



Specific Terms and Conditions

BNPL in 14 Days

These Specific Terms and Conditions (hereinafter referred to as, the “**Terms and Conditions**”) constitute an agreement between you (as the customer) and the physical **store** where you buy or engage goods or services through the Zinia “Buy Now, Pay Later in 14 Days” payment method (hereinafter, “**Pay in 14 days**”). These Terms and Conditions also apply to purchases made through the website or point of sale/ Click & Collect of the store. Therefore, when you register for Pay in 14 days, you shall accept these Terms and Conditions and, therefore, enter into an agreement with the store (hereinafter, the “Agreement”). Pay in 14 days 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 all claims arising from your Pay-in-14-days purchase shall be transferred to Zinia. Once you’ve chosen the Pay-in-14-days payment method, and once your request has been accepted, the store shall transfer rights on the amount you owe to Zinia. This means that once Zinia has accepted your order, 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 the full order amount.

You shall only be offered the Pay-in-14-days payment method after your creditworthiness has been studied. Should it not be possible to offer you the Pay-in-14-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 14 days.

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

1. What does Pay in 14 days offer?

Pay in 14 days is a payment method that offers you the opportunity to pay for your purchase made on the website of a Dutch store in fourteen days (14) as from the date the order is processed. If you make the purchase in-store at the point of sale or via Click & Collect, this payment method allows you to pay within 14 days as from the date the purchase is processed. The store will inform Zinia when the order has been processed or shipped and, subsequently, Zinia will send you payment instructions so you can directly pay Zinia for the order.

You can also pay for your purchase by iDEAL or by bank transfer. In this case, Zinia will notify you by email of the payment due date and provide you with payment instructions. You can also find this information by logging into your Zinia account on the website or app.



Bear in mind that if you make your purchase through the website or app of the store, and you change the delivery address after Zinia has accepted your request, Zinia may automatically cancel the order 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 14 days, you hereby declare that:

- There is no process ongoing to 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; nor are you in default regarding any debt repayments;
- You are not involved in any proceedings or mediation in accordance with the Law on the Rescheduling of Debt of Natural Persons (WSNP);
- 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?

Purchases made through Pay in 14 days must be returned directly to the store (POS or website), ensuring that they 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, Zinia will cancel the full or partial amount due and refund you the corresponding sum, where applicable.

If you decide to return a part of your purchase, Zinia will adjust, accordingly, the payment pending (amount reduction) or refund the items you've already paid for that you don't want to keep. If you return the entire order, Zinia will cancel and refund you the corresponding amount, where applicable.

3. How much does Pay in 14 days cost?

Provided you pay the amount you owe within the 14-day payment period, as stated in the payment instructions that will be sent to you, you will not be charged anything for using Pay in 14 days.

However, should you fail to pay within the 14-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 law on collection costs. Zinia shall be entitled to charge you all reasonable costs, both judicial and extra-judicial.

Here's how extrajudicial collection costs are charged:

- If payment is not received within the fourteen (14) day period, we will send you a reminder (three (3) days after the payment due date) by email, and Zinia will give you an additional fourteen (14) days to pay.
- If you fail to pay Zinia within this second payment due date of fourteen (14) days, we will send you a new reminder by email and/or SMS, and Zinia will give you an additional seven (7) days to pay. However, you will be charged a partial extrajudicial collection cost of €2.50.
- If you fail to pay Zinia within this additional seven (7) day period, we will send you a new reminder by email, SMS and/or letter, and Zinia will give you an additional seven (7) days to pay. However, you will be charged a second partial extrajudicial collection cost of €2.50, meaning the collection costs accrued at this point will be €5.00.
- If you fail to pay Zinia within the aforementioned period, we will hand your debt over to a specialist collection agency. In this case, extrajudicial collection costs will be charged in full. Please note that the maximum collection costs shall not exceed those specified in the Decree on compensation for extrajudicial collection costs.

4. How are your personal data processed?

4.1 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 privacy policy of the store on its website.

By using Pay in 14 days, you acknowledge that you have read the store's privacy policy.

4.2 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, 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 14 days, you acknowledge that you have read the Zinia **Privacy Policy**.

5. Claims and Complaints

Should any dispute arise between you and the store regarding your order, 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 inquiries (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 Dutch and the English version of these Terms and Conditions, the Dutch 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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