Remitly User Agreement \- New Zealand

Effective Date: 15th April, 2026

Thank you for choosing Remitly, where we seek to transform lives with trusted financial services that transcend borders. This User Agreement ("**Agreement**") is a contract between Remitly and you. The Agreement describes the terms and conditions that apply to your use of (i) the website located at www.remitly.com and its subdomains, (ii) any mobile application(s) that we offer subject to this User Agreement (each, a "**Mobile App**"), and (iii) the services, content, and other resources available on or enabled via our website or Mobile Apps, (collectively, with our Mobile App and website, the "**Service**"). This Agreement applies to New Zealand Remitly accounts only.

PLEASE READ THIS AGREEMENT CAREFULLY. The terms of this Agreement are legally binding. If there's anything in this document that you'd like to clarify or know more about, simply contact us at the [Help Centre](https://www.remitly.com/nz/en/help) or via the Mobile App.

THIS AGREEMENT GOVERNS THE USE OF THE SERVICE AND APPLIES TO ALL USERS VISITING OR ACCESSING THE SERVICE. BY ACCESSING OR USING THE SERVICE IN ANY WAY, COMPLETING THE REMITLY PROFILE REGISTRATION PROCESS, BROWSING THE WEBSITE, OR DOWNLOADING THE APPLICATION, YOU REPRESENT THAT: (1) YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT; (2) YOU ARE AT LEAST 18 YEARS OF AGE; AND (3) TO THE BEST OF YOUR KNOWLEDGE AND BELIEF, YOU ARE NOT BARRED FROM USING THE SERVICE UNDER THE LAWS OF NEW ZEALAND, YOUR PLACE OF RESIDENCE, OR ANY OTHER APPLICABLE JURISDICTION. Do not use our Service if you do not agree to be bound by the terms in this Agreement. If, after opening a Remitly Profile, you wish to terminate this Agreement, you can do so by closing your Remitly Profile.

THIS USER AGREEMENT CONTAINS A DISPUTE RESOLUTION PROVISION THAT AFFECTS YOUR RIGHTS WITH RESPECT TO DISPUTES YOU MAY HAVE WITH REMITLY AND ANY

RELATED PARTIES. PLEASE CAREFULLY REVIEW SECTION 17 BELOW.

Using our Service. In order to access certain features of the Service, you are required to register an account on the Service (a "**Remitly Profile**"). To open a Remitly Profile, you must provide us with your email address and create a password through either the Remitly website or the Mobile App. Pending the successful completion of any necessary steps we are required to take to verify your identity, you will then have access to your own Remitly Profile where you can use our Service, review your account transaction history, and more. More information about how to create your Remitly Profile is below.

Account Security. You can use the Service only for yourself. This means you can't create a Remitly Profile or use the Service for another person, and you can't share your Remitly Profile information, especially your Remitly Profile password or other access methods or information ("**Security Credentials**") with anyone else to allow them to use the Service for you. If you think someone else may have accessed your Remitly Profile, you must notify us as soon as possible. Please also be aware that we will never ask for your Remitly Profile password. For information about how we collect, store, and share your information, please see our [Privacy Policy](https://www.remitly.com/nz/en/home/policy).

You must use best endeavours to ensure that: a. Your Security Credentials, especially your password, are kept secure; and b. You are the only person who has access to your Security Credentials

To protect your Security Credentials you must: a. Try to memorise them; b. Not write, or keep a record of, your Security Credentials on your computer or mobile phone, even if disguised; c. Not select Security Credentials that can easily be associated with you, such as using your date of birth, phone number, driver's licence number, or part of your name as a password; and d. Immediately change your Security Credentials if you become aware that someone else obtains your Security Credentials.

Remitly will assume that you are the only person accessing your Remitly Profile. Anything

done by a person accessing your Remitly Profile will be binding on you even if you have not authorised them to access your Remitly Profile, except to the extent such access has been caused by our fraud, negligence, or wilful misconduct, or that of our employees, agents, officers, contractors, administrators, or receivers.

How to contact us for complaints, disputes, or other issues. We hope you love using your Remitly Profile and that the Service we provide to you always meets your expectations. If we don't meet your expectations, please contact us via our [Complaints Page](https://www.remitly.com/nz/en/help/article/complaints-process) so we can try to work things out. If you would like to stop using our Service at any time, please close your Remitly Profile or contact us for assistance.

1\. ABOUT THIS USER AGREEMENT

1.1 **About Us.** We are Remitly NZ Limited (NZBN: 9429050549382; FSP1003229) also referred to as "Remitly", "we", "us", and "our" in this Agreement, together with its employees, directors, affiliates, successors, and assignees. Registration on the Financial Service Providers Register (FSPR) does not imply government approval or licensing.

1.2 **About You.** When we say "you" and "your" in this Agreement, that means you as the Remitly Profile holder and user of the Service.

1.3 **Your Remitly Profile.** A Remitly Profile is an account provided by Remitly that allows people who reside in New Zealand to send money transfers to people in other countries and regions. For avoidance of doubt, the Remitly Profile is not a stored value account, deposit account or other "balance" type account. You cannot hold funds in a Remitly Profile, and Remitly only holds your funds for the time required to enable each Transaction as instructed by you.

