



General Terms and Conditions for Customers

Zinia Website and App

These General Terms and Conditions (hereinafter referred to as the “**Terms and Conditions**”) constitute an Agreement (hereinafter, the “**Agreement**”) between Open Bank, S.A., (hereinafter referred to as “**Openbank**” or “**Zinia**” (its trade name)) and you (hereinafter, also referred to as the “**User**”) regarding the services and features available on the Zinia website (hereinafter, the “**Website**”) and/or on the Zinia app (hereinafter, the “**App**”), available on application download platforms for IOS and Android mobiles (hereinafter, the “**Services**”).

Use of and access to the Website and, where appropriate, the App, are governed by the provisions of these **General Terms and Conditions**, as well as by our [Privacy Policy](#) and [Cookie Policy](#). By using, accessing, browsing and viewing the content of this Website and App, you become a **User** and accept, through the mere use of them, the provisions established in these Terms and Conditions. If you create an account (hereinafter, the “**Account**”), in accordance with Section 2.1 “**Account Creation**”, you will also be considered a “**Registered User**” or, if you are already a Zinia customer due to having used one of our payment and/or financing methods, you will be considered a “Registered Customer”. As a Registered User or Registered Customer, you will be able to access both the App and the private area on the Website.

Access to the Website and, where appropriate, the App, is voluntary and free of charge.

1. What is Zinia?

Zinia is a trademark registered by Open Bank, S.A., a Spanish credit institution registered at the Trade Registry of Madrid in Volume 5308, Folio 202 and Sheet M-87030, and at the Bank of Spain under registration number 0073. The contact details for Openbank are as follows:

Name: Open Bank, S.A.

Spanish Tax ID Number: A-28021079

Postal address: Plaza de Santa Bárbara 2, 28004, Madrid (Spain)

Email address: info.de@zinia.com

Website: <https://www.zinia.com/en-de>

2. General Website and Service information

Through the Zinia Website and App, Zinia offers you the following Services: (i) interaction with Zinia and access to the Frequently Asked Questions section; (ii) access to information regarding the Zinia payment and financing methods, legal documentation and general information about Zinia; and, (iii) access to offers and promotions, etc. Additionally, in the event that you have created a Zinia Account, you can: (iv) see and manage your personal and contact details; (v) manage your marketing consents; (vi) use the settings related to the security of your Account, as well as change the passcode or request the Account to be closed. What’s more, as a Registered Customer, you can also: (vii) manage your payments, including making early payments; and (viii) see the status of the purchases you have made using the Zinia payment and financing methods.



Bear in mind that the exact content of the Services available at any time may vary according to country.

As a User, you are fully responsible for your conduct when accessing the information on the Website and, where applicable, the App, during and after browsing on or using them. You agree not to use the content that Zinia makes available to you, regardless of whether or not it has been created by Zinia or has been officially published in its name, to carry out illegal or immoral activities, or that infringe public order.

Furthermore, you agree to refrain from: (i) uploading, publishing or sharing content of an unlawful, fraudulent, abusive, threatening, offensive or criminal nature (such as discrimination on the grounds of race, religion or gender, or that contains child pornography or unlawful depictions of violence); (ii) sharing content that contains viruses, Trojan horses, spyware, adware, malware or any other harmful or damaging program; (iii) distributing unsolicited advertising (spam) or engaging in any other form of harassment. You shall be exclusively liable for any content that you do upload, publish or share and shall compensate and deem Zinia to be exempt from any liability, damages or costs that may arise as result of publishing or sharing said content, including in the event of third-party claims against Zinia.

Zinia reserves the right, without obligation, to monitor, review, adjust, deactivate or remove content at its own discretion without notifying you or any third party. In addition, Zinia reserves the right to withdraw or deny access to the Website and the App, without prior notice, to Users who fail to comply with these General Terms and Conditions or the corresponding Specific Terms and Conditions in each case.

2.1 Account creation and/or activation

If you decide to register and create an Account, you may access the private area of the Zinia Website or App. The creation of an Account is ancillary and voluntary, except in cases in which we ask you to create an Account in order to resolve any issue related to the Services or your payment method. To create an Account, you must complete the registration process, including providing your telephone number and email address. You will only need to complete this registration process once, after which you can log in whenever you want, identifying yourself with your telephone number or email address and your unique passcode.

