***Important - Your agreement to the English language.*** *We will conclude this User Agreement in English. By agreeing to our User Agreement you consent to us providing our Service in the English language and also to us communicating with you in English.*

*If there is any conflict between the English language version of the content of our Service (including this User Agreement) and any translation, the English version will govern. For example, if you have set the device that you access our Service with to a language other than English, only the English language version of our Service applies (and not the non-English language version).*

*For your convenience, we may provide this document in other languages. In the event there is any inconsistency between the English version of this User Agreement and the translated text, only the English text shall be binding.*

***If you do not agree to the matters set out above,* please do not access or use our Services.**

### Key Service Information

**Please note: We are required by law to provide you with important information, particularly before you enter into a contract with us. We provide this information in our notice called our [Key Service Information](https://www.remitly.com/ro/nl/home/key-service-information). This information does not form part of our Agreement but it will provide you with certain details about how we enter into this contract with you and your use of our Services. It includes information such as your rights to cancel or stop using our services, which we strongly suggest you read before entering into this Agreement with us.**

## REMITLY USER AGREEMENT

*Before agreeing to use our Services, please take the time to read the following information carefully. We also recommend that you store this document in a safe place – the terms of our User Agreement are legally binding.*

This User Agreement (**“Agreement”**) is effective as of 31 January, 2023. It applies to users of Remitly's services resident in Romania.

## 1. OUR AGREEMENT WITH YOU

**1.1 This Agreement is a contract between you and Remitly Europe Limited (“Remitly”, “we”, “us” and “our”)**. It describes the terms by which you will be bound when you access and/or use our products (whether they are services or digital content) (

**“Services”**). When we use the words **“you”** and **“your”** in this Agreement, they refer to users of our Services.

This Agreement includes terms which relate specifically to when you register your details with us (that is, when you create a 'Profile' – see section 3.1 below) and also terms that you must agree each time you instruct us to make single payment transactions. Both sets of these terms are included in this one document for ease of reference.

**1.2 Other important documents**. We also draw your attention to our [Privacy Policy](https://www.remitly.com/ro/nl/home/policy) and our [Cookie Policy](https://www.remitly.com/ro/nl/home/cookies) (“**Policies**”) which contain all relevant information about how we use your personal information when providing our Services to you, including information on your rights under data protection law and how to contact our Data Protection Officer.

Here is a copy of our accessibility statement: [here](https://www.remitly.com/ro/nl/home/remitly-eu-accessibility-statement)

If you participate in our ‘Rewards’ programme there are also special terms that apply to you. They are found by clicking [here](https://www.remitly.com/ro/nl/home/referral-program-tnc).

**1.3 Where else can I find a copy of this Agreement and related Policies?** The current versions of this Agreement, the Privacy Policy and the Cookie Policy are also made available to you at the footer of our website. **We strongly recommend that you print off or download and store a copy of these documents and refer to the current version when you use our Services from time to time**.

**1.4 When do the terms of this Agreement become legally binding on me?** You accept and agree to the terms of this Agreement (including all Policies) when you:

**1.** acknowledge of the electronic version of this Agreement when this option is made available to you (such as when you register for the Remitly Services or instruct us to carry out single money transfers on a transaction by transaction basis via our website or our mobile app).

**2.** start using or attempt to use our Services (including if you access, download and/or use any of the Remitly Services) – in such circumstances you agree that we will treat your use of our Services as acceptance of this Agreement from that point onwards.

**1.5 Please note the following important information**

As this Agreement sets out legally binding terms which apply to your use of our Services, please read and make sure that you are comfortable with them both before they become binding on you and each time you use our Services. In particular, please ensure that they contain everything you want and nothing that you are not prepared to agree, before you decide to accept them and use our Services. If you do not agree to any part of this Agreement, please do not use our Services. This Agreement contains certain limitations, risks as well as guidance on the proper use of our Services. To help you with your review, we highlight below some of the key provisions which you should take particular care in reading and understanding before using our Services. If you are still unsure of anything or you'd like more information, please take a look at the information on our website or contact us [online](https://www.remitly.com/ro/nl/help#contact).

**Key sections:**

***'Our Services' & 'Paying for our Services and Currency Exchange'* (sections 2 and 4)** – These sections give you information on the services we provide as well as what charges may apply. It also provides you with important instructions on how you are to pay us to use our Services. ***Please note that we advise you to not use our Services to send money to strangers.***

***'Getting Started and Using our Services'* (section 3) –this provision explains who we permit to use our Services. *Please note that it is very important that you do not use our Services on behalf of someone else.***

***'Sending money'* (section 5) – this section provides you with important information regarding how we process money transfers.**

***'Important Service Restrictions'* (section 7) – please review this section carefully. In particular, it sets out the list of activities known as *'Restricted Activities'* which you are not allowed to carry out when using our services. It also provides details on what actions we can take if you do not use our services appropriately (which may include us not processing your transactions).**

***'Important Disclaimers' & 'Our Responsibility for Loss or Damage Suffered by You'* (sections 12 and 14) – these sections explain the circumstances where we are (or are not) responsible to you when providing our services.**

***'Your responsibility for losses caused by you'* (section 13) – this section outlines the circumstances when you might be liable for losses caused by you.**

***'Changes to our Services and our Agreement'* (section 18) –this section gives important details on how we may change our Agreement with you.**

## 2. OUR SERVICES

**2.1 Money transfers**. Our Services allow persons resident in Romania to make money transfers to persons in the countries and regions that we notify you via our website and/ or mobile app. Our Services operate such that a **"Sender"** uses our Services to send money and a **"Recipient"** receives money which has been disbursed via our Services. A "Transaction" refers to an order given by a Sender that instructs us to make a disbursement to a Recipient via our Services. The **"Transaction Amount"** is the amount paid to us by the Sender to execute a disbursement to the Recipient. The **"Payout Amount"** is the amount paid out to the Recipient.

**2.2 We recommend you use our Services to send money to friends and family** and, therefore, you should not use our Services to send money to strangers.

**2.3 Third party agreements.** To use our Services you may need to enter into agreements with other service providers which we call **"Third Party Service Providers"**. For example, if you use our Services via our mobile app, you may need to enter into an agreement with your mobile device manufacturer and network operator. You agree to comply with the terms of the agreements you enter into with Third Party Service Providers and which are related to your use of our Services, by way of entering into such agreements.

## 3. GETTING STARTED AND USING OUR SERVICES

(Please also note the important service restrictions set out in section 7)

**3.1 Profile Creation.** To use our Services you must create a Remitly profile (your **"Profile"**). Your Profile allows us to record certain information about you, as further explained in our Privacy Policy. Your Profile is not used as the means of executing payment transactions. As such, your Profile is not a bank nor payment account and it does not store any form of value (electronic or otherwise).

**3.2 How you can create a Profile.** To create a Profile you are responsible for and must:

1. provide us with complete, accurate and truthful information as requested by

us (including information about you, and when appropriate for when you make a payment, the payment instruments (such as your bank account, debit or credit card that you wish to use when sending money via our Services) (**"Payment Instruments"**) and any information and/or documents we may reasonably require). The information you provide will also be used by us to determine if you are eligible to use our Services;

**2.** carrying out any registration tasks in the manner and form reasonably required by us. This may involve you creating security credentials (such as a password or personal identification number) (**"Security Credentials"**), and/or downloading our mobile app (if appropriate); and

**3.** carry out any other action which we, our or your third party service providers, may reasonably require for you to access and use the Services.

**3.3 You must use our Services for yourself only.** You must not create a Profile, nor submit or receive a Transaction on behalf of any other person. Our Services are only made available to consumers, that is, it is only made available to individuals acting for purposes that are wholly or mainly outside an individual's trade, business, craft or profession. If you use our Services for a business, you will be breaking this Agreement and we may stop your use of our Services at any time without liability to you. Please also see section 7.2 on the restrictions applicable to funds being sent to India.