1.4 You accept and agree to the terms of this Agreement (including all Policies) when

you accept the electronic version of this Agreement when the option is presented to you, such as when you register for a Remitly Profile via our website or Mobile App; or start using or attempt to use our Service, including if you access, download and/or use any of the Service. In such circumstances, we will treat your use of our Service as your acceptance of this Agreement.

1.5 By accepting this Agreement, you consent and agree to comply with the following additional policies ("**Policies**"): a. [Privacy Policy](https://www.remitly.com/nz/en/home/policy); b. [Cookie Policy](https://www.remitly.com/nz/en/home/cookies).

Remitly's Privacy Policy explains our commitment to the protection of your personal information and includes important consents we require you to provide in order to use our Service.

Remitly reserves the right, with notice to you as required by applicable law, to modify this Agreement or any of the Policies listed above, including changing, adding, or removing portions of this Agreement, at any time. We will provide you with 30 days' notice if our changes reduce your rights or increase your responsibilities under this Agreement. We may provide a shorter notice period (or no notice period) for changes where:

1. doing so is reasonably necessary to facilitate compliance with laws or to protect the integrity or security of the Service; or

2. the changes are more favourable to you.

1.6 You agree and accept that any changes to this Agreement or any new replacement agreement are effective from the date specified in the notice provided to you or, if no notice is provided to or received by you, from the Effective Date specified at the beginning of the most current version of the Agreement. You can review the most current version of the Agreement at any time on our website at [User Agreement](https://www.remitly.com/nz/en/home/agreement). You agree that you shall not modify this

Agreement and acknowledge that any attempts by you to modify this Agreement shall be void.

1.7 We may make changes to this Agreement:

a. to reflect changes to the features or functionality of the Services;

b. to manage risks, including fraud, operational, regulatory or reputational risk;

c. to reflect changes to our systems, procedures or practices;

d. to correct errors, omissions, inconsistencies or ambiguities;

e. to include new features or services, or to discontinue or replace all or part of the Services; or

f. to consolidate or restructure the terms and other documents applicable to the Services.

2\. THE SERVICE

2.1 The Service allows you to transfer funds to Recipients located in certain countries outside in their local currency. A list of the countries where Remitly can complete money transfers is available on our website and Mobile App. 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.

2.2 A "**Sender**" uses the Service to send money and a "**Recipient**" receives money sent

through the Service. A "**Transaction**" refers to an order from a Sender that instructs us to send money to a Recipient through the Service. The "**Transaction Amount**" is the amount in New Zealand dollars that the Sender provides to Remitly for transmission to the Recipient. The "**Payout Amount**" is the amount paid out to the Recipient.

2.3 The Service should only be used to send money to people that you know and trust, such as family and friends. Do not use the Service to send money to people you do not know, are not familiar with, or do not trust.

2.4 Always be on the lookout for scams and fraud. We urge you to think carefully before sending money to anyone that you do not know well. You should be cautious of deals or offers that seem too good to be true. Please contact us immediately via the [Help Centre] (https://www.remitly.com/nz/en/help) or the Mobile App if you think you have been or might be a victim of fraud. If you are aware of anyone or any entity that is using the Service inappropriately, please email us at abuse@remitly.com. If you receive any fake (phishing) emails, purporting to be from Remitly, please forward them to us at abuse@remitly.com.

2.5 **Periods When Systems Unavailable**.

1. Not all services and functions offered through your Remitly Profile are available at all times.

2. Your Remitly Profile may be unavailable due to scheduled outages or due to factors beyond our control, such as your internet or emergency maintenance.

3. It is your responsibility to check our website for details of scheduled outages.

3\. GETTING STARTED AND USING OUR SERVICE

3.1 **Profile Creation.** To use the Service, you are required to create a Remitly Profile. To

create a Remitly Profile and use the Service you may be required to provide us with information about yourself, including but not limited to your full name, address, email address, phone number, street address, post code, date of birth, driver's licence number, or a government-issued form of identity. Your Remitly Profile allows us to record certain information about you, as explained in our [Privacy Policy](https://www.remitly.com/nz/en/home/policy).

3.2 To create a Remitly Profile, you are responsible for and you must:

1. Provide us with information that is, to the best of your knowledge and belief, complete, accurate, and truthful (as requested by us). The information you provide will also be used by us to determine if you are eligible to use our Service;

2. Create Security Credentials, such as a password or personal identification number, that Remitly deems necessary;

3. 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, mobile wallet, debit or credit card, (each individually and 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, to the best of your knowledge and belief:

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

d. Carry out any other action which we, or our third-party Service Providers, may reasonably require for you to access and use the Service.

- 3.3 **Security of Your Remitly Profile**. You are solely responsible for

safeguarding your Security Credentials. You will immediately notify us after becoming aware of any unauthorised use of your password or Remitly Profile or any other security breach by contacting us through our [Help Centre](https://www.remitly.com/nz/en/help).

- 3.4 **You must use our service for yourself only.** You must not create a Remitly Profile, nor submit a Transaction, on behalf of any other person, nor allow another person to use your Remitly Profile. Our Service under this Agreement is only made available to consumers, meaning for use by individuals for personal, family, or household purposes. By using our Service under the terms of this Agreement for any other purpose, including for business purposes, you are in breach of this Agreement. In those circumstances, we reserve the right to terminate your Remitly Profile, suspend or stop providing our Service to you or otherwise stop your use of our Service, at our reasonable discretion, at any time without liability to you and take any other action permitted by this Agreement or at law.

