

# Remitly User Agreement

This User Agreement ("**Agreement**") is effective as of **November 12, 2012**, and was most recently updated on **April 13, 2018**. It describes the terms by which you will be bound when you use the services accessible at [www.remitly.com](www.remitly.com) ("**Service**"). Do not use the Service if you do not agree to be bound by these terms. By using the Service you are agreeing to the terms of this Agreement.

As used throughout this Agreement, the terms "**Remitly**", "**we**", "**us**", and "**our**" refer to Remitly, Inc., a Delaware U.S.A. corporation, together with its employees, directors, successors, and assignees. The terms "**you**" and "**your**" refer to users of the Service, whether as Senders or Recipients.

## 1. THE SERVICE

We recommend you use the Service to send money to friends and family and, therefore, you should not use the Service to send money to strangers.

The Service allows users to send international money transfers from the United States to other countries served by Remitly. A "**Sender**" uses the Service to send money and a "**Recipient**" receives money through the Service. A "**Transaction**" refers to an order to send money through the Service. The "**Transaction Amount**" is the amount in US dollars that the Sender provides to Remitly for transmittal to the Recipient. The "**Payout Amount**" is the amount paid out to the Recipient.

## 2. ELIGIBILITY FOR THE SERVICE

**1. Age and Capacity.** You must be at least eighteen (18) years old to create an account, access, or use the Service as a Sender. You must be able to form legally binding contracts under applicable law. Other restrictions may apply.

**2. Others.** You may not submit or receive a Transaction on behalf of any other person.

**3. Residence within the United States.** The Service is available to residents of the United States only.

**4. Offer and Acceptance.** If you submit a Transaction, you are requesting that we process your Transaction, an offer that we may accept or reject at our sole discretion.

**5. Registered in the U.S.A. Only** Remitly, Inc. is not licensed to provide the Service outside of the United States of America. As a result, the Service may not be available for use in countries other than the United States.

**6. Multiple Accounts.** Senders may only have one active account. If we determine that a Sender is using multiple accounts we reserve the right to merge or

terminate one or more of the accounts, limit the Sender's use of the Service, or refuse their continued use of the Service.

### 3. PAYING FOR THE SERVICE

**1. Charges.** With each Transaction you submit you are agreeing to pay us a service fee ("**Service Fee**"), in addition to the Transaction Amount. Payment in US dollars is due at the time the transaction is submitted for processing. If you submit a transaction that results in us being charged NSF fees, chargeback fees, or other similar costs, you agree to reimburse Remitly for all such fees.

**2. Payment.** In order for us to process your transaction you authorize us to charge any of the payment instruments included in your payment profile ("**Payment Instrument**" includes any credit card, debit card, or bank account). If your payment fails you authorize us to re-try one or more times using the same Payment Instrument. You warrant that you are an authorized and lawful user of the Payment Instrument(s).

**3. Other Charges.** We are not responsible for fees that may be imposed by financial institutions associated with your Payment Instruments. For example, some credit card issuers may treat the use of your credit card to use the Service as a "**cash advance**" and may impose additional fees and interest cost for the transaction. Remitly is not responsible for any NSF fees, chargeback fees, or other, similar charges that might be imposed on you by your bank, credit card issuer, or other provider.

### 4. RECEIVING A REMITTANCE

**1. Service Providers.** We work with local banks and other third party outlets (each, a "**Service Provider**") to make funds available to Recipients. As a Sender, you are appointing your Recipient as your agent for the purpose of receiving funds transmitted through the Service. We try to provide current information on our website about the location, availability, and hours of our Service Providers. However, we are not responsible for any inaccurate or incomplete information that may be posted on the website.

**2. Verification.** Recipients will be required to prove their identities before receiving funds by presenting valid identification. Also, Recipients may be required to provide a reference number or another similar identifier associated with their Transactions.

### 5. IMPORTANT SERVICE RESTRICTIONS

**1. General.** We may refuse any Transaction or limit the amount to be transferred, either on a per transaction or aggregated basis. These limits may be imposed on individual accounts or linked accounts. We reserve the right at any time to modify or discontinue all or any part of the Service.

