

## **Bilderlings US, Inc Bilderlings US, e-Wallet Account Agreement**

This Bilderlings US, e-Wallet Account Agreement is effective as of August 1, 2024.

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION ESTABLISHING THAT ALL CLAIMS MUST BE RESOLVED VIA BINDING ARBITRATION. See Section 15.**

WHILE YOUR FUNDS IN US DOLLARS ARE INSURED BY FDIC, FUNDS HELD IN FOREIGN CURRENCY WALLETS ARE NOT INSURED BY FDIC. See Section 6.

### **1. AGREEMENT**

This Agreement, along with any other documents we give you, governs your use of the Bilderlings US, Inc e-Wallet Bilderlings US, e-Wallet Account (the “Bilderlings US, e-Wallet Account” or “Bilderlings Wallet”). Bilderlings US, Inc is a multicurrency demand deposit account made available by \_\_\_\_\_ (the “Issuer” or “Bank”), a member of the Federal Deposit Insurance Corporation (“FDIC”), on behalf of Bilderlings US, Inc., the company responsible for managing the Bilderlings US, Inc Bilderlings US, e-Wallet Account. “We”, “our”, and “us” refer to the Bank, our successors, affiliates, agents or assignees. “You”, “your”, and “member” refer to the owner of the Bilderlings US, e-Wallet Account and anyone else with authority to Deposit, withdraw or exercise.

Please read this carefully and retain it for future reference. By providing a written or electronic signature, activating, Depositing or using the Bilderlings US, Inc, you agree to the most recent version of this Agreement which will be posted in your Bilderlings US, e-Wallet Account Center and [xworldwallet.com](http://xworldwallet.com).

This Agreement is subject to applicable federal laws, the laws of the State of the issuing bank and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this Agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate; and
3. establish rules for certain transactions or events which the law regulates but permits variation by agreement.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

### **2. YOUR Bilderlings US, Inc ACCOUNT AND CARD**

The Bilderlings US, Inc Bilderlings US, e-Wallet Account (“Bilderlings US, e-Wallet Account”) constitutes a multicurrency online demand deposit account that enables you to make payments and transfers to third parties, via the debit Card that is issued with the Bilderlings US, e-Wallet

Account or via your Bilderlings US, e-Wallet Account Center. The Bilderlings US, e-Wallet Account has the following characteristics:

- funds in your Bilderlings US, e-Wallet Account do not receive any interest.
- the Bilderlings US, e-Wallet Account is checkless, and you may not issue checks;
- the Bilderlings US, e-Wallet Account is designed for personal use or for business use, depending on the account opening desires of the customer and completion of due diligence and acceptance of Bilderlings US, Inc.;
- The Bilderlings US, e-Wallet Account cannot be owned or titled (i) jointly, (ii) as “Payable on Death,” or (iii) as “In Trust For”.
- the Bilderlings US, e-Wallet Account or the Card cannot be resold and is not transferable.
- you may not request an additional Card for another person.
- The Bilderlings US, e-Wallet Account may not be used in violation of the law or for any illicit purpose.
- subject to applicable law, the Bilderlings US, e-Wallet Account, Card and/or this Agreement may be canceled, suspended, repossessed or revoked at any time without prior notice; and
- Each Foreign Currency Wallet holds a foreign currency instead of U.S. dollars.

You are the sole authorized user of the Bilderlings US, e-Wallet Account and the Card. You are responsible for all authorized transactions initiated and Fees incurred by use of your Bilderlings US, e-Wallet Account. If you allow another person to access or use your Card or Credentials, such use will be deemed as authorized by you and, therefore, you will be liable for all transactions and Fees incurred by such person.

You acknowledge and agree that your spending on the Bilderlings US, e-Wallet Account is limited to your Available Balance and that you are not permitted to overdraw the Bilderlings US, e-Wallet Account. If the Available Balance in your Bilderlings US, e-Wallet Account is not sufficient to cover any payment or withdrawal from your Bilderlings US, e-Wallet Account, we can refuse to process the transaction.

If we believe you are violating the terms of this Agreement, we may suspend or close your Bilderlings US, e-Wallet Account or refuse to process a transaction. Further, you will be liable for our costs, as well as for our reasonable attorneys’ fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your Bilderlings US, e-Wallet Account. This includes, but is not limited to, disputes between you and any third party claiming any interest in or to your Bilderlings US, e-Wallet Account or the funds therein. This also includes any action that you or a third party takes regarding the Bilderlings US, e-Wallet Account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys’ fees can be deducted from your Bilderlings US, e-Wallet Account when they are incurred, without notice to you.

### **3. ACTIVATING YOUR ACCOUNT**

You may activate your Bilderlings US, e-Wallet Account by following the directions in the Mobile App or Website ([www.Bilderlings.com/en-US](http://www.Bilderlings.com/en-US) ).

**Important information about the personal information you need to provide to activate your Bilderlings US, e-Wallet Account:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify,

and record information that identifies each person who opens an Bilderlings US, e-Wallet Account. When you activate your Bilderlings US, e-Wallet Account with us, we will ask you for certain information, including, but not limited to, your name, address, date of birth, Social Security Number, or ITIN, phone number, and other information that will allow us to identify you. In addition, to activate or continue to service your Bilderlings US, e-Wallet Account we may from time-to-time request that you respond to security questions or require that you provide us other identifying information and documentation, such as your driver's license, other identifying documents, proof of address, or source of income. If you fail to provide the information we request, we may close or suspend your Bilderlings US, e-Wallet Account.

By activating and using the Bilderlings US, e-Wallet Account, you represent and warrant to us that:

- - you have reached the age of majority in your state (18 years old or older if the age of majority in the state where you live is higher);
  - you are a citizen or legal resident of the country and jurisdiction you have represented to us through your declaration and verifiable information;
  - all of the personal information, including your address (which cannot be a PO Box), email and cell phone number you have provided to activate or maintain your Bilderlings US, e-Wallet Account is fully true and complete, and that you will immediately notify us of any change to such information.
  - you agree to accept electronic Communications, including statements and any tax forms which may apply to your Bilderlings US, e-Wallet Account, and that you will maintain updated your email address and cell phone number for the provision of Communications.
  - We may use information from third parties to help us determine if we should open your Bilderlings US, e-Wallet Account.
  - You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to us or our service provider(s) for the duration of your business relationship, solely to help us identify you or your wireless device and to prevent fraud. See our Privacy Policy for information about how we treat your data.
  - you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to us or our service provider for the duration of your business relationship, solely to help us identify you or your wireless device and to prevent. fraud. See our Privacy Policy for how we treat your data.
  - you are legally authorized to use the debit card, or bank account used to Deposit funds into the Bilderlings US, e-Wallet Account.
  - to the extent that any Deposit comes from an account controlled or owned by a third party, such as a direct Deposit from an employer paying your salary, such Deposit constitutes a valid and legitimate payment due to you;
  - you received a copy of this Agreement and agree to it; and
  - you accept the Bilderlings US, e-Wallet Account.

You agree to notify us immediately, and no later than 15 days, if you change your name, address, phone number, email address. You may perform these changes by contacting Customer Service. We may require additional information and verification prior to updating your information.