- 3.5 **Compliance with New Zealand Law**. You provide us with the following undertakings and indemnify us against any potential losses from any breach by you of such undertakings except to the extent any loss is caused by our fraud, negligence, or wilful misconduct, or that of our employees, agents, officers, contractors, administrators, or receivers:

1. To the best of your knowledge having made due enquiries, you will not initiate, engage in, or effect a Transaction that may be in breach of New Zealand law, including sanctions law (or the law or sanctions law of any other country); and

2. To the best of your knowledge having made due enquiries, the underlying activity for which you use our Services is being provided does not breach any New Zealand law including anti-money laundering or sanctions law (or the laws, including anti-money laundering or sanctions laws of any other country).

4\. ELIGIBILITY REQUIREMENTS TO USE OUR SERVICE

4.1 **Age and Capacity**. You must be a natural person of at least eighteen (18) years old to create a Remitly Profile or use the Service as a Sender. By opening a Remitly Profile, you declare that you are 18 years or older. You must be able to form legally binding contracts under applicable law. Other restrictions may apply.

4.2 **Residence within New Zealand**. The Service is available to residents of New Zealand only. If you are living outside New Zealand for a prolonged period, we may suspend your access to the Service.

4.3 **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.

4.4 **Multiple Profiles**. You may have only one active Remitly Profile. If we determine that you are using multiple Remitly Profiles, we reserve the right to merge or terminate one or more of the Remitly Profiles, limit your use of the Service, or suspend your use of the Remitly Profile.

4.5 **Privacy Policy Review**. You must have read and agreed to our Privacy Policy to use the Services.

5\. VERIFYING YOUR IDENTITY

5.1 **General**. As required by applicable law, and to keep our system safe, we are required to verify your identity and keep certain information that you provide to us, consistent with our [Privacy Policy](https://www.remitly.com/nz/en/home/policy).

5.2 **Customer Identification Requirements**. To comply with obligations of applicable anti-money laundering and counter-terrorism financing laws, we may be required to obtain, verify, and record identifying information about you. To comply with our legal and regulatory obligations, we may require that you provide us with nonpublic, personal,

identifying information. We may also lawfully obtain information about you from other sources.

5.3 **Authorisation**. You authorise us to make any inquiries, to you or to others, that we determine are reasonably necessary to validate the information that you provide to us. We reserve the right to request additional information from you to verify your identity against third-party databases or through other sources, and to require you to take steps to confirm ownership of your email address or Payment Instrument. Where legally obliged to do so, or as reasonably required by us to perform the Services, we will disclose the information gathered to regulators and/or law enforcement agencies, other financial institutions, Service Providers, or to other third parties.

5.4 **AML/CFT compliance.** We are a reporting entity under the Anti Money Laundering and Countering Financing of Terrorism Act 2009\. We carry out customer due diligence, retain records for at least 5 years, and may report prescribed transactions (including certain international funds transfers) and suspicious activity to the New Zealand Police Financial Intelligence Unit

6\. SENDING A TRANSACTION

6.1 **General**. Using your Remitly Profile, you can send money to a Recipient by providing us with information about you and a Recipient. You can send money to a Recipient, and a Recipient can receive funds sent by you, even if they do not have a Remitly Profile or use the Service themselves.

6.2 **Separate Transactions**. The terms of this Agreement are not a standing arrangement for us to make Transactions acting on your instructions. You must agree to this User Agreement each time you submit a Transaction through the Service.

6.3 **Processing Your Transactions**. If you submit a Transaction, you are requesting that

we process that Transaction. For you to initiate a Transaction through the Service and for us to process a Transaction on your behalf, you must provide us with information about a valid Payment Instrument that you want to use to fund your Transaction through your Remitly Profile. If we are unable to process your Transaction using the Payment Instrument you select, we will notify you and request that you choose another Payment Instrument to complete your transaction. You agree that we may accept or reject your offer to process your Transaction under the terms of this Agreement. We are not under any obligation to carry out any Transaction that you request if, for example, you have broken any of your obligations set out in this Agreement.

6.4 **Pay-in Methods.** The types of Payment Instruments available to you to fund a Transaction and/or pay any Service Fees will be displayed under your Profile in our Mobile App or website. We cannot guarantee the availability of any particular Payment Instrument and we may add or stop offering a type of Payment Instrument at any time without notice to you.

6.5 **Card Payment Authorisation**. When you fund a Transaction and/or pay any Service Fees using a credit or debit card, you authorise us, for the purpose of processing your Transaction, to debit or charge that Payment Instrument to fund the Transaction by the amount you specify, plus any Service Fees or other fees or charges payable under this User Agreement, and to send the Transaction funds to the designated Recipient immediately upon our receipt of the Transaction. You can withdraw your authorisation for us to charge your debit or credit card by removing it from your Remitly Profile. If we are not able to debit or credit your Payment Instrument, you authorise us to re-try one or more times using the same debit or credit card, subject to limitations under applicable law or the card scheme rules.

6.6 **Other Pay-In Terms**.

1. Disputes. If you believe that there has been an error in debiting your account, you should contact us in the first instance to confirm the details so that we can investigate

the matter and advise you in writing whether your account has been incorrectly or correctly debited. If we cannot resolve the matter, you can still refer it to your financial institution and they may lodge a claim on your behalf.

2. Your Responsibility. It is your responsibility to ensure you have sufficient cleared funds available in the account to be debited when payments are due.

