoke this authorization. If you contact us by telephone, we may also require you to put your request in writing and get it to us within 14 days. We

may charge you up to \$35 for each stop-payment order you give. You understand that we requires at least 3 days' prior notice in order to cancel this authorization.

Where these payments vary in amount, Acorns Early will notify you 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

If there are insufficient funds in your Card Account to bring the applicable Acorns Early Account to a zero dollar balance, or if you do not agree to these terms, you understand that we reserve the right to close your Card Account in our sole discretion.

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 and Card Account (including any Child Account) without notice to you. 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 terms of the Acorns Early Customer Agreement; (b) we may initiate a chargeback procedure for any specific transaction which led to your Card Account having a negative balance; (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 and/or, (d) where we have reason to believe, in our sole discretion, that you are behaving in a manner suspected to be fraudulent or otherwise unauthorized, you authorize us to initiate a payment transaction for the amount of the negative balance from the Funding Source linked to the Card Account if we request that you load the Card Account with funds in order to correct a negative balance and you fail do so within 7 Business Days. If we take any (or all) of these steps, we may charge you our reasonable costs for doing so. We are not liable for any fees or costs you may incur, including but not limited to, overdraft fees incurred by you on your Funding Source due to our payment transactions to that account pursuant to these terms.

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 forty-five (45) days. Upon the expiration of any hold period, any funds held and not charged for that transaction will be made available to you.

## **11. Giftlinks and Relatives**

You may invite family and friends to send funds to your Child Account by:

- Sending a GiftLink through the Acorns Early Website or Application, or
- Inviting them to "join the family" by adding them as a "relative" via the Acorns Early Website or Application.

Please see the Transaction Limitations table above for details of limits which apply to Giftlinks. Refer to the Acorns Early Website and Mobile App Terms of Use for additional details on Giftlinks.

## **12. 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. We are not 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.

### **13. Card Replacement**

If you need to replace your Card for any reason, you can request a replacement Card within the Acorns Early Website or Application. 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).

### **14. 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.

### **15. 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 Acorns Early website or mobile apps, or by contacting Acorns Early Customer Support. You can check your balance by logging in to your Card Account through the Acorns Early Application or Website, 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 contacting Acorns Early Customer Support. You will not, and you agree you will not, automatically receive paper statements.

### **16. Preauthorized Payments**

If you intend to use your Card for preauthorized electronic fund transfers, 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 account on the Acorns Early Website or Application and find out whether or not the deposit was made.

### **17. 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 Card Supplement, the Acorns Early Customer Agreement, and/or applicable Bank of Record Agreement(s).

Details on the information we collect and how we use it can be found in our [Privacy Policy](#).

## **18. 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 Card Supplement and/or the Bank of Record with you, we will be liable for your losses or damages. However, there are some exceptions, including without limitation:

- 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 the Card Supplement, Acorns Early Customer Agreement, and/or applicable Bank of Record Agreement(s) with you.

## **19. Bank Agreements**

By agreeing to this Card Supplement, you acknowledge you will be bound, and represent and warrant to Acorns Early that you will abide by the Bank Agreements. If there is any conflict or discrepancy between the Bank Agreements and any other Supplement, the Bank Agreements will govern with respect to your Card Account.

You acknowledge and agree that, notwithstanding anything to the contrary, Acorns Early, its parent company, and any of their affiliates, officers, directors, employees, members, and owners, will have no duty to perform or liability for any failure to perform any obligation of the Bank except to the extent that the Bank has expressly and duly delegated its duties and liabilities to Acorns Early or other applicable affiliated entity pursuant to an applicable agreement between the Bank and Acorns Early or its affiliated entities.

Nothing in the Acorns Early Customer Agreement will be construed as limiting in any way any of your rights with respect to the obligations of the Bank under the Bank Agreements.

## **20. Your Liability for Unauthorized Transfers**

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, log into your Acorns Early account either via the Website or Application to

block the Card and contact Acorns Early Customer Support. 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.

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.

## **21. Other Miscellaneous Terms**

Your Card and your obligations under this Card Supplement may not be assigned, except as permitted by this Card Supplement. We may transfer our rights under this Card Supplement. 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 Card Supplement 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 Card Supplement shall not be affected.