Bear in mind that if you have made a purchase and selected the Zinia payments and lending methods, we will create your Account. In order to activate the Account, you must complete the registration process by verifying your details. The activation of the Account is ancillary and voluntary.

As a Registered User or Registered Customer, you are exclusively responsible for the correct safeguarding and strict confidentiality of your passcodes, login details and any other element provided to you by Zinia, and you undertake not to transfer use of them to any third party, either temporarily or permanently. Furthermore, you are responsible for the use of the Services by unauthorised third parties using the telephone number or email address associated with your Account.

Finally, it is your obligation to immediately inform Zinia in writing, via the email address info.de@zinia.com, of any event that allows or may allow the improper use of your passcodes, including, but not limited to, theft, loss or other similar circumstances. Unless Zinia is notified in writing and in an irrefutable manner of such events in the terms indicated above, Zinia shall be exempt from any liability that may arise from the improper, fraudulent, culpable or harmful use of such passcodes and/or electronic signatures.



2.2 Account closure

You can close your Account on the Zinia Website or App whenever you want. You can also close your Account by contacting our Customer Service department (see Section 12: **Contacting Zinia**). Please note that Zinia may continue to process your personal data for purposes that may continue after closure of your Account (e.g., managing pending payments). Should you wish to exercise your right to erasure of your personal data, Zinia will fulfil said right, upon receipt of your request, in accordance with the applicable legislation, as provided for in the Zinia [Privacy Policy](#).

Zinia reserves the right to close or deny access to your Account at any time if you fail to comply with these Terms and Conditions or the Specific Terms and Conditions, where applicable.

2.3 Data retention period

Zinia reserves the right to store data regarding the purchases and transactions you've made via the Website and/or App for the period of time required for it to meet its obligations under these Terms and Conditions or as so required by law.

3. What are your obligations?

Any information you provide Zinia, whether relating to the creation or use of the Account, or to the payment and/or financing methods, etc., shall be accurate and up to date, and you shall use your real identity. Bear in mind that Zinia shall deem any use of false, inaccurate or misleading information or any information that you are not authorised to use, as improper use. Any evidence relating to improper use of the information or the Services may be stored and used for future risk assessments and for the protection of the parties involved.

What's more, Zinia reserves the right to block its Services from further use. If you upload, import or share content to and with Zinia, like images, texts, receipts, product and/or service and delivery information, or any other content, you grant Zinia the right, without limits, to use and display said content for purposes of performing the Services. In any case, you shall be responsible for any content that you upload or share with Zinia.

As a Registered User or Registered Customer, you are solely responsible for keeping your contact details up to date and for ensuring that Zinia has your up-to-date postal address, email address and telephone number at all times so that it can contact you by said means if required. For further information on how to update your email address and/or telephone number, see "Section 8: **How does Zinia process your personal data**" of these Terms and Conditions.

4. Third-party services

Some of the Services you use may include features or services provided by a third party. When you use features that depend on third-party services, you consent to Zinia using such services on your behalf. Furthermore, you may have to register on the app store before downloading the App. Zinia has no involvement whatsoever in the collecting, processing and use of personal data by the respective app store platforms.



5. What is the extent of Zinia's liability?

Zinia shall not be liable for any damage or harm caused as a result of your failure to comply with the provisions established in these Terms and Conditions, particularly, any non-compliance with the limitations or obligations set out herein regarding use of the Services of the Website and App.

Zinia shall not be liable for any damage or loss that may arise from errors relating to access or use of the Website or App or its Services or content, including any temporary unavailability of them. Zinia, however, undertakes to do all it can to avoid such errors and to provide any clarification that may be required.

Zinia shall not be liable for any damage or loss that arises from computer viruses, cyber-attacks or any other tampering relating to your, Zinia's or the store's devices or systems. Furthermore, Zinia shall not be liable for any loss of business, profits or data, or any indirect, incidental, special or consequential damage, no matter the cause, due to accessing or using the Services.

