



SPECIFIC TERMS AND CONDITIONS

Zinia Pay in up to 36 instalments

These Specific Terms and Conditions (hereinafter, referred to as, the “**Terms and Conditions**”) constitute an agreement between you (hereinafter, also referred to as, the “**Customer**”) and the store where you buy or engage goods or services through its website or point of sale/Click & Collect, and select the payment method “Zinia Pay in up to 36 instalments” (hereinafter, “**Pay in up to 36 instalments**”). Therefore, when you register for Pay in up to 36 instalments you shall accept the latest version of these Terms and Conditions and, therefore, enter into an Agreement with the store (hereinafter, the “**Agreement**”) which shall remain in force until your payment obligations with Zinia have finalised. Pay in up to 36 instalments is provided by the store in cooperation with Zinia. For more information about Zinia and other related aspects, please read the General Terms and Conditions.

You are hereby informed that once Pay in up to 36 instalments is chosen, the credit right derived from your purchase shall be transferred to Zinia. Therefore, after acceptance of your purchase request, the rights associated with the amount you owe based on your request shall be transferred from the store to Zinia. This means that once you have chosen the payment method and Zinia has accepted your request, you will only be able to pay Zinia – payment made to any third party, including the store, shall not release you from your payment obligation to Zinia. In other words, in the event you make the full order payment to a third party, you will still have to meet your obligation to Zinia and the full order amount.

Pay in up to 36 instalments may only be offered after your creditworthiness has been assessed. Should it not be possible to offer you Pay in up to 36 instalments due to your credit rating or any other reason, the store will offer you alternative payment methods, which you can either accept or, conversely, cancel the order.

You acknowledge that you will have to accept the current version of these Terms and Conditions, in addition to the General Terms and Conditions, before using Pay in up to 36 instalments. You can access the latest version of these Terms and Conditions and the General Terms and Conditions at any time on the Zinia website and app.

1. What does Pay in up to 36 instalments offer?

Pay in up to 36 instalments is a payment method that offers you the opportunity to pay for your purchase made on an online store or point of sale/*Click&Collect* in several instalments (e.g., in 3, 6, 12, 18, 24, 36 instalments, etc.), depending on the amount of your purchase and the criteria established by the shop. The first instalment will be due on the 30th calendar day after the day on which your order was processed (for purchases at point of sale and/or *Click&Collect*) or was sent for delivery (for purchases through the online store or app). After the first instalment, each subsequent instalment will be paid every 30 days.

You can pay Zinia for your purchase via bank transfer, or any other payment method offered by Zinia at any time for Pay in up to 36 instalments (e.g., card, direct debit, payment initiation service (PIS)). Zinia reserves the right to offer the most suitable payment method depending on the status of your order. You can find the relevant payment instructions by logging in to your My Zinia – Customer account on the Zinia website/app. In any case, Zinia will notify you of the payment due date and provide you with payment instructions by email and/or SMS.

The store will inform Zinia when the order is processed/shipped, and Zinia will send you the payment



instructions so that you can pay Zinia directly for your purchase.

Please note that for purchases made through the online store or app, if you change the delivery address once your request/application has been accepted by Zinia, Zinia may automatically cancel this transaction and inform the shop accordingly.

Zinia reserves the right - insofar as it is permitted by law - not to refund any payment or cost in connection with the return of your order.

By using Pay in up to 36 instalments, you hereby declare that:

- You have not requested any suspension of payments.
- You have neither been declared bankrupt nor are you expecting to file for bankruptcy in the near future; nor are you in default regarding any debt repayments.
- You have not at any time obtained authorisation for the process or mediation in accordance with the applicable local regulations.
- You are not under administration, custody or guardianship, or in any similar situation.
- You are eighteen (18) years of age or older and you have sufficient capacity to enter into a legally binding agreement or that someone with sufficient capacity has the authorisation to legally act for you and on your behalf.
- You agree to fully meet the payment obligations arising from your order in a timely manner by paying Zinia.

2. What happens if you return or cancel the purchase?

If you decide to cancel or return any of the items purchased using Pay in up to 36 instalments, you must arrange the return or cancellation directly with the store, ensuring that the items are returned in accordance with the store's return policy or instructions, or, where relevant, the applicable legislation. Once the store informs us that the items have been returned or cancelled, Zinia will cancel the amount due.

If you decide to return or cancel part of your purchase, you will only have to pay the amount relating to the items you want to keep. If you return or cancel the entire order, Zinia will cancel the corresponding amount.

