

## **\*\*Remitly Business Account Agreement\*\***

### **\*\*Canada\*\***

Welcome to Remitly Business, provided by Remitly Canada, Inc., a British Columbia corporation ("Remitly", "we", "our", "us"). This Remitly Business Account Agreement, including any related disclosures in this Agreement or provided to you when you opened the Remitly Business Account ("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"). By accessing or using our services, you agree to comply with and be bound by this Agreement. This Agreement is effective as of Sept 29, 2025. This Agreement applies to Canadian Remitly Business Accounts.

Except for any changes made to this Agreement or the Service that apply if you are a Quebec sole proprietor considered a consumer under \*Consumer Protection Act\* (Quebec) ("QCPA"), in which case the paragraph below applies, subject to applicable law, Remitly reserves the right, at our sole discretion, to modify, amend, alter or otherwise update this Agreement or any of the Policies listed below, including changing, adding, or removing portions of this Agreement, at any time. We will give you advance notice of any changes where we are required to do so by law.

**For Quebec Residents only:** Notwithstanding any other change or amendment provision set out in this Agreement, if you are a Quebec sole proprietor considered a consumer under the QCPA, we will give you 30 days' notice of any changes and your notice will set forth the change, the date of the coming into force of the change and your rights to refuse such change and to rescind the Agreement without cost, penalty or cancellation indemnity by sending us a notice to that effect no later than 30 days after the change comes into force. If you do not agree to the revised terms and conditions, you must stop using the Services. Amendments and updates may apply to: (i) the nature of the Services; (ii) eligibility and use of the Services; (iii) Account security; (iv) Acceptable use; (v) communications and notices; (vi) fees, charges and costs associated with Services; (vi) governing law and jurisdiction; (vii) disclaimers, limitations of liability and warranties, or

(viii) any other provision in this Agreement, including your or our rights, obligations and liabilities under this Agreement.

By continuing to use the Service after any changes to this Agreement become effective, you will be considered to have agreed and accepted 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.

Do not create a Business Account if you do not agree to be bound by the terms in this Agreement. If, after opening a Remitly Business Account, you wish to terminate this Agreement, you can do so by closing your Remitly Business Account. This Agreement does not govern consumer services. If you plan to use Remitly only for personal, family or household purposes, do not set up a Business Account. If you would like to use Remitly for both business and personal purposes, you can set up a consumer and business profile 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.** Remitly is registered in Canada with the Financial Transactions Reports Analysis Centre of Canada (FINTRAC), registration number **M15481516**. Remitly is registered as a money service business and is able to provide foreign exchange dealings and money transfer services to customers resident in Canada.

**Other Agreements and Policies you must follow:** By using our Business Account, you are also agreeing to be bound by our (i) [Privacy Policy](https://www.remitly.com/CA/en/home/policy) and (ii) [Cookie Policy](https://www.remitly.com/ca/en/home/cookies#:~:text=These%20cookies%20record%20your%20visit,third%20parties%20for%20this%20purpo (collectively, the “Policies”).

You agree to receive, in electronic form, a copy of this Agreement, any additional terms, the Policies, required disclosures and all other notices, information or communications we may be required to send to you from time to time under applicable law. You agree to keep a copy of any electronic communications, including a copy of this Agreement for your records and future reference. Any notices or other communications will be deemed to be delivered when emailed to your designated email address, as provided or updated by you from time to time.

**Restriction, Suspension or Termination of Services or of this Agreement:** Remitly reserves the right to terminate, suspend, or restrict access to all or any part of the Mobile App, website or the Services without notice or liability, except if you are a Quebec sole proprietor that is considered a consumer under the QCPA, in which case we will provide you notice of any termination of this Agreement in accordance with applicable law.

**Eligibility; Using a Business Account:** to be eligible to open a Remitly Business Account or use your Remitly’s Business Account:

- **Age and Capacity.** You must be at least eighteen (18) years old and have the capacity to enter into a legally binding agreement under applicable law in order to access or use the Service as a Sender. Other restrictions may apply;

- **Residence within Canada.** The Service is not currently available to residents of certain provinces of Canada. Please check our website frequently to see whether your province of residence has been added to the list of eligible jurisdictions.

- **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.

