Remitly Business Account Agreement

United States

Welcome to Remitly Business, provided by Remitly, Inc. (“Remitly", “we”, “our”, “us”). This Business Agreement (“Agreement”) outlines the terms and conditions under which your business (“Customer”, “you”, “your”) may use our international money transfer services for your business (“Business Account” or “Business Service” or “Service”) and other features we may make available to you through your Business Account and as described in this Agreement. By accessing or using our Service, you agree to comply with and be bound by this Agreement. This Agreement applies to the United States Remitly Business Service.

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. 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 modify this Agreement shall be void.

THIS AGREEMENT GOVERNS THE USE OF YOUR BUSINESS ACCOUNT AND SERVICE, AND APPLIES TO ALL USERS VISITING OR ACCESSING THE SERVICE. BY ACCESSING OR USING THE BUSINESS SERVICE IN ANY WAY, COMPLETING THE ACCOUNT REGISTRATION PROCESS, BROWSING THE WEBSITE, OR DOWNLOADING THE APPLICATION, YOU REPRESENT THAT: (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH REMITLY; AND (3) YOU ARE NOT BARRED FROM USING THE SERVICE UNDER THE LAWS OF THE UNITED STATES AND TERRITORIES OF THE UNITED STATES, YOUR PLACE OF RESIDENCE, OR ANY OTHER APPLICABLE JURISDICTION.

THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION AND BINDING ARBITRATION PROVISION, CLASS ACTION WAIVER, AND A WAIVER OF YOUR RIGHT TO A JURY TRIAL, THAT AFFECT YOUR RIGHTS WITH RESPECT TO DISPUTES YOU HAVE WITH REMITLY AND ANY RELATED PARTIES. PLEASE CAREFULLY REVIEW SECTION 12 BELOW.

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 consumer and business accounts 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

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

Other Agreements and Policies you must follow. By using our Business Service, you are also agreeing to be bound by our (i) [<u>Privacy Policy</u>](https://www.remitly.com/us/en/home/policy), (ii) [<u>Cookie Policy</u>](https://www.remitly.com/us/en/home/cookies), and (iii) [<u>E-Sign Disclosure and Consent</u>](https://www.remitly.com/us/en/home/esign). We reserve the right, at our sole discretion, to modify this Agreement or 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 Business Account. To access our Business Service, you are required to register with Remitly and set up a Remitly Business Account on Remitly's website or in the Remitly 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 necessary steps we are required to take to verify your business information, you will then have access to use your Remitly Business Account and our Business Service.

Authority. You understand and agree that the natural person signing this Agreement is authorized to act on behalf of and bind your business to this Agreement and utilize 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 the Remitly Business Account or deny you access to our Services.

Your business must also be considered in good standing with your state of registration. 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 the Business Service. 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. **Please also be aware that we will never ask for your Remitly or 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/us/en/home/policy).

How to contact us for complaints, disputes, or other issues: We hope you love using the Remitly Business Service. If we don't meet your expectations, please contact us via our Complaints Page, call us at 1-844-604-0924 or send us an email at [<u>us-complaints@remitly.com</u>](mailto:us-complaints@remitly.com) so we can try to work things out. If you would like to stop using our Business Service at any time, please close your Business Account or contact us for assistance.

2. Overview of Business Account

Remitly's Business Service allows registered business users to send international money transfers from the United States and certain Territories of the United States to recipients in enabled corridors. We may update this list and add or remove countries at our sole discretion. Remitly reserves the right to stop offering money transfers to any country at any time, on a temporary or permanent basis, without notice to you.

3. Getting Started and Using our Business Service

Account Creation. To use the Service, you must be a US limited liability corporation (LLC), sole proprietorship or a corporation in good standing with your formation jurisdiction. On a case by case basis, we may approve the use of the Service by charitable organizations eligible for tax-exempt status under the U.S. Internal Revenue Code, section 501(c)(3).

