Remitly's Privacy Notification and Consents

This Privacy Notification and Consents ("Document") was last updated on June 17th 2022. It applies to users of the Remitly services resident in Singapore.

This Document is drafted in the English language and translations may be provided in other languages. You agree that the English version of the Document will control in the event of any inconsistency between the English and translated versions in any dispute related to this Document.

Please take the time to read the following information carefully. We also recommend that you store this document in a safe place.

This Document sets out the basis which Remitly Singapore Pte. Ltd. (Registration No. 201920838N) ("Remitly") ("we", "us", or "our") may collect, use, disclose or otherwise process personal data of our customers in accordance with the Personal Data Protection Act (No. 26 of 2012) ("PDPA").

This Document applies in conjunction with any other notices, contractual clauses and consent clauses that apply in relation to the collection, use and disclosure of your personal data by us.

Important Consents

To provide our services we ask that you consent to the collection, use and disclosure of your personal data as set out in this Document. In particular, by agreeing to this Document you expressly consent to:

- the collection, use and disclosure of your personal data (this helps us comply with our legal obligations and may include us using facial recognition technology and scans of your identity documents);
- the disclosure of your information to a credit reporting body for verification of identity purposes (rest assured this does not give us access to a credit report, nor does it impact your credit score or your credit history);
- the disclosure of your personal data to third party recipients overseas; and
- the receipt of marketing materials (including by email and other methods) from Remitly (you have the ability to opt-out of receiving such messages).

If you do not wish to consent to these matters then please do not use our services.

1. Purpose and Scope

What does this document cover?

1.1 This Document sets out how Remitly collects, handles, uses and discloses your personal data. It describes:

1. with whom we share it (and how you can elect in certain situations to not share information with third parties);

2. how you can access and correct this information; and

3. how you may complain about a breach of the PDPA and how we will deal with those complaints.

This Document applies to personal data in our possession or under our control, including personal data in the possession of organisations which we have engaged to collect, use, disclose or process personal data for our purposes.

1.2 This Document, together with our [User Agreement](https://www.remitly.com/home/agreement) (and any additional terms of use mentioned in our User Agreement) applies to your use of our products and services (our "Services"), where such Services are made available or accessible via our:

1. websites (such as www.remitly.com) (our "Websites"); and

2. our mobile applications (our "App"), once you have downloaded or streamed a copy of our App on your mobile telephone or handheld device ("Device").

What is the meaning of certain words and phrases used in this Document?

1.3 The terms "you", "your" and "yours" refer to the customer or other user accessing and/or using our Services.

"customer" means an individual who (a) has contacted us or communicated with us through any means to find out more about any goods or services we provide (regardless of whether such goods or services are used or engaged), or (b) may, or has, entered into a contract with us for the supply of any goods or services by us; and

"personal data" or "personal information" means data, whether true or not, about a

customer who can be identified: (a) from that data; or (b) from that data and other information to which we have or are likely to have access, and includes sensitive information.

1.4 We also use other capitalised words and phrases (such as "Profile") which have the same meaning as given to them in our [User Agreement](https://www.remitly.com/home/agreement) , unless we have defined them differently in this Document.

When does this Document apply?

1.5 You acknowledge that by clicking 'Join', 'Send Money', 'Confirm Transfer' and/or as our Services otherwise instruct you to actively agree to this Document you consent to our use and disclosure of your personal data in the manner described in this Document.

How may this Document change?

1.6 We may revise this Document from time to time without any prior notice. You may determine if any such revision has taken place by referring to the date on which this Document was last updated. Your continued use of our services constitutes your acknowledgement and acceptance of such changes.

A special note about children

1.7 We ask that persons under the age of 18 (which we treat as children and minors) refrain from using our Service or submitting any personal information to us. Persons under the age of 18 years are not eligible to use our Service and if we discover that someone under the age of 18 has registered a Profile with us, we will close it. If you have questions or concerns regarding this Document, you should email us at privacy@remitly.com.

2. Information We Collect and How We Collect and Hold It

We generally do not collect your personal data unless (a) it is provided to us voluntarily by you directly or via a third party who has been duly authorised by you to disclose your personal data to us (your "authorised representative") after (i) you (or your authorised representative) have been notified of the purposes for which the data is collected, and (ii) you (or your authorised representative) have provided written consent to the collection and usage of your personal data for those purposes, or (b) collection and use of personal data without consent is permitted or required by the PDPA or other laws.