To access our Business Service, you are required to register with Remitly and set up a Remitly Business Account on Remitly's website or through our Mobile Application. 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 your Remitly Business Account where you can use our Business Services.

You must have authority to 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.

Your business must also be considered in good standing with your jurisdiction 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 our Business Services or through your Business Account. You should not share your Business Account information with anyone who is not otherwise permitted to use this account or send money on behalf of your business. If you think someone else may have accessed your Remitly Business Account that should not access it, you must notify us as soon as possible. **Please also be aware that we will never ask for your Remitly Business Account password.** For information about how we collect, store, and share your information, please see our [Privacy Policy](<https://www.remitly.com/CA/en/home/policy>).

**How to contact us for complaints, disputes, or other issues:** We hope you love using Remitly Business Account. If we don't meet your expectations, please contact us via our Complaints Page, call us at 1-888-736-4859 (or call \+1 (206) 535-6152), so we can try to

work things out. If you would like to stop using our Business Services at any time, please close your account or contact us for assistance.

## **2\.** Overview of Business Account

The Remitly Business Account allows registered users to send international money transfers from Canada to other countries as indicated in your Mobile Application. 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 Services

**Account Creation.** To use the Service, you are required to create a Remitly Business Account. You can only create a Remitly Business Account on Remitly's website and through our Mobile Application. To create a Remitly Business Account and use the 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, BN, jurisdiction of establishment, description of business, and entity type. Your Remitly Business Account allows us to record certain information about you, as explained in our [Privacy Policy](<https://www.remitly.com/CA/en/home/policy>). You may also be required to provide information on Beneficial Owners and Control Person(s) of your business, including full 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 appropriate for making a payment through the 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;
- 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 Business Account.** You are solely responsible for safeguarding your Security Credentials. You will immediately notify us of any unauthorized use of your password or Remitly Business 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 confirm you or those you have approved to use this account will be the sole user(s) of this account on behalf of this business. You confirm that you have authority to bind the

business on whose behalf you use our Service, and the business accepts the terms of this Agreement. We may ask you at any time to provide proof of such authority.

You are responsible for all activities that occur under your Business Account and any associated user accounts. 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 Services to you, or otherwise stop your use of our Services at any time without liability to you.

#### **4\ 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 Canadian 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.

**1. Payment.** For us to process your transaction you authorize us to charge any of the payment instruments included in your payment profile ("Payment Instrument" includes 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).

**2. 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 or charges 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.

## **5\ Pre-Authorized Debit Authorization**

**1. Pre-Authorized Debit ("PAD").** By entering your bank account number and related information as your Payment Instrument into your account's payment profile, you authorize us to begin debiting your Payment Instrument for charges with respect to your use of the Service.

In accordance with the Rules of Payments Canada ("Rules"), we will obtain your authorization for any sporadic debits. To that end, you acknowledge that your instructions for a transaction and your use of the Service will constitute valid authorization for us to debit your Payment Instrument for the amounts and on the dates such amounts become due and owing (or, if such date is on a weekend or a statutory holiday, on the next business day).

This PAD authorization ("Authorization") constitutes your agreement and authorization for Remitly to debit your Payment Instrument and is effective as of the date you provide Remitly with your Payment Instrument information. You acknowledge that this is a Business PAD drawn for the payment of goods or services related to your business. You represent and warrant to us on a continuing basis that (i) the bank account designated as your Payment Instrument is maintained in your name; (ii) that under the terms of your bank account agreement with your Financial Institution you are the authorized signatory on the bank account who can authorize the debits under this Authorization; (iii) that all persons whose consent to debit the Payment Instrument agree to the terms of this



Authorization and (iv) that the Payment Instrument information provided by you is accurate and complete. This Authorization shall apply to any Payment Instrument entered into your payment profile.

You agree to promptly notify us of any changes to your Payment Instrument and/or to provide a new Payment Instrument acceptable to us for which you authorize payments for amounts owing to us. In the event we make an error in processing any payment from your Payment Instrument, you authorize us to initiate a corrected debit or credit on your Payment Instrument, as applicable, to correct the error in accordance with the Rules.

**1. Debit of Payment Instrument.** You acknowledge that this Authorization is provided for the benefit of Remitly and your financial institution ("Financial Institution") and is provided in consideration of your Financial Institution agreeing to process all debits against your Payment Instrument in accordance with the Rules. This Authorization applies only to the method of payment and does not otherwise affect your obligations to us under this Agreement or related agreements.