3. Privacy. Subject to our Privacy Policy, all customer records and account details will be kept private and confidential to be disclosed only at the request of you or a financial institution in connection with a claim made for an alleged incorrect or wrongful debit.

6.7 **Remitly's Liability**. When you send a Transaction through our Service, it is your responsibility to make sure that all the Transaction details are complete, accurate, and correct (including, without limitation, the Recipient's information and the Recipient's banking or other account details) as we may not be able to let you change the details of your Transaction once it is submitted to us for processing.

To the extent allowed by law, you agree to be bound by all payment instructions or Transactions that are initiated through the Service from your Remitly Profile. You must make sure that all payment instructions for your Transactions are correct and accurate to the best of your knowledge and belief.

You are solely responsible for entering the correct information for the Recipient to whom you are sending money. Subject to applicable law, you, not Remitly, are responsible for any amounts that are transferred to the incorrect person because you entered incorrect information related to the Recipient for a Transaction.

Subject to limitations under applicable law, Remitly shall not be liable for a failure to complete Transactions in the following circumstances:

1. your payment instructions contain inaccurate instructions, mistakes, or

insufficient information; or

2. your chosen Payment Instrument does not have sufficient funds to pay for a Transaction you initiate through the Service.

We are also not otherwise liable for any amount that is not received by the Recipient (except where that is due to our fraud, negligence, or wilful misconduct, or that of our employees, agents, officers, contractors, administrators, or receivers).

7\. PAYING FOR THE SERVICE

7.1 **Our Service Fee**. In consideration for providing you with our Service, you agree to pay us a service fee (a "**Service Fee**") for each Transaction you submit, in addition to the Transaction Amount. Details on the discrete Service Fee amount related to a specific Transaction will be made available to you in our Mobile App or website before you give us your consent to execute your Transaction. Payment in New Zealand dollars is due and payable by you to us at the time the Transaction is submitted for processing. Service Fees may vary based on Recipient country and other factors and are subject to change. Fees are shown in New Zealand dollars and include GST where applicable.

7.2 **Additional Processing Fees**. Depending on the Payment Instrument you choose to pay for your transaction (for example, a credit card) you may be charged a payment processing fee and you agree to pay this fee. The New Zealand dollar amount of the payment processing fee for a Transaction will be shown to you prior to submission of the transaction. The fee will be debited from your Payment Instrument by us under this Agreement.

You acknowledge and agree you may also be required to pay us a small fee (e.g. $0.01) to allow us to authorise your Payment Instrument for the Transaction. This fee is temporary and will be refunded once your Payment Instrument has been authorised.

7.3 **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 costs for the transaction. Remitly is not responsible for any non-sufficient funds fees, chargeback fees, or other, similar charges that might be imposed on you by your bank, credit card issuer, or other provider. If you submit a Transaction that results in Remitly being charged a fee or another amount because of your Payment Instrument not being used in an authorised manner, or with insufficient funds or credit, or due to your challenge of a legitimate transaction, we will notify you of the fee we were charged, and you agree to pay us the equivalent amount.

7.4 **Foreign Currency Exchange**. When you submit a Transaction to us, you are requesting that we convert the Transaction Amount into the Recipient's Foreign Currency using the exchange rate specified in the Remitly App or website. We and our Service Providers (defined below) may make money when you pay for a Transaction in one currency and the Transaction is paid out in another currency because of the difference between the exchange rate at which we buy foreign currency and the exchange rate provided to you at the time of your Transaction. Exchange rates may vary based on Recipient country and other factors and are subject to change. The foreign currency exchange rate that applies to a Transaction will be disclosed to you before you authorise the Transaction.

7.5 **Third-Party Fees and Charges**. When you use our Service, other third parties may level fees, costs, or other liabilities against you. These third-parties may include your bank, card issuer, phone provider, or internet service provider. For example, your phone and/or internet service provider may charge you fees relating to data or messaging services. You (and not Remitly) are responsible for any fees, charges, costs, and/or expenses charged by such third parties in connection with your use of our Service. Please check your agreements with these third-party providers for details on any of these additional costs.

7.6 **Chargeback Fee**. If you authorise us to debit a Payment Instrument that you do not have authority to use or you challenge a legitimate transaction with your financial

institution, and as a result we are charged a chargeback fee by the financial institution associated with the Payment Instrument, you agree to reimburse us for the amount of that fee.

8\. RECEIVING A REMITTANCE

8.1 **Service Providers**. We work with local banks and other third-party outlets (each, a "**Service Provider**") to make funds available to Recipients. We try to provide current information on our website about the location, availability, and hours of our Service Providers. Please note that these may be subject to change without our knowing, and we are not responsible for any inaccurate or incomplete information that may be posted on the website.

8.2 **Verification of Recipients**. Recipients may be required to provide information, such as a valid identification, to verify their identities to our Service Providers before receiving funds. Recipients may also be required to provide a reference number or another similar identifier associated with the applicable Transactions.

8.3 **Expired Transactions**. We will cancel Transactions where funds are made available to Recipients by way of cash pick-up if the funds are not validly collected within 60 calendar days of when they were first made available (or such other timeframe imposed by a Service Provider or local regulation from time to time). To the extent possible for these expired transactions, we will refund the full Transaction Amount, taxes, and any Service Fees that you paid as part of the Transaction. If we are unable to return the funds to this Payment Instrument, we will make reasonable attempts to contact you over a reasonable period. If we are unable to contact you after this time, we will continue to hold the funds until we are required to treat those funds as “unclaimed money” under applicable law. Under New Zealand unclaimed money law, unclaimed funds are generally transferred to the authorities after a period of inactivity (commonly around 5 years). We will handle any unclaimed amounts in accordance with that law.

