



Legal Notice

1. Purpose and general information

Zinia is a registered trademark of Open Bank, S.A., (hereinafter referred to as “**Openbank**”), a Spanish credit institution with Tax Identification Number A-28021079, registered at the Trade Registry of Madrid in Volume 5308, Folio 202, Sheet: M-87030, and at the Bank of Spain under registration number 0073, with registered office at Plaza de Santa Barbara, No. 2, 28004, Madrid, Spain, and contact email address: info@openbank.com.

Zinia provides online users with access to the Zinia website (<https://www.zinia.com/en-de>) and the Zinia app (hereinafter, the “**Website and/or App**”). The Website and App have been created by Zinia to inform both customers and non-customers (hereinafter referred to as “**Users**”) about its products and services.

In the public section of the Website, Users may find out about the products and/or services offered by Zinia.

In the private section of the Website and the App, Users, after logging into their account, may carry out all transactions related to the products and services that Zinia offers, as well as any relating to their personal data and communications, both of an informative and marketing nature. Access to and use of the Website and App shall be governed by this Legal Notice, as well as by the Zinia General Terms and Conditions, Privacy Policy and Cookie Policy, which users shall accept and abide by when accessing or using the services of the Website and/or App.

Access to the Website and/or App is voluntary and free of charge for Users, whom accept the general terms of use herein by merely accessing the Website and/or App. They shall also be subject to all specific terms of use established herein, which shall take precedence over the general terms of use. Therefore, this Legal Notice should be read carefully before engaging in any activity.

2. Definitions

App: application that can be downloaded from the Zinia Website and app stores.

Website: pages hosted under the domain: <https://www.zinia.com/en-de>.

User(s): any natural or legal person that directly or indirectly accesses and uses the Website and/or App, and that is bound by this Legal Notice by merely accessing and using said Website and/or App. Zinia accepts no liability whatsoever for access by Users in countries where such distribution or use infringes the applicable legislation or regulations in that jurisdiction.

Registered User(s): any person duly registered on the Website (<https://www.zinia.com/en-de>) and/or App.

Customer(s): any Registered User who purchases or engages any Zinia product or service.



Product or service: any type of product and/or service offered through the Website and/or App made available to Users and Registered Users.

The Website and App can be accessed and used free of charge by all Users.

3. Account activation and registration on the Website and/or App

Users wanting to activate their account or register for one via Website and/or App (hereinafter, the “**Account**”) shall do so by providing their telephone number and email address. They shall also accept the corresponding General Terms and Conditions. The Account activation and registration process will only need to be done once. To activate an account, Users will have to enter the code sent to them by SMS or email after identifying themselves by providing their telephone number or email address. Once logged in to their Account, Users will be able to view their products and use the services made available to them by Zinia.

Users shall be exclusively liable for the safeguarding and strict confidentiality of any codes, login details or any other element provided by Zinia and they shall not assign or transfer the right of use of them to third parties, whether temporarily or permanently.

Users shall be liable for any unauthorised use of the products and/or services by unauthorised third parties using the telephone or email address of a Registered User. Likewise, identification and authentication by means of a username and unique passcode render the Registered User exclusively and fully liable for any activity undertaken with and through such access to the Website and/or App services.

Registered Users shall immediately inform Zinia in writing of any event that allows or may allow misuse of the codes, login details and/or electronic signatures – including, but not limited to, theft, loss or any similar circumstance – by sending an email to info.de@zinia.com. Until Zinia is duly notified of such events in writing, pursuant to this Legal Notice, Zinia shall be exempt from any liability that may arise from improper, fraudulent, culpable or malicious use of such codes, login details and/or electronic signatures.

4. Use of the service

Zinia provides Users, through the Website and App, with information about its products and services, offers and promotions, etc.

To use Zinia products and/or services, Users shall first accept the Zinia General Terms and Condition, Specific Terms and Conditions, and the Privacy Policy.

5. Right of exclusion

Zinia reserves the right to withdraw and/or deny access to the Website and/or App, without prior notice, to any User who fails to comply with this Legal Notice, the General Terms and Conditions, and the Specific Terms and Conditions, where applicable.



6. Products and/or services

Users may at any time read about the available Zinia products and/or services in the General Terms and Conditions for customers and merchants in the legal documentation section on the Website and App.

7. Use of the Website and/or App

In the event the Website and/or App cannot be accessed, Zinia shall carry out all activity to remedy such situation. However, Zinia shall not guarantee the absence of errors or the absolute and continuous availability of the Website and/or App, which may be affected by maintenance and improvement work. Zinia shall be expressly exempt from any liability relating to errors or omissions in the information contained on the Website and/or App.

Zinia, to the extent permitted by the applicable current legislation, shall not be liable for any damage or harm that Users may suffer as a result of accessing or using the Website and/or App, including any damage that may be caused to the User's device, computer equipment, files or data stored on/in them, as a result of viruses or any type of malicious code (malware), as well as misuse of the User's device or computer, or using unauthorised tools to access the corresponding device, computer or Account.

Users are fully liable for their conduct when accessing the information on the Website and/or App, including after having accessed it.

