

[Link to User Agreement](#user-agreement)

[Link to Transaction Terms](#transaction-terms)

## **\*\*USER AGREEMENT\*\***

### **WHAT YOU NEED TO KNOW**

**What this User Agreement is for.** This User Agreement describes how you can register with Remitly and use our services. It applies to you when you first create an account with Remitly and to all services we provide. You can end this agreement and stop using our services at any time by calling us and closing your Remitly account.

**How you can create a Remitly account.** You can register to use our services by creating a profile. You'll then have access to your own portal, where you can use our services, review your history and more. You can also access our services by downloading our mobile application or through our website.

**Information you should protect.** You can only use our services for yourself - you can't create an account or use our services for someone else. You also shouldn't share your account information with anyone else to allow them to use our services for you. If you think someone else may have accessed your account, notify us as soon as possible. Please also be aware that we will never ask for your portal password or payment information.

**How to contact us.** We hope you enjoy using Remitly, but if you want to stop using our services at any time, you can [contact us](https://help.remitly.com/s/contact?language=enUS) and close your account. If you have questions or complaints about Remitly or our services, email us at [uk-complaints@remitly.com](mailto:uk-complaints@remitly.com) or check out our online [Help Center](https://help.remitly.com/s/contact?language=enUS) and we'll be happy to help you.

## 1. ABOUT THIS USER AGREEMENT

**1.1 About us.** Hello. We're Remitly U.K., Ltd., also referred to as **Remitly, we, us** and **our** in this Agreement, and are a company registered in England and Wales with company registration number 09896841. We also refer to **Remitly Group** in this Agreement, which means Remitly and other companies within our group.

**1.2 About you.** When we say **you** or **your** in this Agreement, that means you as a user of the Services. You must live in the United Kingdom (**UK**) in order to use the Services.

**1.3 About this User Agreement.** This User Agreement (also called the **Agreement**) describes the terms and conditions for how we provide and how you can use the services we offer (our **Services**). Please read this Agreement and make sure you are happy with its terms before you use the Services. Once you accept the electronic version of this Agreement, this Agreement becomes legally binding on you. Do not use our Services if you cannot agree to something in this Agreement. If you don't understand something or want more information, please take a look at the information on our website or mobile application (**Mobile App**) or [contact us] (<https://help.remitly.com/s/contact?language=enUS>).

You can download a PDF version of this Agreement by clicking the link at the top of this page, if you want a copy to refer to in the future.

**1.4 Defined terms.** Capitalised terms in this Agreement have a specific meaning. Their definition is explained in this Agreement and the defined term will show in **bold**.

**1.5 What rules we follow.** We follow the rules and requirements of and are regulated by the Financial Conduct Authority (reference number 728639) to provide payment services. We are also registered with HM Revenue & Customs as a money service business (registration number XCML00000174927) and the UK Information Commissioner (registration ZA169080).

**1.6 Other agreements you should read.** If you want to Send money - use our money transfer service to send money internationally to friends and family, our [Transaction Terms](#transaction-terms) apply to your use of that service each time you send money through Remitly.

You should also read our [Privacy Policy](https://www.remitly.com/home/policy) and [Cookie Policy](https://www.remitly.com/home/cookies) for information about how we collect, use and share your personal data.

**1.7 Where to find other important information.** If you want to use our money transfer service, please read our [Key Service Information](https://www.remitly.com/gb/en/home/key-service-information) page (**KSI**) for key information about that service. The KSI is not part of this Agreement or the Transaction Terms. It only provides helpful information you should read before accepting this Agreement or the [Transaction Terms](#transaction-terms) to make sure you are happy with how we provide money transfers, your rights when sending money and your rights as a Remitly customer (such as how to cancel or stop using our Services).

## **2. HOW WE COMMUNICATE WITH YOU**

**2.1 How to contact us.** You can contact us with questions or request a refund in any of these ways:

1. [online](https://help.remitly.com/s/contact?language=enUS),
2. by telephone at +44-808-169-2816, or
3. by mail to our registered address at 90 Whitfield Street, London W1T 4EZ, UK for the attention of Customer Services.

**2.2 Contacting us about serious issues.** Contact us by telephone immediately if you think you are a victim of fraud or a security breach (for example, if the Services were used from your account without your permission or the email address on your

Profile has been compromised). Once we are notified, we will suspend the use of your Profile and Portal until security issues are resolved. If you think someone is using our Services inappropriately, or if you receive any fake/phishing emails that say they are from Remitly, please forward them to us at [abuse@remitly.com] (mailto:abuse@remitly.com). Please be aware that we will never ask for your Portal password or payment information. We will contact you using appropriate means if we suspect fraud or security threat to your Profile or Portal/

**2.3 Equipment you need to contact us.** In order to contact us online, by email or through your Portal, you will need certain equipment. This can be a mobile device, smartphone, tablet or computer that is compatible with our Services and systems and gives you access to the internet (altogether, **Equipment**).

**2.4 How we will communicate with you.** We will communicate with you by email or phone (including text messages), on your Profile, through our website or our Mobile App. We won't communicate with you by post or other non-electronic ways unless we are required to by law. You can withdraw your consent to receive communications electronically by notifying us, but if you do, you will not be able to use our Services.

**2.5 Information we will share with you.** We will provide you with information about:

1. this Agreement and your use of the Services,
2. disclosures about the Services or Remitly,
3. customer service communications (including anything related to fraud, security threats or errors/unauthorised use of the Service), and
4. any other information we are required to provide you by law.