Important: the information Zinia provides on its Website and App is for information purposes and to facilitate compliance with your contractual obligations. Zinia guarantees the veracity and accuracy of the information. However, the information should be construed neither as a recommendation nor as legal, fiscal, financial, investment or technical advice, nor does it constitute an offer or a guarantee of the services, unless specified as such. It should not be construed as a proposal to undertake transactions and should not be used as a basis for your financial decisions. Zinia shall not be liable for any use the information is put to.

6. What's Zinia's liability regarding third-party links and websites?

Zinia has no control over the content of third-party websites linked to the Website or App and, therefore, shall not be held liable for such content.

Zinia shall not be liable for any loss, claim or damage that arises as a result of the use or misuse of links to third-party websites or any information provided on them. These links do not in any way imply that there is a relationship, collaboration or dependence relating to Zinia and the owner of the corresponding third-party website.

Should it come to Zinia's attention that the activity or information available through such links is illegal, constitutes a crime or may have a negative impact on the property or rights of third parties, Zinia shall act with the necessary diligence to remove or disable such links as soon as possible.

7. Intellectual and industrial property

The entire Website and App is subject to national, EU and international copyright and intellectual property legislation. As a User, you acknowledge and accept that all trademarks, trade names and distinctive signs, as well as all industrial and intellectual property rights over the content and/or any other element included on the Website and App, are the exclusive property of Open Bank, S.A., Grupo Santander subsidiaries and/or of third parties that have authorised Open Bank S.A., to use them. Under no circumstance whatsoever does access to the Website and/or App imply any kind of waiver, transmission, licence or total or partial transfer of these rights, unless expressly stated otherwise. All reproduction rights are reserved, including iconographic and photographic representations. Reproduction of all or part of the contents of this Website or App in any medium whatsoever is strictly forbidden without the prior express written authorisation of Zinia.



8. How does Zinia process your personal data?

Zinia – as data controller – shall process your personal data in accordance with the current applicable legal provisions in order to meet its obligations under this Agreement and to identify you and undertake customer management for fraud prevention purposes, and to answer any queries you may have and to send you marketing, among others.

For further information about the data processing carried out by Zinia, the purpose of said processing and the corresponding legal grounds, the data categories processed, the recipients of the data and their origin, and the corresponding data retention periods, as well as your data protection rights and those granted to you by law, see the Zinia [Privacy Policy](#).

You can exercise your rights of access, portability, rectification, erasure, objection and data processing limitation, as well as your right not to be subject to exclusively automated decision-making, at any time by contacting us through the following channels:

- Email address: datenschutz.de@zinia.com.
- Postal address: Privacy, Open Bank, S.A., Plaza Santa Bárbara 2, 28004 Madrid, Spain.
- Location: Plaza Santa Bárbara 2, 28004 Madrid, Spain.
- Telephone number: +49 216 1621 0029.

Finally, you can submit a claim or complaint to Zinia and/or the Spanish Data Protection Agency (AEPD), particularly if you believe that the exercising of your rights has not been handled satisfactorily, by writing to the above-mentioned address or via the website: www.aepd.es. In the event you reside in a member state other than Spain, you can contact the data protection agency in your country.

By using, accessing, browsing and viewing the content of the Zinia Website, you acknowledge that you have read and understand the Zinia [Privacy Policy](#) and [Cookie Policy](#).

9. How does Zinia use cookies?

Zinia uses both its own and third-party cookies when you browse the Website and App, which you can configure as you see fit. Please see the Zinia [Cookie Policy](#) to find out how Zinia manages its own and third-party cookies.

10. Electronic communications

When registering on the Zinia Website and/or App and agreeing to abide by these Terms and Conditions, you agree that communications between you and Zinia shall mainly be carried out via electronic means. Therefore, when applicable, communications relating to payment instructions and payment terms, as well as communications required by law and any other, shall be made electronically (via the Website, the App and the email address you provided Zinia with, etc.).

In addition, when applicable, Zinia can also send you communications via other means, including by post, etc. Given that these communications relate to contractual or legal requirements, you cannot object to them being sent to you.



