Remitly's User Agreement

How to Read this Document

Remitly's User Agreement contains two (2) distinct and separate sets of terms of conditions. For ease of reference, we have included each set of terms on this webpage. The details of each set of terms and how they apply to our use of our services is set out in the table below.

Please review the terms which apply to your specific use of our services. You can jump directly to the terms by clicking on their link below.

Name**:** [**Remitly Transaction Terms and Conditions**](https://www.remitly.com/au/en/home/agreement#remitly-transaction-terms-and-conditions)

Application**:** These terms and conditions apply to the Instruction you give us and the Transaction we make acting on your Instruction. Each Instruction and corresponding Transaction is made under separate Remitly Transaction Terms and Conditions and you must accept the Remitly Transaction Terms and Conditions at each time you submit an Instruction.

Name**:** ---

Application**:** ---

Name**:** [**Remitly Profile Creation Terms and Conditions**](https://www.remitly.com/au/en/home/agreement#remitly-profile-creation-terms-and-conditions)

Application**:** The Remitly Profile Creation Terms and Conditions are the basis on which you create an account with us. You agree to the Remitly Profile Creation Terms and Conditions once, at the time you create a Profile.

Remitly Transaction Terms and Conditions

Our Services allow you to transfer funds to Recipients located in certain countries outside Australia in their local currency.

This document sets out the Transaction Terms and Conditions (**Transaction Terms**) that apply to the Instruction you give us and the Transaction we make acting on your Instruction.

These Transaction Terms are not a standing arrangement to give us Instructions or for us to make Transactions acting on your Instructions. Each Instruction and corresponding Transaction is made under separate Transaction Terms and you must agree to the Transaction Terms each time before submitting an Instruction.

Please read this document carefully. You acknowledge that by clicking 'Send Money', 'Confirm Transfer' (and/or as we otherwise ask you to agree to these Transaction Terms) you agree to be bound by these Transaction Terms.

The information in this document is current as of 22 December 2023 and is subject to change. We may change these Transaction Terms in the way described in clause 15.

Other Terms

For the terms and conditions that apply to creating and maintaining a Profile with Remitly please see our Profile Terms and Conditions. You should also read our Privacy Notification and Consents available [here](https://www.remitly.com/home/policy).

A guide to reading this document

There are words used in these Transaction Terms that have special meanings, which can be found at the end of this document in the section "Meaning of Words" in Part 3.

If you need to know more, please ask

If there's anything in this document that you'd like to clarify or know more about, simply email us at [Contact US](https://help.remitly.com/s/contact).

Remitly Australia

The Services set out in this document are provided to you by Remitly Australia Pty Ltd (**Remitly, we, us** and **our**)

PART 1 – TRANSACTION FEES AND TERMS AND CONDITIONS

1 Fees

1.1 The following fees are payable by you to us under these Transaction Terms.

Fee type**:** Service Fee

Amount**:** You agree to pay us the Service Fee amount which we disclose to you prior to you giving us an Instruction. The Service Fee is payable in addition to the Amount each time you give us an Instruction

Fee type**:** ---

Amount**:** ---

Fee type**:** Credit card payment processing fee

Amount**:** You agree to pay us a credit card payment processing fee which is a % of each Australian dollar amount that is debited to your Payment Instrument by us under these Transaction Terms when that Payment Instrument is a credit card. We tell you this % amount prior to you giving us an Instruction, payable in addition to the Amount each time you give us an Instruction.

Fee type**:** Third party fees

Amount**:** The services of Payment Service Providers may also be used to provide our Services. In many cases, these Payment Service Providers will impose payment or handling fees and charges and are beyond our control. Remitly will not be liable for any amount deducted by, or payable to, a Payment Service Provider involved in carrying out a Transaction. Fees and charges imposed by Payment Service Providers may be deducted from amounts transferred to the Recipient. If this occurs, this means that the Recipient will receive less than the Amount. We will give you notice of any third-party fees we are aware of that will be deducted and the amount that the Recipient will ultimately receive.

Fee type**:** Insufficient fund fee

Amount**:** If your financial institution charges us a fee as a result of you having insufficient funds available through your Payment Instrument to debit the Amount and any fees and charges in relation to a Transaction or otherwise payable under these Transaction Terms you agree to reimburse us for the amount of that fee.

Fee type**:** Chargeback fee

Amount**:** 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.

