Remitly User Agreement - Canada

Effective Date: September 10, 2026

Thank you for choosing Remitly, where we seek to transform lives with trusted financial services that transcend borders. This User Agreement, including related disclosures in this Agreement or provided to you when you opened the Remitly Account ("**Agreement**") is a contract between Remitly and you. The Agreement describes the terms and conditions that apply to your use of (i) the website located at [<u>www.remitly.com/ca/en</u>](http://www.remitly.com/ca/en) and its subdomains, (ii) any mobile application(s) that we offer subject to this User Agreement (each, a " **Mobile App**"), and (iii) the services, content, and other resources available on or enabled via our website or any Application, (collectively, with our Applications and website, the "**Service**"). This Agreement applies to Canadian Remitly Accounts only.

PLEASE READ THIS AGREEMENT CAREFULLY. The terms of this Agreement are legally binding. If there's anything in this document that you'd like to clarify or know more about, simply contact us at the [<u>Help Centre</u>](https://www.remitly.com/ca/en/help/contact) or via the Mobile App.

THIS AGREEMENT GOVERNS THE USE OF THE SERVICE AND APPLIES TO ALL USERS VISITING OR ACCESSING THE SERVICE. BY ACCESSING OR USING THE SERVICE IN ANY WAY, COMPLETING THE ACCOUNT REGISTRATION PROCESS, BROWSING THE WEBSITE, OR DOWNLOADING THE APPLICATION, YOU REPRESENT THAT: (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT (2) YOU ARE OF LEGAL AGE OF MAJORITY IN THE CANADIAN PROVINCE OR TERRITORY IN WHICH YOU RESIDE AND HAVE THE CAPACITY TO FORM A BINDING CONTRACT WITH REMITLY; AND (3) YOU ARE NOT BARRED FROM USING THE SERVICE UNDER THE LAWS OF CANADA, YOUR PLACE OF RESIDENCE, OR ANY OTHER APPLICABLE JURISDICTION. Do not use our Services if you do not agree to be bound by the terms in this Agreement. If, after opening a Remitly Account, you wish to terminate this Agreement, you can do so by closing your Remitly Account.

You agree to receive, in electronic form, a copy of this Agreement, any additional terms, the Policies, required disclosures and all other notices, information or communications we may be required to send to you from time to time under applicable law. You agree to keep a copy of any electronic communications, including a copy of this Agreement for your records and future reference. Any notices or other communications will be deemed to be delivered when emailed to your designated email address, as provided or updated by you from time to time.

Using our Services. In order to access certain features of the Service, you are required to register an account on the Service (a "**Remitly Account**"). To open a Remitly Account, you must provide us with your email address and create a password through either the Remitly website or the Mobile App. Pending the successful completion of any necessary steps we are required to take to verify your identity, you will then have access to your own Remitly Account where you can use our Services, review your account transaction history, and more. More information about how to create your Remitly Account is below.

Account security. You can use the Services only for yourself. This means you can't create a Remitly Account or use the Services for another person, and you can't share your Remitly Account information, especially your Remitly Account password, with anyone else to allow them to use the Services for you. If you think someone else may have accessed your Remitly Account, you must notify us as soon as possible. **Please also be aware that we will never ask for your Remitly Account password.** For information about how we collect, store, and share your information, please see our [<u>Privacy</u> <u>Policy</u>](https://www.remitly.com/ca/en/home/policy).

How to contact us for complaints, disputes, or other issues. We hope you love using your Remitly Account and that the Services we provide to you always meets your expectations. If we don't meet your expectations, please contact us via our [<u>Complaints Page</u>](https://www.remitly.com/ca/en/help/article/complaints-process) or call us at 1-844-604-0924 so we can try to work things out. If you would like to stop using our Services at any time, please close your Remitly Account or contact us for assistance.

1. ABOUT THIS USER AGREEMENT

1. About us. We are Remitly Canada, Inc., also referred to as"**Remitly**", "**we**", "**us**", and "**our**" in this Agreement, a British Columbia corporation, together with its employees, directors, successors, and assignees.

2. About you. When we say "**you**" and "**your**" in this Agreement, that means you as the Remitly Account holder and user of the Services.

3. Your Remitly Account. A Remitly Account is an account provided by Remitly that allows people who reside in Canada to send money transfers to people in other countries and regions. For avoidance of doubt, the Remitly Account is not a deposit account or a stored value account or other "balance" type account. You cannot hold funds in a Remitly Account.

4. You accept and agree to the terms of this Agreement (including all Policies) when you:

- accept the electronic version of this Agreement when the option is presented

to you, such as when you register for the Remitly Services via our website or Mobile App; or

- start using or attempt to use our Services, including if you access, download and/or use any of the Services. In such circumstances, we will treat your use of our Services as your acceptance of this Agreement.

1. By accepting this Agreement, you consent and agree to comply with the following additional policies (**"Policies"):**

- [<u>Privacy Policy</u>](https://www.remitly.com/ca/en/home/policy)
- [<u>Cookie Policy</u>](https://www.remitly.com/ca/en/home/cookies).

1.6 **DOES NOT APPLY IN ONTARIO AND QUEBEC**. Except for any changes made to this Agreement or the Service that apply if you are a consumer residing in Ontario or Quebec, in which case the paragraph below applies, subject to applicable law, Remitly reserves the right, at our sole discretion, to modify this Agreement, the Services or any of the Policies listed above, including changing, adding, or removing portions of this Agreement or makes any changes to the Services or Policies, at any time. By continuing to use the Service after any changes to this Agreement become effective, you agree and accept the changes. You can review the most current version of the Agreement at any time on our website at [<u>User Agreement</u>](https://www.remitly.com/ca/en/home/agreement). You agree that you shall not modify this Agreement and acknowledge that any attempts by you to modify this Agreement shall be void.

