Remitly Business Account Agreement

United Kingdom

Welcome to Remitly Business, provided by Remitly UK Ltd, a company registered in England and Wales with company registration number 09896841 (**Remitly**, **we**, **our** or **us**).We are regulated by the Financial Conduct Authority under the Electronic Money Regulations 2011, with reference number 1047222 for the provision of electronic money and payments services. Our registered office is located at 78 Cannon Street, London EC4N 6AF, United Kingdom and our operating address is located at 90 Whitfield Street, London W1T 4EZ, United Kingdom.

This Remitly Business Account Agreement (**Agreement**) outlines the terms and conditions under which your business (**Customer**, **you** or **your**) may use our remittance services to transfer money internationally for business purposes (**Service** or **Business Service**) and other features we may make available to you through the business account you set up with us (**Business Account**). By accessing or using our services, you agree to comply with and be bound by this Agreement. This Agreement applies to the United Kingdom (**UK**) Remitly Business Account. We also refer to the **Remitly Group** in this Agreement, which means Remitly and other companies within our group.

Remitly reserves the right, at our sole discretion, to modify this Agreement or any of the Policies listed below, including changing, adding, or removing portions of this Agreement, at any time. We will make our best efforts to provide you with notice of changes to this Agreement. In the event that a change may negatively impact your rights or obligations under this Agreement, we will notify you at least 2 months before that change takes effect. By continuing to use the Service after any changes to this Agreement become effective, you agree and accept the changes. You can review the most current version of the Agreement at any time on our website. You agree that you shall not modify this Agreement and acknowledge that any attempts by you to do so shall be ineffective.

Do not create a Business Account if you do not agree to be bound by the terms in this Agreement. If, after opening a Remitly Business Account, you wish to terminate this Agreement, you can do so by closing your Remitly Business Account. This Agreement does not govern consumer services. If you plan to use Remitly only for personal, family or household purposes, do not set up a Business Account. If you would like to use Remitly for both business and personal purposes, you can set up a consumer account and business account separately to manage such activities. Check our website for more information.

PLEASE READ THIS AGREEMENT CAREFULLY. The terms of this Agreement are legally binding.

1. ABOUT THIS AGREEMENT

About this Agreement. This Agreement describes the terms and conditions for how we provide and how you can use the Service we offer. Please read this Agreement and make sure you are happy with its terms before you use the Service. Once you accept the electronic version of this Agreement, this Agreement becomes legally binding on you. Do not use our Service 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 [<u>contact us here</u>](https://www.remitly.com/help#contact).

You can download a PDF version of this Agreement by clicking the link at the top of this page, if you want a copy to refer to in the future. You can also ask us for a copy of this Agreement at any time.

Defined terms. Capitalised terms in this Agreement have a specific meaning. Their definition is explained in this Agreement.

What rules we follow. We follow the rules and requirements of, and are regulated by, the Financial Conduct Authority (reference number 1047222) as an Electronic Money Institution. We are also registered with the UK Information Commissioner (registration ZA169080).

Other Agreements and Policies you must follow: By using our Business Service, our [<u>Privacy Policy</u>](https://www.remitly.com/gb/en/home/policy) and [<u>Cookie Policy</u>](https://www.remitly.com/gb/en/home/cookies) apply to your use of that service each time you send money through Remitly.

You should also read our [<u>Privacy Policy</u>](https://remitly.com/home/policy) and [<u>Cookie Policy</u>](https://www.remitly.com/gb/en/home/cookies) for information about how we collect, use and share your personal data. We reserve the right, at our sole discretion, to modify any of the policies listed above, at any time. **Remitly may terminate, suspend, change, or restrict access to all or any part of the Mobile App, website or the Services without notice or liability.**

Using a Business Account: To access our Business Account features, you are required to register with Remitly and set up a Remitly Business Account on Remitly's website or

in Remitly's Mobile App. To open a Remitly Business Account, if you have not already, you must provide us with your email address and create a password. Pending the successful completion of any steps we are required to take to verify your business information, you will then have access to your Remitly Business Account. You must be 18 years or older to create a Business Account with Remitly.

Your Portal: Once you have set up your Business Account, you can access your personalised portal on our website or Mobile App (**Portal**) through which you can make money transfers. Please be aware that the Portal is a tool that you can send money through and is not an account (such as a bank or payment account). You will not be able to store any form of money or funds (like e-money) on the Portal.