Fee type**:** Card Payment Authorisation Fee

Amount**:** If your nominated Payment Instrument for the Transaction is a credit or debit card, You agree to pay us a small fee of $0.01 to allow us to authorise your card payment to us. This fee is temporary and will be refunded once your card has been authorised.

1.2 Unless stated otherwise, we will debit these fees to your nominated Payment Instrument for the Transaction or any other Payment Instrument saved to your Profile. With the exception of the Service Fee, the Credit Card Payment Processing Fee and the Card Payment Authorisation Fee all fees are non-refundable.

1.3 Clause 1 is a continuing obligation and continues after termination of these Transaction Terms.

2 Eligibility to use our Services

2.1 To give us an Instruction you must:

1. have a Profile that has not been suspended or closed;

2. agree to the Transaction Terms;

3. have read and agreed to our Privacy Notification and Consents; and 4. be able to honestly make the representations set out in clause 4.

3 Submitting an Instruction

3.1 You can give us an Instruction by logging into your Profile.

3.2 At the time you give us an Instruction you must provide us with the details of at least one Payment Instrument, which is valid, unexpired and in good standing.

3.3 Your Instruction is a request to us to:

1. debit in Australian dollars the Amount and the applicable fees to the Payment Instrument you have nominated for this Transaction on receipt of the Amount and applicable fees from your financial institution:

2. retain any applicable fees;

3. convert the Amount into the Recipient's Foreign Currency using the exchange rate specified in the Instruction; and

4. immediately initiate the transfer of the Amount in the Recipient's Foreign Currency to the Recipient, to be made available in the way specified in the Instruction (although you acknowledge that it may take up to 2 business days or such time as is reasonably required for the Amount to be available to the Recipient to withdraw or collect, subject to any constraints including those imposed by law).

3.4 We will accept your Instruction once we have received the Amount and applicable fees from your financial institution. This agreement will be effective from that time.

3.5 Once you submit an Instruction it may not be changed but can be cancelled in accordance with clause 3.7

3.6 We may refuse to act on your Instruction if:

1. your Profile has been suspended or closed;

2. you are not the authorised holder of your Payment Instrument;

3. your Payment Instrument is invalid, expired and not in good standing;

4. we consider it reasonably necessary to protect IT our systems from, for example, misuse, interference, or damage;

5. we consider it reasonably necessary to protect us or you from fraud or other illegal activities;

6. we consider that acting on your Instruction may cause us (or any Service Provider) to breach any laws;

7. we have reasonable grounds to suspect that you (or someone purporting to act on your behalf) is acting fraudulently;

8. your Instruction does not contain all of the Information we require;

9. the Recipient is located in a country that we no longer make funds available to (a list of countries to which you can send money will be shown in our website or application);

10. you have previously used or are seeking to use our Services in connection with sexually-oriented materials or services, gambling activities, the purchase or sale of tobacco, tobacco related paraphernalia, firearms, prescription drugs, or other controlled substances;

11. we reasonably consider you pose an unacceptable form of liability, credit and/or fraud risk to us and our users;

12. you provide incomplete, incorrect, or misleading information in any material

respect and in circumstances which may materially increase the risk that we might not comply with any law or the risk that you will be unable to comply with your obligations under or in connection wiht these Transaction Terms, or which may impact in a material way our reputation;

13. you provide yourself a cash advance from your credit card (or help others to do so) or otherwise attempt to obtain more funds than you are entitled by receiving or attempting to receive funds from both us, another user of our Services, bank, or debit or credit card company for the same Transaction;

14. you access our Services from a country or region outside Australia which is not permitted by us or otherwise use an 'anonymising proxy' or any other tool which makes your use of the internet untraceable; or 15. you use any robot, spider, scraper or automatic device or manual process to monitor or copy our website or app or otherwise display, use, copy or modify the Remitly Intellectual Property.

We will tell you as soon as possible if we will not act on your Instruction.

3.7 If you ask us to cancel the Transaction:

1. before or after we have received the funds from your financial institution but before we have initiated the transfer we will (if applicable, on receipt of those funds) credit them to your Payment Instrument; or

2. after we have initiated the Transaction we will request that the Payment Service Provider return the funds to us, and if they do so we will credit your Payment Instrument, in Australian dollars, with the Amount, the Service Fee and the Credit Card Payment Processing Fee as applicable.