2.1 We may collect, use, disclose and hold the following information about you, which may include non-public personal information:

1.**Information you give us about yourself**. You may give us personal information about yourself as a result of using our Services. This includes information you provide when you download, or register to, our App, register to any of our Services (whether via our Websites or our App), carry out money transfer and messages via our Services, share data via our Website and/or App social media functions, enter a competition, promotion or survey and also when you report a problem or query related to our Services, Websites and/or App. The information you may give us includes: your name, address, e-mail address, date of birth, telephone number (including your Device's telephone number), username, password, other security and registration details, all or part of your government identification details, bank account number, credit/debit card number, personal description and/or photograph. Under certain circumstances we will also collect and save information obtained from scanned copies of official identification documents, including your passport or drivers' licence. If you contact us, we may keep a record of that correspondence.

2. Information you give us about third parties. We also collect third party personal information you provide in order for us to facilitate funds transfers, such as your recipient's full name, physical address, email address, and phone number. However, we will not contact your recipients except as instructed by you or as required to complete a transaction. This information is only used for the sole purpose of completing your request or for whatever reason it may have been provided and will be stored for a certain period of time to comply with legal requirements. Please note that these recipients have the same rights to access and correct information about themselves as anyone else that uses our Services.

3. Information we collect about you, your use of our Services and your Device. Each time you visit one of our Websites or use our App we may automatically collect the following information:

4. Information about your usage of the Service, including your transaction history, and how and to whom you use the Service to send or receive money;

5. Information that we indirectly obtain from you, such as information about the hardware and software you use when accessing the Service (which may include the type of Device you use), a unique device identifier (for example, your Device's IMEI number, the MAC address of the Device's wireless network interface, or the mobile number used by the Device), your IP address, mobile network information, your mobile operating system, the type of mobile browser you use, its time zone setting, the pages you access on our Websites, and other websites that you visit prior to accessing our Service.

6. Information we receive from other sources. We work closely with third parties (including, for example, identity verification services, electronic database services, business partners, sub-contractors in technical, payment and delivery

services, advertising networks, market research service providers, analytics providers, and search information providers) and may lawfully obtain information about you from them.

7. Location information. We may also use GPS technology to determine your current location. Some of our location enabled Services require your personal data for this to work. If you wish to use the particular feature, you will be asked to consent to your data being used for this purpose.

8. Unique Application Numbers. When you install or uninstall a Service containing a unique application number or when such a Service searches for automatic updates, that number and information about your installation, for example, the type of operating system, may be sent to us.

9. Information from 'sign-in' services and social media platforms. You may be able to log in to our Website using sign-in services such as Facebook Connect or an Open ID provider. These services will seek to authenticate your identity and provide you the option to share certain personal information with us such as your name and email address to pre-populate our sign up form.

Services like Facebook Connect give you the option to post information about your activities using our Services to your profile page to share with others publicly or within your network. If you are unsure about what information these service providers / social media platforms are sharing with us, please review your privacy settings with those services as well as their privacy notices.

2.2 As part of verifying your identity we may collect sensitive information (being information related to your race, political or religious beliefs, sexual preferences, criminal convictions, membership of professional or trade associations or unions and biometric and health data). For example, through facial recognition technology or scans of your identity documents. You acknowledge that by clicking 'Join', 'Send Money', 'Confirm Transfer' and/or as our Services otherwise instruct you to actively agree to this Document, you are consenting to us collecting your sensitive information as set out here.

2.3 Without your personal information we may be unable to provide you with our Services.

3. How we use cookies, web beacons and similar technology

We and our marketing, analytics and risk partners or affiliates use cookies, web beacons and similar technology. These technologies are used in analysing trends, administering the site, tracking users' movements around the site and to gather demographic information about our user base as a whole. We may receive reports based on the use of these technologies by these companies on an individual as well as

aggregated basis. You may switch your browser settings to block cookies, but if you do so then you may not be able to access all or parts of our Services.

As is true of most websites, we also gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data.

We may combine this automatically collected log information with other information we collect about you. We do this to improve Services we offer you.