#### **4. DEPOSITS TO YOUR ACCOUNT**

You may Deposit funds to your Bilderlings US, e-Wallet Account at any time after verification of your identity by using any of the Deposit Mechanisms:

- **Direct Deposit:** You may set up direct Deposits to your Bilderlings US, e-Wallet Account by providing the payment provider –such as your employer, the U.S. Department of Treasury, or any third-party payer— with the bank routing and your Bilderlings US, e-Wallet Account number that appear in your Bilderlings US, e-Wallet Account Center under Load > Bank Transfer. We will only process or accept direct Deposits if you are named as the payee of the direct Deposit. If your Bilderlings US, e-Wallet Account number changes you must immediately notify your employer or any other payors and provide them with the new Bilderlings US, e-Wallet Account number to ensure that your direct Deposit activity continues uninterrupted.
- **Bank transfer:** You may perform a transfer of funds to your Bilderlings US, e-Wallet Account from any other financial institution that provides the Automated Clearing House System (ACH) or other legitimate, industry-standard payment platform utilized by regulated financial institutions. To do so you will need to provide the Issuer’s bank routing number, SWIFT identifier, and/or other relevant numbers/identifiers, and your Bilderlings US, e-Wallet Account number.
- **Debit or credit card Deposit:** You may use a debit or credit card to Deposit funds into the Bilderlings US, e-Wallet Account. You are solely responsible for ensuring that your payment instructions (including the payment card information and expiration date) are current and accurate at all times. You can update this information within the Bilderlings US, e-Wallet Account Center.
- To the extent we are required to reverse any Deposit previously authorized by you because the amount Deposited cannot be processed or is later charged back or reversed by a financial institution involved in the transaction, you agree to reimburse us for any Deposit amounts which you have used or withdrawn and any losses we may have incurred to the extent such amount is subject to charge back or reversal.
- We may allow you to securely store the details of a debit card or credit card that you use to Deposit funds into the Bilderlings US, e-Wallet Account. After such a card has been verified, we may provide you the option to use an Auto Top-up Functionality. If you opt into the Auto Top-up Functionality, you can elect between one of two choices: (a) schedule an auto Deposit of a pre-selected, fixed amount whenever your Available Balance reaches your predetermined threshold, or (b) schedule an auto Deposit of a pre-selected fixed amount at regular time intervals that you elect (weekly or monthly basis). By opting into Auto Top-Up Functionality, you authorize us to immediately debit your saved debit card, credit card, or bank account for the fixed amount chosen when opting into Auto Top-Up Functionality upon the predetermined Available Balance threshold or time interval condition being satisfied. You may cancel this authorization by unlinking your saved debit card or bank account or by contacting your card provider or bank. If you utilize Auto Top-Up Functionality, we will notify you 48 hours before we initiate the Deposit. Additionally, to enable continued use of the Auto Top-Up Functionality, we may from time to time require that you renew your election or re-verify your card or bank account information.

We may make new Deposit Mechanisms available from time to time.

The Bilderlings US, e-Wallet Account Center contains more information and instructions regarding each Deposit Mechanism.

Each Deposit Mechanism may be subject to Fees (see the Fee Schedule in Section 8, F) and Limits (see Section 8, D).

The funds Deposited to the Bilderlings US, e-Wallet Account must be paid in US Dollars and will be credited to your Preferred Load Wallet, from which you may subsequently transfer funds to any of the Foreign Currency Wallets. If your Preferred Load Wallet is not the USD Currency Wallet, then a real time exchange, at the Applicable Exchange Rate, will be performed at the time the Deposit is credited to the Bilderlings US, e-Wallet Account. You may change your Preferred Load Wallet at any time through the Bilderlings US, e-Wallet Account Center.

We DO NOT accept cash or paper check Deposits. Please DO NOT:

- send us cash via mail or attempt to make any Deposit in cash in any location; OR
- send us checks of any type, whether personal, money orders, or cashier's checks

If we receive any check for Deposit, we will return the item to your address of record, but we may apply the full amount to a negative balance, in which case, at our discretion, we may Deposit the check in your Bilderlings US, e-Wallet Account. We are not liable for any Deposits, including cash, lost in the mail, lost in transit, or not received by us.

From time to time, the Deposit Mechanisms may be unavailable or delayed due to risk-based restrictions, maintenance, changes to our services, unforeseen circumstances, or outages. We will give you reasonable notice if we change your Deposit Mechanisms.

If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly Deposited into your Bilderlings US, e-Wallet Account, you authorize us to deduct the amount of our liability to the federal government from the Bilderlings US, e-Wallet Account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

## **5. YOUR AVAILABLE BALANCE**

You may check your Available Balance at any time in the Bilderlings US, e-Wallet Account Center, where you can view the funds held in each of the Currency Wallets. The Available Balance for each Foreign Currency Wallet will be displayed in such currency, not in US Dollars.

Spending on the Bilderlings US, e-Wallet Account is limited to your Available Balance. You are not allowed to exceed your Available Balance or to create a negative balance through an individual transaction or a series of transactions.

If your Available Balance is not sufficient to pay for any transaction, we may, at our discretion, decline or reject the transaction. If you have a negative balance, you must immediately load funds to satisfy any negative balance. Maintaining a negative balance constitutes a breach of this Agreement which may result in the suspension, closure or termination of your Bilderlings US, e-Wallet Account, at our sole discretion, as well as civil or criminal liability for damages or losses incurred by us.

For the purpose of correcting a negative balance, rectifying an error or overpayment, or for collecting on any liability, direct or contingent, past, present or future that you owe against any Bilderlings US, e-Wallet Account, you: (i) grant us a lien on and security interest in any funds you have in any account with us, and (ii) authorize us to deduct funds from any account you may have with us. If we exercise any right of set-off, we will notify you. You have no right to defer payment of the liability for any negative balance, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.



## **6. FOREIGN CURRENCY WALLETS DISCLOSURES AND GUIDELINES**

BECAUSE YOUR FOREIGN CURRENCIES ARE HELD OUTSIDE OF THE UNITED STATES, FUNDS HELD IN FOREIGN CURRENCY ARE NOT INSURED BY FDIC. PURCHASING OR OWNING FOREIGN CURRENCIES IN YOUR FOREIGN CURRENCY WALLETS INVOLVES RISKS AND YOU CAN LOSE SOME OR ALL OF THE VALUE IN RELATION TO THE U.S. DOLLAR. YOU SHOULD CONSIDER THESE RISKS BEFORE LOADING ANY FOREIGN CURRENCY WALLET.

CONSULT YOUR LEGAL, TAX, OR INVESTMENT ADVISORS REGARDING THE RISKS OF HOLDING FUNDS IN FOREIGN CURRENCY WALLETS. YOU ARE SOLELY RESPONSIBLE FOR ANY DECISION THAT YOU MAKE TO (A) LOAD OR HOLD FUNDS IN A FOREIGN CURRENCY WALLET, OR (B) MAKE ANY TRANSACTION INVOLVING CURRENCY EXCHANGE.

WE DO NOT PROVIDE LEGAL, TAX, FINANCIAL, OR INVESTMENT ADVICE OR OPINIONS ON ADVANTAGES, DISADVANTAGES OR RISKS OF (A) EXCHANGING ANY FOREIGN CURRENCY, OR (B) LOADING OR HOLDING FOREIGN CURRENCY TO YOUR FOREIGN CURRENCY WALLETS. YOU SHOULD NOT CONSTRUE ANY STATEMENT BY ANY OF OUR EMPLOYEES OR AGENTS, INCLUDING ANY MEMBER OF OUR CUSTOMER SERVICE STAFF, TO CONSTITUTE LEGAL, TAX, FINANCIAL OR INVESTMENT ADVICE ABOUT ANY FOREIGN CURRENCY OR RELATED TRANSACTION.

CURRENCY EXCHANGE MARKETS ARE VOLATILE AND UNPREDICTABLE. THE VALUE OF ANY FOREIGN CURRENCY YOU HOLD MAY FLUCTUATE WIDELY AGAINST THE U.S. DOLLAR AND OTHER FOREIGN CURRENCIES. THEREFORE, THE FUNDS YOU HOLD IN ANY FOREIGN CURRENCY WALLET COULD LOSE SIGNIFICANT VALUE RELATIVE TO THE U.S. DOLLAR IF THE VALUE OF SUCH FOREIGN CURRENCY DEPRECIATES IN RELATION TO THE U.S. DOLLAR.

THE U.S. DOLLAR VALUE OF FUNDS HELD IN YOUR FOREIGN CURRENCY WALLETS MAY NOT BE WORTH AS MUCH AS THE VALUE OF YOUR ORIGINAL DEPOSIT.

Upon loading your Bilderlings US, e-Wallet Account with funds, funds may be transferred between Currency Wallets in the following situations.