**3.4 It is very important that the information you provide us remains accurate and in particular, to always notify us of your current address.** Changes to your primary residence address may require you to accept different Remitly terms of service for the region to which you have moved. In addition, as certain Services are currently offered only in select regions, changes to your primary residence address may result in you becoming ineligible for certain Services. If any information you provide to us (including your mailing address and/or e-mail address) changes over time, you must notify us immediately and/or amend the details in your Profile so that the information you have supplied us is always accurate, truthful and complete. You are responsible for providing accurate and complete information at all times when using our Services.

**3.5 Eligibility requirements to use our Services.** As part of the Profile creation process, you will be required to agree to this Agreement (and such other documents as may be nominated by us from time to time). You must be at least eighteen (18) years old to access or use our Services as a Sender. We operate in Romania as a payment institution, under the freedom to provide services on a cross-border basis. . You must be a resident of Romania to use the Services provided by us. If you are a resident of another region, you may access the agreement that applies to you from the website for our Services in your country or region. Please also note section 8 on how and why we collect and verify personal information.

**3.6 Restricted persons and territories.** You may be aware that there are laws and

regulations which place sanctions on certain countries and individuals which mean that organisations such as ours are restricted on providing our Services if they involve such matters. You may not use our Services if you are located or transact in certain regions or otherwise where we are legally prohibited from providing our Services. You can find out further information on the above matters via https://www.centralbank.ie/regulation/how-we-regulate/international-financial-sanctions and https://www.bnr.ro/Implementation-of-international-sanctions-15174.aspx.

We may also not provide all or some of our Services to other persons or regions (whether or not they are connected to a sanctions list), if for example, in doing so, we would not be able to comply with the laws relating to our Services. Use of certain Services may also have further eligibility requirements that will need to be verified prior to you using such Services.

**3.7 Using your Payment Instrument.** You are required to provide us with (or permit us to have access to) details of a Payment Instrument (such as a bank account, credit or debit card) to execute Transactions on a case by case basis. We may also require details of your Payment instrument to pay fees and other obligations arising from your use of our Services. You must only provide us with details of a Payment Instrument if:

**1.** it is a Payment Instrument which has not expired and otherwise in good standing

**2.** you are an authorised and lawful user of the Payment Instrument(s)

You authorise us to verify that your Payment Instrument is in good standing with the issuing payment service provider. We may verify your Payment Instrument by submitting a request for a payment authorisation and/or a low value credit and/or debit to the Payment Instrument, in accordance with the relevant card and payment scheme rules. We will comply with any card and payment scheme rule to refund any test payment amount charged to your Payment Instrument.

**3.8 Profile limit.** You may only register and open 1 (one) Profile and we may place limits on the number of email addresses and payment instruments which can be associated with your Profile.

## 4. PAYING FOR OUR SERVICES AND CURRENCY EXCHANGE

**4.1 Our Service Fee.** In consideration of our providing you with our Services, you agree to pay us a service fee (**"Service Fee"**) with each Transaction you submit to us, in addition to the Transaction Amount. Clear details on the discrete Service Fee amount related to a Transaction will be made available to you prior to you giving us your

consent to execute your Transaction, giving you time to consider whether you wish to be charged that Service Fee for our Service. For some services, we may agree not to charge you a Service Fee. Payment of our Service Fee and the Transaction Amount in the applicable currency is due and payable by you to us at the time the Transaction is submitted by you for processing. You agree that we may deduct any Service Fee, , or any applicable tax deduction, or other fees that are expressly provided under this Agreement and that you may owe us from any payment Transaction Amount that we may make available to your nominated Recipient.

**4.2 How you can pay us for our Services.** We only permit you to pay for our Services (including payment of the Transaction Amount and any applicable Service Fee):

**1.** in accordance with the instructions our Service notifies you to make payment;and

**2.** a debit or credit card, the brands of which we inform you as being available, (“Card Funded Payments”); or

a bank transfer (for example using the EU/EEA "SEPA" scheme (“Bank Funded Payments”).

Under no circumstances are we obligated to accept payment for our Services using other payment methods. If you pay us (or attempt to pay us) with a different payment method (for example, in cash) or in a manner in which we do not notify you to make payment, we are under no obligation to provide you with our Services and this will be treated by us as you breaking a material term of this Agreement.

**4.3 Card Funded Payments.** If you pay us for our Services using a debit or credit card, you agree to pay us the Transaction Amount as well as any fee or charge you owe us under this Agreement using your nominated debit or credit card. Each time you submit a Transaction to us, you agree that we are authorised to charge your nominated debit or credit card for any money transfer Transaction as well the fees you owe us before we carry out our payment services or any other transaction.

**4.4 Bank Funded Payments.** If you pay us for our Services (including payment of the Transaction Amount and any applicable Service Fee) using a Bank Funded Payment, you must follow the instructions we notify you make such a payment. In particular, the following terms strictly apply to your use of this payment method:

Where using our Manual Bank Transfer feature the following terms strictly apply to your use of this payment method:

You must pay us from a bank account that matches your Profile name and you must also transfer the funds to us using the bank funding scheme we inform you as being available. Your Bank Funded Payment must originate from a bank account held with a credit institution established in Romania held in the exact name that is displayed in your Profile and paid to us electronically.

**You must pay us within the timeframe we notify you.** You must execute the Bank Funded Payment via your own applicable electronic banking channel such that we receive the payment within the timeframe we notify you at the time you submit your Transaction for processing.

**You must enter the correct payment details and pay the exact amount.** You must enter and use the exact details we supply you to make a Bank Funded Payment. Such details include, our bank account sort code, account number, together with the exact payment amount and reference number we notify you which relates to the Transaction. It is very important that these exact details are provided by you. If the details you provide are incorrect your payment may go to someone else and it may not be possible to get your money back from them. We are not responsible nor liable to you for any loss you may suffer (or for any form of refund) if you send money to someone other than ourselves and/or your payment is not recognised by us by you not providing the correct details.

When using our Easy Bank Transfer feature, our “Open Banking” partner(s) (for example, TrueLayer) will enable you to access your accounts with other providers, and initiate payments from those accounts to Remitly to pay for our Services. Our Open Banking partner(s) are authorised to provide these services.

When you use Open Banking services to initiate a payment from an account you hold with another provider: You must ensure that you enter your account access details accurately, to be able to successfully initiate payments to Remitly. You must comply with any terms and conditions that you have agreed with our Open Banking partner(s) in order to use their services.

**4.5 Consequences of not paying us correctly.** If you do not comply with the requirements set out in this section 4 when making a payment to us then we will treat your payment (or payment attempt) as a Restricted Activity (please see section 7) and in addition to the other rights we have under this Agreement:

**1.** your Transaction may be cancelled and/or delayed; and/or

**2.** we may refund your Bank Funded Payment, subject to the completion of any risk and other checks we may reasonably carry out; and/or

**3.** we may stop or suspend you from using our Services, which may further

include us ending our legal relationship with you (with our without prior warning); and/or

**4.** your payment may be subject to a legal or regulatory process where you may not receive a refund of your payment.

**4.6 Other fees and amounts you may owe us.** If you submit a Transaction that results in us being charged a fee or an amount as a result of your Payment Instrument not being used in a potentially legitimate manner, and/or with insufficient funds or credit, you agree to pay us the amount equivalent to the amount we are charged. In particular, if you submit a transaction that results in us being charged "NSF fees", "chargeback fees", a reclaim of the Transaction Amount, or other similar costs, you agree to reimburse Remitly for all such fees and amounts. These other fees and charges are due by you to us at the time we notify you the applicable fee or charge has arisen. To explain some of these fees in more detail: a "NSF" fee (also known as an 'insufficient funds' fee) arises to the extent that we are notified and charged a fee from our banking partners when there are insufficient funds in the bank account you use to fund your Transaction. Also, a 'chargeback fee' arises following a challenge made by a user of a card directly to their card issuer (such as a bank). For example, this may occur if a card user makes a claim to their bank that a payment made on that card as part of the use of our Service has been done so illegitimately and then that card issuer makes an ultimate claim against us for being involved in any such transaction. In the event you are liable for any amounts owed to us, we reserve the right to collect your debt to us through legal means, including, without limitation, through the use of a debt collection agency.

