

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

## 1. Terms and Definitions

- 1.1 Web Panel – Bilderlings Pay's Web Panel that enables the Client to open and maintain Bilderlings Account.
- 1.2 Bilderlings Pay - Bilderlings Pay Limited, a company incorporated under the laws of England and Wales with registration number 09908958, whose registered office is at 66 Prescott Street, London, United Kingdom, E1 8NN. Bilderlings Pay is authorised by FCA under the Electronic Money Regulations 2011 for the issuing of electronic money. Bilderlings Pay's FCA e-money register number is 900637.
- 1.3 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.
- 1.4 Client - the natural person or legal entity in whose name Bilderlings Account is opened and maintained.
- 1.5 Bilderlings Account - a payment account in Bilderlings Pay system that the Client opens and maintains through the Web Panel;
- 1.6 Customer Service - Bilderlings Pay customer service, which the Client can reach by sending a message through the "Contact Us" facility on the Website.
- 1.7 Fees - the charges payable by the Client to Bilderlings Pay for using Bilderlings Pay's Services, available in Bilderlings Pay's Website.
- 1.8 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.
- 1.9 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).
- 1.10 Privacy Policy - the Bilderlings Pay's policy governing the processing of personal data which is available on the Website, as may be amended from time to time.
- 1.11 Terms and Conditions - the Terms and Conditions, published on the Website and as may be amended from time to time.
- 1.12 Website - the Bilderlings Pay's 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's services in order to send and receive electronic money payments and other services provided by Bilderlings.
- 2.2 The Terms and Conditions is concluded when the Client submits 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's services. The Client agrees that the Client's use of Bilderlings Pay's services shall constitute the Client's acceptance of the Terms and Conditions. Before the Client signs up for Bilderlings Pay's services, the Client must read any updates of the Terms and Conditions on the Website. 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 for future reference. The Client can always view the current 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

### Section 1: 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 Web 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 11, 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. The Client can choose the method of withdrawal when submitting the Client's withdrawal request.

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 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.

### Section 2: Levels of Bilderlings Account

3.9 Bilderlings Account may have one of the three possible levels: 1st level Bilderlings Account, 2nd level Bilderlings Account and Corporate level Bilderlings Account.

3.9.1 1st level Bilderlings Account would require the Client to state his identity: name, surname, date of birth, country of residence and both his cell phone number and his email address.

3.9.2 2nd level Bilderlings Account would require the Client to submit good quality photo or scanned copy of ID document or passport of the Client, scanned copy of utility bill, dated within the last 3 months.

3.9.3 Corporate level 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 ensures that:

3.11.1 document is valid;

3.11.2 there is 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.

3.11.3.1. Client should ensure that document includes all necessary pages, grading scales, legends and translations.

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

3.11.3.3. Client should ensure that 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. If the original document is in color, Client save his scan or photo in color.

3.12 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.

3.13 Bilderlings Pay reserves the right not to make a report to NCA, 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.

3.14 The limitations of the 1st level Bilderlings Account are as follows:

3.14.1. maximum turnover limit: equal or less than €15,000 (in a single operation or in several operations which appear to be linked);

3.14.2 annual turnover limit: equal or less than €2,500;

3.14.3 annual redemption (withdrawing) limit: equal or less than €1,000;

3.14.4 single transaction limit: equal or less than €1,000;

3.15 1st level Bilderlings Account is provided for physical persons only.

3.16 The limitations of the 2nd level Bilderlings Account are as follows:

3.16.1 annual turnover limit: equal or less than €30,000;

3.16.2 annual redemption (withdrawing) limit: equal or less than €10,000;

3.16.3 single transaction limit: equal or less than €10,000;

3.17 The limitations of the Corporate level Bilderlings Account are set by 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 Web 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. The Client must not be in breach of any of the Terms and Conditions. The Client must not be a resident of any country to which Bilderlings Pay does not provide the Bilderlings Account services.

