

## **Terms and Conditions:**

**Referral Program** The following terms and conditions are (the "Agreement") between the applicable Remitly entity as defined in Section 10 ("Remitly," "we," or "us"), and you ("you" or "your"), the participant in the Remitly Referral Program (the "Referral Program"). Participation in the Referral Program is subject to the terms of this Agreement, Remitly's User Agreement, Privacy Policy, and any other agreements we have in place with you. If you do not agree to the terms and conditions contained within this Agreement in their entirety, you are not authorized to participate in the Referral Program.

### **1. PARTICIPATION IN THE REFERRAL PROGRAM**

You can participate in the Referral Program and earn Rewards subject to your compliance with the terms of this Agreement and the requirements set forth herein. To participate in the Referral Program, you must have a registered account with Remitly. Additional information may be required from you or your Referral for us to establish your identities as a part of our Know Your Customer requirements. You understand that the provision of such information is a requirement of participation in the Referral Program and obtaining any Rewards available.

### **2. REQUIREMENTS FOR VALID REFERRALS**

You shall receive a promotional offer to use on your next transfer with Remitly such as a discount, bonus, fee-free transfer, third party gift card, etc. ("Reward") for each separate person you refer to Remitly who meets all the following conditions ("Referral"):

- a. Your Referral accesses the Remitly service directly from your referral method (e.g., clicking on your unique link) and successfully signs up with Remitly through that link;
- b. Your Referral successfully sends their first transfer with Remitly to a person other than you in a manner that is compliant with our User Agreement and any additional send requirements specified via our services; and
- c. Your Referral's transfer is not canceled (either by Referral or by Remitly).

d. You are not subject to any additional program requirements, restrictions, or limits on your ability to claim a reward which we may add from time to time and which we will provide you with notice of via this Agreement or via our service.

### **3. REWARDS**

The Reward may change from time to time at Remitly's discretion; however, Referrals completed before the change of the Reward will be honored. To prevent fraud or abuse of this Referral Program, we may also apply additional requirements, limits, or restrictions on your ability to claim a Reward which will be notified to you via this Agreement or via our services. Rewards are issued for promotional purposes; they have no cash value and may not be transferred or exchanged for cash or other monetary value.

### **4. PROHIBITED USAGE**

You agree to participate in the Referral Program in accordance with this Agreement. You may not do any of the following, each a "Prohibited Usage" a) Refer existing Remitly customers, including through different identities, logins, registrations, or any other similar methods; b) Refer persons under the age of 18; c) Create multiple identities, logins, or registrations for yourself; d) Refer fictitious, duplicate, fraudulent, or otherwise non-existent people; e) Refer people via a bulk distribution method, distribution to strangers, or in any other manner that would constitute or appear to constitute as unsolicited email, electronic communications, or spam under applicable law or regulation; f) Use the Referral Program for commercial purposes; g) Participate in the Referral Program in any way that would damage or tarnish the Remitly brand, goodwill, or reputation; h) Participate in the Referral Program where doing so would be prohibited by any applicable law, statute or regulations; or i) Use the Referral Program in a questionable manner or in breach of this Agreement, the User Agreement (in any non-trivial way), any other agreements we have in place with you, or in violation of any law, statute or governmental regulation.

Should you engage in activity that we believe, in our sole discretion, constitutes a prohibited usage or otherwise breach this Agreement, you are not eligible and will not qualify for a Reward for your Referral's subsequent money transfers with Remitly. Remitly reserves the right to void any Referral or delivery of Rewards that: (i) appears to be fraudulent; (ii) appears to have been created as a result of a fraudulent transaction; or (iii) otherwise breach this Agreement, including by engaging in any one of any Prohibited Usage.

## **5. DATA PROTECTION**

You represent and warrant to us that you have obtained the express consent from the individuals whose data you provide us with. You further agree that we may send you and any individual you refer communications regarding the Referral Program, consistent with our Privacy Policy and that we may disclose to your Referral your details and that you made the referral. All information collected in the Referral Program shall be subject to our Privacy Policy.

## **6. LIMITATION OF LIABILITY**

WE ARE RESPONSIBLE TO YOU FOR FORESEEABLE LOSS AND DAMAGE CAUSED BY US. IF WE FAIL TO COMPLY WITH THE TERMS OF THIS AGREEMENT, WE ARE RESPONSIBLE FOR LOSS OR DAMAGE YOU SUFFER THAT IS A FORESEEABLE RESULT OF OUR BREAKING THESE TERMS, OR OUR FAILURE TO USE REASONABLE CARE AND SKILL, BUT WE ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT IS NOT FORESEEABLE. LOSS OR DAMAGE IS FORESEEABLE IF EITHER IT IS OBVIOUS THAT IT WILL HAPPEN, OR IF, AT THE TIME OUR AGREEMENT IS MADE, BOTH WE AND YOU KNEW IT MIGHT HAPPEN. WE ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE YOU SUFFER WHICH IS A RESULT OF YOU BREAKING THE TERMS OF THIS

AGREEMENT. THE FORESEEABLE LOSS OR DAMAGE THAT COULD BE CAUSED BY US IS EQUIVALENT TO THE THEN-CURRENT MONETARY VALUE OF ONE (1) REWARD. YOU RECOGNIZE AND ACKNOWLEDGE THAT THIS LIMITATION OF LOSS OR DAMAGES IS FAIR AND REASONABLE.

