



## Ratepay Pay Later Terms of Use

### Conclusion of contract

With Ratepay Pay Later, we offer you the opportunity to extend your payment period for outstanding receivables.

To do this, you can log in to the MyRatepay customer portal, specifying the e-mail address used for the purchase and the stated payment reference (indicated on each payment reminder) and select the outstanding debt. Please note that we reserve the right to refuse an extension of your payment period in individual cases, for example for outstanding debits that have already been handed over to a collection agency.

You will have to pay a fee for the extension of your payment period, which will be displayed when you select the desired extension. The charge is added to the amount of the open debt and is due for payment when the extended payment period for the open debt expires. You can also pay the open balance before the due date.

An effective contract with us is concluded as soon as you click on the button "commit to buy" ("Zahlungspflichtig bestellen"). After conclusion of the contract, we will send you an e-mail with the amount of the total debt (open debt and fee), the details of the payment and the new payment period.

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### INSTRUCTIONS ON WITHDRAWAL

#### Right of withdrawal

**You have the right to withdraw from this contract within 14 days without giving any reason.**

**The period begins after receipt of this instruction on a permanent data storage medium, but not before the conclusion of the contract and not before we have fulfilled our obligation to provide information according to article 246b § 2 paragraph 1 in conjunction with article 246b § 1 paragraph 1 EGBGB.**

**To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). The withdrawal must be addressed to:**

**Ratepay GmbH, Franklinstr. 28-29, 10587 Berlin, Deutschland**

**Fax: 030-9832086-90**



E-mail: [paylater@ratepay.de](mailto:paylater@ratepay.de)

Phone number: 030-9832086-55

You may use the attached model withdrawal form at the end, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### Effects of withdrawal

In the event of an effective withdrawal, the services received by both parties must be returned. You are obliged to pay compensation for the value of the service rendered up to the time of withdrawal if you have been informed of this legal consequence before submitting your contractual declaration and have expressly agreed that we shall begin to perform the service in return before the end of the withdrawal period. If there is an obligation to pay compensation for lost value, this may mean that you will still have to fulfil your contractual payment obligations for the period until withdrawal. Your right of withdrawal expires prematurely if the contract is completely fulfilled by both parties at your express request before you have exercised your right of withdrawal. Obligations to refund payments must be fulfilled within 30 days. The period begins for you with the dispatch of your withdrawal declaration, for us with its receipt.

If you have requested that the service be commenced during the withdrawal period, you must pay us an appropriate amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

### Model Withdrawal Form

(Complete and return this form only if you wish to withdraw from the contract)

– To Ratepay GmbH, Franklinstr. 28-29, 10587 Berlin, Deutschland, Fax: 030-9832086-90, E-Mail: [paylater@ratepay.de](mailto:paylater@ratepay.de)

– I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),

– Ordered on (\*)/received on (\*),

– Name of consumer(s),

– Address of consumer(s)

– Signature of consumer(s) (only if this form is notified on paper),

– Date



(\*) Delete as appropriate.

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#### Default of payment

If you do not pay after receipt of the request for payment, at the latest when it becomes due, you will be in default even without a separate reminder, unless payment is not made due to circumstances for which you are not responsible.

#### Declaration concerning alternative dispute resolution in consumer matters:

The EU Commission offers the possibility of online dispute resolution on an online platform operated by it. This platform can be reached via the external link <http://ec.europa.eu/consumers/odr/>. We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

#### Storage of the contract content:

We store the contract details with the order data; these are available to you in the customer portal MyRatepay after completion of the order.

#### Data privacy

Further details on how your data is processed by Ratepay are available in the Ratepay Data Privacy Statement [<https://www.ratepay.com/legal-payment-dataprivacy>].