**2. Authorization and Waiver of Pre-Notification.** You authorize us to debit your Payment Instrument for all amounts owed to us from time to time for your use of the Service, including the transaction amount and any Service Fees. **AS THE PAYMENT AMOUNT FOR THE SERVICE IS VARIABLE, YOU AGREE TO WAIVE PRE-NOTIFICATION OF ANY PAYMENT AMOUNT, THE DATES ON WHICH THE DEBITS WILL BE PROCESSED, AS WELL AS NOTICE OF ANY FUTURE CHANGES TO THE AMOUNTS OR PAYMENT DATES. YOU ALSO AGREE THAT A CONFIRMATION WILL BE PROVIDED TO YOU WITHIN 5 CALENDAR DAYS AFTER THE FIRST PAD.**

**3. Cancellation.** This Authorization shall remain in full force and effect until we have received written notification from you of its termination in such time and in such manner as to afford us a reasonable opportunity to act on it. You may cancel this Authorization at any time by closing your Remitly Business Account. You may obtain a sample cancellation form, or more information on your rights to cancel this PAD agreement, by contacting your Financial Institution or by visiting [[www.cdnpay.ca](http://www.cdnpay.ca)](<http://www.cdnpay.ca>). You acknowledge that cancellation of this Authorization does not terminate this Agreement or relieve you of any obligation to pay all amounts owing to us

by a method of payment satisfactory to us.

**4. Delivery.** You acknowledge that providing this Authorization to us constitutes delivery by you of this Authorization to your Financial Institution. You understand that your Financial Institution is not required to verify that each PAD submitted by us has been issued in accordance with this Authorization, including, but not limited to, the amount, or that the purpose of payment for which the PAD was submitted has been fulfilled by us as a condition of honouring the PAD against your Payment Instrument. You agree to receive confirmation of this PAD Authorization by email.

**5. Recourse.** You have certain recourse rights if any debit does not comply with this Agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on your recourse rights, you may contact your Financial Institution or visit [\[www.cdnpay.ca\]\(http://www.cdnpay.ca/\)](http://www.cdnpay.ca/).

To be reimbursed, you acknowledge that a declaration must be completed and presented to your Financial Institution issuing the Payment Instrument within 10 days after the date on which the PAD in dispute was posted to the Payment Instrument. You acknowledge that after 10 days any dispute of a PAD is a matter to be resolved solely between you and Remitly.

**Contact.** If you have any questions regarding this Authorization, please contact us at [Customer Service](<https://www.remitly.com/home/contact>); by telephone at 1-888-736-4859 (or 1 (206) 535-6152); or by mail at Remitly Canada, Inc., attn: Customer Service (Canada), 1111 3rd Ave, Suite 2100, Seattle WA 98101, USA.

## **6\.** **Acceptable Use** <a name="4-acceptable-use"></a>

This section sets out the terms under which you may use our Services and applies as soon as you access and/or use your Business Account.

**a. Compliance:** You may use our Services only for lawful purposes. You agree to use the Services in compliance with all applicable laws, rules, and regulations. You may not use the Services in any way that:

- breaches any applicable local, provincial, territorial, federal, 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, provincial, territorial, federal or internationally evade any applicable taxes or facilitate tax evasion.

**b. Prohibited Activities:** You shall not use the Services for illegal transactions, such as money laundering, illegal gambling, fraud, or to finance terrorist activities. You also agree not to use the Services 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 Services 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 [Remitly User Agreement.](<https://www.remitly.com/CA/en/home/agreement>) While this list is representative, it is not exhaustive, and we reserve the right to suspend, limit, or deny our Services 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.

**c. 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.

**d.Changes to this Section:** We may revise this Section at any time in accordance with the change provisions in this Agreement. We recommend checking this page regularly as it is legally binding to you.

## **7\ Compliance and Verification**

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

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

## **6\ How and why we collect personal information**

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

**2. Customer Identification Program.** Canadian law requires that we obtain, verify, and record information about you. We may require that you provide us with personal

information. You authorize us to verify the information that you provide to us, including by making reference to credit report information obtained from Canadian credit reporting agencies or contacting such agencies regarding the existence or length of your credit file. We may also, where lawful, obtain information about you from other sources, including non-personal identifying information that we may obtain while you visit this website.

