

REMITLY CIRCLE CUSTOMER AGREEMENT

Welcome to Remitly, where it's easy to store, share, and send funds around the world.

What's this Customer Agreement all about? This Customer Agreement is a contract between you and us. It describes how you can open a stored value Remitly Circle Account with Remitly and use any services that we offer. By opening, creating, or registering for a Remitly Circle Account, or using Remitly's Services, this Customer Agreement applies to you. You can end this Customer Agreement and stop using our Services at any time by closing your Remitly Circle Account.

How you can open a Remitly Circle account. To use our Services, you must create a login and complete your Profile, and meet all provisions of this Customer Agreement to open a Remitly Circle Account. You'll then have access to your own Portal, where you can use our Services, review your history and more. You can also access our Services by downloading our mobile application.

Information you should protect. You can only use our Services for yourself - you can't create an account or use our Services for someone else, with the exception of Authorized Users. You also shouldn't share your Remitly Circle Account information with anyone else to allow them to use our Services for you. If you think someone else may have accessed your Remitly Circle Account without your permission, notify us as soon as possible. Please also be aware that we will never ask for your account or Portal password. For information about how we collect, store, use, and share your information, please see our [Privacy Policy](#).

How to contact us for complaints, disputes, or other issues. We hope you love using your Remitly Circle Account and that the Services we provide to you always meet your expectations. If we don't meet your expectations, please call us at **1-844-604-0924** or chat with us in our Mobile App first to see if we can work things out. If you would like to stop using our Services at any time, please close your account in our Mobile App or contact us to assist you.

THIS AGREEMENT INCLUDES AN AGREEMENT TO RESOLVE DISPUTES BY ARBITRATION ON AN INDIVIDUAL BASIS. This means that if you and we cannot resolve a Claim (defined below), we must arbitrate such Claim on an individual basis. See the [Agreement to Arbitrate](#) section below.

Other Agreements and Policies you must follow. As part of our services, we require that you accept our (i) [Privacy Policy](#), (ii) [Remittance Transfer Terms](#), (iii) [Cookie Policy](#); and (iv) [E-Sign Disclosure and Consent Notice](#).

Please read this Customer Agreement carefully.

1. ABOUT THIS CUSTOMER AGREEMENT

1.1 About us. Hello. We're Remitly Inc., also referred to as **Remitly, we, us** and **our** in this Agreement, and are a company registered in Delaware with our headquarters in Seattle, WA. We also refer to **Remitly Group** in this Agreement, which means Remitly and other companies within our corporate group. The **Remitly Circle Account** is a stored value account brought to you by Remitly.

1.2 About you. When we say **you** or **your** in this Customer Agreement (also called the **Agreement**), that means you as the primary account holder and user of the services we offer (our **Services**). You must live in the United States (**US**) to use the Services.

1.3 About this Customer Agreement. This Agreement describes the terms and conditions for how we provide and how you can use the Services. Please read this Agreement and make sure you are happy with its terms before you use the Services. Once you accept the electronic version of this Agreement, this Agreement becomes legally binding on you. Do not use our Services if you cannot agree to something in this Agreement. If you don't understand something or want more information, please take a look at the information on our website or mobile application (**Mobile App**) or contact us at **1-844-604-0924**.

1.4 Defined terms. Capitalized terms in this Agreement have a specific meaning. Their definition is explained in this Agreement and the defined term will show in bold.

1.5 What rules we follow. We follow the rules and requirements of, and are regulated by, all States and Territories in which we are a licensed Money Transmitter (NMLS #1028236) in the United States, the Office of Foreign Assets Control, which are part of the U.S. Department of Treasury, the Federal Trade Commission, and the Consumer Financial Protection Bureau. We are also registered with the Financial Crimes Enforcement Network (#31000221303796).

1.6 Other agreements you should read. In addition to this Agreement, please make sure that you read and understand our other terms that apply to your use of our Services: (i) [Remittance Transfer Terms](#), (ii) E-Sign Disclosure and Consent Notice, for information about how we collect, use, and share your personal data (iii) [Privacy Policy](#), and (iv) [Cookie Policy](#).

2. COMMUNICATIONS BETWEEN YOU AND US

2.1 How to contact us. You can contact us with questions or request a refund in any of these ways:

1. By chat in our Mobile App;
2. By telephone at **1-844-604-0924**; or
3. By mail at **ATTN: Customer Services, Remitly Circle** 1111 3rd Avenue, 24th Floor, Seattle, WA 98101.

2.2 Contacting us about serious issues. Contact us by telephone immediately if you think you are a victim of fraud or a security breach (for example, if the Services were used from your Remitly Circle Account without your permission or the email address on your Profile (defined below) has been compromised). Once we are notified, we will suspend the use of your Profile

and Portal (defined below) until security issues are resolved. If you think someone is using our Services inappropriately, or if you receive any fake/phishing emails that say they are from Remitly, please forward them to us at abuse@remitly.com. Please be aware that we will never ask for your Portal password. We will contact you using appropriate means if we suspect fraud or security threat to your Profile or Portal.

2.3 Equipment you need to contact us. To contact us through our Mobile App, online, or by email you will need certain equipment. This can be a mobile device, smartphone, tablet, or computer that is compatible with our Services and systems and gives you access to the internet (altogether, **Equipment**).

2.4 How we will communicate with you. You agree that we may communicate with you about your Remitly Circle account and our Services electronically as described in our E-Sign Disclosure and Consent Notice. We do ask that if you use a spam blocker, that you add service@remitly.com and service@info.remitly.com to your email address book or whitelist, so that we can communicate with you via email.

