

## Terms & Conditions

Terms and definitions in the Terms and Conditions have a defined meaning as follows:

### 1. Terms and Definitions

- 1.1 Application – an online application submitted by Client to the Bilderlings Pay through Bilderlings Pay Website.
- 1.2 Bilderlings Account - a payment account in Bilderlings Pay system that the Client opens and maintains through the Personal Panel.
- 1.3 Bilderlings Pay - Bilderlings Pay Limited, a company incorporated under the laws of England and Wales with registration number 09908958, whose principal place of business is at 13 Regent Street, St James's, London, SW1Y 4LR, United Kingdom. Bilderlings Pay is authorised and regulated by the FCA under the Electronic Money Regulations 2011 for the issuing of electronic money. Bilderlings Pay's FCA e-money register number is 900637.
- 1.4 Business Day - any day other than a Saturday or a Sunday or a public or bank holiday in England, or any other holiday previously announced by Bilderlings Pay.
- 1.5 Client - the natural person or legal entity in whose name Bilderlings Account is opened and maintained.
- 1.6 Customer Service - Bilderlings Pay customer service, which the Client can reach by sending a message to the email indicated on the Website in the “Contact Us” section.
- 1.7 FCA - the Financial Conduct Authority of the United Kingdom, which address is 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom; further information on the FCA can be obtained on the FCA's website at [fca.org.uk](http://fca.org.uk).
- 1.8 Fees - the charges payable by the Client to Bilderlings Pay for using Bilderlings Pay services, available on Personal Panel section “Fees”.
- 1.9 Financial Ombudsman Service - the services provided by the United Kingdom Financial Ombudsman Service, details of which can be found at [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk) and which could be contacted at The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, United Kingdom.
- 1.10 Payment Transaction - a money transfer or a cash-out operation initiated by the Client.
- 1.11 Payment Transfer – a payment transaction wherein funds are transferred to a payment account.
- 1.12 Personal Panel – Bilderlings Pay personal profile that enables the Client to open and maintain Bilderlings Account.
- 1.13 Privacy Policy - the Bilderlings Pay policy governing the processing of personal data, which is available on the Website, as may be amended from time to time.
- 1.14 Read-only mode – the account status with limited functions, access to which the Client receives after the phone and email registration and before full registration, identification and account opening verification.
- 1.15 Strong Customer Authentication – means authentication based on the use of two or more elements that are independent, in that the breach of one element does not compromise the reliability of any other element and designed in such a way as to protect the confidentiality of the authentication data. Rules for Strong Customer Authentication are set in the [Payment Services Regulations 2017 \(PSRs\)](#).

1.16 Terms and Conditions - the Terms and Conditions, published on the Website that may be amended from time to time.

1.17 Website - the Bilderlings Pay website available at [www.bilderlings.com](http://www.bilderlings.com).

## **2. Subject and Scope of the Terms and Conditions**

2.1 The subject of the Terms and Conditions is to provide the Client with Bilderlings Pay services in order to send and receive electronic money payments and other services provided by Bilderlings Pay.

2.2 The Terms and Conditions is concluded when the Client submits an Application for Bilderlings Account services.

2.3 The Terms and Conditions is a contract between the Client and Bilderlings Pay. It sets out the terms and conditions that apply to the Client's use of Bilderlings Pay services. The Client agrees that the Client's use of Bilderlings Pay services shall constitute the Client's acceptance of the Terms and Conditions. Before the Client signs up for Bilderlings Pay services, the Client must read any updates of the Terms and Conditions on the Personal Panel. All future changes set out in an update are incorporated by reference into the Terms and Conditions. The changes in the Terms and Conditions will take effect on the date specified by Bilderlings Pay.

2.4 The Terms and Conditions govern the opening, use and closure of Bilderlings Account and other related payment services as referred to herein. Together with agreements concluded, Privacy Policy, and any other conditions and documents (Supplements, Agreements, Rules, Declarations, etc.), including but not limited to, information on the websites, they constitute the legal relationship between the Client and Bilderlings Pay.

2.5 The Client is advised to read the Terms and Conditions carefully. If there is any part of the Terms and Conditions the Client does not understand or wish to clarify, the Client is advised to contact Bilderlings Pay.

2.6 The Client is advised to print or download and keep a copy of the Terms and Conditions and Fees for future reference. The Client can always view the current version of Terms and Conditions on the Website.

2.7 Depending on the type of Bilderlings Account the Client has, additional terms and conditions and agreements may apply.

## **3. Bilderlings Account**

3.1 Bilderlings Account is an electronic money account that enables the Client to hold stored value (known as "electronic money" or "e-money"), to send and receive electronic payments. The Client can check the balance of funds and view the transactions carried out on the Client Bilderlings Account via the Personal Panel.

3.2 The electronic money on Bilderlings Account is issued in accordance with the EU Electronic Money Directive (Directive 2009/110/EC of 16 September 2009) and the relevant national legislation of the United Kingdom.

3.3 Subject to section 12, the electronic money held on Bilderlings Account does not expire.

3.4 The Client has the right to withdraw funds from Bilderlings Account at any time. However, the Client may be required to confirm the Client's identity and present any supporting documentation beforehand. There is no minimum withdrawal amount, but the funds on Bilderlings Account must be sufficient to cover any applicable withdrawal fee.

3.5 Bilderlings Account is issued by Bilderlings Pay and it is not a bank account. Although it is a product

regulated by the FCA, by accepting the Terms and Conditions, the Client acknowledges that Bilderlings Account and the electronic money stored on it is not covered by the UK's Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with the Bilderlings Account. Although Bilderlings Account is not covered by the Financial Services Compensation Scheme, Bilderlings Pay ensures that once it receives the Client's funds they are held in a segregated account and safeguarded in accordance with the Electronic Money Regulations 2011 and Payment Services Regulations 2017 until they are spent or withdrawn or reimbursed to the Client. If Bilderlings Pay becomes insolvent, funds that the Client loaded on to the Client's Bilderlings Account will be protected for the Client against the claims of any creditors of Bilderlings Pay as they are held in a safeguarded account.

3.6 The electronic money on Bilderlings Account belongs to the natural person or legal entity, which is registered as Bilderlings Account holder (the Client). No person other than Bilderlings Account holder has any rights in relation to the funds held in Bilderlings Account, except in cases of succession. The Client may not assign or transfer Bilderlings Account to a third party or otherwise grant any third party a legal or equitable interest over it.