## **22. Amendment and Cancellation**

You agree that the terms and conditions of this Card Supplement may be amended at any time by posting the amendment to the Acorns Early Website, Application, or in any manner otherwise required by applicable law. You understand and agree that your continued use of the Acorns Early Platform, the Card, and/or Card Account, including without limitation to not closing your Card Account, without objecting after the effective date of the amendment, indicates your acceptance of this Card Supplement as amended and that you will be legally bound by its terms and conditions. We may cancel or suspend your Card or this Card Supplement 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.

A Parent may close an existing Child Account or cancel this Card Supplement by contacting Acorns Early Customer Support. Upon cancellation of this Card Supplement, your Card and Card Account will no longer function. Your cancellation of this Card Supplement will not affect any of our rights or your obligations arising under the Card Supplement prior to termination. Once your cancellation has been processed, your Card(s) will be cancelled. The funds will be returned to you via a credit to the Funding Source used to load the Card Account. Co-Parents cannot close a Child Account or cancel the Card Supplement.

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 Card Supplement. 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 Funding Source used to load the Card Account. We reserve the right to refuse to return any unused balance amount less than \$1.00.

### **23. Account Inactivity and Escheatment**

A Card Account that is inactive (either with no log-in activity or transactions) for a period of time may be considered dormant and is subject to escheatment. Each state has varying laws as to when an account is subject to escheatment, and we may be required to send the balance in your Card Account to the custody of the applicable state agency in accordance with applicable state laws and we will have no further liability to you for such funds unless otherwise required by law. You will then need to apply to the applicable state agency for return of your funds. We will make reasonable efforts to contact you at the address shown in our records before transferring the remaining balance in your Card Account to the applicable state. You agree to keep us promptly (within 7 days) informed of any change in your address through the Acorns Early Application and/or Website. We reserve the right to deduct an inactivity fee or other administrative charges from such dormant assets (in addition to any fees charged as set out in this Card Supplement), as permitted by applicable law.

### **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 Customer Support as set forth in the Acorns Early Customer Agreement. You may 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 Acorns Early and/or the Bank 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 Acorns Early Customer Support. You must indicate:

- 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, they may take up to forty-five (45) days to investigate your complaint or question. In such cases, your Card Account will be credited 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 Card Account was made), so that you will have use of the money during the time it takes us to complete the investigation. If we ask you to put your question or complaint in writing and you do not provide it within ten (10) business days, your Card Account may not be credited.

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 Acorns Early Customer Support. If you need more information about our error-resolution procedures, contact Acorns Early Customer Support.

If you do not notify Acorns Early Customer Service within sixty (60) days after you become aware of the transaction(s) and/or the statement was made available to you, you may not get back any of the value you lost after the sixty (60) days if Platform and/or Bank can prove that it could have stopped someone from taking value if you had notified Customer Service in time.

**25. No Warranty Regarding Goods or Services as Applicable**

To the fullest extent allowable under applicable law, neither Acorns Early nor the Bank are responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

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**CARD SUPPLEMENT**  
**Acorns Early US Cardholder Terms and Conditions v11**  
**(SUPPLEMENT D - FOR MASTERCARD I CARDHOLDERS ONLY)**

IMPORTANT - PLEASE READ CAREFULLY

Effective from December 3, 2025 or immediately upon acceptance by Parent Accountholder

THIS AGREEMENT INCLUDES AN ARBITRATION CLAUSE. PLEASE READ IT CAREFULLY AND KEEP A COPY OF THIS AGREEMENT FOR YOUR FUTURE REFERENCE. THE ARBITRATION CLAUSE WILL HAVE A SUBSTANTIAL IMPACT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE WITH US. IF WE ELECT TO REQUIRE ARBITRATION OF A DISPUTE, YOU WILL NOT HAVE A RIGHT TO A JURY TRIAL OR A RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION. IF YOU DO NOT AGREE TO THE TERMS OF THE ARBITRATION CLAUSE, DO NOT APPLY FOR THE CARD AND CARD ACCOUNT.