If you provide us your mobile phone number, you agree that Remitly and its affiliates may contact you at that number using autodialed or prerecorded message calls or text messages to (i) service your Remitly Circle Account or (ii) investigate or prevent fraud. We will not use autodialed or prerecorded message calls or text to contact you for marketing purposes unless we receive your prior express written consent. Standard telephone minute and text charges may apply based on your telephone or cellular service provider. You agree that neither Remitly nor your phone carriers are liable for delayed or undelivered messages.

You understand and agree that, to the extent permitted by law, Remitly may, without further notice or warning, monitor or record telephone conversations you or anyone acting on your behalf has with us or our agents for quality control and training purposes or for our own protection. You acknowledge and understand that while your communications with us may be overheard, monitored, or recorded not all telephone lines or calls may be recorded, and we do not guarantee that recordings of any particular telephone calls will be retained or retrievable.

2.5 Information we will share with you. We will provide you with information about:

1. This Agreement and your use of the Services;
2. Disclosures about the Services or Remitly;
3. Customer service communications (including anything related to fraud, security threats or errors / unauthorized use of the Service); and
4. Any other information we are required to provide you by law.

2.6 Language. This Agreement is drafted in the English language and translations may be provided in other languages. If your Equipment is set to another language when you use the Services or read and agree to this Agreement, only the English language version of this

Agreement and the Services will apply. You agree that the English version of the Agreement will control in the event of any inconsistency between the English and translated versions in any dispute related to this Agreement.

2.7 When communications are considered delivered. You will be considered to have received a communication from us, if it's delivered electronically, 24 hours after the time we post it to our website or email it to you. If the communication is delivered by mail, you will be considered to have received it 3 business days after we mail it. A **Business Day** is any calendar day (except for Saturday, Sunday, and federal holidays) and **Business Hours** are from 9:00 am PST to 6:00 pm PST.

3. HOW TO BEGIN USING OUR SERVICES AND OPEN A STORED VALUE ACCOUNT

3.1 If you open a Remitly Circle Account, you will be able to store and receive money into your Remitly Circle Account. You will also be able to send money in your Remitly Circle Account to Remitly's disbursement partners as available in the Mobile App where it can be retrieved through cash pick-up locations and bank accounts. Before you can open a Remitly Circle Account, the law requires us to obtain identity information to prevent money laundering.

3.2 First, complete your Profile. To use our Services, you must create and complete your profile where we will store certain information about you (a **Profile**). We will use the information on your Profile to determine if you are eligible to open a Remitly Circle Account and use our Services by assessing potential fraud and other risks if you use our Services. You are responsible for keeping your mailing address, email address, telephone number, and other contact information complete, accurate, and up-to-date in your Profile. To complete your Profile, you must:

1. Agree to this Agreement;
2. Be at least 18 years old;
3. Live in the United States;
4. Provide us with complete, accurate and truthful information about you and how you will use our Services (including any documents we may reasonably need);
5. Create a password, personal identification number or other security credential (**Security Credentials**) and complete all registration tasks;
6. Complete eligibility requirements or other actions that we, our or your Service Providers (defined below) may need to allow you to access and use the Services; and
7. If you registered on our website, download our Mobile App.

3.3 Current Remitly Customers: If you are already a Remitly customer, by entering this Agreement you give us permission and authorize us to use your current Remitly profile

information, including Payment Instrument method information, to assist you in completing your Remitly Circle Profile.

3.4 If you meet our eligibility requirements and all terms and conditions of this Agreement, your Remitly Circle Account will be opened.

3.5 Next, access your account through the Portal. After you create your Profile, you can access a personalized portal on our website or Mobile App (the **Portal**). Please be aware that the Portal is a tool through which you can access your Remitly Circle Account and send money.

4. GENERAL REQUIREMENTS FOR OUR SERVICES

4.1 Use our Services only for yourself. You are allowed to create only one Profile for your own use, and we may limit the number of email addresses and **Payment Instruments** that are associated with your Profile. A Payment Instrument is, for example, a debit or credit card, bank account, or a mobile application to make payments. You must not create a Profile or use our Services for another person. However, you will be allowed to share your Remitly Circle Account with certain Authorized Users as detailed below.

4.2 No business purposes. Our Services are only available to consumers, which means individuals who use our Services for personal reasons, and not for their business and profession. You must not use our Services for any business-related purposes, otherwise we may stop you from using our Services without any further responsibility to you.

4.3 Information you share. All information you provide us must be accurate, complete and up- to-date. This also means you must notify us and update your Profile if your information changes in the future. If you move outside of the United States, you may need to accept a different Remitly User Agreement for your new location and some of our Services may not be available.

4.4 Your Service Providers. To use our Services, you may need to enter into agreements with third party service providers (**Service Providers**), such as your Payment Instrument issuer, internet service provider, mobile device manufacturer and network operator, who provide your Equipment. You agree to comply with any agreements you enter into with Service Providers that are related to your use of our Services. We take no responsibility for any obligations you may have in your agreements with your Service Providers.

4.5 Restricted persons and territories. By law, we cannot provide our Services in certain countries and to certain individuals. You must not use our Services if you are located in, or want to send money to, a region where we are legally prohibited from providing the Services. For more information about this, please see the Specially Designated Nationals and Blocked Persons list

and all other sanctions lists administered by [OFAC on its website](#).