<u>For consumers residing in Ontario and Quebec only</u>. Notwithstanding any other provision in this Agreement, Remitly reserves the right to change or modify this Agreement with respect to any provisions that apply to you in respect of the Services, your Remitly Account, or the Policies (including, changing the Services offered, Transaction requirements, eligibility for the Remitly Account or the Services, Remitly's responsibilities or obligations under this Agreement or with respect to the Services, your responsibilities under this Agreement or with respect to the Remitly Account or the use of the Services, disclaimers and limitation of liability) (collectively, "**Changes**")**.** If Remitly makes Changes to this Agreement, in addition to posting the amended Agreement at [<u>User Agreement</u>](http://www.remitly.com/ca/en/home/agreement), Remitly will also provide you by email thirty (30) days' advance notice of such Changes in accordance with applicable law ("**Notice**"). Upon receiving the Notice, you may cancel this Agreement by logging in to your Remitly Account within the time specified in the Notice (and, if you are a consumer residing in Quebec, within thirty (30) days following the effective date of the Change if the Change entails an increase in your obligation or a reduction of our obligations). If you do not notify us within that time, the Changes will take effect as indicated in the Notice. In that case, you will be deemed to agree to the Changes which will become part of this Agreement and enforceable

against you. If you cancel this Agreement, your Remitly Account will be closed and you will no longer be able to use the Services.

2. THE SERVICE

1. The Service allows registered users to send international money transfers from Canada to Recipients in other countries served by Remitly. A list of the countries where Remitly can complete money transfers is available on our website and Mobile App. To the extent permitted by applicable law, Remitly reserves the right to stop offering money transfers to any country at any time, on a temporary or permanent basis, without notice to you.

2. A "**Sender**" uses the Service to send money and a "**Recipient**" receives money sent through the Service. A "**Transaction**" refers to an order from a Sender that instructs us to send money to a Recipient through the Service. The "**Transaction Amount**" is the amount in Canadian dollars that the Sender provides to Remitly for transmittal to the Recipient. The "**Payout Amount**" is the amount paid out to the Recipient.

3. The Service should only be used to send money to people that you know and trust, such as family and friends. Do not use the Service to send money to people you do not know, are not familiar with, or do not trust.

Always be on the lookout for scams and fraud. We urge you to think carefully before sending money to anyone that you do not know well. You should be cautious of deals or offers that seem too good to be true. Please contact us immediately by telephone at 1-844-604-0924 if you think you have been or might be a victim of fraud.

If you are aware of anyone or any entity that is using the Service inappropriately, please email us at [<u>abuse@remitly.com</u>](mailto:abuse@remitly.com). If you receive any fake (phishing) emails, purporting to be from Remitly, please forward them to us at [<u>abuse@remitly.com</u>](mailto:abuse@remitly.com).

3. GETTING STARTED AND USING OUR SERVICES

1. Account Creation. To use the Service, you are required to create a **Remitly Account.** To create a Remitly Account and use the Service you may be required to provide us with information about yourself, including but not limited to your name, address, email address, phone number, street address, postal code, date of birth, or a government-issued form of identity. Your Remitly Account allows us to record certain information about you, as explained in our [<u>Privacy Policy</u>](https://www.remitly.com/ca/en/home/policy).

To create a Remitly Account, you are responsible for and you must:

1. Provide us with complete, accurate, and truthful information as requested by us. The information you provide will also be used by us to determine if you are eligible to use our Services;

2. Create security credentials, such as a password or personal identification number, that Remitly deems necessary (**"Security Credentials")** and/or downloading our Mobile App;

3. When appropriate for making a payment through the Service, you must also provide us with information about your payment instruments such as your bank account details (including account number, transit number and name and address of financial institution), debit or credit card, (each individually and collectively **"Payment Instruments**"). When you provide us information about your Payment Instrument for the purpose of using the Service, you consent to Remitly storing that information on file for use for funds transfers. In addition, you represent and warrant that:

1. the Payment Instrument is valid, has not expired, and is otherwise in good standing;

2. you are an authorized and lawful user of the Payment Instrument(s) and all persons who are required to authorize the use of the Payment Instrument have otherwise consented; and

3. each Transaction that you request through the Service complies with this Agreement and applicable laws, regulations, and rules;

4. each Transaction you request will be deemed to be authorization for our use of your Payment Instrument to satisfy amounts owing to us under this Agreement; and

4. carry out any other action which we, or our third-party Service Providers,may reasonably require for you to access and use the Services.

2. Security of Your Remitly Account. You are solely responsible for safeguarding your Security Credentials. You will immediately notify us of any unauthorized use of your password or Remitly Account or any other security breach by contacting us through our [<u>Help Center</u>](https://www.remitly.com/ca/en/help/contact).

3. You Must use Our Services for Yourself Only. You must not create a Remitly Account, nor submit a Transaction on behalf of any other person, nor allow another person to use your Remitly Account. Our Services are only made available to consumers, meaning for use by individuals for personal, family, or household purposes. By using our Services for any other purpose, including for business purposes, you are in breach of this Agreement. We reserve the right to terminate your Remitly Account, suspend or stop providing our Services to you or otherwise stop your use of our Services at any time without liability to you, except that, if you are a resident of Quebec

and if we terminate this Agreement for a reason other than your violation of this Agreement, we will provide you with notice required by applicable law.

4. ELIGIBILITY REQUIREMENTS TO USE OUR SERVICES

1. Age and Capacity. You must be at least the age of majority in the Canadian province or territory in which you reside to create a Remitly Account or use the Service as a Sender. By opening a Remitly Account, you declare that you are at least the legal age of majority in the Canadian province or territory where you live at the time you open the Remitly Account. You must be able to form legally binding contracts under applicable law. Other restrictions may apply.

2. Residence within Canada. The Service is available to residents of Canada only. If you are living outside of Canada for a prolonged period, we may suspend your services.

3. Offer and Acceptance. If you submit a Transaction, you are requesting that we process your Transaction, an offer that we may accept or reject at our sole discretion.

4. Multiple Accounts. You are only allowed to have one active Remitly Account. If we determine that you are using multiple Remitly Accounts, we reserve the right to merge or terminate one or more of the Remitly Accounts, limit your use of the Service, or suspend your use of the Remitly Account.

5. Privacy Policy Review. You must have read and agreed to our Privacy Policy to use the Services.

5. VERIFYING YOUR IDENTITY

1. General. As required by local, provincial, territorial and federal law, and to keep our system safe, we are required to verify your identity and keep certain information that you provide to us, consistent with our [<u>Privacy Policy</u>](https://www.remitly.com/ca/en/home/policy).

