Remitly's User Agreement

How to read this document

Remitly's User Agreement contains two (2) distinct and separate sets of terms and conditions, together with an additional set of terms known as the 'Remitly Referral Terms and Conditions' that apply when you participate in our rewards programme. For ease of reference, we have included each set of terms on this webpage. The details of each set of terms and how they apply to the use of our services is set out in the table below. Please review the terms which apply to your specific use of our services. You can jump directly to the terms by clicking on their link below.

Name: [Remitly Transaction Terms and Conditions](#remitly-transaction-terms-and-conditions)

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

Name: [Remitly Profile Creation Terms and Condition](#remitly-profile-creation-terms-and-conditions)

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

Name: [Remitly Referral Terms and Conditions](https://www.remitly.com/home/referral-program-tnc)

Application: Remitly's Referral Terms and Conditions set out how you can participate in Remitly's Referral Program. You agree to Remitly's Referral Terms and Conditions when you agree to the Remitly Profile Creation Terms and Conditions.

In the event there is any inconsistency between the English version of this Agreement and the translated text, the English text shall be binding.

Remitly Transaction Terms and Conditions

Our Services, provided by Remitly NZ Limited (registered address: Russell McVeagh, Level 30, Vero Centre, 48 Shortland Street, Auckland Central, 1052, NZ) allow you to transfer funds to Recipients located in certain countries outside New Zealand in their local currency.

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

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

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

The information in this document is current as at November 19, 2023 and is subject to change. We may change these Transaction Terms in the way described in clause 15.

Other Terms

For the terms and conditions that apply to creating and maintaining a Profile with Remitly, please see our Profile Creation Terms and Conditions. You should also read our Privacy Notification and Consents available here[hyperlink].

A guide to reading this document

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

If you need to know more, please ask

If there's anything in this document that you'd like to clarify or know more about, simply contact us via our [Contact Us page](https://help.remitly.com/s/contact?language=en *US)*.

The Services set out in this document are provided to you by Remitly (New Zealand) Limited (**Remitly, we, us** and **our**).

PART 1 – TRANSACTION FEES AND TERMS AND CONDITIONS

1. Fees

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

Fee Type: Service Fee

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

Fee Type: Credit Card Payment Processing Fee

Amount: You agree to pay us a credit card payment processing fee, which is a % of each New Zealand dollar amount that is debited to your Payment Instrument by us under these Transaction Terms when that Payment Instrument is a credit card. We tell you this % amount prior to you giving us an Instruction. This credit card payment processing fee is payable in addition to the Amount each time you give us an Instruction. The services of Payment Service Providers may also be used to provide our Services. You agree to pay the reasonable fees and charges of Payment Services Providers required for us to provide you with the Services.

Fee Type: Third Party Fees

Amount: If prior notification and agreement can be included (as with Service Fees and Credit Card processing fees), then the reasonableness requirement can be removed. Remitly will not be liable for any amount deducted by, or payable to, a Payment Service Provider involved in carrying out a Transaction. Fees and charges imposed by Payment Service Providers may be deducted from the amounts transferred to the Recipient. If this occurs, this means that the Recipient will receive less than the Amount.

Fee Type: Insufficient Fund Fee

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

Fee Type: Chargeback Fee

Amount: If you authorise us to debit a Payment Instrument that you do not have authority to use or you challenge a legitimate Transaction with your financial institution, and as a result we are charged a chargeback fee by the financial institution associated with the Payment Instrument, you agree to reimburse us for the amount of that fee.

Fee Type: Card Payment Authorisation Fee

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

1.2 Unless stated otherwise, we will debit these fees to your nominated Payment Instrument for the Transaction or any other Payment Instrument saved to your Profile. Where it is not possible to debit a Payment Instrument, we will deduct these fees directly from the Amount. With the exception of the Service Fee, the Credit Card Payment Processing Fee and the Card Payment Authorisation Fee, all fees are non-refundable.

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

2. Eligibility to use our Services

2.1 To give us an Instruction, you must:

1. have a Profile that has not been suspended or closed;
2. agree to the Transaction Terms;
3. have read and agreed to our Privacy Notification and Consents; and
4. be able to honestly make the representations set out in clause 4.