**2.6 Communications will be in English.** We will provide our Services, communicate with you and agree to this Agreement with you in English. If your Equipment is set to another language when you use the Services or read and agree

to this Agreement, only the English language version of this Agreement and the Services will apply.

**2.7 When communications are considered delivered.** Notices are considered delivered within 24 hours of when it's available on our website, emailed or texted to you. If we send a notice by post, it is considered delivered 3 Business Days after we send it. A **Business Day** is any day (except for Saturday, Sunday and holidays) when banks in the United Kingdom are open to the public for business.

### **3. HOW TO BEGIN USING OUR SERVICES**

**3.1 First, create a Profile.** To use our Services, you must create a profile where we will store certain information about you (a **Profile**). We will use the information on your Profile to determine if you are eligible to use our Services by assessing potential fraud and other risks if you use our Services. To create a Profile, you must:

1. agree to this Agreement,
2. be at least 18 years old,
3. live in the UK,
4. provide us with complete, accurate and truthful information about you and how you will use our Services (including documents we may reasonably need),
5. create a password, personal identification number or other security credential (**Security Credentials**) and complete all registration tasks,
6. complete eligibility requirements or other actions that we, our or your Service Providers (defined below) may need to allow you to access and use the Services, and
7. download our Mobile App if you register on our website.

**3.2 Next, access the Portal.** After you create your Profile, you can access a personalised portal on our website or Mobile App (the **Portal**). Please be aware that the Portal is a tool that you can send money through and is not an account (such as a bank or payment account). You will not be able to store any form of money or funds (like e-money) on the Portal.

**3.3 Then, provide your Payment Instrument.** A payment instrument is, for example, a bank account, a credit or debit card, or a mobile application to make payments. You must allow us access to the payment instrument that you want to use with our Services (your **Payment Instrument**). We will also use your Payment Instrument to charge you if you owe us fees for using the Services.

**3.4 Payment Instrument requirements.** In addition to other requirements described [below](#6-paying-for-our-services), you must be the authorised and lawful user of each Payment Instrument on your Profile, and all Payment Instruments must not be expired. You authorise us to verify your Payment Instrument is in good standing by submitting a test payment request for a low value amount and carrying out checks with your card issuer. We will follow your card issuer and any payment scheme rules when completing test payments and will refund you any test payment amounts.

## **4. GENERAL REQUIREMENTS FOR OUR SERVICES**

**4.1 Use our Services only for yourself.** You are allowed to create only one Profile for your own use, and we may limit the number of email addresses and Payment Instruments that are associated with your Profile. You must not create a Profile or use our Services for another person.

**4.2 No business purposes.** Our Services are only available to consumers, which means individuals who use our Services for personal reasons, and not for their business and profession. You must not use our Services for any business-related purposes, otherwise we may stop you from using our Services without any further responsibility to you.

**4.3 Information you share.** All information you provide us must be accurate, complete and up to date. This also means you must notify us and update your Profile if your information changes in the future. If you move outside of the UK, you may need to accept a different Remitly User Agreement for your new location and some of our Services may not be available.

**4.4 Your Service Providers.** To use our Services, you may need to enter into agreements with third party service providers (**Service Providers**), such as your Payment Instrument issuer, internet service provider, mobile device manufacturer and network operator who provide you your Equipment. You agree to comply with any agreements you enter into with Service Providers that are related to your use of our Services.

**4.5 Restricted persons and territories.** By law, we can't provide our Services in certain countries and to certain individuals. You must not use our Services if you are located in, or want to send money to, a region where we are legally prohibited from providing the Services. For more information about this, please see the Specially Designated Nationals list and Non-cooperative Countries and Territories list on the [UK government website](<https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets>).

## **5. USING OUR SERVICES SAFELY**

**5.1 Authenticating your Profile and Portal.** You may need to follow instructions to authenticate and successfully log in to your Profile or Portal. This might be confirming your email address and password so we can be sure you are providing us an instruction or logging in to your Profile, rather than someone else.

**5.2 Your security responsibilities.** We use different security measures to make sure that your information is safe and protected. However, you also have the following security responsibilities:

1. make sure your Profile and Portal are not misused,
2. keep your Equipment and Security Credentials safe,
3. follow any security instructions we tell you about,
4. make sure the information you share to use the Services doesn't contain viruses, malware or other harmful information, and
5. don't use our Services on Equipment that has been changed against the

manufacturer's guidelines.

**5.3 Fingerprint access.** We may allow you to scan your fingerprint on your Equipment to access the Services (for example, "TouchID"). If this functionality is available to you and you want to do this, you must download the Mobile App on your Equipment and allow the Mobile App to scan your fingerprint. You should make sure that only your fingerprint is registered on your Equipment to prevent accidental and unauthorised payments from another person.

**5.4 Suspending the Services.** We may need to suspend access to the Services to:

6. deal with technical problems or make minor technical changes,
7. update the Services to reflect changes in laws or regulatory requirements,
8. make other changes to the Services which we have notified you about, or
9. carry out maintenance which we will try to notify you about in advance.

We are not responsible for any financial losses you may suffer if our Services are unavailable because of these reasons.

**5.5 Restricted activities.** When using our Services, there will be certain activities that are not allowed because they might compromise the security and safe use of our Services for other Remitly users. These restricted activities, and actions we can take if you engage in a restricted activity, will be described in the additional terms and conditions that apply to a particular Service. For example, you can find a list of restricted activities within the Transaction Terms that apply if you use our money transfer service.

## **6. PAYING FOR OUR SERVICES**

**6.1 Our Service Fee.** Depending on which Services you use, we may charge a service fee (**Service Fee**) for a particular Service. We will let you know if a Service Fee applies and how much it is before you use the Service, so you can decide



whether to continue.