9\. IMPORTANT SERVICE RESTRICTIONS

9.1 **Our Right to Limit Your Use of Our Service.** In addition to the limitations described elsewhere in this Agreement, we may:

1. delay, block, freeze or refuse to process any Transaction; and/or

2. limit the amount to be transferred (either on a per transaction or aggregated basis, and either on individual Remitly Profiles or specific Payment Instruments in your Remitly Profile),

in the following circumstances:

3. where it is reasonably necessary to allow us time to verify your identity or your Payment Instrument;

4. where we have a reasonable belief or a reasonable basis to believe that the Transaction may involve fraud or that a crime or violation of law, rule or regulation has occurred, is occurring, or may occur;

5. when it is otherwise required so that we may comply with legal or regulatory requirements or to comply with anti-money laundering or sanctions policies.

Depending on the reason for a delay or a failure to make the funds available to the Recipient, you may be entitled to a refund or other remedies in certain circumstances. When Transactions are delayed, blocked, frozen, or refused, or other action is taken by Remitly in accordance with this Agreement, Remitly and its Service Providers are not liable for any loss you suffer (including consequential loss), except to the extent caused by our fraud, negligence, or wilful misconduct, or that of our employees, agents, officers, contractors, administrators, or receivers.

9.2 **Transfer Speed**. Any transfer speed information or estimates for any of your

Transactions that we provide to you on our website or in our Mobile App are estimates of the delivery date and time based on payment method, delivery method, transaction review, and system availability of Remitly, our partners and Service Providers. In addition to any transfer speed information and estimates we provide during the send process, 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.

9.3 **Commercial Transactions**. We are not responsible for the quality or delivery of goods or services for which you pay a Recipient by using the Service. You accept that using the Service to transfer funds for payments for goods and services is at your own risk.

9.4 **No Changes.** We generally do not let you change the details of your Transaction once it is submitted to us for processing. It is your responsibility to make sure your Transaction details are accurate. Pursuant to Section 6.7 and other Sections of this Agreement, you, and not Remitly, shall be responsible for any incorrect information or mistakes that you make when entering information about the Recipient for a Transaction. Nothing in this Agreement, however, shall be construed to limit your rights with respect to canceling Transactions or asserting an error with respect to a Transaction under applicable law.

9.5 **Prohibited Activities**. In connection with your use of our website or the Service, or in the course of your interactions with Remitly, we treat the following as Prohibited Activities, (each, a "**Prohibited Activity**") and you will not:

1. breach this Agreement, or any other agreement between you and us;

2. use the Service for any of the following: sexually-oriented materials or services, gambling activities, fraud, money-laundering, the funding of terrorist organisations, or the purchase or sale of tobacco, tobacco related paraphernalia, firearms, prescription drugs, or other controlled substances;

3. knowingly, negligently or recklessly provide material false, inaccurate, or

misleading information (including, without limitation, any information as part of our Remitly Profile creation process and/or the information we request from you to execute a Transaction);

4. refuse to cooperate in any investigation or provide us with further information or confirmation about you, your identity, or your use of our Service that we may request;

5. use an anonymising proxy;

6. provide yourself a cash advance from your credit card (or help others obtain a cash advance from a credit card);

7. attempt to obtain more funds than you are entitled during a dispute by receiving or attempting to receive a refund or other repayment of funds for the same Transaction from us, another user of our Service, bank, or your debit or credit card issuer; or

8. use any robot, spider, scraper, automatic device, or manual process to monitor or copy our website or app or otherwise display, use, copy, or modify the Remitly Intellectual Property in any manner.

9.6 Remitly, at our reasonable discretion, reserves the right to take the following actions if you engage in any Prohibited Activity, or if we have reason to believe that you may have engaged in a Prohibited Activity ("**Restrictive Actions**"):

1. delay, reverse, cancel, decline, or refuse to process the Transaction and/or amend the Transaction information (or take such similar action via other payment Service Providers);

2. close or suspend your Remitly Profile, temporarily or permanently suspend your use of any particular Payment Instrument for our Service, and/or restrict your use of our Service, in whole or part, including not providing you with Service in the future;

3. edit, modify, or refuse to post any content and/or refuse to carry out any payment instruction or data transfer associated with any Prohibited Activity; and/or

4. report the Transaction and any other relevant information about you and your use of the Service to our financial institution partners, a regulator, the police or other law enforcement agency, and/or government department or agency.

9.7 Unless we consider it is reasonably necessary to protect you or us from loss or damage, to protect the security or integrity of the Services, or to facilitate compliance with laws, where you engage in a Prohibited Activity that we reasonably consider is capable of being remedied, we will provide you with notice and a reasonable period to remedy your engagement in the Prohibited Activity before we take Restrictive Action. If you have failed to do so to our reasonable satisfaction within that period, we will be entitled to take any of the actions outlined above, including Restrictive Action.

