

## **Ambassador Terms and Conditions**

This is where we tell you all about the legal terms and conditions that apply to your participation in GoHenry's Ambassadors program and any content that you may create and share.

### **Please read the information below:**

By clicking 'I have read and agree to the terms and conditions' on the GoHenry Ambassadors sign up form, you are confirming that you enter into the following terms with GoHenry Limited ("GoHenry").

For the purposes of these terms, 'Ambassador' shall mean the parent which will be participating in GoHenry's Ambassadors program.

Any values in these terms stated in £ shall apply to Ambassadors/Referees located in the UK. Any values states in \$ shall apply to Ambassadors/Referees located in the US.

### **1. Ambassador Obligations**

#### **1.1. The Ambassador agrees to:**

- 1.1.1. Use all reasonable efforts to market and promote the GoHenry products and services to generate more sign ups. The Ambassador shall be required to make **four** posts minimum on their Instagram/Facebook/Twitter/Website/TikTok/Community group/Community page featuring their affiliate link (the "Affiliate Post"), promoting the GoHenry product and services. The Ambassador may only sign up 100 individuals using their affiliate link.
- 1.1.2. Comply with all applicable laws and regulations, including regulations regarding Advertising and Marketing, with respect to their activities under this Agreement.
- 1.1.3. Not make any derogatory statement relating to GoHenry in public, online (including on the Media and any other social media), to the press or elsewhere.
- 1.1.4. At the request of GoHenry remove (and/or procure the removal of) any GoHenry affiliate related content from such platforms as may be required by GoHenry.
- 1.1.5. Use the asset packs (the "Materials") provided during the Ambassador onboarding process in the promotion of GoHenry's services, or otherwise as directed by GoHenry.

### **2. Charges and Payment**

- 2.1. GoHenry shall pay the Ambassador a fixed fee of £30/\$50 for each individual who signs up to the GoHenry product and activates their account through the Ambassadors affiliate link (each one a "Referee"), **payable within 14 days of activation of the GoHenry card**. For the avoidance of any doubt, the Ambassador shall not receive a fee for any individuals who sign up after the limit of 100 individuals has been exceeded.
- 2.2. Each Referee will receive a £10/\$10 top up to their GoHenry account when they activate their account.
- 2.3. To activate their account, a Referee must load at least £20/\$30 to their parent account and activate at least one child card.
- 2.4. Ambassador acknowledges and agrees that no payments are due to it under this Agreement otherwise than as expressly set out in this Agreement.
- 2.5. featuring the affiliate link and an additional £/\$10 for each individual that signs ups through the affiliate link up to a maximum of 100 sign ups.

### **3. Exclusivity**

- 3.1. The Ambassador shall not, without the prior written consent of GoHenry, during the Term of this Agreement provide similar services for any brand which directly competes with GoHenry, including without limitation: Nimbl, Osper, Santander Money Monsters, RoosterMoney, Monzo, Revolut, Barclays BarclayPlus, Natwest Adapt, HSBC MyAccount, HSBC MyMoney, Halifax Kids' and Youth Accounts, Halifax Kids' Regular Saver.

### **4. Confidentiality**

- 4.1. Ambassador agrees to hold and treat all confidential information of the other party, including but not limited to trade secrets, information concerning GoHenry's business affairs, clients or suppliers, this Agreement and any other information that Influencer reasonably should know is confidential ("**Confidential Information**") as confidential and protect the Confidential Information with the same degree of care as Ambassador uses to protect its own confidential information, but no less than reasonable care, and not disclose it to any third party other than its professional advisors that have a need to know such information, save as agreed by the parties or as required by law or by any competent authority or in order to exercise the rights and perform the obligations arising under this Agreement. Confidential Information does not include any information that at the time of disclosure or thereafter is generally known to the public or has been independently acquired or developed by Ambassador.

### **5. Term**

- 5.1. These Terms and Conditions shall be effective from acceptance by you and continue for a period of one (1) year unless terminated as provided herein.

## **6. Termination**

- 6.1. GoHenry may terminate this Agreement with immediate effect and without liability by giving written notice to the Ambassador. Either party to this Agreement may terminate this Agreement for cause if the other party is in material breach of this Agreement and fails to rectify such breach within three days of receipt of notice of the breach; or if the other party engages in any unlawful business practice or offensive or egregious activity related to that party's performance under the Agreement. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

## **7. Warranties**

- 7.1. Ambassador hereby warrants that on entering into this Agreement that it will not be in breach of any other Agreement or subject to any restrictions which may conflict with this Agreement, and that to the best of their knowledge their social media channels only contain genuine and real followers.

## **8. Independent status**

- 8.1. This Agreement does not create a partnership relationship. Ambassador does not have authority to enter into contracts on GoHenry's behalf.

## **9. Third Party Rights**

- 9.1. These Terms are made solely and specifically between and for the benefit of the parties. These Terms are not intended to be for the benefit of and shall not be enforceable by any other person whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## **10. Severability**

- 10.1. If a court of law holds any provision of these Terms to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of these Terms shall not be affected.

## **11. Assignment**

- 11.1. You shall not assign your rights, or delegate any performance under these Terms without the prior written consent of GoHenry. Any purported assignment of rights or delegation of performance in violation of this paragraph is void.

## **12. Waiver**

- 12.1. If GoHenry waives any term, provision or the your breach of these Terms in any way,, such waiver shall not be effective unless it is in writing and signed by GoHenry. No waiver shall constitute a waiver of any other or subsequent breach by you. These Terms may be modified only if authorised representatives of both parties consent in writing.

## **13. Entire Agreement**

- 13.1. These Terms, and the terms provided on Impact constitute the final and exclusive agreement between the parties with respect to the GoHenry Ambassadors program. It supersedes all agreements, whether prior or contemporaneous, written or oral, concerning the GoHenry Ambassador program.
- 13.2. The GoHenry Ambassador program is not sponsored, endorsed or administered by, or in association with Facebook.

## **14. Governing law and Jurisdiction**

- 14.1. Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or its subject matter or formation, or otherwise in connection with the Materials shall be governed by and construed in accordance with the law of England and Wales if you reside in the UK, or by the laws of the State of New York if you reside in the US.