

## **REMITLY FLEX AND FLEX PLUS MEMBERSHIP**

### **CONSENT FOR ELECTRONIC COMMUNICATIONS (“E-SIGN AGREEMENT”)**

The following disclosures are required by the federal Electronic Signatures (“E-Sign”) in Global and National Commerce Act (the “Act”). Before Remitly ADV, Inc. (“Remitly”, “we”, “us”) can provide Remitly Flex and/or Remitly Flex Plus (“Flex Plus”) (collectively, “Flex Services”), you must acknowledge receipt of these disclosures, agree that you have read the disclosures and provide your consent to the electronic delivery of all Communications (defined below) regarding your Advance (defined further below) and any related products and services offered by us

**This notice contains important information that you are entitled to receive before you consent to electronic records and electronic signatures in connection with your Advance offered by Remitly. Please read this notice carefully and print or download a copy for your files.**

This Electronic Communications Agreement (“E-Sign Agreement”) applies to all Communications related to your Advance and accompanying services available through the Remitly mobile application (“Mobile App”). The Advance is intended for use only by individuals who are willing and able to receive notices and communications from us exclusively through electronic means. If you do not agree to have us provide you with the legally-required notices and communications described herein in electronic and not paper form, then you may not receive the Advance. Similarly, if after providing your consent to the E-Sign Agreement, you withdraw such consent, we reserve the right to terminate your Advance as described below. “Advance” means a cash advance offered by Remitly. “Access Device” means any electronic device you use to access mobile or online services or to view electronic documents. This includes, but is not limited to: a mobile device such as a tablet computer or a smartphone. “Communication” means any customer agreements or amendments, disclosures, notices, responses to claims, periodic statements, error resolution notices, privacy policies, payment authorization, and all other information in connection with the Advance or the Mobile App that we are required by law to provide to you in writing. “Remitly” means Remitly ADV, Inc. “You” and “your” means the person identified on the Advance Account.

**Scope of Communications to Be Provided in Electronic Form.** You agree that we may provide you with any Communications in electronic format, to the extent allowed by law, rather than send paper Communications to you. Your consent to receive electronic Communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Advance and any related products or services;
- This Agreement and any notices about a change in the terms of your Advance, or any other terms of this Agreement;
- Periodic statements;
- Privacy policies and notices;
- Error resolution notices;
- Payment Authorization Agreement;
- Responses to claims filed in connection with your Advance;
- Notices regarding failed payments; and
- All other communications between us (or our service providers) and you concerning your Advance and any related transactions, products or services

**Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided either (1) by posting to Remitly's website, (2) by e-mail, (3) via the Mobile App or (4) by SMS text message if you have provided your consent separately to receive communications via SMS text message. You will be notified when a Communication pertaining to your Advance is available. It is your responsibility to check these sources regularly for Communications and to review any updates to this E-sign Agreement.

**How to Withdraw Consent.** You may withdraw your consent to receive electronic Communications at any time by notifying us via mail at:

Remitly ADV, Inc. ATTN: Flex/Flex Plus 401 Union Street, Suite 1000 Seattle, WA

We reserve the right to restrict or terminate your access to your Advance and any and all related products if you withdraw your consent to receive electronic Communications. If your Flex Services are closed as a result, you will not have access to further Advances. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

**How to Update Your Records.** It is your responsibility to provide us with a true, accurate and complete e-mail address, contact, and other information related to this E-Sign Agreement and your Advance, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) by calling us at 1-844-604-0924 or by updating your contact information in-app. We are not responsible for any delay or failure in your receipt of the Communications if we send the Communications to the last email address you have provided to us.

**To access your Account and electronic documents on a mobile device, you will need:**

- A mobile device running iOS version 8.0 or higher or Android version 4.1 or higher;
- The ability to view and retain Portable Document Format (PDF) files;
- Access to an active email account with an email service provider; and
- Either a printer, hard drive, or other storage device.

We will notify you if our hardware or software requirements change and whether that change creates a material risk that you would not be able to access or retain your electronic documents. Continuing to use your Account and related products and services after receiving notice of the change is the reaffirmation of your consent to this E-Sign Agreement and representation that you have the hardware, software, email address, and capabilities described above.

**Request for Paper Communications.** After you have consented to receive Communications electronically if you would like to receive a paper copy of a Communication we previously made available to you, you may request a copy by contacting us at ATTN: Flex/Flex Plus Customer Service, 401 Union Street, Suite 1000, Seattle, WA 98101. We will send your paper copy to you by U.S. mail. A paper copy of the requested Communications will be provided at no charge. A request for a paper copy of any Communication will not be considered a withdrawal of your consent to receive Communications electronically.

**Communications in Writing.** You accept electronic Communications provided by us as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you “in writing” or in a form that you may keep.

**Federal Law.** You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means

**Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

**Consent.** By clicking “Get my offer” in-app, you adopt the click, check or mark as your electronic signature and you acknowledge receipt of the E-Sign Agreement and further acknowledge that you have read the E-Sign Agreement; you affirmatively consent to the electronic receipt of any and all Communications in connection with your Advance or related products and services and confirm that you are able to receive and review Electronic Communications in the manner we have described above. You further agree that your Access Device satisfies the

hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic communications to you

\*Last update: September 3, 2024\*