- You actively perform transfers between Currency Wallets via the Bilderlings US, e-Wallet Account Center: the Bilderlings US, e-Wallet Account Center will display the Applicable Exchange Rate quote prior to initiating the funds transfer between your Currency Wallets. The quote will be valid for a limited time that is displayed to you. If you accept

the quote, we will immediately debit the origination Currency Wallet and credit the destination Currency Wallet using the Applicable Exchange Rate presented; or

- The system makes an Auto Wallet Transfer between Currency Wallets because you do not have sufficient funds in a Currency Wallet to pay for a transaction or a Fee; or
- You make a transaction in a Non-Wallet Currency: the Applicable Exchange Rate shall apply to convert the Non-Wallet Currency to the US Dollar Wallet (or other Currency Wallets in accordance to the Currency Order)

The Applicable Exchange Rate varies from time to time. To the extent possible, the Applicable Exchange Rate is determined at the time that the transaction posts to the Bilderlings US, e-Wallet Account, but in some instances the Applicable Exchange Rate is set at the time the transaction settles. You may always view the Applicable Exchange Rate used in any transaction in the Bilderlings US, e-Wallet Account history section of the Bilderlings US, e-Wallet Account Center.

When you make a transaction in a currency of a Currency Wallet:

- If you have sufficient funds in the Currency Wallet of the transaction currency, we will first debit funds from such Currency Wallet;
- If there are no funds or insufficient funds in the Currency Wallet of the transaction currency, your Card will debit funds from the next Currency Wallets listed in your Currency Order.
- The full transaction may be funded from multiple Currency Wallets;
- Each time funds are transferred from one Currency Wallet to another, an Auto Wallet Transfer will occur and the Applicable Exchange Rate will apply.

When using your Card to make a transaction in a Non-Wallet Currency, the following applies:

- If you have sufficient funds in the Home Currency Wallet (US Dollars), we will first debit funds from it and the Applicable Exchange Rate will apply;
- If there are no funds or insufficient funds in your Home Currency Wallet, we will debit funds from the next Currency Wallets nominated in your Currency Order.
- We will continue to debit each Currency Wallet in your Currency Order in succession until the transaction value is met in the equivalent value of US Dollars.
- The full transaction value may be funded from multiple Currency Wallets.
- Each time funds are transferred from one Currency Wallet to another, an Auto Wallet Transfer will occur and the exchange rate used will be the Applicable Exchange Rate.

Where there are insufficient funds across all Currency Wallets to process the transaction, the transaction will be declined (unless the transaction is a purchase, and the merchant allows a split transaction).

The default Currency Order will always start with your Home Currency Wallet (US Dollar). You may change the Currency Order at any time. If you have not chosen a specific Currency Order, the system shall automatically order the Currency Wallets on your behalf in order to authorize a transaction.

How the Applicable Exchange Rate is determined:

- We will determine the Applicable Exchange Rate each time you ask us to enter into a currency exchange transaction.
- The Applicable Exchange Rate varies and is based on the rate we select from one or more foreign exchange providers at the applicable processing date and time. This

Applicable Exchange Rate may be different from the rate we ourselves receive or the government-mandated rate in effect.

- When we determine your Applicable Exchange Rate depends on what type of currency exchange transaction you are requesting and when we receive your request.
- The specific Applicable Exchange Rate that you receive for any currency exchange is not published in any newspaper, website or other publicly available source. Third parties may publish indicative rates or “spot rates” for currencies, but these published spot rates may change frequently and usually reflect rates for large volume transactions conducted by institutional investors at a specific point in time. Also, these published rates do not necessarily reflect transaction costs and do not accurately reflect exchange rates actually available to you or us at any point in time for any of your currency exchanges.
- For each transaction in which you actively initiate a Wallet-to-Wallet foreign exchange conversion, you will be able to view and approve the Applicable Exchange Rate prior to executing the transaction.
- For each transaction in which an Auto Wallet Transfer occurs, the Applicable Exchange Rate will be listed in the Bilderlings US, e-Wallet Account history and applicable statement.

If the Available Balance is not sufficient to cover the transaction amount, including Fees and foreign currency conversion rates, you may instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another form of payment (“split transaction “). Some merchants do not allow split transactions.

If you use your Card to pay at the pump at an automated fuel dispenser, the merchant may seek to pre-authorize for an amount of \$100.00 or more. If such pre-authorization amount exceeds your Available Balance, your Card may be declined. In this case, you can pay for your purchase with the cashier (for an amount not to exceed your Available Balance). Similarly, some merchants (such as hotels, rental cars, restaurants, cruise ships) may obtain a pre-authorization on your Bilderlings US, Inc. e-Wallet account for an amount up to 20% or more than the total purchase price (or anticipated purchase price) to cover additional items such as tips and incidentals or to ensure that adequate funds are available to cover the final purchase. **The entire amount of the pre-authorization will be debited and will not form part of the Available Balance until the authorization clears.** Further, although you may have sufficient Available Balance to cover the total purchase price, the transaction may be declined because the amount sought to be pre-

## **8. REGULATION E DISCLOSURES**

Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

### **UNAUTHORIZED TRANSACTIONS**

#### **A. LIABILITY.**

Tell us at once if you believe your Bilderlings US, e-Wallet Account Credentials have been compromised, or if you believe that an electronic fund transfer has been made without your permission.

#### **Zero Liability for Visa and Mastercard Transactions.**

Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa or Mastercard cards. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not



sent over Visa, Mastercard or Plus networks, or to transactions using your Personal Identification Number which are not processed by Visa or Mastercard. Save for the above exceptions, your liability for unauthorized VISA and Mastercard debit card transactions that are processed through a VISA or Mastercard network, as applicable, will be zero dollars (\$0.00).

Please note that you could lose all the money in your Bilderlings US, e-Wallet Account if you do not report unauthorized as follows:

If you report Bilderlings US, Inc Card missing before someone uses it, you are not responsible for any unauthorized transactions. If someone uses your Bilderlings US, Inc Bilderlings US, e-Wallet Account before you report it lost or stolen, your liability depends on how quickly you report it:

If you report:	Your maximum loss
Before any unauthorized charges are made.	\$0
Within 2 Business Days after you learn about the loss or theft or your Card or Credentials.	\$50
More than 2 Business Days after you learn about the loss or theft, but less than 60 calendar days after your statement is sent to you,	Lesser of the amount of (i) \$50 plus any unauthorized transfers that occurred after the close of the two business days and before notice to the institution or (ii) \$500
More than 60 calendar days after your statement is sent to you.	The number of unauthorized transactions that occur more than 60 days after the first statement was sent to you, PLUS the lesser of the amount of (i) \$50 plus any unauthorized transfers that occurred after the close of the two business days and before notice to the institution or (ii) \$500.

For the purpose of these disclosures, Business Days are Monday through Friday (excluding federal holidays).

If someone makes unauthorized transactions with your debit Card number, but your Card is not lost, you are not liable for those transactions if you report them within 60 days of your statement being sent to you. You may not get any money you lost after the 60 days, however, if we can prove that we could have stopped someone from taking the money if you had told us in time.

You agree to cooperate with us in the investigation of the loss. We will have a reasonable period of time to investigate the facts and circumstances surrounding any Claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including

loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

### **How to Protect Your Bilderlings US, e-Wallet Account Information**

- Don't disclose your Bilderlings US, e-Wallet Account number over the phone to anyone. **OUR CUSTOMER SERVICE AGENTS WILL NEVER REQUEST THAT YOU DISCLOSE YOUR PASSWORD OR PIN.**
- Guard your Bilderlings US, e-Wallet Account. Never leave it out in the open or write it on an envelope.
- Keep a record of your Bilderlings US, e-Wallet Account numbers, expiration dates, and the telephone numbers of each Card issuer so you can report a loss quickly.
- Do not use the Credentials, including the PIN, under such conditions that others can see them.
- Do not enter your Credentials or PIN into any terminal, machine or interface that appears to be modified or suspicious. Save your receipts to check against your monthly statements.
- Never write your PIN on any papers that could be lost or looked at.
- Periodically check your Bilderlings US, e-Wallet Account activity and report any discrepancies to us immediately.

