

## **\*\*Lead Bank Cardholder Agreement for the Remitly Debit Card\*\***

Please read this carefully and retain it for future reference. This Cardholder Agreement (the "Agreement") is revised periodically, so it may include changes from earlier versions.

This Agreement outlines the terms and conditions under which the digital or virtual Remitly Debit Card ("Card") has been issued to you by Lead Bank (the "Bank"), member of the Federal Deposit Insurance Corporation ("FDIC"). Remitly, Inc. ("Remitly") is the program partner responsible for managing your Card Account and this Card is provided in conjunction with and for use with your Remitly Wallet stored value account. "Card Account" means the account you establish with us for your Card, and includes the records that we maintain of the value available for transactions using your Card and of the transactions associated with the Card. "We," "us," and "our" mean the Bank, our successors, affiliates, assignees and our third-party service providers. Capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the Remitly Wallet Agreement. The Card is a debit card and its expiration date can be found in the Remitly Mobile Application ("Mobile App"). Upon expiration, a new Card will automatically be issued unless you close your Card Account.

The Card gives you the ability to engage in transactions up to the total amount that you hold in your Remitly Wallet. You must have a Remitly Wallet stored value account in good standing to apply for and maintain a Card Account. If your Remitly Wallet is closed for any reason, then your Card Account will be closed and your Card will be canceled.

This Agreement supplements, but does not replace, the Remitly Wallet Agreement and other applicable agreements between you and Remitly that you agreed to when opening your Remitly Wallet. This Agreement has been provided to you in electronic format pursuant to the Electronic Communications Agreement that you accepted and agreed to when you opened your Remitly Wallet. By accepting and using the Card, you agree to be bound by the terms and conditions in this Agreement, and continuing to hold a Card Account with us, you agree to the most recent version of this Agreement, which is available by calling us at the number listed later in this Agreement.

You agree that the Card will be used primarily for personal, family and household purposes only and not for business use. We may close the Card and the Card Account if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

**IMPORTANT: PLEASE READ CAREFULLY. THIS AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT. YOU**

**MAY REJECT THE ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE WITHIN 30 DAYS AFTER YOUR FIRST CARD PURCHASE. See Section III.I below.**

**If you have any questions or concerns, please call us at 1-844-604-0924 or chat with us in your Mobile App first to see if we can figure things out.**

## **1. Card Account Basics**

**1. Eligibility.** The Card gives you the ability to engage in transactions up to the total amount that you hold in your Remitly Wallet. You must have a Remitly Wallet balance in good standing to apply for and maintain a Card Account. If your Remitly Wallet is closed for any reason, then your Card Account will be closed and your Card will be canceled.

The Card Account is available to residents of the 50 United States ("U.S.") and the District of Columbia, unless otherwise permitted by Remitly and the Bank, who are at least 18 years of age with an accepted government issued ID (for example, a foreign passport or national identity card) or valid Social Security number or ITIN. The Card Account is offered and operated solely in accordance with applicable United States federal and state laws, and not intended for use in any jurisdiction where its use or offering would violate local law, regulation, or licensing requirements. Remitly does not solicit, market, or promote the Card Account to persons outside the United States and other jurisdictions in which Remitly is licensed. Any access or use by persons residing outside of the United States is self-directed and made at the user's own initiative. Remitly and the Bank disclaim any compliance with financial services licensing regimes outside the United States unless otherwise stated.

You must activate the Card in your Mobile App before it can be used. By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or residing in the fifty (50) states of the US or the District of Columbia, unless otherwise permitted by Remitly and the Bank; (iii) you have provided us with a verifiable street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

**2. You must agree to accept electronic, rather than paper statements.** This means: (i) you must ensure that we have your most recent contact information, including a valid email address and phone number; and (ii) you must agree to accept electronic delivery of all account communications (such as end-of-year tax forms and electronic statements).

We may use information from third parties to help us determine if we should open your Account.

**3. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW CARD ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account.

**What this means for you:** When you apply to open a Card Account, we or Remitly will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other identifying documents.

**4. Data Sharing Consent.** To open your Card Account with the Bank, you consent and authorize Remitly to share, as necessary, your personally identifiable information with the Bank.

**5. No Fees for Card Account Use.** We do not charge any for using your Card. There are no fees for point-of-sale transactions, no foreign transaction fees, no inactivity fees, no monthly fees, and no fees for customer service.

