Remitly User Agreement

Effective Date: June 2nd, 2026

Thank you for choosing Remitly, where we seek to transform lives with trusted financial services that transcend borders. This User Agreement ("**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</u>](http://www.remitly.com/) 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 Mobile Apps, (collectively, with our Mobile App and website, the "**Service**"). This Agreement applies to Brazilian Remitly Accounts only.

PLEASE READ THIS AGREEMENT CAREFULLY. The terms of this Agreement are legally binding.

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 TO FORM A BINDING CONTRACT WITH REMITLY; AND (3) YOU ARE NOT BARRED FROM USING THE SERVICE UNDER THE LAWS OF THE BRAZIL, YOUR PLACE OF RESIDENCE, OR ANY OTHER APPLICABLE JURISDICTION. Do not use our Service 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.

Other Agreements and Policies you must follow. By using our Service, you are also accepting our (i) [<u>Privacy Policy</u>](https://www.remitly.com/us/en/home/policy), (ii) [<u>E-Sign Disclosure and Consent,</u>](https://www.remitly.com/us/en/home/esign) and (iii) [<u>Cookie Policy</u>](https://www.remitly.com/us/en/home/cookies).

Using our Service. 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 Service, review your account transaction history, and more. More information about how to create your Remitly Account is below.

Account Security. You can use the Service only for yourself. This means you can't create a Remitly Account or use the Service 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 Service 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 Policy</u>](https://www.remitly.com/us/en/home/policy).

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

1. ABOUT THIS USER AGREEMENT

1. About Us. We are Remitly Corretora de Câmbio Ltda, registered at CNPJ under number 17.635.177/0001-67, with headquarters at Avenida Paulista nº 1347, 12º andar, espaço 12ª124, Bela Vista, CEP 01310-916**,** also referred to as "**Remitly**", "**we**", "**us**", and "**our**" in this Agreement, together with its employees, directors, affiliates, successors, and assignees. Remitly is a foreign exchange broker duly authorized by the Brazilian Central Bank to carry out foreign exchange transactions in the Brazilian foreign exchange market.

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

3. Your Remitly Account. A **Remitly Account** is an account provided by Remitly that allows people who reside in Brazil to send money transfers to people in other countries and regions. For avoidance of doubt, the Remitly Account is not 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 Service via our website or Mobile App; or
- start using or attempt to use our Service, including if you access, download and/or use any of the Service. In such circumstances, we will treat your use of our Service as your acceptance of this Agreement.

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

- [<u>Electronic Communications Delivery Policy</u>](https://www.remitly.com/us/en/home/esign)
- [<u>Privacy Policy</u>](https://www.remitly.com/us/en/home/policy)
- [<u>Cookie Policy</u>](https://www.remitly.com/gb/en/home/cookies).

6. Remitly reserves the right, at our sole discretion, to modify this Agreement or any of the Policies listed above, including changing, adding, or removing portions of this Agreement, at any time. We will provide you with a 30-day notice if our changes reduce your rights or increase your responsibilities under this Agreement. 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/us/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.

2. THE SERVICE

1. The Service allows registered users to send international money transfers from Brazil 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. 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 Brazilian Reais 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 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 through our [<u>Help Center</u>] 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 SERVICE

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, CEP, date of birth, taxpayer number (CPF), 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/us/en/home/policy). To create a Remitly Account, you are responsible for and you must:

a\. 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 Service;

b\. Create security credentials, such as a password or personal identification number, that Remitly deems necessary (**"Security Credentials"**)

c\. 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, PIX Key, 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:

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

ii\. you are the owner of the chosen Payment Instrument, and its authorized and lawful user; and

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

d\. you will carry out any other action which we, or our third-party Service Providers, may reasonably require from you in order to access and use the Service.

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/us/en/help/contact).

3. You must use our service for yourself only. You must not create a Remitly Account, nor submit a Transaction on behalf of any other person. Our Service under this Agreement is only made available to consumers, meaning for use by individuals for personal, family, or household purposes. By using our Service under the terms of this Agreement 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 Service to you, or otherwise stop your use of our Service at any time without liability to you.