For additional details, please see our [Privacy Policy](<https://www.remitly.com/CA/en/home/policy>).

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

**2. Verifying information.** You consent and 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.

**3. Processing of Personal Information.** Remitly transfers and stores personal data in the United States and other international jurisdictions to perform its obligations and exercise its rights under the Agreement. The applicable privacy laws of those other international jurisdictions may differ from those in Canada.

## **8\ INTELLECTUAL PROPERTY**

You acknowledge that the Service, including without limitation the content of this website, text, information, data, graphics, logos, and images, as well as all other Remitly copyrights, trademarks, trade names, logos, and product and service names, and all other intellectual property rights are owned exclusively by Remitly Canada, Inc. and its affiliates or licensors (the "Remitly Intellectual Property"). You agree not to display, use, copy, sell, disclose or modify 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 artificial intelligence or other automated device to access the Service; (ii) remove or alter any copyright, trademark or other proprietary notice or legend displayed on this website (or printed pages thereof); or (iii) infringe or challenge in any way the Remitly Intellectual Property or Remitly's, its affiliates', or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy, even following the termination or expiration of this Agreement.

If you provide us with any suggestions, feedback, reviews or input whether orally, electronically, in writing or otherwise ("Customer Input") related to our Services, we (and our corporate group entities) will own all right, title and interest in and to the Customer Input, even if you have designated the Customer Input as confidential. We and our corporate group entities will be entitled to use the Customer Input without restriction, including for marketing or business purposes. You hereby assign to us, and agree to assign to us, all right, title and interest in and to the Customer Input (and any Remitly Intellectual Property that you may by operation of law or otherwise acquire any rights to), and to waive all moral and other non-assignable rights relating thereto. You further agree to provide us with any assistance we may require to document, perfect, defend, enforce and maintain our rights in the Customer Input and Remitly Intellectual Property. For this purpose the word: "assign" is a legal term which means legally transferring the benefit, such as you legally transferring the benefit of the Customer Input to us.

## **9\ DISCLAIMER OF WARRANTIES**

We make reasonable efforts to ensure that transactions are processed in a timely manner, but we make no representations, warranties or conditions, express or implied, regarding the time needed to complete processing because the Service is dependent on many factors outside our control.

EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" BASIS WITHOUT ANY

WARRANTY WHATSOEVER AND REMITLY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION, WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. YOUR SOLE AND EXCLUSIVE REMEDY, AND REMITLY'S SOLE OBLIGATION TO YOU OR ANY THIRD PARTY FOR ANY CLAIM ARISING OUT OF YOUR USE OF THE SERVICE, IS THAT YOU ARE FREE TO DISCONTINUE YOUR USE OF THE SERVICE AT ANY TIME.

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 from province to province. 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 legal 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 this Agreement, or your violation of any rights of another.

## **11\ DOES NOT APPLY TO QUEBEC SOLE PROPRIETORS CONSIDERED CONSUMERS UNDER THE QCPA. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL REMITLY, SERVICE PROVIDERS, OR THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, PARTNERS, OR EMPLOYEES BE LIABLE FOR ANY LOSS OF PROFITS, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR AGGRAVATED DAMAGES FOR ANY CLAIM OR PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE SUM OF CAD\$500.00 (IN ADDITION TO REFUNDING THE



TRANSACTION AMOUNT AND SERVICE FEES), INCLUDING BUT NOT LIMITED TO, DAMAGES FOR GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF REMITLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OR RESULTING FROM RELATING TO HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR REMITLY BUSINESS ACCOUNT OR THE INFORMATION CONTAINED THEREIN OR NEGLIGENCE ON THE PART OF REMITLY, DISBURSEMENT PARTNERS, OR THEIR RESPECTIVE SUBSIDIARIES, OFFICERS, AGENTS, PARTNERS, OR EMPLOYEES.