3.7 Bilderlings Account may be subject to upload, payment and withdrawal limits, depending on the Client's country of residence, the verification status of Bilderlings Account and other factors used by Bilderlings Pay to determine such limits from time to time at Bilderlings Pay sole discretion.

3.8 Electronic money held on Bilderlings Account will not earn any interest.

3.9 There is Private Bilderlings Account and Corporate Bilderlings Account.

3.9.1 Both of the Bilderlings Account would require the Client to state his/her identity: name, surname, date of birth, country of residence and both his/her cell phone number, email address, provide his/her audiovisual recording in good quality with appropriate lighting for Bilderlings to identify the Client, good quality photo (or scanned copy) of ID document or passport, which is valid travel document for crossing the external border of the country of residence of the Client, a scanned copy of utility bill, dated within the last 3 months.

3.9.2 Corporate Bilderlings Account requires the Client to submit application form, documents and information set by Bilderlings Pay.

3.10 In case the potential Client has not submitted the proof of identity and/or proof of address, Bilderlings Pay does not process the application further.

3.11 During the verification of the document Bilderlings Pay checks that:

3.11.1 document is valid;

3.11.2 there are no obvious signs of forgery (strange smears, document is damaged etc.);

3.11.3 quality of the documentation (regarding the content, quality, possible mistakes) complies with the legislation.

Bilderlings Pay does not process the application further if documents do not include all of the required pages.

3.12. Client confirms that:

3.12.1 document includes all necessary pages, grading scales, legends and translations.

3.12.2 the file is complete, that all scanned images are correctly oriented (portrait or landscape) and that all content is readable before submitting to Bilderlings Pay. Client should ensure that all 4 (four) corners of the document are visible.

3.13 In case, either the proof of identity and/or proof of address cannot be accepted for any reason (e.g., ID photo does not look genuine, etc.), Bilderlings Pay has the right to deny the application.

3.14 Bilderlings Pay reserves the right not to make a report to NCA (National Crime Agency), because during this stage of establishing relationships with potential Client, Bilderlings Pay cannot be sure that unwillingness of the potential Client is related to the complying with the demands (standards) of legislation, and not related with unwillingness to cooperate with Bilderlings Pay.

#### **4. Applying for Bilderlings Account and Opening Bilderlings Account**

4.1 In order to use Bilderlings Pay's services the Client must first open Bilderlings Account by registering the Client's details in the Personal Panel and submitting an Application for account services. As part of the Bilderlings Account opening process, the Client will need to accept the Terms and Conditions and pay document verification Fee for opening an account by choosing one of the payment methods acceptable by Bilderlings (transfer by payment card VISA/MasterCard or by Payment Transfer). The Client must not be in breach of any of the Terms and Conditions. Bilderlings Pay may refuse to provide services to residents of countries mentioned in the FATF blacklist, OFAC Sanctions List and other countries mentioned in various sanction lists or in recommendations of regulating authorities against cooperation. Document verification Fee for opening an account is not refundable.

4.2 If the Client is a private individual, the Client must be at least 18 years old to use Bilderlings Pay services, and by opening Bilderlings Account the Client declares that the Client is 18 years old.

4.3 To become a Client, the Client must apply for Bilderlings Account by providing all of the information requested on the registration stage of Website. All information the Client provides during the signup process or any time thereafter must be accurate and truthful. The Client must not provide any false, inaccurate, incomplete or misleading information.

4.3.1 After the Client has registered its phone and email, the Client gets access to the account in Read-only mode. The use of the account in Read-only mode includes the following functions:

- to prepare various templates, such as outgoing payments, Client requests, Card Order but without the possibility to sign (Accept) them;
- to receive internal incoming payments only from the existing Bilderlings clients in the amount not exceeding the limits fixed in Bilderlings internal policies.

4.3.2 If the Client has not completed the full Account opening procedure as requested by Bilderlings Pay, because the Client have informed Bilderlings Pay about onboarding process termination or Bilderlings Pay have refused in providing services to the Client (according to clauses 4.1 - 4.8 of Terms and Conditions), the money transferred to the Client's account while the Account was in Read-only mode is repaid to the original parties who have made the respective payments.

4.4 The Client may only open Bilderlings Account if it is legal to do so in the Client's country of residence. By opening Bilderlings Account the Client represents and warrants to Bilderlings Pay that the Client's opening of Bilderlings Account does not violate any laws or regulations applicable to the Client. The Client shall indemnify Bilderlings Pay against any losses Bilderlings Pay incurs in connection with the Client's breach of this section.

4.5 The Client may not be able to use Bilderlings Account or any part of its services until the Client has passed all Bilderlings Pay's identity and security validation and verification checks, and provided information requested in accordance with anti-money laundering regulations. Bilderlings Pay may check all personal and identity verification information the Client gives us with credit reference or fraud prevention agencies and other organizations. These agencies may keep a record of the Client's information and the searches done. However, Bilderlings Pay's does not perform a credit check and any search is for identity verification purposes only. Bilderlings Pay shall keep records of the information and documents

Bilderlings Pay obtains to verify the Client's identity in accordance with all applicable legal and regulatory requirements.

4.6 For additional Account opening possibility Client shall contact Bilderlings Pay customer service. Bilderlings Pay has the right to refuse opening of additional accounts.

4.7 The Client may only add payment instruments to Bilderlings Account if the Client is the legal holder of that payment instrument. Bilderlings Pay takes any violation of this requirement very seriously and will treat any attempt to add a payment instrument of which the Client is not the legal holder as a fraudulent act.

4.8 During signup, the Client will be asked whether the Client intends to use Bilderlings Account for private or commercial purposes. If the Client has any intention to use Bilderlings Account for commercial purposes, the Client shall inform Bilderlings Pay if the Client also uses the Account for private purposes. If the Client has stated that they will use Bilderlings Account for private purposes only, the Client shall inform Bilderlings Pay immediately, before the Client wishes to use it for commercial purposes at any point in the future, by contacting Bilderlings Pay Customer Service.

The Client is using Bilderlings Account for commercial purposes if the Client is receiving or transferring payments for or in connection with any business activity. Bilderlings Pay reserves the right to determine whether, in Bilderlings Pay reasonable opinion, the Client is using Bilderlings Account for commercial purposes. If the Client is using Bilderlings Account for commercial purposes, in addition to the Terms and Conditions, the Client shall be bound by Bilderlings Corporate Account agreement. If the Client is in any doubt about whether or not an activity amounts to a commercial activity, the Client should contact Customer Service.

