

# Bilderlings US, Inc.

## User Agreement

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Effective Date: June 2, 2025

This User Agreement ("Agreement") is a contract between Bilderlings and you. The Agreement describes the terms and conditions that apply to your use of (i) the Services provided by Bilderlings through the website located at [www.Bilderlings.com](http://www.Bilderlings.com) and its subdomains, (ii) any mobile application(s) that we offer subject to this User Agreement (each, a "Mobile App"), and (iii) the services, content, and other resources available on or enabled via our website or Mobile Apps, (collectively, with our Mobile App and website, the "Service"). This Agreement applies to United States Bilderlings Accounts only.

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

**THIS AGREEMENT GOVERNS THE USE OF THE SERVICE AND APPLIES TO ALL USERS VISITING OR ACCESSING THE SERVICE. BY ACCESSING OR USING THE SERVICE IN ANY WAY, COMPLETING THE ACCOUNT REGISTRATION PROCESS, BROWSING THE WEBSITE, OR DOWNLOADING THE APPLICATION, YOU REPRESENT THAT: (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH BILDERLINGS; AND (3) YOU ARE NOT BARRED FROM USING THE SERVICE UNDER THE LAWS OF THE UNITED STATES, YOUR PLACE OF RESIDENCE, OR ANY OTHER APPLICABLE JURISDICTION. Do not use our Service if you do not agree to be bound by the terms in this Agreement. If, after opening a Bilderlings Account, you wish to terminate this Agreement, you can do so by closing your Bilderlings Account. THIS USER AGREEMENT ("AGREEMENT") CONTAINS A DISPUTE RESOLUTION AND BINDING ARBITRATION PROVISION, CLASS ACTION WAIVER OF YOUR RIGHT TO A JURY TRIAL, THAT AFFECT YOUR RIGHTS WITH RESPECT TO DISPUTES YOU MAY HAVE WITH BILDERLINGS AND ANY RELATED PARTIES. PLEASE CAREFULLY REVIEW SECTION 19 BELOW.**

Other Agreements and Policies you must follow. By using our Service, you are also accepting our (i) [Privacy Policy](#), (ii) [E-Sign Agreement](#), and (iii) [Cookie Policy](#).

**Using our Service.** In order to access the Service, you are required to register an account on the Service (a "Bilderlings Account"). To open a Bilderlings Account, you must provide us with your email address and create a password through either the Bilderlings website or the Mobile App. Pending the successful completion of any necessary steps we are required to take to verify your identity, you will then have access to your own Bilderlings Account where you can use our Service, review your account transaction history, and more. More information about how to create your Bilderlings Account is below.

Account Security. You can use the Service only for yourself. This means you can't create a Bilderlings Account or use the Service for another person, and you can't share your Bilderlings Account information, especially your Bilderlings Account password, with anyone else to allow them to use the Service for you. If you think someone else may have accessed your Bilderlings Account, you must notify us as soon as possible. Please also be aware that we will never ask for your Bilderlings Account password. For information about how we collect, store, and share your information, please see our [Privacy Policy](#).

How to contact us for complaints, disputes, or other issues. We hope you love using your Bilderlings Account and that the Service we provide to you always meet your expectations. If we don't meet your expectations, please contact us via email at [us-complaints@bilderlings.com](mailto:us-complaints@bilderlings.com) so we can try to work things out. If you would like to stop using our Service at any time, please close your account or contact us for assistance.

## **1. ABOUT THIS USER AGREEMENT**

- 1.1. About Us. We are Bilderlings US, Inc., also referred to as "Bilderlings", "Bilder", "we", "us", and "our" in this Agreement, a Delaware U.S.A corporation with headquarters in Easton, PA, together with its employees, directors, affiliates, successors, and assignees.
- 1.2. About You. When we say "you" and "your" in this Agreement, that means you as the Bilderlings Account holder and user of this Service.
- 1.3. Your Bilderlings Account. A Bilderlings Account is an account provided by Bilderlings that allows people residing in the United States to send money transfers to people in other countries and regions.
- 1.4. You accept and agree to the terms of this Agreement (including all Policies) when you:
  - 1.4.1. accept the electronic version of this Agreement when the option is presented to you, such as when you register for the Bilderlings' Service via our website or Mobile App; or
  - 1.4.2. start using or attempt to use our Service, including if you access, download and/or use any of the Service. In such circumstances, we will treat your use of our Service as your acceptance of this Agreement.
- 1.5. By accepting this Agreement, you consent and agree to comply with the following additional policies ("Policies"):
  - 1.5.1. [E-Sign Agreement](#)
  - 1.5.2. [Privacy Policy](#)
  - 1.5.3. [Cookie Policy](#)

1.6. Bilderlings reserved the right, at our sole discretion, to modify this Agreement or any of the Policies listed above, including changing, adding, or removing portions of this Agreement, at any time. We will provide you with 30-days' notice if our changes reduce your rights or increase your responsibilities under this Agreement. By continuing to use the Service after any changes to this Agreement become effective, you agree and accept the changes. You can review the most current version of the Agreement at any time on our website at <https://bilderlings.com/en-us/>. You agree that you shall not modify this Agreement and acknowledge that any attempts by you to modify this Agreement shall be void.

## **2. THE SERVICE**

2.1. The Service is a multicurrency online payments account that allows registered users to send international money transfers from the United States to Recipients in other countries served by Bilderlings. Bilderlings reserves the right to stop offering money transfers to any country at any time, on a temporary or permanent basis, without notice to you.