However, we will not be able to make a refund in such a manner if the Recipient has claimed or been credited with the funds you have sent, either through cash pick up, home delivery or bank account deposit (as the case may be).

Upon receiving your request to cancel a Transaction we may confirm with our Payment Service Providers to determine if the Transaction was cancelled prior to issuing you with a refund.

3.8 If the Amount is to be collected in cash and the Recipient does not collect the Amount within 60 days of it being available to them, Remitly will cancel the Transaction and request that the Payment Service Provider return the funds. We will, on receipt of the funds from the Payment Service Provider, credit to your Payment Instrument in Australian dollars, the Amount, the Service Fee and the Credit Card Payment Processing Fee as applicable.

3.9 If you think there has been an error or a problem with the Transaction:

1. you should contact us as soon as possible with the following information:

1. your name and email address;

2. a description of the error or problem;

3. the name of the Recipient (and if known their telephone number and address);

4. the Amount in Australian dollars; and

5. the reference number for the Transaction.

2. 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 90 days of you providing the details set out in 3.9(1) above and inform you of that determination within 3 business days of making the determination. If you do not agree with our determination, you can follow our dispute-reosluution procedure set out in clause 10.

3. where we determine a refund is required, we will refund the relevant funds within 3 business days;

4. if we determine that an error has occurred we will correct it promptly.

3.10 If you are not satisfied with our service for any reason we will refund the Service Fee amount of the Transaction (our 'Goodwill Guarantee'). To receive our Goodwill Guarantee contact us by calling 02 8607 8054 or contacting us via the options listed at [Contact Us](https://help.remitly.com/s/contact). Our Goodwill Guarantee is provided in addition to, and does not effect, any rights you may have under law.

3.11 You acknowledge and agree that:

1. with the exception of the Service Fee and the Credit Card Payment Processing Fee, the fees paid under clause 1 are not refundable;

2. we may earn revenue from the exchange rates used by us;

3. we may limit the number and type of Payment Instruments that you can use when submitting an Instruction to us;

4. if we are not able to debit or credit your Payment Instrument you authorise us to re-try the Payment Instrument upt to three times or to debit or credit any other Payment Instrument saved to your Profile;

5. the time it takes for the Amount to reach the Recipient following an Instruction being submitted depends on a range of factors (some of which are outside

of our control);

6. delivery of some currencies may be governed by, or subject to certain legal and regulatory requirements and obligations. To the extent these requirements and obligations apply to you as the payer of the Amount, it is your responsibility to ensure you comply with these requirements and obligations and that you take such steps as are necessary under such laws and regulations to enable us to effect the transfer of the Amount to the Recipient and if needed we suggest you your own advice in relation to such matters;

7. if a Transaction is cancelled (by you or us):

1. with the exception of the Service Fee and the Credit Card Payment Processing Fee, all fees are non-refundable; and

2. you must pay any third-party fees associated with the cancellation and crediting of your Payment Instrument; and

3. we may not be able to recover the funds from the Payment Service Provider;

8. 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 these Transaction Terms and 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;

9. we only send funds to the countries and in currencies listed on our website (these countries and currencies are subject to change at anytime and you should review the list before submitting and Instruction to us);

10. we are not obliged to accept payment from you by any means other than your Payment Instrument;

11. you must not use our Services if you are acting in a business capacity;

12. the Recipient may not receive the Amount or may only receive part of the Amount where, if for example:

1. you have not provided correct information (including if you have not provided the correct Recipient details);

2. there are insufficient funds available through your Payment Instrument;

3. the Recipient's Payment Service Provider, or any other institution through which the instruction passes, does not make it available to the Recipient;

4. the Recipient's Payment Service Provider, or any other institution through which the instruction passes, deducts fees; or

5. fees (as set out in clause 1) are incurred after the Amount has been debited to your Payment Instrument and we deduct those fees from the Amount;

13. we are not 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).

3.12 Direct Debit Request Service terms. When using our bank funded payment method, you acknowledge and agree that:

1. By submitting a Direct Debit Request, you have authorised us to arrange for your nominated account to be debited according to the agreement we have with you.

2. You authorise us, Remitly Australia Pty Ltd (APCA User ID: 622034), to debit your account at the financial institution that you identify through the Bulk Electronic Clearing System ("BECS");

3. *Changes by us* - We will advise you 14 days in advance of any changes to any recurring Direct Debit arrangements.