Authority: You understand and agree that the natural person signing this Agreement is authorised to act on behalf of and bind your business to this Agreement and utilise this Service. We may ask you at any time to provide proof of such authority. If you do not provide proof of authority that is acceptable to us, we may close or suspend your Remitly Business Account or deny you access.

If registered with the UK Companies House, your business must also be considered in good standing with Companies House. We may ask you at any time to provide proof of such good standing. If you do not provide such proof that is acceptable to us, we may close or suspend your Remitly Business Account or deny you access.

Account Security: Your Remitly Business Account is only for your business. You are not permitted to conduct non-business transactions with your Business Account. You should not share your Business Account information with anyone who is not otherwise permitted to use this account or send money on behalf of your business. If you think someone else may have accessed your Remitly Business Account that should not access it, you must notify us as soon as possible. Our online notification system is accessible [<u>here</u>](https://www.remitly.com/gb/en/help) 24/7 and you will not incur any costs for making notifications to us relating to your account security. **Please also be aware that we will never ask for your Remitly Business Account password**. For information about how we collect, store, and share your information, please see our [<u>Privacy Policy</u>](https://www.remitly.com/gb/en/home/policy).

2. COMMUNICATION BETWEEN YOU AND US

How to contact us. We hope you love using your Remitly Business Account. However, should you need to, you can contact us with questions or complaints, or request a refund in any of these ways:

1. Online, at our [<u>contact</u>](https://help.remitly.com/s/contact?language=en*US) or [<u>complaints</u>](https://www.remitly.com/gb/en/help/article/complaints-process) pages,*

2. by telephone at +44-808-169-2816, or

3. by mail to our operating address at 90 Whitfield Street, London W1T 4EZ, UK for the attention of Customer Services.

In order to contact us online, by email or through your Portal, 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**).

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 account without your permission or the email address on your Business Account has been compromised). Once we are notified, we will suspend the use of your Business Account and Portal 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 [<u>abuse@remitly.com</u>](mailto:abuse@remitly.com). Please be aware that we will never ask for your Portal password or payment information. We will contact you using the quickest and most secure means if we suspect fraud or security threat to your Business Account or Portal. This might be by phone or a message by text or mobile alert.

How we will communicate with you. We will communicate with you by email or phone (including text messages), via your Business Account, through our website or on our Mobile App. We won't communicate with you by post or other non-electronic ways unless we are required to by law. You can withdraw your consent to receive communications electronically by notifying us, but if you do, you will not be able to use our Services.

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

1. this Agreement and your use of the Service,

2. disclosures about the Service or Remitly,

3. customer service communications (including anything related to fraud, security threats or errors/unauthorised use of the Service), and

4. any other information we are required to provide you by law.

Communications will be in English. We will provide our Services, communicate with

you and agree to this Agreement with you in English. 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.

When communications are considered delivered. Notices are considered delivered within 24 hours of when it's available on our website, emailed or texted to you. If we send a notice by post, it is considered delivered the second Business Day after we send it. A **Business Day** is any day (except for Saturday, Sunday and holidays) when banks in the United Kingdom are open to the public for business.

If you would like to stop using our Business Account at any time, please close your Business Account or contact us for assistance.

3. GETTING STARTED AND USING OUR BUSINESS ACCOUNT

Overview of your Business Account Remitly's Business Service allows registered business users to send international money transfers from the United Kingdom to recipients in certain countries. We may update these countries and add or remove countries at our sole discretion, and we will try to put a notification on our website in advance of such changes where reasonably possible.

Account Creation. To use the Service, you must be a UK limited company (Ltd.) or sole trader. You are required to create a Remitly Business Account. You can only create a Remitly Business Account on Remitly's website or Mobile App. To create a Remitly Business Account and use the Service, you will be required to provide us with information about your business, including your registered business name, business address, trading name, company number, unique taxpayer reference (**UTR**), place of establishment, description of business, entity type and ownership. Your Remitly Business Account allows us to record certain information about you, as explained in our [<u>Privacy Policy</u>](https://www.remitly.com/gb/en/home/policy). **If such information changes, you must contact Customer Service to update your information as soon as possible. Otherwise, we may suspend your use of the Service.**

To create a Remitly Business Account, you are responsible for and you must:

- provide us with complete, accurate, and truthful information as requested by us. The information you provide will also be used by us to determine if you are eligible to use our Service; and
- create security credentials, such as a password or personal identification number, that Remitly deems necessary (**Security Credentials**) and/or download our

Mobile App.