3. Submitting an Instruction

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

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

3.3 Your Instruction is a request to us to:

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

a. retain any applicable fees;

b. where applicable, convert the Amount into the Recipient's Foreign Currency using the exchange rate specified in the Instruction; and

c. immediately transfer the Amount in the Recipient's Foreign Currency to the Recipient, to be made available in the way specified in the Instruction [(although you acknowledge that it may take up to 3 business days for the transaction to be completed

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

3.5 Once you submit an Instruction it may not be changed.

3.6 We may refuse to act on your Instruction if:

1. your Profile has been suspended or closed;

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

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

4. we consider it reasonably necessary to protect our systems;

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

activities;

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

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

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

9. the Recipient is located in a country that we no longer make funds available to;

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

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

12. you provide incomplete, incorrect, or misleading information;

13. you provide yourself a cash advance from your credit card (or help others to

do so) or otherwise attempt to obtain more funds than you are entitled to by receiving or attempting to receive funds from both us, another user of our Services, your financial institution, or a debit or credit card company for the same Transaction;

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

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

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

3.7. You can cancel a transaction before it is completed. If you cancel a transaction before it is completed, you may seek a refund by contacting us.

3.8 If the Amount is to be collected in cash and the Recipient does not collect the Amount within 60 days of it being available to them, that Amount may be returned to Remitly. Remitly may then, on receipt of the funds from the Payment Service Provider, credit to your Payment Instrument in New Zealand dollars, the Amount, the Service Fee and the Credit Card Payment Processing Fee, as applicable.

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

1. you are required to contact us as soon as possible (and, in any event, within 180 days of the date we informed you the funds would be made available to the Recipient) with the following information:

a. your name and email address;

b. a description of the error or problem;

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

d. the Amount in New Zealand dollars; and

e. the reference number for the Transaction.

2. We will make a determination as to whether an error has occurred within 30 days after the date that you contact us with the information required under clause 3.9(1) above and inform you of that determination within 3 business days of making the determination;

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

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

3.10 If you are not satisfied with our service for any reason, please let us know and we may refund the Service Fee amount of the Transaction (our **Goodwill Guarantee**). To apply for our Goodwill Guarantee, contact us via our [Contact Us page](https://help.remitly.com/s/contact?language=en*US). Our Goodwill Guarantee is provided in addition to, and does not effect, any rights you may have under law.*

3.11 You acknowledge and agree that:

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

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

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

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

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

6. delivery of some currencies may be governed by, or subject to, certain legal and regulatory requirements and obligations. It is your responsibility to ensure that these laws and regulations are complied with and, if needed, we suggest you obtain your own advice in relation to such matters;

- if a Transaction is cancelled, you must pay any fees associated with the cancellation of the Transaction and the crediting of your Payment Instrument;
- we will make reasonable attempts to contact you over a reasonable period if we cannot credit your Payment Instrument after a Transaction is cancelled for any reason under these Transaction Terms. If the funds that were to be credited are not claimed within four and a half years after the date of the Transaction, the funds are

taken to be forfeited to us for our benefit, shall cease to be owing and payable to you, and shall no longer be treated as unclaimed money;

- we only send funds to the countries and in currencies listed on our website (these countries and currencies are subject to change at any time);
- we are not obliged to accept payment from you by any means other than your Payment Instrument;
- you must not use our Services if you are acting in a business capacity;
- the Recipient may not receive the Amount or may only receive part of the Amount if, for example:

  - you have not provided correct information (including if you have not provided the correct Recipient details);
  - there are insufficient funds available through your Payment Instrument;
  - the Recipient's Payment Service Provider, or any other institution through which the Instruction passes, does not make it available to the Recipient;
  - a Payment Service Provider deducts reasonable charges or fees; or
  - fees (as set out in clause 1) are incurred after the Amount has been debited to your Payment Instrument and we deduct those fees from the Amount; and
  - subject to clause 5.3, we are not liable for any amount that is not received by the Recipient (except where that is due to our negligence or fraud).

