

Device waiver liability leaflet of Inbank Rent

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Please note, that this document is only a translation of an official version provided in Lithuanian. Thus, in the event of any conflict in interpretation between this English version and the official version in the Lithuanian language, the version in the Lithuanian language shall prevail

What is and isn't covered by waiver liability?

- **Covered:** rented mobile phones, laptops, tablets and watches (hereinafter referred to as the **Devices**) specified as the main device in the rental agreement.
- **Not covered:** the accessories, wires, cables, chargers, spare batteries, cases, covers, screen protectors, bags, etc., software, apps, files, photos, contacts and other data on the device.

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?

Accident

- 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 for 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.

- 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 in an event that took place before the rental period of the device;
- 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 your consent;

For example: a stolen phone is used to call premium-rate numbers or pay for services such as parking. These costs are covered by you.

- 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: for damage caused by the use of accessories not authorised by the manufacturer the waiver liability is not applicable.

- 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 should you contact if damage occurs?

- If the device malfunctions, is damaged or destroyed, contact the service centre, repair partner of Inbank Rent, 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 Rent with a confirmation from the police of the country where the damage was reported.

What fees are payable if waiver liability applies?

- You must pay a repair fee of 149 EUR for each event.
- If the device has been destroyed or damaged as a result of several events, the repair fee 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 repair fee is applied.