## **5. Maintaining Bilderlings Account**

5.1 The Client confirms that the information on Bilderlings Account and Application form is always accurate and up to date and Bilderlings Pay shall not be liable for any loss arising out of the Client's failure to do so. Bilderlings Pay may ask the Client at any time to confirm the accuracy of the Client's information or to provide documents or other evidence.

5.2 Bilderlings Pay has the right to block Clients Bilderlings Account at any time, if any of the Clients provided documents are out of date, are unreadable, does not look genuine, documents do not include all necessary pages, grading scales, legends and translations etc. If the Client has not provided the needed documents or they do not meet the required criteria mentioned in sections 3 and 5 of the Terms and Conditions, after receiving Bilderlings Pay informative e-mail, the Client has 7 (seven) working days to correct deficiencies.

5.3 In case the Client's Bilderlings Account has been blocked, after the Client has submitted the needed documents, Bilderlings Pay may unblock the Clients Bilderlings Account within 2 (two) working days from the date required documents were received.

5.4 Bilderlings Pay may contact the Client by e-mail or in other ways described in section 18 with information or notices regarding Bilderlings Account. It is the Client's responsibility to check regularly the proper functioning of the Client's e-mail address or other methods of communication that the Client has registered with Bilderlings Account and to retrieve and read messages relating to Bilderlings Account promptly. Bilderlings Pay shall not be liable for any loss arising out of the Client's failure to do so.

5.5 Payment Transactions are displayed in the Client's online transactions history together with the fees charged. Each transaction is given a unique transaction ID and shown in the transaction history. The Client should quote this transaction ID when communicating with Bilderlings Pay about a particular transaction. The Client should check Bilderlings Account balance and transaction history regularly. The Client should report any irregularities or clarify any questions the Client has as soon as possible by contacting Customer Service.

5.6 Subject to the provisions of section 7 below, in order to claim a refund for an unauthorised or incorrectly executed payment transaction on Bilderlings Account the Client must notify Bilderlings Pay without undue delay after becoming aware of the unauthorised or incorrect transaction and in any event no later than thirteen (13) months after the debit date of the transaction.

## **6. Keeping Bilderlings Account Safe**

6.1 The Client must take all reasonable steps to keep Bilderlings Account password safe at all times and never disclose it to anyone. Any message the Client receives or website the Client visits that asks for the Client's password, other than the Personal Panel, should be reported to Bilderlings Pay. If the Client is in doubt whether a website is genuine, the Client should contact the Customer Service. It is advisable to change the Client's password regularly (at least every three (3) to six (6) months) in order to reduce the risk of a security breach in relation to Bilderlings Account.

Bilderlings Pay also advises the Client not to choose a password that is easily guessed from information someone might know or gather about the Client's or a password that has a meaning. The Client must never allow anyone to access Bilderlings Account or watch the Client accessing Bilderlings Account.

6.2 If the Client has any indication or suspicion of Bilderlings Account, login details, password or other security feature being lost, stolen, misappropriated, used without authorization, or otherwise compromised, the Client is advised to change the password.

The Client must contact Customer Service without undue delay on becoming aware of any loss, theft, misappropriation or unauthorised use of Bilderlings Account, login details, password, or other security features. Any undue delay in notifying Bilderlings Pay may not only affect the security of Bilderlings Account but may result in the Client being liable for any losses as a result. If the Client suspects that someone else accessed Bilderlings Account, the Client should also contact the police and report about the incident.

6.3 Bilderlings Pay may suspend Bilderlings Account or otherwise restrict its functionality on reasonable grounds relating to the security of Bilderlings Account or any of its security features or if Bilderlings Pay reasonably suspects that an unauthorised or fraudulent use of Bilderlings Account has occurred or that any of its security features have been compromised. Bilderlings Pay will notify the Client of any suspension or restriction and of the reasons for such suspension or restriction in advance or, where Bilderlings Pay is unable to do so, immediately after the suspension or restriction has been imposed, unless notifying the Client would be unlawful or compromise Bilderlings Pay's reasonable security interests. Bilderlings Pay will lift the suspension and/or the restriction as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist.

6.4 The Client must take all reasonable care to ensure that the Client's e-mail address(es) are secure and only accessed by the Client, as the Client's e-mail address may be used to reset passwords or to communicate with the Client about the security of Bilderlings Account. In case any of the e-mail addresses registered with Bilderlings Account are compromised, the Client should without undue delay after becoming aware of this contact Customer Service and also contact the Client's e-mail service provider.

## **7. Uploading Funds**

7.1 The Client can upload funds to Bilderlings Account by Payment Transfer or by Client's payment card. Notwithstanding section 7.5 below, Bilderlings Pay shall not be responsible for the upload payment until Bilderlings Pay receives the uploaded funds. When the Client uploads funds to Bilderlings Account, the Client permits Bilderlings Pay to receive a transfer of funds on Client's behalf from Client's funding source, plus deduct any applicable Fees from those funds for Bilderlings Pay's account, and then issue electronic money at par value to the funds transferred (net of the applicable Fees) to Client's Bilderlings Account.

7.2 The Client may be asked to answer security questions or to complete other activities that Bilderlings Pay may reasonably require to ensure proper authorisation of an upload transaction. The Client confirms

that any payment instrument used by the Client to upload the funds shall be registered in Client's name.

7.3 If the Client chooses an upload method using a payment instrument that may be subject to chargeback rights, the Client declares that the Client will not exercise such chargeback right other than for unauthorised use of the payment instrument or for a breach by Bilderlings Pay of the Terms and Conditions, which would result in the Client having a right to a refund of the uploaded amount. Otherwise, the Client may not charge back any upload transaction or allow a chargeback of any upload transaction for reasons for which Bilderlings Pay are not responsible, including (but not limited to) disputes with merchants for non-delivery of goods or services or insufficient balance on the payment instrument account. Bilderlings Pay reserves the right to charge the Client fees and expenses Bilderlings Pay incurs in connection with such chargeback and any action undertaken to challenge the same. Bilderlings Pay may also charge the Client an extra fee, according to applicable Fees available on Personal Panel section "Fees".

7.4 If a chargeback or reversal of an upload transaction results in a negative balance in Bilderlings Account, the Client will be required to repay such negative balance by uploading sufficient funds into Bilderlings Account. Failure to do so is a breach of the Terms and Conditions. Repayment of the negative balance is due immediately without notice. Bilderlings Pay reserves the right, at any time, to send the Client reminders or to take other debt collection measures including but not limited to mandating a debt collection agency or solicitors or to pursue the claim in court. Bilderlings Pay reserves the right to charge the Client the expenses Bilderlings Pay reasonably incur in connection with any debt collection or enforcement efforts.