You are required to create a Remitly Business Account. You can create a Remitly Business Account on Remitly's website or in Remitly's app. To create a Remitly Business Account and use the Business Service, you may be required to provide us with information about your business, including but not limited to your business name, business address, Doing Business As ("d/b/a") name, EIN or ITIN, state of establishment, description of business, and entity type. Your Remitly Account allows us to record certain information about you, as explained in our [<u>Privacy Policy</u>](https://www.remitly.com/us/en/home/policy). You may also be required to provide information on the Beneficial Owner(s) and Control Person(s) of your business, including name, address, and date of birth. **If such information changes, you must contact Customer Service to update your information.**

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;
- Create security credentials, such as a password or personal identification number, that Remitly deems necessary ("Security Credentials") and/or downloading our Mobile App;

When required for making a payment through the Business Service, you must also provide us with information about your payment instruments such as your bank account, or debit or credit card (collectively, "Payment Instruments"). When you provide us information about your Payment Instrument for the purpose of using the Service, you consent to Remitly storing that information on file for use for funds transfers. In addition, you represent and warrant that:

- each Payment Instrument is valid, has not expired, and is otherwise in good standing and is valid for use with the Service;
- you are an authorized and lawful user of each Payment Instrument;
- each Transaction that you request through the Service complies with this Agreement and applicable laws, regulations, and rules; and
- 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.

Security of Your Remitly Account. You are solely responsible for safeguarding your Security Credentials. You will immediately notify us of any unauthorized use of your password or Remitly Account or any other security breach by contacting us through our

Help Center.

Control Person; Authority to Act on Behalf of Your Business; Authorized User. 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. You must be at least eighteen (18) years old to create a Business Account or have the capacity to enter into a legally binding agreement under applicable law in order to access or use the Business Service. You must be a resident of the United States only.

You confirm you or those you have approved to use this account will be the sole user 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 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 unauthorized.

You Must Use Our Services 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. By using 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.

4. Remitly Business Links

This section sets out specific terms under which you may create a payment link (“link”), as a function of the Service. A Remitly Business link is a link you can share with a recipient, to complete a remittance transfer that you authorize Remitly to make, using payment information the recipient provides. Note that Remitly is not providing payment services to the recipient where you chose to create and use a link for a remittance transfer.

A REMITLY BUSINESS LINK CREATED BY YOU CAN BE USED BY ANYONE WITH ACCESS TO IT TO RECEIVE PAYMENTS. PLEASE ENSURE THAT YOU SEND THE REMITLY BUSINESS LINK SECURELY AND THAT YOU KNOW AND TRUST THE PERSON

TO WHOM YOU SEND A REMITLY BUSINESS LINK.

Creation and Cancellation of Links and Restrictions. You must have a Remitly Business Account to create a link. You can send a Remitly Business link to a recipient, even if they do not have a Remitly account. Your Account must be active and in good standing for the duration of the link. We reserve the right to restrict the creation of links or suspend a link at any time without liability to you or us. You can cancel an active link through your Remitly Business account provided the link has not been used. Once an active link has been used, you can no longer cancel the link. You will also no longer be able to cancel or amend the payment to the recipient.

Authorization for Creating Links. By creating a link, you direct and authorize Remitly to complete a transfer using according to the payment information provided by the recipient of the link. A Remitly Business link created by you can be used by anyone with access to the link. Please ensure you know and trust the person to whom you send a Remitly Business link. If someone other than your intended recipient uses the link for a transfer, you understand and agree that Remitly shall not be liable, including in situations where you send the link to someone other than your intended recipient in error or your intended recipient forwards the link to another person or the intended recipient provides mistaken or incorrect information in the link.

Refund of Fees. In some instances, the total transfer amount you are presented when creating the Remitly Business link may include the highest possible fee for your selected delivery method(s). Once your recipient chooses a delivery method, Remitly will provide you with a refund for the difference, if any, between the presented fee amount and the actual fee amount.

5. Invoice Creation and Management

5.1 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.

5.2 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.

5.3 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.

5.4 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.

6. 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 and Service.