Payment Instrument. A payment instrument is, for example, a bank account, a credit or debit card, or a mobile application to make payments. You must allow us access to each payment instrument that you want to use with our Service (your **Payment Instrument**). We will also use your Payment Instrument(s) to charge you if you owe us fees for using the Service.

In addition to the other requirements in this Agreement, you must be the authorised and lawful user of each Payment Instrument on your Business Account, and all Payment Instruments must not be expired. You authorise 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 card issuer. We will follow your card issuer and any payment scheme rules when completing test payments and will refund you any test payment amounts. In addition, you represent and warrant that:

- each transaction that you request through the Service complies with this Agreement and applicable laws, regulations, and rules; and
- you will carry out any other action which we, or our third-party Service Providers (defined below), may reasonably require for you to access and use the Service.

Initiating a money transfer. In order to initiate a Transaction, at the Transaction summary stage you must click “Send Money” or “Pay”.

You agree to the money transfer when you click on “send money”, “pay” or equivalent from your account.

Providing the money transfer is initiated before 5 p.m. UK time on a Business Day, the payment order will be treated as having been received on that date. Where a money transfer is initiated after 5 p.m. UK time on a Business Day, or on a day other than a Business Day, it will be treated as having been received on the next Business Day. We will try to inform you of when the Transaction should be completed (which may be within hours of us receiving a Transaction, and is usually no later than the end of the following Business Day).

When a Transaction is considered complete. Your Recipient may need to complete identity checks with their local bank or other third party outlet (a Financial Institution), before they can claim their Payout. Once a Financial Institution receives the Payout, they are usually required to make it available to the Recipient immediately once they are

open for business. Depending on how you want your Recipient to receive the Payout, a Transaction is considered complete once the following happens:

1. *Bank deposit* - your Recipient's bank account is credited with the Payout.

2. *Mobile money* - your Recipient's mobile wallet is credited with the Payout.

3. *Cash pickup* - your Recipient collects the cash Payout.

4. *Cash delivery* - the cash Payout is delivered to your Recipient.

How to cancel a Transaction. You can cancel a Transaction at any time before it is completed by [<u>contacting us</u>](https://www.remitly.com/gb/en/home/agreement#2-how-we-communicate-with-you) and providing us with information to help us identify the Transaction you want to cancel. If the Transaction has not been completed, we will normally return to you the amount transferred and Service Fee for the transaction within 3 Business Days of your request to cancel. However, this may take longer.

Security of Your Remitly Business Account. You are solely responsible for safeguarding your Security Credentials. You must take all reasonable steps to keep your Security Credentials safe. These include:

1. never sharing any of your login details with anyone except other users authorised to use this account;

2. setting up two-factor authentication, where possible;

3. ensuring you use a strong password (one with a mixture of letters, numbers and symbols) that is not easily guessable;

4. changing your password regularly and not using the same password as for other accounts you have, with us or other services;

5. keeping your email account secure;

6. regularly updating the Mobile App, operating systems and browsers (as applicable) on your Equipment to the latest versions available; and

7. installing and maintaining appropriate anti-virus software on your Equipment.

You will immediately notify us of any unauthorised use of your password or Remitly Business Account or any other security breach by contacting us through our Help Centre.

4. GENERAL REQUIREMENTS FOR OUR SERVICE(S)

Eligibility. You must be 18 years of age or older to open a Business Account. You must be legally domiciled in the UK. Your business must be in good standing with their registered authority to be eligible for a Business Account.

Control person. You confirm that you are a control person of this business. When we refer to a control person, we mean that you are a person with significant responsibility for managing this business.

Authority to act on behalf of the Business. You confirm you or those you have approved to use this account will be the sole user(s) of this account on behalf of this business. You confirm that you have authority to bind the business on whose behalf you use our Service, and the business accepts the terms of this Agreement. We may ask you at any time to provide proof of such authority.

You are responsible for all activities that occur under your Business Account. Granting others permission to access your Remitly Business Account does not relieve you of your responsibilities under this Agreement, including notifying us if your Remitly Business Account has been compromised or if a transaction is suspected to be incorrect or unauthorised.