4. How we use the personal information we collect and hold

4.1 Specified purposes. We collect and hold Personal Data for the following purposes:

1. To process an application to register and use our Services, including to verify your identity. This may include the disclosure of your name, residential address and date of birth to an identity verification service provider and credit reporting bodies so that they can provide us or our service providers with an assessment of whether the personal information we have collected about you can be verified against personal information they hold about you. To enable us to do this you expressly authorize our identity verification service provider and their data provider or service providers to be your agent in accessing databases to verify your identity.

The credit reporting body may use the personal information about you and personal information it holds (the names, residential addresses and dates of birth) of other individuals, for the purpose of preparing such an assessment.

2. To process your transactions, provide our other Services and related customer support, and to perform obligations in the course of or in connection with our provision of the goods and/or services requested by you.

3. To maintain a transaction and messaging history for customer reference.

4. To track, improve and personalise our Services, content and advertising.

5. To collect payment for your use of the Service.

6. To troubleshoot problems with the Service, to respond to, handle and process queries, requests, applications, complaints and feedback from you.

7. To comply with applicable laws and regulations, codes of practice, guidelines or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority.

8. To detect and prevent fraud and other unlawful and/or illegitimate uses of the Service.

9. To give effect to your legal rights.

10. To exercise legal rights and/or defend claims.

11. To send you marketing notices, service updates, and promotional offers.

12. To collect survey information that will be used to monitor or improve the use of our Service and overall customer satisfaction.

13. To create anonymous statistical and other information to help us understand and improve our Service and our business.

14. To perform trend and financial data analysis.

15. Transmitting to any unaffiliated third parties including our third party service providers and agents, and relevant governmental and/or regulatory authorities, whether in Singapore or abroad, for the aforementioned purposes.

16. Any other incidental business purposes related to or in connection with the above.

4.2 Other purposes. We also collect your information for any other purposes directly related to the purpose for which the information was originally obtained or for which you have provided the information.

The purposes listed in this Document may continue to apply even in situations where your relationship with us (for example, pursuant to a contract) has been terminated or altered in any way, for a reasonable period thereafter (including, where applicable, a period to enable us to enforce our rights under any contract with you).

5. How We Disclose Information To Others

5.1 We will share your personal information only in the ways that are described in this Document.

We may disclose your personal data:

(a) where such disclosure is required for performing obligations in the course of or in connection with our provision of the goods or services requested by you; or

(b) to third party service providers, agents and other organisations we have engaged to perform any of the functions listed in section 4.1 above for us.

5.2 We do not sell or rent the information we collect about identifiable individuals to third parties (such as advertisers) for their promotional purposes but we may provide them with anonymous aggregated information about our users (for example, we may inform them that 300 women aged under 40 have clicked on their advertisement on any one day). We may also use such aggregated information to help such advertisers reach the kind of audience they want to target (for example, men in Singapore). We may make use of the personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience. These companies may use your personal information only as necessary to provide these services to us.

5.3 We may disclose or share personal information about you with:

1. Our staff.

2. Other entities within the Remitly Group.

3. Other users of our Service for the purposes of carrying out our Services and/or managing any issues which may result.

4. Third-party service providers under contract with us that help us with our business operations, such as payment transaction and messaging processing, third party identity verification service providers, fraud prevention, and marketing. These third parties are prohibited from using your information for their own separate business purposes, with the exception of our third party service providers that assist us with third party identity verification and fraud prevention that may keep a record of the information we supply and who may also disclose the fact that a search of its records was made to its other customers for the purposes of assessing the risk of giving credit, to prevent fraud and to trace debtors.

5. Your bank or credit or debit card issuer and your recipient's disbursement provider (such as their bank) for the purpose of carrying out our Services and in particular to assist in our fraud and risk prevention activities.

6. Other group companies, agents, contractors and other service providers that are under a duty of confidentiality to us and have undertaken to keep your personal information confidential.

7. Any entity within the Remitly group or third parties to facilitate any proposed or actual restructuring, sale, acquisition or merger or business asset transaction.

