(in)bank

Terms and Conditions of Inbank Hire Purchase Contract

effective as of 11.11.2024

With Inbank's hire purchase, you can conveniently pay for your purchases in instalments at a time that suits you. Upon receipt of the Goods, payment for the purchase will be made on the basis of the agreed Payment Schedule, the Service Contract and the terms and conditions set out below.

. Definitions	
Annual percentage rate	The Total Cost of Credit expressed as an annual percentage rate of the amount of Credit drawn down, the value of which is set out in your Service Contract.
Contract Fee	The Service Fee that you are required to pay for entering into the Service Contract, the amount of which is set out in the Price List or agreed in the Service Contract.
Cost of Goods	Price of the Goods including VAT. The price also includes courier or shipping costs, unless you have been informed otherwise
Credit	A consumer credit offered to you for the purchase of Goods in the agreed amount, which you will repay to us in instalments on the terms set out in the Service Contract, including any accessories.
Default Interest	Default interest payable by you in the event of default in the performance of a monetary obligation, including payment of an Instalment, in the amount set out in the Service Contract. If the rate specified in the Service Contract is lower than the statutory default interest rate for consumer credit, we have the right to calculate default interest at the statutory default interest rate. Default interest shall be calculated on the amount due for each day of delay from the day following the due date until the date of payment of the amount due. No default interest, Interest or other fees shall be charged on the payment solution itself.
Down Payment	The agreed portion of the Cost of Goods that you will pay when you enter into the Service Contract.
Goods	The goods or service are specified in the Service Contract.
Information Form	The Standard Consumer Credit Information form
Instalment	A monthly payment, the number and frequency of which is agreed in the Service Contract Payment Schedule and which consists of a monthly payment of principal, interest, the Service Contract administration fee and other fees that you are required to pay under the Service Contract.
Interest	The amount of interest you are required to pay to Us under the Service Contract and the Payment Schedule for the use of the Credit in the form of the Borrowing Rate.
Fees	The fees that you are required to pay to Us under the Service Contract, namely the monthly fee for the administration of the Service Contract, and the fee for entering into the Service Contract (it may be agreed in the Service Contract that this fee is payable on the date of entering into the Service Contract). The amount and due date of fees payable after the date of the Service Contract is set out in the Payment Schedule.
Contracting Party or Parties	You and We separately or together.
Payment Schedule	A repayment schedule agreed between Us and you setting out the amount and due dates of the Instalments. For your information, we will draw up a payment schedule as of the date of conclusion of the Service Contract. Throughout the term of the Service Contract, you have the right to request a free payment schedule, which will be provided to you within a reasonable period of time and will reflect future payments.
Principal	The amount of the Credit granted to you by Us, the amount of which is calculated by deducting the Down Payment paid from the Cost of Goods (in the Payment Schedule, the Principal is the sum of the instalment portions of the monthly Instalments).
Purchase Contract	The contract between you and the Seller under which you purchase the Goods.
Seller	The person who sells the Goods to you.

(in)bank

Service Contract	Hire Purchase Contract. A type of credit is a linked consumer credit, i.e. a consumer credit to finance the purchase of an item or the provision of a service.
Service Terms and Conditions	These Terms and Conditions of the Inbank Hire Purchase Contract.
Total Cost of Credit	The sum of all the costs associated with the repayment of the Credit including VAT (at the time of conclusion of the Service Contract).
We, Us, Our or Inbank	Inbank AS, registry code 12001988, registered office at Niine 11, 10414 Tallinn, represented in the Czech Republic by its branch AS Inbank, odštěpný závod, with its registered office at Lazarská 13/8, Nové Město, 120 00 Prague 1, ID No. 14028999, registered in the Commercial Register maintained by the Municipal Court in Prague under No. A 79881.
You	An individual who purchases Goods from the Seller under the Purchase Agreement and who draws down and subsequently repays the Credit in payment of the Cost of Goods in accordance with the procedure set out in the Service Contract.