**4.7 Currency conversion and exchange rates.** Our Services only permit you to send money transfers in certain currencies. Usually this will be the currency which is available in the Recipient's country or region, but could involve others. Our online forms will calculate the currency which is available to your Recipient and what exchange rate will apply. You will be able to check this before you make a Transaction and it will also be notified to you in our Transaction confirmation notice. You acknowledge and agree that we may earn revenue from the exchange rate applied to a Transaction and by instructing us to process a Transaction via our Service, you agree to the application of the exchange rate calculated for that Transaction.

**4.8 You are responsible for third party fees and charges.** When using our Services, other third parties may levy fees, costs or other liabilities. This may include your bank, card issuer, phone provider, internet service provider. For example, some credit card issuers may treat the use of your credit card to use our Services as a **"cash advance"** and may impose additional fees and interest cost for the transaction. Also, your phone and/or Internet service provider may charge you fees relating to data and messaging services. You (and not us) are responsible for any fees, charges, costs and/or expenses charged by such third parties in connection with your use of our Services. Please check

your agreements with these third party providers for details on any of these additional costs.

**4.9 Taxes.** The reporting and payment of any applicable taxes arising from your use of the Services is your responsibility. You must comply with any and all applicable tax laws in connection with your use of the Services, including without limitation, the reporting and payment of any taxes arising in connection with your Transactions made through the Services.

## 5. SENDING MONEY

**5.1 Processing your Transactions.** If you submit a Transaction, you are requesting that we process your Transaction. You agree that we may accept or reject your offer to process your Transaction under the terms of this Agreement and that we are not under any obligation to carry out any Transaction for you if, for example, you have broken any of your obligations set out in this User Agreement in a non-trivial manner (and for this purpose, please make sure you do not carry out any '**Restricted Activities**' mentioned in section 7).

**5.2 Transaction execution times.** Subject to the other terms of this Agreement, you agree that we will use due and reasonable skill, care and diligence to execute your Transactions and credit funds to your Recipient's payment service provider with the following execution times after we have received your valid Transaction payment order on a Business Day, which may be:

**1.** as soon as our partners and the payment networks available to us permit; or

**2.** as we may otherwise notify you (which may be within hours of us receiving your valid payment order).

The time of receipt of your payment order is when we receive it, subject to the terms of this Agreement. If we don't receive your payment order on a Business Day, we may treat the receipt of your payment order on the following Business Day.

There are special rules that apply to the timing of certain payments where our Service allows you to send money within the European Economic Area (which is also known as the "EEA" – this region includes all the countries in the European Union as well as Liechtenstein, Iceland and Norway).

These special payment execution rules are:

Payments made in Euro, national payments in the currency of a EEA Member State

outside the Euro zone and payments involving only one currency conversion between Euro and the currency of an EEA Member State outside the Euro zone, provided that the required currency conversion is carried out in Romania and, in the case of cross-border payment transaction, the cross-border transfer takes place in Euro– these are made available to the Recipient's payment service provider no later than the end of the following Business Day after we receive your valid Transaction payment order in accordance with the terms of this Agreement. All other payments made in other currencies to Recipients in the EEA – these are made available to the Recipient's payment service provider no later than the end of the fourth Business Day after we receive your valid Transaction payment order in accordance with the terms of this Agreement.

We agree that the 'special payment execution rules' outlined above do not apply to payment transactions executed in other currencies.

Please note that while the Recipient's payment provider is likely to be under a legal obligation to make these funds available once they have received them, there may be further delays in your Recipient receiving the funds depending on matters such as the Recipient's payment service provider's opening hours as well as them completing their own customer identity checks on the Recipient.

**5.3 Execution times conditions and what we need from you to process your Transactions.** Our obligations in 5.2 above, are also subject to:

**You providing us with the information that we need.** We only treat your payment order as validly received by us if you have provided us with current, accurate, and a complete set of details about: **1. yourself and your use of our Services** - such as your e-mail address, mobile number, password, any other Security Credentials or other identifier which we may tell you we require; and **2. the Transaction** - such as correct, accurate and complete details of the Recipient and all mandatory details which are requested to be provided by you when you complete our payment transaction execution flows. We will not be liable to you for any losses associated with the execution of a transaction if you don't provide us with the correct, accurate and complete details of your Recipient (including, without limitation, their banking details).

Additionally, if you pay us using a Bank Funded Payment, we will only treat your payment order as validly received by us if you comply with the requirements set out in section 4.4.

**You having sufficient funds.** While there may be circumstances where we may do so, we are under no obligation to treat your payment order as received by us nor process

your Transaction if you do not have (or we have not received) sufficient cleared funds to enable us to carry out the Transaction. For this purpose 'cleared funds' are funds which are not pending and settled with us by our banking partners; and, with regard to Card Funded Payments, which are available for use without restriction from your registered and valid debit or credit card and are settled via their applicable payment network scheme.

**Other permitted delays in processing your Transactions.** The processing of your Transaction may be delayed by our effort to verify your identity, finding out more about your use of our Services (such as when we carry out spending limit 'tier reviews'), carry out fraud checks, validate your Payment Instruments and otherwise comply with laws and/or manage our financial risk. We do not treat your request to process a Transaction to be properly submitted to, nor received by us until we can be comfortable that these matters have been completed to our satisfaction (acting reasonably).

**5.4 Your card payment authorisation to us.** If you pay us for our Services using a debit or credit card, in order for us to process your Transaction you authorise us to charge any of the debit or credit card(s) which we are able to accept (which may include your eligible credit card and/or debit card). You can withdraw your authority for us to charge your debit or credit card by removing it from your Profile. If your payment fails, you authorise us to re-try one or more times using the same debit or credit card. By adding a debit or credit card to your Profile with us, you are telling us that you are the lawful user of that debit or credit. Please also be aware of certain fees which may be liable to you when using different types of debit or credit cards as further described in section 4 (Paying for our Services and Currency Exchange).

**5.5 Transaction information.** Unless we have restricted your use of our Services you can access your details of executed payment transactions and other information relating to your transaction history by logging into your Profile. You agree to review your Transactions through your Profile instead of receiving periodic statements by post. You agree that any and all Recipient's details added by you will be recorded by us to allow you to easily make future Transactions to that Recipient and by doing so, you agree that you have created a list of trusted Recipients with those details.

You will also be able to access a downloadable report via your Profile. We make available the relevant details of your transactions including all fees incurred and any other amounts charged to you in the relevant period. We will update these details (and make available such updates) only if there has been any activity or if any fees have been incurred in the relevant period. The way in which we provide the transaction information will allow you to store and reproduce the information unchanged, for example by printing a copy. We will ensure that the details of each Transaction will be made available for you to view online for at least 13 months from when it is first made available. **5.6 Please ensure that you provide us with the correct Transaction details –**

**they may not be able to be corrected afterwards.** When you make a Transaction with us, it is your responsibility to make sure that all the Transaction details are complete, accurate and correct (including, without limitation, the recipient's and their banking details) as we may not always be able to let you change the details of your Transaction once it's submitted to us for processing. You may be entitled to a refund in certain circumstances and you may cancel a valid Transaction at any time while it is pending.