REMITLY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY RESULTS OBTAINABLE THROUGH THE REFERRAL PROGRAM OR THE DELIVERY TIME OF THE REWARDS. EXCEPTIONS TO OUR LIMITS ON BEING LIABLE TO YOU. THE LIMITS ON OUR LIABILITY TO YOU UNDER THIS AGREEMENT DO NOT APPLY IF YOU SUFFER LOSS AS A RESULT OF: A. DEATH OR PERSONAL INJURY CAUSED BY OUR ACTS OR OMISSIONS (INCLUDING OUR NEGLIGENCE); B. OUR FRAUD OR FRAUDULENT MISREPRESENTATION; C. BUSINESS/COMMERCIAL USE (NON-DOMESTIC OR PRIVATE USE OF THE REFERRAL PROGRAM) AND CERTAIN OTHER LOSSES; D. OUR ACTIONS WE TAKE TO COMPLY WITH APPLICABLE LAWS OR FOR EVENTS OUTSIDE OF OUR CONTROL (INCLUDING WITHOUT LIMITATION LOCKOUTS, RIOTS, NATURAL DISASTER, POWER FAILURES, INTERNET DISTURBANCES, OUTAGES, OR MAINTENANCE). Please note that residents of certain jurisdictions may have certain rights as described here: Australia: Nothing in this Agreement limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees").

## **7. DELIVERY OF REWARDS**

Subject to your compliance to the terms of this Agreement, Remitly will automatically apply the Reward to your account. If you are not eligible to receive a given payment method due to your country or jurisdiction of origin, Reward payment shall be made in a manner selected by Remitly at its sole discretion (acting reasonably). Remitly does not guarantee a delivery time on any Rewards earned.

## **8. CHANGES TO THIS AGREEMENT OR THE REFERRAL PROGRAM**

We reserve the right to amend or terminate the Referral Program or this Agreement at any time without notice. Your continued participation in the Referral Program after any such modification and notification thereof shall constitute your consent to such modification.

## **9. OTHER TERMS**

Resolution of all questions or disputes regarding eligibility for the Referral Program, earnings of rewards, or your compliance with the terms and conditions of this Agreement shall be subject to our reasonable interpretation. We expressly reserve the right to close the account(s) or void the Rewards for you and your Referral if either party breaches or attempts to breach this Agreement or otherwise abuse the Referral Program requirements, in Remitly's sole but reasonable discretion. Rewards cannot be

claimed or used by employees of Remitly.

## **10. GOVERNING LANGUAGE AND LAW AND APPLICABLE REMITLY ENTITY**

In the event there is any inconsistency between the English version of this Agreement and the translated text, the English text shall be binding. The Remitly Referral Program is provided and operated by the applicable Remitly entity and the laws governing the terms of this Agreement are based upon your country of residence.

**Your Country of Residence:** Australia

**Applicable Remitly Affiliate:** Remitly Australia Pty Ltd 1 Farrer Place, Sydney NSW 2000

**License Information:**

**Governing Law:**

**Your Country of Residence:** European Economic Area country

**Applicable Remitly Affiliate:** Remitly Europe Limited Ground Floor, 1 Albert Quay, Ballintemple, Cork, T12 X8N6, Ireland

**License Information:** Regulated by the Central Bank of Ireland. Company number: 629909

**Governing Law:** Ireland

**Your Country of Residence:** New Zealand

**Applicable Remitly Affiliate:** Remitly (New Zealand) Limited, Level 30, Vero Centre, 48 Shortland Street, Auckland Central, 1052 New Zealand.

**License Information:** Registered on the Financial Service Providers Register (FSP number 1003229)

**Governing Law:** New Zealand

**Your Country of Residence:** Singapore

**Applicable Remitly Affiliate:** Remitly Singapore Pte. Ltd 38 Beach Road, #29-11 South Beach Tower, Singapore 189767

**License Information:** Licensed by the Monetary Authority of Singapore to provide cross-border money transfer services (UEN 201920838N)

**Governing Law:** Singapore

**Your Country of Residence:** United Kingdom

**Applicable Remitly Affiliate:** Remitly U.K., Ltd. 90 Whitfield Street, W1T 4EZ London, England, United Kingdom Company number: 09896841

**License Information:** Regulated by the Financial Conduct Authority under the Payment Services Regulations 2017 (reference number: 728639).

**Governing Law:** England and Wales

**Your Country of Residence:** United States & Canada

**Applicable Remitly Affiliate:** Remitly, Inc. 401 Union Street, Suite 1000, Seattle, WA 98101

**License Information:** Licensed as a Money Transmitter by the New York State Department of Financial Services and in PR (TM-143), a Foreign Transmittal Agency in MA, and a Currency Transmitter in RI. NMLS No. 1028236.

**Governing Law:** State of Washington

**Your Country of Residence:** United Arab Emirates

**Applicable Remitly Affiliate:** Remitly (DIFC) Limited Level 15 Unit GD-GB-00-15-BC-23, Gate District, Gate Building Dubai International Financial Centre, Dubai, United Arab Emirates

**License Information:** Remitly (DFIC) Limited is regulated by the DFSA

**Governing Law:** English Law