2.2. A "Sender" uses the service to send money and a "Recipient" receives money sent through the Service. A "Transaction" refers to an order from a Sender that instructs us to send money to a Recipient through the Service. The "Transaction Amount" is the amount that the Sender provides to Bilderlings for transmittal to the Recipient. Transactions may be conducted in currencies supported by Bilderlings. The "Payout Amount" is the amount paid out to the Recipient.

2.3. A "Receiver" is a registered user who receives funds through the Service. An "Incoming Transfer" refers to funds sent to a registered user from an external sender using supported transfer methods. Bilderlings reserves the right to limit the availability of incoming transfers, including but not limited to the types of funds accepted, the sending country, the amount, and the currency. Incoming transfers are subject to compliance checks, sanctions screening, and applicable transaction limits. Bilderlings may reject or delay any incoming transfer that raises compliance concerns or violates applicable laws. Funds from incoming transfers will be credited to the Receiver's Bilderlings account, less any applicable fees or charges, and will be available for use in accordance with Bilderlings' policies and applicable laws. Bilderlings is not responsible for any delays or errors caused by external senders, intermediary banks, or other third parties involved in the transfer process. By using the Service to receive incoming funds, you represent and warrant that you are authorized to receive the funds and that the funds do not violate any applicable laws, including anti-money laundering or sanctions regulations.

2.4. Bilderlings US, Inc. is a licensed money transmitter in the United States. Additional information regarding Bilderlings' money transmission licenses can be found on the state licenses page of our website. Bilderlings US, Inc. is not licensed to provide the Service

outside of the United States of America. As a result, the Service may not be available for use in Countries other than the United States.

### **3. GETTING STARTED AND USING OUR SERVICE**

3.1. Account Creation. To use the Service, you are required to create a Bilderlings Account. To create a Bilderlings Account and use the Service you may be required to provide us with information about yourself, including but not limited to your name, address, email address, phone number, street address, zip code, date of birth, social security number, or a form of government-issued form of identity. Your Bilderlings Account allows us to record certain information about you, as explained in our [Privacy Policy](#).

3.2. To create a Bilderlings Account, you are responsible for and you must:

3.2.1. Provide us with complete, accurate, and truthful information as requested by us. The information you provide will also be used by us to determine if you are eligible to use our Service;

3.2.2. Create security credentials, such as a password or personal identification number, that Bilderlings deems necessary (“Security Credentials”)

3.2.3. When appropriate for making payment through the Service, you must also provide us with information about your payment instruments such as your bank account, debit or credit card (each individually and collectively “Payment Instruments”). When you provide us information about your Payment Instrument for the purpose of using the Service, you consent to Bilderlings storing that information on file for use for funds transfers. In addition, you represent and warrant that:

- the Payment Instrument is valid, has not expired, and is otherwise in good standing
- you are an authorized and lawful user of the Payment Instrument(s); and
- each Transaction that you request through the Service complies with this Agreement and applicable laws, regulations, and rules; and
- carry out any other action which we, or our third-party Service Providers, may reasonably require for you to access and use the Service.

3.2.4. Security of Your Bilderlings Account. You are solely responsible for safeguarding your Security Credentials. You will immediately notify us of any unauthorized use of your password or Bilderlings Account or any other security breach by contacting us.

3.2.5. You must use our Service only for the type of account you have registered—personal or business—and strictly for the purposes permitted under this Agreement. You must not create a Bilderlings Account, nor submit a Transaction, on behalf of any other person or entity unless expressly authorized. For personal accounts, our Service is intended solely for individual use for personal, family, or household purposes. For business accounts, our Service may only be used for legitimate business purposes directly related to your registered business. Any use of the Service beyond these stated purposes, or in a manner inconsistent with your account type, constitutes a breach of this Agreement. We reserve the right to terminate your Bilderlings Account, suspend or stop providing our Service to you, or otherwise restrict your access at any time without liability to you.

#### 4. ELIGIBILITY REQUIREMENTS TO USE OUR SERVICE

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

4.2. **Residency.** To utilize the Bilderlings services, you must meet the following residency requirements:

4.2.1. **Personal Accounts:** You must be a legal resident of the United States and located in a state where we hold a money transmitter licence, or a resident of another country serviced by Bilderlings and meet the local eligibility requirements to become a Bilderlings customer.

4.2.2. **Business Accounts:** Your business must be legally registered in the United States and located in a state where we hold a money transmission license, or legally registered in another jurisdiction where Bilderlings services are offered and meet the local eligibility requirements to become a Bilderlings customer.

- Unregistered businesses, such as proprietorships must have a business owner or representative physically located in the US
- All businesses must provide the name and address of the physical location where the majority of your business activity is carried out (PO Boxes are not accepted)

Bilderlings will verify your legal entity name, legal entity type (such as Sole Proprietor or LLC), EIN, SSN (or ITIN), and business address. We may ask you to provide official documentation to help us verify these details. We reserve the right to request documentation to verify your residency status, such as government-issued identification or proof of address. If you relocate to a country where Bilderlings' services are not

available, you must notify us immediately. Continued use of our services in unsupported regions may result in account suspension or termination.

PLEASE NOTE THAT DEPENDING ON CASE BY CASE THERE MAY APPLY ADDITIONAL ELIGIBILITY REQUIREMENTS.