**6.2 How you can pay us.** We will charge your Payment Instrument for the Service Fee, additional amounts relevant to the Service you are using and which we notify you about in advance and any other fees owed to us which we have notified you about in advance. Payment Instruments must be:

1. a debit or credit card and will tell you the brands we accept in advance (**Card Funded Payments**), or
2. a bank transfer using the UK "Faster Payments" scheme (**Bank Funded Payments**).

**6.3 Card Funded Payments.** If you choose Card Funded Payments, you authorise us to charge your Card Funded Payment method to make a payment to us.

**6.4 Bank Funded Payments.** If you choose Bank Funded Payments, you must follow the instructions we provide you to make that payment. You can also choose to use either of the following features:

3. Easy Bank Transfer - where our open banking partners (such as TrueLayer) are authorised to provide you access to your accounts with other providers and make payments from them to us. If you choose to use this feature, you must enter your account access details accurately to successfully make a payment to us and comply with any terms and conditions you agreed to with our open banking partners to use their services.

4. Manual Bank Transfer - where your Bank Funded Payment must have the same name as your Profile name and originate from a UK bank or building society account. You must also:

1. transfer money to us electronically using the UK Faster Payments scheme (more information found at [<http://www.fasterpayments.org.uk/>])(<http://www.fasterpayments.org.uk/>)). Please check with your bank or building society to

confirm they make Faster Payment payments before you initiate a payment to us,

**2.** complete the Bank Funded Payment in time so that we receive payment within the timeframe we notify to you, and

**3.** enter the same payment details we provide you to make a Bank Funded Payment (such as our bank account sort code, account number, the exact payment amount and reference numbers). If you provide us with incorrect payment details, your money may not be recoverable and we are not liable for any of your losses. Please be careful when inputting payment details.

**6.5 Taxes.** You agree to comply with applicable tax laws when using the Services, including any reporting obligations and paying taxes that become due when you use our Services.

**6.6 Consequences for incorrect payments.** If you do not follow the above requirements when making a payment to us, we may immediately stop or suspend you from using our Services without notifying you in advance. We may also refund your Bank Funded Payment, however this may not be possible.

**6.7 Other fees you may owe us.** If we are charged any fees because of an issue relating to your Payment Instrument, you agree to pay us the amount we are charged immediately after we notify you about the fee. These fees could arise because there are not enough funds in your bank account to pay the fees you owe us, or from a "chargeback fee" where a card user makes a claim to their bank that a payment on their card was illegitimate, and the card issuer then brings a claim against Remitly for being involved.

**6.8 No extra fees for the Portal.** We will not charge you additional fees for accessing the Portal in a particular way, such as on the Mobile App.

**6.9 You're responsible for Service Provider fees.** Your Service Providers may charge you additional fees when you use our Services. For example, some credit card issuers may charge you additional fees and interest because they treat using your credit card for some of our Services as a "cash advance". You are solely

responsible for all fees charged by your Service Providers in connection with your use of our Services.

## **7. \*\*DURATION AND ENDING THIS AGREEMENT\*\***

**7.1 Duration of this Agreement.** This Agreement starts when you accept the electronic version of this Agreement or begin using the Services (such as when you register for the Services on our website or our Mobile App). In either case, that is the **Start Date**. This Agreement will continue until it is terminated by you or us. There is no minimum period for how long this Agreement will continue.

**7.2 How to end this Agreement for any reason.** You can terminate this Agreement at any time and for any reason by [contacting us](#2-how-we-communicate-with-you) and closing your Profile.

We can also terminate this Agreement at any time and for any reason by giving you at least 2 months' prior written notice.

**7.3 What happens when this Agreement ends.** When this Agreement ends:

1. you must immediately stop using the Services,
2. you are still responsible for paying us all fees owed to us before the Agreement ended,
3. all licences provided to you under this Agreement will immediately end,
4. we can delete all your information and account data that we stored for your use of our Services (except if we are required by law to retain it for a certain amount of time), and
5. we are not liable to you or any third party for any issues arising from your inability to access the Services or for deleting your information or account data.

**7.4 Terms that will still apply.** Any sections of this Agreement that are necessary to enforce the purpose of this Agreement after it has ended, will continue

to remain in effect after this Agreement ends.

## **8. \*\*CHANGES TO OUR SERVICES OR THIS AGREEMENT\*\***

**8.1 Changes to our Services.** We might offer new services or updates to existing Services, such as maintenance, resolving security threats, new help content, bug fixes, upgrades or other general changes to the Services. We may also require you to update digital content (like our Mobile App), but any updates will match the description we provided you when you initially used it. This Agreement applies to all additional services described in this section, but we may also inform you of additional terms and conditions that will apply when we make those services available.

**8.2 General Changes to this Agreement.** We may make one of the below **General Changes** to this Agreement in the future, in order to:

1. make a change that will either benefit you or will not negatively affect your rights and obligations under this Agreement,
  2. correct errors, omissions, inaccuracies or ambiguities,
  3. reflect changes to the structure of our business or the Remitly Group,
  4. explain service differences because of new IT or other processes in our business,
  5. reflect changes in other Remitly users' demands or requirements,
  6. reflect changes to law or regulation,
  7. make sure we follow standard practices in our industry that improve consumer protections,
  8. reflect changes to our agreements with our third party service providers,
- or
9. reflect legitimate internal cost increases or reductions that we pay when providing a particular Service.