10\. COUNTRY SPECIFIC TERMS

10.1 **Transactions to India**. Remitly processes transactions to India pursuant to the Rupee Drawing Arrangements, as established by the Reserve Bank of India. You understand that use of the Service under this Agreement for the following remittances is prohibited:

1. to Chit Funds, Charitable trusts, Temples, NGOs, Foundations and other entities of similar character;

2. to or for political parties;

3. for acquisition of shares/beneficial interest in an Indian entity;

4. relating to a loan granted to the beneficiary;

5. where the source is from activities of an unlawful nature in India including betting and gaming activities.

You agree that you will provide relevant documentation, assistance, or cooperation (in any form requested) to Remitly, its Service Providers, partners, auditors, or inspectors to carry out all necessary checks, including know-your-customer checks prescribed under applicable laws. Should you not provide the above assistance when

required, you agree and understand that we may cancel your transaction.

10.2 **Transactions to Brazil**. If you are sending money to Brazil in Brazilian Real using our Service and we carry out the transaction through our Brazilian licensed entity (Remitly Corretora de Cambio Ltda), the terms of this [Brazil Addendum](https://www.remitly.com/us/en/brazil/addendum) apply to your Transaction. Please read the Brazil Addendum carefully.

10.3 **Other receiving countries.** There can be other requirements or restrictions on sending money to other countries, or for specific purposes to other countries, imposed by Service Providers or regulatory authorities from time to time. We try to provide current information on our website but please note that these may be incomplete or subject to change without our knowing, and we are not responsible for any such inaccurate or incomplete information that may be posted on the website.

11\. COMMUNICATIONS AND DEVICES

11.1 We may communicate with you through electronic means, including but not limited to, email, smartphone notifications, phone, SMS, app, or posting on our website (" **Electronic Means**"). You consent to us communicating with you through Electronic Means about topics including, but not limited to:

1. Any amendments, modifications, or supplements to this Agreement.

2. Your records of transactions undertaken using the Service;

3. Disclosures provided in connection with the Service; and

4. Any customer service communications, including, without limitation, communications with respect to claims of error or unauthorised use of the Service.

11.2 To send a Transaction through your Remitly Profile, you will be required to

provide Remitly with a mobile phone number and an email address. By using the Service, you represent that you are the owner of the email address and the mobile phone number.

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

11.4 It is important, and you are required, to keep your email and phone number up to date in your Remitly Profile. If the information you provide to us in the registration process changes, you must notify us as soon as reasonably practicable. You should also check your email on a regular basis for messages from Remitly to ensure that you do not miss any emails about your Transactions or our Service. Remitly shall not be liable for any loss or other consequences if you do not regularly check your email.

11.5 We may also communicate with you through post if we choose.

12\. ERROR RESOLUTION, CANCELLATIONS AND REFUNDS

12.1 **Error Resolution**. If you believe that an error has occurred with your Transaction or you are dissatisfied with the Service.

You should contact us as soon as possible (and in any event within 180 days) with details of the matter via the [Help Centre](https://www.remitly.com/nz/en/help) or the Mobile App.

We will, acting reasonably and in good faith, make a determination as to whether an error

has occurred as soon as reasonably practicable and in any event within 30 days of your providing the details above. If you do not agree with our determination, you can follow our dispute resolution procedure set out in Section 17\. Where we determine a refund is required, we will initiate the refund of the relevant funds within three business days. If we determine an error has occurred, we will correct it promptly.

12.2 **Cancellations**. You can attempt to cancel your Transaction at any time prior to its completion. Completion of your Transaction means that your recipient has picked up the funds you sent for cash pick-up or the funds have been deposited into the Recipient's bank account at the time of your cancellation request. Upon receipt of a cancellation request, we will confirm whether the Transaction has been completed, which may include communicating with our Service Providers to determine whether the Transaction has been completed prior to initiating a refund. Remitly's ability to stop or cancel a Transaction depends on the method you select to disburse the funds to your Recipient and the time when you submit your cancellation request. If we can cancel the Transaction, we will refund the Transaction Amount, taxes, and any Service Fees that we charged you as part of the Transaction. The Transaction Amount will not be refunded after the Completion of the Transaction.

12.3 **Undeliverable Transactions**. We may determine, or our Partners may notify us that, your Transaction cannot be completed due to a mistake you made or issue with the information you provided to us. In such cases, we will notify you that your transaction could not be completed and ask you to amend the information you provided to us and submit the Transaction again. We reserve the right to cancel your Transaction if you fail to take action to correct the mistake or issue with the Transaction within 72 hours. If we cancel your Transaction because you fail to take action to correct the mistake or issue, we will refund the full Transaction Amount, taxes, and any Service Fees that you paid as part of the Transaction.

12.4 **Refunds**.

1. If Remitly determines that you are entitled to a refund for a specific Transaction, whether in accordance with our obligations under applicable law or otherwise, we will refund the full Transaction Amount, taxes, and any Service Fees that you paid as part of the Transaction.

2. All refunds will be credited to the same Payment Instrument used to pay for the Transaction. Refunds are only made in New Zealand dollars and will not be adjusted to account for changes in the value of the New Zealand dollar or foreign currency from the time your Transaction was submitted. If the Payment Instrument you used to pay for the original Transaction is no longer valid and we are unable to find a mutually acceptable solution, your refund may be delayed until we are able to process it in a commercially reasonable manner. We will make reasonable attempts to contact you over a reasonable period if we cannot credit your Payment Instrument after a Transaction is canceled for any reason under this Agreement. If we are unable to contact you after this time, we will continue to hold the funds until we are required to treat those funds as "unclaimed money" under applicable laws.