## **B. ERROR RESOLUTION**

In case of errors or questions about your electronic transfers, please sign into your Bilderlings US, Inc Bilderlings US, e-Wallet Account Center and select "Dispute a Transaction". You may also call us at the telephone number listed below or send an email to [assist@bilderlings.com](mailto:assist@bilderlings.com), as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You may reach our live agent Customer Service desk by calling: **1-888-407-1371**

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(a) Tell us your full name and address listed on your Bilderlings US, e-Wallet Account and a number where we may contact you. Note that once we contact you, as part of your Bilderlings US, e-Wallet Account security protocols, you will need to verify your identity prior to submitting any Claims.

(b) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(c) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days (5 Business Days if involving a Visa or Mastercard, point-of-sale transaction processed by Visa or Mastercard or 20 Business Days if the transfer involved a new Bilderlings US, e-Wallet Account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to

45 days (90 days if the transfer involves a new Bilderlings US, e-Wallet Account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your Bilderlings US, e-Wallet Account within 10 Business Days (5 Business Days if involving a Visa point-of-sale transaction processed by Visa or 20 Business Days if the transfer involved a new Bilderlings US, e-Wallet Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Bilderlings US, e-Wallet Account. A Bilderlings US, e-Wallet Account is considered a new Bilderlings US, e-Wallet Account for 30 days after the first Deposit is made, if you are a new customer.

We will tell you about the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting Customer Service.

If you need more information about our error-resolution procedures, call us at the telephone number listed for Customer Service above, or visit [www.assist@bilderlings.com](mailto:www.assist@bilderlings.com).

### **C. DISPUTES REGARDING GOODS AND SERVICES PAID WITH YOUR ACCOUNT**

Disputes related to the quality, nature, delivery, or other aspects of goods or services bought with the Bilderlings US, e-Wallet Account should be addressed to and handled directly with the merchant or payment recipient who provided the goods or services.

Neither Issuer nor Bilderlings US, Inc. accept liability for the quality, nature, delivery, or other aspects of the goods or services bought with the Bilderlings US, e-Wallet Account.

We will not be obliged to enter into any dispute arising between You and a retailer or a bank and, moreover, a dispute with a retailer or a bank does not absolve you of complying with regulations governing the use of the Bilderlings US, e-Wallet Account and this Agreement.

If for any reason you are entitled to a refund from a merchant or payment recipient who provided any goods or services, you agree to accept the corresponding credit to your Bilderlings US, e-Wallet Account and agree to the merchant's refund policy.

### **D. TYPES OF TRANSFERS, LIMITATIONS**

Use of the Bilderlings US, e-Wallet Account is subject to certain Limits. Limits are calculated based on the US Dollar equivalent balance across all Currency Wallets in your Bilderlings US, e-Wallet Account. The limits established for individual customers are presented in the table below. Rates for corporate clients may vary depending on the nature and scope of business, estimated and realized needs, and related risk assessments. Rate and limit schedules are provided to the corporate client prior to account opening.

Maximum Daily Deposit Amount	\$10,000
Daily Limit for all ATM Transactions	\$2,500

Daily Limit for POS Debit Transactions	\$10,000
Debit/Credit Card Load Daily Load Limits	\$2,500
Daily P2P Limits for sending	\$1,000
Monthly P2P Limits for sending and receiving (senders and recipients of P2P must BOTH have an activated Bilderlings US, e-Wallet Account)	\$10,000
Additional Cards, including Card replacements and supplementary Cards	Your Bilderlings US, e-Wallet Account enables you to have up to two (2) Physical Cards, and three (3) Virtual, and Digital Wallet Cards at a time. We, however, reserve the right to limit the maximum Virtual Cards over the lifetime of the Bilderlings US, e-Wallet Account in order to prevent the abuse of our systems, mitigate fraud, or decrease the risk profile of the Bilderlings US, e-Wallet Account.

(All amounts are in US Dollars)

ATM and POS device owner-operators, third party issuers of debit and credit cards, merchants, participating banks Networks may impose their own fees and lower limits on transactions, including cash withdrawals.

**ONCE YOU AUTHORIZE A DEBIT OR CREDIT CARD DEPOSIT TO YOUR BILDERLINGS E-WALLET ACCOUNT, IT IS CONSIDERED FINAL AND CANNOT BE REVERSED.**

In certain circumstances, we may increase these Limits with notice to you. Certain members may be eligible for higher transfer Limits based on Bilderlings US, e-Wallet Account spending history, at our discretion. You can contact Customer Services by calling us at 1-888-407-1371 or emailing us at [assist@Bilderlings US, Inc.](mailto:assist@BilderlingsUS.com) to learn what Limits apply to you.

In addition to the Limits in the table above, we may apply other restrictions (such as velocity, transaction, jurisdiction/geography, and MCC limits) to comply with applicable law or reduce money laundering, terrorism financing or fraud risks.

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this Bilderlings US, e-Wallet Account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling.

We may increase or reduce these Limits and restrictions, or establish new ones, at any time. If you would like us to adjust your Limits or restrictions, we may request additional identity verification and source of income information in order to make such determination.

Certain Bilderlings US, e-Wallet Account features, such as Deposit Mechanisms, may be subject to Limits which will be communicated in the Bilderlings US, e-Wallet Account Center or imposed by third-party service providers.

**E. TRUTH IN SAVINGS DISCLOSURE**

The Bilderlings US, e-Wallet Account is not an interest-bearing account. No interest will be paid.

Minimum Balance Requirements: There is no initial Deposit required to open a Bilderlings US, e-Wallet Account.

**F. FEES, INCLUDING ATM FEES**

You agree to pay all Fee Schedule Fees for the use of the Bilderlings US, e-Wallet Account. The fees charged to customers varies depending on whether the customer is an individual or a corporate client. Rates and fee services are subject to change, and all customers are notified in advance in writing regarding any such changes. Current fees charged to individuals are found in Schedule A at the end of this agreement and fees charged to corporate clients are found in Schedule B at the end of this agreement.

PLEASE NOTE THAT SOME FINANCIAL INSTITUTIONS, RETAILERS OR ATM OPERATORS MAY CHARGE ADDITIONAL FEES OR CHARGES FOR CASH WITHDRAWALS OR OTHER ACTIVITIES, SUCH AS BALANCE INQUIRY, OR CURRENCY CONVERSIONS. WE DO NOT CONTROL THESE FEES, NOR DO WE RECEIVE ANY PORTION OF THEM. THESE THIRD-PARTY FEES ARE NOT INCLUDED IN THE FEE SCHEDULE.

**G. PERIODIC STATEMENTS.**

We encourage you to obtain and retain all your receipts to verify your transactions with the Bilderlings US, e-Wallet Account.

You can view your transaction history and access electronic statements in the Bilderlings US, e-Wallet Account Center. We will also send you a monthly statement via email. The Bilderlings US, e-Wallet Account history contains a list of all your transactions during at least 24 months. We will not automatically send you any paper statement. You may request a sixty (60) day history of your Bilderlings US, e-Wallet Account transactions by calling us at 1-888-407-1371, or writing to us via email at: [assist@Bilderlings.com](mailto:assist@Bilderlings.com)

We encourage you to carefully check the Payment Transactions on your Bilderlings US, Inc. e-Account at least once a month. In accordance with applicable law, the records of Payment



Transactions created or received by the Issuer may constitute evidence of the existence, amount and conditions of transactions.

Notify us of any errors within sixty (60) days of your statement becoming available. You agree to immediately notify us if you do not receive your statement by the date, you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your Bilderlings US e-Wallet Account, such as possible fraud or identity theft.

## **H. PRE-AUTHORIZED PAYMENTS**

### **(a) RIGHT TO STOP PAYMENTS**

If you have told us in advance to make regular payments out of your Bilderlings US, e-Wallet Account, you can stop any of these payments. Here's how:

Call or email us at the telephone number or e-mail address listed in this disclosure, in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. If you call, we may also require you to:

- validate your identity prior to submitting your request to STOP PAYMENT
- ask you to put your request in writing and get it to us within 14 days after your call.
- Your request must be accompanied by written confirmation that you have notified the payee of the revocation of payment authorization.