4. ELIGIBILITY REQUIREMENTS TO USE OUR SERVICE

1. Age and Capacity. You must be at least eighteen (18) years old to create a Remitly Account or use the Service as a Sender. By opening a Remitly Account, you declare that you are 18 years or older. You must be able to form legally binding contracts under applicable law. Other restrictions may apply.

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

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 may have only 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. VERIFYING YOUR IDENTITY

1. General. As required by state 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/us/en/home/policy).

2. Customer Identification Requirements. To comply with obligations of applicable laws, including 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. Authorization. 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. You authorize us to retain copies of your information and documents (including those related to the foreign exchange transactions you conduct) for the purpose of complying with applicable regulatory obligations, and for the duration required by the relevant laws and regulations. Such retention will be limited to what is necessary and proportionate to ensure regulatory compliance.

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. Bank Account Payment Authorization. When you fund a Transaction and/or pay any Service Fees using your bank account as the Payment Instrument, you authorize the initiation of PIX debit or credit entries, as applicable, to that bank account in accordance with any payment instructions you provide, and the crediting of funds to your bank account for Transactions that are refunded, canceled, or otherwise returned.

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. Legal classification of the Foreign Exchange Transaction. You are responsible for determining the legal classification of the foreign exchange transaction carried out to send funds abroad, in accordance with Law No. 14,286/2021 and any other applicable regulations. You shall assume full responsibility for such

determination and acknowledge that Remitly reserves the right to refuse the Transaction.

6. 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 allowed by 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.

You are solely responsible for entering the correct information for the Recipient to whom you are sending money and the legal classification of the foreign exchange transaction as defined in the regulation. Subject to applicable law, you are the sole 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 specific 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 Brazilian Reais is due and payable by you to us at the time the Transaction is submitted for processing. Service Fees may vary based on Recipient's country and other factors and are subject to change.

2. Other Charges. 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. If you submit a Transaction that results in Remitly being charged a fee or another amount because of your Payment Instrument not being used in an authorized manner, or with insufficient funds or credit, we will notify you of the fee we were charged, and you agree to pay us the equivalent amount.

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 the 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 Service. 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 knowledge, 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.

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 relates to fraud or criminal activities, 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 by 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 are included on the Specially Designated Nationals and Blocked Persons list, Non-Cooperative Countries and Territories list, and such other lists as issued by different government agencies and/or international or intergovernmental organizations with such competency.

6. No Changes. Unless otherwise specified in this agreement, 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 6.6 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.

7. Prohibited Activities. In connection with your use of our website or the Service, or in the course of your interactions with Remitly, we consider 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 Service for any illegal purposes or in breach of any applicable law which impacts us or your use of the Service (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 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 Service 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 Service, bank, or your debit or credit card issuer; or
- use any robot, spider, scraper, automatic device, or manual process to monitor or copy our website or app or otherwise display, use, copy, or modify the Remitly Intellectual Property in any manner.

8. Remitly, in its sole discretion, reserves the right to take the following actions if you engage in any Prohibited Activity, 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 Service, and/or restrict your use of our Service, in whole or part, including not providing you with Service 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 Service to our financial institution partners, a regulator, the police or other law 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 Service, 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 ("RDA"), as established by the Reserve Bank of India. You understand that use of the Service under this Agreement for commercial purposes or contributions to charitable organizations is prohibited. You agree that you will provide relevant documentation, assistance, or cooperation (in any form requested) to the Transfer Service Providers, auditors, or inspectors to carry out all necessary checks, including know-your-customer checks prescribed under applicable laws.

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 or WhatsApp) 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 Notice, 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 Service. 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.

2. 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/us/en/help/article/complaints-process?language=en*US); or*

• mailing us (Remitly Corretora de Câmbio Ltda) at Avenida Paulista nº 1347, 12º andar, espaço 12ª124, Bela Vista, CEP 01310-916**,** attn: Legal team.

For Remitly's Error Resolution and Cancellation Disclosures, [<u>click here</u>](https://www.remitly.com/us/en/home/errors).