4. *Changes by you* – For all matters relating to the Direct Debit arrangement, including deferment, stops, cancellations or alteration of any of the arrangements, please contact us via https://help.remitly.com/s/contact.

5. Please allow 7 days for the amendments to take effect.

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 can not 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.

6. If the due date for a payment falls on a non-working day or public holiday in New South Wales, the payment will be processed on the next working day. If you are uncertain as to when the debit will be processed to your account, you should contact your financial institution. *Returned Payments* –In the event that a direct debit to your bank account is initiated via the BECS, and is returned to us unpaid, we will automatically cancel the Transaction and notify you of such cancellation via email; in this event we will not reattempt to debit your bank account until you resubmit a new direct debit request

7. Subject to our Privacy Notification and Consent, all customer records and account details will be kept private and confidential to be disclosed only at the request of the customer or financial institution in connection with a claim (including JP Morgan as sponsor) made to an alleged incorrect or wrongful debit.

8. Direct Debiting through BECS is not available on all accounts. If in doubt, you should refer to a recent account statement or check with your financial institution before submitting an Instruction.

4 Representations

You represent that:

1. you are a natural person of at least 18 years of age;

2. you are a resident of Australia;

3. you are the authorised holder of the Payment Instrument; 4. you have sufficient available funds on your Payment Instrument to carry out the Transaction;

4. you have provided us with accurate and complete details of the Recipient including their Payment Service Provider details;

5. you are using our Services to send money to a person you know and not acting in a business capacity;

6. your use of our Services does not involve sending money to India for a commercial or charitable purpose;

7. your use of our Services does not contravene the laws, including sanctions laws, of Australia (or the laws, including sanctions laws of any other country); and

8. all information, documents and notifications which are provided to us or which are recorded on your Profile are genuine, accurate and complete (including, but not limited to, your residential address and contact details).

5 Our liability is limited

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), a arising as a result of the following (except to the extent that loss or damage is caused by our fraud, negligence, wilfull 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 Amount in full);

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

3. us being unable 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 these Transaction Terms due to our compliance with any laws or regulations;

5. the occurrence of an Event Outside Our Control;

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

7. any dispute between you and any other person;

8. any disruption caused by:

a. a malfunction of all, or any part of, the technology we use to perform our Services; or

b. any period when all, or any part of, our Services are 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 these Transaction Terms;

11. any transactions that are delayed, blocked, frozen or refused by another financial institution or Payment Service Provider;

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 Services;

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.

5.2 If, despite clause 5.1 above, we become liable to you under these Transaction Terms, then to the extent permitted by law, and subjct to section 64A(3) of the Australian Consumer Law, our lability will be limited to the re-supply of the service.

To the extent permitted by law, our liability will be limited to the re-supply of the service.

5.3 Nothing in these Transaction Terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under similar consumer protection laws in the States and Territories of Australia (" **Non-Excludable Guarantees**").

6 You must indemnify us

6.1 You indemnify and keep us indemnified against, and must pay us within two business days, 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 other than for our failure to comply with these Transaction Terms;

2. your failure to comply with any of your obligations under these Transaction Terms;

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 these Transaction Terms;

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 these Transaction Terms, including its legal fees on a solicitor and client basis; or

8. Remitly acting in good faith on telephone, Electronic or written instructions purporting to originate from you.

6.2 The indemnity given by you under these Transaction Terms is a continuing obligation and continues after termination.

7 Termination

This agreement terminates once a Transaction is completed. A Transaction is completed on the later of:

1. the date that the Amount is credited to the Recipient's bank account or is collected in cash; and

2. the date we credit your Payment Instrument if the Transaction is cancelled

for any reason under these Transaction Terms.

8 Severability

If any part of these Transaction Terms are prohibited or unenforceable, it is ineffective to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Transaction Terms. This clause has no effect if the severance alters the basic nature of this agreement.

9 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.

10 Dispute resolution

10.1 If a dispute arises between you and Remitly, our goal is to understand and address your concerns. Please contact us via:

[Contact Us](https://help.remitly.com/s/contact), or by telephone at 02 8607 8054 to discuss a dispute with us.

10.2 Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to arbitration in accordance with, and subject to, Resolution Institute of Australia's Arbitration Rules. Unless the parties agree upon an arbitrator, either party may request a nomination from the Chair of Resolution Institute. The place of arbitration shall be Sydney.