7.5 Uploaded funds will be credited to Bilderlings Account after Bilderlings Pay has received the funds. Some upload transactions may be credited to Bilderlings Account immediately but are subject to reversal in case the actual funds do not reach Bilderlings Pay within a reasonable time in which case Bilderlings Pay will deduct such reversed transaction from the balance of Bilderlings Account. If Bilderlings Account balance is insufficient, Bilderlings Pay reserves the right to require repayment from the Client.

7.6 The Client must not make an upload through a payment instrument if the Client is not the legal holder of that payment instrument. Bilderlings Pay will treat any attempt to use a payment instrument of which the Client is not the legal holder as a fraudulent act. Without prejudice to claiming further damages, if Bilderlings Pay is required to return funds uploaded from a payment instrument that is not in the Client's name, Bilderlings Pay may charge a fee per upload return, according to applicable Fees.

7.7 Uploads are subject to upload limits due to security and legal requirements. These limits are set depending on the Client's profile. Due to security and/or legal requirements Bilderlings may suspend the possibility for the client to upload the funds to Bilderlings Account by payment card.

7.8 Before uploading any funds into Bilderlings Account, the Client must ensure that the Client's current spending and withdrawing limits meet the Client's withdrawal and spending requirements as Bilderlings Pay legally cannot allow the Client to exceed these limits.

7.9 The Client should regularly reconcile uploaded payments with the Client's own records.

7.10 According to section 13, uploads are subject to upload fees and currency conversion fees depending on which upload method and payment instrument is chosen.

7.11 After the Client's action to upload funds to Bilderlings Account balance, Bilderlings Pay issues emission and transfers to the Client's Bilderlings Account balance electronic money in an amount equal to the amount of funds (according to actual currency exchange rates available on Personal Panel in section Fees, in case of conversion to other currency) uploaded by the Client, except in cases when the Client exceeded the limits established by the Terms and Conditions.

## **8. Sending Payments and Receiving Funds**

8.1 To send a payment the Client is required to authorise the payment with the Client's login details and password received in Client's e-mail or sms. Bilderlings Pay may also ask the Client additional security

questions relating to the Client or Bilderlings Account. If Bilderlings Account is protected by additional security measures such as Strong Customer Authentication, the Client needs to follow the instructions provided to the Client with such additional security measures. If Bilderlings Account is enabled to make mass payments, the procedure to make such payments will be communicated to the Client in the relevant integration manual. Client is responsible for the safety of its electronic devices and keeping their passwords/access codes/Strong Customer Authentication secret at all times and Bilderlings Pay is not responsible of their theft or use by third parties as a result of Clients negligence, misconduct or including cases when third parties have become aware of password/access code contents and uses it to access Clients Bilderlings Account.

8.2 Every recipient of a payment the Client wishes to send through Bilderlings Account must have a valid means that Bilderlings Pay can use for his or her identification.

8.3 If the Client is asked to provide details of the recipient's contact information, requisites or other means of identification, where applicable, the Client must take great care to properly type the exact details of who the Client wishes to send money to. Bilderlings Pay uses those details as the unique identifier to determine the intended recipient of the payment, which the Client instructs Bilderlings Pay to process. Other information the Client provides along with the recipient's means of identification may be disregarded and Bilderlings Pay shall not be liable for any error the Client makes when entering the recipient's means of identification.

8.4 If the payment details of the intended recipient are registered with Bilderlings Pay, the funds will be instantly credited to Bilderlings Account associated with payment details. Once funds are credited to the recipient's Bilderlings Account, the transaction becomes irreversible.

8.5 If the recipient's contact information or requisites are not registered with Bilderlings Pay, Bilderlings Pay cannot send a notification e-mail with instructions on how to claim and receive the payment. If the recipient does not claim the payment within twelve (12) days, the transaction will be cancelled, and the funds will be returned to the Client. The Client may also cancel the transaction at any time before the funds have been credited to the recipient's Bilderlings Account. To cancel a transaction the Client should log into Bilderlings Account, locate the relevant transaction in the Client's transactions history and select "Cancel".

8.6 Payments are subject to payment limits due to security and legal requirements. These limits are set depending on the Client's Bilderlings Account level. The Client can view these Bilderlings Account limits at any time in the relevant section of Bilderlings Account profile. The Client should ensure that the Client's limits are sufficient to cover the payment the Client intends to make as well as any applicable fees including service fees and currency conversion fees. The Client should be aware that the recipient of a payment may also be subject to spending and withdrawal limits and that this may affect the recipient's access to the funds the Client intends to send.

8.7 Bilderlings Pay will deduct the value of Client's transactions from the balance on Client's Bilderlings Account and any applicable Fees at the time of the transaction. If the Client makes a transaction, any applicable Fees will be added to the amount of the transaction so that the total sum of Client's transaction amount plus the applicable Fees will be deducted from the Client's Bilderlings Account balance.

8.8 If the Client is attempting a transaction in excess of the available balance on the Client's Bilderlings Account at the time the request is made plus any applicable Fees, then the Client's request will not be processed.

8.9 In the unlikely event, for any reason whatsoever, a transaction is completed when there are insufficient funds on the Client's Bilderlings Account (a "Shortfall"), the Shortfall shall be reimbursed by the Client unless it is due to an error on the part of the merchant. In this circumstance Bilderlings Pay may seek the Shortfall from the merchant.

8.10 Where the Shortfall must be reimbursed by the Client, the Client will be required to upload funds immediately to reimburse the negative balance of Bilderlings Account. Until Bilderlings Pay is reimbursed



the Shortfall amount, Bilderlings Pay may suspend the Client's Bilderlings Account. If Bilderlings Pay believes the Shortfall has been created intentionally this will be treated as potential Fraud.

8.11 Bilderlings Pay may refuse to process the Client's transaction:

8.11.1 If sufficient funds are not loaded on the Client's Bilderlings Account at the time of a transaction to cover the amount of the transaction and any applicable Fees;

8.11.2 The Client fails to pay applicable Fees;

8.11.3 If there is an outstanding Shortfall on the Bilderlings Account;

8.11.4 If Bilderlings Pay has reasonable grounds to believe that the Client is acting in breach of the Terms and Conditions;

8.11.5 If Bilderlings Pay ascertains that a transaction is suspicious or potentially illegal (for example, if Bilderlings Pay ascertains that a transaction is being made fraudulently); or because of errors, failures (whether mechanical or otherwise).