- 4.3. **Multiple Accounts.** You may only open and maintain one personal account and/or one business account with us unless we have provided prior written approval for additional accounts. You will have only one profile (wallet) with Bilderlings for personal account and one for business account. You may open several accounts for different purposes, however they will be associated with your profile (wallet). We reserve the right, in our sole discretion, to limit the number of accounts that may be held by an individual, business, household, or associated entities. You must not create or attempt to create multiple accounts to bypass restrictions, exceed transaction limits, obtain promotional benefits, or otherwise exploit our systems. Any such activity constitutes a breach of this Agreement and may result in the suspension, restriction, or termination of your account(s), as well as reversal of any transactions or rewards obtained in violation of this policy. We may consolidate information across accounts held by the same user or associated entities (including shared contact details, IP addresses, payment instruments, or business registrations) for compliance, risk management, and fraud prevention purposes. If you require more than one account for legitimate, distinct purposes (e.g., separate legal entities or different business lines), you must obtain our written consent in advance. We reserve the right to request supporting documentation and may decline additional account requests at our discretion.

## **5. VERIFYING YOUR IDENTITY**

- 5.1. **General.** As required by state and federal law, and to keep our system safe, we are required to verify your identity and keep certain information that you provide to us, consistent with our Privacy Policy.
- 5.2. **Customer Identification Requirements.** To comply with obligations of applicable anti-money laundering and counter-terrorism financing laws, we may be required to obtain, verify, and record identifying information about you and transactions conducted in your account. To comply with our legal and regulatory obligations, we may require that you provide us with nonpublic, personal, identifying, confidential information. We may also lawfully obtain information about you from other sources.
- 5.3. **Authorization.** You authorize us to make any inquiries, to you or to others, that we determine are reasonably necessary to validate the information that you provide to us. We reserve the right to request additional information from you to verify your identity against third-party databases or through other sources, and to require you to take steps

to confirm ownership of your email address or Payment Instrument.

## **6. SENDING A TRANSACTION**

- 6.1. **General.** Using your Bilderlings Account, you can send and receive money, make payments to individuals or businesses, and access additional financial services we may offer from time to time. You may initiate a transfer by providing us with required information about yourself and the intended recipient. Funds may be sent to recipients even if they do not have a Bilderlings Account, provided that they can receive funds through one of the available delivery methods (e.g., bank deposit, mobile wallet, or card crediting). Recipients may be individuals or legal entities, and we may, at our discretion, expand available payment routes, supported currencies, or permitted use cases as our Service evolves.
- 6.2. **Processing Your Transactions.** By submitting a Transaction, you authorize us to act on your instruction to process that Transaction using the Payment Instrument you provide. In order to initiate a Transaction through your Bilderlings Account, you must fund your account via a wire transfer and ensure all wire transfer details provided are accurate and complete. We may accept or decline your Transaction request at our discretion and are not obligated to process any Transaction that violates this Agreement, applicable laws, or our internal risk, compliance, or fraud prevention policies. We reserve the right to delay, suspend, or cancel any Transaction if we reasonably suspect fraud, illegal activity, or a violation of this Agreement. Also We will delay, suspend or cancel the Transaction if we will not be able to conduct all verification checks as well as other steps to comply with our legal and regulatory obligations. You acknowledge that submission of a Transaction does not guarantee processing, and we are not liable for any resulting losses unless caused by our negligence or misconduct.
- 6.3. **Bilderlings' Liability.** When you send a Transaction through our Service, it is your responsibility to make sure that all the Transaction details are complete, accurate, and correct (including, without limitation, the Recipient's information and the Recipient's banking or other account details) as we may not be able to let you change the details of your Transaction once it is submitted to us for processing. To the extent allowed by law, you agree to be bound by all payment instructions or Transactions that are initiated through the Service from your Bilderlings Account. You must make sure that all payment instructions for your Transactions are correct and accurate.

You are solely responsible for entering the correct information for the Recipient to whom you are sending money. Subject to applicable law, you, not Bilderlings, are responsible for any amounts that are transferred to the incorrect person because you entered incorrect information related to the Recipient for a Transaction.

Subject to limitations under applicable law, Bilderlings shall not be liable for a failure to complete Transactions in the following circumstances:

6.3.1. your payment instructions contain inaccurate instructions, mistakes, or insufficient information; or

6.3.2. your chosen Payment Instrument does not have sufficient funds to pay for a Transaction you initiate through the Service.

## **7. PAYING FOR THE SERVICE**

7.1. Our Service Fee. In consideration for providing you with our Service, you agree to pay us a service fee (a "Service Fee") for each Transaction you submit, in addition to the Transaction Amount. Details on the discrete Service Fee amount related to a specific Transaction will be made available to you in our Mobile App or website before you give us your consent to execute your Transaction. Payment in US dollars is due and payable by you to us at the time the Transaction is submitted for processing. All Services Fees are available at our website. Service Fees may vary based on Recipient country and other factors and are subject to change.

7.2. Other Charges. We are not responsible for fees that may be imposed by financial institutions associated with your Payment Instruments. For example, some credit card issuers may treat the use of your credit card to use the Service as a "cash advance" and may impose additional fees and interest costs for the transaction. Bilderlings is not responsible for any non-sufficient funds fees ("NSF Fees"), chargeback fees, or other, similar charges that might be imposed on you by your bank, credit card issuer, or other provider. If you submit a Transaction that results in Bilderlings being charged a fee or another amount because of your Payment Instrument not being used in an authorized manner, or with insufficient funds or credit, we will notify you of the fee we were charged, and you agree to pay us the equivalent amount.

7.3. Foreign Currency Exchange. We and our Service Providers (defined below) may make money when you pay for a Transaction in one currency and the Transaction is paid out in another currency because of the difference between the exchange rate at which we buy foreign currency and the exchange rate provided to you at the time of your Transaction. Exchange rates may vary based on the recipient country and other factors and are subject to change. If a foreign currency exchange rate applies to a Transaction that you request, it will be disclosed to you before you authorize the Transaction.