You must use our Service for your Business only. You must not create a Remitly Business Account and must not submit a transaction on behalf of any other business or in your personal capacity. This Service is only made available to valid businesses, meaning for use by business customers in their corporate or commercial capacity. If you use our Service for any other purpose, you are in breach of this Agreement. We reserve the right to terminate your Remitly Business Account, suspend or stop providing our Service to you or otherwise stop your use of our Service at any time without liability to you if you breach this Agreement by using our Service other than for your business.

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 Business Account if your information changes in the future. If you move outside of the UK, you may need to accept a different Remitly Business Account Agreement for your new location and some of our Services may not be available.

Restricted persons and territories. By law, we cannot provide our Service in certain countries and to certain individuals. You must not use our Service 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 list and Non-cooperative Countries and Territories list on the [<u>UK government website</u>](https://www.remitly.com/gb/en/home/

agreement#transaction-terms:~:text=Restricted%20persons%20and,government%20website.).

5. CURRENCY CONVERSION AND EXCHANGE RATES

We provide money transfers in certain currencies. If the currency you choose when submitting a transaction is different to the Recipient's currency, an exchange rate is applied to the transaction and includes a small margin, which we keep. The exchange rates we offer at any given time are available on our website and Mobile App (**Our Exchange Rate**) and most will change throughout the day. Unless we agree a specific exchange rate with you, we will convert all transactions at Our Exchange Rate at the time the transaction is processed. You will also be notified about this in the transaction confirmation notice.

We will not process your currency conversion until we have received the funds for transfer and any applicable fees from you. It is your responsibility to ensure that we receive the money to fund a currency conversion in a timely manner, including the time it takes for your bank or payment services provider to send us funds.

6. USING OUR SERVICES SAFELY

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

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 Business Account and Portal are not misused,

2. keep your Equipment and Security Credentials safe (please see **Security of Your Remitly Account** above for the minimum required steps to keep you Security Credentials safe),

3. follow any security instructions we tell you about,

4. make sure the information you share to use the Service doesn't contain viruses, malware or other harmful information, and

5. don't use our Service on Equipment that has been changed against the manufacturer's guidelines.

Fingerprint access. We may allow you to scan your fingerprint on your Equipment to access the Service (for example, “TouchID”). If this functionality is available to you and you want to do this, 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 is registered on your Equipment to prevent accidental and unauthorised payments from another person.

Suspending the Service. 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.

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

Restricted activities. When using our Service, there will be certain activities that are not allowed because they might compromise the security and safe use of our Service for other Remitly users. These restricted activities, and actions we can take if you engage in a restricted activity, will be described in detail in our Acceptable Use Policy below.

Where we refuse to execute a payment order, we will notify you of the refusal, the reasons for doing so, and any procedures for remedying the issue that led to the refusal (e.g. if you did not provide sufficient funds). We will do this by the end of the Business Day following receipt of the payment order, unless we have reason to think the payment order has been made in connection with fraud or an account security breach. However, we will not make such a notification if we are prevented from doing so by a regulatory requirement.

7. Tell us if there's a problem with a Transaction.

If you think a Transaction is unauthorised or was executed incorrectly, you must tell us within 13 months of the date we notified you that the amount transferred was available for the Recipient. If you do not notify us within this timeframe, we may not be able to assist you or issue a refund. When you contact us about this issue, please provide us with:

1. your name and email address,

2. a description of the problem with the transaction and why you think it is a problem,

3. the name of your Recipient and, if you know, their telephone number or address,

4. the transaction amount, and

5. the reference number for the transaction which is on the receipt we provided you when we processed the transaction.

Correcting errors with transactions. We will review this information within 90 days of receiving it and decide whether an error occurred. If we decide an error happened, we will quickly fix it and inform you of the results within 3 Business Days. If your concern is about an unauthorised transaction, then we will investigate it and, if necessary, issue you a refund of the amount transferred and Service Fee as soon as we can, and no later than the end of the Business Day after we become aware of the error. If we decide there was no error, we will send you a written explanation. You can ask us for copies of the documents we used in our investigation.

Refunds for unauthorised transactions. If an unauthorised transaction is made because of our mistake, we will refund you the amount transferred and Service Fee as soon as we can. However, this refund is not available if you:

1. should have been aware of the loss, theft or unauthorised use of your Business Account or Portal in which case you must pay the first GBP 35 of the unauthorised transaction. However, you will not need to pay this if the unauthorised transaction was caused by our (or a third party acting on our behalf) actions or failure to act, or processed after you notified us that your Business Account may have been compromised,

2. acted fraudulently. In which case you will be liable for all losses you incurred, or

3. acted with intent or gross negligence by failing to notify us without unnecessary delay about a security issue with your Business Account or Portal. In that situation, you are responsible for losses you incurred until the date you notified us.