8. The police, security forces, any law enforcement agencies, competent governmental, intergovernmental or supranational officials and bodies, competent agencies, regulatory bodies (including self-regulatory bodies or schemes) or other third parties, but only

1. in connection with a formal request, subpoena court order, or similar legal procedure; and

2. when we are co-operating with an investigation by any of the persons referred to above; and,

3. when we believe in good faith that disclosure is necessary to comply with the law, prevent physical harm or financial loss, report suspected illegal activity, or to enforce, act in compliance of, and/or investigate violations of our User Agreement.

9. Persons you have referred to us via our referral programmes.

10. Other third parties with your consent and direction to do so.

6. Disclosure of your personal information to overseas recipients

Personal information that we collect from you will be disclosed to overseas recipients. The countries in which overseas recipients are likely to be located include the country or region of your recipient, together with the United States, the Philippines, Nicaragua, Canada, Australia, India and Columbia and/or the U.K. as well as the countries and regions which make up the European Economic Area. You acknowledge that by clicking 'Join', 'Send Money', 'Confirm Transfer' and/or as our Services otherwise instruct you to actively agree to this Document, you are consenting to us disclosing your personal information to overseas recipients.

In relation to transfers of personal data outside of Singapore, we will take steps to ensure that your personal data continues to receive a standard of protection that is at least comparable to that provided under the PDPA.

7. Withdrawing Your Consent

7.1 The consent that you provide for the collection, use and disclosure of your personal data will remain valid until such time it is being withdrawn by you in writing. You may withdraw consent and request us to stop using and/or disclosing your personal data for any or all of the purposes listed above by emailing us at the contact details provided below.

7.2 Upon receipt of your written request to withdraw your consent, we may require reasonable time (depending on the complexity of the request and its impact on our relationship with you) for your request to be processed and for us to notify you of the consequences of us acceding to the same, including any legal consequences which may affect your rights and liabilities to us. In general, we shall seek to process your request within ten (10) business days of receiving it.

7.3 Whilst we respect your decision to withdraw your consent, please note that depending on the nature and scope of your request, we may not be in a position to continue providing our goods or services to you and we shall, in such circumstances, notify you before completing the processing of your request.

7.4 Please note that withdrawing consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclose without consent is permitted or required under applicable laws.

8. Access To and Correction Of Your Information

8.1 The PDPA gives you the right to request access to the personal information we hold about you. We will generally be able to meet your request, subject to certain exceptions under the PDPA.

8.2 If we provide you with access to your personal information we may charge you an amount that reflects our costs of providing you access. We will inform you in advance of any likely charge.

8.3 Remitly takes all reasonable steps to ensure that the personal information it collects, uses or discloses is accurate, complete, up-to-date and relevant to the Services provided to you or the nature of the relationship with you. If you believe that this is not the case in relation to any personal information Remitly holds about you, you have the right to request that Remitly correct your personal information.

8.4 If you would like to request correction of your personal information please contact us via the details set out below. Please make sure that the information you provide us is always current, complete and accurate. You can access, modify, delete or update your personal information submitted on our Website by logging into your Profile and changing your preferences.

8.5 We will respond to your request as soon as reasonably possible. Should we not be able to respond to your request within thirty (30) days after receiving your request, we will inform you in writing within thirty (30) days of the time by which we will be able to respond to your request. If we are unable to provide you with any personal data or to make a correction requested by you, we shall generally inform you of the reasons why we are unable to do so (except where we are not required to do so under the PDPA).

9. Security and data retention

9.1 We employ industry accepted standards in protecting the information you submit to us via our Services. We have put in place SSL (Secure Socket Layer) encryption technology to protect your sensitive information such as bank account number, credit card number and date of birth, transmitted through our Website and/or our App. We also require the use of security credentials (which may, for example, include a username and password) from each user who wants to access their information on our

Website and/or our App. Where we have given you (or you have chosen) security credentials (such as a password) that enable you to access certain parts of our Service, you are responsible for keeping these details confidential and secure. Moreover, if you allow access to our Services via using your fingerprint on your Device (for example, via Apple Touch ID), then you should not allow any other person to register their fingerprint on that Device as it may allow them access to our Services and you could be held responsible for their actions. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, we cannot guarantee its absolute security. If you have any questions about security on our Website, you can contact us at privacy@remitly.com.

9.2 We may retain your personal data for as long as it is necessary to fulfill the purpose for which it was collected, or as required or permitted by applicable laws. Please note that we will retain your information for as long as your Profile is active or as needed to provide the Services to you.

