

## REMITLY ONE MEMBERSHIP AGREEMENT

Last Updated: April 24, 2026

Welcome to Remitly One membership, provided by Remitly, 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 One Membership (“Remitly One”) 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 canceling your membership. 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**.

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.** <u>Please be aware that we will never ask for your account or Mobile App password.</u> 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 [**<u>Privacy Policy</u>**](<https://www.remitly.com/us/en/home/policy>).

**How to contact us for complaints, disputes, or other issues.** We hope you love using Remitly One. 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 REMITLY 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/en/home/agreement>), (ii) [Privacy Policy](<https://www.remitly.com/us/en/home/policy>), (iii) [Cookie Policy](<https://www.remitly.com/us/en/home/cookies>), and (iv) [E-Sign Agreement](<https://www.remitly.com/us/en/home/esign>). Please make sure that you read and understand our other terms that apply to your use of our Services. To obtain the full use of your Remitly One membership (“Remitly One”), you may be required to accept other services agreements, such as [Remitly Flex Agreement](<https://www.remitly.com/us/en/home/remitly-flex-user-agreement>), [Remitly Flex Payment Authorization Agreement](<https://www.remitly.com/us/en/home/remitly-flex-payment-authorization>), [Remitly Flex E-Sign Agreement](<https://www.remitly.com/us/en/home/remitly-flex-e-sign-agreement>), [Remitly Wallet Agreement and Boost Rewards](<https://www.remitly.com/us/en/home/wallet-rewards-customer-agreement>) and [Remitly Debit Card Lead Bank Cardholder Agreement](<https://www.remitly.com/us/en/home/remitly-debit-card-agreement>).

## **2. MODIFICATION OF THIS AGREEMENT**

All membership benefits, offers, rewards, and services are subject to availability and may be changed by Remitly at any time without notice. Remitly reserves the right to amend this Agreement at any time and will provide notification prior to any changes 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 One 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 this Service without notice or liability.

### **3. DESCRIPTION OF REMITLY ONE MEMBERSHIP BENEFITS AND 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, website, and supporting technology, which provide personal financial service products.

Remitly One is a paid subscription service that offers various benefits for a simple flat monthly fee. From time-to-time, we may offer promotions or discounts to the standard monthly rate. Remitly One is entirely optional and it is your decision whether or not to join and pay the membership fee. Remitly One provides you with access to the following membership benefits subject to the applicable terms:

- **Remitly Flex.** This service provides an advance of funds product, which is offered by Remitly Adv, Inc. on a non-recourse basis. The advance can be used exclusively for remittance activity on Remitly to help meet your immediate funding needs. We warrant that we have no legal or contractual claim or remedy against you based on a failure to pay an outstanding advance. There are no required fees or interest charged on Remitly Flex. This product may only be used for personal, family or household purposes. You must meet certain eligibility requirements and comply with all applicable terms and conditions as described in the [Remitly Flex Agreement](<https://www.remitly.com/us/en/home/remitly-flex-user->

agreement). Not currently available in the following states: CT, MA, MD, NV, NY, and ME. To obtain no-cost Remitly Flex without a Remitly One membership and the benefits provided by a membership, contact us at 1-844-604-0924.

- Remitly One provides the following additional benefits to Remitly Flex customers: (i) the ability to take out multiple advances up to your limit; (ii) instant funding of your advance; and (iii) the ability to repay your advance anytime within 90 days without losing eligibility for additional advances. If you do not pay an outstanding advance in full within 90 days of your advance date, you will no longer be eligible for advances. To maintain your eligibility for advances as a Remitly One member, you must both maintain your membership and pay your outstanding advances within 90 days of your advance dates. We may consider your remittance activity with Remitly as a payment of existing advance balances with a subsequent new advance provided to fund the remittance, which may maintain your eligibility for advances.