2. Customer Identification Requirements. To comply with obligations of applicable anti-money laundering and counter-terrorism financing laws, we may be required to obtain, verify, and record identifying information about you. To comply with our legal and regulatory obligations, we may require that you provide us with nonpublic, personal, identifying information. We may also lawfully obtain information about you from other sources.

3. Verifying Information. You authorize us to make any inquiries, to you or to others, that we determine are reasonably necessary to validate the information that you provide to us. We reserve the right to request additional information from you to verify your identity against third-party databases or through other sources, and to require you to take steps to confirm ownership of your email address or Payment Instrument.

4. Processing of Personal Information. Remitly transfers and stores

personal data in the United States and other international jurisdictions to perform its obligations and exercise its rights under this Agreement. The applicable privacy laws of those other international jurisdictions may differ from those in Canada.

6. SENDING A TRANSACTION

1. General. Using your Remitly Account, you can send money to a Recipient by providing us with information about you and a Recipient. You can send money to a Recipient, and a Recipient can receive funds sent by you, even if they do not have a Remitly Account or use the Service.

2. Processing Your Transactions. If you submit a Transaction, you are requesting that we process that Transaction. For you to initiate a Transaction through the Service and for us to process a Transaction on your behalf, you must provide us with information about a valid Payment Instrument that you want to use to fund your Transaction through your Remitly Account. If we are unable to process your Transaction using the Payment Instrument you select, we will notify you and request that you choose another Payment Instrument to complete your transaction. You agree that we may accept or reject your offer to process your Transaction under the terms of this Agreement. We are not under any obligation to carry out any Transaction that you request if, for example, you have breached any of your obligations set out in this Agreement.

3. Pre-Authorized Debit (PAD) Authorization

1. Pre-Authorized Debit. By entering your Payment Instrument into your Remitly Account, you authorize us to begin debiting your Payment Instrument for charges with respect to your use of the Service. In accordance with the Rules, we will obtain your authorization for any sporadic debits. To that end, you acknowledge that your instructions for a Transaction and your use of the Service will constitute valid authorization for us to debit your Payment Instrument for the amounts and on the dates such amounts become due and owing (or, if such date is on a weekend or a statutory holiday, on the next business day). This PAD authorization ("**Authorization**") constitutes your agreement and authorization for Remitly to debit your Payment Instrument and is effective as of the date you provide Remitly with your Payment Instrument information. You acknowledge that this is a Personal PAD drawn for the payment of goods or services related to your personal, family, household, or consumer activity. You represent and warrant to us on a continuing basis that (i) the bank account designated as your Payment Instrument is maintained in your name; (ii) that under the terms of your bank account agreement with your Financial Institution you are the authorized signatory on the Account who can authorize the debits under this Authorization; (iii) that all persons whose consent to debit the Payment Instrument agree to the terms of this Authorization; and (iv) that the Payment Instrument information provided by you is accurate and complete. This Authorization shall apply to any Payment Instrument entered into your Remitly Account. You agree to promptly notify us of any changes to your Payment Instrument and/or to provide a new Payment Instrument acceptable to

us for which you authorize payments for amounts owing to us. In the event we make an error in processing any payment from your Payment Instrument, you authorize us to initiate a corrected debit or credit on your Payment Instrument, as applicable, to correct the error in accordance with the Rules of Payments Canada (“**Rules**”).

2. Debit of Payment Instrument. You acknowledge that this Authorization is provided for the benefit of Remitly and your financial institution (“**Financial Institution**”) and is provided in consideration of your Financial Institution agreeing to process all debits against your Payment Instrument in accordance with the Rules. This Authorization applies only to the method of payment and does not otherwise affect your obligations to us under this Agreement or related agreements.

3. Authorization and Waiver of Pre-Notification. You authorize us to debit your Payment Instrument for all amounts owed to us from time to time for your use of the Service, including the Transaction Amount and any Service Fees. **AS THE PAYMENT AMOUNT FOR THE SERVICE IS VARIABLE, YOU AGREE TO WAIVE PRE-NOTIFICATION OF ANY PAYMENT AMOUNT, THE DATES ON WHICH THE DEBITS WILL BE PROCESSED, AS WELL AS NOTICE OF ANY FUTURE CHANGES TO THE AMOUNTS OR PAYMENT DATES. YOU ALSO AGREE THAT A CONFIRMATION WILL BE PROVIDED TO YOU WITHIN 5 CALENDAR DAYS AFTER THE FIRST PAD.**

4. Cancellation. This Authorization shall remain in full force and effect until we have received written notification from you of its termination in such time and in such manner as to afford us a reasonable opportunity to act on it. You may cancel this Authorization at any time by closing your Remitly Account. You may obtain a sample cancellation form, or more information on your rights to cancel this PAD agreement, by contacting your Financial Institution or by visiting [<u>www.cdnpay.ca</u>](http://www.cdnpay.ca/). We may also cancel this PAD agreement on not less than 15 days’ notice to you. You acknowledge that cancellation of this Authorization does not terminate this Agreement or relieve you of any obligation to pay all amounts owing to us by a method of payment satisfactory to us.

5. Delivery. You acknowledge that providing this Authorization to us constitutes delivery by you of this authorization to your Financial Institution. You understand that your Financial Institution is not required to verify that each PAD submitted by us has been issued in accordance with this Authorization, including, but not limited to, the amount, or that the purpose of payment for which the PAD was submitted has been fulfilled by us as a condition of honouring the PAD against your Payment Instrument. You agree to receive confirmation of this PAD Authorization by email.

6. Recourse. You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on your recourse rights, you may contact your Financial Institution or visit [<u>http://www.cdnpay.ca/</u>](http://www.cdnpay.ca/). In order to be reimbursed, you acknowledge that a declaration must be completed and presented to your Financial Institution issuing the Payment Instrument within 90 days after the date on which the PAD in dispute was posted to the Payment Instrument. You

acknowledge that after 90 days any dispute of a PAD is a matter to be resolved solely between you and Remitly.