4. Representations

You represent that:

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

2. you are a resident of New Zealand;

3. you are the authorised holder of the Payment Instrument;

4. you have sufficient available funds on your Payment Instrument to carry out the

Transaction;

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

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

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

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

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

5. Our liability is limited

5.1 Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees (as defined at clause 5.3 below), we are not liable to you for any loss or damage arising as a result of the following (except to the extent that loss or damage is caused by our negligence or fraud):

1. payments made using our Services (including, for example, payments which may result in an account being overdrawn or where the Recipient does not receive the Amount in full);

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

3. us being unable to credit your Payment Instrument or contact you on the cancellation of a Transaction;

4. any failure by us to perform (in part or in full), or delay in the performance of, any of our obligations under these Transaction Terms due to:

a. our compliance with any laws or regulations;

b. the occurrence of an Event Outside Our Control; or

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

5. any dispute between you and any other person;

6. any disruption caused by:

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

b. any period when all, or any part of, our Services are unavailable;

7. subject to our compliance with the Privacy Act 2020; any loss or corruption of any data stored or held (including, but not limited to, copies of any documents related to a Transaction or your identity) by Remitly or a Service Provider;

8. any transactions that are delayed, blocked, frozen or refused by us;

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

10. defective digital content we supply to you where the damage could have been avoided by you applying an update provided by us, or by you not following our installation instructions or failing to have in place the Minimum System Requirements advised to access and use our Services;

11. you using our Services to send money as part of you carrying out business activities;

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

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

5.2 Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees (as defined at clause 5.3 below), we will not be liable for any indirect, special or consequential loss (including, without limitation, loss of profits or revenues (actual or anticipated), or otherwise resulting from your use of our Services).

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

5.3 Nothing in these Transaction Terms limits, excludes or modifies, or purports to limit, exclude or modify, the statutory consumer guarantees as provided under the Consumer Guarantees Act 1993 (**Non-Excludable Guarantees**).

6. You must indemnify us

6.1 You indemnify and keep us indemnified, and must pay us on demand, against all claims, actions, suits, losses, defaults, liabilities, expenses, costs (including legal costs) and damages that we may incur or suffer arising out of or in connection with your use of our Services including, without limitation:

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

2. your failure to comply with any law, regulation, directive or sanction;

3. your failure to pay any charges or fees payable by you under these Transaction Terms;

4. a Payment Instrument being used by you without the authority of its holder or used by you in a way which was not authorised by that holder;

5. funds charged or debited to a Payment Instrument not being received by us or which were received but which we were subsequently required to pay back, in each case, for any reason;

6. Remitly acting in accordance with, or exercising or enforcing or attempting to enforce our rights in connection with, these Transaction Terms, including our legal fees on a solicitor and client basis; or

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

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

6.3 It is not necessary for us to incur expense or make payment before enforcing the relevant indemnity.

7. Termination

This agreement terminates once a Transaction is completed. A Transaction is completed on the date that the Amount is credited to the Recipient's bank account or is available to be collected in cash.

8. Severability

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

9. Set-off

We may set-off any amount we owe to you against any amount payable by you under any arrangement with us. We need not do so.

10. Dispute resolution

10.1 If a dispute arises between you and Remitly, our goal is to understand and address your concerns. Please contact us via our [Contact Us page](https://help.remitly.com/s/contact?language=en*US) to discuss a dispute with us.*

10.2 Any dispute or difference whatsoever arising out of or in connection with this agreement shall be submitted to arbitration in accordance with, and subject to, the Arbitration Act 1996, including the first and second schedules. Unless the parties agree upon an arbitrator within 45 business days of one party raising the dispute with the other party, the arbitrator shall be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand within a further 15 business days. The place of arbitration shall be Auckland.

11. Governing law and jurisdiction

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

PART 2 – TRANSACTION TERMS GENERAL INFORMATION

12. Privacy and Confidentiality

Remitly's Privacy Notification and Consents, available [here](https://www.remitly.com/nz/en/home/policy), explain our commitment to the protection of your personal information and include important consents we require you to provide in order to use our Services.

13. Communications

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

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

2. your records of Transactions undertaken using the Service;

3. disclosures provided in connection with the Service; and

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

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

13.3 You may communicate with us via our [Contact Us page](https://help.remitly.com/s/contact?language=en*US)*.

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

14.1 You should be aware that:

1. Transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach New Zealand law, including sanctions law (or the law or sanctions law of any other country);

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

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

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

14.2 You provide us with the following undertakings and indemnify us against any potential losses arising from any breach by you of such undertakings:

1. you will not initiate, engage in or effect a Transaction that may be in breach of New Zealand law, including sanctions law (or the law or sanctions law of any other country); and

2. the underlying activity for which your use of our Services is being provided does not breach any New Zealand law or sanctions (or the law or sanctions of any other country).