Other terms with capital letters are used with the meaning defined in the General Terms and Conditions or Terms and Conditions of Digital Channels of Inbank AS in the Czech Republic.

2. APPLICATION OF SERVICE TERMS AND CONDITIONS

2.1 These Service Terms and Conditions, the General Terms and Conditions of Inbank AS, the Terms and Conditions of Digital Channels, the Price List, the Prinicples of Processing Client Data and other annexes, including any future amendments to the Service Contract, form an integral part of the Service Contract. All of the above documents are available on Our Website.

2.2 In addition to the terms and conditions set forth in the preceding paragraph, the terms and conditions of sale of the Goods shall be subject to any other terms and conditions set forth by the Seller and in effect at the time the Service Contract is entered into, unless they conflict with these Service Terms and Conditions.

2.3 These Service Terms and Conditions, Prinicples of Processing Client Data, Price List and other standard terms and conditions of Inbank may be unilaterally amended by us. We assume that the change must be reasonable to you. We will notify you of the change at least 30 (thirty) days before the change takes effect, unless otherwise required by law or the terms set forth herein. If you do not agree with the changes notified by Us, you have the right to reject the changes and terminate the Service Contract by notice delivered to Us. The Service Contract will be terminated upon the expiration of thirty (30) days from the date we receive written notice from you. If you do not terminate the Service Contract within the above time period, this will be deemed to be your full acceptance of all changes.

2.4 The notice period referred to in the provision 2.3 shall not apply if: a) the terms become more favourable to you as a result of the change; or b) the changes are purely formal and do not affect the contractual rights and obligations of the parties; or c) new services are added. In such cases, we may unilaterally make changes and notify you of such change and you shall not have the right to terminate the Service Contract based on such change.

3. CONCLUSION AND ENTRY INTO FORCE OF SERVICE CONTRACT

3.1 We will enter into a Service Contract based on your request in the manner and procedure we choose: (1) on Our Website; through any other electronic channel or means of communication; or (2) through electronic media or other means of communication of the Seller; or at the Seller's point of sale. The Service Contract shall become effective upon its conclusion, provided that the Purchase Contract is concluded

between you and the Seller and, where applicable, the Down Payment is paid, and Your identification has been duly carried out in accordance with the regulations on measures against the laundering of the proceeds of crime and the financing of terrorism and Inbank's internal rules.

3.2 The Service Contract may only be concluded in writing and in a format that can be reproduced in writing. Manual changes made to a written Service Contract will be disregarded. A signature stored on an electronic device is also considered a handwritten signature.

4. SALE AND TRANSFER OF GOODS

4.1 The Seller will hand over the Goods to you at the place and in the manner agreed.

4.2 From the time of delivery of the Goods, you are responsible for their maintenance, preservation and prudent use and bear all costs and risks associated with the maintenance, preservation and use of the Goods.

4.3 Ownership of the Goods shall pass to you under the terms agreed with the Seller or as agreed between you and the Seller and Us.

4.4 Article 4 of the Service Terms and Conditions do not apply to the Goods if the Goods are a service to which these Service Terms and Conditions do not apply.

5. REPAYMENT OF CREDIT

5.1 You must pay the instalments and other payments due under the Service Contract in accordance with the Payment Schedule and any calls for payment. You must pay the instalments set out in the Service Contract and other payments due under the Service Contract even if the Goods are destroyed, damaged or lost after they have been delivered to you (but before the last instalment has been paid), regardless of whether you are responsible for the destruction, damage or loss of the Goods.

5.2 We will consider an Instalment to be paid upon receipt of the Instalment into Our current account specified in the Service Contract, provided that the reference number of the payment matches the reference number specified in the Service Contract. Pay the instalment from your current account or in any other agreed way.