**8.3 Material Changes to this Agreement.** We also may make a **Material**

**Change** to this Agreement, which is a change that:

- 10.** may negatively affect your rights and obligations under this Agreement,
- 11.** is required so that we can comply with our legal and/or regulatory requirements, or
- 12.** relates to a new product or service or changes to an existing Service.

**8.4 How we will notify you about changes.** We will notify you if we make a General Change to this Agreement by posting a new version of this Agreement on our website and Mobile App with the date it was updated. We will notify you at least 2 months before we make a Material Change to this Agreement, however this timeframe may be shorter depending on the circumstances. You are considered to have accepted the new version of this Agreement if you continue to use our Services after the new version is posted on our website, or after the Material Change notice period ends.

**8.5 If you disagree with any changes.** If you do not agree with any change to this Agreement, you can stop using our Services and end this Agreement completely by closing your Profile and [contacting us](#2-how-we-communicate-with-you).

## **9. \*\*INTELLECTUAL PROPERTY\*\***

**9.1 Our intellectual property.** The Services, including the content of our websites, Mobile App, text, graphics, logos and images, and any other Remitly copyrights, trademarks, logos and product and service names, are owned exclusively by us, a member of the Remitly Group or one of our partners. We authorise you solely to view and keep a copy of the pages of our website or Mobile App for your personal and non-commercial use.

**9.2 Your licence grant.** If you use our software when using the Services, then we and our licensors grant you a licence to the software only to use it and the Services consistent with the terms of this Agreement. This licence is personal to you only, limited, non-exclusive, revocable, non-transferable and non-sublicensable. This

Agreement does not give you any other rights or licences in or to our intellectual property at any time, whether those intellectual property rights exist now or are created in the future.

**9.3 Restrictions when using our intellectual property.** When using our Services, you agree not to:

1. remove or change any author, trademark or other proprietary notice displayed on our website or Mobile App (or printed pages of them),
2. display, use, copy, or modify our intellectual property in a way that is not expressly allowed by this Agreement, or
3. infringe our or a third party's intellectual property or privacy rights.

**9.4 Sharing your Feedback.** If you provide us with suggestions, feedback or reviews (**Feedback**) about the Services, you agree to legally transfer all rights, title and interest in and to Feedback to the Remitly Group. We can use Feedback without any restrictions, such as for marketing or business purposes. You also agree to provide us with assistance if necessary to make sure the Remitly Group validly owns Feedback.

## **10. \*\*OUR DISCLAIMERS\*\***

**10.1 General disclaimer of the Services.** We try to make sure the Services are functioning correctly, but we cannot guarantee that they will always be uninterrupted, secure, timely or error-free. We are also not responsible for any viruses or harmful technologies that may affect our website, Mobile App or Services.

**10.2 Free digital content.** If we provide you digital content (such as our Mobile App) free of any costs, it is provided "as is" without any warranties. We are not responsible for any loss or damage you may suffer from using this free digital content.

**10.3 Commercial transactions.** Because you should not use our Services for any business-related purposes, we are not responsible for the quality or delivery of any goods or services you purchase using our Services. We are also not responsible for mediating disputes or enforcing any underlying arrangements you have with another person associated with your use of the Services.

**10.4 Your use of Service Providers.** We do not guarantee and are not responsible for the accuracy, completeness or usefulness of any Service Providers you use with our Services. It is your choice to use any Service Provider, and we cannot guarantee that our Services will be compatible with your Equipment. We strongly encourage you to research your Service Providers before using them with our Services.

**10.5 Data security measures.** We take measures to protect your personal data, but we cannot guarantee that unauthorised third parties will not be able to defeat those measures and access your personal data. Any personal data you provide us is at your own risk.

**10.6 Third party websites and content.** Any external links to other websites or a third party's content available on our website is provided as a convenience and available at your own risk. We do not endorse, control or have any responsibility for the accuracy, completeness, legality or any other aspect of a third party's website or content.

## **11. \*\*RESPONSIBILITIES FOR LOSSES\*\***

**11.1 What you are responsible for.** You are responsible for immediately paying the Remitly Group for any costs a member incurs that relate to:

1. your violation of this Agreement,
2. disputes or litigation caused by your actions or failure to act, and
3. your negligence or violation of applicable laws or a third party's rights.

You also agree to reimburse us for any costs we incur to trace you and take steps to

deal with your violation of this Agreement or to collect payments you owe us.

**11.2 Our general liability to you.** If we violate this Agreement or fail to use reasonable skill and care when performing our obligations under it, we are responsible for paying you any foreseeable loss or damage you suffer.

**11.3 When we have full responsibility.** We have unlimited liability to you under this Agreement if you suffer loss because of death or personal injury which is caused by our acts, omissions or negligence, and our fraud or fraudulent misrepresentation.

**11.4 What we are not responsible for.** We are not responsible for losses you suffer (including providing you a refund) that are not our fault, or happen because:

1. we are delayed or unable to perform our obligations under this Agreement because an event occurs that we have no control over, including complying with current laws or regulations or future changes to them, or
2. you send money to someone other than Remitly when paying for our Services.

**11.5 Other rights available to you.** You may have additional rights and protections under your agreement with your Payment Instrument provider, or by law (such as potentially holding your credit card issuer responsible for certain losses under section 75 of the Consumer Credit Act 1974). We recommend that you review your agreement with your Payment Instrument provider for information on additional protections.

**11.6 No liability for business losses.** We only supply our Services and digital content to you for personal and private use. If you use our Services for commercial, business or resale purposes, neither we or our partners (including our and their group companies, officers, agents, partners, contractors and employees) have any liability to you for lost profit, lost business, business interruption or lost



business opportunity.