This Cardholder Terms and Conditions ("Agreement") outlines the terms and conditions under which the Acorns Early 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 Acorns Early 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," "Parent Account," or "Acorns Early 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.

"Acorns Early" means GoHenry Inc.<sup>1</sup> "Services" or "Acorns Early Services" means the prepaid account services operated by Acorns Early 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) by accessing Acorns Early's website or mobile app (collectively, the "Acorns Early Platform"). "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 Acorns Early 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.

Acorns Early 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 Acorns Early 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 and any Child Account(s) together is \$6,000. Acorns Early and/or its affiliates 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 Acorns Early.

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<sup>1</sup> **Acorns Early was formerly referred to as GoHenry. These terms apply to users of both the Acorns Early app and the GoHenry US app, and who may have either an Acorns Early account or GoHenry account.**

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 with 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.

**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 Acorns Early Card.

**FDIC Insurance on Card Account Only.** You must register your Card and Card Account for FDIC insurance eligibility or other protection. Your funds held by or transferred to your Card Account may be eligible for FDIC-insurance through Community Federal Savings Bank up to the applicable limits in the event the Community Federal Savings Bank fails, provided specific deposit insurance requirements are met and your Card and Card Account are registered with the Bank. See <https://www.fdic.gov/deposit/deposits/prepaid.html>.

## **19. Activating Your Card**

Once you have signed up for your Acorns Early Parent Account, via the Acorns Early website or mobile app, as part of the activation process you will be asked to make an initial load to your Acorns Early 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 Acorns Early Card you will need to activate it before it can be used. You can activate your physical Card via the Acorns Early 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."

#### **20. 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.

#### **21. Designating a Co-Parent to your Acorns Early 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 Acorns Early account through the Acorns Early 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@acornsearly.com](mailto:help@acornsearly.com).

#### **22. Additional Card Accounts**

The Parent Accountholder or Co-Parent may request more than one Child Account in connection with the Acorns Early 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.

#### **23. Service Provider Services**

Through Acorns Early website and mobile app, you may receive access to, and use of, other, separate and independent, products (including, but not limited to any assets, whether cash, securities, or otherwise associated with any investment or other accounts, services, including subscription and plan services, promotions and rewards offered to you directly by Acorns Early (the "Acorns Early Platform Services") or through its affiliated entities (individually and collectively, the "Acorn Platform") via the Acorns website located at [www.acorns.com](http://www.acorns.com) and/or the Acorns mobile application (collectively, the "Acorns Platform Services" and together with the Acorns Early Platform Services, the "Acorns Group Services"). You understand that to participate in the Acorns Group Services, you may be required to enter into one or more agreements for such services directly with Acorns Early or its affiliated entities, as applicable, and that such agreements shall govern your relationship with the Acorns Early or such affiliated entity, as applicable, and that Bank is not a party to those agreements, nor does it support, promote, or provide you with access to our use of the Acorns Group Services. If you have any questions regarding the Acorns Group Services, please contact Acorns Early customer service directly via email at [help@acornsearly.com](mailto:help@acornsearly.com) or (855) 739-2859.

YOU ACKNOWLEDGE AND AGREE THAT BANK IS NOT PROVIDING ANY OF THE ACORNS GROUP SERVICES INCLUDED ANY SUBSCRIPTION AND/OR PLAN SERVICES, INVESTMENT ACCOUNTS, PROMOTIONS OR REWARDS.

YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE THAT WHENEVER FUNDS ARE NO LONGER HELD IN YOUR PARENT ACCOUNT, SUCH FUNDS ARE NOT FDIC INSURED VIA COMMUNITY FEDERAL SAVINGS BANK, AND WE ARE NO LONGER RESPONSIBLE FOR SUCH FUNDS IN ANY WAY.