5. USING OUR SERVICES SAFELY

5.1 Authenticating your Profile and Portal. You may need to follow instructions to authenticate and successfully log in to your Profile or Portal. This might be confirming your email address and password so we can be sure you are providing us an instruction or logging in to your Profile, rather than someone else.

5.2 Your security responsibilities. We use different security measures to make sure that your information is safe and protected. However, you also have the following security responsibilities:

1. Make sure your Profile and Portal are not misused;
2. Keep your Equipment and Security Credentials safe;
3. Follow any security instructions we tell you about;
4. Make sure the information you share with us to use the Services doesn't contain viruses, malware or other harmful objects; and
5. Don't use our Services on Equipment that has been changed against the Equipment manufacturer's guidelines.

5.3 Fingerprint access. We may allow you to scan your fingerprint on your Equipment to access the Services (for example, "TouchID"). If this functionality is available to you and you want to use it, you must download the Mobile App on your Equipment and allow the Mobile App to scan your fingerprint. You should make sure that only your fingerprint and face are registered on your Equipment to prevent accidental and unauthorized payments from another person.

5.4 Suspending the Services. We may need to suspend access to the Services to:

1. Deal with technical problems or make minor technical changes;
2. Update the Services to reflect changes in laws or regulatory requirements;
3. Make other changes to the Services which we have notified you about; or
4. Carry out maintenance, which we will try to notify you about in advance if it may impact services.

We are not responsible for any financial losses you may suffer if our Services are unavailable because of these reasons.

5.5 Restricted activities. When using our Services, there will be certain activities that are not allowed because they might compromise the security and safe use of our Services for other Remitly Circle customers. These restricted activities, and actions we can take if you engage in a restricted activity, will be described in the additional terms and conditions that apply to a particular Service.

In connection with the use of our Services, website, or Portal, other customers, Authorized Users, or third parties, you may use our Services only for lawful purposes and must not:

1. Breach this Agreement, or any other agreement between you and Remitly;
2. Provide false, inaccurate, or misleading information;
3. Refuse to cooperate in an investigation or provide confirmation of your identity;
4. Use an anonymizing proxy;
5. Provide yourself a cash advance from your credit card (or help others do so);
6. Use any automatic device, or manual process to monitor or copy our website;
7. Violate any law or assist others in doing so;
8. Act in a manner that is defamatory, trade libelous, threatening, or harassing;
9. Access our Services from a country that is on the U.S. Government sanctions list;
10. Interfere with, disrupt, or attempt to interfere with or disrupt our website, Portal, software, and systems related to our Services; and
11. Harass and/or threaten our employees, agents, or any others.

If we determine that you are, or may have engaged in any activities that violate this section or any part of this Agreement, or any other agreement you enter with us, we may take any of the following actions:

1. Limit and/or close or suspend your Remitly Circle Account;
2. Refuse to provide our Services to you in the future;
3. Take legal action against you; and
4. Update any information from you that is inaccurate to be accurate.

Please be aware that if we are notified by a court of competent jurisdiction or receive other legal process affecting you or your Remitly Circle Account, or if we determine that we are required to do so to comply with applicable laws, we may be required to take certain actions, such as holding your funds, suspending or limiting your Remitly Circle Account, or releasing funds from your Remitly Circle Account as so directed. We will take the appropriate action, at our discretion. However, unless we are prohibited by law or believe doing so will put us or any others at risk, we will notify you of the action to be taken.

6. ADDING AND HOLDING MONEY

6.1 Adding money. You may add or load money to your Remitly Circle Account from any Payment Instrument that we accept. Each time you instruct us to add funds from your Payment Instrument to your Remitly Circle Account balance, you authorize us to immediately debit or charge the Payment Instrument specified by you at the time of the transfer for the amount instructed. Depending on your location only certain Payment Instruments might be available for your use.

6.2 Providing Payment Instrument Details. You must provide your Payment Instrument details, such as any card details, including your card number, full name as shown on the card, expiration date, and CVV or CVC or security code, and address. By adding money via any Payment Instrument, you attest that the Payment Instrument details are correct and that you are authorized to access and use such Payment Instrument. There are single transaction and monthly limits on the amount you can add to your Remitly Circle Account balance. These limits can be found in your Profile under account limits in your Mobile App.

6.3 Storing Payment Instrument Information. You also agree and authorize us to store your Payment Instrument information for your convenience and future use. We will store this information securely. Payment instruments previously added to your Remitly account may be available for your use through the Remitly Circle app to add or load money.

6.4 Payment Instrument requirements. In addition to other requirements described herein, all Payment Instruments must not be expired. You authorize us to verify your Payment Instrument is in good standing by submitting a test payment request for a low value amount and carrying out checks with your Payment Instrument issuer. We will follow your Payment Instrument issuer and any payment scheme rules when completing test payments and will refund you any test payment amounts.

6.5 Crediting Funds. We will credit your Remitly Circle Account once we have received your money. We will also send you confirmation of your transaction in accord with our electronic communications policy. Depending on the Payment Instrument, we may, in our sole discretion, choose to credit the money to your Remitly Circle Account prior to receipt of funds. Any such credit prior to receipt of funds is subject to our right of reversal. This means that if your money does not reach us within a reasonable time, we may deduct that amount from your available balance. If you do not have enough money in your Remitly Circle Account to meet this reversal, we reserve the right to demand repayment pursuant to the law.