**6. No Overdrafts and No Negative Balance.** You are not permitted to overdraw your Card Account. You must not make purchases that exceed the amount of money available in your Remitly Wallet. If any purchase takes you over your available funds, or the card limits indicated in this Agreement or in your Mobile App, we will decline the transaction. If a negative balance still occurs on your Card Account as a result of a purchase you have made, that negative balance represents an amount that you owe us.

**7. Right to Set Off.** If your Card Account balance becomes and remains negative for 15 days, the Bank can use the funds in any of your accounts to repay the amount owed on the negative balance in your Card Account. This means, we have the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with us. Further, you grant us a lien on and security interest in the funds on deposit in each of your account(s) as security for all of your liabilities and obligations to us, now or in the future. We will notify you by email if we have exercised set off rights.

**8. Changes to Account Services.** You understand and agree that the Card Account services (including access requirements, service features, and processing schedules) and the systems the Bank uses to provide the Card Account services may change over time. If we believe, in our sole discretion, such a change will have a material impact on you (each a "Material Change"), we will give you at least 21 days advance notice of the change, unless a shorter notice period is allowable under the Applicable Law. You will be deemed to have consented to (i) a Material Change by using the Card after the effective date stated in the notice, or (ii) any other change by using the Card after the date the change was implemented. If you do not agree with a

Material Change, you should close your Card Account.

## **9. Truth in Savings Disclosures.**

**1. No Interest. The Card Account is not an interest-bearing account. No interest will be paid.**

**2. Minimum Balance Requirements.** There is no initial deposit required to open a Card Account.

**3. No Fees.** We do not charge fees for your use of the Card Account. See Section I.D. (No Fees for Card Account Use) for more information.

**4. Transaction Limitations.** Minimum and maximum withdrawal limitations apply. For more information regarding these limits, see Sections: II.B (Transaction Authorization and Sufficient Funds); II.C (Merchant Holds on Available Funds); II.E (No ATM Withdrawals and Cash Access); and III.B (Account Suspension and Closure).

**10. Customer Service and Closure.** For customer service or additional information regarding the Card, please contact us in your Mobile App or call us at 1-844-604-0924.

## **2. Using Your Virtual Card**

**1.** Your Card may be used at any point-of-sale device, as permissible by a merchant that bears the Visa® Mark, and subject to your daily purchase or spending limit. Each time you use the Card, card number, or personal identification number (PIN) you authorize both the transactions and us to reduce the record of value available in your Remitly Wallet by the amount of the transaction and any applicable fees.

**2.** In the Mobile App you will be provided with a 4-digit PIN that may be necessary to complete certain transactions. Do not share this PIN with others; doing so may lead to unauthorized access to your account or transactions for which you will be solely responsible. If you believe that anyone has gained unauthorized access to your PIN, change your PIN by calling Customer Support at **1-844-604-0924**, or if available change your PIN in the Mobile App, and advise Remitly immediately by chat in the Mobile App or by calling Customer Support.

**3. Transaction Authorization and Sufficient Funds.** Your Card may be used to authorize transactions up to the amount of funds available in your Remitly Wallet. Please check your Remitly Wallet balance if you are not sure that you have enough funds to make a purchase or for a transaction. You must at all times maintain a sufficient balance of available funds in your Remitly Wallet to cover all card transactions. If you do not have a sufficient Remitly Wallet balance, we may, at our option, decline the Card transaction. If a transaction occurs that exceeds your Remitly Wallet balance that we are unable or otherwise fail to decline, you agree to repay that excess amount promptly. We may also decline your transaction, at our discretion, where it is not possible for the supplier of a good or service to obtain online authorization that

you have sufficient funds for the transactions.

**4. Merchant Holds on Available Funds.** When you use your Card to purchase goods or services from certain merchants, websites, or mobile applications, such as hotels, restaurants, rental car companies, and gas stations where the final purchase amount is unknown at the time of authorization, a hold may be placed on your Card Account for an amount equal to or in excess of the final transaction amount. This hold will also affect the availability of funds in your Remitly Wallet. The funds subject to the hold will not be available to you for any other purpose until the merchant sends us the final transaction amount. Once we receive the final transaction amount, it may take up to 10 days for the hold to be removed. During that period, you will not have access to the funds subject to the hold.

Please note the following: (i) **Gas Station use** \- if you pay at the pump, the transaction may be preauthorized for an amount up to \$100. If the Card is declined and you have sufficient funds available in your Remitly Wallet stored-value account, please use the card inside with the cashier to pay for your purchase. The hold may take up to 10 days to be released after the gas station submits the transaction for processing. (ii) **Restaurants, hotels, car rentals** \- these transactions may be preauthorized for the purchase amount plus up to 20% to cover tips or incidental expenses and this amount may not be available for up to 10 days after the merchant sends us the final transaction amount. You agree that we will not be responsible if any transactions are not completed because of any preauthorization hold.