3. 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, other than as a result of you providing incorrect information or otherwise due to your fault, 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:

- contact us at the [Help Centre](https://www.remitly.com/nz/en/help); or
- contact us via the Mobile App.

- 12.5 **Complaints**. Please refer to section 17 of this Agreement if we don't meet your expectations in resolving an error, cancellation or refund and you wish to lodge a complaint.

13\. TERM AND TERMINATION

13.1 **Duration of This Agreement**. This Agreement starts at the time you provide your acceptance to the Agreement, as described in the preamble. The Agreement shall stay in effect until terminated in accordance with the terms of this Agreement.

13.2 **When You Can Terminate This Agreement for Convenience**. You can terminate this Agreement at any time and for any reason by contacting us by chat at the [Help Centre](https://www.remitly.com/nz/en/help) or in your Mobile App and closing your Remitly Profile.

13.3 **When Remitly Can Terminate this Agreement for Convenience**. We can also terminate this Agreement at any time and for any reason by giving you at least 15 days' notice. We can also terminate this Agreement in the circumstances described in Sections 3.4 and 4.4.

13.4 **What Happens after My Remitly Profile Is Closed or This Agreement Is Terminated?** If your Remitly Profile is closed and/or this Agreement is terminated, you agree:

1. to immediately stop using our Service;

2. that licences provided under this Agreement shall end;

3. that we reserve the right to retain such information in accordance with our record keeping obligations under applicable law, but otherwise reserve the right to delete all your information and account data stored as part of your use of our Service; and

4. that we shall not be liable to you or any third-party for termination of access to our Service or for deletion of their information or account data.

13.5 **Fees**. Any termination of this Agreement does not relieve you of any obligations to pay any Service Fees or costs owed by you prior to the termination and any other amounts owed by you under this Agreement.

13.6 **Survival**. Sections of this Agreement that are reasonably necessary to accomplish or enforce the purpose of this Agreement after it has ended will survive and remain in effect in accordance with their terms upon termination of this Agreement.

14\. LICENCES; REMITLY'S INTELLECTUAL PROPERTY

14.1 **Access to the Service**. You are hereby granted the right to access and use the Service, which is always subject to this Agreement.

14.2 **Application Licence**. Subject to your compliance with this Agreement, Remitly grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable licence to download, install and use a copy of the Mobile App on a device that you own or control and to run such copy of the Mobile App solely for your own internal purposes.

14.3 **Ownership**. 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**").

14.4 **Use**. You agree not to display, use, copy, or modify the Remitly Intellectual Property in any manner. You are authorised 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:

1. use any robot, spider, scraper or other automated device to access the Service;

2. remove or alter any author, trademark or other proprietary notice or legend displayed on this website (or printed pages thereof); or

3. infringe Remitly's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.

14.5 **Feedback**. If you provide us with any suggestions, feedback, reviews or input ("**Customer Input**") related to our Service, creating and maintaining a Remitly Profile, or using our website or the Remitly App, we will own all right, title and interest in and to the Customer Input, even if you have designated the Customer Input as confidential. We will be entitled to use the Customer Input without restriction, including for marketing or business purposes, unless you indicate otherwise and provided that we only use or disclose your information in accordance with applicable laws, this Agreement, and our Privacy Policy. You assign to us all right, title and interest in and to the Customer Input and agree to provide us with any assistance we may reasonably require to document, perfect and maintain our rights in the Customer Input. 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.

15\. INDEMNITY

15.1 Subject to applicable law, you agree to indemnify and keep us indemnified against all claims, actions, suits, losses, defaults, liabilities, expenses, costs (including legal costs) and damages that we may incur or suffer arising out of or in connection with your use of our Services except to the extent caused by our fraud, negligence, or wilful misconduct, or that of our employees, agents, officers, contractors, administrators or receivers including, without limitation:

1. A claim from a Recipient or any other person against us (to the extent that the claim arises from your action, inaction or other conduct), and excluding claims arising solely from our failure to comply with this Agreement;

2. Your failure to comply with any of your obligations under this Agreement;

3. Your failure to comply with any law, regulation, directive, or sanction;

4. Your failure to pay any charges or fees payable by you under this Agreement;

5. A Payment Instrument being used without the authority of its holder or used in a way which was not authorised by that holder;

6. Funds charged or debited to a Payment Instrument not being received by us or which were received but which we were subsequently required to pay back, in each case, for any reason;

7. Remitly acting in accordance with, or exercising or enforcing or attempting to enforce our rights in connection with this Agreement, including its legal fees on a solicitor and client basis;

8. Remitly acting in good faith.

You must pay us any amounts owing under this Section within 5 business days of us providing you with notice (including reasonable details of the amount and the reason why you owe us that amount), or within such other period as agreed.