6.6 Holding money. All money held in a Remitly Circle Account is a fiat currency and not cryptocurrency or any other form of asset. Currently, you may only hold funds in the U.S. Dollar in your Remitly Circle Account. Remitly is not a bank and your Remitly Circle Account is not a bank account. Your Remitly Circle Account is a stored value account. We use only state and federally chartered and regulated banks to hold your money. The value held as a balance in your Remitly Circle Account represents an unsecured claim against Remitly and is not insured by the Federal Deposit Insurance Corporation. We may place customer funds in liquid investments authorized by state regulators and in accordance with state money transmitter laws. Remitly owns the interest and other earnings on these investments, if any. We will not use the Remitly Circle Account balances held on behalf of customers for any operating expenses or other corporate purposes.

6.7 Transferring and Withdrawing Money from your Remitly Circle Account. You may transfer or send money that you have added to your Remitly Circle Account to recipients in the countries available in the Mobile App (such transaction, a **Transfer**). Transfers are made when money is sent via a remittance from either the Primary Customer's Remitly Circle Account or from a shared account where funds are accessible by the Authorized User to Remitly's available disbursement partners for a recipient's cash pick-up and bank deposit. We will work to increase these options to include cash delivery and mobile wallet deposit. Through our extensive network of disbursement partners, we will make money available to recipients in local currency or where applicable other currencies, such as the US Dollar (**USD**). You may also request that we withdraw money from your Remitly Circle Account back to you (such transaction, a **Withdrawal**). In the event of a Withdrawal, we will return money to the Payment Instrument you initially used to add funds to your Remitly Circle Account. There are single transaction and monthly limits on the amount you can withdraw from your Remitly Circle Account balance. These limits can be found here. We will always ensure that you have at least one Payment Instrument payout method available to you to conduct a Withdrawal of money from your Remitly Circle Account, unless we are prohibited to do so by applicable law. Once your Transfer or Withdrawal is complete, we will provide you with confirmation in accordance with our electronic communications policy.

To protect us, you, and other customers from loss, you understand and agree that your Remitly Circle Account is subject to Transfer limits. You also agree that we may delay a Transfer or Withdrawal, in certain circumstances, including if we need to confirm that you have authorized the Transfer or Withdrawal or when your deposit is subject to a reversal or chargeback. If we place a hold on your Transfer or Withdrawal, we may request and require you to provide additional information and documentation to us before we complete the Transfer or Withdrawal.

Unless otherwise noted, you are solely responsible for all funds necessary to complete any transactions initiated through your Remitly Circle Account. You agree to reimburse us for any fees, costs, or expenses we incur as a result of insufficient or unavailable funds in connection with any transaction you initiate through our Services.

6.8 Fees for Adding, Transferring, or Withdrawing Money from your Remitly Circle account. Currently, we don't charge any fees for adding, transferring, or withdrawing money from your Remitly Circle Account. We also do not charge any fees for accessing the Portal in a particular way, such as on the Mobile App.

6.9 Taxes. You agree to comply with applicable tax laws when using the Services, including any reporting obligations and paying taxes that become due when you use our Services.

6.10 You're responsible for Service Provider fees. Your Service Providers may charge you additional fees when you use our Services. For example, some credit card issuers may charge you additional fees and interest because they treat using your credit card for some of our

Services as a "cash advance". Other fees for which we are not responsible include third-party fees, such as charges imposed by your Payment Instrument issuing financial institution or bank for overdraft, not sufficient funds, or ATM withdrawals. You are solely responsible for all fees charged by your Service Providers in connection with your use of our Services.

6.11 Authorized Users. Any individual which you allow to use the Services through your Remitly Circle Account and which sets up a unique profile is considered an authorized user (**Authorized User**). The Authorized User must be invited by you, create an Authorized User Profile, and meet all Authorized User terms and conditions (**Authorized User Agreement**). To access our Services, each Authorized User must set up an Authorized User Profile by providing certain identifying information to us, which must be approved by us. You must segregate a portion of your money to be used by you and your Authorized User (each, a "**subaccount**"). You may have up to 5 Authorized User subaccounts with 1 Authorized User per subaccount. The total amount of money you designate for each sub account cannot collectively exceed the total balance of your Remitly Circle Account. The money held in the Authorized User subaccount will remain your money and you can close the subaccount at any time by contacting us in the Mobile App via chat or by telephone at 1-844-604-0924. You may only close a subaccount with a \$0 balance. Money not available for use by you or your Authorized Users includes money allocated for pending transactions. You agree that you have authorized or pre-approved any Transfer or Withdrawal request made by an Authorized User. You must think carefully before you allow anyone to become an Authorized User. Once you invite an Authorized User to use our Services through one of your subaccounts, you authorize us to add this user to take certain actions, such as requesting pre-approved remittance transfers or, if allowable by law, to access on your behalf any funds contained in this subaccount.

Authorized User permissions. You agree and authorize the Authorized User to do the following:

1. Request a Transfer from the subaccount of any amount of money in the subaccount to be sent to the Authorized User via any of Remitly's available disbursement partners for the Authorized User's cash pick-up, bank or mobile wallet deposit, or cash delivery;
2. Request a Transfer from the subaccount of any amount of money in the subaccount to a third party recipient, with the money sent to any of Remitly's available disbursement partners for cash pick-up, bank or mobile wallet deposit, or cash delivery;
3. Access and view certain subaccount information, such as deposit, and Transfer, and Withdrawal history;
4. File disputes or errors on your behalf regarding Transfer and Withdrawal transactions requested by the Authorized User; and
5. Contact Customer Support for assistance as necessary, including to file errors and unauthorized transaction notifications.