We charge \$10 for each stop payment.

### **(b) NOTICE OF VARYING AMOUNTS.**

If these regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

### **(c) LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER.**

If you order us to stop one of these payments 3 Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **I. OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS.**

If we do not complete a transfer to or from your Bilderlings US, e-Wallet Account on time or in the correct amount according to our agreement with you, we will be liable for your losses. However, there are some exceptions.

We will **NOT** be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your Bilderlings US, e-Wallet Account to make the transfer.
2. If the automated teller machine where you are making the transfer does not have enough cash.
3. the computer, cell phone, terminal, system, device, website, network, or communication system did not work properly or failed to send or receive data or relevant messages;
4. you or the merchant provided inaccurate or incomplete information regarding a transaction. (If the merchant provided an incorrect amount which you should have discovered when using the e-Wallet Account to pay for goods or services, you must address the complaint to the merchant).

5. your Card is not working because it has been damaged (in this case, please inform Customer Service so that we can replace the Card);
6. a merchant does not accept or honor your Card.
7. We do not complete the transaction because the Card has been reported lost or stolen, has been suspended by us, or we have reason to believe the transaction is not authorized by you, is fraudulent, suspicious, illicit or inconsistent with this Agreement.
8. We have requested additional information about your identity, address, personal information, transactions, or activity on the Bilderlings US, e-Wallet Account and you have failed to provide such information, or we have not been able to verify your identity.
9. The Bilderlings US, e-Wallet Account or funds therein are subject to a hold, block, suspension, a legal or administrative process, or other type of encumbrance which prevents or restricts their use; or
10. we act pursuant to any other provision of this Agreement.
11. If circumstances beyond our control, including:
  1. such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions, and pandemics,
  2. war, acts of terrorism, including cyber-attacks by terrorist or criminal organizations;
  3. acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations;
  4. general infrastructure outages, including, but not limited to internet and third-party computer network outages, electric grid outages, and disruption to the Visa, Mastercard and EFT networks and/or the availability of third-party service providers in which we rely to provide our services prevent the transfer, or delivery of our services, despite reasonable precautions that we have taken.

IN THE EVENT THAT WE ARE HELD LIABLE TO YOU ANY DAMAGES OR LOSSES, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. TO THE FULL EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY US SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE TRANSFER.

There may be other exceptions stated in our Agreement with you.

## **J. CONFIDENTIALITY**

We will disclose information to third parties about your Bilderlings US, e-Wallet Account or the transactions you make:

- where it is necessary for completing transfers; or
- in order to verify the existence and condition of your Bilderlings US, e-Wallet Account for a third party, such as a merchant.
- in order to comply with government agency or court orders or any legal or administrative reporting requirement.
- if you give us your written permission.
- to the extent necessary, if we have reason to share the information with our employees, service providers, auditors, affiliates, or attorneys; or

- to fulfill our obligations under this Agreement.

Please review the Bilderlings US, Inc Privacy Policy for additional information on our use of your personal information.

## **K. CUSTOMER SERVICE**

Customer Service is available to you via our Mobile App, and website as well as our call center.

We may monitor and/or record telephone calls and other communications between you and us to comply with applicable law or perform quality control of our Customer Service. You agree that we or our agents may contact you at any telephone number you provide to us, including your cell phone number, for any informational, non-telemarketing purpose related to your Bilderlings US, e-Wallet Account. You agree to receive these calls via an automatic system, prerecorded or artificial voice messages, or automatically generated text messages. You understand your phone service provider may charge you for these calls/messages.

Our staff, however, have the right to terminate any call if your language or behavior during the call includes any of the following:

- - Threats of physical harm or violence,
  - Inappropriate religious, cultural or racial insults,
  - Homophobic, sexist or other derogatory remarks

## **L. NOTICES**

You hereby acknowledge that as part of your relationship with us we may deliver all Bilderlings US, e-Wallet Account information to you electronically and use electronic records and signatures.

By activating your Bilderlings US, e-Wallet Account, you hereby consent and agree to receive disclosures, notices, agreements, Fee Schedules, statements, records, documents, and other information we provide to you, or that you sign or submit or agree to at our request (collectively, (“Communications”)).

We may, in our sole discretion, provide Communications to you in electronic form (“Electronic Records”). Electronic Records may be delivered to you in a variety of ways, including via the Bilderlings US, e-Wallet Account Center, e-mail or SMS text messages. Accordingly, it is your responsibility to keep your email address and telephone number current with us and to ensure you have access to relevant hardware and software to receive these Communications. Any Communication will be provided to you in English.

Please review the Bilderlings US, Inc Electronic Communications Agreement for additional information related to your Communications rights, obligations and requirements concerning

your Bilderlings US, Inc Bilderlings US, e-Wallet Account and all related or ancillary services provided by Bilderlings US, Inc.

## **M. INACTIVE OR DORMANT ACCOUNTS**

After 12 consecutive months without Transaction Activity, your Bilderlings US, e-Wallet Account will be deemed inactive, and the Inactivity Fee will apply. If Your Card is dormant, We may block outgoing transfer/payments from your Bilderlings US e-Wallet Account until you contact Customer Service to re-authorize such transfers.

After 24 consecutive months without Transaction Activity, any balance held in foreign Currency Wallets will be converted to USD at the Applicable Exchange Rate and held in the US Dollar Home Currency Wallet.

Any Deposit that is inactive for a period of time may be considered dormant and is subject to escheatment according to the laws of the country and state of your domicile. Each country and state has different laws establishing conditions for accounts subject to escheatment and requirements to send funds in the inactive Deposit to the state of your last known address. We will make reasonable efforts to contact you before escheating the funds.

## **N. AMENDMENTS**

We may amend this Agreement at any time by publishing the amended Agreement on our Website and the Bilderlings US, e-Wallet Account Center. Any amendment shall be effective upon such posting to that Website and the Bilderlings US, e-Wallet Account Center or on the date specified in the amendment or related notice.

Prior to the effective date of any such change, we will notify you in accordance with applicable law. If the change is made for security purposes, we can implement such change without prior notice.

## **O. CLOSING YOUR ACCOUNT**

You may close your Bilderlings US, e-Wallet Account at any time by contacting Customer Service. Your closure of the Bilderlings US, e-Wallet Account will not affect any of our rights or your obligations arising under these Terms and Conditions prior to termination. Following receipt of your notice to close your Bilderlings US, e-Wallet Account, we will cancel your e-Wallet Account and will allow 10 Business Days for any outstanding transactions to be processed prior to returning the funds in your Bilderlings US, e-Wallet Account. Once all transactions have been processed and applicable Fees have been deducted from the Available Balance of the Bilderlings US, e-Wallet Account, any Available Balance held in Foreign Currency Wallets will be converted to USD at the Applicable Exchange Rate. Upon termination of the Agreement or Bilderlings US, e-Wallet Account closure for any reason, to the extent we are not prevented by law or any legal or administrative procedure, you may request that we return the remaining funds in your Bilderlings US, e-Wallet Account, after deducting any Fees, charges and outstanding transactions. We may return the funds via a check to the mailing

address we have in our records or bank transfer to a bank account held by you as owner. We reserve the right to refuse to return any unused balance amount less than \$1.00. For security purposes, prior to issuing the refund, we may require that you verify your identity, address and other information relating to the account where funds will be Deposited. The time frame for processing and delivery of any refund may take up to thirty (30) days after you provide the required information. Refunds are subject to a Fee for either bank transfer or check issuance. Please consult the Fee Schedule.

