

## **Terms and Conditions for Use of Service**

Effective Date: March 10 2025

These Terms and Conditions ("Terms") govern your access to and use of the remittance services ("Services") and software ("Software") provided by Sendly LLC ("Company," "we," "our," or "us"). By using our Services or Software, you agree to comply with these Terms. Please read them carefully before using our Services or Software.

### **1. Acceptance of Terms**

By accessing or using our Services or Software, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you may not use the Services or Software.

### **2. Eligibility**

You must be at least 18 years of age to use our Services and Software. By using our Services or Software, you confirm that you are of legal age to form a binding contract and that you will comply with all applicable laws and regulations.

### **3. Account Registration**

To use our Services or Software, you may be required to create an account. When registering, you agree to:

- Provide accurate, current, and complete information.
- Maintain the confidentiality of your account credentials (username, password) and notify us immediately if you believe your account has been compromised.
- Be responsible for all activity under your account, whether authorized or not.

### **4. Use of Services**

You agree to use our Services for lawful purposes and in compliance with all applicable local, state, and international laws. You must not use the Services to:

- Engage in fraudulent or illegal activities.
- Facilitate money laundering or terrorist financing.
- Violate any applicable anti-money laundering (AML) or know your customer (KYC) regulations.
- Engage in any conduct that disrupts the operation of our Services or interferes with other users' access to the Services.

## 5. Use of Software

You are granted a limited, non-exclusive, non-transferable license to use the Software provided by Sendly LLC for the sole purpose of accessing and using our remittance Services. You may not:

- Modify, reverse-engineer, or create derivative works of the Software.
- Distribute, sublicense, or lease the Software.
- Use the Software in any manner that is unlawful or harmful to our business.

The Software may be updated from time to time to improve its functionality, and these updates will be governed by these Terms.

## 6. Fees and Payments

Using our Services may involve certain fees, which will be disclosed to you at the time of the transaction. You agree to pay all applicable fees and charges associated with the use of our Services.

- **Fees:** All fees associated with using our remittance services will be clearly communicated before you complete a transaction.
- **Payment Method:** You agree to provide valid payment details (credit card, debit card, or other payment methods accepted) and authorize us to charge the appropriate fees associated with the transaction.

## 7. Transaction Limits and Restrictions

We may impose transaction limits or other restrictions on the use of our Services based on factors such as legal requirements, risk management, or account verification. You agree to comply with these limits and restrictions.

## 8. Privacy and Data Collection

By using our Services and Software, you acknowledge and agree to our Privacy Policy, which outlines how we collect, use, and protect your personal information. You agree that we may use your data for the purposes of facilitating remittance transactions, identity verification, and compliance with legal requirements.

## 9. Suspension and Termination of Service

We reserve the right to suspend or terminate your access to our Services or Software if:

- You violate these Terms or any applicable laws.
- We suspect fraudulent or illegal activity associated with your account.
- We are required to do so by law or regulatory authorities.

If your account is terminated or suspended, you will remain responsible for any outstanding fees or obligations incurred prior to termination.

## **10. Disclaimers and Limitation of Liability**

- **Disclaimer of Warranties:** Our Services and Software are provided "as is" and "as available." We make no representations or warranties, express or implied, regarding the operation or availability of the Services or Software, or the accuracy, completeness, or reliability of any information or content provided through them.
- **Limitation of Liability:** To the fullest extent permitted by law, [Your Remittance Company Name] shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from or related to your use of the Services or Software, even if we have been advised of the possibility of such damages.

## **11. Indemnification**

You agree to indemnify and hold harmless Sendly LLC, its affiliates, employees, agents, and partners from any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorney's fees) arising out of your use of our Services or Software, or your violation of these Terms.

## **12. Governing Law and Dispute Resolution**

These Terms shall be governed by and construed in accordance with the laws of the State of New York, United States, without regard to its conflict of law principles. Any dispute arising out of or related to these Terms shall be resolved through binding arbitration in New York, NY, in accordance with the rules of the American Arbitration Association.

## **13. Changes to These Terms**

We may update or modify these Terms at any time. Any changes will be posted on our website, and the updated version will be effective as of the date of posting. By continuing to use our Services or Software after such changes, you accept and agree to the revised Terms.

## **14. Severability**

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect.

## **15. Contact Information**

If you have any questions or concerns regarding these Terms or our Services, please contact us at:

Sendly LLC  
1345 6th Avenue, NY NY 10105  
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