4.2 If the Client is a natural person, the Client must be 18 years old or older to use Bilderlings Pay services, and by opening Bilderlings Account the Client declares that the Client is 18 years old or older. Bilderlings Pay may require at any time for the Client to provide evidence of the Client's age.

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 Web Panel. 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.

4.4 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 and will be recorded as such. 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 The Client may only open one Bilderlings Account, unless Bilderlings Pay explicitly approves the opening of additional Bilderlings 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 must tell Bilderlings Pay, even if the Client uses it also for private purposes. If the Client has stated that they will use Bilderlings Account for private purposes only, the Client must tell Bilderlings Pay immediately before, if at any point in the future, the Client uses it for commercial purposes by contacting Bilderlings 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 must ensure that the information recorded 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 may contact the Client by e-mail or in other ways described in section 17 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.

5.3 Fund uploads, payments received, payments sent and fund withdrawals 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.

5.4 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 Web 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 by opening the Web Panel, logging into Bilderlings Account and following the relevant upload instructions. The Client may be presented with a number of different upload methods, depending on which payment instruments the Client has added to Bilderlings Account and which payment methods are available in the Client's country of residence. Upload methods are payment services provided by third party financial institutions and are not part of Bilderlings Pay's service.

Bilderlings Pay does not guarantee the use of any particular upload method made available, and may make changes to or discontinue the acceptance of any particular upload method at any time without following the procedure set out in section 16.

Notwithstanding section 7.8 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.

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 published in Bilderlings Website.

7.4 The Client may allow a merchant that the Client wishes to pay through Bilderlings Account on a regular basis - recurring payments (e.g. for a subscription service) to debit Bilderlings Account for each recurring payment. In this case the Client authorises Bilderlings Pay to debit the payment instrument which the Client used to make the original payment also for each subsequent payment. In order to cancel recurring payments for the future, the Client should (a) contact Bilderlings Pay and (b) notify the merchant from which the Client has purchased the goods or services that the Client has cancelled the recurring payment. The Client should not cancel or otherwise reverse such recurring transactions by simply contacting the issuer of the payment instrument without following the cancellation steps mentioned in this section 7.4.

7.5 Subject to section 7.6., Bilderlings Pay will not be liable for any recurring payment(s) that are made before the Client has notified Bilderlings Pay of the cancellation and if Bilderlings Account balance goes into negative because of such payment(s), the Client will be liable to repay such amount to Bilderlings Pay.

7.6 Bilderlings Pay will refund any past recurring payment(s) initiated by or through the merchant provided that (a) the original authorisation given to Bilderlings Pay or the merchant did not specify the exact amount of the payment and (b) the amount of the payment exceeded the amount that the Client could reasonably have expected taking into account the Client's previous spending pattern and the circumstances of the case.

The Client must request such a refund within night (9) weeks from the date the funds were debited from Bilderlings Account. The Client agrees to provide Bilderlings Pay with such information as is reasonably necessary to ascertain whether the conditions for a refund described in this section 7.6 are satisfied. Within twelve (12) Business Days of receiving a request for a refund or, where applicable, of receiving any further information Bilderlings Pay requested from the Client, Bilderlings Pay will either refund the full amount of the payment or provide the Client with justification for refusing to refund the payment indicating that the Client has a right to refer the matter to the Financial Ombudsman Service if the Client does not accept the justification provided.

7.7 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.

7.8 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.

7.9 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 an administration fee, according to applicable fees published in Bilderlings Website, per upload return.

7.10 Uploads are subject to upload 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.

7.11 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.

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

7.13 According to section 12, uploads are subject to upload fees and currency conversion fees depending on which upload method and payment instrument is chosen.

7.14 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 in "Fees" section of Bilderlings Webpage, 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. 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 password tokens, 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.

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 e-mail address 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 e-mail address of the intended recipient is registered with Bilderlings Pay, the funds will be instantly credited to Bilderlings Account associated with that e-mail address. Once funds are credited to the recipient's Bilderlings Account, the transaction becomes irreversible.