7.4. Third-Party Fees and Charges. When you use our Service, other third parties may level fees, costs, or other liabilities against you. These third-parties may include your bank, card issuer, phone provider, or internet service provider. For example, your phone and/or internet service provider may charge you fees relating to data or messaging services. You

(and not Bilderlings) are responsible for any fees, charges, costs, and/or expenses charged by such third parties in connection with your use of our Service. Please check your agreements with these third-party providers for details on any of these additional costs.

## **8. RECEIVING A REMITTANCE**

- 8.1. Service Providers. We work with banks and other third-party outlets (each, a "Service Provider") to make funds available to Recipients.
- 8.2. Verification of Recipients. Recipients may be required to provide information, such as a valid identification, to verify their identities to our Service Providers before receiving funds. Recipients may also be required to provide a reference number or another similar identifier associated with the applicable Transactions.

## **9. IMPORTANT SERVICE RESTRICTIONS**

- 9.1. Our Right to Limit Your Use of Our Service. In addition to the limitations described elsewhere in this Agreement, we may refuse to process any Transaction in our sole discretion where we have a reasonable belief or a reasonable basis to believe, that it is necessary to protect you and/or us or when it is otherwise required so that we may comply with legal or regulatory requirements. You agree that we may also limit the amount to be transferred, either on a per transaction or aggregated basis. These limits may be imposed on individual Bilderlings Accounts or specific Payment Instruments in your Bilderlings Account. We also reserve the right at any time to modify or discontinue all or any part of the Service.
- 9.2. Delays. We have the sole discretion to delay your Transaction, in accordance with applicable law, to verify your identity, validate your Payment Instrument, manage our financial risk, or if we believe that the Transaction may involve fraud or that a crime or violation of law, rule, or regulation has occurred, is occurring, or may occur. If we have delayed or failed to make the funds available to the Recipient in breach of applicable regulations, you may be entitled to a refund.
- 9.3. Transfer Speed. Any information we provide regarding transfer speeds—whether displayed on our website, in the Mobile App, or during the transaction process—is an estimate based on a range of factors, including your selected payment and delivery methods, transaction amount, destination country, currency, our internal processing times, and the operational hours and availability of our banking partners and service providers. While we aim to deliver funds as quickly as possible, actual delivery times may vary due to factors beyond our control, such as payment network delays, compliance reviews, or required identity or security verifications. We will inform you of an estimated

delivery timeframe before you confirm your Transaction, and we will include that estimate in your transaction receipt. In some cases, we may provide an expected delivery date and time. However, this is not a guaranteed delivery window. You acknowledge that delays may occur and agree that we are not liable for any loss resulting from a delay, except where such delay is directly caused by our negligence or failure to act with reasonable care.

- 9.4. Commercial Transactions. We are not responsible for the quality or delivery of goods or services for which you pay a Recipient by using the Service. You accept that using the Service to transfer funds for payments for goods and services is at your own risk.
- 9.5. Ineligibility. To comply with applicable laws and regulations, we may refuse Transactions from certain Senders and to certain Recipients that are included on the Specially Designated Nationals and Blocked Persons list, Non-Cooperative Countries and Territories list, and such other lists as issued by different government agencies.
- 9.6. No Changes. We generally do not let you change the details of your Transaction once it is submitted to us for processing. It is your responsibility to make sure your Transaction details are accurate. Pursuant to Section 6.5 and other Sections of this Agreement, you, and not Bilderlings, shall be responsible for any incorrect information or mistakes that you make when entering information about the Recipient for a Transaction. Nothing in this Agreement, however, shall be construed to limit your rights with respect to canceling Transactions or asserting an error with respect to a Transaction under applicable law.
- 9.7. Prohibited Activities. In connection with your use of our website or the Service, or in the course of your interactions with Bilderlings, we treat the following as Prohibited Activities, (each, a "Prohibited Activity") and you will not:
  - 9.7.1. breach this Agreement, or any other agreement between you and Bilderlings;
  - 9.7.2. use our Service for any illegal purposes or in breach of any applicable law which impacts us or your use of the Service (including but not limited to fraud, the funding of terrorist organizations, and/or money laundering);
  - 9.7.3. use the Service for any of the following: sexually-oriented materials or services, gambling activities, fraud, money-laundering, the funding of terrorist organizations, or the purchase or sale of tobacco, tobacco related paraphernalia, firearms, prescription drugs, or other controlled substances;
  - 9.7.4. provide material false, inaccurate, or misleading information (including, without limitation, any information as part of our Bilderlings Account creation process and/or the information we request from you to execute a Transaction);

- 9.7.5. refuse to cooperate in any investigation or provide us with further information or confirmation about you, your identity, or your use of our Service that we may request;
  - 9.7.6. use an anonymizing proxy;
  - 9.7.7. provide yourself a cash advance from your credit card (or help others to do so);
  - 9.7.8. attempt to obtain more funds than you are entitled during a dispute by receiving or attempting to receive a refund or other repayment of funds for the same Transaction from us, another user of our Service, bank, or your debit or credit card issuer; or
  - 9.7.9. use any robot, spider, scraper, automatic device, or manual process to monitor or copy our website or app or otherwise display, use, copy, or modify the Bilderlings Intellectual Property in any manner.
- 9.8. Bilderlings, in its sole discretion, reserves the right to take the following actions if you engage in any Prohibited Activity, or if we believe that you may have engaged in a Prohibited Activity:
- 9.8.1. delay, reverse, cancel, decline, or refuse to process the Transaction and/or amend the Transaction information (or take such similar action via other payment Service Providers);
  - 9.8.2. close or suspend your Bilderlings Account, temporarily or permanently suspend your use of any particular Payment Instrument for our Service, and/or restrict your use of our Service, in whole or part, including not providing you with Service in the future;
  - 9.8.3. edit, modify, or refuse to post any content and/or refuse to carry out any payment instruction or data transfer associated with any Prohibited Activity; and/or
  - 9.8.4. report the Transaction and any other relevant information about you and your use of the Service to our financial institution partners, a regulator, the police or other law enforcement agency, and/or government department or agency.
- 9.9. If we suspend, refuse to carry out a payment instruction, and/or otherwise restrict your use of our Service, we will, if permitted by law, attempt to notify you, by electronic or other means.