6.1 Compliance. You may use our Service only for lawful purposes. 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 also agree to comply with the applicable terms of any Third-Party Connected Service (as defined in Section 16.1) 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;
- is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- for anything that is abusive, harmful, or does not comply with our content standards;
- for any unsolicited or unauthorized advertising, promotional material, or any other form of spam;
- 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;
- in any way that would locally or internationally evade any applicable taxes or facilitate tax evasion.

6.2 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: 1) except where prohibited by law, use in any way our Service in connection with the businesses or business activities listed below in this section; and 2) send money to a Recipient that has violated this Agreement or the [<u>Remitly User Agreement.</u>](https://www.remitly.com/us/en/home/agreement) While this list is representative, it is 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 unauthorized goods (e.g., unauthorized 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 counseling 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.

6.3 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.

6.4 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.

7. Compliance and Verification

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

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

8. 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.

Perfect Delivery Promise. Before you submit a Transaction, and in your Transaction receipt, we will provide you with an exact 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 the Service Fees we charged for the Transaction. To receive this refund of the Service Fees, you must contact us via the methods listed below and request a refund of the Service Fees charged on the Transaction at issue.

- Send us an email to us-complaints@remitly.com;
- contact us at our [<u>Complaints Page;</u>](https://www.remitly.com/us/en/help/article/complaints-process?language=en*US)*
- call us at 1-844-604-0924; or
- mail us at Remitly, Inc. attn: Customer Service, 401 Union Street, Suite 1000, Seattle, WA 98101, USA.

9. Indemnification

You agree to indemnify and hold Remitly, Service Providers, and their respective subsidiaries, officers, agents, partners, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service, your connection to the Service, your use of any Third-Party Connected Service, yyour violation of the Agreement, or your violation of any rights of another.

10. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL REMITLY, SERVICE PROVIDERS, OR THEIR RESPECTIVE SUBSIDIARIES, OFFICERS, AGENTS, PARTNERS, OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES BEYOND THE SUM OF \$500.00 (IN ADDITION TO REFUNDING THE TRANSACTION AMOUNT AND SERVICE FEES), INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF REMITLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM NEGLIGENCE ON THE PART OF REMITLY, DISBURSEMENT PARTNERS, OR THEIR RESPECTIVE SUBSIDIARIES, OFFICERS, AGENTS, PARTNERS, OR EMPLOYEES.

11. SERVICES PROVIDED WITHOUT WARRANTY

THE BUSINESS SERVICE IS PROVIDED AS IS AND AS AVAILABLE. REMITLY DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES OF NON-INFRINGEMENT OF THE SERVICE. NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO CREATE OR IMPLY ANY SUCH WARRANTY.

THIRD-PARTY SERVICES ARE NOT PROVIDED OR CONTROLLED BY REMITLY. REMITLY DOES NOT PROVIDE SUPPORT FOR AND DISCLAIMS ALL LIABILITY ARISING FROM FAILURES OR LOSSES CAUSED BY THIRD-PARTY SERVICES.

REMITLY DISCLAIMS ALL WARRANTIES AND DOES NOT GUARANTEE THAT (A) SERVICE AND DATA PROVIDED UNDER THIS AGREEMENT ARE ACCURATE OR ERROR-FREE; (B) THE SERVICE WILL MEET YOUR SPECIFIC NEEDS OR REQUIREMENTS; (C) THE SERVICE WILL BE USABLE BY COMPANY, ADMINISTRATORS, OR USERS AT ANY PARTICULAR TIME OR LOCATION; (D) SERVICES WILL BE UNINTERRUPTED, SECURE, OR FREE FROM HACKING, VIRUSES, OR MALICIOUS CODE; AND (E) ANY DEFECTS IN THE SERVICES WILL BE CORRECTED, EVEN WHEN WE ARE ADVISED OF SUCH DEFECTS.

REMITLY IS NOT LIABLE FOR AND DISCLAIMS LIABILITY FOR ANY DAMAGES, HARM OR LOSSES TO YOU, ANY USER, OR ANY ENTITY ARISING FROM UNAUTHORIZED ACCESS OR USE OF YOUR ACCOUNT OR THE SERVICE.

12. DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE

THIS SECTION AFFECTS YOUR RIGHTS, PLEASE READ CAREFULLY BEFORE AGREEING TO THIS AGREEMENT.

12.1 Disputes with Remitly. As used in this Agreement, “Claim” shall include any past, present, or future claim, dispute, or controversy involving you and Remitly relating to or arising out of this Agreement, and/or the activities or relationships that involve, lead to, or result from this Agreement.

If you or Remitly believe they may have a Claim against the other, you and Remitly both agree to discuss the Claim informally for a period of sixty days (60) to explore whether resolution is possible. During this period, you and Remitly agree that any applicable statute of limitations shall be tolled. This sixty (60) day period shall commence by sending a Claim Notice, which should include a brief description of the alleged Claim and the facts and law supporting the alleged Claim to the other party. You agree that

you shall send a notice to us at Attn: Legal, 401 Union Street, Suite 1000, Seattle, WA 98101. Should Remitly believe it has a Claim against You, Remitly will notify you of that Claim by sending you an email to the address provided in your profile section of your Remitly Account.

If you and Remitly are unable to resolve the alleged Claim within sixty (60) days of our receipt of a Claim Notice, the party asserting the Claim may then commence arbitration or a small-claims action as described below.

You and Remitly agree that sending a Claim Notice and engaging in the informal dispute processes discussed above is a prerequisite to commencing any arbitration or small-claims action. Failure to comply with the Claim Notice requirement is grounds for dismissal of any arbitration or small-claim action.

12.2 Arbitration

You and Remitly agree that any Claim will be resolved by individual, binding arbitration. YOU AND REMITLY THEREBY EACH AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT YOU AND WE MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The party pursuing arbitration will initiate such arbitration in JAMS, an established alternative dispute resolution (ADR) provider. Information regarding JAMS may be found on its website at [<u>https://www.jamsadr.com/</u>](https://www.jamsadr.com/). You and Remitly also agree that any dispute as to the applicability of this Section 12, the arbitrability of a Claim, or the scope or enforceability of this Section 12 will be decided by the arbitrator.

The rules governing any arbitration between You and Remitly will depend on the amount in controversy. For Claims between You and Remitly where the total value of all Claims (including attorneys' fees to the extent provided under applicable law) exceeds \$250,000, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules & Procedures. A Copy of JAMS' Comprehensive Arbitration Rules & Procedures is available at [<u>https://www.jamsadr.com/rules-comprehensive-arbitration/</u>](https://www.jamsadr.com/rules-comprehensive-arbitration/). For Claims between You and Remitly where the total value of all Claims (including attorneys' fees to the extent provided under applicable law) do not exceed \$250,000 then the arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules & Procedures. A copy of JAMS' Streamlined Arbitration Rules & Procedures is available at [<u>https://www.jamsadr.com/rules-streamlined-arbitration/#Rule-1</u>](https://www.jamsadr.com/rules-streamlined-arbitration/#Rule-1).

There is no judge or jury in arbitration, and court review of an arbitration award is limited pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 et seq. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the Terms as a court would. For the avoidance of doubt, the arbitrator can award public injunctive relief if authorized by law and warranted by the individual claim(s).

12.2.A Mass Arbitration. Notwithstanding the foregoing, in the event that more than 75 customers, represented by the same, related, or coordinate attorney or law firm, initiate arbitration against Remitly which raise similar or related Claims, the Claims shall be administered as a mass arbitration under the JAMS Mass Arbitration Procedures and Guidelines ("Procedures"). In accordance with the Procedures, Claims may be consolidated or batched at the discretion of the JAMS arbitrator or a Process Administrator. When a mass arbitration is filed pursuant to the Procedures, the parties shall pay JAMS initial filing fee as set forth the JAMS Mass Arbitration Procedure Fee Schedule. A copy of JAMS' Mass Arbitration Procedures and Guidelines is available at [<u>https://www.jamsadr.com/mass-arbitration-procedures</u>](https://www.jamsadr.com/mass-arbitration-procedures). A copy of JAMS' Mass Arbitration Procedure Fee Schedule is available at [<u>https://www.jamsadr.com/files/uploads/documents/massarbitrationprocedures-fs*4.29.24.pdf*</u>](*https://www.jamsadr.com/files/uploads/documents/massarbitrationprocedures-fs/*4.29.24.pdf).