7. Contact. If you have any questions regarding this Authorization, please contact us [<u>online</u>](https://www.remitly.com/home/contact), by telephone at 1-844-604-0924, or by mail at Remitly Canada, Inc., attn: Customer Service (Canada), 401 Union Street, Suite 1000, Seattle, WA 98101, USA

4. Card Payment Authorization. When you fund a Transaction and/or pay any Service Fees using a credit or debit card, you authorize us, for the purpose of processing your Transaction, to debit or charge that Payment Instrument to fund the Transaction by the amount you specify, plus any Service Fees, and to send those funds to the designated Recipient immediately upon our receipt of the Transaction. You can withdraw your authorization for us to charge your debit or credit card by removing it from your Remitly Account. If your payment fails, you authorize us to re-try one or more times using the same debit or credit card, subject to limitations under applicable law.

5. Remitly's Liability. When you send a Transaction through our Service, it is your responsibility to make sure that all the Transaction details are complete, accurate, and correct (including, without limitation, the Recipient's information and the Recipient's banking or other account details) as we may not be able to let you change the details of your Transaction once it is submitted to us for processing.

To the extent permitted by applicable law, you agree to be bound by all payment instructions or Transactions that are initiated through the Service from your Remitly Account. You must make sure that all payment instructions for your Transactions are correct and accurate to the best of your knowledge and belief.

You are solely responsible for entering the correct information for the Recipient to whom you are sending money. Subject to applicable law, you, not Remitly, are responsible for any amounts that are transferred to the incorrect person because you entered incorrect information related to the Recipient for a Transaction.

Subject to limitations under applicable law, Remitly shall not be liable for a failure to complete Transactions in the following circumstances:

- your payment instructions contain inaccurate instructions, mistakes, or insufficient information; or
- your chosen Payment Instrument does not have sufficient funds to pay for a Transaction you initiate through the Service.

7. PAYING FOR THE SERVICE

1. Our Service Fee. In consideration for providing you with our Service, you agree to pay us a service fee (a "**Service Fee**") for each Transaction you submit, in addition to the Transaction Amount. Details on the discrete Service Fee amount related

to a Transaction will be made available to you in our Mobile App or website before you give us your consent to execute your Transaction. Payment in Canadian dollars is due and payable by you to us at the time the Transaction is submitted for processing. Service Fees may vary based on Recipient country and other factors and are subject to change. If you are a consumer located in the province of Ontario or Quebec, all pricing changes and any other changes made to this Agreement will be made in accordance with the amendment provisions set out in Section 1.6 above.

2. Other Charges

\(a\) We are not responsible for fees that may be imposed by financial institutions associated with your Payment Instruments. For example, some credit card issuers may treat the use of your credit card to use the Service as a "**cash advance**" and may impose additional fees and interest costs for the transaction. Remitly is not responsible for any non-sufficient funds fees ("**NSF Fees**"), chargeback fees, or other, similar charges that might be imposed on you by your bank, credit card issuer, or other provider.

\(b\) If you use a Payment Instrument in a manner not permitted by this Agreement (for example, by providing incorrect information or exceeding transaction limits), or if there are insufficient funds for the Transaction, and this results in Remitly being charged a fee or incurring a cost, we will notify you of the amount. Where permitted by applicable law, you agree to reimburse us for that fee or cost. This clause does not apply where prohibited by law, including in Quebec.

3. Foreign Currency Exchange. We and our Service Providers (defined below) may make money when you pay for a Transaction in one currency and the Transaction is paid out in another currency because of the difference between the exchange rate at which we buy foreign currency and the exchange rate provided to you at the time of your Transaction. Exchange rates may vary based on Recipient country and other factors and are subject to change. If a foreign currency exchange rate applies to a Transaction that you request, it will be disclosed to you before you authorize the Transaction.

4. Third-Party Fees and Charges. When you use our Service, other third-parties may level fees, costs, or other liabilities against you. These third-parties may include your bank, card issuer, phone provider, or internet service provider. For example, your phone and/or internet service provider may charge you fees relating to data or messaging services. You (and not Remitly) 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.

8. RECEIVING A REMITTANCE

1. Service Providers. We work with local banks and other third-party

outlets (each, a "**Service Provider**") to make funds available to Recipients. 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.

2. Verification of Recipients. Recipients may be required to provide information, such as a valid identification, to verify their identities to our Service Providers before receiving funds. Recipients may also be required to provide a reference number or another similar identifier associated with the applicable Transactions.

3. Expired Transactions. We will cancel Transactions where funds are made available to Recipients by way of cash pick-up if the funds are not validly collected within 60 calendar days of when they were first made available (or such other timeframe imposed by a Service Provider or local regulation from time to time). To the extent possible for these expired transactions, we will refund the full Transaction Amount, taxes, and any Service Fees that you paid as part of the Transaction. If we are unable to return the funds to this Payment Instrument after a legally required time has passed, the funds will be dealt with in accordance with applicable laws, including escheatment to any applicable government authority.

9. IMPORTANT SERVICE RESTRICTIONS

1. Our Right to Limit Your Use of Our Service. In addition to the limitations described elsewhere in this Agreement, we may refuse to process any Transaction in our sole discretion where we have a reasonable belief or a reasonable basis to believe, that it is necessary to protect you and/or us or when it is otherwise required so that we may comply with legal or regulatory requirements. You agree that we may also limit the amount to be transferred, either on a per transaction or aggregated basis. These limits may be imposed on individual Remitly Accounts or specific Payment Instruments in your Remitly Account. We also reserve the right at any time to modify or discontinue all or any part of the Service.

2. Delays. We have the sole discretion to delay your Transaction, in accordance with applicable law, to verify your identity, validate your Payment Instrument, manage our financial risk, or if we believe that the Transaction may involve fraud or that a crime or violation of law, rule, or regulation has occurred, is occurring, or may occur. Depending on the reason for a delay or a failure to make the funds available to the Recipient, you may be entitled to a refund or other remedies in certain circumstances.