What we are not responsible for. We are not responsible for losses you suffer that are not our fault, or happen because: 1) of an issue with our disbursement partner that provides the transferred funds to your Recipient, or 2) we cannot process a transaction because you provided us with incorrect information. In these instances we will not provide you with a refund.

Guaranteed Delivery. Before you submit a transaction, and in your transaction receipt, we will provide you with a date and time when you can expect your money to be delivered to your Recipient. If your money is delivered after the date and time we display, both prior to sending your Transaction, and in your receipt, you are eligible for a refund of any Service Fees we charged for the Transaction. We will endeavour to refund the Services Fees within 3 Business Days. If you have not received the refund of the Services Fees within 3 Business Days , please contact us via the methods listed below and request a refund of the Service Fees charged on the relevant Transaction. Our Goodwill Guarantee is provided by Remitly UK Ltd. to customers who are using our service in the UK. To request our Goodwill Guarantee you are required to contact us by either calling us at +44 808-169-2816 or writing to us at: Remitly UK Ltd., 90 Whitfield Street, London W1T 4EZ, the United Kingdom within 180 days of the Transaction. Our Goodwill Guarantee is provided to you in addition to your legal rights and does not affect your rights under law, such as with respect to our performance of the Services with reasonable skill and care.

How you will receive a refund. All refunds will be credited to the same Payment Instrument used to pay for the transaction and in the same currency you paid us. Refunds will not be adjusted if there was a change in the value of the currency from the time you submitted the transaction. If your Payment Instrument is no longer valid and we are unable to find a mutually acceptable solution to refund you, we will not be required to refund you.

8. PAYING FOR OUR SERVICES

Our Service Fee. Depending on which Services you use, we may charge a service fee (**Service Fee**) for a particular Service. We will let you know if a Service Fee applies and how much it is before you use the Service, so you can decide whether to continue. This is available to you on the Remitly website under “Rates & Fees” or in your Remitly Mobile App once you select a corridor for your transfer.

How you can pay us. We will charge your Payment Instrument for the Service Fee, additional amounts relevant to the Business Service and which we notify you about in advance and any other fees owed to us which we have notified you about in advance. Payment Instruments must be:

1. a debit or credit card, and we will tell you the brands we accept in advance (**Card Funded Payments**), or

2. a bank transfer using the UK "Faster Payments" scheme (**Bank Funded Payments**).

Card Funded Payments. If you choose Card Funded Payments, you authorise us to charge your Card Funded Payment method to make a payment to us.

Bank Funded Payments. If you choose Bank Funded Payments, you must follow the instructions we provide you to make that payment. You can also choose to use either of the following features: *Easy Bank Transfer* - where our open banking partners (such as TrueLayer) are authorised to provide you access to your accounts with other providers and make payments from them to us. If you choose to use this feature, you must enter your account access details accurately to successfully make a payment to us and comply with any terms and conditions you agreed to with our open banking partners to use their services.

Manual Bank Transfer - where your Bank Funded Payment must have the same name as your Business Account name and originate from a UK bank or building society account. You must also:

1. transfer money to us electronically using the UK Faster Payments scheme (more information found at [<u>http://www.fasterpayments.org.uk/</u>](http://www.fasterpayments.org.uk/)). Please check with your bank or building society to confirm they make Faster Payment payments before you initiate a payment to us,

2. complete the Bank Funded Payment in time so that we receive payment within the timeframe we notify to you, and

3. enter the same payment details we provide you to make a Bank Funded Payment (such as our bank account sort code, account number, the exact payment amount and reference numbers). If you provide us with incorrect payment details, your money may not be recoverable and we are not liable for any of your losses. Please be careful when inputting payment details.

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

Consequences for incorrect payments. If you do not follow the above requirements when making a payment to us, we may immediately stop or suspend you from using our Services without notifying you in advance. We may also refund your Bank Funded Payment, however this may not be possible.

Other fees you may owe us. If we are charged any fees because of an issue relating to your Payment Instrument, you agree to pay us the amount we are charged immediately after we notify you about the fee. These fees could arise because there are not enough funds in your bank account to pay the fees you owe us, or from a "chargeback fee" where a card user makes a claim to their bank that a payment on their card was illegitimate, and the card issuer then brings a claim against Remitly for being involved.