8.12 If Bilderlings Pay refuses to process a transaction because Bilderlings Pay ascertains it is suspicious or potentially illegal, where Bilderlings Pay is permitted to do so by applicable law Bilderlings Pay will contact the Client. If Bilderlings Pay refuses to process a transaction for any other reason, Bilderlings Pay will inform the Client by email without undue delay and in any event by the end of the next Business Day, giving Bilderlings Pay reasons and explaining how the Client can correct any information Bilderlings Pay holds that led to Bilderlings Pay refusing to process the transaction, unless informing the Client would compromise security measures or be unlawful.

8.13 The Client should regularly reconcile outgoing and incoming payments with the Client's own records.

8.14 According to section 13, sending payments is subject to Fees, including currency conversion fees depending on the type of payment the Client makes, and the type of Bilderlings Account the Client holds.

8.15 Bilderlings Pay hereby informs the Client that all incoming payments are credited to the Client's Bilderlings Account as follows:

8.15.1 Based only on the IBAN (for SEPA payments) or only on the Account Number;

8.15.2 Payments sent using SWIFT system must contain Client's ID number with Bilderlings Pay in the payment details.

8.16 Nevertheless, Bilderlings Pay is entitled to request additional explanation before crediting the money to the Client Bilderlings Account in case the IBAN or Account Number and the Client's name fail to relate to each other.

8.17 If the incoming payment does not contain any one or several of the indicators mentioned in clause 8.15.1 and/or 8.15.2 or such indicators are unclear or inconsistent, Bilderlings Pay shall not credit the amount to the Client's Bilderlings Account and request the payer to provide clarifications. If the clarifications, which are satisfactory to Bilderlings Pay, are not received within 10 Business days following the day of the first request, Bilderlings Pay shall return the payment to the payer. The fee for returning and investigating the payment shall be deducted from the amount of the money to be repaid.

## **9. Prohibited Transactions**

9.1 It is strictly forbidden to send or receive payments as consideration for the sale or supply of: Adult-related physical goods, Adult-online live content, webcam, online streaming content and acts of offensive adult content, Adult advertising, Child Pornography, Bestiality, Rape/Hate/Violence, Weapons and

Firearms, Unlicensed Gambling, Replica/Copyright infringement, Tobacco, Escort/Massage Parlours, Continuity Suppliers offering memberships or other services that require a negative response from the Customer to avoid automatic renewal, or Suppliers offering services that extend beyond 1 year in length, Direct marketers, who offer sales-incentive-based programs that rely on "breakage" to earn a profit ("breakage" is defined as services paid for by the Customer but never used), multilevel marketing schemes or Suppliers engaged in the practice of "up supplying", Grey market suppliers that are taking advantage of cross-border trading loopholes in national laws (where domestically the activity is legacy grey), Outbound Telemarketing / Inbound Telemarketing/ Phone Solicitation Merchants, Reverse Auctions, Raffles and Prize Draws, Services and/or products that require pyramid type schemes for distribution, Services which may provide peripheral support of illegal activities for business. Bilderlings Pay reserves the right, in Bilderlings Pay sole discretion, to add categories of prohibited transactions by adding such categories to the Terms and Conditions.

9.2 It is strictly forbidden to make payments to or to receive payments from persons or entities offering illegal gambling services, including (but not limited to) illegal sports betting, casino games and poker games. Bilderlings Pay may suspend or terminate Bilderlings Account at any time or refuse to execute or reverse a transaction if Bilderlings Pay believes that the Client directly or indirectly use or have used Bilderlings Account for or in connection with illegal gambling transactions. This list is not exhaustive, and it is the Client's responsibility to ensure that the Client does not use Bilderlings Pay services for transactions that may be considered illegal in the Client's jurisdiction.

9.3 The Client may not use Bilderlings Pay services if the Client is residing in any of the countries of FATF blacklist, OFAC Sanctions List and other countries mentioned in various sanction lists or in recommendations of regulating authorities against cooperation. This list is not exhaustive and Bilderlings Pay may decide in its sole discretion to discontinue or restrict Bilderlings Pay's services in other countries at any time and without prior notice. Bilderlings Pay reserves the right to suspend or terminate Bilderlings Account at any time if Bilderlings Pay reasonably believe to be required to do so by law or in order to comply with recommendations issued by a relevant government authority or recognised body for the prevention of financial crime.

9.4 It is strictly forbidden to use Bilderlings Account for any illegal purposes including but not limited to fraud and money laundering. Bilderlings Pay will report any suspicious activity to the relevant law enforcement agency. The Client is prohibited from using Bilderlings Account in an attempt to abuse, exploit or circumvent the usage restrictions imposed by a merchant on the services it provides.

9.5 If the Client conducts or attempts to conduct any transaction in violation of the prohibitions contained in this section 9, Bilderlings Pay reserves the right to: reverse the transaction; and/or close or suspend Bilderlings Account; and/or report the transaction to the relevant law enforcement agency; and/or claim damages from the Client; and charge the Client a fee according to applicable Fees, in case Bilderlings Pay applies any of the above.

9.6 It is the Client's and not Bilderlings Pay responsibility to ensure that the Client only sends payments to or receive payments from persons or entities for the sale or supply of goods and services that the Client may provide or receive in compliance with any applicable laws and regulations. The mere fact that a person or entity accepts payments through Bilderlings Account is not an indication of the legality of the supply or provision of their goods and services. If the Client is in doubt as to the legality of a supply or purchase, the Client should not continue with the Client's payment. It is the Client's and not Bilderlings Pay responsibility to ensure bank account details are entered correctly to avoid payment errors and any charges.

## **10. Withdrawing Funds**

10.1 The Client can withdraw all or part of the funds held in Bilderlings Account at any time. To do this the Client must log into Bilderlings Account, fill out the payment order, and enter the amount to be withdrawn. Where the withdrawing payment is received by the Client through the involvement of a payment service provider (such as the bank where the Client holds a bank account), Bilderlings Pay shall not be responsible for the withdrawing payment once the Client's payment service provider receives the

withdrawn funds.

10.2 Bilderlings Pay upon Client's request of withdrawing of all or part of the funds held in Bilderlings Account at any time shall buy back electronic money from the Client subject to limitations and exceptions set by the Terms and Conditions.

10.3 If the Client withdrawing request exceeds the current limit, in any circumstance to comply with regulations or for the safety of Bilderlings Account, Bilderlings Pay may decline the Client's request and instead require the Client to send Bilderlings Pay documents verifying the Client's identity and address prior to allowing a withdrawing of funds or to otherwise cooperate with Bilderlings Pay to verify the Client's identity.