Users shall not use any of the content made available to them by Zinia, regardless of whether or not it was created by Zinia or officially published on its behalf, to carry out activities that contravene the law, decency or public order. Any party who accesses the Website and/or App shall comply with the applicable laws, any code of ethics or conduct that may have been accepted, and this Legal Notice of the Website and/or App. Accordingly, they shall refrain from engaging in conduct that includes, but is not limited to, the following:

- a. contravening, disregarding or infringing upon fundamental rights and public freedoms recognised constitutionally in international treaties and in the legal system;
- b. inducing, inciting or encouraging activities of a criminal, derogatory, defamatory, dishonourable or violent nature; or that are otherwise contrary to the law, ethics or generally accepted customs or public order;
- c. inducing, inciting or encouraging activities, attitudes or ideas discriminating against sex, race, religion, beliefs, age or status;
- d. incorporating messages of a criminal, violent, pornographic or derogatory nature; or that are otherwise contrary to the law, ethics or generally accepted customs or public order;
- e. inducing or potentially inducing an unacceptable state of anxiety or fear;
- f. inducing or inciting involvement in practices that are hazardous, risky or harmful to physical and mental health;

- g. false, ambiguous, inaccurate, exaggerated or inappropriate conduct or activity that could be misleading as regards the corresponding subject matter, intention or purpose;
- h. conduct covered by any intellectual or industrial property rights belonging to third parties, without the User having previously obtained from the holders thereof the necessary authorisation for the use undertaken or intended to be undertaken;
- i. infringing the trade secrets of third parties;
- j. conduct that infringes upon the right to honour, personal and family privacy, or the image or reputation of individuals;
- k. infringing the laws and regulations on the confidentiality of communications;
- l. conduct that constitutes unlawful, deceptive or unfair advertising and that, in general, constitutes unfair competition;
- m. creating complications – due to its nature (such as format, extension, etc.) – in the normal operating of the service or failing to comply with the technical or specific requirements established for accessing the Website and/or App; or that could in any way damage, disable or deteriorate the Website and/or App or its services, or hinder normal usage by other Users. Users shall be liable for any damage that Zinia may suffer as a result of the breach of any obligation stipulated herein.

Zinia reserves the right to update the content at its discretion, as well as to delete, restrict or prevent its access, either temporarily or permanently, as well as to deny access to the Website and/or App to Users who misuse the content and/or fail to comply with this Legal Notice, without, in any case, giving rise to any entitlement to compensation or indemnification as regards the denied User.

8. Links

On the Website and/or App, Users can find links to other websites controlled by third parties. Zinia has no control over the content provided by other websites, the links to which may be provided on the Website and/or App. Accordingly, Zinia assumes no liability whatsoever for any aspect relating to such third-party websites, the links to which may be provided on the Website and/or App, nor does it guarantee that such links are free of viruses or any other element that could harm the device, computer equipment, files or data stored on/in them of Users.

Any use of a link or access to a third-party website is made at the sole discretion and risk of Users. Zinia neither recommends nor guarantees any information obtained by or through any link; nor is it liable for any loss, claim or damage arising from the use or misuse of any link – or information obtained through it – including other links or websites, disruption in the service or access, or the attempted use or misuse of any link, both when accessing the Website and/or App, and when accessing information on other third-party websites through the Website and/or App.



Zinia shall assume no liability whatsoever for the content of any third-party website that could contain or reference links to the Zinia Website and/or App, including opinions about the Website and/or App that could mislead users of such websites as regards Zinia services.

9. Intellectual and industrial property

The Zinia Website and App are subject to Spanish law, EU law and international copyright and intellectual property law. Users acknowledge and agree that all trademarks, trade names or distinctive signs, as well as all industrial and intellectual property rights, in the content and/or any other elements on the Website and/or App, are the exclusive property of Zinia and/or third parties with whom it has the exclusive right of use for commercial purposes. In no event shall access to the Website and/or App imply any type of waiver, transfer, licence or assignment, in whole or in part, of such rights, unless expressly stated otherwise. All reproduction rights are reserved, including iconographic and photographic depictions. The reproduction of any content or part of the Website and/or App on any media is strictly prohibited unless expressly authorised in writing by Zinia.

10. Applicable law and jurisdiction

This Legal Notice and the general terms of use in it are governed by Spanish law. Any dispute that may arise regarding the application, compliance or interpretation of the content of this document shall be resolved, by express agreement of both parties, in the courts and tribunals of Madrid, without prejudice to Users or interested parties bringing proceedings before the courts and tribunals and data protection authorities corresponding to their place of residence, as applicable.

In the event of any dispute regarding or discrepancy between the German and the English version of this Legal Notice, the German version shall take precedence.

11. Amendments to this Legal Notice

Zinia reserves the right to change the Website and/or App as it deems necessary and to update the information contained therein, as well as the configuration, presentation and conditions of access, without having to provide prior notice.

Access to or use of the Website and/or App after any update of this Legal Notice shall constitute acceptance of the updated version. Users who do not agree to this Legal Notice or any subsequent update, shall refrain from accessing or using the Website and App.

The internet browser of Users may generate a cached copy of the Website. As such, upon subsequent access, the pages displayed by the browser may not correspond to the most recent pages, but rather to those stored in the cache. To avoid such issues, we recommend Users to refresh the Website in the browser.



12. Data Protection, Privacy Policy and Cookie Policy

This Legal Notice shall apply to all Users of the Website and/or App. By accessing and browsing the Website and/or App, Users consent to Zinia – as data controller – collecting, processing and using the personal data it has access to as a result of their use of the Website and/or App, or that Users provide it, in accordance with the Zinia Privacy Policy and for the purposes of managing proper use of the Website and/or App, and offering Users its products and services. Please read the Zinia Privacy Policy and Cookie Policy carefully in order to understand what personal data shall be collected and processed, the purpose of such processing and your rights as a data subject and how to exercise them, where applicable.