11 Governing Law and jurisdiction

These Transaction Terms will be governed by and interpreted in accordance with the laws of New South Wales and each person accepts the non-exclusive jurisdiction of the courts having jurisdiction there.

PART 2 – TRANSACTION TERMS GENERAL INFORMATION

12 Privacy and Confidentiality

Remitly's Privacy Notification and Consents, available

[here](https://www.remitly.com/home/policy), explain our commitment to the protection of your personal information and includes important consents we require you to provide in order to use our Services.

13 Communications

13.1 We may communicate with you through Electronic means and you provide your consent to receiving the communications via Electronic means, including but not limited to:

1. any amendments, modifications or supplements to these Transaction Terms and the Profile Terms;

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.

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

13.3 You may communicate with us by contacting us at [Contact Us](https://help.remitly.com/s/contact), or by telephone at 02 8607 8054.

14 Anti-Money Laundering and Counter-Terrorism Financing and Sanctions Obligations

14.1 You should be aware that:

1. transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law, including any anti-money laundering and sanctions law (or the laws, including anti-money laundering or sanctions law of any other country);

2. where Transactions are delayed, blocked, frozen or refused Remitly and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your use of our Services, except to the extent

caused by our fraud, neegligence, or wilful misconduct, or that of our employees, agents, officers, contractors, administrators, or receivers;

3. we may from time to time require additional information from you to assist us in the above compliance process; and

4. where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, service providers or to other third parties.

14.2 You provide us with the following undertakings and indemnify us against any potential losses arising from any breach by you of such undertakings except to the extent any loss is caused by our fraud, negligence, or wilful miscondcut, or that of our employees, agents, officers, contractors, administrators, or receivers:

1. To the best of your knowlege having made due enquiries, you will not initiate, engage in or effect a Transaction that may be in breach of Australian 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 your use of our Services is being provided does not breach any Australian law including anti-money laudnering or sanctions laws (or the laws, including anti-money laundering or sanctions of any other country applicable to you).

15 Changes to Transaction Terms

15.1 We may change the Transaction Terms at any time and we will notify you of the changes as described below:

Type of change**:** New fee or increase to a fee relating solely to your use of our Services (other than fees which we disclose to you prior to you giving us an Instruction).

Time frame**:** 30 days in advance

Method of Notification**:** Electronically

Type of change**:** ---

Time frame**:** ---

Method of Notification**:** ---

Type of change**:** A change that is to your benefit or is required to comply with Laws

Time frame**:** On the day that change takes effects or earlier

Method of Notification: Electronically

Type of change: A change that relates to the availability of a new product or service
Time frame: On the day that change takes effects or earlier
Method of Notification: Electronically

Type of change: To clarify an existing term
Time frame: On the day that change takes effects or earlier
Method of Notification: Electronically

15.2 Each time you submit an Instruction you are required to agree to the Transaction Terms. It is important that you read the Transaction Terms before entering a Transaction as they may not be the same the terms that applied to any previous transaction you entered with us.

16 Assignment

We may assign our rights or otherwise deal with our rights under this document without giving you prior notice. You may not assign or otherwise deal with your rights under this document or allow any interest in them to arise or be varied without our consent.

PART 3 – TRANSACTION TERMS MEANING OF WORDS

Amount means the amount to be paid to the Recipient.

Electronic means electronic forms of communicating including but not limited email, smartphone notifications, phone, SMS, app or posting on our website.

Event Outside Our Control means 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).

Instruction means an instruction given by you to us to make the Amount available to

the Recipient and which sets out the Amount in Australian dollars, the Recipient's Foreign Currency, the exchange rate applicable, the Payment Instrument, and whether the Amount will be credited to the Recipient's bank account or collected, and which is given by clicking 'Send Money', 'Confirm Transfer' (and/or as our Services otherwise provide to enable you to submit an Instruction).

Minimum System Requirements means a device (such as a computer, smartphone, tablet or other mobile device) that has access to the internet and which also allows you to store and reproduce these Transaction Terms and other notices we send you when using our Services (such as payment notifications).

Payment Instrument means either a credit, debit card or bank account the details of which you save to your Profile and that we will debit when you give us an Instruction.

Non-Excludable Guarantees has the meaning given in caluse 5.3

Payment Service Provider means other financial institutions or third party processing institutions that Remitly uses in order to carry out a Transaction.

Profile means your profile with Remitly.

Recipient means the person you select to receive the Amount.