You agree that you are responsible for ensuring that your Authorized Users are aware of, and comply with, your obligations under Sections 4 (General Requirements for Our Services) and 5 (Using Our Services Safely) of this Agreement. You agree to be liable for all Requests to Transfer

or Transfers made by the Authorized User, as well as any breach by the Authorized User of the Authorized User Agreement. You further agree to be liable for any fees and charges resulting from any transaction by an Authorized User, or any other financial charges and legal liability that an Authorized User may incur in connection with the use of the Services.

Adding money to the Authorized User subaccount. Only you may put money into your subaccount by directly depositing money into your chosen subaccount.

Disclosures for Authorized User transactions. You also assign and delegate your authority and obligation to review any prepayment or pre-send disclosures related to Requests to Transfer or Transfers initiated or requested by the Authorized User. Notwithstanding this delegation, you will have access to view all transactions from the subaccount from your Portal. This assignment shall not limit or modify any other rights or permissions, including your rights related to cancelation or error resolution for any Transfer.

7. DURATION AND ENDING THIS AGREEMENT

7.1 Duration of this Agreement. This Agreement starts when you accept the electronic version of this Agreement or begin using the Services (such as when you register for the Services on our website or our Mobile App). In either case, that is the **Start Date**. This Agreement will continue until it is terminated by you or us. There is no minimum period for how long this Agreement will continue.

7.2 How to end this Agreement for any reason. You can terminate this Agreement at any time and for any reason by contacting us by telephone at **1-844-604-0924** or by chat in your Mobile App and closing your Profile.

We can also terminate this Agreement at any time and for any reason by giving you at least 15 days' notice. We can terminate this Agreement immediately if you violate these terms or any of our policies, including our restricted activities.

7.3 What happens when this Agreement ends. When this Agreement ends:

1. You must immediately stop using the Services;
2. You are still responsible for paying us any and all fees owed to us before the Agreement ended;
3. All licenses provided to you under this Agreement will immediately end;
4. We can delete all of your information and Remitly Circle Account data that we stored for your use of our Services (except if we are required by law to retain it for a certain amount of time); and
5. We are not liable to you or any third party for any issues arising from your inability to access the Services or for deleting your information or Remitly Circle Account data.

7.4 Terms that will still apply. Any sections of this Agreement that are necessary to enforce the purpose of this Agreement after it has ended, will continue to remain in effect after this Agreement ends.

8. CHANGES TO OUR SERVICES OR THIS AGREEMENT

8.1 Changes to our Services. We might offer new services or updates to existing Services, such as maintenance, resolving security threats, new help content, bug fixes, upgrades or other General Changes (defined below) to the Services. We may also require you to update digital content (like our Mobile App), but any updates will match the description we provided you when you initially used it. This Agreement applies to all additional services described in this section, but we may also inform you of additional terms and conditions that will apply when we make those services available.

8.2 General Changes to this Agreement. We may make one of the below **General Changes** to this Agreement in the future, to do the following:

1. Make a change that will either benefit you or will not negatively affect your rights and obligations under this Agreement;
2. Correct errors, omissions, inaccuracies or ambiguities;
3. Reflect changes to the structure of our business or the Remitly Group;
4. Explain service differences because of new IT or other processes in our business;
5. Reflect changes in other Remitly customers' demands or requirements;
6. Reflect changes to law or regulation;
7. Make sure we follow standard practices in our industry that improve consumer protections;
8. Reflect changes to our agreements with our third party service providers; or
9. Reflect legitimate internal cost increases or reductions that we pay when providing a particular Service.

8.3 Material Changes to this Agreement. We also may make a **Material Change** to this Agreement, which is a change that:

1. May negatively affect your rights and obligations under this Agreement;
2. Is required so that we can comply with our legal and/or regulatory requirements; or
3. Relates to a new product or service or changes to an existing Service.

8.4 How we will notify you about changes. We will notify you if we make a General Change to this Agreement by posting a new version of this Agreement on our website and Mobile App with the date it was updated. We will notify you at least 21 days before we make a Material Change to this Agreement. You are considered to have accepted the new version of this Agreement if you continue to use our Services after the new version is posted on our website, or after the Material Change notice period ends.

8.5 If you disagree with any changes. If you do not agree with any change to this Agreement, you can stop using our Services and end this Agreement completely by closing your Profile and contacting us by telephone at **1-844-604-0924** or by chat in your Mobile App.

9. INTELLECTUAL PROPERTY

9.1 Our intellectual property. The Services, including the content of our websites, Mobile App, text, graphics, logos and images, and any other Remitly copyrights, trademarks, logos and product and service names, are owned exclusively by us, a member of the Remitly Group or one of our partners. We authorize you solely to view and keep a copy of the pages of our website or Mobile App for your personal and non-commercial use.

9.2 Your license grant. If you use our software when using the Services, then we and our licensors grant you a license to the software only to use it and the Services consistent with the terms of this Agreement. This license is personal to you only, and is limited, non-exclusive, revocable, non-transferable and non-sublicensable. This Agreement does not give you any other rights or licenses in or to our intellectual property at any time, whether those intellectual property rights exist now or are created in the future.

9.3 Restrictions when using our intellectual property. When using our Services, you agree not to:

1. Remove or change any author, trademark or other proprietary notice displayed on our website or Mobile App (or printed pages of them);
2. Display, use, copy, or modify our intellectual property in a way that is not expressly allowed by this Agreement; or
3. Infringe our or a third party's intellectual property or privacy rights.