10.4 The Client must not make a withdrawing to a bank account or other payment instrument if the Client is not the legal holder. Bilderlings Pay will treat any attempt to use a payment instrument of which the Client is not the legal holder as a fraudulent act. According to section 13, receiving funds is subject to Fees and currency fees, depending on the type of payment the Client receives, and the type of Bilderlings Account the Client has.

10.5 The Client must ensure that the payment details the Client enters when withdrawing funds are correct and complete. Bilderlings Pay will not be liable for withdrawn funds being sent to the wrong payment instrument where this is due to the Client providing incorrect payment details. When withdrawing to a bank account, the Client must ensure that the account number, sort code, IBAN and/or BIC/SWIFT are correct. If the Client has withdrawn funds to the wrong payment instrument, the Client may request that Bilderlings Pay assist the Client in reclaiming the funds, however, Bilderlings Pay will charge the Client a fee according to applicable Fees, for doing so and Bilderlings Pay cannot guarantee that the reclaim efforts will be successful.

10.6 Bilderlings Pay reserves the right to carry out any necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorising any withdrawal of the Client's funds, including in relation to returning any funds to the Client after the Client has closed Bilderlings Account as set forth in section 12.

10.7 The Client should regularly reconcile withdrawing payments with the Client's own records.

10.8 According to section 13, withdrawals are subject to withdrawing fees and currency conversion fees depending on which withdrawing method and payment instrument is chosen.

## **11. Currency Conversion**

11.1 The Client may convert the money held in the Client's Bilderling's Account into other currencies Bilderlings Pay supports from time to time. The Client may keep, or transfer converted money. The Bilderlings Pay is entitled to carry out only non-cash money conversions.

11.2 The applicable exchange rate is available in the Personal Panel and the Client has to place a currency exchange order via Personal Panel in accordance with our Fees. Transaction history is always available in the Personal Panel.

11.3 Once the Client's order to carry out the currency exchange has been received by us it cannot be cancelled.

11.4 The Bilderlings Pay bears no responsibility if the Client loses any money as a result of converting currency.

11.5 Bilderlings Pay would not be responsible for any losses:

11.5.1 in the event if Bilderlings Pay cannot provide Payment Transactions in converted currency;

11.5.2 in the event if the Payment Transactions with converted currency is returned to the Client. In this case the Client will be able to keep it or convert it back to the original currency, each of these activities are considered as separate transactions.

11.6 The Client agrees and accepts the risks of holding balances in multiple currencies that (i) foreign currency exchange rates are subject to fluctuations which are outside of Bilderlings Pay control and (ii) past movements or trends in the movement of foreign currency exchange rates cannot be taken as an indicator of future movements in exchange rates. The Client agrees to not use Bilderlings Pay services for speculative trading.

## **12. Termination, Suspension and Closing Bilderlings Account**

12.1 Bilderlings Pay may terminate Bilderlings Account or any payment service associated with it by giving the Client one (1) month prior notice immediately if the Client is in breach of any of these terms or other terms applicable to the Client. The Client may terminate Bilderlings Account at any time. Different termination provisions may apply if the Client uses Bilderlings Account for commercial purposes as set out in section 4.8 above.

12.2 Together with a termination notice or at any time thereafter Bilderlings Pay may give the Client reasonable instructions on how to withdraw remaining funds.

12.3 If Bilderlings Account is subject to a reserve, termination of Bilderlings Account will not affect Bilderlings Pay's right to hold the reserve and to make deductions therefrom for the time agreed.

12.4 Bilderlings Pay may suspend Bilderlings Account at any time immediately if Bilderlings Pay reasonably believes that: (i) Bilderlings Account has been compromised or for other security reasons; or (ii) Bilderlings Pay reasonably suspects Bilderlings Account to have been used or is being used without the Client's authorisation or fraudulently; or (iii) we need to do so to comply with the law; or (iv) as stated in section 8.10 above. Bilderlings Pay shall notify the Client either prior to the suspension or, if prior notification is not possible under the circumstances, promptly after the suspension unless Bilderlings Pay is prohibited by law to notify the Client.

12.5 Bilderlings Pay may at any time suspend or terminate Bilderlings Account without notice in case:

12.5.1 Bilderlings Pay has reason to believe that the Client is in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity;

12.5.2 the Client violates or Bilderlings Pay has reason to believe that the Client is in violation of any law or regulation that is applicable to the Client's use of Bilderlings Pay's services; or

12.5.3 the Client breaches any condition of the Terms and Conditions or any other condition applicable to specific services covered by separate terms and conditions.

12.6 If the Client's Bilderlings Account is suspended or terminated the Client will not be able to use any of the functionality of the Bilderlings Account.

12.7 When Bilderlings Account is terminated (closed), Bilderlings Pay will immediately block the Client's Bilderlings Account so it cannot be used. The Client will remain liable for all obligations relating to the Client's Bilderlings Account even after Bilderlings Account has been terminated (closed). Terminating (closing) Bilderlings Account does not mean that Bilderlings Pay deletes the personal data that we hold on the Client and Bilderlings Pay will continue to store such data, including the history of the Client's transactions for a minimum period of five (5) years as required by law.

12.8 If Bilderlings Account holds a balance at the time of its closure, Bilderlings Pay will ask the Client to withdraw the Client's funds within a reasonable period, during which Bilderlings Account will be

accessible for withdrawing the remaining balance only. After the expiry of this period, the Client will not be able to access Bilderlings Account, but the Client may withdraw any remaining funds by contacting Customer Service and requesting that the funds be sent to the Client in a manner that is reasonably acceptable for Bilderlings Pay. The Client may do so for a period of five (5) years from the date of closure of Bilderlings Account but Bilderlings Pay suggests that the Client withdraws the Client's remaining funds as soon as possible as they will not earn any interest while being deposited in Bilderlings Account. The Client's obligations concerning keeping Bilderlings Account safe as set forth in section 6 shall continue to apply.

12.9 If Bilderlings Account has not been active for the last six (6) months, it is classified as Dormant. This type of Bilderlings Account will be charged according to Fees.

### **13. Fees**

13.1 Fees depend on whether the Client is using Bilderlings Account for personal or commercial purposes.

13.2 Transaction related fees could be viewed at any time on Personal Panel section "Fees". Additional fees apply to Bilderlings Account used for commercial purposes in accordance with the applicable terms and conditions referred to in section 4.8 above. The Client should print or download and keep a copy of the Fees section together with a copy of the Terms and Conditions. For clarity, the Fees section forms part of the Terms and Conditions. Fees are subject to change in accordance with section 17. Under certain circumstances, Bilderlings Pay may charge additional fees as set out in these Terms and Conditions.