## **10. COUNTRY SPECIFIC TERMS**

- 10.1. Transactions to Europe. If you send money to Europe using our Service, we may process your transaction through a licensed European entity that is authorized to operate in the relevant jurisdiction. In such cases:
- 10.1.1. The transaction will be governed by the terms and conditions of that European entity, including its privacy policies, transaction limits, and regulatory obligations.
  - 10.1.2. The European entity will be considered the service provider for the portion of the transaction carried out in Europe, and will be responsible for compliance with all applicable European laws and regulations.
  - 10.1.3. By initiating a transaction to Europe through our Service, you acknowledge and agree to the application of the European entity's terms and conditions to your transaction.
  - 10.1.4. We will continue to provide support and assistance for your transaction, but the legal relationship for the European portion of the transfer may be between you and the European entity.

## **11. COMMUNICATIONS AND DEVICES**

- 11.1. To send a Transaction through your Bilderlings Account, you will be required to provide Bilderlings with a mobile phone number and an email address. By using the Service, you represent that you are the owner of the email address and the mobile phone number.
- 11.2. When you provide us with your mobile phone number or email address, you consent to receiving transaction and account-related calls or text (SMS) messages and push notifications from us regarding your Bilderlings Account or Bilderlings Transactions. We may contact you via call or text for any purpose consistent with the terms of this Agreement and our Privacy Notice, including but not limited to Transaction receipts, and notifications regarding updates to your account. Standard message and data rates may apply based on your contract with your mobile carrier.
- 11.3. It is important, and you are required, to keep your email and phone number up to date in your Bilderlings Account. You should also check your email on a regular basis for messages from Bilderlings to ensure that you do not miss any emails about your Transactions or our Service. Bilderlings shall not be liable for any loss or other consequences if you do not regularly check your email.

## 12. ERROR RESOLUTION, CANCELLATIONS AND REFUNDS

12.1. Error Resolution. You have a right to dispute errors in your Transaction. If you believe that an error has occurred with your Transaction or you are dissatisfied with the Service. For Bilderlings' Error Resolution and Cancellation Notice, [click here](#).

12.2. You must contact us within 180 days of the date that you submit your Transaction by:

12.2.1. sending us an email to: [us-compliants@bilderlings.com](mailto:us-compliants@bilderlings.com), or

12.2.2. mailing us at: Bilderlings US, Inc., Attn: 150 Alhambra Circle, 10th Floor, Coral Gables, Florida 33134

12.3. Cancellations. You may request to cancel a Transaction at any time before the funds have been debited from your account. Once the funds have been debited, you may still submit a cancellation request, and we will make reasonable efforts to determine whether the Transaction is still eligible for cancellation. This may involve contacting our banking partners, service providers, or other intermediaries to confirm the status of the Transaction.

Our ability to cancel a Transaction depends on several factors, including, but not limited to the payment method used, delivery method selected, destination country, and the timing of your cancellation request. If cancellation is possible and the funds are returned to us, we will refund the Transaction Amount, along with any applicable taxes and Service Fees that were charged. However, if the transaction has already been completed or is otherwise irreversible due to the nature of the payment channel, we will be unable to cancel or refund the Transaction unless required by applicable law or otherwise permitted under the terms of this Agreement.

We are not responsible for failed cancellation requests if the Transaction has already been fulfilled, cannot be reversed by our partners, or is subject to final settlement in the payment system. Refunds, if applicable, will be processed within a reasonable period following confirmation of the cancellation.

12.4. Undeliverable Transactions. We may determine, or our Partners may notify us that, your Transaction cannot be completed due to a mistake you made or issue with the information you provided to us. In such cases, we will notify you that your transaction could not be completed and ask you to amend the information you provided to us and submit the Transaction again. We reserve the right to cancel your Transaction if you fail to take action to correct the mistake or issue with the Transaction within 72 hours. If we cancel your Transaction because you fail to take action to correct the mistake or issue, we will refund the full Transaction Amount, taxes that you paid as part of the Transaction.

Service fees will not be refunded.

12.5. Refunds. Please refer to the Bilderlings [Refunds, Errors, and Cancellation Policy](#) for detailed information and the circumstances under which refunds of the Transaction Amount, applicable taxes, and Service Fees may apply.

12.5.1. All refunds will be credited to the same Payment Instrument used for the original Transaction, in the same currency as the Transaction.

12.5.2. Refunds will not be adjusted to reflect changes in exchange rates or currency values that may have occurred after the original Transaction was submitted.

12.5.3. If the original Payment Instrument is no longer valid and we cannot reach a mutually acceptable solution, your refund may be delayed until we are able to process it in a commercially reasonable manner.

If, for any reason not covered under our Error Resolution and Cancellation Notice or Section 12.4 of this Agreement, you are not satisfied with our Service for a particular Transaction, you may contact us to request a refund of the Service Fees for that Transaction.

### **13. STATE-SPECIFIC REFUND RIGHTS AND COMPLAINT PROCEDURES**

13.1. Please note that residents of certain jurisdictions may have certain refund rights and complaint procedures under state money transmission laws, in addition to rights under federal law, as described in this section. Information on state-specific refund rights and complaint procedures can be found [here](#).

