

# **ACORNS EARLY CUSTOMER AGREEMENT**

Effective September 15, 2025

“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 12, THE PREAUTHORIZED RECURRING MONTHLY ELECTRONIC FUNDS TRANSFER DEBIT IN SECTION 2 (FEES) AND SECTION 6 (ELECTRONIC FUNDS TRANSFER TRANSACTIONS) AND THE 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. 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 THAT TO SIGN UP FOR A CHILD ACCOUNT (AS FURTHER DEFINED HEREIN), 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, 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 THE COLLECTION AND USE OF THEIR PERSONAL INFORMATION 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 an Acorns Early, giving you access to the Platform, including the Application, Website, services provided by Acorns Early, and any Product Type(s) you select within the 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. Supplements

This Customer Agreement is between Acorns Early and you, and pertains to the Platform generally. 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.

## 2. Fees

### 2.1. 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 Subscription Fee or any part thereof for the Subscription Plan selected by you and as further set forth in the Supplements. As further set forth in Section 2.2, the Fee Collecting Entity may, in its sole discretion, collect the entire Subscription Fee and allocate it to any other Acorns Early affiliated entity, including without limitation as may be set forth in any Supplement hereto.

The Subscription Plans and corresponding Subscription Fees are as follows:

- Child Plan (or any successor Subscription Plan name): For a base fee of \$5.00 per month, the Child Plan allows you (i) to open the Acorns Early Card, with a Parent Account and up to a one (1) Child Account; (ii) for an additional \$5.00 per month, per child, the ability to open up to three (3) additional Child Account(s); and (iii) 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.
- Family Plan (or any successor Subscription Plan name): For \$10 per month, the Family Plan allows you (i) to open the Acorns Early Card, with a Parent Account and up to a four (4) Child Account(s); and (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.

#### 2.1.1. Acorns Platform Products

If a Subscription Plan includes the ability to sign up for any products, services, or offerings provided by the Acorns Platform (collectively, the “Acorns Platform Features”), 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.

#### 2.1.2. 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 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.

#### 2.1.3. 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.

#### 2.1.4. 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.

#### 2.2. Collection Of Subscription Fee

The Subscription Fee will be billed by, and paid to, Acorns Early, from the balance on the Card Account and/or your Funding Source. If there are insufficient funds in the Card Account, the Subscription Fee will be withdrawn directly from your Funding Source. 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 client at its sole and absolute discretion.

### 2.3. 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 the 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. 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. 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 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, 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. 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 Card Account.

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 Service. 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.

We may 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 Service 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 not 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 Service.

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 is 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 that you incur due to any failure to access or view Communications if you fail to maintain accurate Customer Information.

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

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 services and/or products to you, 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 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. Responsibility for Your Account

### 5.1. 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 2 (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.

### 5.2. 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), 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 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.

### 5.3. 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 the 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.

### 5.4. 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.

## 6. Electronic Funds Transfer Transactions

### 6.1. 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.

## 6.2. 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, 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 and the ACH Operator 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 reserve 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. 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).

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.

## 7. Term

### 7.1. 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.

### 7.2. 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.

### 7.3. 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.**

### 7.4. 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), and/or executor(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, and/or executor, 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 © neither Acorns Early nor any of its affiliated entities are not responsible for determining the tax consequences of any of your accounts.

## 8. Websites and Applications

### 8.1. 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.

### 8.2. 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.

### 8.3. 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. Promotions

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.

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.

## 10. Liability

### 10.1. 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; and/or (iii) 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 Early acts 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).

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. ACORNS EARLY

ENCOURAGES 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.

#### 10.2. 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 or any other hardware, software, or technology used in connection with the Platform.

#### 10.3. 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 not 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.

#### 10.4. 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, or any third party participating in a promotion or otherwise providing services in connection with your Acorns Early Customer Account).