## 24. Account Plans and Monthly Fees

Acorns Early Platform Services permits you to select between two account plans as follows:

10. **Acorns Early Lite Plan.** If selected, this plan allows you, the Parent Accountholder, to sign up for a Parent Account and up to a maximum of four (4) Child Accounts for the single fixed monthly fee set out in the table below of this section and the Fee Schedule of this Agreement (the “Acorns Early Lite Plan”).
11. **Acorns Gold Plan.** If selected, the Acorns Gold Plan allows you, the Parent Accountholder for the single fixed monthly fee set forth in the below table and in the Fee Schedule of this Agreement, (i) on the Acorns Early Platform, to sign up for a Parent Account and up to a maximum of four (4) Child Accounts; and (ii) on the Acorns Platform, to sign up for access to the Acorns Platform’s products, services, and offerings then available to Acorns Gold customers, subject to the terms and conditions of the Acorns Platform’s applicable agreement for such services and products (the “Acorns Gold Plan”).

For all Acorns Early Lite Plan subscribers and Acorns Gold Plan subscribers who have no open Acorns Platform product accounts, you authorize us to deduct the Monthly Fee from the balance on the Parent Account or with your authorization, directly from the Funding Account linked to the Parent Account. If there are insufficient funds in the Parent Account, you authorize us to deduct your Monthly Fee from the Funding Account.

For Acorns Gold Plan subscribers who have one or more open Acorns Platform product accounts, you acknowledge and agree that the Monthly Fee will be billed by, and paid to, the Acorns Platform, in accordance with the terms you agree to with the Acorns Platform.

The following table outlines the monthly fees that relate to your plan subscription (the “Monthly Fee”), ATM withdrawals, card purchases and card replacements. The Monthly Fees and other fees described below may further be revised with any changes to your plan selection with Acorns Early. Please consult with Acorns Early if you need to change your Acorns Early plan selection.

Acorns Early Lite Plan		Acorns Gold Plan	
Maximum Number of Child Accounts Per Parent Account	Up to a maximum of four (4) Child Accounts per Parent Account	Maximum Number of Child Accounts Per Parent Account	Up to a maximum of four (4) Child Accounts per Parent Account
Acorns Platform Offering	None	Acorns Platform Offering	Access to sign up for the Acorns Platform’s full suite of products, services, and offerings then available to Acorns Gold customers
Monthly Fee		Monthly Fee	
\$8.00 per month per Parent Account		\$12.00 per month per Parent Account	
Account Deduction Per Monthly Fee		Account Deduction Per Monthly Fee	
Your Acorns Early Lite monthly fee will be deducted from the balance of your Parent Account or directly from the Funding Account linked to your Parent Account.		No open Acorns Platform Product account	If you do not have any open Acorns Platform product accounts, your Acorns Gold monthly fee will be deducted from your Parent Account or the Funding

		Account linked to your Parent Account.
	You have an existing Acorns Platform product account	If you do have any open Acorns Product accounts, your Acorns Gold monthly fee will be deducted from the Funding Account linked to your Acorns Platform product account.
Other Fees Applicable to both Plans		
Fee Type	Account From Which Fee Is Charged	Fee
Load via Debit Card	N/A	No Fee
ATM withdrawal**	Child Account (Your child's card)	No Fee
International ATM withdrawal**	N/A	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: \$5.00 per card
		Collab: \$6.00 per card
Card Replacement (lost, stolen, damaged) - different design *****	(Same Parent Account)	Custom: \$5.00 per card
		Collab: \$6.00 per card
Card Replacement (lost, stolen, damaged) - same design *****	N/A	No Fee

\* We reserve the right to waive or revise the Monthly Fee, or any part of the Monthly Fee at any time, for any period, and for any accountholder at our sole and absolute discretion in accordance with the terms of this Agreement, subject to applicable law.

\*\* 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 Acorns Early 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 Acorns Early 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 Acorns Early Services.

The Parent Accountholder agrees to pay us the fees set forth in the table above and in the Fee Schedule attached to this Agreement. Except as otherwise detailed below or where prohibited by law, fee amounts will be deducted from the balance on the Parent Account detailed under the terms of this Agreement and/or in the Fee Schedule attached to this Agreement. Where there are insufficient funds available, we may be entitled to recoup such funds through your Funding Account as permitted under the terms of this Agreement, subject to applicable law.

When you apply for a Card and Card Account through the Acorns Early Platform, and as applicable to plan you select, Acorns Early may offer you the ability to receive access to, and use of, other Acorn Early or its affiliate's products and services, and as detailed herein.