Note that we may suspend or close your Bilderlings US, e-Wallet Account at any time if we have Good Reason to do so. Good Reason for Bilderlings US, e-Wallet Account suspension or closure includes, without limitation, the following:

- We believe that use of the e-Wallet Account may cause loss to you or to us.
- We believe the Bilderlings US, e-Wallet Account, is being used fraudulently or that there are fraudulent transactions.
- We determine information that you have provided is not accurate or there is incomplete information about yourself, your identity or your transactions.
- We believe that it is reasonable to do so for security or regulatory purposes;
- We determine that you breached any material term or condition of this Agreement;
- we suspect the Bilderlings US, Inc. e-Wallet Account and/or related transactions have been used illegally

Under any of the above circumstances we may close or suspend the Bilderlings US, e-Wallet Account without advance notice. Once all transactions have been processed and applicable Fees have been deducted from the Available Balance of the Bilderlings US, e-Wallet Account, any Available Balance will be converted to USD at the Applicable Exchange Rate. You agree that if we suspend or close the Bilderlings US, e-Wallet Account, we will not incur any liability to you.

Any Bilderlings US, e-Wallet Accounts that are closed or suspended by us due to fraud, or for Good Reason will be assessed an Inactivity Fee each month after the date of Bilderlings US, e-Wallet Account closure or suspension. Further, we reserve the right to recover our losses, plus any legal, investigation, administrative costs, and interest we incur in recovering or attempting to recover the amount owed to us, third parties and/or government agencies by Bilderlings US, e-Wallet Accounts closed or suspended due to fraud or Good Reason.

The termination of this Agreement will not affect any rights or your obligations arising under this Agreement prior to termination.

## **P. MISCELLANEOUS**

Your Bilderlings US, e-Wallet Account and your obligations under this Agreement cannot be assigned or transferred. We may assign or transfer our rights under this Agreement, including by changing the Issuer, without requiring any consent from you.

We do not waive our rights by delaying or failing to exercise them at any time.

If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected.

## **Q. ARBITRATION**



You agree that for any Claim, you will contact Bilderlings US, Inc. to resolve the Claim informally. This is required regardless of whether such Claim is based in contract, tort, statute, regulation, common law or equity, including, but not limited to, Claims arising out of or relating in any way to (a) the validity, enforceability, scope, interpretation, execution, administration, or amendment of this arbitration provision or this Agreement; (b) any alleged breach of this Agreement, (c) your acquisition or use of the Bilderlings US, e-Wallet Account ; (d) your Available Balance or funds availability; (e) advertisements, promotions or oral or written statements, representations or disclosures related to this Agreement, the Bilderlings US, e-Wallet Account (s); (f) any Fees, costs or charge subject to this Agreement; (g) any transactions, including goods or services purchased with the Bilderlings US, e-Wallet Account (s); or (h) the benefits and services related to the Bilderlings US, e-Wallet Account (s), no matter how described, pleaded or styled. If we are unable to resolve the Claim informally to the satisfaction of both parties, the Claim shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (“FAA”) (9 U.S.C. 1-16). The right to appeal is limited under the FAA.

You may file a Claim, obtain a copy of the arbitration procedures or request information about the AAA by contacting the AAA at: 335 Madison Avenue, New York, NY 10017 or by visiting [www.adr.org](http://www.adr.org).

Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. Waivers may also be available from the JAMS or AAA. At the conclusion of the arbitration, the arbitrator will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration.

**ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT EXCEPT AS EXPRESSLY PROVIDED IN THE NEXT PARAGRAPH. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.**

Each party retains the right to seek relief in small claims court when such a court has proper jurisdiction over a Claim. All other Claims are required to be resolved through **MANDATORY** and **BINDING** arbitration. Pursuing relief in small claims court for proper Claims within the court’s jurisdiction does not waive your right to seek arbitration for separate Claims outside the jurisdiction of small claims court.

All determinations as to the scope, interpretation, enforceability and validity of this Agreement, including this arbitration provision, shall be made final exclusively by the arbitrator, whose award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction. Review of an arbitrator’s award is limited to review in accordance with applicable statutes governing arbitration awards.

**NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.** No arbitration

award or decision will have any preclusive effect as to Claims, disputes or controversies with anyone who is not a named party to the arbitration.

There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated.

This arbitration provision shall survive: i) the termination of the Agreement or any Bilderlings US, e-Wallet Account; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your US, Inc. e-Wallet Account, or any amounts owed to any other person or entity; or iv) expiration of the e-Wallet Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD. CALL 1 1-888-407-1371 TO CANCEL YOUR REQUEST FOR THE e-WALLET ACCOUNT AND TO REQUEST A REFUND, IF APPLICABLE.**

## R. DEFINITIONS

The following terms have these meanings wherever they are used in this Agreement.

<b>Bilderlings US, e-Wallet Account or Bilderlings US, Inc Bilderlings US, e-Wallet. Account Program Bilderlings US, e-Wallet Account</b>	<p>The Bilderlings US, Inc Bilderlings US, e-Wallet Account consisting of the multicurrency demand deposit account, and the related records that we maintain related to your usage, including credits and debits.</p>
<b>Bilderlings US, e-Wallet Account Center</b>	<p>The section of the Website or Mobile App where you may Activate your Bilderlings US, Inc Bilderlings US, e-Wallet Account, log in and manage the various features of your Bilderlings US, e-Wallet Account.</p>
<b>Agreement</b>	<p>This document, including the Fee Schedule</p>
<b>Applicable Exchange Rate</b>	<p>The exchange rate that applies to any transaction in which Bilderlings US, Inc. or the Card Network perform a conversion of currencies, including Deposits, transfers between Currency Wallets, purchases and ATM withdrawals. This exchange rate includes a margin and varies depending on the type and time of the transaction.</p>
<b>Auto Top-Up Functionality</b>	<p>To the extent provided, means a feature by which You may automatically load funds to your Bilderlings US, e-Wallet Account either when your Bilderlings US, e-Wallet Account reaches a specific Available Balance or at predetermined time intervals.</p>

<b>Auto Wallet Transfer</b>	<p>When a Currency Wallet has insufficient funds to cover a specific transaction or Fees assessed, funds will be automatically transferred from another Currency Wallet(s) in the Currency Order to allow the transaction to be completed. Auto Wallet Transfers will be completed using the Applicable Exchange Rate.</p>
<b>Available Balance</b>	<p>The monetary value recorded by us as available for transactions using your Bilderlings US, e-Wallet Account s. Your available balance at any time is calculated by deducting all debit activity (including payment transactions, funds reserved for authorizations and Fees) from the credits to your Deposit (including Deposits, P2P transfers and refunds).</p>
<b>Bank</b>	<p>Means Bilderlings US, Inc. issuing Bank an FDIC-insured member institution, and its successors and assigns.</p>
<b>Billing Cycle</b>	<p>Means the monthly anniversary of when you opened your account (each such month a “Billing Cycle”). For accounts opened on the 29th, 30th, or 31st of a given month, for purposes of the Billing Cycle, we will consider the Bilderlings US, e-Wallet Account opened as of the 28th of such month.</p>
<b>Business Day(s)</b>	<p>Monday through Friday, excluding public holidays observed by Issuer.</p>
<b>Card</b>	<p>The Visa or Mastercard card issued to you which: (a) serves as a means of payment with retailers that accept the payment network of your Card and also (b) allows you to withdraw cash at financial institutions or ATMs that accept the payment network of your Card. The Card may be a Physical Card, a Digital Card, or a Virtual Card.</p>
<b>Cardholder</b>	<p>The physical person to whom a Card is issued.</p>
<b>Card Network</b>	<p>The Card Network will be Mastercard if your Card has the Mastercard logo, or Visa if your Card has the Visa logo.</p>
<b>Claim</b>	<p>Any claim, dispute, or controversy related to or arising from the use of an Bilderlings US, e-Wallet Account.</p>
<b>Communication(s)</b>	<p>Disclosures, notices, agreements, Fee Schedules, statements, records, documents, and other information We provide to You, and as further defined in the Bilderlings US, Inc Bilderlings US, e-Wallet Account Electronic Communications Agreement.</p>