**11.7 Defective Paid Digital Content.** If you buy digital content from us ( **Paid Digital Content**) and it is defective, we are responsible for the defect and will either repair it, replace it or compensate you, depending on the circumstances. We are also responsible if Paid Digital Content damages another item you own and will either repair the damage or pay you compensation. However, we are not responsible if the damage could have been avoided by following our instructions to install and use Paid Digital Content (such as installing a free update) or following the minimum system requirements.

## **12. \*\*HOW DISPUTES WILL BE HANDLED\*\***

**12.1 If you have a dispute with Remitly.** We hope you enjoy using our Services, but if a dispute arises between you and us, please contact us so we can understand and resolve your concerns. Reach out by email at [uk-complaints@remitly.com] (mailto:uk-complaints@remitly.com), by telephone, or by post to our registered address using the details [here](#2-how-we-communicate-with-you).

**12.2 Alternative dispute resolution.** If you are not happy with how we handle your complaint, you can contact an alternative dispute resolution provider to try to resolve it without having to go to court. You can submit a complaint to the UK Financial Ombudsman Service (**FOS**), which is a free and independent service that may be able to settle a complaint between you and us. More information and the FOS' contact details are found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk/). If you are not satisfied with the outcome, you can still bring legal proceedings against Remitly.

**12.3 Other places where you can find help.** For more information about your legal rights, contact your local Trading Standards Department or Citizens' Advice Bureau.

**12.4 Governing law and where to bring legal proceedings.** This Agreement and any dispute or claim connected to it will be governed by English law. You and we

both agree that, depending on where you live, either the courts in England and Wales, Northern Ireland or Scotland have exclusive jurisdiction to settle any claims.

### **13. \*\*OTHER IMPORTANT TERMS\*\***

**13.1 No waiver.** If a party delays or does not enforce one of its rights under this Agreement, that is not a waiver of that right and it can still be enforced in the future. For example, if you do not pay us an amount when it is due, but we continue to provide you the Services, we can still require you to pay us in the future.

**13.2 No agency.** This Agreement does not create a partnership or agency between you and us. You must not enter into any agreements or settlements with a third party that affects our rights or legally binds us in any way, without our prior written consent.

**13.3 Severability.** If a court or relevant authority decides that any section of this Agreement is unlawful, the remaining sections will remain in full force and effect.

**13.4 Assignment.** We can transfer our rights and obligations under this Agreement to another organisation, but we will contact you in advance to let you know. If you do not agree with the proposed transfer, you can end your use of the Services and close your Profile by [contacting us](#2-how-we-communicate-with-you). You can only transfer your rights and obligations under this Agreement to another person if we expressly agree to this in writing. However, we may not be able to agree to this if it is likely to cause us to violate our legal or regulatory obligations.

**13.5 Third party rights.** This Agreement is between you and us. Except for the Remitly Group, no other person or entity has any right to enforce any of its terms.

### **\*\*TRANSACTION TERMS\*\***

#### **WHAT YOU NEED TO KNOW**

**What these Transaction Terms are for.** These Transaction Terms describe how you can use Remitly to send money outside of the United Kingdom to your friends and family. They apply each time you want to make a money transfer and will end once your money transfer has been completed. These Transaction Terms are agreed in addition to the User Agreement, which you agreed to when you first created your Remitly account.

**Sending money safely.** We strongly recommend that you only send money to people you know, and not to strangers. It's also important that you don't use our money transfer service on behalf of someone else or allow someone else to send money for you through Remitly. We also provide our money transfer service for personal use only - this means you shouldn't use our money transfer service for any business purposes.

**Restrictions when sending money.** We are required by law to make sure our customers don't use our money transfer service for illegal, harmful and other inappropriate reasons. We call these ["restricted activities"](#4-restricted-activities) and provide a list in these Transaction Terms. Please read the list carefully to make sure you don't engage in these activities when using money transfers. If you do, we may take certain actions such as not processing your money transfer or stopping you from using this service.

**How to contact us.** We hope you enjoy using Remitly, but if you want to stop using our services at any time, you can [contact us](#2-how-we-communicate-with-you) to close your account. If you have questions or complaints about Remitly or our services, go into our online [Help Center](https://help.remitly.com/s/contact?language=enUS) or email us at [uk-complaints@remitly.com](mailto:uk-complaints@remitly.com) and we'll be happy to help you.

## **1. About these Transaction Terms**

**1.1 About us.** Hello. We're Remitly U.K., Ltd., also referred to as **Remitly, we, us** and **our** in these Terms, and are a company registered in England and Wales with company registration number 09896841. We also refer to **Remitly Group** in these

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**1.2 About you.** When we say **you** or **your** in these Terms, that means you as a user of our money transfer service. You must live in the United Kingdom (**UK**) in order to use this service.

**1.3 About these Transaction Terms.** These Transaction Terms (also called the **Terms**) describe the terms and conditions for how we provide and how you can use our digital remittance service to send money from the UK to individuals located in certain other countries and regions where we operate (**Money Transfers**). Please read these Terms and make sure you are happy to agree to it before you use Money Transfers. Once you accept the electronic version of these Terms, these Terms become legally binding on you. Do not use Money Transfers if you cannot agree to something in these Terms. If you don't understand something or want more information, please take a look at the information on our website or Mobile Application or [contact us](<https://help.remitly.com/s/contact?language=enUS>).

You can download a PDF version of these Terms at the top of this page, if you want a copy to refer to in the future.

**1.4 Defined terms.** Capitalised words in these Terms have a specific meaning. Their definition is explained in these Terms and the defined term will show in **bold**.