5.3 If you wish to prepay the Credit in part or in full, please submit a request to Us in writing (or via Internet Banking) stating the amount to be repaid and the date of repayment. If you repay the Credit in part or in full early, you will not have to pay Interest or other charges for the time



you no longer use the Credit, based on the date you have specified in your application as the repayment date or agreed upon. We will credit your early repayment first to the interest accrued up to the (partial) early repayment, to the Early Repayment Charge (if applicable) and the remainder to the Principal Amount. We will inform you of the total amount of payments due under the Service Contract at the time of repayment and the reimbursement of costs incurred in connection with early repayment in the amount set out in the Price List, if applicable. If you wish to prepay the Credit before the due date of the next regular monthly Instalment, the Payment Schedule is still valid; therefore, you must first pay the regular monthly Instalment before repaying the Credit in full.

5.4 We will treat early repayments or overpayments made without application as prepayments or cover for other obligations owed by you to Us that have become due. If the overpayment cannot be treated as a prepayment or set off against another amount that has become recoverable, we will refund the overpayment upon your request within ten (10) days.

5.5 If we receive an amount less than the Instalment, we will set it off against the amounts due in the following order: (1) Costs incurred in collecting the Debt that has become due; (2) Principal Amount of the Credit past due, beginning with the oldest debt; (3) Interest past due, beginning with the oldest Debt; (4) Default Interest; (5) all other obligations past due.

5.6 If you fail to make payments under the Service Contract when due, we have the right to claim recovery costs in accordance with the Price List; this is without prejudice to our right to terminate the Service Contract early or declare the entire Credit due for repayment as a result of default. You shall reimburse Us for any costs incurred in connection with Our performance of Our acts caused by your failure to perform or improper performance of the Service Contract or the Service Terms and Conditions.

6. RIGHTS AND OBLIGATIONS OF PARTIES

6.1 We have the right to assign the claims we have against you under the Service Contract and we will inform you of the assignment in accordance with the law. We are entitled to disclose information relating to the Service Contract and you to third parties if the relevant right and/or obligation arises under the law or the Service Contract and related terms and conditions.

6.2 You may not transfer the rights and obligations under the Service Contract to third parties.

6.3 You shall ensure that the Goods are retained for the term of the Service Contract until all obligations under the Service Contract have been duly fulfilled. The Goods must be preserved in the condition in which they were when they were handed over to you, taking into account normal wear and tear resulting from the intended use of the Goods. You may not transfer or encumber the Goods in any way without Our express consent until all payments due under the Service Contract have been paid.

7. LIABILITY AND SANCTIONS

7.1 You are fully and unconditionally responsible for the storage and maintenance of the Goods from the time of receipt until the termination of the Service Contract. If you lose ownership of the Goods, the Goods are destroyed, lost or damaged or any other similar event occurs, this does not relieve you of your liability or performance of your obligations under the Service Contract.

7.2 We shall be entitled to claim Default Interest, Fees, liquidated damages, or reimbursement of costs of collection, as applicable, in accordance with the Price List for any breach of the Service Contract to which such penalties apply, including where: (1) You provided false information and/or documents when entering into the Service Contract; (2) You failed to inform Us of the circumstances set out in Article 8.1 within the agreed time and in the agreed manner. You must pay the contractual penalty or any other penalties mentioned above by the due date specified in the relevant payment notice. The demand for liquidated damages or any other penalties set out above is without prejudice to our right to require performance of the breached obligation or our right to terminate the Service Contract for the same or any other breach for the reasons set out in the Service Contract or by law.

8. COMMUNICATION OF IMPORTANT FACTS

8.1 During the term of the Service Contract, you are obliged to inform Us promptly, but no later than within five (5) business days, of any circumstances of which you become aware that could impair the performance of your obligations under the Service Contract, including, but not limited to: (1) if your creditworthiness deteriorates, incl. your regular income decreases or liabilities increase; (2) if you have become bankrupt or a bankruptcy petition has been filed against you or enforcement proceedings have been initiated against you; (3) if a court decision has come into force against you where a claim against you exceeds CZK 2,500; (4) if circumstances or events arise which have or may otherwise materially affect the performance of the Service Contract; (5) if your contact details set out in the Service Contract change and as a result our communication with you is prevented.