3. What happens with overpayments?

In the event that you pay more than the amount indicated in the payment instructions, Zinia reserves the right to cancel and/or adjust the following instalments due, not only for your current purchase, but also for any other purchase you have made at the corresponding store or any other using Zinia. Zinia will always reduce or cancel the oldest debt. In the event you don't have any outstanding debt with Zinia, the remaining amount will be refunded to you via the same payment method used. In any case, you can find all the information regarding your payments in your Zinia account.



4. What are the costs for Pay in up to 36 instalments?

Zinia charges you EUR 0 for using Pay in up to 36 instalments if you pay Zinia your instalments as stated in the payment instructions sent to you.

However, should you fail to pay any of the required instalments to Zinia on time, the debt owed shall be immediately claimable and you shall be deemed to be in default.

You are hereby informed that as from the date you are deemed to be in default, Zinia shall be entitled to apply interest, calculated at the statutory monthly interest rate, on the amount you owe, as well as administration fees relating to the payment reminders sent by Zinia, pursuant to the applicable legislation in force. Zinia shall be entitled to charge you all reasonable costs, both judicial and extra-judicial.

- If any of the instalments are not paid on time, different communications will be sent via email and SMS. Zinia will charge you €1.20 for each reminder sent to you (with a maximum of four (4) chargeable reminders). Please note that in such case, the additional costs charged for each reminder will be added to the remaining instalments.
- Your instalment plan may be terminated if you default under the following conditions: (i) you fully or partially defaulted on at least 2 consecutive instalments and on at least 10% of the total nominal value and (ii) you were given a 2-week grace period to settle these outstanding payments with the explanation that your entire remaining debt will be due in case of non-payment.
- If you do not pay any of your instalments to Zinia after the established periods as informed in the different communications, your invoice will be assigned to a specialist collection company that will charge you its own rates.

5. How are your personal data processed?

5.1 How does the store process your personal data?

The store will process your personal data to (i) adequately execute perform and maintain this Agreement; (ii) comply with statutory provisions it is subject to, such as requests for information from individual authorities; and, to (iii) meet its legitimate interest, among others, relating to the prevention of fraudulent activities and to protect you from possible fraud or to conduct satisfaction surveys.

For further information on your personal data and privacy rights, read the store's privacy policy on its website.

By using Pay in up to 36 instalments, you acknowledge that you have read the store's privacy policy.

5.2 How does Zinia process your personal data?

Zinia shall process your personal data to (i) adequately execute, perform and maintain this Agreement; (ii) comply with statutory provisions it is subject to, such as requests for information from individual authorities; and, to (iii) meet its legitimate interest, among others, relating to the prevention of fraudulent activities and to protect you from possible fraud or to conduct satisfaction surveys.



Some of the aforementioned processing activities are performed by Zinia through automated decisions that may significantly affect you. These include the following: data profiling based on the legitimate interest of Zinia to assess whether your use of the Zinia services is associated with a risk of fraud; to adequately execute and perform the Agreement; to study your creditworthiness to ascertain your solvency; and to predict whether or not you can afford to pay for the items ordered in order to avoid possible non-payment of the debt. In all these cases, Zinia shall comply with the procedures, rights and guarantees applicable under current legislation. For further information about automated individual decision-making and information about your right to object to automated decisions that may have legal consequences or decisions that may negatively affect you, please read the Zinia [Privacy Policy](#).

Zinia shall obtain your personal data from third parties, such as the store where you make your purchase, credit agencies, third-party databases (such as CRIF or SCHUFA), social media platforms or publicly available sources. The data obtained from these external sources may include: contact and identification data; economic, financial and insurance data; data on the goods and services purchased; device data; data about your personal characteristics; and data about politically exposed persons and sanctions lists.

For further information about your personal data and privacy rights, please read the Zinia [Privacy Policy](#).

By using Pay in up to 36 instalments, you acknowledge that you have read the Zinia [Privacy Policy](#).

6. Claims and Complaints

Should any dispute arise between you and the store, you must file a claim or complaint directly with the store where you made the purchase. However, Zinia commits to facilitating communication between you and the store in order to resolve any disputes that may arise. Furthermore, Zinia has a complaints procedure that you can access. Please note that the outcome of any dispute with any store shall not affect the rights and remedies that Zinia may exercise to obtain fulfilment of your payment obligations. What's more, responsibility for general customer enquiries (e.g., concerning the goods/services, delivery period or shipping, etc.), returns, complaints or other guarantee-claim settlements shall not change as a result your claim or complaint being transferred to Zinia, and, therefore, the store where you placed your order shall remain responsible for the foregoing.

In the event of any dispute regarding or discrepancy between the German and the English version of these Terms and Conditions, the German version shall take precedence.

For further information about the Zinia claims and complaints procedure and about its customer service, please read the [General Terms and Conditions](#).

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