15.2 The indemnity given by you under this Agreement is a continuing obligation and continues after termination.

16\. LIMITATION OF LIABILITY

16.1 EXCEPT FOR ANY LIABILITY THAT CANNOT BE EXCLUDED BY LAW, INCLUDING THE NON-EXCLUDABLE GUARANTEES, WE ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE, INCLUDING ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSS (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUES (ACTUAL OR ANTICIPATED), OR OTHERWISE RESULTING FROM YOUR USE OF OUR SERVICES, ARISING AS A RESULT OF THE FOLLOWING (EXCEPT TO THE EXTENT THAT LOSS OR DAMAGE IS CAUSED BY OUR FRAUD, NEGLIGENCE, WILFUL MISCONDUCT, OR THAT OF OUR EMPLOYEES, AGENTS, OFFICERS, CONTRACTORS, ADMINISTRATORS, OR RECEIVERS):

1. Payments made using our Services (including, for example payments which may result in an account being overdrawn or where the Recipient does not receive the

Transaction Amount in full);

2. The availability, transferability, or convertibility of any currency;

3. Us being able to credit your Payment Instrument or contact you on the cancellation of a Transaction (where we have made reasonable attempts to do so);

4. Any failure by us to perform (in part or full), or delay in the performance of, any of our obligations under this Agreement due to our compliance with any laws or regulations;

5. The occurrence of any act or event beyond our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary and include without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, natural disasters, failure of telecommunications network and internet disturbances (including where you are not in an area of mobile coverage);

6. Suspension of our Service resulting from maintenance and upgrades to our systems or the systems of any party used to provide our Service;

7. Any dispute between you and any other person;

8. Any disruption caused by;

- A malfunction of all, or any part of, the technology we use to perform our Service; or
- Any period when all, or any part of, our Service is unavailable;

9. Any loss or corruption of any data stored or held (including, but not limited to, copies of any documents related to a Transaction or your identity) by Remitly or a Service Provider;

10. Any transactions that are delayed, blocked, frozen, or refused by us in accordance with this Agreement;

11. Any transactions that are delayed, blocked, frozen, or refused by another financial institution;

12. Defective digital content we supply to you where the damage could have been avoided by you applying an update provided by us, or by you not following our

installation instructions or failing to have in place the minimum system requirements advised to access and use our Service;

13. You using our Services to send money as part of you carrying out business activities;

14. Any inaccuracy, error, or delay in, or omission from, any information provided to you; and

15. Any delays, failures, or inaccuracies in the transmission of any information to you, or any other communications.

- 16.3 Nothing in these Agreement limits excludes or modifies or purports to limit, exclude, or modify the statutory consumer guarantees as provided under the Consumer Guarantees Act 1993, as well as any other implied warranties under similar consumer protection laws in New Zealand. Nothing in this Agreement limits your remedies under the Consumer Guarantees Act 1993\. Where we fail to meet a guarantee you are entitled to have the service re supplied or to recover the reasonable cost of having the service remedied.

17\. COMPLAINTS AND DISPUTE RESOLUTION

17.1 **Contact us first.** If you have a concern, please tell us via our [Help Centre](https://www.remitly.com/nz/en/help) or the Mobile App. We will acknowledge your complaint within 3 business days and aim to resolve it within 30 days.

17.2 **If we cannot resolve it.** If 2 months have passed, or you have received a written notice of our decision or that we believe we are unlikely to resolve the complaint through this process, you may refer the matter \- at no cost to you - to our approved dispute resolution scheme:

Financial Dispute Resolution Service (FDRS), Freephone 0508 337 337, www.fdrs.org.nz.

Under the FDRS rules you must lodge with FDRS within 3 months of our written notice (or within 2 years of you first making the complaint if we don't send one) and in any event within 6 years of the event giving rise to the complaint.

We will comply with any binding FDRS decision.

17.3 **Optional arbitration.** Either party may refer the dispute to arbitration under the Arbitration Act 1996 if:

a. your claim is outside FDRS jurisdiction (e.g., exceeds NZ $500,000 \+ GST); or b. you choose not to accept an FDRS decision and instead want a private forum..

Arbitration will be in English, seated in Auckland, and the arbitrator's costs will be shared equally unless the arbitrator decides otherwise. This clause does not limit your right to go to the Disputes Tribunal or the courts.

18\. MISCELLANEOUS

18.1 **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of New Zealand and each person accepts the non-exclusive jurisdiction of the courts having jurisdiction there.

18.2 **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.

18.3 **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.

18.4 **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. To the extent that any of these terms are determined to conflict with this Agreement, this Agreement shall prevail.

18.5 **Severability**. If any part of this Agreement is prohibited or unenforceable, it is ineffective to the extent of the prohibition or unenforceability, and that does not invalidate the remaining provisions of this Agreement. This Section 18.5 has no effect if the severance alters the basic nature of the Agreement.

18.6 **Set-off**. We may set-off any amount we owe to you against any amount payable by you under any arrangement with us. We need not do so.

18.7 **Assignment**. We may assign or otherwise deal with our rights or obligations under this Agreement without notice. You may not assign your rights or obligations without our consent

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

20\. THIRD-PARTY SERVICES

20.1 **Third-Party Websites and Ads**. The Service may contain links to third-party websites ("**Third-Party Websites**"), applications ("**Third-Party Applications**") and advertisements for third parties ("**Third-Party Ads**") (collectively, the "**Third-Party Services"**). When you click on a link to a Third-Party Service, we will not warn you that you have left the Service and you become subject to the terms and conditions (including privacy policies) of another website or destination. 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 use all links in Third-Party Services at your own risk. When you leave our Service, this Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Services, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

20.2 **Sharing Information through Third-Party Services**. Remitly may provide tools through the Service that enable you to export information to Third-Party Services. 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 your exported information. 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 Third-Party Application on a shared basis within your designated family group.

20.3 **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:

1. 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.

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

3. 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.

4. 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.

5. 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 betweenRemitly 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.

6. 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.

7. 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.