3. Cancellations. You can attempt to 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**.

4. 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 because you fail to take action to correct the mistake or issue, we will refund the full Transaction Amount, taxes, and any Service Fees that you paid as part of the Transaction.

5. Refunds.

a\. Please see the [<u>Remitly Error Resolution and Cancellation Disclosures</u>](https://www.remitly.com/us/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.

b\. All refunds will be credited to the same Payment Instrument used to pay for the Transaction. Refunds are only made in Brazilian Reais and will not be adjusted to account for changes in the value of the Brazilian Reais 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.

c\. **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. 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.

- contact us at our [<u>Complaints Page;</u>](https://www.remitly.com/us/en/help/article/complaints-process?language=en*US) *or*
- mail us (Remitly Corretora de Câmbio Ltda) at Avenida Paulista nº 1347, 12º andar, espaço 12ª124, Bela Vista, CEP 01310-916**,** attn: Legal team

- d\. If, for a reason not described in Section 12.4 or otherwise covered by our Error Resolution and Cancellation Disclosures, you are not satisfied with our Service as it relates to a specific Transaction, you may [<u>contact us</u>](https://www.remitly.com/us/en/help#contact) 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 through our [<u>Help Center</u>] or by chat in your Mobile App and closing your Remitly Account.

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. We can terminate this Agreement immediately if you violate these terms or any of our policies, including our Prohibited 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 Service;
- 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 Service; and

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

5. 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.

6. 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 Service. You are hereby granted the right to access and use the Service, 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 Mobile App on a device that you own or control and to run such copy of the Mobile App solely for your own internal purposes.

3. Ownership. You acknowledge that the Service, including the content of this website, text, graphics, logos, and images, as well as all other Remitly copyrights, trademarks, logos, and product and service names, are owned exclusively by Remitly, Inc. (the "**Remitly Intellectual Property**").

4. Use. You agree not to display, use, copy, 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 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 Remitly's 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 (**“Customer Input”**) related to our Service, 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 all right, title and interest in and to the Customer Input and agree to provide us with any assistance we may require to document, perfect and maintain our rights in the Customer Input. For this purpose the word: “assign” is a legal term which means legally transferring the benefit, such as you legally transferring the benefit of the Customer Input to us.

15. DISCLAIMERS; LIMITED WARRANTIES AND REMEDIES

1. Service Availability. We make every effort to keep the Remitly Service available and operating smoothly. However, we do not guarantee that the Service will always be uninterrupted, timely, secure, or error-free. You understand and agree that Remitly will not be liable for any interruption, suspension, or modification of the Service, or for any loss or damage resulting from such events. Transfer speed information and delivery timelines provided by us are estimates and may vary depending on payment method, delivery method, compliance reviews and system availability of Remitly and third-party providers.

2. Data Protection. We use technical and organizational measures to protect your personal data in accordance with our Privacy Policy. However, you understand that no system is completely secure, and we cannot guarantee that unauthorized third parties will never be able to access, intercept, or alter your information. To the extent permitted by law, Remitly will not be liable for any unauthorized access, interception, alteration, or disclosure of your data caused by acts of third parties, including but not limited to c*yberattacks*, *phishing*, credential stuffing, or other security incidents affecting networks, devices, operating systems, email providers, or other third-party infrastructure outside Remitly's reasonable control.

3. Service Content. We aim to keep the information and materials on our Service accurate and complete, but we do not guarantee that all content will always be up to date or free from errors. You understand and agree that Remitly is not liable for losses or damages resulting from inaccurate information, system errors, or temporary unavailability of the Service. Where an error attributable to us is identified, your remedy is as set out in Section 12 (Error Resolution, Cancellations and Refunds) and in this Section.

4. External Websites. The Service may include links to third-party websites or services. Remitly does not control, endorse, or assume responsibility for the content, products, or services offered by those third parties. You use any third-party websites or services at your own risk, and Remitly is not responsible for any losses or damages resulting from your use of them. In addition, Remitly does not guarantee that third-party websites or services will be free of errors, interruptions, delays, or security incidents.

