

## Pre-contractual information on hire-purchase

Effective from 20 June 2018

Inbank AS (hereinafter “**We**”) provides, through its partners, consumers (hereinafter “**You**”) with a possibility of paying for the goods and services being purchased (hereinafter “**the Goods**”) by instalments (hereinafter “**Hire-purchase**”). Our partners are merchants (hereinafter “**the Merchant**”) with whom we have entered into a cooperation agreement.

### **Hire-purchase is a financial service**

Please take into account the fact that payment for the Goods by Hire-purchase is a financial service. Every financial service brings along obligations, risk and liability for You. In the case of Hire-purchase, Your main obligation is to pay instalments (hereinafter “**the Instalment**”) of Hire-purchase on time and the main risk is a situation where You cannot pay the Instalments on time.

### **Borrow in a responsible manner**

Think carefully whether you need the Goods that you wish to buy and whether you need Hire-purchase for the payment for the Goods. Consider that when taking Hire-purchase You must start paying regular Instalments in accordance with the sales agreement for payment for the Goods by instalments (hereinafter “**the Sales Agreement**”) entered into with You. Analyse whether the budget of Your family contains available finances at a sufficient rate in order to pay all the Instalments properly. Review critically the actual financial situation of Your own and that of Your family during the entire term of the Sales Agreement. Consider whether and how the changes in life of Your own or those of any member of Your family (incl. the loss or change of job, decrease in income, addition of new obligations or expenses, illness, etc.) can affect the budget of Your family and Your ability to pay Instalments.

We wish that You understand what the taking of Hire-purchase means and that you assess critically whether the taking of Hire-purchase corresponds to Your needs and possibilities.

Always submit to Us correct and integral information about Your financial situation. Only then can We assess Your ability to pay the Instalments on time. We will assess Your ability on the basis of the information submitted by You and obtained from databases by relying on our knowledge and experience.

If necessary, turn to an expert who will help You understand Your actual solvency.

### **Examine pre-contractual information**

If, as a result of an in-depth and critical analysis, You have reached the opinion that You need the Goods and Hire-purchase for the buying of the Goods and You are able to pay the Instalments properly, then submit to the Merchant a request for applying for Hire-purchase and all information that the Merchant and/or We ask.

Upon receipt of a positive reply to the request, You can enter into the Sales Agreement with the Merchant.

Before entry into the Sales Agreement, please examine carefully the pre-contractual information on Hire-purchase which is communicated to You both by the Merchant as well as by Us, incl. the Standard European Consumer Credit Information, the Sales Agreement, the service conditions of the Sales Agreement, Our price list and other applicable



terms and conditions to which a reference has been made in the service conditions of the Sales Agreement. All the general terms and conditions, i.e. the standard conditions, and the price list are available on Our website at [www.inbank.ee](http://www.inbank.ee).

Analyse carefully all the terms and conditions of Hire-purchase. Upon request, compare Our offer with offers of other creditors. Make the best and the most reasonable financial decision for You.

Take into account the fact that if You decide to take Hire-purchase, You will enter into a Sales Agreement and be a party to the Sales Agreement who has an obligation to perform the Sales Agreement properly (i.e. to pay the Instalments on time and according to the terms and conditions of the Sales Agreement).

Turn to Us or to the Merchant immediately, should You have any additional questions related to information prior to the Sales Agreement, terms of the Sales Agreement or obligations or risks related to the Sales Agreement. We will explain to You all the circumstances in-depth and clearly. It is very important that Your decision to take Hire-purchase and enter into a Sales Agreement has developed as a result of thorough understanding and taking into account all the circumstances in depth.

### **Instalments and other costs**

The Merchant has waived to Us all the claims against You as arising from the Sales Agreement. Therefore, You will start paying the Instalments under the Sales Agreement to Us.

The Sales Agreement brings along costs for You. We are a company and issue hire-purchase in our business activities, due to which the credit taken from Us is for a charge and the fee for entry into the Sales Agreement, interest and management fee thereof will be added to the credit.

Your payment obligations under the Sales Agreement are set out in the payment schedule appended to the Sales Agreement (hereinafter "**the Payment Schedule**"). Your principal obligation arising from the Sales Agreement is to adhere to the Payment Schedule, i.e. to pay all the Instalments in the sums and on the dates specified in the Payment Schedule. If You do not perform the obligations set out in the Sales Agreement correctly, default interest and other payment obligations related to the violation as listed in the Sales Agreement and Our price list shall be added to Your obligation.

Please examine the sum of the total cost of the credit of the Goods, which is the gross sum of Your credit, i.e. the whole monetary sum that you undertake to pay Us on the basis of the Sales Agreement if you perform the Sales Agreement correctly.

### **Possibility of premature repayment of Hire-purchase**

You may repay the remaining Instalments prematurely at any time. However, in such a case We have the right to the premature repayment fee in accordance with the service conditions of the Sales Agreement and the price list.

### **Making of payments under Sales Agreement**

You can make payments under the Sales Agreement to Our bank accounts whose requisite information has been set out in the Sales Agreement. Please take into account that there may be a delay in making interbank payments on days off and during holidays. Make Your payment with sufficient time in advance in order for Your payment to reach Our bank account by the payment deadline.



If You have entered into an e-invoice standing order agreement, please observe that Your bank account which is tied to the e-invoice standing order agreement holds sufficient funds in order to pay Your payment obligations under the Sales Agreement.

Contact Us immediately if You incur any solvency problems or if You consider the creation thereof likely.

### **Consequences of violation of Sales Agreement**

If You do not perform the Payment Schedule properly, You must pay Us a default interest. The rate of the default interest has been set out in Our price list. In addition to the default interest, You have an obligation to compensate Us for the damage and costs incurred by Us and exceeding the default interest and pay Us the fees set out in Our price list (incl. for written reminders).

If You give inaccurate representations and warranties in the Sales Agreement or violate any other important terms and conditions of the Sales Agreement, You undertake to pay Us a contractual penalty at the rate set out in Our price list.

The violation of the Sales Agreement may bring along the cancellation of the Sales Agreement by Us. Upon cancellation of the Sales Agreement, You undertake to make Us immediately all the payments under the Payment Schedule in addition to other consequences arising from the Sales Agreement. The bases for the cancellation of the Sales Agreement have been listed in the service conditions of the Sales Agreement and in Our general terms and conditions.

Violation of the Sales Agreement may bring along collection, judicial, execution or bankruptcy proceedings for You as well as the seizure or compulsory sale of Your property and the disclosure of Your payment default in an appropriate debtors' register (e.g. Krediidiinfo (Credit Information)). The aforesaid may significantly aggravate Your possibilities for obtaining credit in the future.

### **Right to withdraw from Sales Agreement**

You have the right to withdraw from the Sales Agreement without disclosing the reason therefor within 14 days of the receipt of the Goods. If You withdraw from the Sales Agreement, we shall deem that You have simultaneously also withdrawn from the credit granted to you by way of the payment of the Instalments.

In order to withdraw from the Sales Agreement, submit to Us a corresponding request in accordance with the procedure set out in the service conditions of the Sales Agreement.

In the case of withdrawal from the Sales Agreement, You must return the Goods to the Merchant or compensate for the value of the Goods in money. More detailed terms and conditions are set out in the service conditions of the Sales Agreement.

### **Settling disputes**

if You are not satisfied with Our Service or customer service, then please let Us know. The procedure for handling customer complaints is governed by the Procedure for Resolution of Complaints, which is available on Our Website.

### **Information on Us**

The financial service provider is AS Inbank, registry code 12001988, address of seat and place of business Niine St 11, 10414 Tallinn, e-mail info@inbank.ee, phone 640 8080;



AS Inbank is a credit institution and Our area of activity is the provision of financial services. Supervision over Us is exercised by the Financial Supervision Authority ([www.fi.ee](http://www.fi.ee), phone 668 0500, fax 668 0501, e-mail [info@fi.ee](mailto:info@fi.ee)).