15. Changes to Transaction Terms

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

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

Time Frame: 30 days in advance

Method of Notification: Electronically

Type of Change: A change that is to your benefit or is required to comply with laws

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

Method of Notification: Electronically

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

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

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

16. Assignment

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

PART 3 – TRANSACTION TERMS MEANING OF WORDS

Amount means the amount to be paid to the Recipient.

Electronic means electronic forms of communicating including, but not limited to, emails, smartphone notifications, calls, SMS, notifications through the Remitly app or posting on our website.

Event Outside Our Control means any act or event beyond our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary and include, without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, natural disasters, pandemics or epidemics, government order, failure of a telecommunications network and internet disturbances (including where you are not in an area of mobile coverage) and the suspension of our Services resulting from maintenance and upgrades to our systems or the systems of any party used to provide our Services.

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

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

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

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

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

Profile means your profile with Remitly.

Recipient means the person you select to receive the Amount.

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

Remitly, we, us or **our** means Remitly (New Zealand) Limited.

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

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

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

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

Recipient in the Recipient’s Foreign Currency.

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

Remitly Profile Creation Terms and Conditions

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

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

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

The information in this document is current as at November 17, 2022 and is subject to change. We may change these Profile Terms in the way described in clause 16.

By agreeing to these Profile Terms you are also agreeing to the Remitly Referral Terms and Conditions (**Referral Terms**), which form part of these Profile Terms.

In the event there is any inconsistency between the English version of this document and the translated text, the English text shall be binding.

A guide to reading this document

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

If you need to know more, please ask

If there’s anything in this document that you’d like to clarify or know more about, simply contact us via our [Contact Us page](https://help.remitly.com/s/contact?language=en

US).

The Services set out in this document are provided to you by Remitly (New Zealand) Limited (**Remitly, we, us** and **our**).

PART 1 – Profile Terms - Terms and Conditions

1. Getting Started

1.1 To use our Services, you must create a Profile.

1.2 To be eligible to create and maintain a Profile, you must:

1. be a natural person of at least 18 years of age;
2. be a resident of New Zealand;
3. have read and agreed to our Privacy Notification and Consents; and
4. agree to the Profile Terms.

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

2. Creating and maintaining a Profile

2.1 To create a Profile, you must:

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

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

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

2.3 If the information you provide to us in the registration process changes, you must notify us immediately.

2.4 You may only create one Profile.

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

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

3. Service providers

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

4. Security Credentials

4.1 You must ensure that:

1. your Security Credentials are kept secure; and
2. you are the only person who has access to your Security Credentials

4.2 To protect your Security Credentials, you must:

1. try to memorise them;
2. not write, or keep a record of, your Security Credentials on your computer or mobile phone, even if disguised;
3. not select Security Credentials that can easily be associated with you, such as using your date of birth, phone number, driver's licence number or part of your name as a password; and
4. immediately change your Security Credentials if someone else obtains your Security Credentials.

4.3 Remitly is entitled to assume that you are the only person accessing your Profile. Anything done by a person accessing your Profile as a result of you failing to meet your obligations under these terms will be binding on you even if you have not authorised them to access your Profile.

4.4 You must inform Remitly, via our [Contact Us page](https://help.remitly.com/s/contact?language=en*US), on the same day after becoming aware, or after suspecting,*

that your Security Credentials have become known to another person.

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

5. Our liability is limited

5.1 Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees (as defined at clause 5.3 below), we are not liable to you for any loss or damage arising as a result of the following (except to the extent that loss or damages is caused by our negligence or fraud):

1. any unauthorised access to your Profile (including any Transactions subsequently made using our Services) where that unauthorised access is due to a breach of these Profile Terms by you;

2. any disruption caused by:

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

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

1. subject to our compliance with the Privacy Act 2020,any loss or corruption of any data stored or held (including, but not limited to, copies of any documents related to a Transaction or your identity) on your Profile;

2. the creation and maintenance of your Profile.

5.2 Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees (as defined at clause 5.3 below), we will not be liable for any indirect, special or consequential loss (including, without limitation, loss of profits or revenues (actual or anticipated), or otherwise resulting from your use and maintenance of a Profile).