Recipient's Foreign Currency means the foreign currency that you instruct us to pay the Recipient in.

Remitly, we, us or **our** means Remitly Australia Pty Ltd (ACN 618 869 980).

Security Credentials means the security credentials (such as password or personal identification number) you set up and maintain through your Profile.

Service Provider means any person engaged by Remitly to assist in the provision of our Services and includes Payment Service Providers.

Services means the services Remitly provides to you under this agreement.

Transaction means us acting on your Instruction to make the Amount available to the

Recipient in the Recipient's Foreign Currency.

You and your means the natural person who creates a Profile.

Remitly Profile Creation Terms and Conditions

This document sets out the Profile Creation Terms and Conditions (Profile Terms) that apply to creating and maintaining a Remitly profile (Profile). You must create and maintain a Profile to use our Services. Our Services allow you to transfer funds to Recipients located in certain countries outside Australia in their local currency.

For the terms and conditions that apply to using our Services please see our Transaction Terms and Conditions. You should also read our Privacy Notification and Consents available [here](https://www.remitly.com/home/policy).

Please read this document carefully. You acknowledge that by clicking "Join" and/or as our Services otherwise instruct you to agree to this set of terms and conditions, you accept and agree to be bound by these Profile Terms.

The information in this document is current as at 21 December 2023 and is subject to change. We may change these Profile Terms in the way described in clause 16.

By agreeing to these Profile Terms you are also agreeing to the Referral Programme Terms which form part of these [Profile Terms](https://www.remitly.com/au/en/home/agreement#referrals)

A guide to reading this document

There are words used in these Profile Terms that have special meanings, which can be found at the end of this document in the section "Meaning of Words" in Part 3.

If you need to know more, please ask

If there's anything in this document that you'd like to clarify or know more about, simply email us at service@remitly.com.

Remitly AU

The Services set out in this document are provided to you by Remitly Australia Pty Ltd (ACN 618 869 980) (**Remitly, we, us** and **our**) ### **PART 1 – Profile Terms - Terms and Conditions**

1 Getting Started

1.1 To use our Services you must create a Profile.

1.2 To be eligible to create and maintain a Profile you must: 1. be a natural person of at least 18 years of age;

1. be a resident of Australia;

2. have read and agreed to our Privacy Notification and Consents; and 4. agree to the Profile Terms.

1.3 We may, in our reasonable discretion decide not allow you to create a Profile. We will notify you as soon as possible if we decide not to allow you to create a Profile.

2 Creating and maintaining a Profile

2.1 To create a Profile you must:

1. provide us with the information set out in the registration process (including at least one email and your residential address); and

2. create Security Credentials.

We may limit the number of email addresses that you can associate with your Profile to reasonably manage our risks.

2.2 If you do not provide this information we may not allow you to create a Profile.

2.3 If the information you provide to us in the registration process changes you must notify us as soon as reaonsabley practicable.

2.4 You may only create one Profile.

2.5 You must not create a Profile on behalf of another person or allow another person to use your Profile to give us Instructions.

2.6 You acknowledge that by creating a Profile and providing us with details of your Payment Instrument you do not establish a standing arrangement with us to give us Instructions or for us to make Transactions acting on your Instructions. Each Instruction and corresponding Transaction is made under separate Transaction Terms and you must accept the Transaction Terms each time before submitting an Instruction.

3 Service providers

You acknowledge that Remitly may engage Service Providers to provide our Services and that the providers will have access to all information stored by you on your Profile.

4 Security Credentials

4.1 You must ensure that:

1. your Security Credentials are kept secure; and

2. you are the only person who has access to your Security Credentials.

3. 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 someone else obtains your Security Credentials.

4.3 Remitly will assume that you are the only person accessing your Profile. Anything done by a person accessing your Profile will be binding on you even if you have not authorised them to access your 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.

4.4 You must inform Remitly at [Contact Us](https://help.remitly.com/s/contact), on the same day after becoming aware or after suspecting that your Security Credentials have become known to another person.

4.5 You must comply with any instructions by Remitly which specify our further requirements regarding Security Credentials.