12.2.B JURY WAIVER AND CLASS ACTION WAIVER. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW YOU ACKNOWLEDGE AND AGREE THAT BY AGREEING TO ARBITRATE CLAIMS AS PROVIDED IN THIS AGREEMENT YOU AND REMITLY ARE EACH AGREEING TO WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

12.2.C Opt-out. You may opt-out of this Section 12 by notifying us of your affirmative opt-out in writing within 30 calendar days after accepting this Agreement by sending us a notification via mail as follows: Remitly, Inc., Attn: Legal, 401 Union Street, Suite 1000, Seattle, WA 98101. You must include in that notification a signed statement of Your intent to opt-out of this Section 12. A notice will be deemed timely if it is postmarked on or before the 30th calendar day after accepting this Agreement.

12.2.D Small-Claims Court Exception. Notwithstanding the foregoing, you and Remitly agree that if the total value of all Claims between you and Remitly is below the jurisdictional limit of the small claims court in the state in which you reside, then the party asserting such Claims may do so in a small-claims action in the state in which you reside.

12.2.E Costs and Fees. Payment of all filing, administration, and arbitrator fees will be governed by the applicable JAMS rules, subject to any state limitations on arbitration costs. 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.

12.2.F Federal Arbitration Act. You and Remitly agree that this Agreement evidences a transaction in interstate commerce and therefore the Federal Arbitration Act (9 U.S.C. § 1, et seq.) applies including its procedural provisions, in all respects. This means that the Federal Arbitration Act governs, among other things, the interpretation and enforcement of the Agreement to Arbitrate and all its provisions, including, without limitation, the class action waiver.

12.3 Forum for Claims. Should a court determine that this Section 12 is unenforceable, You and Remitly agree that any Claim must be resolved by any state or federal court located in or encompassing King County, Washington. You and Remitly agree to submit to personal jurisdiction of the state and federal courts located within and encompassing King County, Washington for purposes of litigating all such Claims.

12.4 Severability of Arbitration Provision. In the event that an arbitrator determines that 12.2.B (JURY WAIVER AND CLASS ACTION WAIVER) is unenforceable or invalid, this entire Section 12 shall be severed from the Agreement and the Agreement shall be enforced as if the Agreement did not contain this Section 12.

13. GOVERNING LAW

For disputes over the meaning of this Agreement, other than the terms of Section 12, you and Remitly agree that this Agreement shall be governed by, and all Claims resolved in accordance with the laws of Washington, except that body of law governing conflicts of laws, and all activities performed in connection with the Service shall be deemed to have been performed in Washington.

14. MISCELLANEOUS

14.1 Entire Agreement. The Agreement constitutes the entire agreement between you and Remitly and governs your use of the Business Service, superseding any prior agreements between you and Remitly.

14.2 No Waiver. The failure of Remitly to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give appropriately valid effect to the intention of the Agreement as reflected in the provision, and the other provisions of the Agreement shall remain in full force and effect.

14.3 Force Majeure. Except to the extent required under applicable law with respect to a Transaction that has already been accepted, we shall not be liable for any failure or delay in the performance of the Service to the extent such failure or delay is caused by matters beyond our reasonable control, including, without limitation: changes in applicable laws; closure or unavailability of required physical and network infrastructure; sovereign default; power or internet failure; civil unrest; war; and earthquake, fire, flood, or other natural disasters.

14.4 Other Terms. This Agreement may be supplemented by terms applicable to other promotions, our Referral Program, and other terms applicable to you based upon your use of the Service. These terms are incorporated into this Agreement by reference. Unless otherwise noted herein, in the event of a conflict between this Agreement and any other agreement you may enter with Remitly or another member of the Remitly Group, the terms of this Agreement shall prevail.