**2. Delays.** Your Transaction may be delayed by our effort to verify your identity

and validate your Payment Instruments and otherwise comply with laws or manage our financial risk. You may be entitled to a refund in certain circumstances and you may cancel your transaction at any time while it is pending.

**3. Commercial Transactions.** You should not use the Service to send money except to people that you know. We are not responsible for, the quality or delivery of goods or services that you pay for using the Service. You accept that using the Service to pay for goods and services is at your own risk.

**4. Unauthorized Transactions.** You may not use the Service in violation of this Agreement or applicable laws, rules or regulations. It is a violation of the Agreement to use the Service for any of the following: sexually-oriented materials or services, **gambling activities**, fraud, money-laundering, the funding of terrorist organizations, or the purchase or sale of tobacco, tobacco related paraphernalia, firearms, prescription drugs, or other controlled substances; or to send money to a Recipient that has violated the Agreement. If you use the Service in connection with illegal conduct, Remitly will report you to law enforcement.

**5. Ineligibility.** Your Payment Instrument must be issued by a U.S. financial institution. We may refuse Transactions from certain Senders and to certain Recipients that are included on the Specially Designated Nationals list, Non-cooperative Countries and Territories list, and such other lists as issued by different government agencies.

**6. No Changes.** We generally do not let you change the details of your Transaction once it's submitted to us for processing. It is your responsibility to make sure your Transaction details are accurate.

**7. Restricted Activities.** In connection with your use of our website or the Service, or in the course of your interactions with Remitly, a user or a third party, you will not: 1. Breach this Agreement, or any other agreement between you and Remitly; 2. Provide false, inaccurate, or misleading information;

3. Refuse to cooperate in an investigation or provide confirmation of your identity; 4. Use an anonymizing proxy;

5. Provide yourself a cash advance from your credit card (or help others to do so); 6. Use any automatic device, or manual process to monitor or copy our website.

**10. Transactions to India.** Remitly processes transactions to India pursuant to the Rupee Drawing Arrangements ("RDA"), as established by the Reserve Bank of India. You understand that use of the Service for commercial purposes or contributions to charitable organizations is prohibited.

## 6. HOW AND WHY WE COLLECT PERSONAL INFORMATION

**1. Privacy Policy.** By agreeing to this Agreement, you acknowledge and consent to [Remitly's Privacy Policy](<https://www.remitly.com/home/policy>).

**2. Customer Identification Program.** U.S. law requires we obtain, verify, and record information about you. We may require that you provide us with nonpublic, personal, identifying information. We may also lawfully obtain information about you

from other sources without your knowledge, including non-personal identifying information that we may obtain while you visit this website. Please see our [Privacy Policy](<https://www.remitly.com/home/policy>).

**3. Government Disclosures.** We may provide information about you and your Transactions to government authorities and law enforcement agencies, as described in our Privacy Policy.

**4. Verifying information.** You authorize us to make any inquiries, to you or to others, which are necessary to validate the information that you provide to us. This may include asking you for additional information, requiring you to take steps to confirm ownership of your email address or financial instruments, verifying your information against third party databases, or through other sources.

## 7. ERROR RESOLUTION, CANCELLATIONS AND REFUNDS

**1. Error Resolution.** Let us know at any time if you have any problems with the Service.

You can contact us using the contact information at the bottom of this Agreement. For more information about **error resolution** [click here](<https://www.remitly.com/home/errors>).

**2. Refunds.** You can cancel your transaction at any time prior to its completion. Completion means that your recipient claimed the money you sent either through cash pick-up, home delivery, or bank account deposit. Upon receipt of a cancellation request, we may confirm with our Service Providers to determine whether the transaction has been completed prior to initiating a refund.