Associated fees can be found in the Fee Schedule and Limitations table set forth in this Agreement.

## 25. Parental Limits

Upon activation of your Acorns Early Parent 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 set forth in Section 9, 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 Child Card, such as online, in store or at the ATM (please note cash is only available through ATM withdrawals).

## 26. 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. This section outlines our fee schedule and account limits.

## 27. Limitations

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

## 28. 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 Account holder’s account at a third-party financial institution that is used to add funds to the Parent Account. We reserve the right to refuse loads from certain types of anonymous prepaid cards in our sole discretion. 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 Acorns Early Platform. 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, subject to the limits on anonymous prepaid cards described above. 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.

## 29. Auto Funding

The Acorns Early 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 Acorns Early Parent Account with your chosen load amount, from your Funding Account ("Auto Funding"). 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 Acorns Early Parent Account according to the frequency and day selected; or
- ii. When your Acorns Early Parent Account balance is low, this will be triggered when:
  1. your Acorns Early Parent Account balance falls below the threshold. The default threshold is \$5;
  2. there are insufficient funds in the Acorns Early Parent Account to pay your child's weekly allowance, tasks plus any subscription fees;
  3. there are insufficient funds in the Acorns Early 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 Acorns Early 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 Acorns Early Parent Account balance goes below the threshold.

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

## 30. 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 Acorns Early 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, bi-weekly, monthly) via our mobile app.

A Standing Authorization will be created when the Authorizer seeks to utilize 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 authorizes Acorns Early and Community Federal Savings Bank to initiate a Recurring Entry to debit the Funding Account for any Monthly Fees due.

The Authorizer authorizes Acorns Early 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 (855) 739-2859. The Authorizer understands that it may take Acorns Early 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.

### **31. Using Your Card/Features**

Cash Withdrawals. With your PIN, the child Card(s) may be used to obtain cash withdrawals at an ATM that bears the Mastercard® brand acceptance marks. All ATM transactions are treated as cash withdrawal transactions, subject to daily cash withdrawal limits set forth in the Limitation table of this Agreement. Further, ATM owner-operators may impose their own fees and lower limits on cash withdrawals. To withdraw funds from a Parent Account, the Parent Account holder must contact the Acorns Early customer support by phone at (855) 739-2859, by email at [help@acornsearly.com](mailto:help@acornsearly.com), or via the Acorns Early Platform website <https://us.support.gohenry.com/us/s/contactsupport>. We will then transfer the relevant funds back to the Funding Account linked to your Parent Account.

There are limitations on types of transactions as well as 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 Cards will not be accepted for the following transactions:

9. Wires or money orders
10. Vape, cigar and tobacco shops
11. Escort services and massage parlours
12. Casinos, betting shops and gambling
13. Horse racing and dog racing
14. Adult entertainment venues, websites, or TV channels
15. Car rental services

In addition to the restricted transactions above, Acorns Early offers parental controls as an additional level of protection. The parental controls allow you to set limits for where your child can use their Card and how much they

can spend as well as monitor where and when purchases have been made by your child. The security alerts include, without limitations, notifications about possible account takeovers or breaches. The alerts are sent to you as mobile notifications.

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, 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, we reserve the right to suspend Acorns Early 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 pursuant to the terms of this Agreement, the Parent Accountholder authorizes Issuer to debit the Funding Account for the amount owed. The Parent Accountholder may revoke such authorization at any time by terminating enrollment in the Acorns Early Services or this Agreement. Acorns Early 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. Upon the expiration of any hold period, any funds held and not charged for that transaction will be made available.

### **32. Giftlinks and Relatives**

If extended family or friends wish to send funds to a 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 Acorns Early website or mobile app.

Please see the Limitations Table above for details of limits which apply to Giftlinks and Relatives. Refer to the terms and conditions of Acorns Early website and mobile app terms of use for additional details on Giftlinks and Relatives.

### **33. 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 Acorns Early 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.

### **34. Card Replacement**

If you need to replace your Card for any reason, please contact us at (855) 739-2859 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).