No extra fees for the Portal. We will not charge you additional fees for accessing the Portal in a particular way, such as on the Mobile App.

You're responsible for Service Provider fees. The issuer and any other entities involved in the operation of your Payment Instrument (**Service Providers**) may charge you additional fees when you use our Service. 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". You are solely responsible for all fees charged by your Service Providers in connection with your use of our Service.

9. INVOICE CREATION AND MANAGEMENT

a. Remitly may make invoice creation and related features available to you through the Service, at Remitly's discretion. The availability of these features is not guaranteed, and Remitly may restrict, modify or discontinue any such feature, in whole or in part, at any time without liability to you. Where available, you may create invoices through the Service.

b. You may use the Service to send and track your invoices. Remitly provides these features as software tools only and does not act as your agent for invoicing, billing, tax, or compliance purposes. By using these features of the Service, you represent and warrant that you have all rights and consents necessary to send invoices and reminders to your customers and that all information on your invoices are complete, accurate and legally compliant with any governing agreements and applicable law.

c. Remitly does not provide any tax, legal or compliance advice through the invoicing feature. Remitly is not responsible for any invoices or reminders that you send using the Service, including those that are misdirected or not received. Remitly accepts no liability related to the transactions underlying the invoices created and/or sent through the Service and you are responsible for resolving any related disputes.

d. Remitly does not represent or warrant that any invoice generated through the Service complies with any law, regulation, or requirement applicable to you or your business, including as to required content, format or delivery method. You are solely responsible for ensuring that your invoices satisfy all applicable legal and regulatory requirements.

10. ACCEPTABLE USE

This section sets out the terms under which you may use our Service and applies as

soon as you access and/or use Business Account.

a. Compliance: You may use our Service only for lawful purposes and in accordance with the terms of this Agreement and any other agreements between you and any Remitly entity. You agree to use the Service in compliance with all applicable laws, rules, and regulations, including but not limited to anti-money laundering (**AML**), counter-terrorism financing (**CTF**), and know your customer (**KYC**) regulations and know your business (**KYB**) requirements. You may not use the Services in any way that:

- breaches any applicable local, national, or international law or regulation, or causes Remitly to breach any applicable law or regulation, including accessing the Services from a country that Remitly is not permitted to operate in;
- is defamatory, libellous, threatening or harassing;
- is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- is for the purpose of harming or attempting to harm minors in any way;
- is abusive, harmful, or does not comply with our content standards;
- is for the purposes of unsolicited or unauthorised advertising, promotional material, or any other form of spam;
- is connected to harmful programs such as viruses, spyware, or similar computer code designed to adversely affect the operation of any computer software or hardware;
- would locally or internationally evade any applicable taxes or facilitate tax evasion.

b. Prohibited Activities: You shall not use this Service for illegal transactions, such as money laundering, illegal gambling, fraud, or to finance terrorist activities. You also agree not to use the Service in a way that could damage, disable, overburden, or impair our systems or security.

In this Agreement, you confirm that you will not send money to a Recipient you are aware of having breached this Agreement, or attempt to use our Services to provide yourself with a cash advance using a credit card. You also agree that you will not use in any way our Service in connection with the businesses or business activities listed below in this section. This list is representative but not exhaustive, and we reserve the right to suspend, limit, or deny our Service and/or close your account, at our sole discretion, to any customers who we believe may have violated this section, any part of this Agreement, or who exceed our risk tolerance.

- Adult entertainment oriented products or services (in any medium, including Internet, telephone or printed material);

- Alcohol businesses;
- Tobacco products;
- Cannabis;
- Certain controlled substances or other products that present a risk to consumer safety;
- Drug paraphernalia;
- Pharmaceuticals;
- Chemicals;
- Counterfeit or unauthorised goods (e.g., unauthorised sale of designer and/or brand products);
- Gambling;
- Intellectual property or proprietary rights infringement;
- Products and services which are not legal in the jurisdiction that it is being offered in;
- Firearms, firearm parts, ammunition, weapons or other devices designed to cause physical harm;
- Trade of restricted and/or endangered animal species and products derived from them;
- Crowdfunding or donations-based service;
- Credit counselling or credit repair agencies;
- Credit protection or identity theft protection services;
- Bankruptcy attorneys or collection agencies engaged in the collection of debt;
- Companies involved in the exchange or trading of cryptocurrencies or any other virtual currencies;
- Escrow services;
- Financial Institutions and financial products, services and securities including payment facilitators, Money Service Businesses, peer to peer transactions, prepaid cards, checks insurance or other financial merchandise or services;
- Internet/mail order/telephone order of age restricted products (e.g., tobacco);
- Multi-level marketing businesses, pyramid schemes, and referral marketing;
- High-risk products and services, including telemarketing sales;
- Real estate transactions and services.