The Transaction Amount will not be refunded after completion. **If, however, you are not satisfied with our service for any reason we will always refund the fee amount.**

All refunds will be credited to the same Payment Instrument used to pay for the Transaction. Refunds are only made in U.S. dollars and will not be adjusted to account for changes in the value of the U.S. dollar or foreign currency from the time your Transaction was submitted. Please note that residents of certain jurisdictions may have certain refund rights and complaint procedures, as described here:

- **Washington.** As a Sender located in the state of Washington, you are entitled to a refund of all moneys received for transmittal within ten days of receipt of a written request for refund unless any of the following occurs:

- The monies have been transmitted and delivered to the recipient prior to receipt of the written request for a refund;

- Instructions have been given committing an equivalent amount of money to the person designated by the customer prior to receipt of a written request

for a refund;

- Remitly, or its authorized delegate has reason to believe that a crime has occurred, is occurring, or may potentially occur as a result of transmitting the money as requested by the customer or refunding the money as requested by the customer; or

- Remitly is otherwise barred by law from making a refund.

- **Texas.** As a Sender located in the state of Texas, you are entitled to cancel a transaction, and receive an immediate refund of all money charged for the remittance, including any fees paid to Remitly, within thirty minutes of receiving a receipt, unless the intended recipient of the transaction has received the funds, or its equivalent.

- If you have a complaint first contact the consumer assistance division of **Remitly, Inc** at **1-888-736-4859**, if you still have an unresolved complaint regarding the company's money transmission or currency exchange activity, please direct your complaint to: Texas Department of Banking, 2601 North Lamar Boulevard, Austin, Texas 78705, (877) 276-5554 (toll free), [[www.dob.texas.gov](http://www.dob.texas.gov)](<http://www.dob.texas.gov>).

**3. Complaints.** Although we encourage you to share with us any concerns or questions you may have about our service, including your account or a specific transaction, you may also want to contact the money transmitter licensing authority in your state. [Information about how best to do that can be found here](<https://www.remitly.com/home/complaints>).

For Alaska Residents Only:

If your issue is unresolved by **Remitly, Inc** at **1-888-736-4859**, please submit formal complaints with the State of Alaska, Division of Banking & Securities.

Formal complaints must be in writing, please download the form [here](<https://www.commerce.alaska.gov/web/portals/3/pub/DBSGeneralComplaintFormupdated.pdf>)

Formal complaint forms may be submitted via:

1. Fax: 907-465-1230
2. Email: [msblicensing@alaska.gov](mailto:msblicensing@alaska.gov)
3. Mail: Division of Banking & Securities PO Box 110807 Juneau, AK

99811-0807

If you have questions regarding formal complaints, please call  
907-465-2521

## **8. REMITLY'S INTELLECTUAL PROPERTY**

You acknowledge that the Service, including the content of this website, text, graphics, logos, and images, as well as all other Remitly copyrights, trademarks, logos, and product and service names are owned exclusively by Remitly, Inc. (the "**Remitly Intellectual Property**").

You agree not to display, use, copy, or modify the Remitly Intellectual Property in any manner. You are authorized solely to view and retain a copy of the pages of this website for your own personal, non-commercial use. You further agree not to: (i) use any robot, spider, scraper or other automated device to access the Service; (ii) remove or alter any author, trademark or other proprietary notice or legend displayed on this website (or printed pages thereof); or (iii) infringe Remitly's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy..

## **9. DISCLAIMER OF WARRANTIES**

We make reasonable efforts to ensure that Transactions are processed in a timely manner, but we make no representations or warranties regarding the time needed to complete processing because the Service is dependent on many factors outside our control. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary state to state. In any event, you may have a right to a refund as expressly described herein.

## **10. INDEMNITY**

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 violation of the Agreement, or your violation of any rights of another.

## **11. LIMITATION OF LIABILITY**

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.

## 12. DISPUTE RESOLUTION AND GOVERNING LAW

**1. Governing Law.** This Agreement shall be governed according to the laws of the State of Washington, and all activities performed in connection with the Service shall be deemed to have been performed in Washington. Any controversy, dispute, or claim arising out of or relating to the Service or Agreement (a "Claim") shall be governed by and construed in accordance with the laws of Washington, except that body of law governing conflicts of law.

**2. Disputes with Remitly.** If a dispute arises between you and Remitly, our goal is to learn about and address your concerns. If we are unable to address your concerns to your satisfaction, we will seek to provide you with a neutral and cost-effective means of resolving the dispute quickly. Disputes between you and Remitly regarding the Service may be reported online to Customer Service; by telephone at 1-888-736-4859 (outside the United States, call 1 (206) 535-6152); or by mail at Remitly, Inc., attn: Customer Service, 1111 3rd Ave, Suite 2100, Seattle WA 98101, USA.