We will also retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

We will cease to retain your personal data, or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purpose for which the personal data was collected, and is no longer necessary for legal or business purposes.

10. Choices You Can Make About Our Use Of Your Information

10.1 We may use your personal information to identify and send you information about Services and third party products and services that we think may be of interest to you. You acknowledge that by clicking 'Join', 'Send Money', 'Confirm Transfer' and/or as our Services otherwise instruct you to actively agree to this Document, you consent to us sending you marketing communications (including by phone, electronic message or any other delivery method) for this purpose. You have the right to ask us not to process your personal data for marketing purposes. You can exercise this right simply at any time by carrying out 'unsubscribe' actions which are made available to you (such as clicking on the 'unsubscribe' link in each promotional email we send you). We will comply with your request within a reasonable period.

10.2 You may also control how we use some of your personal information as part of our Services (such as how we may communicate with you) by confirming your preferences in your Profile. Please note that not all communications can be switched off – for example, we may be required to send you email notices about our Services to comply with our legal obligations.

11. Links to 3rd Party Sites & Third Party Services

11.1 Our Website and App includes links to other Websites whose privacy practices may differ from those of Remitly. If you submit personal information to any of those sites, your information is governed by their privacy policies and we do not accept any responsibility or liability for these policies or for any personal information which may be collected and processed via those websites or services (such as contact and location data). We encourage you to carefully read the privacy policy of any website or software application you use or visit.

11.2 This Document does not cover the practices of third parties that you may engage with when using the Services, such as your mobile network operator or other users of our Services. You should contact them about their privacy policy before providing them with any personal information.

12. Google Maps

Parts of the Remitly Service use Google Maps services, including the Google Maps API(s). Use of these features is subject to the Google Maps Additional Terms of Use and the Google Privacy Policy. By using the Services and agreeing to this Document you also agree to the Google Terms (as amended from time to time).

13. Chat

We use a chat feature to answer questions about our Services and assist you with our website's functionality. If our chat feature is offline we will collect your name and email address so that we may reply to your request.

We use a third-party provider, to supply and support our LiveChat service which we use to answer questions about our Services and assist you with our Site functionality.

Personal information we collect: If you use the LiveChat service we will collect: your name, email address (optional) and the contents of your LiveChat session.

Using your personal information: We will use this information to answer your questions.

Sharing your personal information: We will share this information with:

our staff (but their use shall be limited to the performance of their duties and in line

with the reason for processing, including to provide customer support and for troubleshooting, data analysis, testing, research, and statistical and survey purposes); and

our service provider to enable them to maintain and host our LiveChat service.

14. Social Media Widgets

Our Website includes Social Media Features, such as the Facebook Like button and Widgets, such as the Share this button or interactive mini-programs that run on our site. These Features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the Feature to function properly. Social Media Features and Widgets are either hosted by a third party or hosted directly on our Site. Your interactions with these Features are governed by the privacy policy of the company providing it.

15. Import Contacts

We may give you the ability to import contacts from your Gmail, Yahoo Mail or other email providers as well as allowing you to manually enter them to invite them to become members of our Services. Before providing us access to any other person's details, you must obtain their prior permission to share their information with us and we may let them know that you have supplied their details to us. We do not collect the username and password for the email account you wish to import your contacts from as you provide it directly to that email service provider and after your approval they send us your email contacts. At your instruction we will send an email invite and at most one reminder email in addition to the original invite.

16. Complaints

16.1 If you have a complaint regarding our handling of your personal information including if you believe we have breached the PDPA, email [privacy@remitly.com] (mailto:privacy@remitly.com) or contact Remitly Customer Service [online](https://www.remitly.com/home/contact) or by phone at 65 6335 3569.

16.2 We will respond to your complaint within 30 days of receipt of the initial complaint. We will provide you with a written notice setting out our decision.

16.3 If we are unable to resolve the complaint within 30 days we will:

1. inform you of the delay and the reasons for the delay; and

2. specify a date when a decision can reasonably be expected.

17. Contact

17.1 You may contact our Data Protection Officer if you have any enquiries or feedback on our personal data protection policies and procedures, or if you wish to make any request please email the Remitly Singapore Data Protection Officer at privacy@remitly.com.