13.3 The Client's transactions may be subject to currency conversions. If the Client makes a payment from Bilderlings Account denominated in one currency to Bilderlings Account denominated in another currency, the Client will be asked to make the payment either in the currency of Bilderlings Account or in another currency. If the Client chooses the currency of Bilderlings Account, then the recipient will pay the fee for the conversion into the currency of the recipient's Bilderlings Account. If the Client chooses the currency of the recipient's Bilderlings Account, the Client will pay the fee for the currency conversion into the currency of the payment. If the Client chooses a currency, that is neither the currency of Bilderlings Account nor the currency of the recipient's Bilderlings Account then the Client will pay the fee for the conversion into the currency of the payment, and the recipient will pay the fee for the conversion of the payment currency into the currency of the recipient's Bilderlings Account.

13.4 For every currency conversion, Bilderlings Pay will apply its own exchange rates that are available on Personal Panel section "Fees". Changes in these exchange rates may be applied immediately and without notice.

13.5 Fees are expressed either as a percentage of the transaction or as a fixed amount in EUR, that may be changed based on the amount and/or currency. Where fixed fee amounts are displayed in a currency other than EUR, this is for information purposes only. If fees are deducted from a balance or a transaction denominated in a different currency, the EUR fee amount will be converted into an equivalent fee in that other currency based on the Bilderlings Pay exchange rates applicable at the time and available on Personal Panel section "Fees". Bilderlings Pay will not apply a foreign exchange fee on currency conversions of fees.

13.6 Fees payable by the Client will be deducted from Bilderlings Account balance and the Client hereby authorises Bilderlings Pay to do the same. Transaction fees will be charged when the transaction is executed. If Bilderlings Account balance is insufficient to cover the Fees, Bilderlings Pay may refuse to execute the payment.

13.7 In case the Clients does not have sufficient funds on the relevant Bilderlings Account to cover the Fees and does not immediately upload sufficient funds to cover these Fees, Bilderlings Pay has the right to deduct the required amount from any of the Client's Bilderlings Account.

## 14. Complaints

14.1. Any complaints of the Client regarding Bilderlings Pay services shall be submitted to the Bilderlings Pay in writing by e-mail: [complaints@bilderlings.com](mailto:complaints@bilderlings.com). The Client should clearly indicate the date the problem arose, the payment order number(s) and all necessary details if complaint is about a specific transfer and what complaint is about.

14.2. The Bilderlings Pay investigate the complaint, and Client will get a response by email in accordance with the provisions of the Terms and Conditions and Bilderlings Pay's complaints policy.

14.3. Bilderlings Pay complaint handling policy is available on our [Website](#).

## 15. Client's Data

15.1 The processing of the Client's data is governed by the Privacy Policy, which can be found on the Website. By accepting the Terms and Conditions, the Client also agrees to the terms of the Privacy Policy. The Client should print and keep a copy of the Privacy Policy together with the Terms and Conditions.

15.2 As a default, the Client will receive e-mail newsletters that will inform the Client about new product features, events, promotions, special deals etc. By accepting the Terms and Conditions, the Client agrees to receive such e-mail newsletters on a regular basis. If the Client does not wish to receive any newsletters from Bilderlings Pay, the Client can opt out at any time by contacting Customer Service. Any e-mail newsletter the Client receives will also give the Client the option to unsubscribe from any future newsletter.

15.3 All relevant Client's data is updated and stored electronically according to legal requirements.

15.4 The Client agrees that Bilderlings Pay carries out processing of personal and other data in accordance with the General Data Protection Regulation (GDPR) and other applicable laws and regulations. Bilderlings Pay carries out the processing of personal data of the Client, its representatives, authorized persons, representatives, beneficial owners and other third parties related to the Client, including the collection, registration, input, storage, arranging, modification, using, transferring, transmission and disclosure of data, blocking or deletion, and the Client is obliged to obtain consent to all data processing mentioned in this section from all persons whose personal data they have transferred to Bilderlings Pay. The purpose of personal data processing is compliance with local and international laws and regulations, Client registration, the provision, offering and maintenance of Bilderlings Pay products and services, the security of employees, the security of Bilderlings Pay property (assets), the performance of the duties prescribed by law, and the other legal interests of the Bilderlings Pay. The Personal Data Controller is Bilderlings Pay.

## 16. Liability

16.1 In case of an unauthorised payment or a payment that was incorrectly executed due to an error by Bilderlings Pay, Bilderlings Pay shall at the Client's request immediately refund the payment amount including all fees deducted therefrom. This shall not apply:

16.1.1 if the Client fails to notify Bilderlings Pay without undue delay of any loss of the Client's password or other event that could reasonably be expected to have compromised the security of Bilderlings Account after the Client has gained knowledge of such event in which case the Client shall remain liable for losses incurred up to the Client's notification to Bilderlings Pay;

16.1.2 if the transaction was unauthorised but the Client has compromised the security of Bilderlings Account with intent or gross negligence in which case the Client shall be solely liable for all losses; or

16.1.3 if the Client fails to dispute and bring the unauthorised or incorrectly executed transaction to Bilderlings Pays attention within 13 months from the date of the transaction.

16.2 Section 16.1.1 shall not apply to transactions made after the Client has notified Bilderlings Pay in accordance with section 6.2 in which case Bilderlings Pay shall remain liable and refund any unauthorised transaction immediately to the Client.

16.3 Without prejudice to the foregoing, the Client is asked to check the transactions history of Bilderlings Account regularly and frequently and to contact Customer Service immediately in case the Client has any questions or concerns.

16.4 In the case of any incorrect or misdirected payment, Bilderlings Pay shall take reasonable measures to assist the Client with tracing and recovering such payments.

16.5 Subject to the foregoing, Bilderlings Pay shall not be liable for any disruption or impairment of Bilderlings Pay service or for disruptions or impairments of intermediary services on which Bilderlings Pay relies for the performance of Bilderlings Pay's obligations hereunder, provided that such disruption or impairment is due to abnormal and unforeseeable circumstances beyond Bilderlings Pay's reasonable control, or the control of the intermediary affected.

16.6 Bilderlings Pay shall not be liable for any indirect or consequential losses including but not limited to loss of profit, loss of business and loss of reputation. Bilderlings Pay shall not be liable for any losses arising from Bilderlings Pay's compliance with legal and regulatory requirements.