**5. Split Transactions.** If you do not have enough funds available in your Remitly Wallet for a given transaction, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount using another payment method. These are called "split transactions." Some merchants do not allow split transactions. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge the amount you wish to access using your Card, subject to the amount of funds available through your Card and subject to any transaction limitations. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining amount in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to using the Card, the Card may be declined.

**6. No ATM Withdrawals and Cash Access.** The Card does not, currently, offer ATM withdrawals or cash withdrawals.

**7. No Cash or Paper Checks.** Neither the Bank nor Remitly are liable for any deposits, including cash, lost in the mail, lost in transit, or not received by us. Cash \- No deposits made in cash will be accepted. If the Bank or Remitly receive a cash deposit by mail, the cash will be mailed back to the address the Bank or Remitly have for you on file. At a future time, we may allow cash to be deposited into your account via a third party money transfer. Paper Checks \- Currently, you may not deposit checks into your Card Account. Checks may not be deposited by mail and will be returned. Your Card Account does not have checks for withdrawing money.

**8. International Transactions.** Your Card may be used in the U.S. and Internationally. If you make a purchase in a currency other than in United States Dollars, the transaction amount deducted from your Remitly Wallet will be converted by Visa, Inc. or Remitly, Inc. into an amount in the currency of the Card. The currency conversion rate used by Visa is either (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable processing date, which rate may vary from the rate Visa receives; or (b) the rate mandated by a government or governing body in effect for the applicable processing date. If Remitly undertakes the currency conversion, that will be indicated in your Remitly Wallet and the conversion rate used by Remitly for Card transactions shall be displayed in your Remitly Wallet. If Remitly assigns an exchange rate to your international transaction, that exchange rate will be determined by Remitly and in its sole discretion based upon such factors as it determines relevant, including without limitation, market conditions, exchange rates charged by other parties, desired rate of return, market risk, credit risk and other market, economic and business factors, and is subject to change at any time without notice. Please note that exchange rates fluctuate, at times significantly, and you acknowledge and accept all risks that may result from such fluctuations.

**9. Authorized Users.** You are responsible for all authorized transactions initiated by use of the Card. If you permit another person to have access to the Card or Card number, you understand that you have given authorization to that person to use your Card. We will treat this as if you have authorized any such use, and you will be liable for all transactions incurred by any of authorized users.

**10. Secondary Cardholder.** Currently, you may not request a Card for another person.

**11. Rights to Receipts and Periodic Statements.** You should get a receipt at the time you make a transaction with the Card. You have the right to receive a Card Account statement showing your Card activity, including a record of transactions made using the Card. These statements will be available in your Mobile App or by calling Remitly at 1-844-604-0924.

**12. Our Liability for Failure to Complete Transactions.** If we do not complete a transaction from the Card on time or in the correct amount according to this Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If through no fault of ours, you do not have enough funds available to complete the transaction;
2. If a merchant refuses to accept the Card;
3. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
4. If access to the Card has been blocked after you reported the Card lost or stolen;
5. If there is a hold or your funds are subject to legal or

administrative process or other encumbrance restricting their use;

**6.** If your Remitly Wallet is closed or no longer in good standing;

**7.** If we have reason to believe the requested transaction is unauthorized or unlawful;

**8.** If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or

**9.** Any other exception stated in our Agreement with you.

### **13. Your Liability for Unauthorized Transactions**

**1.** To protect yourself from unauthorized activity in your account, you should regularly log into your Remitly Wallet and review your Card transactions and monthly statements. Your transaction information and history is available in the Mobile App and in your Card Account statement. You may call Customer Support to get your balance and an email copy of your Card Account statement. 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.

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

**3. What is an Unauthorized Transaction.** An Unauthorized Transaction occurs when money is sent from your Card Account that you did not authorize and that did not benefit you. For example, if someone steals or fraudulently obtains your Remitly login credentials and uses this information to access your Card, and sends a payment using those funds, an Unauthorized Transaction has occurred.

**4. What is not considered an Unauthorized Transaction.** It is not an Unauthorized Transaction if you grant authority to someone to use your Card Account 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.

**5. Reporting an Unauthorized Transaction.** If you believe your Remitly login or Card information has been lost, stolen, or otherwise compromised **please contact Remitly Customer Support immediately by the Mobile App or call 1-844-604-0924** or write: Remitly, Inc., Attn: Disputes, 401 Union Street, Suite 1000, Seattle, WA 98101\.