**1.5 How long these Terms last.** These Terms start when you accept the electronic version of these Terms and begin using Money Transfers (such as when you click "Send Money" or "Pay" when submitting a Transaction). These Terms will end when your Transaction (as defined below) is completed.

**1.6 Updates to these Terms.** If you use Money Transfers again in the future, another version of these Terms may apply to you. We will try to notify you of any changes, but please take the time to read the version of the Terms available at that time to make sure you know about any changes.

**1.7 Where to find other important information.** We recommend that you read our [Key Service Information](<https://www.remitly.com/gb/en/home/key-service-information>) page (**KSI**) for more information about Money Transfers. The KSI is not part of these Terms. It only provides helpful information you should read before accepting these Terms to make sure you are happy with how we provide Money Transfers, your rights when sending money and your rights as a Remitly customer (such as how to cancel or stop using our services).

**1.8 How to contact us.** You can contact us with questions or request a refund in any of these ways:

1. [online](<https://help.remitly.com/s/contact?language=enUS>),
2. by telephone at +44-808-169-2816, or
3. by mail to our registered address at 90 Whitfield Street, London W1T 4EZ, UK for the attention of Customer Services.

## **2. Using Remitly and creating an account**

**2.1 Other agreements that apply to you.** You previously agreed to our [User Agreement](#user-agreement) when you first created your Remitly Profile (as defined below). The terms and conditions in that User Agreement also apply to your use of Money Transfers in addition to the terms contained in these Terms. If you want to participate in our referral programme, additional [terms and conditions](<https://www.remitly.com/gb/en/home/referral-program-tnc>) will also apply to you and are part of these Terms.

**2.2 Your Remitly account.** You will have created a Remitly profile where we will store certain information about you to allow you to use Money Transfers (your **Profile**). You can then access your personalised portal on our website or Mobile App (the **Portal**) where you can make Money Transfers. Please be aware that the Portal is a tool that you can send money through and is not an account (such as a bank or payment account). You will not be able to store any form of money or funds (like e-

money) on the Portal.

**2.3 Your Payment Instrument.** A **Payment Instrument** can be your bank account, credit or debit card, or mobile application to make payments in order to use Money Transfers. You must allow us access to the Payment Instrument that you want to use for Money Transfers and have provided details for on your Profile.

**2.4 Your Money Transfers history.** You can view details of current and completed Transactions and other information about your historical use of Money Transfers by logging into your Profile.

### **3. How to use Money Transfers**

**3.1 Where you can use Money Transfers.** All countries and regions to which you can make Money Transfers are listed on our website and mobile application (our **Mobile App**). We recommend that you make Money Transfers to your friends and family only and think carefully before sending money to strangers. It is also very important that you do not make a Money Transfer on behalf of someone else, or for any commercial purposes (such as buying an item or a service from a business) or to donate to a charitable organisation.

**3.2 The Money Transfer process.** When you make a Money Transfer, you are the **Sender** and are sending money to a **Recipient**. You will pay us the amount you want to send to the Recipient (the **Transfer Amount**) plus any Service Fee we charge you (as defined further below). Your request to us to disburse the Transfer Amount to the Recipient is the **Transaction**. The amount that is paid out to the Recipient is the **Payout**, which is equivalent to the Transfer Amount in the currency you selected for the Recipient.

**3.3 Trusted Recipients.** We will store information you provide us about a Recipient to allow you to easily make Transactions to that Recipient in the future, and join your list of trusted Recipients. You must not make a Money Transfer to a Recipient who does something (or fails to do something) that would violate a material part of these Terms.

**3.4 How to start a Transaction.** In order to initiate a Transaction, at the Transaction summary stage you must click "Send Money" or "Pay".

**3.5 Accepting your Transaction.** Because Transactions are a request from you to us to process a Money Transfer, we can accept or reject a Transaction for any reason. However, we generally only reject a Transaction for a good reason, such as if you violate your obligations under these Terms. A Transaction is considered valid if you provide us with all current, accurate and complete information we request about yourself, your use of Money Transfers and have paid us correct amounts and fees for the Money Transfer. If you provide incorrect information, we are not responsible for any losses caused by the incorrect information.

**3.6 Processing the Transaction.** We will process valid Transactions on a Business Day as soon as possible. A **Business Day** is any day (except for Saturday, Sunday and holidays) when banks in the United Kingdom are open to the public for business. We will try to inform you of when the Transaction should be completed (which may be within hours of us receiving a Transaction, and is usually no later than the end of the following Business Day). You authorise us to charge your Payment Instrument to process the Transaction, which you can revoke at any time by removing the Payment Instrument from your Profile. If the payment initially fails, you authorise us to try one or more times using the same Payment Instrument.

**3.7 What your Recipient may need to do.** Recipients may need to prove their identities to the Financial Institution before they can receive a Payout. They can do this by showing valid identification and the reference number or other identifier for the Transaction, however this will depend on what the Recipient's Financial Institution needs. We will try to notify you about what information the Recipient will need to provide through our Services.

**3.8 When a Transaction is considered complete.** Your Recipient may need to complete identity checks with their local bank or other third party outlet (a **Financial Institution**), before they can claim their Payout. Once a Financial

Institution receives the Payout, they are usually required to make it available to the Recipient immediately once they are open for business. Depending on how you want your Recipient to receive the Payout, a Transaction is considered complete once the following happens:

1. Bank deposit - your Recipient's bank account is credited with the Payout.
2. Mobile money - your Recipient's mobile wallet is credited with the Payout.
3. Cash pickup - your Recipient collects the cash Payout.
4. Cash delivery - the cash Payout is delivered to your Recipient.