9. AMENDMENT, EXPIRY, EARLY TERMINATION AND WITHDRAWAL FROM THE CONTRACT

9.1 The Service Contract may only be amended by written agreement between you and Us, unless otherwise agreed in the Service Contract. The deadline for payout of the Credit, the payment date of Instalments, the term of the Service Contract, partial early repayment, the grace period for Instalments and the current account associated with the Service Contract may also be amended in a format that can be reproduced in writing or via Digital channels.

9.2 We may unilaterally amend the Service Contract if there is a change in the legislation governing consumer credit or the relationship arising from the Service Contract and the unilateral amendment to the Service Contract is justified to bring it into compliance with applicable law.

9.3 The Service Contract shall terminate upon the full performance of your obligations under the Service Contract, the withdrawal of either Party from the Service Contract or termination of the Service Contract.

9.4 You have the right to withdraw from the Service Contract without giving any reason within 14 (fourteen) days of entering into the Service Contract. You may withdraw from the Service Contract by email or in writing by post to the contact details set out in the Service Contract or on our Website within the time period set out above. We can also provide you with a withdrawal form from the Service Contract. In the event of withdrawal from the Service Contract, you shall repay to Us within thirty (30) calendar days of receipt of the notice of withdrawal from the Service Contract the amount of Credit that you have drawn down and pay the agreed fees and Interest calculated to the due date. If you withdraw from the effective date of withdrawal (not from the beginning). However, you are obliged to notify us in writing without undue delay and provide us with



evidence that you have withdrawn from the Purchase Contract. If you become obliged to repay the Credit proceeds as a result of the termination of the Purchase Contract, you agree that the Seller to whom We have transferred the proceeds in connection with the conclusion of the Service Contract for the Goods may repay the proceeds directly to Us. This is without prejudice to our right to demand repayment of the Credit from you.

9.5 If you wish to partially withdraw from the Purchase Contract and return the corresponding part of the Goods, the Cost of Goods and therefore the amount of the Credit under the Service Contract will be reduced accordingly; in this case, We will provide you with a revised Payment Schedule and will not issue a new Service Contract or Information Form. If, however, the remaining Cost of Goods or the Credit is less than CZK 750, we will send you a demand for payment relating to your Service Contract, which you will be obliged to pay within 30 (thirty) calendar days.

9.6 If you agree with the Seller to exchange the Goods for other Goods that better meet your needs and you meet our conditions for such a change to the Service Contract, in particular with respect to your creditworthiness, we will allow the relevant change to the Credit or Service Contract. If you wish to exchange the Goods for a higher priced version of the Goods during the term of the Service Contract, we have the right to unilaterally offset the already paid Credit Principal against the increased Credit amount. We are entitled to Interest accrued during the term of the original Service Contract.

9.7 Upon written notice delivered by us to you, we may, in our sole discretion, declare your entire Credit to be accelerated as of the date of delivery of such notice or such later date as may be specified in such notice, if (1) Our continuance in the contractual relationship would risk a breach of law (for example, anti-money laundering and anti-terrorist financing measures); or (2) the funds provided by Us are or have been used by you or a third party in a manner contrary to the purpose or manner of disposition agreed in the Service Contract; (3) you have failed to provide Us with assistance in identifying or verifying the Client; (4) you have submitted false or altered documents or any of the representations and warranties provided by You in entering into the Service Contract are false or inaccurate; (5) you are in default of your monetary obligations to Us for more than 30 days after receipt of Our demand for payment, (6) a bankruptcy petition has been filed in respect of you, you are bankrupt or it is apparent from the circumstances that you are unable to meet your obligations to Us, (7) criminal proceedings have been commenced against you, (8) you have breached any other Service Contract entered into with Us, (9) a court order has become final against you where a claim against Us in respect of you exceeds CZK 2,500 or enforcement proceedings have been commenced against you; the accrued and unpaid interest and other principal shall become part of the Principal and such new Principal shall bear interest at the Default Interest.