8.5 If the recipient's e-mail address is not registered with Bilderlings Pay, Bilderlings Pay will send a notification e-mail to that e-mail address 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 The Client can make recurring payments by setting up a recurring payment order on Bilderlings Account. The Client can cancel the Client's recurring payment order for future payments at any point by logging into Bilderlings Account and deleting it. The Client will not be able to cancel transactions that have already been credited to the recipient.

8.7 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.

8.8 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.

8.9 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.

8.10 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 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.

8.11 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.

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

8.12.1 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;

8.12.2 The Client fails to pay applicable Fees;

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

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

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

8.13 If Bilderlings Pay refuses to process a transaction because Bilderlings Pay thinks it is suspicious or potentially illegal, where Bilderlings Pay is permitted to do so by applicable law Bilderlings Pay will contact the Client by phone. 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.

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

8.15 According to section 12, sending payments is subject to fees and currency conversion fees depending on the type of payment the Client makes and the type of Bilderlings Account the Client holds.

8.16 According to section 12, 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.

## 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 Pariours, 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's services for transactions that may be considered illegal in the Client's jurisdiction.

9.3 The Client may not use Bilderlings Pay's services if the Client is residing in any of the following countries: Iran, North Korea. 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 an administration fee, according to applicable fees published in Bilderlings Website, 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 request a withdrawing of all or part of the funds held in Bilderlings Account at any time. To do this the Client must log into Bilderlings Account, select a withdrawing method, and enter the amount to be withdrawn. Withdrawing methods are payment services provided, at least in part, by third party financial institutions (for example, the bank where the Client holds a bank account). Bilderlings Pay does not guarantee the availability of any particular withdrawing method and may make changes to or discontinue a particular withdrawing method at any time without following the procedure set out in section 16 as long as there is at least one withdrawal method available to the Client. 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 Bilderlings Account is subject to withdrawing limits. These limits are set depending on the Client's Bilderlings Account level. The Client can view the Client's withdrawing limits at any time in the relevant section of Bilderlings Account profile.

10.4 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 cooperates with Bilderlings Pay to verify the Client's identity.

10.5 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. Without prejudice to claiming further

damages, if Bilderlings Pay is required to investigate a withdrawing to a payment instrument that is not in the Client's name, Bilderlings Pay may charge an administration fee, according to applicable fees published in Bilderlings Website.

10.6 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 an administration fee, according to applicable fees published in Bilderlings Website, for doing so and Bilderlings Pay cannot guarantee that the reclaim efforts will be successful.

10.7 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 11.

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

10.9 According to section 12, withdrawals are subject to withdrawing fees and currency conversion fees depending on which withdrawing method and payment instrument is chosen.

## 11. Termination, suspension and closing Bilderlings Account

11.1 Bilderlings Pay may terminate Bilderlings Account or any payment service associated with it by giving the Client one (1) month prior notice or 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.

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

11.3 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.

11.4 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 8.11. 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:

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

11.6 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.

11.7 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

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

11.9 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.

11.10 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.

11.11 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 six (6) 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.

11.12 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 Dormancy Fees.

## 12. Fees

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

12.2 Transaction related fees could be viewed at any time in the "Fees" section of Website. 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 16.

Under certain circumstances, Bilderlings Pay may charge additional fees as set out in these Terms and Conditions.

12.3 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.

12.4 For every currency conversion, Bilderlings Pay will apply its own exchange rates that are available online in the Currency Conversion Fees section of the "Fees" page and which are updated on a regular basis throughout the day. Changes in these exchange rates may be applied immediately and without notice. In addition, Bilderlings Pay will apply a foreign exchange fee, which is also displayed in the "Fees" section of the Website and which is expressed as a percentage applicable in addition to the transaction fee.

12.5 Fees are expressed either as a percentage of the transaction or as a fixed amount in EUR. 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 under the "Currency Conversion Fees" section of the "Fees" section and then deducted. Bilderlings Pay will not apply a foreign exchange fee on currency conversions of fees.