11. Assignment

You shall not assign or transfer any right or obligation you have under these Terms and Conditions. Insofar as permitted by the applicable law, Zinia may transfer or assign this Agreement or any right or obligation under it at any time to a third party, provided that such assignment does not have a negative impact on your rights and obligations. By accepting these Terms and Conditions, you consent to the possibility that they may be assigned or transferred. Upon said assignment or transfer of this Agreement or any right or obligation under it, you will receive a notification informing you that such assignment or transfer has taken place, and you will be entitled to terminate this Agreement, where appropriate.

12. Contacting Zinia

You can contact our Customer Service department by:

- Calling +49 216 1621 0029 from 9:00 a.m. to 5 p.m., Monday to Friday (excluding national public holidays).
- Sending an email to info.de@zinia.com

Zinia is committed to informing you of the status of your request within a period of 48 business hours.

12.1 Claims and Customer Service Department

If the response received from the Customer Service department is unsatisfactory, you can contact our Claims and Customer Service Department.

Claims and Customer Service Department

Postal address:

Apartado de Correos 35.250

28080 – Madrid

Email address: santander_reclamaciones@gruposantander.es

12.2 Office of the Customer Ombudsman

The Office of the Customer Ombudsman is an independent body that the Santander Group adheres to. You can submit a claim or complaint to the Customer Ombudsman by writing to:

Mr José Luis Gómez-Dégano y Ceballos-Zuñiga

Apartado de Correos 14019

28080 Madrid



12.3 Claims Service of the Bank of Spain

Once the claim or complaint has been filed with the Claims and Customer Service Department or with the Office of the Customer Ombudsman, if the response has not been satisfactory or if a period of one month has elapsed since the claim or complaint was filed without having received a response, you may contact the Claims Service of the Bank of Spain.

Servicio de Reclamaciones del Banco de España

Calle Alcalá 48, 28014 Madrid

Click [here](#) to access the virtual office of the Bank of Spain.

Before submitting your claim or complaint to the Claim Service of the Bank of Spain Complaints Service, we remind you that current regulations require customers to prove that they have previously contacted Openbank's Customer Service Department or the Office of the Customer Ombudsman of the Santander Group, which acts independently in relation to the principles and guidelines it applies in exercising its duties.

12.4 Complaints forms

Complaint forms are available online and at our offices:

Paseo de la Castellana, 134, 28046 – Madrid

Plaza de Santa Bárbara, 2, 28004 – Madrid

Additionally, you can download and submit complaint forms using the following link:

<https://tramita.comunidad.madrid/denuncias-reclamaciones-recursos/reclamaciones-denuncias-consumo>

In compliance with the provisions of Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes, the following is a link to the online dispute resolution platform set up by the European Commission, which you can use to resolve any discrepancy or dispute in relation to services provided online <http://ec.europa.eu/odr>.

13. Term of validity of this Agreement?

As a User, these Terms and Conditions shall remain in force while you use, access, browse and/or view the content of the Website. If you are a Registered User or Registered Customer, these Terms and Conditions shall be valid for an indefinite period of time. However, each party (you and Zinia) may terminate them at any time. Unless otherwise agreed, these Terms and Conditions shall terminate when you close your Account.



14. Language and applicable legislation and jurisdiction

These Terms and Conditions, as well as other related documents and policies, have been drawn up in German. Communications between you and Zinia arising from our relationship shall be in German.

These Terms and Conditions are governed by German law, unless imperative law or legislation of another applicable jurisdiction takes precedence. Should any of the provisions herein be declared to be totally or partially null and void or ineffective, all other provisions shall remain valid and in force unless specifically declared otherwise.

Any dispute that may arise regarding the application, compliance or interpretation of these Terms and Conditions shall be submitted to the courts and tribunals of Germany. In the event you are considered a consumer under the law of the member state where you live, such dispute may also be subject to the jurisdiction of the courts with appropriate authority in said country.

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

15. Changes to the Website and/or App

Zinia reserves the right to make any changes it deems necessary to the Website and App, as well as to update the information contained therein and the configuration, presentation and conditions of access, without prior notice.

Access to or use of the Website and App following the update of these Terms and Conditions constitutes acceptance of the updated version.

Last update: February 2024