9.4 Sharing your Feedback. If you provide us with suggestions, feedback or reviews (**Feedback**) about the Services, you agree to legally transfer all rights, title and interest in and to Feedback to the Remitly Group. We can use Feedback without any restrictions, such as for marketing or business purposes. You also agree to provide us with assistance if necessary to make sure the Remitly Group validly owns Feedback.

10. OUR DISCLAIMERS

10.1 General disclaimer of the Services. We try to make sure the Services are functioning correctly and transactions are processed in a timely manner, but we make no representations or warranties regarding the time needed to complete processing any given transaction because our Services are dependent on many factors outside our control. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary state to state. Consistent with federal law, you may use our error resolution process described

below to notify us of the issue and you may be entitled to remedies under federal law including a refund of certain fees, if any apply.

10.2 We are also not responsible for any viruses or harmful technologies that may affect our website, Mobile App or Services.

10.3 Free digital content. If we provide you digital content (such as our Mobile App) free of any costs, it is provided "as is" without any warranties. We are not responsible for any loss or damage you may suffer from using this free digital content.

10.4 Commercial transactions. Because you should not use our Services for any business-related purposes, we are not responsible for the quality or delivery of any goods or services you purchase using our Services. We are also not responsible for mediating disputes or enforcing any underlying arrangements you have with another person, including any Authorized Users, associated with your use of the Services.

10.5 Your use of Service Providers. We do not guarantee and are not responsible for the accuracy, completeness or usefulness of any Service Providers you use with our Services. It is your choice to use any Service Provider, and we cannot guarantee that our Services will be compatible with your Equipment. We strongly encourage you to research your Service Providers before using them with our Services.

10.6 Data security measures. We take measures to protect your personal data, but we cannot guarantee that unauthorized third parties will not be able to defeat those measures and access your personal data. Any personal data you provide us is at your own risk.

10.7 Third party websites and content. Any external links to other websites or a third party's content available on our website is provided as a convenience and available at your own risk. We do not endorse, control or have any responsibility for the accuracy, completeness, legality or any other aspect of a third party's website or content.

11. LIABILITY FOR UNAUTHORIZED TRANSACTIONS

11.1 To protect yourself from unauthorized activity in your account, you should regularly log into your Remitly Circle Account and review your account statements. Your transaction history is available in the Mobile App and you may call Customer Support to get your balance and an email copy of your transaction history. All transaction information for you and your Authorized User(s) will be available in the Mobile App. Transaction receipts can also be found in the Mobile App. We will notify you of each transaction through the Mobile App. You must have one available means of communication selected to use the Mobile App. Please review these transaction notifications to ensure that you authorized each transaction and that it was accurately completed.

11.2 By law, certain protections are afforded to you in connection with unauthorized activity in your Remitly Circle Account. We will provide certain protections to you as long as you cooperate with us and follow the procedures described below.

11.3 What is an Unauthorized Transaction. An **Unauthorized Transaction** occurs when money is sent from your account that you did not authorize and that did not benefit you. For example, if someone steals or fraudulently obtains your Security Credentials (or the Security Credentials of your Authorized User), uses the Security Credentials to access funds in your account, and sends a payment using those funds, an Unauthorized Transaction has occurred.

11.4 What is not considered an Unauthorized Transaction. It is not an Unauthorized Transaction if you grant authority to someone to use your account (by giving them your login information or making them an Authorized User) and they exceed the authority you gave them. You are responsible for transactions made in this situation unless you have previously notified Remitly that you no longer authorize transfers by that individual.

11.5 Reporting an Unauthorized Transaction. If you believe your login information has been lost or stolen, please contact Remitly Customer Support *immediately* by the Mobile App or call **1-844-604-0924** or write: Remitly, Inc., Attn: Disputes, Remitly Circle 1111 3rd Avenue, 24th Floor, Seattle, WA 98101.

11.6 Tell us as soon you believe that an electronic fund transfer has been made without your permission using your login information or by other means. This will help prevent further loss.

Please tell us as soon as possible if you believe that an electronic fund transfer has been made without your permission using your account information. Telephone or chat in the Mobile App is the best way of keeping your losses down. If you tell us within 2 business days after you learn of the loss or theft of your account information, you can lose no more than \$50 if someone used your account without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your account information, and we can prove we could have stopped someone from using your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was made available to you, you may not get back any money you lost after the 60 days if we can prove that we have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) keeps you from telling us we will extend the time periods.

12. ERRORS AND ERROR RESOLUTION; OUR LIABILITY

12.1 Applicability. This Section 12 applies to both transactions initiated by you and your Authorized Users.

12.2 Error Resolution. An **Error** means the following:

1. An Unauthorized Transaction.
2. When money is either incorrectly taken from your Remitly Circle Account or incorrectly placed into your Remitly Circle Account, or when a transaction is incorrectly recorded in your Remitly Circle Account.
3. An incorrect amount is credited to or debited from your Remitly Circle Account.
4. A transaction is missing from or not properly identified in your account statement.
5. We make a computational or mathematical error related to your Remitly Circle Account.
6. You request receipt or account statement documents that we are required to provide to you.
7. You request additional information or clarification concerning a transfer to or from your Remitly Circle Account, including a request you make to determine whether an error has occurred.
8. You request documentation or other information, unless the request is for a duplicate copy for tax or other record-keeping purposes.