**5.7 Other rights available to you.** You may have certain rights and protections that are provided to you under your agreement with your Payment Instrument provider or generally by the law with respect to the payments for a Transaction made to your registered credit or debit card . You should consult your agreement with your Payment Instrument provider for details on any such protections.

## 6. RECEIVING MONEY

**6.1 Service Providers.** We work with local banks and other third party outlets (each, a **"Service Provider"**) to make funds available to Recipients which may be made available by bank deposit, cash collection or other methods as we may describe via our Services. We try to provide current information on our website about the location, availability, and hours of our Service Providers. Please note that these may be subject to change without our knowing and we are not responsible for any inaccurate or incomplete information that may be posted on the website due to us being provided with inaccurate, incomplete or out of date information. We will cancel funds made available to Recipients by way of cash collection if they are not validly collected within 60 calendar days of when they were first made available and to the extent possible, refund the amounts to the Payment Instrument used to send the payment (further subject to the timings and conditions set by our payment processing partners).

**6.2 Verification.** Recipients will be required to prove their identities before receiving funds by presenting valid identification. Also, Recipients may be required to provide a reference number or another similar identifier associated with their Transactions. The exact details required will depend on the Recipient's Service Provider and which may be notified to you via our Service.

## 7. IMPORTANT SERVICE RESTRICTIONS

**7.1 Our general right to limit your use of our Service.** In addition to the limitations described elsewhere in this Agreement, we may refuse any Transaction where it is reasonably necessary to protect you and/or us or otherwise required so that we comply with legal or regulatory requirements. You agree that we may also establish general practices and limits concerning the use of our Services, including, without limitation applying limits on the amount to be transferred, either on a per transaction or aggregated basis. These limits are determined by us and based on our assessment of

performance and risk factors, which may include any or all of the following: our risk assessment of your Profile, your location, a Recipient's location, the registration information you provide us and our ability to verify it and any legal requirements we may have to comply (for example, some laws of a particular region may not allow us to provide our Services with the same functionality that we can provide it to you). These limits may be imposed on individual Profiles or where we have reasonably determined, based on evidence imposed on Profiles which are linked profiles. We may also use fraud and risk modelling when assessing the risk associated with your use of our Services (including when you register for your Profile).

**7.2 Transactions to India.** Remitly processes transactions to India pursuant to the Rupee Drawing Arrangements, as established by the Reserve Bank of India. You understand that use of the Service for commercial purposes or contributions to charitable organisations is prohibited.

**7.3 Restricted activities.** In addition to the above, we treat the following matters as " **Restricted Activities**", that is, if you:

**1.** use our Services (or we reasonably suspect that you have used or will use our Services) for any illegal purposes or in breach of any applicable law which impacts us or your use of our Services (including but not limited to fraud, the funding of terrorist organisation and/or money laundering).

**2.** 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. You are also prohibited from using our Services in an attempt to abuse, exploit or circumvent the usage restrictions imposed by us or another user;

**3.** break any material term or condition of this Agreement (or any other agreement you have entered into with us) or you send money to a Recipient whose actions or omissions would be treated as breaking any agreement with us if they would have entered into with us (which in either case is not a trivial nor technical break);

**4.** pose an unacceptable form of liability, credit and/or fraud risk to us and/or our users;

**5.** provide false, incomplete, inaccurate, or misleading information which is not merely trivial (including, without limitation, any information as part

of our Profile creation process and/or the information we request from you to execute a Transaction);

**6.** fail to co-operate in any investigation or provide us with further information or confirmation about you or your use of our Services that we may reasonably request;

**7.** 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 (which

is sometimes referred to as "double dip" or unjust enrichment) during the course

of a dispute 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;

**8.** control a Profile that is linked to another Profile including those that have engaged in any of these Restricted Activities;

**9.** access our Services from a country or region outside of Romania

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.** 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 in any manner (see also Section

11 Remitly's Intellectual Property).

You acknowledge and agree that engaging in the above Restricted Activities diminishes your or other Remitly customers' secure access and/or use of your Payment Instrument, Profile or the Services generally. You further agree to co-operate with us, as we may reasonably require to investigate any Restricted Activity related to your use of our Services.

**7.4 You agree not to conduct any Restricted Activities. If:**

a. you conduct or attempt to conduct any Restricted Activities, or if we reasonably believe, based on our actual or suspected knowledge backed by evidence, that you may have; or

b. we reasonably suspect that an unauthorised or fraudulent use of the Services or the security of your use of the Services (including the security features of your Profile and/ or your Security Credentials) have been compromised; or

c. as we have specifically mentioned elsewhere in this Agreement, then we reserve the right to, without liability to you take the actions referred to in section 7.5 below.

**7.5 Actions we may take.** The actions we may take as referred to in section 7.4 may include one or more of the following, depending on the circumstances:

a. delay, reverse, cancel, decline or refuse to process the payment instruction and or amend transaction information (or take such similar action via other payment service providers); and/or

b. close or suspend your Profile, your use of any particular Payment Instrument and/or use of our Services (in whole or in part) including not providing you with Services in the future; and/or

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

d. report the transaction and any other relevant information about you and your use of our Services (including Profile data and your personal data) to a regulator (including the Data Protection Commission), police or other law enforcement agency and/or government department or agency; and/or

e. if appropriate, claim damages from you.

**7.6** In the event that we suspend, refuse to carry out a payment transaction and/ or otherwise restrict your use of our Services, we will attempt to notify you, if permitted by law, by electronic means (such as via our websites, mobile app, e-mail, smartphone notifications, phone and SMS) unless we communicate with you in a different manner if expedient and/or safer to do so. We will also notify you of the reasons for such actions being taken in advance or, where we are unable to do so, immediately after the suspension or restriction has been imposed, (unless notifying you would be in contravention of any laws or otherwise compromise reasonable security interests). Depending on the circumstances relating to any suspension or stopping of your use of our Services, we may remove the suspension and/or the restriction as soon as practicable after the reasons for the suspension and/or restriction no longer exist. Suspension of your use of a Service will not affect your rights and obligations pursuant to this Agreement arising before or after such suspension or with respect to any non-terminated Services.

**7.7 Nothing in this section limits your rights to complain** about our decisions (informally via our customer service channels, making a claim against us in accordance with section 15 or in court or by using any other legal remedy).

# 8. HOW AND WHY WE COLLECT PERSONAL INFORMATION

**8.1 Our Privacy and Cookie Policies.** The processing of your personal data is governed by our [Privacy Policy](https://www.remitly.com/ro/nl/home/policy) and our [Cookie Policy](https://www.remitly.com/ro/nl/home/cookies) which can be found on our website as well as further described in this Agreement. By accepting this Agreement, you also agree to the terms of these Policies. You should print or download and store a copy of these Policies with this Agreement.

**8.2 Sharing your data outside the European Economic Area.** Please note that the information you provide us in using the Services (including via our website, mobile app and/or your Profile) will be transferred outside the European Economic Area. This transfer is made for the purpose of processing by us, our group companies and carefully selected third party suppliers and will include a transfer to the USA and other countries where the laws on processing your information may be less stringent than in your own country. Further details are set out in our [Privacy Policy](https://www.remitly.com/ro/nl/home/policy). By using our Services you consent to this transfer.

**8.3 Customer Identification Program.** We are required by law to obtain, verify, and record information about you. We may require that you provide us with non-public, personal, identifying information and documents. We may also lawfully obtain information about you from other sources without your knowledge, including non personal identifying information that we may obtain when you access and/or use our Services. Please see our [Privacy Policy](https://www.remitly.com/ro/nl/home/policy) and [Cookie Policy](https://www.remitly.com/ro/nl/home/cookies) for more details.