c. Restricted persons and territories: By law, we can't provide our Service in certain countries and to certain individuals. You must not use our Service 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 list and Non-cooperative Countries and Territories list on the [<u>UK government website</u>](https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets).

d. Accuracy of Information: You agree to provide accurate, current, and complete information about yourself and your transactions, and promptly update all information to keep it accurate, current, and complete.

e. Responsibility for Losses: You are responsible for immediately paying the Remitly Group for any costs a member incurs that relate to:

1. your violation of this Agreement,
2. disputes or litigation caused by your actions or failure to act, or
3. your negligence or violation of applicable laws or a third party's rights.

You also agree to reimburse us for any costs we incur to trace you and take steps to deal with your violation of this Agreement or to collect payments you owe us.

f. Changes to this Section: We may revise this Section at any time. We recommend checking this page regularly as it is legally binding to you.

11. COMPLIANCE AND VERIFICATION

a. KYB Information: You must provide accurate and complete information required for KYB compliance and promptly update any changes to this information.

b. Compliance Review: We reserve the right to conduct compliance reviews and audits to verify your adherence to this Agreement and applicable laws.

12. FEES AND PAYMENT

Fees for the Services will be communicated to you and may be updated from time to time. You agree to pay all applicable fees for the Services used.

Fees for our Service will be specified in your account dashboard or a separate fee schedule. You are responsible for paying all fees associated with your transactions and any applicable taxes.

Transaction Limits: Transaction limits may apply to your use of our Service, which can vary based on your compliance status, transaction history, and our risk assessment. We reserve the right to adjust these limits in accordance with regulatory requirements and our risk management policies.

13. DURATION AND ENDING THIS AGREEMENT

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.

How to end this Agreement for any reason. You can terminate this Agreement at any time and for any reason by [<u>contacting us</u>](https://www.remitly.com/gb/en/home/agreement#2-how-we-communicate-with-you) and closing your Business Account.

We can also terminate this Agreement at any time and for any reason by giving you at least 2 months' prior written notice.

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

1. you must immediately stop using the Service,

2. you are still responsible for paying us all fees owed to us before the Agreement ended,

3. all licences provided to you under this Agreement will immediately end,

4. we can delete all your information and account data that we stored for your use of our Service (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 Service or for deleting your information or account data.

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.

14. CHANGES TO OUR SERVICES OR THIS AGREEMENT

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 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.

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

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 users' 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.

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.

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 give you as much notice as we

reasonably can, and will usually tell you at least two months 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 Service after the new version is posted on our website, or after the Material Change notice period ends.

If you disagree with any changes. If you do not agree with any change to this Agreement, you can stop using our Service and end this Agreement completely by closing your Business Account and [<u>contacting us</u>](https://www.remitly.com/gb/en/home/agreement#2-how-we-communicate-with-you).

15. INTELLECTUAL PROPERTY

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 authorise you solely to view and keep a copy of the pages of our website or Mobile App for your personal and non-commercial use.

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

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.

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.

16. OUR DISCLAIMERS

General disclaimer of the Service. We try to make sure the Service is functioning correctly, but we cannot guarantee that it will always be uninterrupted, secure, timely or error-free. We are also not responsible for any viruses or harmful technologies that may affect our website, Mobile App or Services.

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.

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 Service. It is your choice to use any Service Provider, and we cannot guarantee that our Service will be compatible with your Equipment. We strongly encourage you to research your Service Providers before using them with our Service.

Data security measures. We take measures to protect your personal data, but we cannot guarantee that unauthorised 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.

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.

17. RESPONSIBILITIES FOR LOSSES

What you are responsible for. You are responsible for immediately paying the Remitly Group for any costs a member incurs that relate to:

1. your violation of this Agreement,
2. disputes or litigation caused by your actions or failure to act, or
3. your negligence or violation of applicable laws or a third party's rights.