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

5.3 Nothing in these Profile Terms limits, excludes or modifies, or purports to limit, exclude or modify, the statutory consumer guarantees as provided under the Consumer Guarantees Act 1993 (Non-Excludable Guarantees).

6. Periods where system unavailable

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

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

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

7. Suspension and Termination

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

1. you have not complied with these Profile Terms;

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

3. we consider it reasonably necessary to protect our systems;

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

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

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

7. you provide incomplete, incorrect, or misleading information;

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

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

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

11. you do not provide us with further information within a specified time following a request under clause 15.

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

7.3 You may terminate this agreement at any time via our [Contact Us page](https://help.remitly.com/s/contact?language=en*US) to request that your Profile be closed.*

8. Severability

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

9. Set-off

We may set-off any amount we owe to you against any amount payable by you under any arrangement with us. We need not do so.

10. Dispute resolution

10.1 If a dispute arises between you and Remitly, our goal is to understand and address your concerns. Please contact us via our [Contact Us page](https://help.remitly.com/s/contact?language=en*US), to discuss a dispute with us.*

10.2 Any dispute or difference whatsoever arising out of or in connection with this agreement shall be submitted to arbitration in accordance with, and subject to, the Arbitration Act 1996, including the first and second schedules. Unless the parties agree upon an arbitrator within 15 business days of one party raising the dispute with the other party, the arbitrator shall be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand within a further 15 business days. The place of arbitration shall be Auckland

11. Governing law and jurisdiction

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

PART 2 – PROFILE TERMS GENERAL INFORMATION

12. Privacy and Confidentiality

Remitly's Privacy Notification and Consents, available [here](https://www.remitly.com/nz/en/home/policy) , explain our commitment to the protection of your personal information and include important consents we require you to provide in order to use our Services.

13. Intellectual property

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

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

13.2 You agree not to:

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

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

13.4 If you provide us with any suggestions, feedback or input (**Customer Input**) related to creating and maintaining a Profile using our Services, website or app, you agree that we (and our corporate group entities) will own all right, title and interest in and to the Customer Input, even if you have designated the Customer Input as confidential. We and our corporate group entities will be entitled to use the Customer Input without restriction. You assign to us all right, title and interest in and to the Customer Input and agree to provide us with any assistance we may reasonably require to document, perfect and maintain our rights in the Customer Input.

14. Communications

14.1 We may communicate with you through Electronic means and you provide your

consent to receiving communications via Electronic means, including, but not limited to:

1. any amendments, modifications or supplements to these Profile Terms and the Transaction Terms; and
2. any customer service communications, including, without limitation, communications with respect to claims of error or unauthorised use of the Service.

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

14.3 You may communicate with us via our [Contact Us page](https://help.remitly.com/s/contact?language=en*US)*.

15. Anti-Money Laundering and Counter-Terrorism Financing Obligations

15.1 We will identify you according to the requirements of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.

15.2 We may request additional information from you in order for us to meet our regulatory and compliance obligations.

16. Changes to Profile Terms

16.1 We may change these Profile Terms at any time and we will notify you that Profile Terms (other than the Referral Terms and Conditions) have changed as described below:

Type of Change: A change that is to your benefit, does not significantly affect your rights under this agreement (in Remitly's opinion) or is required to comply with laws or regulations

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

Method of Notification: Electronically

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

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

Method of Notification: Electronically

Type of Change: To clarify an existing term

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

Method of Notification: Electronically

Type of Change: All other changes that significantly affect your rights under this agreement (in Remitly's opinion)

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

Method of Notification: Electronically

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

16.3 In the event that any changes are made to these Profile Terms, you may terminate this agreement in accordance with clause 7.3.

16.4 We may change the Referral Terms as described at clause 1.4 of the Referral Terms.

17 Assignment

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

PART 3 – PROFILE TERMS - MEANING OF WORDS

Amount means the amount to be paid to the Recipient.

Electronic means electronic forms of communicating, including, but not limited to, emails, smartphone notifications, calls, SMS, notifications through the Remitly app or posting on our website.

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

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

Profile means your profile with Remitly.

Recipient means the person you select to receive the Amount.

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

Remitly, we, us or **our** means Remitly (New Zealand) Limited.

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

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

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

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

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

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