



Health warning:

This is an unofficial English translation of the Dutch language in3 Consumer Terms & Conditions, version 2022.3. In the event of discrepancies between this English translation and the original Dutch version, the Dutch version will prevail.

in3 Consumer Terms & Conditions

By purchasing an item (a **Purchase**) from a seller (a **Shop**), you will enter into an agreement with that Shop. This document does not cover the agreement between you and the Shop.

If the Shop has an agreement with in3, you may choose to pay by using in3 Garant for your Purchase. This is a payment method operated by in3, enabling you to pay in three equal instalments:

- I. The first at the time of Purchase.
- II. The second within 30 days after the Purchase.
- III. The third within 60 days after the Purchase.

in3 is the trade name of Capayable B.V., whose registered office is at Meerenakkerweg 1a, 5652 AR Eindhoven. Capayable B.V. is registered in the trade register of the Chamber of Commerce under number 59234784. Capayable B.V. is registered for VAT under number NL853381082B01.

If you opt for in3 Garant for your Purchase at the Shop, you will be entering into the following agreement with in3, on top of your agreement with the Shop:

1. Your Purchase

- 1.1. By making the Purchase from the Shop, the Shop acquires a receivable against you (the **Purchase Price**). The Shop will send you an invoice or will issue a receipt for the Purchase Price.
- 1.2. The Purchase Price is governed by your agreement with the Shop. In these Consumer Terms & Conditions you enter into an additional agreement with in3.

2. Your Application

- 2.1. By applying for in3 Garant (an **Application**), you declare as follows:
 - (a) Your delivery and invoice addresses are in the Netherlands and are not a P.O. Box or service point.
 - (b) You are at least 18 years old and are capable to perform legal acts.



(c) You are not subject to any bankruptcy, receivership, administration or debt rescheduling. Furthermore, no application for any of the foregoing proceedings has been made.

(d) Any (personal) data which you supplied or will supply to the Shop or in3 is accurate and complete.

2.2. By submitting the Application, you will request in3 to perform the agreement immediately.

3. Assessment of the Application by in3; privacy statement

3.1. After the Application has been made, it will be considered by in3.

3.2. If in3 rejects your Application, in3 will let you know. in3 is under no obligation to explain why it rejects your Application. If in3 turns rejects your Application but you still wish to proceed with the Purchase, you must find alternative means of payment.

3.3. In considering your Application, in3 will also check your creditworthiness. In3 will do so automatically. Please see the privacy statement at <https://payin3.eu/nl/privacy-policy/> for more information about the processing of your personal data by in3.

4. If in3 approves the Application

4.1. If in3 approves the Application, in3 will let you know. in3 may subject its approval to conditions. You will be notified of such conditions if applicable.

4.2. If in3 approves the Application, this concludes an agreement between you and in3. These Consumer Terms & Conditions form part of that agreement. You may check these Consumer Terms & Conditions at any time on the in3 website, or request a fresh copy (for free) from in3. Your agreement with in3 ends automatically once you have paid the total outstanding balance to in3.

4.3. If in3 approves the Application, this does not imply that your creditworthiness is good. You remain responsible for your own creditworthiness. This means that you must form your own view as to whether in3 Garant is suitable for your situation and the Purchase, and whether you are able to pay the Instalments (as defined below). Should you consider that you might not be able to pay the Instalments, then you should not apply for in3 Garant.

5. If you change your mind

5.1. If the Application has been made but not yet been approved by in3, and you change your mind and would rather not proceed with in3 Garant, you may withdraw the Application by cancelling the Purchase and not paying your first Instalment to in3.



5.2. If your Application has been approved by in3 but you still change your mind and would rather not proceed with in3 Garant, you may always pay the balance in full directly to in3. Your agreement with in3 will then terminate.

5.3. If you wish to revoke the Purchase, clause 8 below explains how to do so.

6. Transfer to in3

If in3 approves the Application, you will have to pay the Purchase Price to in3. This follows from an assignment of the Purchase Price by the Shop to in3. You are hereby notified of this assignment.

7. 3 Instalments

7.1. To enable in3 Garant, you agree with in3 that you no longer have to make an outright payment of the full Purchase Price at the time of the Purchase.

7.2. Rather, in3 acquires three extra claims (**Instalments**) against you, which together equal the Purchase Price. You are obliged to pay the first Instalment to in3 at the time of the Purchase. You are obliged to pay the second Instalment within 30 days of the Purchase. You are obliged to pay the third Instalment within 60 days of the Purchase. You do not have to pay any interest.

