# Key Service Information

Last updated: 28 October 2019

The following information is a summary only of certain key matters which relate to your use of our Services and does not form part of our User Agreement. This information is valid on and from the date it was last updated (as set out above). Our offer to you to use our Services applies for as long as we allow users to access, register or otherwise use our Services.

Capitalised words mentioned below have the same meaning as set out in our User Agreement. Please refer to our User Agreement for full details of each of our rights and obligations when using the Services.

Remitly Europe Limited, trading as Remitly, is regulated by the Central Bank of Ireland. Remitly Europe Limited is registered in Ireland  under company number 629909.

The language agreed between us

We conclude the User Agreement in English. By agreeing to our User Agreement, you consent to us providing our Service in the English language and also to us communicating with you in English.

For your convenience, we may provide this document in other languages. The Lithuanian version of this document is available [here][https://www.remitly.com/lt/en/home/key-service-information]. In the event there is any inconsistency between the English version of this document and the translated text, only the English text shall be binding.

If you do not agree to the above, please do not access or use our Services.

## Foreign Exchange Fluctuation Risk

**1.** A risk of using our Services includes the fact that currencies fluctuate in a manner determined by international financial markets and which are outside our control.

**2.** This means that when you make a payment to us to send money in a different currency to a Recipient, the amount of money that you may pay to make a money transfer on one day may be different to the amount you need to make the same payment on a different day.

**3.** Please also note that the relative strength or weakness of a currency in the past is no indicator as to whether that currency will remain so in the future.

**4.** To give you clarity on the amount of money that is needed to make your payment we will always let you know the rate of exchange used to make your payment at the time you submit a transaction with us.

## Agreeing to our User Agreement and submitting Transactions with us

**1.** To accept and agree our User Agreement you must use a device (such as a computer, smartphone, tablet or other mobile device) that has access to the Internet and which also allows you to store and reproduce the Agreement and other notices we are required to send you when using our Services (such as payment notifications).

**2.** When you are prompted to sign up to our Services and when you submit Transactions, you are provided with the means of checking and amending any errors before they are submitted. You can do this via the keyboard functions of the device you use our Services. Please take the time to read and check your details before submitting them.

**3.** Please note that to read our PDF files we suggest that you install Acrobat Reader 8.0™ or above. It may be that you already have this software on

your device, but if not, you can download a free version via Adobe. If you are accessing this service using screen reading technology that cannot read PDFs, a piece of software that can convert this for you is made available at Access Adobe.

**4.** We make our User Agreement available to you at various times when you use our Services, but it is probably easiest to access a current copy of our User Agreement via the footer of our Website. However, you may request a copy of this Agreement or any other information you are entitled to under law at any time from us while this Agreement has not ended between us.

**5.** Subject to any changes, all communication from us provided to you, will be made in English.

**6.** You can also make a complaint to the Irish Financial Services and Pensions Ombudsman ("FSPO"). The FSPO is an independent, and free service that helps resolve complaints with pensions providers and regulated financial services providers. You may obtain further information regarding the FSPO, the methods by which you can access their services, via www.fpso.ie. The contact details of the FPSO are as follows:

Address: Lincoln House, Lincoln Place, Dublin 2, D02 VH29 Phone: 00 800 55 77 1234 Email: info@fspo.ie. In addition, please note that disputes may also be submitted for online resolution via the European Online Dispute Resolution Platform accessible at: https://ec.europa.eu/odr. Any complaints which you may have in relation to the Services we provide are subject to the jurisdiction of the FSPO.

## Your rights to cancel or stop using our Services

**1.** If you have registered for our Services but you no longer wish to use them you can stop using our Services at any time.

**2.** If you no longer want to be registered with us as a customer, you can close your Profile at any time by contact us by the following methods:

a. our address at 5 George's Dock, Offices 1.10 and 1.11, Dublin 1, D01 X8N7, Ireland; or

b. by visiting our [Contact Us page](https://www.remitly.com/lt/bn/help)

**3.** Under consumer finance on-line contracting laws, you are given a general right to cancel a contract with us — this right starts on the day after you accepted our User Agreement and ends fourteen (14) days thereafter (the "Cooling Off Period").

**4.** If you cancel our agreement within the Cooling Off Period and you have not submitted a Transaction to us within that time, you will not be able to use our Services to send money to Recipients. There is no cancellation fee payable by you in this circumstance.

**5.** If you cancel our agreement within the Cooling Off Period and you have submitted a Transaction to us within that time, we will reimburse you if you cancel your Transaction at any time prior to its "Completion". But please note that we will not re-imburse you at all if we have already "Completed" the Transaction. Completion means that your recipient claimed the money you sent either through cash pick-up, home delivery or bank account deposit. Upon receiving your request to cancel a Transaction we may confirm with our Service Providers to determine if the Transaction was cancelled prior to issuing you with a refund.

**6.** Please also note that under the law there is typically no general right to a "cooling off" cancellation period where, during such a period, the prices depend on the fluctuations in the financial markets which are outside our control (such as is the case with foreign exchange transactions).

**7.** There is no minimum term for the User Agreement. Beyond the Cooling Off Period you may terminate the User Agreement at any time for any reason by closing your Profile by contacting us via our [Contact Us page](https://www.remitly.com/lt/bn/help), or by postal mailing to our address at 5 George's Dock, Offices 1.10 and 1.11, Dublin 1, D01 X8N7, Ireland.

## How you pay us and how we perform our Services

**1.** When you submit a transaction to us, we will let you know of the amount you are required to pay us, including what fees are applicable.

**2.** You may also be liable to us to re-imburse the costs we incur if your Payment Instrument is used illegitimately – for example we may receive a charge from your bank if you try to fund a Transaction from your bank account and there are insufficient funds to make that transfer. The charge we receive will be passed on to you via us. For full details of our fees and charges please refer to our User Agreement.

**3.** We require that you authorise us to collect the above amounts from the Payment Instrument that you register with us (such as your bank accounts and/or debit or credit card) and/or the payment amounts which we process for you.

**4.** We will typically let you know how long it will take for the funds to be made available to your Recipient which will be dependent on a variety of factors (not all of them are within our control). The factors include (without limitation):

The currency and location that the Recipient will receive the funds 2. The payment network and partners we use to process the funds transfer 3. The opening hours and other requirements of the organisation that gives the funds to the Recipient (for example, the extent by which the Recipient has to complete identity checks).

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## Your liability for taxes and third party costs — including when you use our Services via the Internet or your mobile device

**1.** You may need to enter into agreements with third parties to use our

Services. These may include, for example, you entering into agreements with your mobile network operator and/or the organisation that provides you with access to the Internet.

2. These third party service providers may charge you fees or other costs for using our Services which are not imposed nor to be paid via us. These may include fees related to accessing the Internet and using data and SMS messages via your device. We do not charge you a separate charge for using our Services remotely.

3. You are responsible for paying these fees and other costs in the manner that you have agreed to do so.

4. You are also responsible for any other taxes which may become liable when using our Services.

## Is there a compensation scheme that applies when you use our Services?

We treat the handling of your funds very seriously and we are subject to strict regulatory obligations in keeping them safe. As we are not obligated by law to be part of any government compensation scheme, no compensation would be made available under such a scheme if in the unlikely event we were unable to meet our liabilities.

## What law applies?

The laws of Ireland apply to our relationship. All disputes arising out of the User Agreement or the access or use of our Services, shall be submitted to the non-exclusive jurisdiction of the competent court of Ireland. This does not limit your right to file claims at the competent court at your domicile.