**3. Arbitration.** You and Remitly agree that any Claim will be settled by 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 an established alternative dispute resolution (ADR) provider mutually agreed upon by the parties. 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. **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.**

**4. 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.

**5. Forum for Disputes.** Except as otherwise agreed by the parties or as described in section 12(c) above, you agree that any claim or dispute you may have against Remitly must be resolved by a court located in King County. You agree to submit to the personal jurisdiction of the courts located within King County, Washington for the purpose of litigating all such claims or disputes.

**6. Improperly Filed Litigation.** All claims you bring against Remitly must be resolved in accordance with section 12 of this Agreement. All claims filed or brought contrary to section 12 shall be considered improperly filed, and a breach of this Agreement.

Should you file a claim contrary to section 12, Remitly may recover attorneys' fees and costs (including in-house attorneys and paralegals) up to \$1,000.00 USD, provided that Remitly has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

## 13. COMMUNICATIONS

**You acknowledge that this Agreement shall be entered into electronically**, and that the following categories of information ("**Communications**") may be provided by electronic means: (i) this Agreement and any amendments, modifications or supplements to it; (ii) your records of transactions through the Service; (iii) any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law; (iv) any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service; (v) any other communication related to the Service or Remitly.

Communications may be provided to you through the use of autodialed or prerecorded message calls or text messages at the telephone number(s) that you provide us with. We may contact you directly or we may share your phone number with service providers with whom we contract to provide such Communications. Standard telephone minute and text charges may apply. The hardware and software requirements for access to and retention of the Communications associated with the Service include a personal computer or other device which is capable of accessing the Internet; an Internet Web Browser; and a printer or other device capable of printing and/or retaining agreements and documents.

The Service does not allow for Communications to be provided in paper format or through other non-electronic means. You may withdraw your consent to receive Communications electronically, but if you do, your use of the Service shall be



terminated. In order to withdraw your consent, you must contact us using our contact information at the end of this Agreement.

## 14. MISCELLANEOUS

**1. PCI-DSS Compliance.** Remitly is compliant and shall remain compliant with the Payment Card Industry (“PCI”) Data Security Standards to the extent we possess or otherwise store, process, or transmit your Payment Instrument data or other data subject to PCI obligations.

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

**3. 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.

**4. Force Majeure.** 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.

**5. Modification.** We may modify this Agreement from time to time without notice to you, except as may be required by law. You can review the most current version of the Agreement at any time by reviewing this website. You may terminate your use of the Service if you do not agree with any modification or amendment. If you use the Service after the effective date of an amendment or modification, you shall be deemed to have accepted that amendment or modification. You agree that you shall not modify this Agreement and acknowledge that any attempts by you to modify this Agreement shall be void.

**6. 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. To the extent that any of these terms are determined to be in conflict with this Agreement, this Agreement shall control.

## 15. SECURITY

Your security is very important to Remitly, and we use a variety of security measures to make sure that your information is secure. We urge you to think carefully before

sending money to anyone that you do not know well. In particular, you should be cautious of deals or offers that seem too good to be true. If you think you have been or might be a victim of fraud, please contact us immediately by telephone at 1-888-736-4859 (outside the United States, call (206) 535-6152).

If you are aware of anyone or any entity that is using the Service inappropriately, please email us at [abuse@remitle.com](mailto:abuse@remitle.com). If you receive any fake (phishing) emails, purporting to be from Remitle, please forward them to us at [abuse@remitle.com](mailto:abuse@remitle.com).

## **16. 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.

## **17. CONTACT INFORMATION**

Questions, notifications, and requests for refunds or further information can be sent to Remitle, as follows: [online](https://www.remitle.com/home/contact); by telephone at 1-888-736-4859 (outside the United States, call (206) 535-6152); or by mail at Remitle Inc., attn: Customer Service, 1111 3rd Ave, Suite 2100, Seattle, WA 98101, USA.