16.7 Bilderlings Pay's obligation under the Terms and Conditions is limited to providing the Client with Bilderlings Account and related payment services and does not make any statement in relation to or endorsement of the quality, safety or legality of any goods or services provided by a Bilderlings Pay customer (including merchant) or intermediary. If the Client has any disputes about purchases made using the Client's Bilderlings Account, the Client should settle these with the merchant the Client bought the goods or services from. Bilderlings Pay is not responsible for the quality, safety, legality or any other aspect of any goods or services purchased with the Client's Bilderlings Account. The Client must remember that once the Client has used Bilderlings Account to make a purchase, Bilderlings Pay cannot stop that transaction.

16.8 Bilderlings Pay shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from the underlying commercial transaction between the Client and another Bilderlings Pay customer (including merchant).

16.9 The Client agrees to defend, reimburse or compensate Bilderlings Pay and hold Bilderlings Pay harmless from any claim, demand, expenses or costs (including legal fees, fines or penalties) that Bilderlings Pay incurs or suffers due to or arising out of the Client's or the Client's agents' breach of the Terms and Conditions, breach of any applicable law or regulation and/or use of the services. This provision shall survive termination of the relationship between the Client and Bilderlings Pay.

16.10 Bilderlings Pay shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any indirect or consequential loss or damage of any kind including punitive or exemplary damages or for any loss of profit or loss of contract, loss of goodwill or reputation, loss of opportunity, loss of revenue or third-party loss whether foreseeable or otherwise.

16.11 In case the Client is a legal entity, an officer(s) of the entity, who have signatory power, declare to have full control and authorizations to act on behalf of the entity, acknowledges and agrees that Bilderlings will not be used for transactions relating to: 1) Sales made under a different trade name or business affiliation than indicated in this application; 2) Any transactions that violates any law, ordinance, or regulation applicable to the business.

## **17. Changes to the Terms and Conditions**

17.1 The Terms and Conditions and any additional terms and conditions that may apply are subject to change. Changes will be implemented with prior notice from Bilderlings Pay under the procedure set forth

in this section.

17.2 Bilderlings Pay shall be entitled to unilaterally amend the Terms and Conditions, given a 2 (two) month prior notice to the Client of any change by sending an e-mail to the primary e-mail address registered with Bilderlings Account.

17.3 The proposed change come into effect at the day set by Bilderlings Pay. Changes that make the Terms and Conditions more favorable to the Client come into effect immediately if so, stated in the change notice. Changes to exchange rates come into effect immediately without notice and the Client shall not have the right to object to such a change.

17.4 The Parties agree that the Client shall be deemed as having agreed with the amendments, unless the Client notifies Bilderlings Pay to the contrary before the date the amendments come to force. If the Client objects to the changes, Client shall contact Bilderlings Pay customer service to mutually resolve this issue, if no agreement can be made between Client and Bilderlings Pay, Client's Bilderlings Account shall be closed, and cooperation terminated. Bilderlings Account will be closed in accordance with the provisions of section 12 above.

17.5 The new version of Terms and Conditions shall replace these Terms and Conditions unless otherwise agreed.

17.6 If Bilderlings Pay introduces new products or services that does not affect or change the Terms and Conditions of Client's Bilderlings Account, Bilderlings Pay may inform the Client and add the product or service immediately.

## **18. Communication and Miscellaneous**

18.1 Bilderlings Pay communicates to the Client via e-mail or through Personal Panel or via telephone. For this purpose, the Client at all times must maintain at least one valid e-mail address in Bilderlings Account profile. The Client is required to check for incoming messages regularly and frequently. E-mails may contain links to further communication on the Personal Panel. Any communication or notice sent by e-mail or Personal Panel will be deemed received by the Client on the same day it is sent to the Client's e-mail inbox before 1.00 pm on a Business Day. If it is sent to the Client's email inbox after 1:00pm on a Business Day or at any other time, it will be deemed received on the next Business Day.

18.1.1. The Client agrees that Bilderlings Pay shall use the e-mail address, postal address and phone number of the Client indicated in the Application form (if applicable) to inform the Client on services offered by Bilderlings Pay. Client agrees to provide additional information in Personal Panel or by other means if Bilderlings Pay requires it in order to specify information indicated.

18.1.2 For avoidance of any doubt Bilderlings Pay informs the Client that only communication via Personal Panel and/or communication via official e-mails of Bilderlings Pay (ending @bilderlings.com) to the e-mail indicated by the Client in the process of on-boarding or later as the official e-mail address of the Client, and/or communication via official telephones of Bilderlings Pay to the telephone number indicated by the Client in the process of on-boarding or later as the official telephone number of the Client shall entail legal consequences for Bilderlings Pay.

18.1.3 If the Client in breach of clause 18.1.2 chooses any other way of communication, it shall be at the sole risk of the Client, and the Client understands that any arrangements between the Client and Bilderlings Pay based on the communication other than the means of communication mentioned in clause 18.1.2 shall not be legally binding upon Bilderlings Pay.

18.2 Where legislation requires Bilderlings Pay to provide information to the Client on a durable medium, Bilderlings Pay will either send the Client an e-mail (with or without attachment) or send the Client a notification pointing the Client to information on the Personal Panel in a way that enables the Client to retain the information in print format or other format that can be retained by the Client permanently for



future reference. The Client is required to keep copies of all communications Bilderlings Pay sends or makes available to the Client.

18.3 The Client can request a copy of the Terms and Conditions or any other contractual document relevant to the Client by contacting Customer Service.

18.4 Bilderlings Pay will communicate to the Client in English and will always accept communications made to Bilderlings Pay in English. The Client can choose the Client preferred language from the list of supported languages in Bilderlings Account profile and Bilderlings Pay will send the Client automated e-mail notifications and communications regarding changes to the Terms and Conditions in the Client chosen language. For non-standard communication, Bilderlings Pay reserve the right to communicate with the Client in English. Documents or communications in any other languages are for convenience only and shall not constitute an obligation on Bilderlings Pay to conduct any further communication in that language.

18.5 Any communication or notice sent by post will be deemed received four (4) days from the date of posting for UK post or within seven (7) days of posting for international post.

18.6 No person other than the Client shall have any rights under the Terms and Conditions and the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

18.7 Bilderlings Account is personal to the Client and the Client may not assign any rights under the Terms and Conditions to any third party.

18.8 Bilderlings Account is operated in the United Kingdom and the Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales. Any dispute under the Terms and Conditions or otherwise in connection with Bilderlings Account shall be brought exclusively in the courts of England and Wales.

18.9 If any part of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Terms and Conditions, which shall continue to be valid and enforceable fully permitted by law.