



Specific Terms and Conditions

BNPL in 30 Days

These Specific Terms and Conditions (hereinafter referred to as, the “**Terms and Conditions**”) constitute an agreement between **you** (as the customer) and Zinia when you select the “Zinia Buy Now, Pay Later in 30 days” payment method (hereinafter, “**Pay in 30 days**”). Therefore, when you select the Pay-in-30-days payment method, you shall accept these Terms and Conditions and, therefore, you shall enter into an agreement with Zinia (hereinafter, the “**Agreement**”). For more information about Zinia and other related aspects, please read the General Terms and Conditions.

You are hereby informed that once Pay in 30 days is chosen, the credit right derived from your purchase shall be transferred 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 pay it the full order amount.

You shall only be offered the Pay-in-30-days payment method after your creditworthiness has been studied. Should it not be possible to offer you the Pay-in-30-days payment method due to your credit rating or any other reason, the store will offer you other 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 30 days.

You can access the latest version of these Terms and Conditions and of the General Terms and Conditions at any time on the Zinia website and app.

1. What does Pay in 30 days offer?

Pay in 30 days is a payment method that offers you the opportunity to pay for your purchase through the point of sale or website of a store within thirty (30) days as from the date the order is processed (for purchases at a POS or via Click & Collect) or as from the date the order is shipped (for purchases through the website or app of the store). Once the store has informed Zinia that your order has been processed or shipped, Zinia will send you the payment instructions so that you can pay Zinia directly for the purchase. Please note that in the event you change the delivery address after Zinia has accepted your request, Zinia will automatically cancel the transaction and notify the store of such cancellation.

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 30 days, you hereby declare that:

- You are not currently in any process that may ultimately declare you to be in suspension of payments; you have neither been declared bankrupt nor are you expecting to file for bankruptcy in the near future;



- You are neither in default, nor bankrupt/insolvent, nor have you interrupted any debt repayments.
- You are not under administration, custody or guardianship, or in any similar situation.
- You are eighteen (18) years old or over 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 through Pay in 30 days, 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 return or cancel the entire order, Zinia will cancel the corresponding amount free of charge. 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. In this case, Zinia will deduct the total amount of the items returned from the balance and will adapt the outstanding payment accordingly.

3. How much does Pay in 30 days cost?

Provided you pay the amount you owe within thirty (30) days, as stated in the payment instructions that will be sent to you, you will not be charged anything for using the Pay-in-30-days payment method.

However, should you fail to pay within the 30-day period, 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, up until compliance of the payment obligations.

- If payment is not received after the established 30-day period has elapsed, we will send you reminders and communications, starting from the day after the due date, by email and SMS.



- If we do not receive payment, Zinia may charge you a one-time extrajudicial collection cost, the total amount of which will depend on the actual amount owed and the time at which it is paid. The purpose of this cost is to compensate Zinia for damage or loss caused by the non-fulfilment of your payment obligations, as well as for the costs incurred in the individual and specific efforts to settle your debt, taking into account your personal circumstances and always trying to avoid further detrimental situations, such as higher financial costs, termination of the contract or your inclusion in solvency records.

Debt payment date	Unpaid debt amount		
	≤ €150	≥ €150 and ≤ €300	≥ €300
45 days after the order shipment date	€0.35	€0.56	€1.09
70 days after the order shipment date	€0.70	€1.12	€2.07
90 days after the order shipment date	€1.05	€1.68	€3.16
110 days after the order shipment date	€1.40	€2.23	€4.14

- If you fail to pay to Zinia within 120 days from the date your order was shipped, Zinia may sell your debt to a specialist collection agency that will charge you its own costs.

4. How are your personal data processed?

You are hereby informed that Zinia has to process your personal data – as data controller – in order to be able to address, assess and manage your purchase request and, subsequently, to comply with our contractual obligations and to maintain the contractual relationship with you.

We shall also process your data to comply with the legal obligations to which we are subject, and to fulfil any information requests received from different bodies.

For legitimate interests, we shall also use your data anonymously for statistical purposes, or to improve our behavioural models.

As established in the Zinia Privacy Policy, within the framework of the following data processing activities, Zinia shall make automated individual decisions that could significantly affect you. These include:

- Verifying your identity when you request a transaction (legitimate basis: compliance with a legal obligation).
- Profiling for fraud detection and prevention (legitimate basis: compliance with legal obligation and legitimate interest).