12.3 What is not considered an Error. The following are not considered Errors:

1. If you give someone access to your Remitly Circle Account (by giving them your login information and Security Credentials) and they use your Remitly Circle Account without your knowledge or permission. You are responsible for transactions made in this situation.
2. Invalidation and reversal of a payment as a result of a refund, reversal, and chargeback.
3. Routine inquiries about the balance in your Remitly Circle Account.
4. Requests for duplicate documentation or other information for tax or other recordkeeping purposes.

12.4 In case of Errors or questions about your electronic transfers. Reach out to us in your Mobile App by chat, call us at **1-844-604-0924**, or write to us at Remitly, Inc., Attn: Disputes, Remitly Circle 1111 3rd Avenue, 24th Floor, Seattle, WA 98101.

Please tell us as soon as you can, if you think your account statement or receipt is wrong or if you need more information about a transfer listed on the account statement or receipt. You will have better protection if you tell us no later than 60 days after we make the first account statement available to you in the Mobile App on which the problem or error appeared. **Here is the information that we need from you:**

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your error or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will give what is known as provisional credit to your account within 10 Business Days for the amount you think is in error. You will be able to use this money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Balance Account.

For errors involving new accounts, point-of-sale transactions, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, instead of 10 Business Days, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation, and we will provide them to you.

12.5 Our Liability. If we do not complete a transaction to or from your Remitly Circle Account on time or in the correct amount in accordance with these Terms, we may be liable up to the amount of your transaction. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you have insufficient funds in your Remitly Circle Account to complete the transaction;
2. If your funds are subject to legal process or other encumbrance that restricts transfers;
3. If our website or Mobile App was not working properly and you knew about the breakdown when you started the transaction;
4. If circumstances beyond our control prevent the transaction, despite reasonable precautions that we have taken.

13. REMITTANCE TRANSFER ERRORS

13.1 What is a remittance transfer error. You may be protected against certain errors when you send money from your Remitly Circle Account through Remitly's Services to one of our

disbursement partners using your Remitly Circle Account. Please see [Remitly's Error Resolution Process](#) for errors relating to Transfers. Such error resolution procedures apply to errors involving Transfers, with a few exceptions: if an error involves an Unauthorized Transaction, or if a Transfer is omitted or improperly identified in your account statement, then the previous section relating to errors and error resolution applies, even though it involves a Transfer. For any other errors, including those involving adding money to your Remitly Circle Account, or Withdrawals, please see the error resolution procedures in the preceding sections.

13.2 Refunds. You can cancel your transaction at any time prior to its completion by calling us at **1-844-604-0924**. Completion means that your recipient claimed the money you sent either through cash pick-up, home delivery, or bank account deposit. Upon receipt of a cancellation request, we may confirm with our Service Providers to determine whether the transaction has been completed prior to initiating a refund.

The Transaction Amount will not be refunded after completion. If, however, you are not satisfied with our service for any reason we will always refund the fee amount. All refunds will be credited to the same Payment Instrument used to pay for the Transaction. For example, your Remitly Circle Account. Refunds are only made in U.S. dollars and will not be adjusted to account for changes in the value of the U.S. dollar or foreign currency from the time your Transaction was submitted. Please note that residents of certain jurisdictions may have certain refund rights and complaint procedures, as described here:

Washington. As a Sender located in the state of Washington, you are entitled to a refund of all moneys received for transmittal within ten days of receipt of a written request for refund unless any of the following occurs:

- The monies have been transmitted and delivered to the recipient prior to receipt of the written request for a refund;
- Instructions have been given committing an equivalent amount of money to the person designated by the customer prior to receipt of a written request for a refund;
- Remitly, or its authorized delegate has reason to believe that a crime has occurred, is occurring, or may potentially occur as a result of transmitting the money as requested by the customer or refunding the money as requested by the customer; or
- Remitly is otherwise barred by law from making a refund.

Texas. As a Sender located in the state of Texas, you are entitled to cancel a transaction, and receive an immediate refund of all money charged for the remittance, including any fees paid to Remitly, within thirty minutes of receiving a receipt, unless the intended recipient of the transaction has received the funds, or its equivalent.

If you have a complaint first contact the consumer assistance division of Remitly, Inc at 1-844-604-0924, if you still have an unresolved complaint regarding the company's money transmission or currency exchange activity, please direct your complaint to: Texas Department of Banking, 2601 North Lamar Boulevard, Austin, Texas 78705, (877) 276-5554 (toll free), www.dob.texas.gov.

13.3 Complaints. Although we encourage you to share with us any concerns or questions you may have about our service, including your account or a specific transaction, you may also want to contact the money transmitter licensing authority in your state. [Information about how best to do that can be found here.](#)

For Alaska Residents Only:

If your issue is unresolved by **Remitly, Inc at 1-844-604-0924**, please submit formal complaints with the State of Alaska, Division of Banking & Securities.

Please download the form here:

<https://www.commerce.alaska.gov/web/portals/3/pub/DBSGeneralComplaintFormupdated.pdf>

Submit formal complaint form with supporting documents:

Division of Banking & Securities PO Box 110807 Juneau, AK 99811-0807

If you are an Alaska resident with questions regarding formal complaints, please email us at dbs.licensing@alaska.gov or call Nine Zero Seven Four Six Five Two Five Two One

For New York residents:

Remitly Inc. is licensed and regulated as a money transmitter by the New York State Department of Financial Services.

