



Specific Terms and Conditions

BNPL in 3 Instalments

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 3 Instalments” payment method (hereinafter, “**Pay in 3**”). Therefore, when you select the Pay-in-3 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 3 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-3 payment method after your creditworthiness has been studied. Should it not be possible to offer you the Pay-in-3 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 3.

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 3 offer?

Pay in 3 is a payment method that offers you the opportunity to pay for your purchase through the point of sale or website of a store in three (3) instalments. The first instalment shall be paid by debit or credit card on making the purchase. The second and the third instalment, shall be automatically debited from the card used initially on day 30 and 60, respectively, after the first instalment. Should you wish to pay the second and third payment before the due date set out in your payment schedule, you can do so by bank transfer or any other payment method available. Zinia reserves the right to offer you the most appropriate payment method in accordance with the status of your purchase. You can find the payment instructions by logging into your Zinia account on the website or app.

- **Payment by debit or credit card:** you must be the card holder, which must not be prepaid, and it must have sufficient funds to cover your payment. The card used must be valid and it must not expire before the three instalments have been paid. Zinia may limit the type of cards it accepts at its sole discretion. If a card type is not accepted, we will let you know before the purchase is completed. Your card issuer may put a hold on the authorised amount while the order is pending with the store, or charge you interest or penalties under your agreement with the store.



- In the event that your card details change between the time you make the first payment and the time you have to make the second and/or third payment, you agree to notify Zinia of the updated details immediately. If your card is not accepted, you will have to pay all remaining payments when we tell you using the payment methods available.
- Finally, you authorise us to use your card information to authorise future payments under these Terms and Conditions. We may also use this information to automatically fill in your card information for future purchases.

At Zinia, we will ask you to verify your information to ensure that it and the purchases associated with your account are processed securely. Please note that you are not allowed to change your shipping address after your purchase has been confirmed. If you do so, Zinia may automatically cancel the transaction under its fraud prevention measures.

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 3, 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.

Finally, please note that in the event that you pay more than that stated in the payment instructions, Zinia reserves the right to cancel and/or adjust the next instalments due, not only for this purchase, but also for any other purchase you have made at this store or any other store using Zinia. Zinia will always reduce or cancel the oldest debt. In the event don't have any outstanding debt with Zinia, the remaining amount will be refunded through the same payment method used. In any case, you can find all the information regarding this matter by logging into your Zinia account on the website or app.

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

If you decide to cancel or return any of item and/or service purchased through Pay in 3, 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 a 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 adjust the outstanding payment accordingly.

Zinia reserves the right, to the extent legally permitted, and in accordance with policy of the store, not to refund payments or costs associated with the purchase in the event of return or cancellation of your order.

3. How much does Pay in 3 cost?

Provided you pay the amount you owe within the payment due dates, as stated in the payment instructions that will be sent to you and that you can find by logging into your Zinia account on the website or app, you will not be charged anything for using the Pay-in-3 payment method.

However, should you fail to pay within the corresponding due date, 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 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 agreement or your inclusion in solvency records.

The following is the one-time collection cost that Zinia may charge you for non-payment.

A. In the event of non-payment of the second instalment:

Debt payment date	Unpaid debt amount		
	≤ €150	≥ €150 and ≤ €300	≥ €300
30 days after the second instalment payment date	€0.35	€0.56	€1.09
51 days after the second instalment payment date	€0.70	€1.12	€2.07
72 days after the second instalment payment date	€1.40	€2.23	€4.14

B. In the event of non-payment of the third instalment:

Debt payment date	Unpaid debt amount		
	≤ €150	≥ €150 and ≤ €300	≥ €300
21 days after the third instalment payment date	€0.35	€0.56	€1.09
42 days after the third instalment payment date	€0.70	€1.12	€2.07
63 days after the third instalment payment date	€1.40	€2.23	€4.14

Please note that these amounts are not cumulative, therefore, depending on the date of payment of the debt, you will be charged the amount that corresponds according to the above tables. In other words, if you make the third instalment payment 63 days after the scheduled payment due date and the amount of the outstanding debt is under €150, you will only be charged collection costs of €1.40.

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 Emlage 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 3, you acknowledge that you have read and understood the Zinia **Privacy Policy**.



5. Assignment or Transfer

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 to a third party, provided that such assignment or transfer does not have a negative impact on your rights and obligations. By accepting these Terms and Conditions, you consent to the possibility of such assignment or transfer. Upon said assignment or transfer of the 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.

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, the store is responsible for handling any claim or complaint relating to you 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 3.

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**.

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