5. Transfer Limits and Restrictions. Remitly may reject, suspend, or apply limits to your transfers at any time, with or without prior notice, and without being required to provide a reason. If your transfer is declined, we will notify you through the Remitly app, by email, or through another reasonable communication method. You acknowledge that we may, acting in good faith, extend processing times or withhold execution to comply with Know Your Customer (KYC), anti-money laundering (AML), sanctions screening, requests from competent authorities, or other legal or regulatory requirements applicable in Brazil or abroad.

6. Indirect Damages. If an error occurs, we will correct it or refund the amount of the transfer and any applicable fees. To the fullest extent permitted by law, Remitly will not be liable for any indirect, incidental, special, or consequential damages that arise from your use of the Service.

7. Security; Unauthorized Access and Use. You must keep your login, passwords, devices, email accounts, and any authentication or security credentials safe and up to date, and you must not share them with anyone. You must also ensure your device and software are secure (including by keeping operating systems, browsers, and the Remitly app updated and using anti-malware where applicable). You must notify us immediately if you suspect your account, device, or credentials have been lost, stolen, or compromised, or if you notice transactions you did not authorize. To the fullest extent permitted by law, Remitly is not responsible for any loss arising from unauthorized access or transactions resulting from: (a) malware, phishing, social engineering, SIM swap, credential theft, or other compromise of your device, email, phone number, or credentials; (b) your failure to implement or maintain the security measures described above; or (c) security incidents in third-party infrastructure (including telecom carriers, internet service providers, device manufacturers, operating systems, or app stores) outside Remitly's reasonable control.

16. INDEMNITY

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 attorneys' 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. Remitly may retain and offset amounts in our possession (including pending refunds) against any amounts you owe to Remitly (for example, chargebacks, returned payments, or partner fees), without prejudice to any other remedies available to us.

17. LIMITATION OF LIABILITY

You understand and agree that Remitly will not be liable when:

a\. we are unable to complete your transfer because we could not obtain your approval to proceed, or we did not receive the funds required to finalize the transaction;

b\. we, acting in good faith, take additional time to process your transfer to comply with identity verification, Know Your Customer (KYC), or other legal or regulatory compliance requirements;

c\. the release of funds to the recipient is delayed due to KYC or compliance reviews carried out by financial institutions involved in the transaction, including the recipient's institution, or in order to comply with applicable laws or regulations;

d\. after the funds have been sent to the recipient's bank, they are frozen or withheld as

a result of a government order or events such as the liquidation, insolvency, or closure of the recipient's bank;

e\. incorrect or incomplete recipient details are provided, resulting in the transfer being credited to the wrong account;

f\. transfers are delayed or not completed due to circumstances outside of our control, including force majeure events, system outages, or failures of third-party payment networks or financial institutions;

g\. transfers are cancelled in accordance with the terms of this Agreement;

h\. transactions are initiated or instructions are given by any person using your Remitly credentials, prior to your notifying us through the channels indicated in this Agreement that your account or device has been compromised and we have had a reasonable time to act and/or where you failed to comply with your security obligations under this Agreement ; or

i\. relevant foreign exchange rate movements, market volatility, unavailability or failure of payout partners, or changes in law or regulation require us to suspend, cancel, or modify your transfer.

18. GOVERNING LAW AND DISPUTE SETTLEMENT.

This Agreement shall be governed by and construed in accordance with the laws of Brazil. Except as otherwise provided by law, the courts of the District of São Paulo, State of São Paulo, are hereby elected to settle any disputes arising out of this Agreement.

19. MISCELLANEOUS

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

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

3. 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 unforeseeable circumstances or 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.

4. 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.

20. LANGUAGE

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

21. THIRD-PARTY SERVICES.

1. Third-Party Websites 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.

2. 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.

3. 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 Third-Party Application on a shared basis within your designated family group.

4. 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:

a\. 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.

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

b\. 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.

c\. 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.

d\. 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.

e\. 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.

f\. 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.