REMITLY SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS, TELECOMMUNICATIONS NETWORKS OR OTHER SYSTEMS OR NETWORKS OUTSIDE THE REASONABLE CONTROL OF REMITLY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REMITLY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY: (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD-PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD-PARTY.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF REMITLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

## **12\ DISPUTE RESOLUTION AND GOVERNING LAW**

**1. Governing Law and Venue.** This Agreement, and any dispute or claim arising out of or relating to the Service or the Agreement (each a "Claim") shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein without regard to conflicts of law principles and, if you are a Quebec sole proprietor considered a consumer under the QCPA, this Agreement and any Claim arising out of or relating to the Service or the Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein. Except as otherwise provided in this Section, you agree to submit to exclusive jurisdiction of the courts of competent jurisdiction in Vancouver, British Columbia, except if you are a Quebec sole proprietor considered a consumer under the QCPA, in which case, you agree to submit to the exclusive jurisdiction of Quebec courts. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded.

**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](<https://www.remitly.com/home/contact>); by telephone at 1-888-736-4859 (or 1 (206) 535-6152); or by mail at Remitly Canada, Inc., attn: Customer Service (Canada), 401 Union Street, Suite 1000, Seattle WA 98101, USA.

**DOES NOT APPLY TO QUEBEC SOLE PROPRIETORS CONSIDERED CONSUMERS UNDER THE QCPA. Arbitration.** Any dispute regarding this Agreement, including the validity, existence, binding effect, interpretation, performance, breach or termination, and including tort claims, may be referred to and finally determined, to the exclusion of the courts, by a single arbitrator. The arbitration shall take place in Vancouver, British

Columbia, in English, and in accordance with the National Arbitration Rules of the National Arbitration Institute of Canada, Inc. In all other respects the arbitration shall be governed by and subject to the Arbitration Act (RSBC). The award of the arbitrator shall be final and binding, and neither party shall have the right to appeal it on the basis of any factual or legal errors.

### **13\ COMMUNICATIONS**

**You acknowledge and consent that this Agreement shall be entered into electronically.** Your creation of a Remitly Business Account and password constitutes an electronic signature to this Agreement and related agreements and have the same effect as if you signed these documents in ink.

The following categories of information ("Communications") may be provided by electronic means, subject to the requirements of Canada's Anti-Spam Laws (CASL): (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 applicable 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 at the telephone number(s) that you provide us with through (i) the use of autodialed or prerecorded message calls or (ii) text messages, subject to the requirements of CASL. 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. Third party websites links and content.** Any external links to third-party websites or third-party content on our website are provided as a convenience to you and does not imply Remitly's endorsement of the third-party website or content. These sites are not controlled by us in any way, and we are not responsible for the accuracy, completeness, legality or any other aspect of these other sites including any content provided on them. You access such websites at your own risk.

**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.

## **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 (or \+1 (206) 535-6152). If you are aware of anyone or any entity that is using the Service inappropriately, please email us at [abuse@remitly.com](mailto:abuse@remitly.com). If you receive any fake (phishing) emails, purporting to be from Remitly, please forward them to us at [abuse@remitly.com](mailto:abuse@remitly.com).

## **16\ LANGUAGE**

This Agreement is available in both French and English language versions. You hereby confirm that you have requested that this Agreement and all related documents be drafted in English, that you have been provided with a French language version of this Agreement and that you have agreed to be bound by the English language version of this Agreement. \*La présente convention est disponible en français et en anglais. Vous confirmez par la présente que vous avez demandé que la présente convention et tous les documents y étant afférents soient rédigés en anglais, que vous avez reçu une version française de la présente convention et que vous avez accepté d'être lié par la version anglaise de la présente convention.\*

## **17\ CONTACT INFORMATION**

Questions, notifications, and requests for refunds or further information can be sent to Remitly, as follows:

[online](<https://www.remitly.com/home/contact>); by telephone at 1-888-736-4859 (or \+1 (206) 535-6152); or by mail at Remitly Canada, Inc., attn: Customer Service (Canada), 401 Union Street, Suite 1000, Seattle, WA 98101, USA.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS AND AGREE TO BE BOUND THEREBY. YOU ACKNOWLEDGE AND AGREE THAT EACH TIME YOU SUBMIT INFORMATION OR CONDUCT ANY TRANSACTION IN CONNECTION WITH THE SERVICE, EACH SUCH TRANSACTION CONSTITUTES YOUR AGREEMENT AND INTENT TO BE BOUND BY THESE TERMS AND CONDITIONS.

\*Updated August 27, 2025\*