**8.4 Government Disclosures.** We may provide information about you and your Transactions to government authorities and law enforcement agencies in accordance with our legal obligations, as described in our [Privacy Policy](https://www.remitly.com/ro/nl/home/policy).

**8.5 Verifying your personal information.** You authorise us to make any inquiries, to you or to others, which are necessary to validate the information that you provide to us. This may include asking you for additional information, requiring you to take steps to confirm ownership of your email address or financial instruments, verifying your information against third party databases, or through other sources such as a credit reference agency.

## 9. ERROR RESOLUTION, CANCELLATIONS AND REFUNDS

**9.1 Error Resolution.** Please let us know at any time if you have any problems with the Service. If you think there has been an error or a problem with your money transfer, you must contact us within 180 days of the date we promised to you that funds would be made available to your Recipient. We will not seek to hold you liable for any unauthorised use of your Profile by any person provided that we are reasonably satisfied that you have not acted fraudulently. Please notify us without undue delay of any unauthorised or incorrectly executed Transactions and/or any other loss, theft or misappropriation related to the use of our Services. You must contact us in any event no later than 13 months after the date your Transaction was executed (the debit date). If you do not promptly notify us within this timeframe, we may not be able to assist you,

nor issue of refund. You can contact us using the contact information in section 16.1 or via the email address abuse@remitly.com.

**9.2 Refund before your Transaction is completed.** You can cancel a valid Transaction at any time prior to its completion. Completion means that your Recipient claimed the money you sent (such as through cash pick-up, home delivery, or if the funds had been credited to the Recipient's bank account or mobile wallet). Upon receiving your request to cancel a Transaction we may confirm with our Service Providers to determine if the Transaction was cancelled prior to issuing you with a refund. The Transaction Amount will not be refunded after completion. There are also other terms governing how we may make a refund to you which are set out in section 4.

**9.3 Our Goodwill Guarantee. If you are not satisfied with our service for any reason we will refund you the Service Fee amount of the applicable Transaction** (our **"Goodwill Guarantee"**). Our Goodwill Guarantee is provided by Remitly Europe Limited of 5 George's Dock, Offices 1.10 and 1.11, Dublin 1, D01 X8N7, Ireland to its Romanian customers. To receive our Goodwill Guarantee you are required to contact us by either calling us at [local phone number], contacting us [online](https://www.remitly.com/ro/nl/help#contact), or writing to us at: Remitly Europe Limited attn.: Customer Service, 5 George's Dock, Offices 1.10 and 1.11, Dublin 1, D01 X8N7, Ireland within 180 days of the Transaction. Our Goodwill Guarantee is provided to you in addition to your legal rights and does not affect your rights under law, such as with respect to our performance of the Services with reasonable skill and care. Please also see section 14 (Our Responsibility for Loss or Damage Suffered by You).

**9.4 Payment of Refunds.** All refunds will be credited to the same Payment Instrument used to pay for the Transaction. If the Payment Instrument you used to pay for the original Transaction is no longer valid and we will try to find a mutually acceptable solution. **Additionally, we are not responsible nor liable to you for any loss you may suffer (or for any form of refund) if you send money to someone other than ourselves in connection with your use of our Services and/or your payment is not recognised by us by you not providing the correct details.**

**9.5 Tracing your payments.** If you ask us to trace a payment you made to a Recipient in the EEA we will do so and let you know of the outcome. Please also contact us if you sent a valid Transaction to a Recipient in the EEA and they receive it later than what we have agreed under this Agreement (see section 5). If appropriate, we will ask the Recipient's bank (or other applicable payment service provider) to correct the payment.

## 10. HOW LONG DOES THIS AGREEMENT LAST AND HOW CAN IT BE ENDED? (EVEN IF YOU HAVE CHANGED YOUR MIND)

**10.1 Duration of this Agreement.** The term of this Agreement starts at the time this Agreement becomes binding on you (see section 1.4) and ends when it is terminated for any reason. There is no minimum term for this Agreement.

**10.2 When you can end this Agreement without any reason.** You may terminate this Agreement for any reason by closing your Profile, by contacting us [online](https://www.remitly.com/ro/nl/help#contact) or otherwise calling us at [local phone number].

**10.3 Your Cooling Off Period.** In addition to your other rights under our Agreement, the law grants you the right to cancel and terminate this Agreement during a period of fourteen (14) days which commences on the day after you accept this Agreement **"Cooling Off Period."** This is subject to certain conditions which follow.

**10.4 How you can cancel our Agreement during the Cooling Off Period.** You can cancel and terminate this Agreement during your Cooling Off Period by sending a notice of cancellation to:

**1.** our address (whether in person or by post) at 5 George's Dock, Offices 1.10 and 1.11, Dublin 1, D01 X8N7, Ireland;

**2.** by contacting Customer Service [online](https://www.remitly.com/ro/nl/help#contact);

**3.** by calling us on [local phone number].

**4.** directly through your account settings in our app or website by selecting "Close your Profile".

**10.5 Conditions related to your rights to cancel during the Cooling Off Period.** Your Cooling Off Period is subject to the following, that is, if you terminate this Agreement during your Cooling Off Period:

**1. before you have submitted a Transaction** or otherwise made a money transfer with us, this Agreement will terminate without any charge or cancellation fee and you will not be able to use our Services; or

**2. after you have submitted a Transaction** or otherwise made a money transfer with us, we will re-imburse you the Transaction Amount (and our fees) at any time prior to its completion. Completion means that your Recipient claimed the money you sent either through cash pick-up home delivery or bank account or mobile wallet deposit credit. However, please note that the Transaction Amount, will not be refunded after completion. Please also note that there is no general cooling off period available for services related to foreign exchange. **If, however, you are not satisfied with our service for any reason we will refund our service fee amount subject to the terms in section**

**9.3 (Our Goodwill Guarantee).**

**10.6 When we may end this Agreement without any reason.** We may, without liability to you, terminate this Agreement at our convenience and without liability by giving you at least two (2) month's prior written notice. This right is in addition to the other rights we may have to suspend or terminate your use of our Services which may happen immediately or in less than two (2) month's prior written notice – see for example section 7 (Important Service Restrictions).

**10.7 What happens after my Profile is closed or this Agreement has ended?** If your Profile is closed and/or this Agreement has ended, you agree:

a. to immediately stop using our Services;

b. that the licences provided under this Agreement shall end;

c. that we reserve the right (but have no obligation) to delete all your information and account data stored as part of your use of our Services save where we are required to retain such information due to applicable laws; and

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

**10.8 Even if our Agreement has ended, you may still be liable to us for our fees.** Any termination of this Agreement does not relieve you of any obligations to pay any Transaction, fees or costs owed by you prior to the termination and any other amounts owed by you under this Agreement.

**10. 9 Survival of sections after our agreement has ended.** Sections of this Agreement that are reasonably necessary to accomplish or enforce the purpose of this Agreement after it has ended will survive and remain in effect in accordance with their terms upon the termination of this Agreement.

## 11. REMITLY'S INTELLECTUAL PROPERTY

**11.1 What is "intellectual property"?** Intellectual Property might be a brand, trade mark, software code, an invention, a design, a song or other similar intellectual creation.

**11.2 Ownership of the Service intellectual property.** You acknowledge that the Service,

including the content of this website, text, graphics, logos, and images, as well as all other Remitly copyrights, trademarks, logos, and product and service names are owned exclusively by us, one of the companies in our corporate group or an authorised licensor (the **"Remitly Intellectual Property"**). 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.