**3.9 How to cancel a Transaction.** You can cancel a Transaction at any time before it is completed by [contacting us](#2-how-we-communicate-with-you) and providing us with information to help us identify the Transaction you want to cancel (such as the Transfer Amount and location of the Recipient). If the Transaction has not been completed, we will try to refund you the Transfer Amount and Service Fee for the Transaction within 3 Business Days of your request to cancel. However, a refund may take longer depending on the processing times of banks and other parties involved in the refund process. Please be aware that we may need to first confirm with the Financial Institution that the Transaction was not completed before we can provide you a refund, and you will not receive a refund if a Transaction has already been completed.

**3.10 How you will receive a refund.** All refunds will be credited to the same Payment Instrument used to pay for the Transaction and in the same currency you paid us. Refunds will not be adjusted if there was a change in the value of the currency from the time you submitted the Transaction. If your Payment Instrument is no longer valid and we are unable to find a mutually acceptable solution to refund you, we will not be required to refund you.

## **4. Restricted Activities**

**4.1 Restricted Activities.** When using Money Transfers, there are certain activities



that are not allowed because they might compromise the security and safe use of Money Transfers for other Remitly users. These are called **Restricted Activities** which you must not engage in, and are listed below:

1. Using Money Transfers for illegal purposes, such as fraud, funding terrorism or money laundering.
2. Using Money Transfers in connection with sexually oriented materials or services, gambling activities, or buying or selling tobacco, tobacco-related products, firearms, prescription drugs or other controlled substances.
3. Abusing, exploiting or bypassing service usage restrictions we put in place.
4. Making Money Transfers on behalf of someone else.
5. Violating a material part of these Terms or other agreement between us.
6. Creating an unacceptable risk of liability, credit or fraud to us or other Remitly users.
7. Providing false, incomplete or misleading information that is important to your use of Money Transfers.
8. Failing to cooperate in an investigation related to your use of Money Transfers (including if we think you may have engaged in a Restricted Activity).
9. Trying to obtain more funds than you are entitled to during a dispute between you and us, or providing yourself with a cash advance from your credit card.
10. Having a Profile that is linked to another Profile that has engaged in a Restricted Activity.
11. Accessing Money Transfers from outside of the UK or using an anonymising proxy or other tool which makes your use of the internet untraceable.
12. Using a robot, spider, scraper, automatic device or manual process to monitor or copy our website or Mobile App.

**4.2 Consequences for Restricted Activities.** If we suspect you have or are about to engage in a Restricted Activity or used Money Transfers in an unauthorised or fraudulent way, or if we believe that the security of your use of Money Transfers

may be compromised, we can take any of the following actions:

**12.** Close or suspend your Profile, Portal (through the website, Mobile App or both) or your use of Money Transfers and stop you from using Money Transfers or our other services in the future.

**13.** Delay, reverse, modify, cancel, decline or refuse to process a Transaction (and allow other payment service providers to do the same).

**14.** Report relevant information (including your personal data) about you and your use of Money Transfers to a regulator or governmental or law enforcement agency.

**15.** Claim monetary damages from you, if appropriate.

**4.3 Notifying you in advance.** We will usually tell you in advance if we need to take any actions described above. However, we may need to act without notifying you first if there is a security concern or if it would be considered "tipping-off" under law. We will lift restrictions on your use of Money Transfers or allow you to re-register for them as soon as possible after the reasons for placing the restrictions no longer apply.

**4.4 Your right to complain.** If we do take any actions listed above, you always have the right to complain about our decisions. You can do this informally by [contacting us](#2-how-we-communicate-with-you), or by making a claim against us as described in your User Agreement.

## **5. Other rules and risks**

**5.1 Currency conversion and exchange rates.** We provide Money Transfers in certain currencies. If the currency you choose when submitting a Transaction is different to the Recipient's currency, an exchange rate is applied to the Transaction and includes a small margin, which we keep. Our website and/or Mobile App will describe what currency is available to your Recipient and what exchange rate will apply, which you can check and agree to before you submit a Transaction. You will also be notified about this in the Transaction confirmation notice.

**5.2 Information about Financial Institutions.** We try to provide current information on our website about the location, availability and hours of Financial Institutions. However, this information might be inaccurate, incomplete or out of date if a Financial Institution changed it without us knowing. We are not responsible for inaccurate or incomplete information posted on our website.

**5.3 Additional rules for EEA Transactions.** There are special rules that apply to Money Transfers to Recipients in the European Economic Area (the **EEA**) in Euro currency, which are:

1. Transactions in Euro to Recipients in the EEA – the Recipient's Financial Institution will receive the Payout by the end of the next Business Day after we receive a valid Transaction, and

2. Transactions made in other currencies to Recipients in the EEA – the Recipient's Financial Institution will receive the Payout by the end of the fourth Business Day after we receive a valid Transaction.

A Transaction is considered received by us the same Business Day if you submit it before 5 p.m. UK time.

**5.4 Our rights to limit Money Transfers.** We may refuse to process a Transaction if we believe it is necessary to protect you or us, or if we are required to do so by law or regulatory requirements. We may also create new practices and limitations for Money Transfers, such as limiting the total amount of a Transfer Amount, either for all Remitly users or for a specific Profile. We will decide whether to implement any limits by assessing factors such as:

1. our risk assessment of your Profile,
2. an indication that your Profile or Portal have been compromised,
3. your or a Recipient's location,
4. the information you provide us and our ability to verify it, and
5. legal requirements we have to follow.