13.1.1. Texas. As a Sender located in the state of Texas, you are entitled to cancel a transaction, and receive an immediate refund of all money charged for the remittance, including any fees paid to Bilderlings, within thirty minutes of receiving a receipt, unless the intended recipient of the transaction has received the funds or its equivalent.

13.2. State-specific Complaints. Although we encourage you to share with us any concerns or questions you may have about our Service, including your Bilderlings Account or a specific Transaction, you may also want to contact the money transmitter licensing authority in your state. Information about how best to do that can be found [here](#).

## 14. TERM AND TERMINATION

14.1. Duration of This Agreement. This Agreement starts at the time you provide your acceptance to the Agreement, as described in the preamble. The Agreement shall stay in effect until terminated in accordance with the terms of this Agreement.

14.2. Termination By You (the User). You may terminate this Agreement at any time directly through the App or by contacting us by emailing: [us-help@bilderlings.com](mailto:us-help@bilderlings.com). Closing your account will not affect any completed transactions, fees incurred, or obligations accrued prior to the effective date of termination.

14.3. Termination by Bilderlings. Bilderlings reserves the right to suspend, restrict, or terminate your access to the Service, or to close your account, at any time, with or without cause, by providing notice to you as set forth in this Agreement. Notice may be provided by email, in-app notification, or any other method permitted under this Agreement.

Termination may occur under the following circumstances, among others: if we reasonably believe you have violated this Agreement or any applicable laws or regulations; if we determine, in our sole discretion, that your account or activities present a risk of fraud, money laundering, sanctions violation, or other illegal activity; if you engage in prohibited or high-risk activities, or we identify adverse information during ongoing due-diligence; if we are required to do so by law, regulation, or the request of a government or regulatory authority; if we discontinue the Service or your specific use of the Service for business, legal, or operational reasons.

14.4. Effect of Termination. Upon termination of this Agreement:

14.4.1. Any rights granted to you under this Agreement will immediately cease.

14.4.2. We will promptly process any pending transactions and return any remaining funds in your account (after deducting applicable fees and liabilities) to your designated payment method or as otherwise agreed.

14.4.3. We may retain certain information and documentation to comply with legal and regulatory requirements.

14.4.4. Termination does not affect your liability for any fees, costs, or obligations incurred before termination.

14.5. Survival. Sections of this Agreement that by their nature should survive (including but not limited to sections on indemnification, limitation of liability, dispute resolution, and governing law) will continue in effect after termination.

## **15. LICENSES; BILDERINGS' INTELLECTUAL PROPERTY**

- 15.1. Access to the Service. You are hereby granted the right to access and use the Service, which is always subject to this Agreement.
- 15.2. Application License. Subject to your compliance with this Agreement, Bilderlings grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Mobile App on a device that you own or control and to run such copy of the Mobile App solely for your own internal purposes.
- 15.3. Ownership. You acknowledge that the Service, including the content of this website, text, graphics, logos, and images, as well as all other Bilderlings copyrights, trademarks, logos, and product and service names are owned exclusively by Bilderlings, Inc. (the "Bilderlings Intellectual Property").
- 15.4. Use. You agree not to display, use, copy, or modify the Bilderlings Intellectual Property in any manner. You are authorized solely to view and retain a copy of the pages of this website for your own personal, non-commercial use. You further agree not to: (i) use any robot, spider, scraper or other automated device to access the Service; (ii) remove or alter any author, trademark or other proprietary notice or legend displayed on this website (or printed pages thereof); or (iii) infringe Bilderlings's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.
- 15.5. Feedback. If you provide us with any suggestions, feedback, reviews or input ("Customer Input") related to our Service, we will own all right, title and interest in and to the Customer Input, even if you have designated the Customer Input as confidential. We will be entitled to use the Customer Input without restriction, including for marketing or business purposes. You assign to us all right, title and interest in and to the Customer Input and agree to provide us with any assistance we may require to document, perfect and maintain our rights in the Customer Input. For this purpose the word: "assign" is a legal term which means legally transferring the benefit, such as you legally transferring the benefit of the Customer Input to us.

## **16. DISCLAIMER; LIMITED WARRANTIES AND REMEDIES**

- 16.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. BILDERLINGS EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND

NON-INFRINGEMENT ARISING FROM USE OF THE SERVICE. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you if you reside in one of those jurisdictions. You may have a right to a refund or other remedies as expressly described in this Agreement or by applicable state or federal law. Consistent with federal law, if the Payout Amount is not available to the Recipient by the availability date shown on your Transaction receipt, you can use the error resolution process described in Section 12 above to notify us of the issue and you may be entitled to remedies under federal law including a refund of our Service Fee.

## **17. IDEMNITY**

17.1. Except to the extent otherwise provided by the Electronic Fund Transfer Act and Regulation E thereunder, 12 C.F.R. § 1005.1 et seq., you agree to indemnify and hold Bilderlings, Service Providers, and their respective subsidiaries, officers, agents, partners, and employees harmless from any Claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your use of the Service, your connection to the Service, your violation of this Agreement, or your violation of any rights of another.

## **18. LIMITATION OF LIABILITY**

18.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BILDERLINGS, SERVICE PROVIDERS, OR THEIR RESPECTIVE SUBSIDIARIES, OFFICERS, AGENTS, PARTNERS, OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES BEYOND THE SUM OF \$500.00 (IN ADDITION TO REFUNDING THE TRANSACTION AMOUNT AND SERVICE FEES), INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF BILDERLINGS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM NEGLIGENCE ON THE PART OF BILDERLINGS, DISBURSEMENT PARTNERS, OR THEIR RESPECTIVE SUBSIDIARIES, OFFICERS, AGENTS, PARTNERS, OR EMPLOYEES. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THE PRECEDING SENTENCE LIMITS THE MONETARY REMEDIES YOU ARE OTHERWISE ENTITLED TO UNDER 15 U.S.C. § 1693m(a).

