



# Terms and Conditions of Inbank Non – Purpose Credit Contract

effective as of 11.11.2024

With Inbank's non-purpose credit, you can conveniently pay for almost anything you can think of, use the credit to buy goods or anything else. Once the credit is drawn, you will repay the amount based on the agreed Payment Schedule, the Loan Agreement and the terms and conditions set out below.

## 1. 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 Credit Contract.
Contract Fee	The Service Fee that you are required to pay for entering into the Credit Contract, the amount of which is set out in the Price List or agreed in the Credit Contract.
Credit	A consumer non-purpose credit offered to you in the agreed amount, which you will repay to us in instalments on the terms set out in the Credit 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 Credit Contract. If the rate specified in the Credit 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.
Information Form	The Standard Consumer Credit Information form
Instalment	A monthly payment, the number and frequency of which is agreed in the Credit Contract Payment Schedule and which consists of a monthly payment of principal, interest, the Credit Contract administration fee and other fees that you are required to pay under the Credit Contract.
Interest	The amount of interest you are required to pay to Us under the Credit 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 Credit Contract, namely the monthly fee for the administration of the Credit Contract, and the fee for entering into the Credit Contract (it may be agreed in the Credit Contract that this fee is payable on the date of entering into the Credit Contract). The amount and due date of fees payable after the date of the Credit 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 Credit Contract. Throughout the term of the Credit 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 (in the Payment Schedule, the Principal is the sum of the instalment portions of the monthly Instalments).
Credit Contract	Non – purpose credit contract provided by Inbank.
Terms and Conditions of the Non-Purpose Credit Contract	These Terms and Conditions of the Non-Purpose Credit 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 Credit 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 Credit Contract.

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

## 2. APPLICATION OF TERMS AND CONDITIONS OF THE NON-PURPOSE CREDIT CONTRACT

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

**2.2** These Terms and Conditions of the Non-Purpose Credit Contract, Principles 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 Credit Contract by notice delivered to Us. The Credit 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 Credit Contract within the above time period, this will be deemed to be your full acceptance of all changes.

**2.3** The notice period referred to in the provision 2.2 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 Credit Contract based on such change.

## 3. CONCLUSION AND ENTRY INTO FORCE OF CREDIT CONTRACT

**3.1** We will enter into a Credit Contract based on your request in the manner and procedure we choose: on Our Website; through any other electronic channel or means of communication. The Credit Contract shall become effective upon its conclusion, provided that 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 Credit Contract may only be concluded in writing and in a format that can be reproduced in writing. Manual changes made to a written Credit Contract will be disregarded. A signature stored on an electronic device is also considered a handwritten signature.

## 4. REPAYMENT OF CREDIT

**4.1** You must pay the instalments and other payments due under the Credit Contract in accordance with the Payment Schedule and any calls for payment.

**4.2** We will consider an Instalment to be paid upon receipt of the Instalment into Our current account specified in the Credit Contract, provided that the reference number of the payment matches the

reference number specified in the Credit Contract. Pay the instalment from your current account or in any other agreed way.

**4.3** 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 Credit 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.

**4.4** 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.

**4.5** 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.

**4.6** If you fail to make payments under the Credit 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 Credit 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 Credit Contract or the Terms and Conditions of the Non-Purpose Credit Contract.

## 5. RIGHTS AND OBLIGATIONS OF PARTIES

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

**5.2** You may not transfer the rights and obligations under the Credit Contract to third parties.

## 6. LIABILITY AND SANCTIONS

**6.1** 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 Credit Contract to which such penalties apply, including where: (1) You provided false information and/or documents when entering into the Credit Contract; (2) You failed to inform Us of the circumstances set out in Article 7.1 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 Credit Contract for the same or any other breach for the reasons set out in the Credit Contract or by law.

## 7. COMMUNICATION OF IMPORTANT FACTS

**7.1** During the term of the Credit 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 Credit 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 Credit Contract or make it difficult or impossible for you to perform the Credit Contract; (5) if your contact details set out in the Credit Contract change and as a result our communication with you is prevented.

## 8. AMENDMENT, EXPIRY, EARLY TERMINATION AND WITHDRAWAL FROM THE CONTRACT

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

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

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

**8.4** You have the right to withdraw from the Credit Contract without giving any reason within 14 (fourteen) days of entering into the Credit Contract. You may withdraw from the Credit Contract by email or in writing by post to the contact details set out in the Credit Contract or on our Website within the time period set out above. We can also provide you with a withdrawal form from the Credit Contract. In the event of withdrawal from the Credit Contract, you shall repay to Us within thirty (30) calendar days of receipt of the notice of withdrawal from the Credit Contract the amount of Credit that you have drawn down and pay the agreed fees and Interest calculated to the due date.

**8.5** 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); (2) you have submitted false or altered documents or any of the representations and warranties provided by You in entering into the Credit Contract are false or inaccurate; (3) you are in default of your monetary obligations to Us for more than 30 days after receipt of Our demand for payment, (4) 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, (5) you have breached any other Service Contract entered into with Us, (6) criminal proceedings have been commenced against you, (7) 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.

**8.6** 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.

**8.7** 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.

**8.8** We agreed that if the current interest rate for sales on the 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 Credit 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 Credit Contract in accordance with Article 2.5 of the General Terms and Conditions of Inbank AS.

## 9. PROCEDURE FOR SENDING APPLICATIONS AND NOTICES

**9.1** 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 Credit 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.

## 10. OTHER TERMS AND CONDITIONS

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

**10.2** Any delay in exercising a right or performing an obligation under the Credit 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.

**10.3** For the purposes of Inbank's General Terms and Conditions, the Credit Contract shall be deemed as the Service Contract.

## **11. RESOLUTION OF COMPLAINTS**

**11.1** 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.

**11.2** 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.cz](mailto:arbitr@finarbitr.cz) information can be found at [www.finarbitr.cz](http://www.finarbitr.cz). Complaints arising from an agreement concluded by means of communication may be lodged at [ec.europa.eu/odr](http://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.

**11.3** We are supervised by the Financial Supervisory Authority (Sakala 4, 15030 Tallinn, [www.fi.ee](http://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](http://www.cnb.cz).