3. Transfer Speed. Any transfer speed information or estimates for any of your Transactions that we provide to you on our website or in our Mobile App are estimates of the delivery date and time based on payment method, delivery method, transaction review, and system availability of Remitly, our partners and Service Providers. In addition to any transfer speed information and estimates we provide during the send process, before you submit a Transaction, and in your Transaction

receipt, we will provide you with an exact date and time when you can expect your money to be delivered to your Recipient.

4. Commercial Transactions. We are not responsible for the quality or delivery of goods or services for which you pay a Recipient for using the Service. You accept that using the Service to transfer funds for payments for goods and services is at your own risk.

5. Ineligibility. To comply with applicable laws and regulations, we may refuse Transactions from certain Senders and to certain Recipients that, in each case, include: any person that is listed or designated in any economic sanctions laws, regulations, orders, embargoes or restrictive measures administered, enacted or enforced by the Canadian Government, including Global Affairs Canada (and any successor thereto), any sanctions or requirements imposed by, based upon the obligations or authorities set forth in, Canada's *United Nations Act*, the *Special Economic Measures Act*, the *Justice for Victims of Corrupt Foreign Officials Act*, the *Criminal Code* (Canada), the *Freezing of Assets of Corrupt Foreign Officials* *Act*, in each case, as amended from time to time, including any person named on the "Consolidated Canadian Autonomous Sanctions List" produced by Global Affairs Canada: [<u>Consolidated Canadian Autonomous Sanctions List (international.gc.ca)</u>](https://www.international.gc.ca/world-monde/international*relations-relations* internationales/sanctions/consolidated-consolide.aspx?lang=eng) or are included on the Specially Designated Nationals and Blocked Persons list, Non-Cooperative Countries and Territories list, and such other sanctions lists as issued by different government agencies.

6. No Changes. We generally do not let you change the details of your Transaction once it is submitted to us for processing. It is your responsibility to make sure your Transaction details are accurate. Pursuant to Section 6.5 and other Sections of this Agreement, you, and not Remitly, shall be responsible for any incorrect information or mistakes that you make when entering information about the Recipient for a Transaction. Nothing in this Agreement, however, shall be construed to limit your rights with respect to canceling Transactions or asserting an error with respect to a Transaction under applicable law (refer Section 12 of this Agreement).

7. Prohibited Activities. In connection with your use of our website or the Service, or in the course of your interactions with Remitly, we treat the following as **Prohibited Activities, (each, a "Prohibited Activity")** and you will not:

- breach this Agreement, or any other agreement between you and Remitly;
- use our Services for any illegal purposes or in breach of any applicable law which impacts us or your use of the Services (including but not limited to fraud, the funding of terrorist organizations, and/or money laundering);
- use the Service for any of the following: sexually-oriented materials or services, **gambling activities**, fraud, money-laundering, the funding of terrorist organizations, or the purchase or sale of tobacco, tobacco related

paraphernalia, firearms, prescription drugs, or other controlled substances;

- provide material false, inaccurate, or misleading information (including, without limitation, any information as part of our Remitly Account creation process and/or the information we request from you to execute a Transaction);
- refuse to cooperate in any investigation or provide us with further information or confirmation about you, your identity, or your use of our Services that we may request;
- use an anonymizing proxy;
- provide yourself a cash advance from your credit card (or help others to do so);
- attempt to obtain more funds than you are entitled during a dispute by receiving or attempting to receive a refund or other repayment of funds for the same Transaction from us, another user of our Services, bank, or your debit or credit card issuer; or
- use any robot, spider, scraper, automatic device, artificial intelligence, 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.

8. Remitly, in its sole discretion, reserves the right to take the following actions if you engage in Prohibited Activities, or if we believe that you may have engaged in a Prohibited Activity:

- delay, reverse, cancel, decline, or refuse to process the Transaction and/or amend the Transaction information (or take such similar action via other payment Service Providers);
- close or suspend your Remitly Account, temporarily or permanently suspend your use of any particular Payment Instrument for our Services, and/or restrict your use of our Services, in whole or part, including not providing you with Services in the future;
- edit, modify, or refuse to post any content and/or refuse to carry out any payment instruction or data transfer associated with any Prohibited Activity; and/or
- report the Transaction and any other relevant information about you and your use of the Services to our financial institution partners, a regulator, the police or other enforcement agency, and/or government department or agency.

If we suspend, refuse to carry out a payment instruction, and/or otherwise restrict your use of our Services, we will, if permitted by law, attempt to notify you, by electronic or other means.

10. COUNTRY SPECIFIC TERMS

1. 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 under this Agreement for the following remittances is prohibited:

1. to Chit Funds, Charitable trusts, Temples, NGOs, Foundations and other entities of similar character;

2. to or for political parties;

3. for acquisition of shares/beneficial interest in an Indian entity;

4. relating to a loan granted to the beneficiary;

5. where the source is from activities of an unlawful nature in India including betting and gaming activities.

You agree that you will provide relevant documentation, assistance, or cooperation (in any form requested) to Remitly, its Service Providers, partners, auditors, or inspectors to carry out all necessary checks, including know-your-customer checks prescribed under applicable laws. Should you not provide the above assistance when required, you agree and understand that we may cancel your transaction.

2. Transactions to Brazil. If you are sending money to Brazil in Brazilian Real using our Service and we carry out the transaction through our Brazilian licensed entity (Remitly Corretora de Cambio Ltda), the terms of this [<u>Brazil Addendum</u>](https://www.remitly.com/us/en/brazil/addendum) apply to your Transaction. Please read the Brazil Addendum carefully.

3. Other receiving countries. There can be other requirements or restrictions on sending money to other countries, or for specific purposes to other countries, imposed by Service Providers or regulatory authorities from time to time. We try to provide current information on our website but please note that these may be incomplete or subject to change without our knowing, and we are not responsible for any inaccurate or incomplete information that may be posted on the website.

11. COMMUNICATIONS AND DEVICES

1. To send a Transaction through your Remitly Account, you will be required to provide Remitly with a mobile phone number and an email address. By using the Service, you represent that you are the owner of the email address and the mobile phone number.