1) Contact us at once if you believe your Card has been lost or stolen, or otherwise compromised. Telephoning or chatting with us in the Mobile App are the best way of keeping your possible losses down. If you tell us within 2 business

days after you learn of the loss or theft of your Card Account information, you can lose no more than \$50 if someone used your Card Account without your permission.

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

3) Also, if your Card statement shows transactions that you did not make, 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 could 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.

## **14. ERRORS AND ERROR RESOLUTION; OUR LIABILITY**

**1. Applicability.** This Section applies to both transactions initiated by you and anyone who uses your Card with authorization.

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

- 1) An Unauthorized Transaction.
- 2) An incorrect credit or debit to or from your Card Account.
- 3) A transaction is missing from or not properly identified on your Card Account statement.

- 4) We make a computational or mathematical error related to your Card Account.

- 5) You request a receipt or Card Account statement documents or preauthorized transfer notice that we are required to provide to you.

- 6) You request additional information or clarification concerning a transaction to or from Card Account, including a request you make to determine whether an error has occurred.

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

- 1) If you give someone access to your Remitly Wallet or Card and they use your Card 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, or chargeback.

- 3) Routine inquiries about the balance in your Card Account.

- 4) Requests for duplicate documentation or other information for tax or other recordkeeping purposes.

**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, 401 Union Street, Suite 1000, Seattle, WA 98101\.

**5. Please tell us as soon as you can, if you think your Card**

Account statement or receipt is wrong or if you need more information about a transfer listed on the Card Account statement or receipt. You will have better protection if you tell us no later than 60 days after we make the first Card 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 transaction 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.

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

**7. 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 initiate what is known as provisional credit to your Remitly Wallet 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 Remitly Wallet. Any such credits will automatically be processed to your Remitly Wallet.

**8. For errors involving new Card Accounts, point-of-sale transactions, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Card Accounts, instead of 10 Business Days, we may take up to 20 Business Days to credit your Remitly Wallet for the amount you think is in error. Any such credits will automatically be processed to your Remitly Wallet.**

**9. 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, and debit the provisional credit from your Remitly Wallet. You may ask for copies of the documents that we used in our investigation, and we will provide them to you.**

**15. Returns and Refunds.** If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Card Account for refunds and agree to the refund policy of the merchant. Any such refunds will be processed into your Remitly Wallet. Neither the Bank nor Remitly is responsible for the delivery, quality, safety, legality or any other aspects of the goods or services that you purchase from others with the Card. If you have a problem with a purchase that you made with the Card, or if you have a dispute with the merchant, you must

handle it directly with the merchant.

**16. No Warranty Regarding Goods or Services.** Unless you use the Card to purchase a good or service from Remitly, Remitly is not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card. Any disputes or issues with any goods or services you purchase with your Card should be addressed to the merchants or individuals from whom the goods and services were purchased.

**17. Processing Errors.** We will rectify any processing error between your Card Account and Remitly Wallet that we discover. If the error results in your receipt of less than the correct amount to which you are entitled, we will credit your Card Account for the difference and Remitly will increase the record of value available in your Remitly Wallet. If the error results in your receipt of more than the correct amount to which you are entitled, we will debit the extra amount from the Remitly Wallet and Remitly will reduce the record of value available in your Remitly Wallet. If the error resulted in our not completing a transaction on time or in the correct amount, we will be liable for your losses or damages directly caused by this failure, unless: (a) through no fault of ours, you did not have enough available funds to complete the transaction, (b) our system was not working properly and you knew about the breakdown when you started the transaction, or (c) circumstances beyond our control (such as fire, flood or loss of Internet connection) prevented the transaction, despite our reasonable precautions.

### **3. General Provisions**

**1. Confidentiality.** The Bank or Remitly may disclose information to third parties about your Card Account, Card, or the transactions you make:

1. Where it is necessary for completing transactions;
2. To verify the existence and condition of your Card Account or Card for a third party, such as a credit bureau or a merchant;
3. To comply with government agency, court order, or other legal or administrative reporting requirements;
4. If you consent by giving the Bank or Remitly your written permission;
5. To our employees, auditors, affiliates, service providers, or attorneys as needed; or
6. Otherwise as necessary to fulfill our obligations under this Agreement.