## **19. DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE**

19.1. Disputes with Bilderlings. THIS SECTION AFFECTS YOUR RIGHTS, PLEASE READ CAREFULLY BEFORE AGREEING TO THIS AGREEMENT. As used in this Agreement, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you and Bilderlings relating to or arising out of this Agreement, and/or the activities or relationships that involve, lead to, or result from this Agreement.

If you believe you have a Claim against Bilderlings or Bilderlings believes it has a claim against you, you and Bilderlings both agree to discuss the Claim informally for a period of

sixty days (60) to explore whether resolution is possible. During this period, You and Bilderlings agree that any applicable statute of limitations shall be tolled. This sixty (60) day period shall commence by sending a Claim Notice, which should include a brief description of the alleged Claim and the facts and law supporting the alleged Claim to the other party. You agree that you shall send a notice to us at Attn: Legal, 150 Alhambra Circle, 10th Floor, Coral Gables, Florida 33134.

Should Bilderlings believe it has a Claim against You, Bilderlings will notify you of that Claim by sending you an email to the email address provided in the Profile section of your Bilderlings Account.

If you and Bilderlings are unable to resolve the alleged Claim within sixty (60) days of our receipt of a Claim Notice, the party asserting the Claim may then commence arbitration or a small-claims action as described below.

You and Bilderlings agree that sending a Claim Notice and engaging in the informal dispute processes discussed above is a prerequisite to commencing any arbitration or small-claims action. Failure to comply with the Claim Notice requirement is grounds for dismissal of any arbitration or small-claim action.

19.2. Agreement to Arbitrate. You And Bilderlings Agree That Any Claim Will Be Resolved By Individual, Binding Arbitration. You And Bilderlings Thereby Each Agree To Waive Any Right To A Jury Trial And Agree That You And We May Bring Claims Against Each Other Only In An Individual Capacity, And Not As A Plaintiff Or Class Member In Any Purported Class Or Representative Proceeding. The party pursuing arbitration will initiate such arbitration in [JAMS](#), an established alternative dispute resolution (ADR) provider. Information regarding JAMS may be found on its website at <https://www.jamsadr.com/>. You and Bilderlings also agree that any dispute as to the applicability of this Section 19, the arbitrability of a Claim, or the scope or enforceability of this Section 19 will be decided by the arbitrator.

The rules governing any arbitration between You and Bilderlings will depend on the amount in controversy. For Claims between You and Bilderlings where the total value of all Claims (including attorneys' fees to the extent provided under applicable law) exceeds \$250,000, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules & Procedures. A Copy of JAMS' Comprehensive Arbitration Rules & Procedures is available at <https://www.jamsadr.com/rules-comprehensive-arbitration/>. For Claims between You and Bilderlings where the total value of all Claims (including attorneys' fees to the extent provided under applicable law) do not exceed \$250,000 then the arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules & Procedures. A copy of JAMS' Streamlined Arbitration Rules & Procedures is available at <https://www.jamsadr.com/rules-streamlined-arbitration/#Rule-1>.

There is no judge or jury in arbitration, and court review of an arbitration award is limited pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 et seq. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms as a court would. For the avoidance of doubt, the arbitrator can award public injunctive relief if authorized by law and warranted by the individual claim(s).

- 19.2.1. Mass Arbitration. Notwithstanding the foregoing, in the event that more than 75 consumers, represented by the same, related, or coordinate attorney or law firm, initiate arbitrations against Bilderlings which raise similar or related Claims, the Claims shall be administered as a mass arbitration under the JAMS Mass Arbitration Procedures and Guidelines (Procedures). In accordance with the Procedures, Claims may be consolidated or batched at the discretion of the JAMS arbitrator or a Process Administrator. When a mass arbitration is filed pursuant to the Procedures, the parties shall pay JAMS initial filing fee as set forth the JAMS Mass Arbitration Procedure Fee Schedule. A copy of JAMS' Mass Arbitration Procedures and Guidelines is available at <https://www.jamsadr.com/mass-arbitration-procedures>. A copy of JAMS' Mass Arbitration Procedure Fee Schedule is available at [https://www.jamsadr.com/files/uploads/documents/massarbitrationprocedures-fs\\_4.29.24.pdf](https://www.jamsadr.com/files/uploads/documents/massarbitrationprocedures-fs_4.29.24.pdf).
- 19.2.2. Jury Waiver And Class Action Waiver. To The Fullest Extent Allowed By Applicable Law You Acknowledge And Agree That By Agreeing To Arbitrate Claims As Provided In This Agreement You And Bilderlings Are Each Agreeing To Waive The Right To A Trial By Jury Or To Participate As A Plaintiff Or Class Member In Any Purported Class Action Or Representative Proceeding.
- 19.2.3. Opt-out. You may opt-out of this Section 19 by notifying us of your affirmative opt-out in writing within 30 calendar days after accepting this Agreement by sending us a notification via mail as follows: Bilderlings, Inc., Attn: Legal, 150 Alhambra Circle, 10th Floor, Coral Gables, Florida 33134. You must include in that notification a signed statement of Your intent to opt-out of this Section 19. A notice will be deemed timely if it is postmarked on or before the 30th calendar day after you accept this Agreement.
- 19.2.4. Small-Claims Court Exception. Notwithstanding the foregoing, You and Bilderlings agree that if the total value of all Claims between you and Bilderlings is below the jurisdictional limit of the small claims court in the state in which you reside, then the party asserting such Claims may do so in a small-claims action in the state in which you reside.