- Profiling for the approval of the transaction by analysing your creditworthiness (legitimate basis: correct performance of the agreement).
- Sending marketing about our own products and services, and those related to the contractual purpose based on profiling with data from internal sources (legitimate basis: legitimate interest).
- Sending marketing about our own products and services based on information obtained from and profiling with internal and external sources (legitimate basis: consent).
- Sending marketing about third-party products and services based on profiling with data from internal and external sources (legitimate basis: consent).

In these cases, Zinia shall comply with the procedures, rights and guarantees established by the applicable legislation. You have the right to request an explanation of the decision made, to exercise your right not to be subject to a decision based solely on automated processing, requesting the involvement of one of our analysts, to express your perspective on the decision made, and to object to it. More detailed information about individual automated decision-making and your right to object to any automated decision with legal consequences, or any other decision that could significantly affect you, can be found in the Zinia Privacy Policy.

We shall collect some of the data that we process relating to you for the above purposes from the external or publicly available sources listed below, in accordance with the procedures, rights and guarantees established by the applicable legislation in force:

- The store where you purchased the item(s).
- Fraud detection databases during purchase: Confirma Sistemas de Información, S.L., and **Emailage Ltd.**
- **OpenStreetMap.**
- Here Global, B.V. digital maps.
- Credit reference files: **Asnef-Equifax** Servicios de Información sobre Solvencia y Crédito, S.L. y Experian Bureau de Crédito, S.A.
- Mosaic (statistical database of the provider company Experian Bureau de Crédito, S.A. containing statistical geo-domicile information).
- Public records such as the Spanish National Statistics Institute (**2011 Census and 2021 Household Budget Survey**), the Trade Registry (**Official Gazette of the Trade Registry**) and the Cadastre.
- Bank of Spain (**Survey of Household Finances** – Data published in 2020).
- **Fichero de Camerdata, S.A.**, from the census prepared by the Spanish Chamber of Commerce.
- Surveys with anonymised information conducted by market research companies, such as those of the **AIMC** (Asociación para la Investigación de Medios de Comunicación), namely, **AIMC Marcas** or the EGM.
- Real estate websites (such as **Idealista** or **Fotocasa**).



- **Spanish National Statistics Institute.**
- **Ministry of Finance.**

In particular, the categories of data we shall obtain from the aforementioned external sources are:

- Contact and identification details.
- Economic, financial and insurance details.
- Information on goods and service transactions.
- Comparison between our fraud risk score and associated metadata (email address data, IP geolocation data) and previous customer queries and fraud indicators sent to the global fraud network of Emailage Ltd.
- Information that enables the generation of alerts and indicators in order to prevent possible fraudulent activities linked to transactions, for subsequent analysis.
- Information related to geographic data, such as road maps.
- Information on financial solvency and potential default.
- Information associated with postal addresses (for example, geo-domicile and socio-demographic information; property characteristics; information about the environment; urban variables; nearby points of interest).
- Statistical data on banking and insurance products taken out by families based on their income type and level.
- Consumer profiles.
- Statistical data obtained from real property offers.
- Validation of mobile phone numbers and technical metadata associated with such numbers (for example, whether or not the number is active; country in which the number was originally registered).
- Income data based on the postcode corresponding to where you reside, obtained from the Spanish National Statistics Institute website, specifically using statistical data on household income. Information last updated: 2018.
- The average disposable income and average default for your postcode (Ministry of Finance, last updated: 2018).

Please note that some of the above data is purely statistical in nature.

You can find more information about your data protection rights and about the processing of your personal data in the Zinia **Privacy Policy**. By using Pay in 30 days, you acknowledge that you have read and understood the Zinia **Privacy Policy**.



5. 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, the store is responsible for handling any claim or complaint relating to your purchase and for any inquiring relating to delivery dates, order shipments, returns and product guarantees, etc.

At Zinia, we will be delighted to help you with any queries you may have or any incident that may arise in relation to Pay in 30 days.

In the event of any dispute regarding or discrepancy between the Spanish and the English version of these Terms and Conditions, the Spanish 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**.

Last update: October 2022