5 Our liability is limited

5.1 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 Serfvices), arising as a result of the following (except to the extent that loss or damages is caused by our fraud, negligence, or wilful misconduct, or that of our employees, agents, officers, contractors, adminstrators, or receivers):

1. any unauthorised access to your Profile (including any Transactions subsequently made using our Services);

2. any disruption caused by:

a. a malfunction of all, or any part of, the technology we use to provide your Profile; or

b. any period when all, or any part of, your Profile is unavailable;

3. 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) on your Profile;

4. any inaccuracy, error or delay in, or omission from, any information provided to you;

5. any delays, failures, or inaccuracies in the transmission of any information to you, or any other communications; and

6. the creation and maintenance of a Profile.

5.3 Nothing in these Profile Terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under similar consumer protection laws in the States and Territories of Australia (" **Non-Excludable Guarantees**").

6 Periods where system unavailable

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

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

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

7 Suspension and Termination

7.1 We may, at our reasonable discretion, suspend or close your Profile (in whole or in part) without giving you prior notice in the following circumstances. The circumstances where this may occur include (but are not limited to) where:

1. you have not complied with these Profile Terms;

2. we consider it reasonably necessary to protect us or you incurring further damage;

3. we consider it reasonably necessary to protect our IT systems from misuse, interference, or damage;

4. we consider it reasonably necessary to protect us or you from fraud or other illegal activities;

5. you use our Services in connection with sexually-oriented materials or services, gambling activities, the purchase or sale of tobacco, tobacco related paraphernalia, firearms, prescription drugs, or other controlled substances;

6. we reasonably consider you pose an unacceptable form of liability, credit and/or fraud risk to us and our users;

7. you provide incomplete, incorrect, or misleading information in any material respect and in circumstances which may materially increase the risk that we might not comply with any law or the risk that you will be unable to comply with your obligations under or in connection with these Profile Terms, or which may impact in any material way our reputation;

8. you provide yourself a cash advance from your credit card (or help others to do so) or otherwise attempt to obtain more funds than you are entitled by receiving or attempting to receive funds from both us, another user of our Services, bank, or debit or credit card company for the same Transaction;

9. you access our Services from a country or region outside Australia which is not permitted by us or otherwise use an 'anonymising proxy' or any other tool which makes your use of the internet untraceable;

10. you use any robot, spider, scraper or automatic device or manual process to monitor or copy our website or app or otherwise display, use, copy or modify the Remitly Intellectual Property; and

11. you do not provide us with further information following a request under clause 15 of these Profile Terms.

7.2 We will give you notice as soon as possible after we suspend or close your Profile, unless we are restricted from doing so.

7.3 You may terminate this agreement at any time by contacting us at [Contact Us] (https://help.remitly.com/s/contact) or otherwise calling us on 02 8607 8054 requesting that your Profile be closed.

8 Severability

If any part of these Profile Terms is prohibited or unenforceable, it is ineffective to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Profile Terms. This clause has no effect if the severance alters the basic nature of this agreement.

9 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.

10 Dispute resolution

10.1 If a dispute arises between you and Remitly, our goal is to understand and address your concerns. Please contact us via email to [service@remitly.com] (mailto:service@remitly.com), or by telephone on 02 8607 8054 to discuss a dispute with us.

10.2 Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to arbitration in accordance with, and subject to, Resolution Institute of Australia's Arbitration Rules. Unless the parties agree upon an arbitrator, either party may request a nomination from the Chair of Resolution Institute. The place of arbitration shall be Sydney.

11 Governing Law and jurisdiction

These Profile Terms will be governed by and interpreted in accordance with the laws of New South Wales and each person accepts the non-exclusive jurisdiction of the courts having jurisdiction there.

PART 2 – PROFILE TERMS GENERAL INFORMATION

12 Privacy and Confidentiality

Remitly's Privacy Notification and Consents, available

[here](https://www.remitly.com/home/policy), explain our commitment to the protection of your personal information and includes important consents we require you to provide in order to use our Services.

13 Intellectual property

13.1 Unless otherwise indicated, all Remitly Intellectual Property belongs to or is licensed by Remitly. Subject to the following paragraph, no material from this website or our app may be copied, reproduced, distributed, modified, uploaded, transmitted, reused, re-posted, published or framed within another website without Remitly's prior written permission.

You are authorised solely to view and retain a copy of the pages of our website or our app for your own personal, non-commercial use.

13.2 You agree not to:

1. remove or alter any author, trade mark or other proprietary notice or legend displayed on our websites and/or apps (or printed pages of them); or 2. infringe our or any other third party's intellectual property rights.