7.3. The Purchase Price is subordinated to the Instalments, and you agree that you will pay the Purchase Price by paying the Instalments. Each time you pay an Instalment, the Purchase Price automatically reduces by the amount you paid. This continues until there are no more Instalments or Purchase Price left. So, if you pay all Instalments in time, the Purchase Price is no longer relevant for you.

8. Returns

8.1. If you wish to return or revoke the Purchase, you should contact the Shop.

8.2. For as long as the Shop does not approve your return, you will remain obliged to pay in3 timely and in full.

8.3. If you return the Purchase (in whole or in part) and the Shop accepts your return, the Purchase Price and the Instalments will reduce by the return amount. Insofar as the second and third Instalments are still outstanding, those Instalments are reduced in the following order: first the third Instalment and then the second Instalment.

8.4. Where the return amount is greater than the outstanding Instalments, in3 will refund the balance to the bank account from which you paid the first Instalment. If in3 does not know from which bank account you paid the first Instalment, in3 will let you know and will instruct you how to provide the details of your bank account. Once you have provided the details of



your bank account to in3 in accordance with in3's instructions, in3 will issue the refund to that bank account.

9. How to pay

- 9.1. You may always prepay the outstanding Instalments, without incurring additional charges.
- 9.2. You are obliged to prepay the Instalments if in3 so requests. in3 may for example request this if the Application contained irregularities or if in3 is required to do so by law, regulation or instructions from supervisory authorities.
- 9.3. You may only pay the Purchase Price and the Instalments by using the payment link supplied to you by in3 for that purpose.

10. If you fail to pay, or fall behind with payments

- 10.1. The date on which your payment arrives in the bank account specified by in3, is deemed to be your date of payment. You should therefore allow sufficient time for the bank to process your payment. If your payment arrives too late, the delay is for your own risk and account.
- 10.2. If you do not pay in time, in3 will send you a reminder and/or notice of default containing a payment term. If you still have not paid by the time the payment term expires, in3 may charge you additional costs. in3 may charge these costs even if you return and/or are entitled to return the Purchase after the payment term. The additional costs may include, for instance, the costs of a lawyer, bailiff or collection agency.
- 10.3. If after 60 days you have not paid all Instalments, a balance will be due under the Instalments and the Purchase Price. In that case, the Purchase Price is still subordinated to the Instalments, and you will not have to pay twice. If you pay the outstanding Instalments, the Purchase Price will reduce by the same amount. And if, at the request of in3, you pay the outstanding Purchase Price, the Instalments will reduce by the same amount.

11. Communication and complaints

- 11.1. If you have any queries or messages for in3, you may send them by email to customer.service@payin3.nl. You may also call in3 at 088-3993333.
- 11.2. You may also raise a complaint by using the European ODR platform: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>.
- 11.3. If you have any questions, complaints or other messages regarding the Purchase or its delivery, you should not contact in3. Instead, you should contact the Shop.
- 11.4. If your address or email address changes, you must notify in3 immediately. Failure to do so will mean that in3 is not aware of your new (email) address and will continue to use the old



one. If, as a consequence, you do not or not timely receive messages from in3, this will be for your own risk and account.

- 11.5. in3 may communicate with you electronically. Messages may also be sent by email or via your account in the in3 app. in3 will communicate with you in Dutch and your agreement with in3 is therefore concluded in Dutch.

12. Information

- 12.1. If any of the information you provided or will provide to the Shop or in3 is inaccurate or incomplete, you will be liable for all damages incurred by in3 as a result.
- 12.2. in3 may request further information at any time in order to comply with legislation and regulations. You are obliged to supply any requested information to in3 immediately.

13. Exclusion of liability

- 13.1. in3 is not liable whatsoever for any damage you may incur, unless it is liable for the damage by mandatory law.
- 13.2. If in3 is liable for any damage you may incur, it is liable for direct loss only. in3 is never liable for indirect loss, loss of profit or other disadvantage.

14. Transfer to in3 Finance

- 14.1. in3 transfers the Purchase Price and the Instalments to in3 Finance I B.V. This occurs by way of assignment by in3 to in3 Finance I B.V. You are hereby notified of such assignment. The consumer privacy statement of in3 Finance I B.V. can be found under <https://payin3.eu/nl/privacy-policy/>.
- 14.2. This assignment does not alter clause 9.3 above. Therefore, you may still only pay the Purchase Price and the Instalments by using the payment link supplied to you by in3 for that purpose.

15. Dutch law and courts

- 15.1. Dutch law applies to your agreement with in3 and to all related non-contractual obligations.
- 15.2. Dutch courts have jurisdiction to hear disputes in connection with your agreement with in3 and all related non-contractual obligations.

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