- **Remitly Boost Rewards.** The Remitly Wallet is an account that you may open that will allow you to store value or hold a balance as shown in our Mobile App. You must meet certain eligibility requirements and comply with all applicable terms and conditions as described in the [Remitly Wallet Agreement] (<https://www.remitly.com/us/en/home/wallet-rewards-customer-agreement>). As a Remitly One member, you will have the opportunity to elect to participate in the [Remitly Boost Rewards Program] (<https://www.remitly.com/us/en/home/wallet-rewards-customer-agreement#remitly-wallet-rewards-program>), where you will earn cash rewards on the money you store in your Remitly Wallet. You must store at least \$1 in your Wallet to earn your cash back rewards. We will calculate your rewards daily and credit them to your account every week.

- <sup>\*\</sup>[No longer in effect as of May 4, 2026\]\* **Remitly Cash Back.** As a valued customer of Remitly One, if you take one or more of the actions described below we will provide you with 1% cash back reward to your Remitly Wallet, up to \$5 per month in the aggregate. You must open or have a Remitly Wallet in the month in which the rewards accrued in order to receive the cash back rewards. Otherwise, such rewards will expire at the end of the month. The following actions qualify for cashback:

- When you use Remitly Flex, sign up for auto-pay and make a timely repayment of your full outstanding advance in accord with the Remitly Flex terms.

For each timely advance complete repayment, we will give you 1% bonus cash back up to the \$5 per month limit.

- When you use your Remitly Wallet, make a bank deposit (also known as an Automated Clearing House or ACH deposit) into your Wallet and we will give you 1% bonus cash back up to the \$5 per month limit.

- **\*[Effective May 4, 2026]\* Remitly Rewards.** As a valued customer of Remitly One, when you use Remitly Flex, sign up for auto-pay, and make a timely repayment of your full outstanding advance in accord with the Remitly Flex terms, we will provide you a reward of 1% of your repayment amount, up to \$5 per month. Any rewards that you accrue for timely repayment will be available to use after your next Remitly One membership payment. Available rewards will then be automatically applied as a discount on your next remittance transfer. An active Remitly One membership is required to use any accrued reward; if you are no longer an active Remitly One member, rewards will expire within 30 days.

- **Remitly Debit Card Cash Back Rewards.** As a Remitly One customer, you may be eligible to earn 1% cash back from Remitly on purchases made using your Remitly virtual Visa debit card through participation in the Debit Card Cash Back Program (“**Program**”).

- **Program Overview.** You may earn Remitly Debit Card Cash Back Rewards based on qualifying debit card purchases made using your Remitly Wallet debit card. You will earn Debit Card Cash Back Rewards of 1% on qualifying debit card purchases on up to \$4,000 in purchases per calendar month. The maximum amount of Debit Card Cash Back Rewards that may be earned each month is \$40 per account.

- **Eligibility.** To participate in the Debit Card Cash Back Program, you must be an active member of Remitly One membership program and your Remitly Account and Remitly Wallet must be continuously in good standing. If your Remitly Account or Remitly Wallet is not in good standing for any reason, or we determine in our sole discretion that you are abusing the Cash Back Rewards Program or have otherwise violated these terms or the Remitly Agreements, you may be ineligible to participate in the Program, and you may forfeit any Cash Back Rewards previously obtained or accrued. We may temporarily or permanently disqualify you from participating in the Debit Card Cash Back Rewards Program and/or adjust or cause

to be forfeited any or all Cash Back Rewards accrued as a result of your abusive behavior, fraud, misrepresentation, any violation of law, violation of any other agreement with us or one of our affiliates, or any other violation of any of these Cash Back Rewards Terms, as determined by us in our sole discretion. We may cancel or forfeit any Cash Back Rewards you may accrue under the Cash Back Rewards Program if you default on any provision of these Cash Back Rewards Terms or the Remitly Agreements.

- **Cash Back Rewards.** We calculate your Debit Card Cash Back Rewards by multiplying your eligible Qualifying Purchases by 1% (.01). Debit Card Cash Back Rewards are calculated based on each eligible debit card purchase rounded to the nearest dollar.

- **Qualifying Purchases.** Qualifying debit card purchases include:

- (a) Point-of-sale purchases made with your debit card; and
- (b) Online purchases made with your debit card.