2. When you provide us with your mobile phone number or email address, you consent to receiving transaction and account-related calls or text (SMS) messages and push notifications from us regarding your Remitly Account or Remitly Transactions. We may contact you via call or text for any purpose consistent with the terms of this Agreement and our Privacy Policy, including but not limited to Transaction receipts, and notifications regarding updates to your account. Standard message and

data rates may apply based on your contract with your mobile carrier.

3. It is important, and you are required, to keep your email and phone number up to date in your Remitly Account. You should also check your email on a regular basis for messages from Remitly to ensure that you do not miss any emails about your Transactions or our Services. Remitly shall not be liable for any loss or other consequences if you do not regularly check your email.

12. ERROR RESOLUTION, CANCELLATIONS AND REFUNDS

1. Error Resolution. You have a right to dispute errors in your Transaction. If you believe that an error has occurred with your Transaction or you are dissatisfied with the Service, you must contact us within 180 days of the date that you submit your Transaction by:

- contacting us via our [<u>Complaints Page</u>](https://www.remitly.com/ca/en/help/article/complaints-process);
- telephoning us at 1-844-604-0924; or
- mailing us at Remitly Canada, Inc. attn: Customer Service (Canada), 401 Union Street, Suite 1000, Seattle, WA 98101, USA.

Although we encourage you to share with us any concerns or questions you may have about our service, including your account or a specific transaction, you may also want to contact the consumer affairs authority in your province.

1. Cancellations. You can cancel your Transaction at any time prior to its completion. Completion of your Transaction means that your Recipient has picked up the funds you sent for cash pick-up or the funds have been deposited into the Recipient's bank account at the time of your cancellation request. Upon receipt of a cancellation request, we will confirm whether the Transaction has been completed, which may include communicating with our Service Providers to determine whether the Transaction has been completed prior to initiating a refund. Remitly's ability to stop or cancel a Transaction depends on the method you select to disburse the funds to your Recipient and the time when you submit your cancellation request. If we can cancel the Transaction, we will refund the Transaction Amount, taxes, and any Service Fees that we charged you as part of the Transaction. **The Transaction Amount will not be refunded after the Completion of the Transaction.**

2. Undeliverable Transactions. We may determine, or our Partners may notify us that, your Transaction cannot be completed due to a mistake you made or issue with the information you provided to us. In such cases, we will notify you that your Transaction could not be completed and ask you to amend the information you provided to us and submit the Transaction again. We reserve the right to cancel your Transaction if you fail to take action to correct the mistake or issue with the Transaction within 72 hours. If we cancel your Transaction, we will refund the full Transaction Amount, taxes, and any Service Fees that you paid as part of the Transaction.

3. Refunds

1. Please see the [<u>Remitly Error Resolution and Cancellation Notice</u>](https://www.remitly.com/ca/en/home/errors) for information about what to do if you believe there is an error with your Transaction and for information about circumstances in which your Transaction Amount, and any applicable fees and taxes, may be refunded to you. If Remitly determines that you are entitled to a refund for a specific Transaction, whether in accordance with our obligations under applicable law or otherwise, we will refund the full Transaction Amount, taxes, and any Service Fees that you paid as part of the Transaction.

2. All refunds will be credited to the same Payment Instrument used to pay for the Transaction. Refunds are only made in Canadian dollars and will not be adjusted to account for changes in the value of the Canadian dollar or foreign currency from the time your Transaction was submitted. If the Payment Instrument you used to pay for the original Transaction is no longer valid and we are unable to find a mutually acceptable solution, your refund may be delayed until we are able to process it in a commercially reasonable manner.

3. **Perfect Delivery Promise** Before you submit a Transaction, and in your Transaction receipt, we will provide you with an exact date and time when you can expect your money to be delivered to your Recipient. If your money is delivered after the date and time we display both prior to sending your Transaction and in your receipt, you are eligible for a refund of the Service Fees we charged for the Transaction, other than a delay resulting from you providing incorrect information or otherwise due to your fault, or where additional compliance or fraud monitoring was considered reasonably necessary, or where a chargeback request has been made. To receive this refund of the Service Fees, you must contact us via the methods listed below and request a refund of the Service Fees charged on the Transaction at issue:

- contacting us at our [<u>Complaints Page;</u>](https://www.remitly.com/ca/en/help/article/complaints-process)
- telephoning us at 1-844-604-0924; or
- mailing us at Remitly Canada, Inc. attn: Customer Service (Canada), 401 Union Street, Suite 1000, Seattle, WA 98101, USA.

1. If, for a reason not described in Section 12.4 or otherwise covered by our Error Resolution and Cancellation Notice, you are not satisfied with our Service as it relates to a specific Transaction, you may also contact us using one of the methods above to request a refund of the Service Fees for that Transaction.

13. TERM AND TERMINATION

1. Duration of this Agreement. This Agreement starts at the time you provide your acceptance to the Agreement, as described in the preamble. The

Agreement shall stay in effect until terminated in accordance with the terms of this Agreement.

2. When you Can Terminate this Agreement for Convenience. You can terminate this Agreement at any time and for any reason by contacting us by telephone at 1-844-604-0924 or by chat in your Mobile App and closing your Profile.

3. When Remitly Can Terminate this Agreement for Convenience. We can also terminate this Agreement at any time and for any reason by giving you at least 15 days' notice, except in Quebec where we will provide you with 60 days' notice in accordance with applicable law. We can terminate this Agreement immediately if you violate these terms or any of our policies, including our restricted activities.

4. What Happens after my Remitly Account is Closed or this Agreement is Terminated? If your Remitly Account is closed and/or this Agreement is terminated, you agree:

- to immediately stop using our Services;
- that licenses provided under this Agreement shall end;
- that we reserve the right to retain such information in accordance with our recording keeping obligations under applicable law, but otherwise reserve the right to delete all your information and account data stored as part of your use of our Services; and
- 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.

1. Fees. Any termination of this Agreement does not relieve you of any obligations to pay any Service Fees or costs owed by you prior to the termination and any other amounts owed by you under this Agreement.

2. Survival. 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 termination of this Agreement.

14. LICENSES; REMITLY'S INTELLECTUAL PROPERTY

1. Access to the Services. You are hereby granted the right to access and use the Services, which is always subject to this Agreement.