You also agree to reimburse us for any costs we incur to trace you and take steps to deal with your violation of this Agreement or to collect payments you owe us.

Our general liability to you. If we violate this Agreement or fail to use reasonable skill and care when performing our obligations under it, we are responsible for paying you any foreseeable loss or damage you suffer.

When we have full responsibility. We have unlimited liability to you under this Agreement if you suffer loss because of death or personal injury which is caused by our acts, omissions or negligence, and our fraud or fraudulent misrepresentation.

What we are not responsible for. We are not responsible for losses you suffer (including providing you a refund) that are not our fault, or happen because:

1. we are delayed or unable to perform our obligations under this Agreement because an event occurs that we have no control over, including complying with current laws or regulations or future changes to them, or

2. you send money to someone other than Remitly when paying for our Service.

Other rights available to you. You may have additional rights and protections under your agreement with your Payment Instrument provider, or by law (such as potentially holding your credit card issuer responsible for certain losses under section 75 of the Consumer Credit Act 1974, as applicable). We recommend that you review your agreement with your Payment Instrument provider for information on additional protections.

No liability for business losses. We or our partners (including our and their group companies, officers, agents, partners, contractors and employees) do not have any liability to you for lost profit, lost business, business interruption or lost business opportunity.

Defective Paid Digital Content. If you buy digital content from us (**Paid Digital Content**) and it is defective, we are responsible for the defect and will either repair it, replace it or compensate you, depending on the circumstances. We are also responsible if Paid Digital Content damages another item you own and will either repair the damage or pay you compensation. However, we are not responsible if the damage could have been avoided by following our instructions to install and use Paid Digital Content (such as installing a free update) or following the minimum system requirements.

18. HOW DISPUTES WILL BE HANDLED

We hope you enjoy using our Service, but if a dispute arises between you and us, please contact us so we can understand and resolve your concerns. Reach out by email at [<u>uk-complaints@remitly.com</u>](mailto:uk-complaints@remitly.com), by telephone using the details [<u>here</u>](https://www.remitly.com/gb/en/home/agreement#2-how-we-communicate-with-you). Any complaints by post can be sent to our operating address located at 90 Whitfield Street, London W1T 4EZ, United Kingdom. We request that formal litigation claims be sent to our registered address located at 78 Cannon Street, London EC4N 6AF, United Kingdom.

Alternative dispute resolution. If you are not happy with how we handle your complaint, you can contact an alternative dispute resolution provider to try to resolve it without having to go to court. You can submit a complaint to the UK Financial Ombudsman Service (FOS), which is a free and independent service that may be able to settle a complaint between you and us. More information and the FOS' contact details are found at [<u>www.financial-ombudsman.org.uk</u>](http://www.financial-ombudsman.org.uk/). If you are not satisfied with the outcome, you can still bring legal proceedings against Remitly.

Other places where you can find help. For more information about your legal rights, contact your local Trading Standards Department or Citizens' Advice Bureau.

Governing law and where to bring legal proceedings. This Agreement and any dispute or claim connected to it will be governed by English law. You and we both agree that, depending on where you live, either the courts in England and Wales, Northern Ireland or Scotland have exclusive jurisdiction to settle any claims.

19. OTHER IMPORTANT TERMS

No waiver. If a party delays or does not enforce one of its rights under this Agreement, that is not a waiver of that right and it can still be enforced in the future. For example, if you do not pay us an amount when it is due, but we continue to provide you the Service, we can still require you to pay us in the future.

No agency. This Agreement does not create a partnership or agency between you and us. You must not enter into any agreements or settlements with a third party that affects our rights or legally binds us in any way, without our prior written consent.

Severability. If a court or relevant authority decides that any section of this Agreement is unlawful, the remaining sections will remain in full force and effect.

Assignment. We can transfer our rights and obligations under this Agreement to another organisation, but we will contact you in advance to let you know. If you do not agree with the proposed transfer, you can end your use of the Service and close your Business Account by [<u>contacting us</u>](https://www.remitly.com/gb/en/home/agreement#2-how-we-communicate-with-you). You can only transfer your rights and obligations under this Agreement to another person if we expressly agree to this in writing. However, we may not be able to agree to this if it is likely to cause us to violate our legal or regulatory obligations.

Third party rights. This Agreement is between you, your business and us. Except for the Remitly Group, no other person or entity has any right to enforce any of its terms.

Updated 9 Nov 2026