### **35. 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.

### **36. 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 Acorns Early website or mobile apps, or by contacting Servicer’s customer support team at (855) 739-2859 between 9am and 8pm EST, Monday to Friday, and 9:00 am and 5:00 pm, Saturday and Sunday. You can check your balance, by logging in to your Acorns Early 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 Acorns Early Services. Full details of the ways to contact us through our Servicer’s customer support team may be found below. You will not automatically receive paper statements.

### **37. 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 Acorns Early account through the Services to find out whether or not the deposit was made.

### **38. Confidentiality**

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

6. Where it is necessary for completing transactions;
7. In order to verify the existence and condition of your Card for a third party, such as a merchant;
8. In order to comply with government agency, court order, or other legal or administrative reporting requirements;
9. If you consent by giving us your written permission;
10. To our employees, auditors, affiliates, service providers, or attorneys as needed; or
11. 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.

### **39. 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:

4. If through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
5. If a merchant refuses to accept your Card;
6. 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;
7. If access to your Card has been blocked after you reported your Card lost or stolen;
8. If there is a hold or your funds are subject to a legal or administrative process or other encumbrance restricting their use;
9. if we have reason to believe the requested transaction is unauthorized;
10. 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
11. Any other exceptions stated in our Agreement with you.

### **40. 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 Acorns Early 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 (855) 739-2859. 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.

#### **41. 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.

#### **42. Amendment and Cancellation**

You agree that we may amend or change the terms and conditions of this Agreement at any time by posting the amendment to the Acorns Early website, mobile app, or in any manner otherwise required by applicable law. You understand and agree that your continued use of the Card and Card Account, including without limitation to not closing your Card Account, without objecting after the effective date of the amendment, indicates your acceptance of the Agreement as amended and that you will be legally bound by its terms and conditions. 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 by contacting the Acorns Early customer support team at (855) 739-2859 or by email [help@acornsearly.com](mailto:help@acornsearly.com). Upon cancellation of this Agreement, your Card(s) and Card Account will no longer function and you will lose access to the Acorns Early 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 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 Card Account (including Child Accounts) can be returned to you. The funds will be returned to you via a credit to the Funding Account 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 Funding Account used to load the Card Account. We reserve the right to refuse to return any unused balance amount less than \$1.00.

#### **43. 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 Servicer's customer support

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:

7. Your name and Card Account number;
8. Why you believe there is an error, and the dollar amount involved; and
9. 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 us through Servicer's customer support team. If you need more information about our error-resolution procedures, contact us via the information shown below under the heading "Customer Service".

#### **44. 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.

#### **45. 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@acornsearly.com](mailto:help@acornsearly.com) or by calling us on our toll-free number at (855) 739-2859. 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 Acorns Early 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 Acorns Early website and our mobile apps, or via email on [help@acornsearly.com](mailto:help@acornsearly.com) or by calling us on our toll-free number at (855) 739-2859. To opt out of marketing text messages, reply STOP to a text message at any time. DATA RATES MAY APPLY.

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 Acorns Early website and our mobile apps, or via email on [help@acornsearly.com](mailto:help@acornsearly.com) or by calling us on our toll-free number at (855) 739-2859.

#### **46. Customer Service**

For customer service or additional information regarding your Card and/or Card Account, please contact us through Servicer's customer support team in one of the following ways:

LiveChat – accessible from the Acorns Early Platform.

Email - via [help@acornsearly.com](mailto:help@acornsearly.com)

Call toll-free at (855) 739-2859

Or write to:

Acorns Early  
Customer Support  
5300 California Avenue  
Irvine, CA 92617  
USA

Acorns Early customer support agents are available Monday to Friday 9:00am to 8:00pm EST, and 9:00am to 5:00pm, Saturday and Sunday.

#### **47. 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.

#### **48. 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.

#### **49. 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.

#### **50. 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.

17. 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.
18. 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: 5 Penn Plaza, 14th Floor, New York, NY 10001. (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 consented to 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 consented to this Agreement.
19. 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.
20. 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.
21. Choosing the Administrator: "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org); JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614, [www.jamsadr.com](http://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.
22. 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.



23. 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.
24. Location and Costs of Arbitration: Any arbitration hearing that you attend in person must take place in Irvine, California. 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.
25. 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.
26. 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.
27. 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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