New York customers can direct unresolved complaints to:

Consumer Assistance Unit
NYS Department of Financial Services
One Commerce Plaza
Albany, NY 12257

Tel: 1-877-BANK-NYS (1-877-226-5697)

Website: <http://www.dfs.ny.gov/consumer/fileacomplaint.htm>

14. INDEMNITY

14.1 Except to the extent otherwise provided by the Electronic Fund Transfer Act and Regulation E thereunder, 12 C.F.R. § 1005.1 et seq., you agree to indemnify and hold Remitly, Service Providers, and their respective subsidiaries, officers, agents, partners, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your or your Authorized Users' use of the Service, your or your Authorized Users' connection to the Service, your or your Authorized Users' violation of this Agreement or the Authorized User Agreement (as applicable), or your or your Authorized Users' violation of any rights of another.

15. LIMITATION OF LIABILITY

15.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL REMITLY, SERVICE PROVIDERS, OR THEIR RESPECTIVE SUBSIDIARIES, OFFICERS, AGENTS, PARTNERS, OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES BEYOND THE SUM OF \$500.00 (IN ADDITION TO REFUNDING THE TRANSACTION AMOUNT AND SERVICE FEES), INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF REMITLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM NEGLIGENCE ON THE PART OF REMITLY, DISBURSEMENT PARTNERS, OR THEIR RESPECTIVE SUBSIDIARIES, OFFICERS, AGENTS, PARTNERS, OR EMPLOYEES. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THE PRECEDING SENTENCE LIMITS THE MONETARY REMEDIES YOU ARE OTHERWISE ENTITLED TO UNDER 15 U.S.C. § 1693m(a).

16. DISPUTE RESOLUTION AND GOVERNING LAW

16.1 Dispute Resolution. **THIS SECTION AFFECTS YOUR RIGHTS, PLEASE READ CAREFULLY BEFORE AGREEING TO THIS AGREEMENT.** If a Claim between you and Remitly arises in connection with this Agreement, we both agree to try to resolve the dispute informally if possible. As used in this Agreement, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you and Remitly relating to or arising out of this Agreement, and/or the activities or relationships that involve, lead to, or result from this Agreement. Please report any Claim to our Customer Support team via your Mobile App chat support, **1-844-604-0924**, or Remitly, Inc., Attn: Customer Support, Remitly Circle 1111 3rd Avenue, 24th Floor, Seattle, WA 98101. Notwithstanding the above, before beginning arbitration or a lawsuit, you agree that you shall send a notice (Claim Notice) to us at Attn: Legal, 1111 3rd Avenue, 24th Floor, Seattle, WA 98101.

16.2 Arbitration. You and Remitly agree that any Claim will be settled by individual binding arbitration, except that each party retains the right to bring an individual action in small claims court. If a party elects arbitration, that party will initiate such arbitration through either JAMS or

AAA, which are established alternative dispute resolution (**ADR**) providers. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; (c) the arbitrator may not consolidate more than one person's Claims, and may not otherwise preside over any form of any class or representative proceeding; and (d) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

16.3 JURY WAIVER AND CLASS ACTION WAIVER. YOU ACKNOWLEDGE AND AGREE THAT YOU AND REMITLY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

16.4 Costs and Fees. If your Claim does not seek an award of more than \$75,000, Remitly will pay the fees associated with arbitration unless the arbitrator finds that either the substance of your Claim or the relief sought to be frivolous or brought for an improper purpose. If you prevail in arbitration you may be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Remitly will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration unless the arbitrator finds that either the substance of your Claim or the relief sought to be frivolous or brought for an improper purpose.

16.5 Opt-out. You may opt-out of this arbitration clause by notifying us of your affirmative opt-out in writing within 30 calendar days after accepting this Agreement by sending us a notification via mail as follows: Remitly, Inc., **Attn: Legal**, 1111 3rd Avenue, 24th Floor, Seattle, WA 98101.

16.6 Governing Law. This Agreement shall be governed by, and all Claims resolved in accordance with, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the laws of Washington, except that body of law governing conflicts of laws, and all activities performed in connection with the Service shall be deemed to have been performed in Washington.

16.7 Forum for Claims. Except as otherwise provided in this Section, we agree that Claim must be resolved by a court located in King County, Washington. You agree to submit to personal jurisdiction of the courts located within King Country, Washington for purposes of litigating all such Claims.

17. OTHER PROVISIONS

17.1 No Waiver. The failure of Remitly to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the

Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give appropriately valid effect to the intention of the Agreement as reflected in the provision, and the other provisions of the Agreement shall remain in full force and effect.

17.2 Force Majeure. We shall not be liable for any failure or delay in the performance of the Services to the extent such failure or delay is caused by matters beyond our reasonable control, including, without limitation: changes in applicable laws; closure or unavailability of required physical and network infrastructure; sovereign default; power or internet failure; civil unrest; war; and earthquake, fire, flood, or other natural disasters.

17.3 Unclaimed Property. If your Remitly Circle Account is inactive for an extended period of time it may be deemed “unclaimed” or “abandoned” under applicable law. If this occurs, we will provide you with notice as required by applicable law. If funds still remain in your Remitly Circle Account, we will escheat such funds as required by applicable law.

17.4 Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you and any attempted transfer or assignment will be null and void.

17.5 Conflicts. Unless otherwise noted herein, in the event of a conflict between this Agreement and any other agreement you may enter with Remitly or another member of the Remitly Group, the terms of this Agreement shall prevail.

Updated: March 5, 2024