**11.3 No transfer of our intellectual property rights.** Save as provided for in Clause 11.4 below, this Agreement does not transfer or grant you any of our intellectual property rights existing as at the date we entered into this Agreement, nor does it transfer any intellectual property rights which are created or developed on our behalf during the term of this Agreement or otherwise. You further agree not to: (i) remove or alter any author, trademark, logo or other proprietary notice or legend displayed on our websites and/or apps (or printed pages of them) or (ii) infringe our or any other third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.

**11.4 Licence grant.** If you use our software as part of using our Services then we and our licensors grant you a licence that is personal to you only, which is limited, non-exclusive, revocable, non-transferable and without the right to sub-licence, for the duration of this agreement. A "licence" is legal way in which we are able to grant you the right to use something for a specific and limited purpose – in this context we use to describe how we grant you the right to use the Service (including its software). You are permitted to use the software provided by us for use solely for the purposes of availing of our Services pursuant to this Agreement and for no other purpose whatsoever. Unless expressly granted by us in this Agreement, nothing in this Agreement shall be interpreted as granting you a licence to use any of our software or other intellectual property rights for any other purposes.

**11.5 Suggestions and feedback.** If you provide us with any suggestions, feedback or input ("Customer Input") related to our Services, we (and our corporate group entities) will own all right, title and interest in and to the Customer Input, even if you have designated the Customer Input as confidential. We and our corporate group entities will be entitled to use the Customer Input without restriction. 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 require to document, perfect and maintain our rights in the Customer Input. For this purpose the word: "assign" is legal term which means legally transferring the benefit, such as you legally transferring the benefit of the Customer Input to us.

## 12. IMPORTANT DISCLAIMERS

**12.1 General disclaimer of our Services.** While we aim to maintain an uninterrupted Service and we make reasonable efforts to ensure that Transactions are processed in a

timely manner, we don't promise that your access to, or use of, our Services, including the time needed to complete the processing of payment transactions will be delivered uninterrupted, securely, timely or error-free, or that our website, mobile app or Services will be free from viruses or other harmful properties if due to circumstances: outside our control; or if we are required to suspend or modify our Services (in whole or in part) to protect the interests of any innocent party. Not all of our Services will always be available from the manner by which you access it. For example, some Services or features that you may access by using our website may not be available via our mobile app (and vice versa). This means that our liability to you is limited if there are interruptions to our Services, including, but not limited to: system failures or other interruptions that affect the receipt, processing, acceptance, completion or settlement of Transactions or the Services due to circumstances outside our control. If you are dissatisfied with our Services, you may choose to discontinue using our Services and/or close your Profile at any time by contacting us [online](https://www.remitly.com/ro/nl/help#contact).

**12.2 Digital content supplied for free.** To the extent that you do not pay us for digital content we supply you (such as our mobile app) we supply such digital content on an 'as is' basis and it is supplied by us without any representation nor warranty by us as to its quality, fitness for any purpose, matching to any description or information supplied, nor any rights that we have as to its supply. Subject to section 14.2(2) ("Defective Digital Content"), we are not responsible nor liable to you for any loss or damage you may suffer as a result of your access or use of this digital content.

**12.3 Suspension of our Services.** In addition to other rights we may have to suspend our Services, we may have to suspend the supply of our Services to: deal with technical problems or make minor technical changes; update our Services to reflect changes in relevant laws and regulatory requirements; and/or make changes to our Services which we have notified to you (or in which you may have notified to us). In addition, we may from time to time, carry out maintenance of our Services which may result in certain parts of our Services being unavailable, in which case we will endeavour to notify you in advance. We are not liable to you for the unavailability of our Services due to these reasons.

**12.4 Commercial Transactions.** You should not use the Service to send money except to people that you know. We are not responsible for, the quality or delivery of goods or services that you pay for using our Services. You accept that using our Services to pay for goods and services is at your own risk. In particular, as we are not involved in, nor responsible for, nor have any control over any underlying arrangement you may have with any other person associated with your use of our Services, we will not mediate any disputes, nor enforce or execute any arrangement you may have with such persons.

**12.5 No guarantee of the services provided by your third parties.** We do not guarantee,

nor are we responsible nor liable for the accuracy, completeness or usefulness of any third party service provider that you have entered into an agreement with and that is used in connection with your use of our Services (including your internet service provider, the issuer of your Payment Instrument and/or your mobile device manufacturer or network operator). You acknowledge that the selection of such persons or the purchase of any goods and/or services from them is solely your choice. We strongly encourage you to do your own research into choosing such providers.

**12.6 Data security measures.** We have implemented certain measures designed to secure your personal data from accidental loss and unauthorised access, use, alteration or disclosure. However, we cannot guarantee that unauthorised third parties will not be able to defeat those measures or use your personal data for improper purposes. You acknowledge that any personal data or other information is provided to us is at your own risk.

**12.7 Your responsibility for maintaining your equipment and implementing safeguards.** It is your responsibility to implement satisfactory safeguards and procedures to make sure any data or other information you submit through our Services are free from contaminations or other harmful properties. Further, you shall be responsible for obtaining and maintaining all communication networks, hardware, and other equipment needed for access to and use of our Services, and you are responsible for all such related charges. We do not promise that our Services will be supported on your device or that our websites and/or mobile app will support all browser types or otherwise be compatible with your communications equipment. In addition, if you access and/or use our Services via a mobile device, you agree and acknowledge that the downloading, installing or using certain mobile applications may be restricted by your mobile network operators and/or device manufacturer and not all the Services may work with all mobile network operators or devices. You agree not to use our Services on devices that have been modified contrary to the manufacturer's software or hardware guidelines.

## 13. YOUR RESPONSIBILITY FOR LOSSES CAUSED BY YOU

**13.1 This section is an important provision which sets out when and how you may be expected to pay us reasonable compensation.** There are some terms which are capitalised in this section which have special meanings and which are further explained at the end of this section. Please read them when reviewing this section.

**13.2 You promise that you will pay**, immediately owe and be liable to a Remitly Party for an amount equal to its Losses if a Remitly Party suffers or becomes liable for Losses arising from or related to:

1. your use of, or connection to, the Services;

**2.** you breaking this Agreement (including any Policies);

**3.** disputes or litigation caused by your actions or omissions; and/or

**4.** your negligence or violation or alleged violation of applicable laws and regulations or rights of a third party.

**13.3 Words with special meanings:**

**1. "Remitly Party"** means us and our group companies (and their respective directors, officers, owners, co-branders or other partners, information providers, licensors, licensees, consultants, employees, independent contractors agents and other applicable third party service providers); and

**2. "Losses"** mean all net costs reasonably incurred by a Remitly Party which are the result of the matters set out in section 13.2 and which may relate to any claims, demands, causes of action, debt, cost, expense or other liability, including reasonable legal fees. Such losses may include the costs incurred by us in tracing you, telling you about, and taking

steps to deal with your breaking our Agreement and enforcing payment of any amount due to us. However, Losses do not include any costs where a Remitly Party can be compensated twice over for the same loss (eg for loss of costs and profit if claiming for both losses leads to being compensated twice).

**13.4 In no event shall you enter into any settlement or like agreement** with any party that affects our rights or binds us in any way, without our prior written consent.

## 14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

**14.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with this Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Agreement or our failure to use reasonable care and skill, but, to the extent permitted by applicable law, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen, or if, at the time the contract is made, both we and you knew it might happen. We are not responsible for any loss or damage you suffer which is a result of you breaking this Agreement.