## 11. Miscellaneous

### 11.1. 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.

### 11.2. 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.

### 11.3. 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.

### 11.4. 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.

### 11.5. 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.

### 11.6. 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.

#### 11.7. 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.

#### 11.8. 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.

#### 11.9. 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.

#### 11.10. 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.

#### 11.11. 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.

#### 11.12. 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.

## 12. Dispute Resolution

### 12.1. 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 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.

## 12.2. 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 12 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 Service 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 Child Plan: A subscription plan with a recurring fee of \$5.00 per month per Child Account (unless subject to a promotional or custom fee) and access to the Acorns Early Platform, with a specific set of features.

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 Family Plan: A subscription plan with a recurring fee of \$10.00 per month (unless subject to a promotional or custom fee) that includes up to four (4) Child Accounts and access to the Acorns Early Platform, with a specific set of features.

Acorns Early Platform: The digital platform and 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 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.

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](https://www.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: has the meaning set forth in the Acorns Platform Program Agreement.

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.

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.

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.

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.

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 Service: (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.

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

**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.

**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.

**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.

**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/).

**Service Provider:** has the meaning set forth in Section 4 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, number of accounts, and Product Type(s) included in such subscription

type, including the Child Plan or Family 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 reporting purposes.

**CARD SUPPLEMENT**  
**Acorns Early US Visa Debit Cardholder Terms and Conditions v1**

**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.** 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.

**"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, a 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.

The maximum amount that may be held in the Card Account (inclusive of any Parent Account and Child Account(s), together), is listed under the Transaction Limits table set forth in this Card Supplement.

**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:** When you apply to open a Card Account, Acorns Early will ask for your name, address, date of birth, social security number, and other information to identify you. We may also ask to see a copy of your driver’s license or other identifying documents.

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.

**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 up to the applicable limits in the event the Bank fails, provided specific deposit insurance requirements are met and your Card and Card Account are registered with the Bank.

In contrast, any assets, whether cash, securities, or otherwise, in your Acorns Platform account and any Acorns Early investment account(s) are not held at the Bank, and are not FDIC insured.

## **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 (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, 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 add money, 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 or close your Card Account. The Co-Parent 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 and add funds to 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.

## **4. Additional Card Accounts**

The Parent or Co-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. Subscription Plans

There are two Subscription Plans available as further set forth in the Acorns Early Customer Agreement:

**The Child Plan (\$5.00 per month, per Child):** The Child Plan allows you, the Parent, to sign up for a single Child Account and also enables you to extend the number of Child Accounts on your Child Plan up to a maximum of four (4). Please note each Child Account is paid for separately.

**The Family Plan (\$10.00 per month):** The Family Plan allows you, the Parent Accountholder, to sign up for two or more Child Accounts (up to a maximum of four (4)) for a single fixed rate.

The two Subscription Plans may also include different features unrelated to the Card Supplement. Refer to your Acorns Early Customer Agreement for details. Associated fees can be found in the Fee Schedule and Limitations table set forth in this Card Supplement.

## 6. Parental Limits

Upon activation of your Card 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, Transaction Limits table, and 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 Card, such as online, in store or at the ATM (please note cash is only available through ATM withdrawals).

## 7. Your Representations and Warranties

By activating the Card or by retaining, using or authorizing the use of the Card, you, the Parent (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.

## 8. Fee Schedule



This section outlines our fee schedule and account limits. The Parent agrees to pay us the fees set forth in the Fee Schedule below. Except as otherwise detailed below or where prohibited by law, fee amounts will be deducted from the balance on the Card Account detailed under the terms of this Card Supplement. Where there are insufficient funds available, we may be entitled to recoup such funds through your Funding Source as permitted under the terms of the Acorns Early Customer Agreement, subject to applicable law.