- **Non-Qualifying Purchases.** Debit card transactions that are not eligible for 1% debit card Cash Back Rewards include:

- (a) Transactions conducted at an ATM;
- (b) The purchase of money orders, currency, coins, or other cash-equivalents, such as Bitcoins, negotiable items not yet deposited, U.S. treasury bills, and commercial paper;
- (c) Peer-to-Peer or Person-to-Person (P2P) payments, which are electronic money transfers made from one individual's bank Account or credit card to another individual's bank Account or credit card through a P2P payment application;

- (d) Cash over portion of a point-of-sale purchase;
- (e) Loan payments or Account funding made with your debit card, such as auto loan payments or prepaid card loading;
- (f) Purchases made using third-party payment Accounts (P2P payments using services such as Venmo® or PayPal® ) unless otherwise agreed to by us; and
- (g) Online sports betting or internet gambling transactions.

- Merchants who accept Visa debit cards are assigned merchant codes based on the kinds of products and services they primarily sell. Merchant codes are not assigned by Remitly or Lead Bank. Even though a merchant or some of the items it sells may seem to fit within a rewards eligible category, the merchant code may not fall into that category. Rewards eligibility is determined based on the merchant code Remitly receives in connection with a debit card transaction. You earn Debit Card Cash Back Rewards only when they are processed, which may be after your purchase date. Some merchants may compile purchases and post them at a later date, which may be different than the day the purchase was initiated.

- **Earning Debit Card Cash Back Rewards.** Your Debit Card Cash Back Rewards will be earned each calendar month on qualifying purchases and will be loaded to your Remitly Wallet balance on the Business Day following your statement end date, subject to a total monthly redemption amount of \ \$40. You must have an active Remitly Wallet Account and Membership when debit card Cash Back Rewards are posted.

- **Rewards Adjustments and Termination.** We reserve the right to determine in our sole discretion whether a particular transaction is a qualifying transaction and we may make adjustments to your debit card Cash Back Rewards based on your debit card activity. Any returns, credits, or chargebacks earn “negative” cash back that will be deducted from the total debit card Cash Back Rewards earned or debited from your wallet balance, as applicable.

- **Proof of Purchase.** We reserve the right to request receipts of your debit card purchases within sixty (60) days of the purchase date and you agree to provide such receipts upon request. Failure to provide requested receipts will result in those debit card purchases not being eligible for Cash Back Rewards.

- **Taxes.** Cash Back Rewards are categorized as rebates or discounts for the purchase of goods and services from merchants and will not be reported as taxable income to the extent provided in accordance with IRS regulations. You are solely responsible for any taxes that may be owed as a result of Debit Card Cash Back Rewards earned under this Program. Please consult your tax advisor.

- We may, without prior notice or liability to you, discontinue the Program or modify the Program by adding or removing features or functionalities or revising these terms, even though such changes may affect your eligibility for, or ability to access, Debit Card Cash Back Rewards. We may limit accrual of Cash Back Rewards, including through caps, fees, and expiration. We may also revise the terms governing Cash Back Rewards from time to time in our sole discretion, subject to applicable law. By continuing to access, test, or use the Program after any modification to these Wallet Rewards Terms, you agree to be bound by them.

- Banking services and the Remitly Debit Card are provided by Lead Bank. The Remitly Debit Card is issued by Lead Bank pursuant to licensing by Visa® U.S.A. Inc. Fees may apply. Remitly, Inc. is a licensed money transmitter, not a bank. Lead Bank is issuer of the Card only and not responsible for the associated accounts or other products, services, or offers from Remitly. See Terms and Cardholder Agreement for further details.

#### **4. REMITLY ONE MEMBERSHIP FEE & ELECTRONIC PAYMENT AUTHORIZATION**

Some benefits and services described above in Section 3 may be available at no charge, while access to others are only available to Remitly One members. To maintain an active Remitly One membership you must pay a monthly fee (“Remitly One Fee”). Any material changes to Services available under Remitly One will be communicated to you before a change goes into effect to allow you to determine whether you wish to continue your membership or not and will be reflected in the Mobile App.