**14.2 Defective digital content.** To the extent permitted by applicable law, the level of our responsibility to you for loss or damage you suffer from our supply of digital content (such as our mobile app) depends on whether you have paid for it or not. We do not consider that our mobile app is digital content that you have paid for (either directly or indirectly) because it is generally available to you without charge and also without

you having to use the part of our services which levy a fee on you by us.

a. If we do happen to supply digital content to you for a fee then our Agreement does not limit our liability for certain rights that you have under the law. These are your rights to have the digital content supplied: of satisfactory quality, fit for a particular purpose, matching the description and information we provide and without a general claim that we do not have the right to supply the digital content. If we supply digital content to you for a fee and you suffer a loss as a failure of us to meet the above conditions then we may repair or replace the digital content and/or give you compensation, in each case depending on the circumstances and also subject to the other terms of this Agreement.

b. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable to you for damage which you could have avoided by following our advice to apply an update provided free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised to access and use the digital content (including as set out in this Agreement).

**14.3 Exceptions to our limits on being liable to you.** The limits on our liability to you under this Agreement do not apply if you suffer loss as a result of:

a. death or personal injury caused by our acts or omissions (including our negligence); and/or b. our fraud or fraudulent misrepresentation.

**14.4 We are not liable for business and certain other losses.** We only supply our services and digital content to you for domestic and private use. If you use our Services for any commercial, business or re-sale purpose, to the extent permitted by applicable law, neither we or our service providers (and each of their respective group companies, officers, agents, partners, contractors and/or employees) will have any liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. We are also not liable to you for any losses you suffer as a result of our disbursement partners that pay-out funds to your Recipients. As mentioned above, we are not liable for any loss or damage that is not foreseeable.

**14.5 We are not liable for actions we take to comply with laws or for Events Outside Our Control.** We will not be liable or responsible for any losses you may incur that were not our fault or were because of any failure by us to perform (in part or full), or delay in the performance of, any of our obligations under this Agreement that is caused by our compliance with any law or regulation (including, without limitation, us seeking to

comply with any anti-money laundering or counter terrorism law or regulation) or an "Event Outside Our Control".

**14.6 Meaning of 'Events Outside Our Control".** An **"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, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks (including without limitation power failures, mobile network failures and Internet disturbances). This would also include suspension of our Services resulting from maintenance and upgrades to our systems or the systems of any party used to provide our Services, outages on any phone network or in the case of mobile networks where you are not in an area of mobile coverage.

## 15. DISPUTE RESOLUTION AND GOVERNING LAW

**15.1 Disputes with Remitly – please contact us first.** If a dispute arises between you and Remitly, our goal is to learn about and address your concerns. Disputes between you and Remitly regarding the Service may be reported to us [online](https://www.remitly.com/ro/nl/help#contact). Remitly will investigate complaints regarding the Services and provide you with the response in writing or another durable medium no later than within 15 business days from the receipt of the complaint. In exceptional cases where Remitly's response cannot be given within this period due to reasons beyond the Remitly's control, Remitly has the right to provide you with an interim response, clearly stating the reasons for the delay of the final response. In any case the final response must be provided no later than within 35 business days from receipt of your complaint. Your complaint will be investigated free of charge. For more information on how to file a complaint, please see the following [article](https://www.remitly.com/ro/nl/help/article/complaints-process).

**15.2 Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider made available to you.

You can also make a complaint to the Irish Financial Services and Pensions Ombudsman ("FSPO"). The FSPO is an independent, and free service that helps resolve complaints with pensions providers and regulated financial services providers. You may obtain further information regarding the FSPO, the methods by which you can access their services, via www.fspo.ie. The contact details of the FPSO are as follows:

Address: Lincoln House, Lincoln Place, Dublin 2, D02 VH29 Phone: +353 1 567 7000 Email: [info@fspo.ie](mailto:info@fspo.ie).

You have also the right to refer to the Romanian Alternative Banking Dispute Resolution Centre, which offers simple, fast and free of charge proceedings (for more information please visit: https://csalb.ro/) or resort to the mediation procedure provided under the Romanian Law No. 192/2006 on mediation and the profession of mediators.

**15.3 Which laws apply to this Agreement and where you may bring legal proceedings.** The terms of this Agreement are governed by Irish law. This means that this Agreement and any dispute or claim arising out of or in connection with it will be governed by Irish law. You and we both agree to that the courts of Ireland will have non- exclusive jurisdiction. This does not limit your rights granted by law, if and to the extent applicable, to file claims at the competent court at your domicile. If you are a consumer, you will benefit from mandatory provisions of the law of the country in which you are resident. This Agreement does not affect your rights as a consumer, which you are granted under such mandatory provisions of local law.

## 16. ABOUT US AND HOW WE COMMUNICATE WITH EACH OTHER

**16.1 Our details and how to contact us.** Our name is Remitly Europe Limited and we are a company registered in Ireland with company registration number 629909. Our registered address is at Remitly Europe Limited: 5 George's Dock, Offices 1.10 and 1.11, Dublin 1, D01 X8N7, Ireland. The location of our head office is at Remitly Europe Limited: 5 George's Dock, Offices 1.10 and 1.11, Dublin 1, D01 X8N7, Ireland. Questions, notifications, and requests for refunds or further information can be sent to Remitly, as follows: online; by telephone at [local phone number]; or by mail at Remitly Europe Limited., attn: Customer Service, Remitly Europe Limited: 5 George's Dock, Offices 1.10 and 1.11, Dublin 1, D01 X8N7, Ireland.

**16.2 Our regulator.** Remitly Europe Limited trading as Remitly is regulated by the Central Bank of Ireland.

**16.3 How we communicate with you.** We will conclude this Agreement with you in English. We will also provide our Service and communicate with you in English. If there is any conflict between the English language version of the content of our Service (including this Agreement) and any translation, the English version will govern. For example, if you have set the device that you access our Service with to a language other than English, the English language version of our Service only applies (and not the non-English language version). You acknowledge that this User Agreement shall be

entered into electronically, and that the following categories of information (“ **Communications**”) may be provided by electronic means (such as via our websites, mobile app, e-mail, smartphone notifications, phone and SMS) unless we communicate with yo in a different manner if expedient and if we are required by do so by law or regulatory requirements (for example, there may be circumstances where we are required to mail you certain information if we enter into and legal dispute):

a. this User Agreement and any amendments, modifications or supplements to it;

b. your records of transactions through the Service (such details will be provided to you via e-mail or by us posting details in your Profile which can be accessed by logging into the Service);

c. any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by law or regulation;

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

e. any other communication related to our Services or Remitly.

**16.4 When we treat communications as having been received by you.** With the exception of amendments to this Agreement (see section 18), a notice that we provide to you shall be considered to be received by you within 24 hours of the time it is posted to our website(s), emailed, text to you. If for any reason we have to send a notice by mail, we will consider it to have been received by you fourteen (14) Business Days after it is sent, except if it is sent by express mail (e.g. DHL) in which case it will be considered to have been received seven (7) Business Days after it is sent.

**16.5 Communications via phone and text.** Communications may also be provided to you through the use of autodialed or pre-recorded message calls or text messages at the telephone number(s) that you provide us with and you expressly agree with the use of such manners of communication. We will not use autodialed or pre- recorded calls for unsolicited marketing purposes without your consent. You agree that we may record our calls with you for legitimate business purposes such as to establish facts discussed in our calls, for training and security purposes, to detect any illegitimate use of our Services and/or also to comply with our legal and regulatory requirements.

**16.6 We may use third parties to contact you.** We may contact you directly or we may share your contact details (such as your phone number) with service providers with

whom we contract to provide such Communications. Standard telephone minute and text charges may apply.

**16.7 Your access to certain information.** You may request a copy of this Agreement at any time from us while this Agreement has not ended between us. We will provide you with information concerning your Transactions and other information which we are required to provide you under law via e-mail, your Profile, our websites and/or mobile app. Unless we are required to do so by law, our Service does not allow for Communications to be provided in paper format or through other non-electronic means. You may withdraw your consent to receive Communications electronically, but if you do, your use of the Service shall be terminated. In order to withdraw your consent, you must contact us using our contact information in section 16.1

## 17. YOUR SAFE USE OF OUR SERVICE

**17.1 Your security is very important to Remitly**, and we use a variety of security measures to make sure that your information is secure. We urge you to think carefully before sending money to anyone that you do not know well. In particular, you should be cautious of deals or offers that seem too good to be true.