**5.5 How we protect your money.** Remitly isn't a bank, it's a digital financial services provider. To help send your money safely and quickly around the world, Remitly works with trusted partners and is regulated by the Financial Conduct Authority (FCA) for UK customers. This means that, while your money is not covered by the Financial Services Compensation Scheme (FSCS), we're required to protect it at all times. We protect your money by following safeguarding rules — so even in the unlikely event of Remitly becoming insolvent, or if we stop trading, you will get your money back. We maintain a banking instrument given by JPMorgan Chase Bank N.A., acting through its London Branch, to ensure your money is returned to you in the unlikely event that we become insolvent.

## **6. \*\*How we'll handle issues\*\***

**6.1 If you give us incorrect information.** If you do not provide us with correct, accurate and complete information as described above:

1. we may not be able to allow you to change details about a Transaction after it is submitted but you can cancel a Transaction any time before it is completed,
2. the Transfer Amount may go to someone else and it may not be possible to get it back from them,
3. we will try to refund you the Transfer Amount but this is not guaranteed and we may need to charge you an additional fee for recovery, and
4. we are not liable to you for any losses you might suffer from that Transaction.

**6.2 Tell us if there's a problem with a Transaction.** If you think a Transaction is unauthorised or was executed incorrectly, you must tell us within 13 months of the date we notified you that the Payout was available for the Recipient. If you do not notify us within this timeframe, we may not be able to assist you or issue a refund. When you contact us about this issue, please provide us with:

5. your name and email address,

6. a description of the problem with the Transaction and why you think it is a problem,

7. the name of your Recipient and, if you know, their telephone number or address,

8. the Transaction amount, and

9. the reference number for the Transaction which is on the receipt we provided you when we processed the Transaction.

**6.3 Correcting errors with Transactions.** We will review this information within 90 days of receiving it and decide whether an error occurred. If we decide an error happened, we will quickly fix it and inform you of the results within 3 Business Days. If your concern is about an unauthorised Transaction, then we will investigate it and, if necessary, issue you a refund as soon as we can. If we decide there was no error, we will send you a written explanation. You can ask us for copies of the documents we used in our investigation.

**6.4 Refunds for unauthorised Transactions.** If an unauthorised Transaction is made because of our mistake, we will refund you the Transfer Amount and Service Fee. However, this refund is not available if you:

10. should have been aware of the loss, theft or unauthorised use of your Profile or Portal in which case you must pay the first GBP 35 of the unauthorised Transaction. However, you will not need to pay this if the unauthorised Transaction was caused by our (or a third party acting on our behalf) actions or failure to act, or processed after you notified us that your Profile may have been compromised,

11. act fraudulently, or

12. act with intent or gross negligence by failing to notify us without unnecessary delay about a security issue with your Profile or Portal. In that situation, you are responsible for losses you incur until the date you notified us.

**6.5 What we are not responsible for.** We are not responsible for losses you suffer (including providing you a refund) that are not our fault, or happen because:

1. of an issue with our disbursement partner that provides the Payout to your Recipient, or

2. we cannot process a Transaction because you provided us with incorrect information.

**6.6 Why a Transaction might be delayed.** A Transaction might not be completed if:

13. you do not have enough cleared funds, which means funds that are not pending, are available for use with no restrictions from your Payment Instrument and are settled via the applicable payment network scheme,

14. we need to verify your identity, find out more about your use of our Services, carry out fraud checks, validate your Payment Instrument, or it is necessary to comply with laws and manage our financial risk. We will not continue with a Transaction until we are comfortable that these matters have been completed, or

15. a Financial Institution needs to complete their own customer identity checks on the Recipient.

**6.7 What happens to uncollected Payouts.** We will cancel cash collection Payouts if they are not validly collected by the Recipient within 60 days of when they became available. If it is possible, we will refund the Transfer Amount to the Payment Instrument you used for the Transaction, however our payment processing partners may require additional conditions to do so.

**6.8 Tracing a Transaction.** If you sent money to a Recipient in the EEA and need to track the Transaction, you can request us to trace it and we will update you on the Transaction status. Additionally, if a Recipient receives a Payout later than expected, contact us and we can request information from the Recipient's Financial Institution to correct the Transaction.

## **7. \*\*Paying for Money Transfers\*\***

**7.1 Our Service Fee.** We will charge you an additional fee (our **Service Fee**) for the

Transaction unless we notify you that it will not apply. We will tell you how much the Service Fee is before you consent to us executing the Transaction, so you can decide if you want to continue with the Transaction or not. If you agree, you will need to pay the Service Fee plus the Transfer Amount once you submit the Transaction.

**7.2 How you can pay us.** We will charge your Payment Instrument for the Transfer Amount plus the Service Fee when you submit a Transaction to us.

**7.3 Consequences for incorrect payments. If you have provided us with incorrect information about your Payment Instrument, or if there are not enough funds to collect the full amount of the Transfer Amount plus the Service Fee, we may do any of the following without notifying you in advance:**

1. cancel or delay your Transaction,
2. refund your Payment Instrument (however this may not be possible), and
3. immediately stop or suspend you from using Money Transfers.

## **8. \*\*Other important terms\*\***

**8.1 Terms that will still apply.** Any sections of these Terms that are necessary to enforce the purpose of these Terms after they have ended, will continue to remain in effect after these Terms end.

**8.2 Governing law and where to bring legal proceedings.** These Terms and any dispute or claim connected to it will be governed by English law. You and we both agree that, depending on where you live, either the courts in England and Wales, Northern Ireland or Scotland have exclusive jurisdiction to settle any claims.

[Link to Key Service Information](<https://www.remitly.com/gb/en/home/key-service-information>)