12.6 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. Reversal or chargeback fees will be deducted when incurred.

12.7 If the deduction of fees results in a negative Bilderlings Account balance, 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, however, Bilderlings Pay reserves the right at any time to send the Client reminders that the Client needs to upload funds or to take other debt collection measures including but not limited to instructing a debt collection agency or solicitors or to pursue the claim in court. Bilderlings Pay reserves the right to charge the Client expenses Bilderlings Pay has reasonably incurred in connection with any debt collection or enforcement efforts.

## 13. Complaints

13.1 Any complaints about Bilderlings Pay or the services Bilderlings Pay provides should be addressed to Bilderlings Pay by contacting Customer Service. The Client should clearly indicate that the Client is wishing to make a complaint to Bilderlings Pay. This helps Bilderlings Pay to distinguish a complaint from a mere query. Bilderlings Pay sends the Client a complaint acknowledgement by post or by e-mail within 48 hours of receiving the Client's complaint in accordance with Bilderlings Pay's complaints procedure. The Client may request a copy of Bilderlings Pay's complaints procedure at any time by contacting Customer Service.

13.2 Bilderlings Pay endeavours to provide the Client with an answer or resolution to the Client's complaint within the timeframes as outlined by the Financial Ombudsman Service. Should this not be possible due to unforeseen circumstances or lack of information, Bilderlings Pay will contact the Client.

13.3 If the Client's complaint is not resolved to the Client's satisfaction, the Client may contact the Financial Ombudsman Service.

## 14. Client's Data

14.1 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.

14.2 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 logging into Bilderlings Account and changing the appropriate setting in Bilderlings Account profile. The Client can also opt out of receiving newsletters by contacting Customer Service. Any e-mail newsletter the Client receives will also give the Client the option to unsubscribe from any future newsletter.

14.3 All relevant Client's data is updated, and relevant documents are stored electronically in unique folders located on Bilderlings Pay's server. Hardcopies

are kept on file in the Bilderlings Pay's office.

14.4 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 clause 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 Processor is Bilderlings Pay.

## 15. Liability

15.1 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:

15.2 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;

15.3 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

15.4 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.

15.5 Section 15.2 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.

15.6 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.

15.7 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.

15.8 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.

15.9 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.

15.10 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.

15.11 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).

15.12 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.

15.13 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.

15.14 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.

## 16. Changes to the Terms and Conditions

16.1 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.

16.2 Bilderlings Pay shall give notice to the Client of any proposed change by sending an e-mail to the primary e-mail address registered with Bilderlings Account.

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

16.4 If the Client objects to the changes, they will not apply to the Client, unless it is a requirement by applicable laws and regulations, however, any such objection shall constitute a notice by the Client to terminate and close Bilderlings Account. Bilderlings Account will be closed in accordance with the provisions of section 11 above.

## 17. Communication and Miscellaneous

17.1 Bilderlings Pay usually communicates to the Client via e-mail. 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 Website. Any communication or notice sent by e-mail will be deemed received by the Client on the same day if it is received in the Client's e-mail inbox before 1.00 pm on a Business Day. If it is received in 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.

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 the Bilderlings Pay.

Client agrees to provide additional information in application form or by other means if Bilderlings Pay requires it in order to specify information indicated.

17.2 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 Website 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.

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

17.4 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.

17.5 Apart from communicating via e-mail, Bilderlings Pay may contact the Client via letter or telephone, where appropriate. If the Client uses any mobile services, Bilderlings Pay may communicate with the Client via SMS. Any communication or notice sent by post will be deemed received four (4) days from the date of posting for UK post or within five (7) days of posting for international post. Any communication or notice sent by SMS will be deemed received the same day.

17.6 The Client may contact Bilderlings Pay at any time by sending a message to Customer Service via the "E-Mail Support" facility on the Website.

17.7 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.

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

17.9 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 except where prohibited by EU law.

17.10 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.