**17.2 Your obligations to safely use our Services.** You agree to perform the following actions to safely use our Services: (a)not engage in any of the Restricted Activities (see section 7); (b) keep the details of your Funding Instruments, bank accounts and Security Credentials (such as your password) safe; (c) not allow anyone else to have or use your Funding Instruments, bank accounts or Security Credentials (such as your password details), nor disclosure your Security Credential details except when you use our Services; (d) never write your Security Credentials in a way that can be understood by someone else nor choose a password that is made more memorable to you such as a sequence of letters or numbers that may be easy to guess; (e) ensure any devices and/or equipment used for our Services operate virus checks and firewall protection; (f) notify us as soon as possible on becoming aware of any failure, delay, malfunction, virus or error with our services; (g) have contingency arrangements to cover any unavailability of our services, or system or operational failures; and (h) comply with all reasonable instructions we may issue regarding keeping your Funding Instruments and your use of our Services safe.

**17.3 Using your fingerprint to access our Services.** We may provide you with the functionality to scan your biometric information on your compatible device to access your use of our Services (for example, by using 'TouchID'). As described in our Privacy Policy, please note that anyone who has their biometric information registered on such a device may be able to access your use of our Services. If this functionality is made available and you choose this option:

a. your compatible device must have our mobile app downloaded on it as well as the appropriate applications enabled to allow the scanning of your biometric information (including where applicable, your fingerprint being registered); and

b. you should make sure that only your biometric information is registered on the device as you may be responsible for unauthorised payments made via our Services if yours is not the only biometric information registered on the device

**17.4 Contact us immediately if you think your use of our Services has been compromised.** If you think you have been or might be a victim of fraud or the Services have been used without your permission (including if your believe that the email addresses registered with us have been compromised), please contact us immediately by telephone at [local phone number]. If you are aware of anyone or any entity that is using the Service inappropriately, please email us at [abuse@remitly.com] (mailto:abuse@remitly.com). And if you receive any fake (phishing) emails, purporting to be from Remitly, please forward them to us at [abuse@remitly.com] (mailto:abuse@remitly.com).

## 18. CHANGES TO OUR SERVICES AND THIS AGREEMENT

**18.1 Changes to our Services and updates.** We may, from time to time, offer other service functionality or services. This may include: software maintenance, service information, help content, bug fixes, maintenance releases, modifications, amendments and/or upgrades to the existing Services. An example of when we might require to make adjustments to our Services may be to address a security threat. We may also require you to update digital content, provided that the digital content matches the description of it that we provided to you before you obtained it. These additional services are subject to the terms of this Agreement (as maybe modified in accordance with this section) or other terms and conditions made known to you when we make the other service functionality available.

**18.2 Changes to this Agreement.** We may make changes to this Agreement from time to time on the basis that you are able to end the Agreement without charge by us.

**18.3 Reasons why we may change this Agreement.** We may change the terms of this Agreement for any or all of the following reasons:

a. to make a change to your benefit, or not affecting your rights or obligations; b. correct errors, omissions, inaccuracies or ambiguities; c. to reflect terms of new products or services, or changes to existing products or services; d. to reflect changes to the structure to our business or of our group companies; e. cover service differences due to new IT or other processes; f. reflect changes in customer demands or

requirements; g. bring us into line with market practice; h. to respond proportionately to changes in the general law; i. to meet any of our regulatory requirements; j. to respond proportionately to changes in any requirement under our agreements with our third party service providers; k. to reflect new industry guidance and codes of practice which raise standards of consumer protection; and/or l. to proportionately reflect other legitimate cost increases or reductions associated with providing a particular product or service.

**18.4 Notifying you of changes.** Any changes to the terms of this Agreement will be made available to you by posting on our website the revised version of this Agreement with an updated revision date (which may include us making the current version of this Agreement available to you as part of the process of when you submit a Transaction with us). We will aim to make available changes to our Agreement which result in a 'Material Change' (see section 18.5) at a reasonable time in advance prior to the changes coming into effect (although this may be shorter if required under the circumstances). Please review our Agreement each time you make a Transaction as it may have been updated since you initially registered for our Services. By using our Services after a new or revised Agreement has been posted on our website (including if it is made available to you as part of the Transaction execution process) or after the end of any 'Material Change' notice period, you agree to the revised Agreement. In the event that you do not agree with any change to our Agreement, your sole and exclusive remedy is to stop, terminate your use of the Services and /or close your Profile by contacting us at the details set out in section 10.4.

**18.5 Meaning of 'Material Change'.** A "material change" means a change which does not include a change which:

a. is to your benefit;

b. is required to be made to comply with applicable laws and/or regulations or as otherwise required by one of our regulators; or

c. relates to a new product or service made available to you or otherwise to clarify and existing term

## 19. OTHER IMPORTANT TERMS

**19.1 Even if we delay in enforcing this Agreement, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you do not pay us an amount when it is due

and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

**19.2 If a court finds part of this contract illegal, the rest will continue in force.** Each of the sections of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.

**19.3 We may transfer this agreement to someone else.** We may transfer our rights and obligations under this Agreement to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may end our Agreement by closing your Profile by contacting us via the details set out in section 10.4.

**19.4 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under this Agreement to another person if we expressly agree to this in writing. We may not be able to agree to this as doing so may likely put us in breach of our legal and regulatory obligations (including our obligations to comply with anti-money laundering laws).

**19.5 Other people that may have rights under this contract** This Agreement is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in sections 13 (Compensation you may owe us).

**19.6 The meaning of certain words and phrases not defined elsewhere:**

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks in Ireland and Romania are open for business (other than for the sole purpose of 24-hour electronic banking).

**Extended meaning of the words: "Remitly", "we", "us" and "our".** When we use these words we also mean that they include people that work at Remitly (such as our employees and directors) as well our "successors" and "assignees". "Successor" is a legal term which means someone that may replace us. "Assignees" is another legal term which means another person that has received the benefit of something we have transferred to them (for example, an 'assignee' could be someone we may transfer the benefit of the rights we have under this Agreement).

**"Writing" includes emails.** When we use the words "writing" or "written" in this Agreement, this includes emails.

**19.7 Our use of headings.** We use headings and descriptions to highlight what we mean in the sections which follow but they are only provided by convenience and don't form part of our legal agreement.

**19.8 General Law.** General law (for example, about consumer protection) applies to this Agreement and the Services we provide to you under it.

**19.9 Unusual clauses.** For the purpose of Articles 1202 – 1203 of the Romanian Civil Code, you expressly agree to and accept all of the provisions herein on limitation of liability, unilateral termination, suspension of the performance of obligations, loss of right or term, limitation of right to challenge, limitation of contractual freedom, silent renewal, governing law and choice of jurisdiction and/or any other uncommon clauses, including but not limited to those in: Section 1 (Our Agreement with you); Section 4 (Paying For Our Services And Currency Exchange); Section 5 (Sending Money); Section 7 (Important Service Restrictions); Section 8 (How And Why We Collect Personal Information), Section 9 (Error Resolution, Cancellations and Refunds); Section 10 (How Long Does This Agreement Last and How Can It Be Ended? (Even If You Have Changed Your Mind)); Section 12 (Important Disclaimers); Section 13 (Your Responsibility for Losses Caused by You); Section 14 (Our Responsibility for Loss Or Damage Suffered by You); Section 15 (Dispute Resolution and Governing Law); and Section 18 (Changes to our Services and this Agreement).