The Remitly One Fee will be displayed to you in your Mobile App. The Remitly One Fee amount is subject to change at our sole discretion. The Remitly One Fee will automatically renew every month unless and until you cancel your membership in the Mobile App. When you pay the Remitly One Fee, you have access to membership benefits for 30 days from the time you successfully made payment of the Remitly One Fee. Membership benefits are detailed in Section 3, above.

**By affirmatively selecting to enroll in Remitly One, you have pre-authorized Remitly to make a recurring payment for your Remitly One Fee unless and until you cancel your membership.** As such, you authorize Remitly to electronically debit the Remitly One Fee from the debit card that you provide to Remitly. You further consent to Remitly storing that information on file for payment of the Remitly One fee or to carry out any other action that we, or our third-party service providers, may reasonably require for you to access and use Remitly One. The Remitly One Fee will be debited separately from any payment made on any other Remitly products and services. In addition, you represent and warrant that: (i) the debit card that you provide is valid, has not expired, and is otherwise in good standing; and (ii) you are an authorized and lawful user of the debit card.

Your monthly membership payment will be electronically debited from your linked debit card as follows:

- **\*Amount of Debits:\*** Amount of your monthly Remitly One Fee, as shown in your Mobile App.
- **\*Date of Debits:\*** Once a month on the date disclosed in-app under “Membership Details.”
- **\*Frequency of Debits:\*** Monthly.
- **\*Cancellations:\*** You can cancel Remitly One membership at any time in-app. Cancellation requests must occur (1) business day before the scheduled date of your next monthly payment. Cancellation requests can be made in the Remitly app by selecting Manage or Explore \> Remitly One \> Membership Details \> Cancel Remitly One or otherwise in the Membership home in-app.

We may reattempt your linked debit card if your payment cannot be completed on the agreed upon date. If we are unable to complete your monthly membership payment, you must go in the app and make a manual payment. Failure to make a monthly membership payment may impact your ability to use Remitly One Services.

Any fees charged as a result of your remittance, independent of whether such remittance was funded with a Remitly Flex advance or from your Wallet, are charged separately and distinctly from the Remitly One Fee. We are not responsible for fees that may be imposed by financial institutions associated with your linked debit card, bank account, digital wallet, or other account, including any NSF fees, chargeback fees, or other, similar charges that might be imposed on you by your bank or other provider.

## **CANCELING MEMBERSHIP**

**\*You can cancel Remitly One at any time.\*** You must cancel your membership at least one (1) business day before the scheduled date of the debit. Once you cancel, you will no longer have access to the Remitly One benefits after your current eligibility period.

If you wish to cancel your membership, you may do so by contacting Customer Service or in-app at the Membership home. You can navigate there as follows:

- In your Mobile App, click Manage or Explore→ Remitly One→ Membership Details→ Cancel Remitly One.

If you believe that you should not have been charged a Membership Fee or would like to cancel your membership, please contact Customer Service in app or at **1-844-604-0924**.

## **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 One and any of its benefits, your account, or to update your contact information. Such communications may include, but are not limited to, communications regarding Remitly One and any of its benefits related to Remitly Flex and Wallet, any 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 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, Inc., attn: Remitly 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 One, 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 RELATED TO REMITLY ONE.

## **8. DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE**

**<span class="mark">Disputes with Remitly THIS SECTION AFFECTS YOUR RIGHTS, PLEASE READ CAREFULLY BEFORE AGREEING TO THIS AGREEMENT.</span>**

**8.1.** 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 believe you have a Claim against Remitly or Remitly believes it has a claim against you, 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 email 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. Agreement to Arbitrate.** 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/](<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 19 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/](<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 consumers, represented by the same, related, or coordinate attorney or law firm, initiate arbitrations 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>](<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-fs4.29.24.pdf>](<https://www.jamsadr.com/files/uploads/documents/massarbitrationprocedures-fs4.29.24.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, 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 you accept 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 8.2.B (JURY WAIVER AND CLASS ACTION WAIVER) is unenforceable or invalid, this entire Section 19 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 Remitly One or read and agree to this Agreement, only the English language version of this Agreement and Remitly One benefits 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.