19.2.5. Costs and Fees. The payment of all arbitration-related fees, including filing, administrative, and arbitrator fees, will be governed by the applicable JAMS rules, except as otherwise required by law or expressly provided in this Agreement. If you are required to pay any portion of the arbitration fees, we may consider a request to cover some or all of those fees if you demonstrate financial hardship, as permitted under applicable rules. If you prevail in arbitration, you may be awarded reasonable attorneys' fees and costs, as permitted by applicable law or the arbitrator's discretion. Unless otherwise provided by law, Bilderlings will not seek to recover attorneys' fees or expenses if it prevails in arbitration, and waives any such right, unless the arbitrator determines that your claim was frivolous, brought in bad faith, or pursued for an improper purpose (such as harassment or abuse of process). This fee structure is intended to ensure that arbitration remains a fair and accessible forum for dispute resolution, consistent with the principles of consumer protection and due process.

19.2.6. Federal Arbitration Act. You and Bilderlings agree that this Agreement evidences a transaction in interstate commerce and therefore the Federal Arbitration Act (9 U.S.C. § 1, et seq.) applies including its procedural provisions, in all respects. This means that the Federal Arbitration Act governs, among other things, the interpretation and enforcement of the Agreement to Arbitrate and all its provisions, including, without limitation, the class action waiver.

19.3. Forum for Claims. Should a court determine that this Section 19 is unenforceable, You and Bilderlings agree that any Claim must be resolved by any state or federal court located in or encompassing Northhampton County, Pennsylvania. You and Bilderlings agree to submit to personal jurisdiction of the state and federal courts located within and encompassing Northhampton County, Pennsylvania for purposes of litigating all such Claims.

19.4. Severability of Arbitration Provision. In the event that an arbitrator determines that 19.2.B (JURY WAIVER AND CLASS ACTION WAIVER) is unenforceable or invalid, this entire Section 19 shall be severed from the Agreement and the Agreement shall be enforced as if the Agreement did not contain this Section 19.

## **20. GOVERNING LAW**

20.1. For disputes over the meaning of this Agreement, other than the terms of Section 19, you and Bilderlings agree that this Agreement shall be governed by, and all Claims resolved in accordance with the laws of Pennsylvania, except that body of law governing conflicts of laws, and all activities performed in connection with the Service shall be deemed to have been performed in Pennsylvania.

## **21. MISCELLANEOUS**

- 21.1. Entire Agreement. The Agreement constitutes the entire agreement between you and Bilderlings and governs your use of the Service, superseding any prior agreements between you and Bilderlings concerning the Services, unless agreed otherwise.
- 21.2. No Waiver. The failure of Bilderlings to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give appropriately valid effect to the intention of the Agreement as reflected in the provision, and the other provisions of the Agreement shall remain in full force and effect.
- 21.3. Force Majeure. Except to the extent required under applicable law with respect to a Transaction that has already been accepted, we shall not be liable for any failure or delay in the performance of the Service to the extent such failure or delay is caused by matters beyond our reasonable control, including, without limitation: changes in applicable laws; closure or unavailability of required physical and network infrastructure; sovereign default; power or internet failure; civil unrest; war; and earthquake, fire, flood, or other natural disasters.
- 21.4. Other Terms. This Agreement may be supplemented by terms applicable to other promotions, our Referral Program, and other terms applicable to you based upon your use of the Service. These terms are incorporated into this Agreement by reference. To the extent that any of these terms are determined to conflict with this Agreement, this Agreement shall control.

## **22. LANGUAGE**

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

## **23. THIRD-PARTY SERVICES**

- 23.1. Third-Party Websites and Ads. The Service may reference, enable you to access, or promote (including on the Bilderlings website) Third-Party Services such as third-party websites ("Third-Party Websites"), applications ("Third-Party Applications") and advertisements for third parties ("Third-Party Ads") (collectively, the Third-Party Services). When you click on a link to a Third-Party Service, we will not warn you that you have left the Service and you become subject to the terms and conditions (including privacy

policies) of another website or destination. Such Third-Party Services are not under the control of Bilderlings. Bilderlings is not responsible for any Third-Party Services. Bilderlings provides these Third-Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or any product or service provided in connection therewith. You use all links in Third-Party Services at your own risk. When you leave our Service, this Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Services, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

23.2. Sharing Information through Third-Party Services. Bilderlings may provide tools through the Service that enable you to export information to Third-Party Services. By using one of these tools, you agree that Bilderlings may transfer that information to the applicable Third-Party Service. Bilderlings is not responsible for any Third-Party Service's use of your exported information.

23.3. Third-Party App Store Access. Our app ("Bilderlings") is available for download from the Apple App Store and Google Play Store. When you download and use our app from these platforms, additional terms apply. These terms are required by Apple and Google to ensure compliance with their policies and to clarify the responsibilities of each party involved.

23.3.1. Apple App Store Terms. You may only use the app on an Apple-branded device running iOS and must comply with the Apple Media Terms of Service, including any family sharing or volume purchasing permissions. This agreement is between you and Bilderlings, not Apple. Apple is not responsible for the app, including its performance, support, or legal compliance. Apple is a third-party beneficiary of this agreement and may enforce it.

23.3.2. Google Play Terms. You may use the app according to the Google Play Terms of Service, including family sharing where permitted. This agreement is between you and Bilderlings, not Google. Google is not responsible for the app, including its performance, support, or legal compliance. Google is a third-party beneficiary of this agreement, with the right to enforce it.

You must comply with all applicable third-party terms of service when using the app.