<b>Credentials</b>	Any or all of the following information: the PIN, Bilderlings US, e-Wallet Account Center username and password, security questions and answers, or biometric login.
<b>Currency Order</b>	The sequential order of your Currency Wallets that will be utilized to process transactions or Fees when you have more than one currency Deposited in your Bilderlings US, e-Wallet Account and an individual Currency Wallet does not have sufficient funds.
<b>Currency Wallet/Wallet</b>	The portion of your Bilderlings US, e-Wallet Account that holds funds in a denominated currency.
<b>Customer Service(s)</b>	assist@BilderlingsUS, Inc.com or 1-888-407-1371
<b>Deposit/ Depositing</b>	To add money to the Bilderlings US, e-Wallet Account.
<b>Deposit Mechanism(s)</b>	Any method which We may make available for You to Deposit funds to your Bilderlings US, e-Wallet Account.
<b>Digital Card</b>	The online hosted, digital virtual representation of your Physical Card that enables you to make purchases with your mobile device through digital wallets provided by third parties.
<b>Electronic Records</b>	Communications provided in electronic form.
<b>Fee(s)</b>	Any charge that may be applied to your Bilderlings US, e-Wallet Account pursuant to this Agreement or any other agreement governing your use of the Bilderlings US, e-Wallet Account.
<b>Fee Schedule</b>	The schedule of Fees outlined in Section 8. F.
<b>Foreign Currency Wallet</b>	A Currency Wallet that holds funds in a currency other than US Dollar.
<b>Good Reason</b>	Occurrences described in Section 13 of this Agreement that may lead to Bilderlings US, e-Wallet Account suspension or termination/cancellation.

<b>Home Currency Wallet</b>	<p>The primary Currency Wallet of your Bilderlings US, e-Wallet Account, which holds US Dollars.</p>
<b>Inactivity Fee</b>	<p>A Fee, as outlined by the Fee Schedule, assessed to an Bilderlings US, e-Wallet Account on a monthly basis if the Bilderlings US, e-Wallet Account: a) does not have Transaction Activity in the preceding 12 months, or b) is closed or suspended by us due to fraud, or for Good Reason, in which case the Inactivity Fee will be assessed each month after the date of Bilderlings US, e-Wallet Account closure or suspension.</p>
<b>Issuer</b>	<p>Means _____, an FDIC-insured member institution, and its successors and assigns.</p>
<b>Limit(s)</b>	<p>The monetary limits that apply to the usage of the Bilderlings US, e-Wallet Account which (a) are identified in Section 8 “Limits” or (b) are included in the Bilderlings US, e-Wallet Account Center for certain features.</p>
<b>Mobile App</b>	<p>A software application that runs on a smartphone, tablet or other portable device. This application allows you to obtain access to the Bilderlings US, e-Wallet Account Center. Not all of the functionality or features of the Website may be available on the Mobile App.</p>
<b>Non-Wallet Currency</b>	<p>A currency that is not one of the Currency Wallet currencies. For clarity, you can use your Card to pay in Non-Wallet Currencies, but you will not have the ability to hold funds in Non-Wallet Currencies.</p>
<b>Personal Identification Number (PIN)</b>	<p>A four (4) digit personal identification number that you set and which must be used to undertake certain Transactions and inquiries using your Card or the Bilderlings US, e-Wallet Account.</p>
<b>Physical Card</b>	<p>Means the physical payment Card that is linked to your Bilderlings US, e-Wallet Account and is issued to you upon your completion of the registration requirements.</p>
<b>Preferred Load Wallet</b>	<p>The Currency Wallet which receives the funds when you perform a Deposit. By default the Preferred Load Wallet is set to the Home Currency Wallet (USD). We may enable you to select a different Currency Wallet. In this case, if you select a Foreign Currency Wallet as your Preferred Load Wallet, then a real time exchange, at the Applicable Exchange Rate, will be performed at the time the Deposit is credited to the Bilderlings US, e-Wallet Account.</p>



<b>Transaction Activity</b>	<p>Means the following subset of transactions: any purchase transaction, Deposit, ATM transaction, ATM balance inquiry, account to Deposit transfer, or a transfer of funds between Currency Wallets initiated by the Cardholder through the Mobile App or Website (as opposed to an Auto Wallet Transfer). If you do not perform any of these transactions, during the specific time established in section 11 “INACTIVE OR DORMANT ACCOUNTS” an Inactivity Fee will be assessed.</p> <p>Debit or credit activity initiated by us, including the assessment of Fees or currency transactions to enable the collection of such Fees do not constitute Transaction Activity.</p>
<b>Virtual Card</b>	<p>A non-physical debit Card that can be viewed on the Bilderlings US, e-Wallet Account Center and contains a 16-digit prepaid card number, an expiration date; and a CVV2 Number that are different from those of your Physical Card.</p>
<b>We, us, our</b>	<p>Refers to the Issuer, its successors, affiliates, assignees or agents.</p>
<b>Website</b>	<p>bilderlings.com and any additional or replacement website we notify you as the website for the purposes of these Terms and Conditions from time to time.</p>
<b>you, your</b>	<p>Refers to you, the physical person or corporate entity who has requested or has been issued with the Bilderlings US, e-Wallet Account or a Card.</p>

## Schedule A. Fee Schedule for Individual Customers

Document verification fee for opening an account	free of charge
Active Current Account maintenance (per month) (applied starting from the date of the first account activity, but in any case will be charged at the beginning of the fourth month after the account opening date)	free of charge
Inactivity fee (applicable if <2 outgoing non-internal payments made. Waived if during the first 2 calendar months there were no payments, the fee is applied starting from the third month)	free of charge
Onboarding with the manager's assistance	\$20.00

### INCOMING PAYMENTS

Incoming transfers to a Client Current Account	free of charge
Funds transfer between Bilderlings accounts	free of charge
Uploading funds to a Client Current Account by Client's payment card	3.00% of the amount

### OUTGOING PAYMENTS

#### Transfers in EUR within the EEA

Standard (by 13.00 GMT)

– up to € 50 000	€ 0.35
– over € 50 000	€ 25.00
– over € 300 000	€ 45.00

If the correspondent and/or recipient banks are not SEPA participants, an additional commission fee for the transfer (if it is charged by a correspondent and/or recipient bank) is deducted from the client.

#### Transfers in EUR outside the EEA (SHA) (transfers are conducted subject to eligibility criteria for payments outside the EEA)

Standard (by 13.00 GMT)

– up to € 50 000	€ 35.00 - 100.00
– over € 50 000	€ 90.00 - 200.00

#### Transfers in USD, GBP, CNY (SHA) (transfers are conducted subject to eligibility criteria for payments outside the EEA)

##### USD

Standard (by 13.00 GMT)

– up to \$ 50 000	\$ 35.00 - 100.00
– over \$ 50 000	\$ 90.00 - 200.00

##### GBP

Max.amount £ 250 000 per payment (by 13.00 GMT)

– up to £ 5 000	€ 2.00
– £ 5 001 - 100 000	€ 3.00
– £ 100 001 - 250 000	€ 8.00

##### CNY

Standard (by 13.00 GMT)

– up to € 50 000	€ 35.00
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– over € 50 000

€ 90.00

**Other freely-convertible currencies (SHA) (transfers are conducted subject to eligibility criteria for payments outside the EEA)**

Standard (by 13.00 GMT)	
– up to \$ 50 000	\$ 35.00 - 100.00
– over \$ 50 000	\$ 90.00 - 200.00

**PHYSICAL CARDS**

Card issuing	\$ 15.00
Priority post delivery	\$ 5.00
Courier delivery	\$ 35.00
Change of card delivery address or delivery type	\$ 5.00
Monthly fee	\$ 2.00
Commission fee for conversion (in case card account has another currency than transaction currency)	3.00% of transaction amount
Commission fee for goods and services purchase	0.00% of purchase amount
Cash withdrawal	2.00% of the amount with- drawn (min. € 2.50)
Card reissue (if lost, stolen, blocked)	the same as for a new card
Fee for SMS (PIN code delivery)	\$ 0.50
Chargeback processing fee	\$ 35.00
Transaction document request	\$ 10.00
Balance inquiry fee	\$ 0.30