2. Application License. Subject to your compliance with this Agreement, Remitly grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on a device that you own or control and to run such copy of the Application solely for your own personal, non-commercial use.

3. Ownership. You acknowledge that the Service, including without limitation the content of this website, text, information, data, graphics, logos, and

images, as well as all intellectual property and proprietary rights relating thereto, and further including without limitation Remitly copyrights, trademarks, logos, and product and service names, are owned exclusively by Remitly, Canada, Inc., its affiliates or licensors (the "**Remitly Intellectual Property**").

4. Use. You agree not to display, use, copy, sell, disclose or modify the Remitly Intellectual Property in any manner. You are authorized solely to view and retain a copy of the pages of this website for your own personal, non-commercial use. You further agree not to: (i) use any robot, spider, scraper, artificial intelligence or other automated device to access the Service; (ii) remove or alter any author, trademark or other proprietary notice or legend displayed on this website (or printed pages thereof); or (iii) infringe or misappropriate Remitly's, its affiliates', licensors' or any third-party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.

5. Feedback. If you provide us with any suggestions, feedback, reviews or input whether orally, electronically, in writing or otherwise ("**Customer Input**") related to our Services, we will own all right, title and interest in and to the Customer Input, even if you have designated the Customer Input as confidential. We will be entitled to use the Customer Input without restriction, including for marketing or business purposes. You assign to us, and agree to assign to us, all right, title and interest in and to the Customer Input, and you waive and agree to waive all moral and other non-assignable rights relating thereto. You further agree to provide us with any assistance we may require to document, perfect, defend, commercialize, exploit and maintain our rights in the Customer Input. For this purpose, the word: "assign" is a legal term which means legally transferring the entire benefit, such as you legally transferring the benefit of the Customer Input to us.

15. DISCLAIMER; LIMITED WARRANTIES AND REMEDIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. REMITLY EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICE. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. You may have a right to a refund or other remedies as expressly described in this Agreement or by applicable provincial, territorial or federal law. If the Payout Amount is not available to the Recipient by the availability date shown on your Transaction receipt, you can use the error resolution process described in Section 12 above to notify us of the issue and you may be entitled to remedies, including a refund of our Service Fee.

16. INDEMNITY

Except to the extent otherwise provided by applicable law, you agree to indemnify and hold Remitly, Service Providers, and their respective subsidiaries, officers, agents, partners, and employees harmless from any claim or demand, including reasonable legal fees, made by any third- party due to or arising out of your use of the Service, your connection to the Service, your violation of this Agreement, or your violation of any rights of another.

17. \[DOES NOT APPLY IN QUEBEC\] LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL REMITLY, SERVICE PROVIDERS, OR THEIR RESPECTIVE SUBSIDIARIES, OFFICERS, AGENTS, PARTNERS, OR EMPLOYEES BE LIABLE FOR ANY LOSS OF PROFITS INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR AGGRAVATED DAMAGES FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE SUM OF CAD\$500.00 (IN ADDITION TO REFUNDING THE TRANSACTION AMOUNT AND SERVICE FEES), INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF REMITLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OR RESULTING FROM OR RELATING TO HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR REMITLY ACCOUNT OR THE INFORMATION CONTAINED THEREIN OR NEGLIGENCE ON THE PART OF REMITLY, DISBURSEMENT PARTNERS, OR THEIR RESPECTIVE SUBSIDIARIES, OFFICERS, AGENTS, PARTNERS, OR EMPLOYEES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REMITLY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY: (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD-PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD-PARTY.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF REMITLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

18. DISPUTE RESOLUTION AND GOVERNING LAW

1. Disputes with Remitly <u>THIS SECTION AFFECTS YOUR RIGHTS, PLEASE READ CAREFULLY BEFORE AGREEING TO THIS AGREEMENT</u>. If a Claim between you and Remitly arises in connection with this Agreement or the Services provided hereunder, we both agree to try to resolve the dispute informally if possible. As used in this Agreement, “Claim” shall include any past, present, or future claim, dispute, or controversy involving you and Remitly relating to or arising out of this Agreement, and/or the activities or relationships that involve, lead to, or result from this Agreement. If we are unable to resolve your concerns to your satisfaction, we will seek to provide you with neutral cost-effective means of resolving the dispute quickly.

Please report any Claim to our Customer Support team at [<u>Customer Service</u>](https://www.remitly.com/home/contact), or Remitly Canada, Inc., Attn: Customer Service (Canada), 401 Union Street, Suite 1000, Seattle, WA 98101. <u>Notwithstanding the above, before beginning arbitration or a lawsuit, you agree that you shall send a notice</u> **(Claim Notice)** <u>to us at **Attn: Legal**, 401 Union Street, Suite 1000, Seattle, WA 98101.</u>

2. \[DOES NOT APPLY IN QUEBEC\] Agreement to Arbitrate. Any dispute regarding this Agreement, including the validity, existence, binding effect, interpretation, performance, breach or termination, and including tort claims, may be referred to and finally determined, to the exclusion of the courts, by a single arbitrator. The arbitration shall take place in Vancouver, British Columbia, in English, and in accordance with the National Arbitration Rules of the National Arbitration Institute of Canada, Inc. In all other respects, the arbitration should be governed by and subject to the Arbitration Act (RSBC). The award of the arbitrator shall be final and binding, and neither party shall have the right to appeal it on the basis of any factual or legal errors. The parties agree that notwithstanding the above, either of them may bring a claim against the other in the Small Claims Court of the province in which you reside where the total amount at issue is no greater than CAD\$10,000.

Costs and Fees. If your Claim does not seek an award of more than \$75,000, Remitly will pay the fees associated with arbitration unless the arbitrator finds that either the substance of your Claim or the relief sought to be frivolous or brought for an improper purpose. If you prevail in arbitration, you may be entitled to an award of legal fees and expenses, to the extent provided under applicable law. Remitly will not seek, and hereby waives all rights it may have under applicable law to recover,

legal fees and expenses if it prevails in arbitration unless the arbitrator finds that either the substance of your Claim or the relief sought to be frivolous or brought for an improper purpose.