**2. Account Suspension.** We may, at our reasonable discretion, decline the use of your Card and/or suspend or close your Card and Card Account for situations including, but not limited to the following:

1. Where there is suspicion that the Card is being used to exploit vulnerabilities in a merchant's payment processing or the card payment ecosystem;
2. Where we have grounds to believe that you have made false

statements in an attempt to obtain reimbursement for a previous transaction;

**3. Where you have or we believe you have violated this Agreement, including but not limited to using the Card for any Prohibited Use outlined in Section III.F (Prohibited Use).**

**3. Account Cancellation.** You may cancel your Card at any time without notice and with no charge by logging into your Remitly Wallet or through the Mobile App. You may close your Card Account provided no transactions are pending and in accordance with this Agreement.

**4. Communication with you.** When you provide us with your mobile phone number or email address, you consent to receiving transaction and account-related calls or text (SMS) messages and push notifications from us regarding your Card and Card Account or transactions. We may contact you via call or text for any purpose consistent with the terms of this Agreement and our Privacy Notice, including but not limited to transaction receipts and notifications regarding updates to your account. Standard message and data rates may apply based on your contract with your mobile carrier.

**5. Telephone Monitoring and Recording.** From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

**6. English Language Controls.** Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

**7. Prohibited Use.** You may use our Services only for lawful purposes. You may not use our Services for any of the following:

**1.** To attempt to or breach in any way applicable law or regulation, or causes the Bank or Remitly to breach any applicable law or regulation;

**2.** To attempt to undertake or undertake in any way conduct or activity that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

**3.** To attempt to conduct or conduct any unsolicited or unauthorized advertising, promotional material, or any other form of spam;

**4.** To deal in harmful programs such as viruses, spyware, or similar computer code designed to adversely affect the operation of any computer software or hardware;

**5.** To attempt to conduct or conduct transaction involving (i) any controlled substances, prescription medication, or other products that pose a risk to consumer safety, (ii) drug paraphernalia, (iii) tobacco products, (iv) Cannabis products; (v) counterfeit goods, (vi) gambling, (vii) the promotion of hate, violence, racial or other forms of intolerance that is discriminatory, or elder abuse, (viii) infringement or violation of copyright, trademark, or any other privacy or proprietary rights, or (vi) alcohol.

**8. Remitly Debit Card Rewards.** Remitly One members may be eligible to earn Cash Back Rewards based on qualifying debit card purchases made using your Remitly Wallet debit card. Lead Bank is issuer of the Card only and not responsible for the associated accounts or other products, services, or offers from Remitly. See your Remitly One Membership Agreement for details.

**9. Other Miscellaneous Terms.** The Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. We do not waive our rights by delaying or failing to exercise them at any time. Except as otherwise set forth in Section III.H.3 (Severability of Dispute Resolution Provision), if a court finds any provision of this Agreement invalid or unenforceable, such finding shall not make the rest of this Agreement invalid or unenforceable. To the fullest extent possible, any such provision shall be deemed to be modified so as to be rendered enforceable or valid; however, if such provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable. This Agreement will be governed by the law of the State of Missouri except to the extent governed by federal law.

**10. Dispute Resolution. THIS SECTION AFFECTS YOUR RIGHTS,  
PLEASE READ CAREFULLY BEFORE AGREEING TO THIS AGREEMENT.**

**1.** As used in this Agreement, "Claim" shall include any past, present, or future claim, dispute, or controversy relating to or arising out of this Agreement, the Card, your acquisition of or use of the Card, and/or the activities or relationships that involve, lead to, or result from this Agreement or your Card use. 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, 1401 Union Street, Suite 1000, 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, 1401 Union Street, Suite 1000, Seattle, WA 98101\|.

**2. Arbitration.** We 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.

**3. Severability of Dispute Resolution Provision.** This Section III.H shall survive (i) the termination of the Agreement; (ii) the bankruptcy of any party;

(iii) any transfer, sale or assignment of the Card, or any amounts owed on the Remitly Wallet or Card, to any other person or entity; or (iv) expiration of the Card. If any portion of this Section III.H is deemed invalid or unenforceable, the remaining portions shall remain in force.

**4. 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.**

**5. 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.

**6. Opt-out.** You may opt-out of this arbitration clause by notification 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, 401 Union Street, Suite 1000, Seattle, WA 98101\.

**7. Governing Law.** This Section III.H (Dispute Resolution) shall be governed by, and all Claims resolved in accordance with, the Federal Arbitration Act, 9 U.S.C. § 1 et seq.

**8. IF YOU DO NOT AGREE TO THE TERMS OF THIS  
ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD, OR IF IT HAS  
ALREADY BEEN ACTIVATED, CANCEL IT. YOU MAY CANCEL THE CARD BY CALLING  
CUSTOMER SERVICE AT 1-844-604-0924.**

\*Effective Date: August 25, 2025\*