**VIRTUAL CARDS**

	EUR	GBP	USD
First virtual card issuing	free	free	free
Any subsequent virtual card issuing	€ 2.00	£ 2.00	\$ 2.00
Virtual card monthly fee for one card	free	free	free
Any subsequent virtual card monthly fee	€ 2.00	£ 2.00	\$ 2.00
Commission fee for conversion (in case virtual card account has another currency than transaction currency)	3.00% of transaction amount		
Commission fee for goods and services purchase with virtual card	0.00% of purchase amount		
Fee for SMS (PIN code delivery)	€ 0.50	£ 0.50	\$ 0.50
Chargeback processing fee	€ 35.00	£ 35.00	\$ 35.00
Transaction document request	€ 10.00	£ 10.00	\$ 10.00
Cash withdrawal ATM	2% (min € 2.50)	2% (min £ 2.50)	2% (min \$ 2.50)
Balance inquiry fee	€ 0.30	£ 0.30	\$ 0.30

**OTHER SERVICES**

Fee for holding funds on a Current Account following termination of business relations with the client (per month)	5.00% of amount held (min. \$ 500.00, but not exceeding the existing account balance)
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Currency exchange fee within business hours (Mo-Fr 06.00-15.00 GMT) - all currencies supported by Bilderlings	0.50% of amount exchanged
Closing a Current Account	free of charge
Escrow account opening	0.50% of agreement amount
Escrow account opening agreement renewal or making changes to the terms of the agreement (except for amount-altering changes) — for each change	\$ 100.00
Updates to the client's file	\$ 10.00
Commission fee for failing to provide the full extent of information and documentation by the deadline specified in the request	\$ 1000.00
Reference letter	\$ 65.00
Supplying information for auditors	\$ 195.00
Closed account reference	\$ 10.00
Sending documents to clients	\$ 100.00
Correction/investigation/cancellation/repayment of funds of a payment order	\$ 75.00-200.00
Fee for unscheduled due diligence of an incoming/outgoing payment for the client per transaction	0.50% of transaction amount (min. \$ 100.00)
International format for verifying a payment order (SWIFT or SEPA document copy)	\$ 5.00
Additional fee for Express payment (by 14.00 GMT, execution within 2 hours)	\$ 30.00

## Schedule B. Fee Schedule for Corporates

Online document verification for opening an account	free of charge
Document verification for opening an account with the manager's assistance	\$ 150.00
Surcharge for document verification <sup>1</sup>	\$ 1000.00
Active Current Account maintenance (per month) (applied starting from the date of the first account activity, but in any case will be charged at the beginning of the fourth month after the account opening date)	\$ 20.00
Urgent document revision for opening an account	\$ 500.00
Inactivity fee (applicable if <2 outgoing non-internal payments made. Waived if during the first 2 calendar months there were no payments, the fee is applied starting from the third month)	free of charge
<b>INCOMING PAYMENTS<sup>2</sup></b>	
Incoming transfers to a Client Current Account	free of charge
Funds transfer between Bilderlings accounts	free of charge
Uploading funds to a Client Current Account by Client's payment card	3.00% of the amount
<b>OUTGOING PAYMENTS<sup>2</sup></b>	
<b>Transfers in EUR within the EEA</b>	
Standard (by 13.00 GMT)	
– up to € 50 000	€ 0.35
– over € 50 000	€ 25.00
– over € 300 000	€ 100.00
If the correspondent and/or recipient banks are not SEPA participants, an additional commission fee for the transfer (if it is charged by a correspondent and/or recipient bank) is deducted from the client.	
<b>Transfers in EUR outside the EEA (SHA) (transfers are conducted subject to eligibility criteria for payments outside the EEA)</b>	
Standard (by 13.00 GMT)	
– up to € 50 000	€ 75.00 - 100.00
– over € 50 000	€ 90.00 - 200.00
<b>Transfers in USD, GBP, CNY (SHA) (transfers are conducted subject to eligibility criteria for payments outside the EEA)</b>	
<b>USD</b>	
Standard (by 13.00 GMT)	
– up to \$ 50 000	\$ 75.00 - 100.00
– over \$ 50 000	\$ 90.00 - 200.00
<b>GBP</b>	
Max.amount £ 250 000 per payment (by 13.00 GMT)	
– up to £ 5 000	€ 2.00
– £ 5 001 - 100 000	€ 3.00
– £ 100 001 - 250 000	€ 8.00
<b>CNY</b>	



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Standard (by 13.00 GMT)

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– up to € 50 000	€ 35.00
– over € 50 000	€ 90.00

### Other freely-convertible currencies (SHA) (transfers are subject to eligibility criteria for payments outside the EEA)

Standard (by 13.00 GMT)

– up to € 50 000	€ 75.00 - 100.00
– over € 50 000	€ 90.00 - 200.00

### PHYSICAL CARDS

First card issuing	included in the Document verification for opening an account fee
New card issuing	\$ 50.00
Priority post delivery	\$ 5.00
Courier delivery <sup>4</sup>	\$ 35.00
Change of card delivery address or delivery type	\$ 5.00
Monthly fee	\$ 10.00
Commission fee for conversion (in case card account has another currency than transaction currency)	3.00% of transaction amount
Commission fee for goods and services purchase	0.00% of purchase amount
Cash withdrawal	2.00% of amount withdrawn (min. \$ 2.50)
Card reissue (if lost, stolen, blocked)	the same as for a new card
Fee for SMS (PIN code delivery)	\$ 0.50
Chargeback processing fee	\$ 35.00
Transaction document request	\$ 10.00
Balance inquiry fee	\$ 0.30

### VIRTUAL CARDS

	EUR	GBP	USD
First virtual card issuing	free	free	free
Any subsequent virtual card issuing	free	free	free
Virtual card monthly fee for one card	free	free	free
Any subsequent virtual card monthly fee	free	free	free
Commission fee for conversion (in case virtual card account has another currency than transaction currency)	3.00% of transaction amount		
Commission fee for goods and services purchase with virtual card	0.00% of purchase amount		
Fee for SMS (PIN code delivery)	€ 0.50	£ 0.50	\$ 0.50
Chargeback processing fee	€ 35.00	£ 35.00	\$ 35.00
Transaction document request	€ 10.00	£ 10.00	\$ 10.00

Cash withdrawal ATM	2% (min € 2.50)	2% (min £ 2.50)	2% (min \$ 2.50)
Balance inquiry fee	€ 0.30	£ 0.30	\$ 0.30

## OTHER SERVICES

Fee for holding funds on a Current Account following termination of business relations with the client (per month)			5.00% of amount held (min. \$ 500.00, but not exceeding the existing account balance)
Currency exchange fee within business hours (Mo-Fr 06.00-15.00 GMT) - all currencies supported by Bilderlings			0.50% of amount exchanged
Closing a Current Account			free of charge
Escrow account opening			0.50% of agreement amount
Escrow account opening agreement renewal or making changes to the terms of the agreement (except for amount-altering changes) — for each change			\$ 100.00
Updates to the client's file:			
– Change of beneficial owners and authorised representatives			\$ 10.00
– other changes			\$ 10.00
Commission fee for failing to provide the full extent of information and documentation by the deadline specified in the request			\$ 1000.00
Reference letter			\$ 65.00
Supplying information for auditors			\$ 195.00
Closed account reference			\$ 10.00
Sending documents to clients			\$ 100.00
Correction/investigation/cancellation/repayment of funds of a payment order <sup>3</sup>			\$ 75.00-200.00
Fee for unscheduled due diligence of an incoming/outgoing payment for the client per transaction			0.50% of transaction amount (min. € 100.00)
International format for verifying a payment order (SWIFT or SEPA document copy)			\$ 5.00
Additional fee for Express payment (by 14.00 GMT, execution within 2 hours)			\$ 30.00

<sup>1</sup> Non Refundable surcharge shall be applied for document verification if the potential client structure involves three or more layers of ownership to identify the beneficial owner and/or if legal entities are acting as directors of the potential client – three or more layers of them AND/OR potential client and/or their partner(s) business involves types of goods (services) which due to their nature and/or geographical place of location and/or business conduct should be under enhanced monitoring.