9.8 If you file your own insolvency petition, we have the right, upon written notice delivered to you, to declare your entire Credit to be prematurely due and payable as of the time of filing of such insolvency petition; the accrued and unpaid interest and other principal shall become part of the Principal and such new Principal shall bear interest at the Default Interest.

9.9 We have agreed that We have the right to set off Our due and undue claims against due and undue claims that you have against Us, regardless of the legal relationship from which they arise. We will notify you of such set-off in an appropriate manner.

We agreed that if the current interest rate for sales on the 9.10 Prague interbank deposit market in CZK for a six-month period (hereinafter referred to as: "6M PRIBOR"), as published by Czech Financial Benchmark Facility s.r.o., changes by more than 2% per annum compared to the same 6M PRIBOR rate published on the date of signing the Service Contract or on the next following date on which such rate was published, we shall be entitled (but not obliged) to adjust the Interest and APR accordingly. The change will be made no later than the first day of the second calendar month after the date of publication of the 6M PRIBOR rate. In this case, we will change the rate by the difference between the current 6M PRIBOR rate and the original 6M PRIBOR rate and send you a new Payment Schedule. If you do not agree with Our proposed change, you have the right to terminate the Service Contract in accordance with Article 2.5 of the General Terms and Conditions of Inbank AS.

10. PROCEDURE FOR SENDING APPLICATIONS AND NOTICES

10.1 All requests and notices to the Parties and/or Us, which must be made in writing or in a format that can be reproduced in writing, shall be sent to the Parties at the contact details set out in the Service Contract or on Our Website. You may also send us requests and notices via Digital channels in accordance with the Terms and Conditions of Digital Channels.

11. OTHER TERMS AND CONDITIONS

11.1 Any prior declarations of intent or agreements between the parties or Us that are not included in the Service Contract shall not be deemed to be part of the Service Contract. The invalidity of a single provision of the Service Contract does not relieve the parties or Us of the obligation to comply with the other provisions of the Service Contract and does not invalidate the entire Service Contract or the other provisions of the Service Contract.

11.2 Any delay in exercising a right or performing an obligation under the Service Contract shall not constitute a waiver of such right or obligation. The separate or partial exercise or performance of a right does not preclude the exercise or performance of that right in another respect or the performance of another right and/or obligation.

12. RESOLUTION OF COMPLAINTS

12.1 Our aim is to provide you with high quality services. If you are not satisfied with Our services or customer service, please notify Us in accordance with the Complaints Handling Procedure available on Our Website. Please submit your complaint in the form of your choice (verbally, in writing or electronically) via Our contact details. In your complaint, describe as precisely as possible the circumstances of your dissatisfaction and attach the documents that serve as the basis for your allegations.

12.2 Our aim is to resolve any disputes by agreement. Should our joint negotiations fail to resolve the dispute, you as a consumer have the right to apply to the court or to a financial arbitrator based at the Office of the Financial Arbitrator, Legerova 1581/69, 110 00 Prague 1; or through arbitr@finarbitr.czinformation can be found at www.finarbitr.cz. Complaints arising from an agreement concluded by means of communication may be lodged at ec.europa.eu/odr. Legal actions are settled in the court in Prague, unless we agree otherwise with you or unless the law provides otherwise.

12.3 We are supervised by the Financial Supervisory Authority (Sakala 4, 15030 Tallinn, www.fi.ee, telephone +372 668 0500). Our supervisory authority in the Czech Republic is the Czech National Bank, Na Příkopě 28, 115 03 Prague 1, www.cnb.cz.