3. Governing Law. This Agreement, and any Claim arising out of or relating to the Service or the User Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada therein without regard to conflicts of law principles and except if you reside in the province of Quebec, in which case, this Agreement and any Claim arising out of or relating to the Service or the User Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein.

4. Forum for Claims. Except as otherwise provided in this Section, you agree to submit to the exclusive jurisdiction of the courts of competent jurisdiction in Vancouver, British Columbia, except if you reside in the province of Quebec, in which case, you agree to submit to the exclusive jurisdiction of the courts of competent jurisdiction in Quebec. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded.

19. MISCELLANEOUS

1. Fees. Any termination of this Agreement does not relieve you of any obligations to pay any Service Fees or costs owed by you prior to the termination and any other amounts owed by you under this Agreement.

2. Entire Agreement. The Agreement constitutes the entire agreement between you and Remitly and governs your use of the Service, superseding any prior agreements between you and Remitly.

3. No Waiver / Severability. The failure of Remitly to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give appropriately valid effect to the intention of the Agreement as reflected in the provision, and the other provisions of the Agreement shall remain in full force and effect.

4. Force Majeure. Except to the extent required under applicable law with respect to a Transaction that has already been accepted, we shall not be liable for any failure or delay in the performance of the Service to the extent such failure or delay is caused by matters beyond our reasonable control, including, without limitation: changes in applicable laws; closure or unavailability of required physical and network infrastructure; sovereign default; power or internet failure; civil unrest; war; and earthquake, fire, flood, or other natural disasters.

5. Other Terms. This Agreement may be supplemented by terms

applicable to other promotions, our Referral Program, and other terms applicable to you based upon your use of the Service. These terms are incorporated into this Agreement by reference. To the extent that any of these terms are determined to conflict with this Agreement, this Agreement shall control.

6. Further Assurance. You agree to undertake any necessary actions, including the execution of any necessary documents, to give effect to the provisions and intent of this Agreement.

20. ELECTRONIC COMMUNICATIONS

You acknowledge and consent that this Agreement shall be entered into electronically. Your creation of a Remitly Account and password constitutes an electronic signature to this Agreement and related agreements and have the same effect as if you signed these documents in ink.

The following categories of information (“**Communications”**) may be provided by electronic means, subject to the requirements of Canada’s Anti-Spam Laws (CASL): (i) this User Agreement and any amendments, modifications or supplements to it; (ii) your records of Transactions through this Service; (iii) any initial, periodic, or other disclosures or notices provided in connection with the Service, including without limitation those required by applicable law; (iv) any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service; (v) any other communication related to the Service or Remitly.

Communications may be provided to you at the telephone number(s) that you provide us with through (i) the use of autodialed or prerecorded message calls or (ii) text messages, subject to requirements of CASL. We may contact you directly or we may share your phone number with service providers with whom we contract to provide such Communications. Standard telephone minute and text charges may apply. The hardware and software requirements for access to and retention of the Communications associated with the Service include a personal computer or other device which is capable of accessing the Internet; an Internet Web Browser; and a printer or other device capable of printing and/or retaining agreements and documents.

The 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 [<u>online</u>] (https://www.remitly.com/home/contact), by telephone at 1-844-604-0924, or by mail at Remitly Canada, Inc., attn: Customer Service (Canada), 401 Union Street, Suite 1000, Seattle, WA 98101, USA.

21. LANGUAGE

This Agreement is available in both French and English language versions. You hereby confirm that you have requested that this Agreement and all related documents be drafted in English, that you have been provided with a French language version of this Agreement and that you have agreed to be bound by the English language version of this Agreement. *La présente convention est disponible en français et en anglais. Vous confirmez par la présente que vous avez demandé que la présente convention et tous les documents y étant afférents soient rédigés en anglais, que vous avez reçu une version française de la présente convention et que vous avez accepté d'être lié par la version anglaise de la présente convention.*

22. THIRD-PARTY SERVICES.

23. Third-Party Websites, Applications and Ads. The Service may contain links to third-party websites ("**Third-Party Websites**"), applications ("**Third-Party Applications** ") and advertisements for third-parties ("**Third-Party Ads**") (collectively, the "**Third-Party Services**"). When you click on a link to a Third-Party Service, we will not warn you that you have left the Service, and you become subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Services are not under the control of Remitly. Remitly is not responsible for any Third-Party Services. Remitly provides these Third-Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or any product or service provided in connection therewith. You use all links in Third-Party Services at your own risk. When you leave our Service, this Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Services, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third-party.

24. Sharing Information Through Third-Party Services. Remitly may provide tools through the Service that enable you to export information to Third-Party Services. By using one of these tools, you agree that Remitly may transfer that information to the applicable Third-Party Service. Remitly is not responsible for any Third-Party Service's use of your exported information.

25. Third-Party Application Access. With respect to any Application accessed through or downloaded from the Apple App Store (an "**App Store Sourced Application**"), you shall only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple Media Terms of Service, except that such App Store Sourced Application may be accessed, acquired, and used by other accounts associated with the purchaser via Apple's Family Sharing function, volume purchasing, or Legacy Contacts function. Notwithstanding the first sentence in this section, with respect to any Application accessed through or downloaded from the Google Play store (a Google Play Sourced Application), you may have additional license rights with

respect to use of the Application on a shared basis within your designated family group.

26. Accessing and Downloading the Application from the Apple App Store. The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

1. You acknowledge and agree that (i) this Agreement is concluded between you and Remitly only, and not Apple, and (ii) Remitly, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

2. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

3. In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Remitly and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Remitly.

4. You and Remitly acknowledge that, as between Remitly and Apple, Apple is not responsible for addressing any claims you have or of any third-party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

5. You and Remitly acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third-party's intellectual property rights, as between Remitly and Apple, Remitly, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

6. You and Remitly acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

7. Without limiting any other terms of this Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS AND AGREE TO BE BOUND THEREBY. YOU ACKNOWLEDGE AND AGREE THAT EACH TIME YOU SUBMIT INFORMATION OR CONDUCT ANY TRANSACTION IN CONNECTION WITH THE SERVICE, EACH SUCH TRANSACTION CONTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS.