Remitly Flex Agreement

Last Updated: November 26, 2025

Welcome to Remitly Flex, provided by Remitly ADV, Inc. (“Remitly”, “we”, “our”, “us”), a company registered in Delaware with our headquarters in Seattle, WA. This Agreement ("Agreement") outlines the terms and conditions under which you ("Customer", "you") may use our Remitly Flex (“Remitly Flex”) service (“Service”). By accessing or using this Service, you agree to comply with and be bound by this Agreement. You can end this Agreement at any time by no longer using Remitly Flex. Once you accept the electronic version of this Agreement, this Agreement becomes legally binding on you. Do not use this Service if you cannot agree to something in this Agreement. If you don't understand something or want more information, please take a look at the information on our website or mobile application (“Mobile App” or “in app”) or contact us at **1-844-604-0924**.

We offer Remitly Flex, an advance product, on a non-recourse basis. We warrant that we have no legal or contractual claim or remedy against you based on a failure to pay an outstanding advance of funds. Please refer to Section 3 below for more information.

You acknowledge that you have read, agree with, and accept all terms and conditions contained in this Agreement. In consideration of the promises and the respective representations, warranties, covenants, agreements and conditions contained below and on the following pages, you and Remitly enter into this Agreement and agree with, and accept, the terms and conditions set forth.

Information you should protect. Please be aware that we will never ask for your account or Mobile App password. If you think someone else may have accessed your Remitly account without your permission, notify us as soon as possible. For information about how we collect, store, use, and share your information, please see the Remitly [**Privacy Policy**](https://www.remitly.com/us/hi/home/policy).

How to contact us for complaints, disputes, or other issues. We hope you love using Remitly Flex. If we don't meet your expectations, please call us at **1-844-604-0924** or chat with us in our Mobile App first to see if we can work things out.

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT INCLUDES, AMONG OTHER THINGS, A BINDING ARBITRATION PROVISION, A CLASS ACTION WAIVER, AND A WAIVER OF YOUR RIGHT TO A JURY TRIAL, THAT AFFECT YOUR RIGHTS WITH RESPECT TO DISPUTES YOU MAY HAVE WITH REMITALY AND ANY RELATED PARTIES. PLEASE CAREFULLY REVIEW SECTION 8 BELOW. THE TERMS OF THIS AGREEMENT ARE LEGALLY BINDING.

1\. ABOUT THIS CUSTOMER AGREEMENT Defined terms. Capitalized terms in this Agreement have a specific meaning. Their definition is explained in this Agreement.

Other Agreements. In addition to this Agreement, we require that you accept our: (i) [Remittance User Agreement](https://www.remitly.com/us/hi/home/agreement), (ii) [Privacy Policy](https://www.remitly.com/us/hi/home/policy), (iii) [Cookie Policy](https://www.remitly.com/us/hi/home/cookies), (iv) [E-Sign Agreement](https://www.remitly.com/us/hi/home/remitly-flex-e-sign-agreement), and (v) the [Payment Authorization Agreement](https://www.remitly.com/us/hi/home/remitly-flex-payment-authorization). Please make sure that you read and understand our other terms that apply to your use of our Services.

2\. MODIFICATION OF THIS AGREEMENT Remitly reserves the right to amend this Agreement at any time and will provide any notifications as required by law. We will also notify you of any such changes by posting the revised Agreement on our website or in your app. You should check this Agreement periodically for changes. All changes shall be effective upon posting. We will date the terms with the last day of revision. Your continued use of the Mobile App, website or Remitly Flex after any change to this Agreement constitutes your agreement to be bound by any such changes. Remitly may

terminate, suspend, change, or restrict access to all or any part of the Mobile App, website or Remitly Flex without notice or liability.

3\. DESCRIPTION OF OUR SERVICES; OUR WARRANTY TO YOU Remitly's mission is to transform lives with trusted financial services that transcend borders. We accomplish this through our Mobile App and supporting technology, which provide personal financial service products. The Service provides you with access to the following, subject to the applicable terms:

- **Remitly Flex.** If you are eligible, Remitly Flex allows you to receive an advance that can be used exclusively for remittance activity on Remitly to help meet your immediate funding needs at no additional charge. If you are not a Remitly One member, you can only take out one advance at a time; once you have successfully paid back your advance, subject to eligibility, you may take out another advance. There are no required fees or interest charged on Remitly Flex. This product may only be used for personal, family or household purposes. An outstanding Flex balance may affect your eligibility for other Remitly products, including a Remitly Card monthly membership plan.

Warranty. We offer Remitly Flex on a non-recourse basis. We warrant that we have no legal or contractual claim or remedy against you based on a failure to pay an advance. We further warrant that, with respect to any advance we provide to you, (i) we will not engage in any debt collection activities; (ii) we will not place the amount of the advance as a debt with, or sell it to, a third party; and (iii) we will not report the advance to any consumer reporting agency. However, except in certain circumstances for Remitly One members, we will not provide you any further advances while any payment on an advance remains outstanding.

Remitly does not waive any rights regarding fraudulent activity, and Remitly will pursue instances of fraud.

4\. REMITLY FLEX

ELIGIBILITY By entering into this Agreement, you agree that you are at least 18 years of age and of sufficient legal age to enter into a contract in the state where you reside and you are a resident of the United States ("US") when you execute this Agreement. You understand that not all products or functions of the Remitly app or Services are available in all states. You agree that you are under an affirmative obligation to notify us if your physical address changes for any reason.

Remitly Flex is only available to customers based in select US states and sending to eligible corridors. To be eligible for Remitly Flex, you must also meet certain minimum eligibility qualifications, including being in good standing with your Remitly account if you are an existing customer. The amount of your advance will range from $50 to $250. We reserve the right to reduce or increase this range based on your payment behavior or otherwise at our discretion for any reason. We also reserve the right to terminate, suspend or stop providing our Service to you or otherwise stop your use of our Service at any time without liability to you.

Except in certain circumstances for Remitly One members, we will not provide you any further advances while any payment remains outstanding if you do not pay your advance on or before your scheduled payment date, which is communicated in the Remitly app and on your periodic statement. We may consider your remittance activity with Remitly as a payment of existing advance balances with a subsequent new advice provided to fund the remittance, which may maintain your eligibility for advances.

You agree that you will use your advance for remittance activity that complies with the [Remitly User Agreement](https://www.remitly.com/us/hi/home/agreement), including in compliance with the restrictions under Section 5 of the [User Agreement](https://www.remitly.com/us/hi/home/agreement).

We may change our eligibility criteria at any time without notice to you.

MAKING PAYMENTS Payments. Your advance can be repaid in one (1) installment by setting up automatic payments ("AutoPay") or making a manual payment with your linked debit card. Payments are typically debited on the same day as the payment is successfully completed in-app. At your discretion, you can make a partial payment of your advance up to the total amount of your outstanding advance.

AutoPay You may choose to set up AutoPay to make payments on outstanding advances. By signing up for AutoPay, you agree to the AutoPay terms in our [Payment Authorization](https://www.remitly.com/us/hi/home/remitly-flex-payment-authorization). We reserve the right to debit your linked debit card to repay your advance in the amount and on the dates agreed upon when you set up AutoPay, pursuant to the terms of your autopay authorization. You can make changes to your AutoPay amount or payment method or turn off AutoPay at any time in your Remitly app.

Manual Payment You may choose to manually make an electronic payment of an advance by paying the full outstanding advance or making partial payments. If you do not make a payment on your scheduled payment date that is communicated in the Remitly app and on your periodic statement, this may impact your ability to take out another advance.

You can make a partial payment of an advance by going to your Remitly app and choosing "Other amount." You can enter an amount up to your total outstanding advance. By choosing this method, you will be required to authorize your debit card to be debited for a stated amount each time you make a payment.

FEES Remitly Flex does not charge any required fees or interest for an advance at the time of origination or thereafter. You will not be subject to any late fees if you do not pay your advance on or after your scheduled payment date, which is communicated in the Remitly app and on your periodic statement.

You may request that Remitly expedite the funding of your remittance transaction by

paying an optional fee for instant funding (the “Instant Funds Fee” or “Fee”). This fee is optional, and you are not required to pay this fee in order to obtain an advance. Except in certain circumstances for Remitly One members, the Instant Funds Fee is **$3.99**, and it is charged for each new advance in which you opt for the Fee. At our discretion and at any time, we reserve the right to change this fee or remove the option to expedite the funding of your remittance transaction.

If you pay the Instant Funds Fee, your funds will typically be available within minutes of paying the Fee and completing your advance transaction. If you choose not to pay the Instant Funds Fee, your funds will be available in 3 calendar days. If you pay the Instant Funds Fee but your remittance is canceled, we will refund the full amount of the fee to your linked debit card.

Any fees charged as a result of your remittance, independent of whether such remittance was funded with a Remitly Flex advance, are charged separately and distinctly from Remitly Flex or any advances provided under the Service. Remitly does not charge you a fee for Remitly Flex or any advance unless you elect to pay for the optional Instant Funds Fee. We are not responsible for fees that may be imposed by financial institutions associated with your linked debit card, including any NSF fees, chargeback fees, or other, similar charges that might be imposed on you by your bank or other provider.

5\. COMMUNICATIONS AND CONTACT INFORMATION You consent to accept and receive communications from us including e-mail, text messages, calls, and push notifications to the cellular telephone number you provide when you inquire about Remitly Flex, any Remitly product, or to update your contact information. Such communications may include, but are not limited to, communications regarding applications for Remitly Flex, Remitly Flex decisions, disclosures, and other related requests, requests for secondary authentication, receipts, reminders, and notifications regarding updates to your account or account support. Call and text message communications may be generated by automatic telephone dialing systems. Standard message and data rates applied by your cell phone carrier may apply to the text messages sent to you.

You may opt-out of receiving promotional email communications from us by following the unsubscribe options contained in such emails. You may opt out of any promotional phone calls from us by informing the caller that you would not like to receive future promotional calls. You may also opt out of text messages from us at any time by texting STOP to the number from which you received a text. You acknowledge that opting out of receiving communications may impact your use of our and/or Remitly's services.

Questions, notifications, and requests for refunds or further information can be sent to Remitly, as follows: online; by telephone at 1-844-604-0924 (outside the United States, call (206) 535-6152); or by mail at Remitly ADV, Inc., attn: Remitly Flex Customer Service, 401 Union Street, Suite 1000, Seattle, WA 98101, USA.

6\. INDEMNITY You agree to indemnify and hold Remitly, Service Providers, and their respective subsidiaries, affiliates, officers, agents, partners, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of Remitly Flex, your violation of this Agreement, or your violation of any rights of another.

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

8\. DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE THIS SECTION AFFECTS YOUR RIGHTS, PLEASE READ CAREFULLY BEFORE AGREEING TO THIS AGREEMENT.

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

If you or Remitly believe they may have a Claim against the other, you and Remitly both agree to discuss the Claim informally for a period of sixty days (60) to explore whether resolution is possible. During this period, you and Remitly agree that any applicable statute of limitations shall be tolled. This sixty (60) day period shall commence by sending a Claim Notice, which should include a brief description of the alleged Claim and the facts and law supporting the alleged Claim to the other party. You agree that you shall send a notice to us at Attn: Legal, 401 Union Street, Suite 1000, Seattle, WA 98101\. Should Remitly believe it has a Claim against You, Remitly will notify you of that Claim by sending you an email to the address provided in the Profile section of your Remitly Account.

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

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

8.2. Arbitration.

You and Remitly agree that any Claim will be resolved by individual, binding arbitration. YOU AND REMITLY THEREBY EACH AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT YOU AND WE MAY BRING CLAIMS AGAINST EACH

OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The party pursuing arbitration will initiate such arbitration in [JAMS](https://www.jamsadr.com/), an established alternative dispute resolution (ADR) provider. Information regarding JAMS may be found on its website at https://www.jamsadr.com/. You and Remitly also agree that any dispute as to the applicability of this Section 8, the arbitrability of a Claim, or the scope or enforceability of this Section 8 will be decided by the arbitrator.

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

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

8.2.A. Mass arbitration. Notwithstanding the foregoing, in the event that more than 75

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

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

8.2.C. Opt-out. You may opt-out of this Section 8 by notifying us of your affirmative opt-out in writing within 30 calendar days after accepting this Agreement by sending us a notification via mail as follows: Remitly ADV, Inc., Attn: Legal, 401 Union Street, Suite 1000, Seattle, WA 98101\. You must include in that notification a signed statement of Your intent to opt-out of this Section 8\. A notice will be deemed timely if it is postmarked on or before the 30th calendar day after accepting this Agreement.

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

8.2.E. Costs and Fees. Payment of all filing, administration, and arbitrator fees will be governed by the applicable JAMS rules, subject to any state limitations on arbitration costs. If you prevail in arbitration, you may be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Remitly will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration unless the arbitrator finds that either the substance of your Claim or the relief sought to be frivolous or brought for an improper purpose.

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

8.3. Forum for Claims. Should a court determine that this Section 19 is unenforceable, You and Remitly agree that any Claim must be resolved by any state or federal court located in or encompassing King County, Washington. You and Remitly agree to submit to personal jurisdiction of the state and federal courts located within and encompassing King County, Washington for purposes of litigating all such Claims.

8.4. Severability of Arbitration Provision. In the event that an arbitrator determines that 11.2.B (JURY WAIVER AND CLASS ACTION WAIVER) is unenforceable or invalid, this entire Section 8 shall be severed from the Agreement and the Agreement shall be enforced as if the Agreement did not contain this Section 8\.

9\. GOVERNING LAW For disputes over the meaning of this Agreement, other than the terms of Section 8, you and Remitly agree that this Agreement shall be governed by, and all Claims resolved in accordance with the laws of Washington, except that body of law governing conflicts of laws, and all activities performed in connection with the Service

shall be deemed to have been performed in Washington.

10\. MISCELLANEOUS 10.1. 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.

10.2. 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.

10.3. Force Majeure. Except to the extent required under applicable law, 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.

10.4. Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you and any attempted transfer or assignment will be null and void.

10.5. Language. This Agreement is drafted in the English language and translations may be provided in other languages. If your Equipment is set to another language when you use the Remitly Flex Services or read and agree to this Agreement, only the English language version of this Agreement and the Remitly Flex Services will apply. You agree that the English version of the Agreement will control in the event of any inconsistency between the English and translated versions in any dispute related to this Agreement.

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