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

Fee Item	Account Charged	Fee*
<b>Child Plan</b> Monthly Subscription Fee	Card Account and/or Funding Source (as applicable)	\$5.00 per month per Child Account
<b>Family Plan</b> Monthly Subscription Fee		\$10.00 per month
Load via Debit Card	N/A	No Fee
ATM withdrawal**	Child Account (Your child's card)	No Fee
International ATM withdrawal**	Child Account (Your child's card)	No Fee
International Card transactions***	N/A	No Fee
Card Purchase - Standard	N/A	No Fee
Card Purchase - Customized or Collab****	Charged to the Parent Account or Child Account requesting it (Parents and children can purchase custom cards)	Custom: \$5.00 per card Collab: \$6.00 per card
Card Replacement (lost, stolen, damaged) - different design *****	(Same Card Account)	Custom \$5.00 per card Collab: \$6.00 per card
Card Replacement (lost, stolen, damaged) - same design *****	N/A	No Fee

\* Promotional or custom subscriptions: Acorns Early reserves the right to waive or customize the Subscription Fee, any part of the Subscription Fee, or any other Fee Items, at any time, for any period, and for any Parent or Card Account at our sole and absolute discretion, subject to applicable law. Any such initiative (i) may be expanded, narrowed, suspended, cancelled 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 on the Acorns Early Website, on the Acorns Early Website landing pages, the Application, and/or elsewhere). 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.

\*\* 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 (Visa), as such may be in effect and applied by Visa at the time of the Card transaction. The currency conversion rate established by Visa 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 your Card Account. The fees here are unrelated to any such fees that may be charged to you by a third party.

## 9. Limitations and Frequency and Dollar Amounts of Transactions.

The amount and frequency of purchases, transfers, reloads and cash withdrawals that you can perform in any single day or over any other period is limited to the amounts set forth in the below table and, for security reasons, you may be further limited as to the number or dollar amount of transactions made using your Card or Card Account (collectively, the **"Transaction Limits"**). We may modify the Transaction Limits from time-to-time, at our sole discretion. You will be notified of any change to the Transaction Limits in the manner provided by applicable law prior to the effective date of such modification. Transaction Limits are subject to our periodic review and may be changed based on your Card Account history, activity and other factors, including but not limited to Card activity associated with your Card and Card Account.

### Transaction Limits

Limitations	Value
Maximum Initial Load	\$100
Maximum Balance for a Card 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 Card 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
<b>Giftlinks and Relatives</b>	

Number of Loads/Gifts per day	30
Maximum Load per Gift	\$500
Maximum Monthly Load Limit	\$1000

## 10. 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.

## 11. 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; and (4) you have the right to, and do authorize any and all charges and debits to the Funding Source to be made by a Co-Parent. 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. 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 or Co-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 or Co-Parent to Acorns Early and the Bank via the Acorns Early Website or Application.** For the avoidance of any doubt, as both the Parent and the Co-Parent share the same Card Account, the Co-Parent will have access to the Parent’s Funding Source to deposit to the Child Account(s) and take any other action as set forth herein, and Parent understands that the Co-Parent may use the Funding Source to do so. Parent authorizes Co-Parent to provide any transfer instruction in connection with the Funding Source. The Co-Parent will not be able to add or change the Parent’s Funding Source.

**Loading by Credit/Debit Card.** The Parent or Co-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 or Co-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.

## 12. 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 or the Co-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 or the Co-Parent 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.

### **13. ACH Debit Authorization**

When using ACH to fund your account via a load or the Auto Funding feature, the Parent or Co-Parent (each, individually, 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.

### **14. 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 or Co-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.

## **15. 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.

## **16. 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.

## **17. 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).

## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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](#).

## **22. 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.

## **23. 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.

## **24. 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.

## **25. 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.

## **26. 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.

## **27. 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.

## **28. 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.

## **29. No Warranty Regarding Goods or Services as Applicable**

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. If there is a problem with a purchase made with your Card or Card Account, or if you have a dispute with a merchant, you must handle such dispute directly with the merchant from whom the goods or services were purchased.

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