13.3 If you use our software as part of creating and maintaining a Profile or using our Services then we and our licensors grant you a limited, non-exclusive, revocable, non-transferable and non-sublicensable licence, solely for the purpose of using the software to receive the benefit of creating and maintaining a Profile or using our Services (as applicable).

13.4 If you provide us with any suggestions, reviews, feedback or input (**Customer Input**) related to creating and maintaining a Profile, using our Services, website or app, you agree that we (and our corporate group entities) will be entitled to use the Customer Input without restriction, including for marketing and business purposes, unless you indicate otherwise and provided that we will only use or disclose your information in accordacne with applicable laws, these Profile Terms, 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.

13.5 Any external links to third-party websites or third party content on our website are provided as a convenience to you and does not imply Remitly's endorsement of the third-party website or content. These sites are not controlled by us in any way and we are not responsible for the accuracy, completeness, legality or any other aspect of these other sites including any content provided on them. You access such websites at your own risk.

14 Communications

14.1 We may communicate with you through Electronic means and you provide your consent to receiving communications via Electronic means, including but not limited to:

1. any amendments, modifications or supplements to these Profile Terms and the Transaction Terms; and

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

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

14.3 You may communicate with us via email to [service@remitly.com] (mailto:service@remitly.com), or by telephone on 02 8607 8054.

15 Anti-Money Laundering and Counter-Terrorism Financing Obligations 15.1 We will identify you according to the requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and the Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1).

15.2 We may request additional information from you in order for us to meet our

regulatory and compliance obligations.

16 Changes to Profile Terms

16.1 We may change these Profile Terms at any time and we will notify you that Profile Terms have changed as described below:

Type of change: A change that is to your benefit, does not significantly affect your rights under this agreement or is required to comply with laws or regulations

Time frame: On the day that change takes effect or earlier

Method of Notification: Electronically

Type of change: ---

Time frame: ---

Method of Notification: ---

Type of change: A change that relates to the availability of a new product or service

Time frame: On the day that change takes effect or earlier

Method of Notification: Electronically

Type of change: To clarify an existing term

Time frame: On the day that change takes effect or earlier

Method of Notification: Electronically

Type of change: All other changes that significantly affect your rights or obligations under this agreement

Time frame: 30 days in advance

Method of Notification: Electronically

16.2 Advance notice may not be given where a change has to be made to restore or maintain the security of our systems or of individual accounts or where you cannot reasonably be contacted. This includes suspension or closure of your Profile.

17 Assignment

17.1 We may assign our rights or otherwise deal with our rights under this agreement without giving you prior notice. You may not assign or otherwise deal with your rights under this document or allow any interest in them to arise or be varied without our consent.

PART 3 – Profile Terms - Meaning of Words

Amount means the amount to be paid to the Recipient.

Australian Consumer Law means the law as set our in Division 1 of Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Electronic means electronic forms of communicating including but not limited to email, smartphone notifications, phone, SMS, app or posting on our website.

Instruction means an instruction given by you to us to make the Amount available to the Recipient and which sets out the Amount in Australian dollars, the Recipient's Foreign Currency, the exchange rate applicable, the Payment Instrument, and whether the Amount will be credited to the Recipient's bank account or collected, and which is given by clicking 'Send Money', 'Confirm Transfer' (and/or as our Services otherwise provide to enable you to submit an Instruction).

Payment Instrument means either a credit, debit card or bank account, the details of which you save to your Profile and that we will debit when you give us an Instruction.

Profile means your profile with Remitly.

Recipient means the person you select to receive the Amount.

Recipient's Foreign Currency means the foreign currency that you instruct us to pay the Recipient in.

Remitly, we, us or our means Remitly Australia Pty Ltd (ACN 618 869 980).

Remitly Intellectual Property means all copyright and other intellectual property rights in the business, including the website design, text, images, graphics, data, information, logos, and other materials on this website and the selection and arrangement thereof, all trade marks, service marks, trade names, branding and get-up (trade dress) on this

website and all software relating to this website and our business.

Security Credentials means the security credentials (such as password or personal identification number) you set up and maintain through your Profile.

Services means the services Remitly provides to you under the Transaction Terms and Conditions which allow you to transfer funds to Recipients located in certain countries outside Australia in their local currency.

Service Provider means any person engaged by Remitly to assist in the provision of our Services.

Transaction means us acting on your Instruction to make the Amount available to the Recipient in the Recipient's Foreign Currency.

You and your means the natural person who creates a Profile.