14.5 Assignment. You may not assign or transfer any obligation or benefit under this Agreement without Remitly's consent. Any attempt to assign or transfer in violation of the previous sentence will be void in each instance. If you wish to assign this Agreement, please contact us. Remitly may, without your consent, freely assign and transfer this Agreement, including any of its rights or obligations under this Agreement. This Agreement will be binding on, inure to the benefit of, and be enforceable by the parties and their permitted assigns.

14.6 Severability. If a provision of this Agreement is unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provision were not present, and that any partially valid and enforceable provision be enforced to the extent that it is enforceable.

15. LANGUAGE

This Agreement is drafted in the English language and translations may be provided in other languages. You agree that the English version of the Agreement will control in the

event of any inconsistency between the English and translated versions in any dispute related to this Agreement.

16. THIRD-PARTY SERVICES

16.1 Third-Party Websites, Applications, Ads, and Connected Services. TThe Business Service may contain links to third-party websites ("Third-Party Websites"), applications ("Third-Party Applications"), and advertisements for third parties ("Third-Party Ads"). When you click on a link to a Third-Party Website, Third-Party Application, or Third-Party Ad, we will not warn you that you have left the Business Service, and you become subject to the terms and conditions (including privacy policies) of another website or destination. You use all such links at your own risk, and once you leave our Service, this Agreement and our policies no longer govern. The Business Service may also let you connect your Business Account to third-party software or services (for example, accounting software) ("Third-Party Connected Services"). Third-Party Connected Services are established using the authorization method required by that service, and we store and use any resulting credentials or access tokens only as necessary to maintain the connection and provide the Service. By connecting to a Third-Party Connected Service, you authorize us to share information with, and receive information from, that service in connection with the Service. We may restrict, suspend, or discontinue any Third-Party Connected Service at any time without liability to you.

Third-Party Websites, Third-Party Applications, Third-Party Ads, and Third-Party Connected Services are collectively "Third-Party Services." Such Third-Party Services are not under the control of Remitly. Remitly is not responsible for any Third-Party Services. Remitly provides these Third-Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or any product or service provided in connection therewith. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Service, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

16.2 Sharing Information Through Third-Party Services. Remitly may provide tools through the Business Service that enable you to export information to Third-Party Services, in addition to the Third-Party Connected Services described in Section 16.1. By using one of these tools, you agree that Remitly may transfer that information to the applicable Third-Party Service. Remitly is not responsible for any Third-Party Service's use of information shared under this Section or Section 16.1. See our Privacy Policy for more about how we collect, use and share your information.

16.3 Third-Party Application Access. With respect to any Application accessed

through or downloaded from the Apple App Store (an "App Store Sourced Application"), you shall only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple Media Terms of Service, except that such App Store Sourced Application may be accessed, acquired, and used by other accounts associated with the purchaser via Apple's Family Sharing function, volume purchasing, or Legacy Contacts function. Notwithstanding the first sentence in this section, with respect to any Application accessed through or downloaded from the Google Play store (a Google Play Sourced Application), you may have additional license rights with respect to use of the Application on a shared basis within your designated family group.

16.4 Accessing and Downloading the Application from the Apple App Store. The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

- You acknowledge and agree that (i) this Agreement is concluded between you and Remitly only, and not Apple, and (ii) Remitly, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

- In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Remitly and Apple, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Remitly.
- You and Remitly acknowledge that, as between Remitly and Apple, Apple is not responsible for addressing any claims you have or of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- You and Remitly acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Remitly and Apple, Remitly, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim

to the extent required by this Agreement.

- You and Remitly acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.
- Without limiting any other terms of this Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

17. CONTACT INFORMATION

Questions, notifications, and requests for refunds or further information can be sent to Remitly, as follows: online; by telephone at 1-888-736-4859 (outside the United States, call (206) 535-6152); or by mail at Remitly Inc., attn: Customer Service, 401 Union Street, Suite 1000, Seattle, WA 98101, USA.

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