Device waiver liability leaflet of Inbank Rent

What is and isn't included by waiver liability?

- The waiver liability is a limitation of your liability towards SIA Inbank Rent under the rental agreement.
- Apple and Samsung mobile phones, laptops, tablets and watches (hereinafter referred to as the Devices) specified as the main device in the rental agreement are included.
- The accessories, wires, cables, chargers, spare batteries, cases, covers, screen protectors, bags, etc. are not included.
- Software, apps, files, photos, contacts and other data on the device are not included.

When is waiver liability valid?

- Every device has its waiver liability period, which corresponds to the rental period of the device.
- The waiver liability is valid during the rental period of the device.

Where is waiver liability valid?

- The waiver liability is valid worldwide, except in Russia, Belarus and Ukraine.

Which events are included under waiver liability?

Accidents

- Theft, robbery or sudden and unexpected loss of or damage to the device is included.
    - For example: an unexpected event occurs if you drop your mobile phone or a child knocks it off the table, a dog chewed it, etc. Leaving your mobile phone in the rain during a downpour is not an unexpected event.
    - For example: It's considered a robbery when your phone is taken from you through violence or threatening to use violence. It's not considered a robbery if the phone is voluntarily given to another person to use but he or she does not return it.
    - For example: It's theft when someone steals the device from your handbag while you're on a bus. It's not theft when, for example, you leave your tablet on the beach, go for a swim, and it's gone by the time you get back.

Malfunction

- Malfunctions are included from the moment the warranty of the device expires until the end of the rental period.
- The waiver liability includes the unexpected malfunctioning of a device due to an internal fault, such as:
    - fault of the motherboard or related components;
    - fault of the touchpad or keyboard, except for the wear of the cover on the keyboard keys;
    - fault of the screen or hinge mechanism;
    - damage caused as a result of a knock or fall;
    - internal damage to the device caused by contact with liquid.
- The following are not considered malfunction events:
    - the gradual reduction in the device's battery capacity;
    - screen pixel dimming or going out;
    - paint damage to the device, such as paint peeling;
    - malfunction due to blockage of the device's openings, dirt or foreign matter (e.g. blockage of the earpiece / loudspeaker, microphone or charging ports).

Waiver liability does not apply in case of damage that:

- occurred when the device was left behind or lost;
  For example: if you left your phone in a taxi, on the roof of your car, a park bench or you don't know where you lost the phone.
- occurred when the device was lost;
- is subject to indemnification on the basis of the warranty, will be or has been indemnified under another separately held insurance contract;
- occurred when the user was intoxicated or the intoxication of the user contributed to the occurrence of the damage;
- occurred from the use of the device of the SIM card, also from the assumption of obligations with the device or the SIM card, also if the device and/or the SIM card was used unlawfully without the consent of the lessee;
  For example: a stolen phone is used to call premium-rate numbers or pay for services such as parking. These costs are covered by the lessee.
- occurred from the use of the device under water if the device is not waterproof;
- occurred as a result of normal wear or scratching if the scratches do not prevent the use of the device;
- occurred as a result of terrorism.

Safety requirements

- The device may not be left unattended, unless it is located in a locked vehicle in a place where it is not visible, in a locked building or in a locked storage space.
  For example: the device is left unattended when it is left on the table in a cafe.
- The device must be used for its intended purpose and according to the manufacturer's instructions.
  For example: Damage caused by the use of accessories not authorised by the manufacturer is not covered.
- When being in possession of and using the device, one must act in a prudent manner and exercise reasonable care to avoid the occurrence of damage.
- In the case of damage to the device, measures must be taken to limit further damage.
  For example: If the device has been damaged by water, it must be switched off immediately and further use must be avoided.

Who to contact if damage occurs?

- If the device malfunctions, is damaged or destroyed, contact the service centre, the repair partner of Inbank, as soon as possible. See the Rental device repair instructions for more information.
- In the event of theft or robbery of the device, you must immediately report the theft or robbery to the police and submit a damage notification to Inbank with a confirmation from the police to whom the theft or robbery was reported.

What fees are payable if waiver liability applies?

- The lessee's liability is limited to the maximum liability cap of €149 for phones, tablets and computers and €79 for watches for each event.
- If the device has been destroyed or damaged as a result of several events, the maximum liability cap will be applied to each event separately.
  For example: A waterproof mobile phone has been dropped and is therefore no longer waterproof. The mobile phone then fell in water and suffered water damage. These are two different events and a double maximum liability cap is applied.