

Terms for Business Users (LT)

Version 1.13

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1. What can I find in this document?

This document defines the terms and conditions for sole traders, partnerships, companies or other legal entities (“merchant”) when the merchant uses UAB ZEN.COM services and features as described in these terms, as may be amended from time to time. If you are using ZEN services as an individual consumer, please check the [Terms for Individual Users](#).

When the merchant creates an account with ZEN, the merchant enters into an agreement with UAB ZEN.COM, a company registered in Lithuania at the address of Lvivo g. 25-104, Vilnius, under legal person code 304749651, having electronic money license No. 35 issued by the Bank of Lithuania on 2018/05/24 (“ZEN”, “we”, “us” and “ours”).

As the person who is applying for the ZEN account on behalf of the merchant (“you” and “your”), you confirm that you have the legal authority to enter into this agreement and act on behalf of the merchant.

The terms mentioned in this document constitute the core agreement between the merchant and ZEN. By accepting these terms and applying for an account, you confirm that you have read and understood these terms in English language. Any translations of this document that we may provide are only for the merchant’s convenience and should not be taken as binding.

If a topic is not covered here, it may be subject to supplementary terms. Please [check this page](#) to see a list of all supplementary terms which may be applicable to the merchant.

The merchant hereby agrees that Chapter III and Articles 4(1), (2) and (3), Article 11(1), (2) and (5), Article 29(3), Articles 37, 39, 41, 44, 51, and 52 of Law of the Republic of Lithuania on Payments (law No XIII-1092) shall not be applicable between ZEN and the merchant.

Here you can find information about:

- *How to create an account with ZEN*
- *What the merchant can do with the merchant’s account*
- *How the merchant can make transactions using the merchant’s account*
- *When and how the merchant can cancel a transaction and request a refund*
- *What to do if the merchant encounters problems connected with ZEN’s services*
- *How to keep the merchant’s account secure*
- *How to close the merchant’s account*
- *How to contact ZEN*

2. What is ZEN?

ZEN is an electronic money institution supervised by the Bank of Lithuania located at Gedimino pr. 6, LT-01103, Vilnius, Lithuania, telephone no. +370 800 50 500. the merchant can visit the following page for more information about the Bank of Lithuania: <https://www.lb.lt/en/>

By obtaining ZEN membership and using ZEN the merchant can:

- Create an electronic money account which the merchant can use to send and receive money through various available payment services
- Exchange money in different currencies
- Get cashback when the merchant use ZEN card to pay our partners for goods and/or services.
- Get extended warranty for purchased electronics when the merchant use ZEN card
- Use ZEN Card to pay for goods or services or withdraw cash from ATMs
- Use ZEN Pay to pay for good or services in select online shops

The availability of these services may be subject to additional requirements or restrictions as explained in these terms or the additional terms applicable to specific products. If your place of business is outside of the EEA, certain products and services may not be available. If you want to learn about other ZEN products and read the terms applicable to those, please check: <https://www.zen.com/terms-and-conditions/>

The merchant will be charged a monthly subscription fee based on the pricing plan the merchant chooses. The pricing plans and what they include can be found on the [business pricing plans page](#). The merchant may be charged an additional fee for services not covered by the merchant's monthly subscription or services the merchant has used in excess of the merchant's monthly free allowance.

Unless a specific pricing plan was agreed in writing between the merchant and ZEN, the merchant also has the option to request changing their pricing plan by contacting ZEN. If the merchant moves to a different pricing plan, the merchant may not get any monthly free allowance for the services that are subject to a charge. In this case, the merchant will be charged for all services based on the pricing the merchant receives.

The monthly subscription fees and other charges will be deducted from the merchant's accounts automatically. We may deduct due fees or charges from the merchant's accounts in currencies other than EUR. In this case, the exchange rate that is applicable at the time of the deduction will be used.

If none of your accounts have sufficient funds to cover the charges, we have the right to deduct these charges from your future ZEN Account balance. In this case, your account balance may be displayed in minus (-) and we also have the right to change your plan to the subscription-free plan, enforce payment through debt collection and pursue other legal remedies.

3. How to achieve ZEN?

In order to use our services, the merchant has to register and open a ZEN Account. The merchant can only have one ZEN Account at a time.

The merchant must not be incorporated or registered in one of the countries in the [prohibited jurisdictions list](#) or involved in any activity provided in the [prohibited activities list](#). Otherwise, the application will be rejected.

When the merchant applies to open an account, we will need to confirm the merchant's shareholders, directors and ultimate beneficial owner's identities. We do this by automatically checking a photo of the relevant person's valid identity card, driver's license, passport or residence card and matching that with a photo of the person's face. We may not be able to accept certain documents as proof of ID, depending on the country where it was issued. The merchant will be informed about which documents can be accepted during the merchant's application process. We may also ask the merchant to send us additional copies or scans of certain documents before or after the merchant is registered for a ZEN Account. Please check our [Privacy Policy](#) to find out more about how we collect and process the information and what we do with it.

The documents that the merchant provides must be legible and visible, without any damage, cover, hidden data or signs of modification.

If a document the merchant has provided to ZEN expires, the merchant must supply ZEN with a new and valid version of that document.

We may refuse the merchant's application to register if we have significant reasons for it. We are not obliged to reveal to the merchant the reasons for such refusal and in some cases, we are not allowed to do so due to regulatory requirements.

By registering, the merchant confirms that the data provided during the registration process is up-to-date and correct. If any of the information the merchant provides changes during registration after the merchant's account is created, the merchant should notify us as soon as possible.

4. ZEN Account, ZEN App and API

Our main service is ZEN Account, which is a payment account created for all Users following registration.

When the merchant receives money in the merchant's ZEN Account, ZEN issues electronic money in the same value for the merchant. The merchant is able to hold electronic money in the merchant's ZEN Account and use the ZEN Account for other payment services which will be described below. The merchant will be able to hold funds in different currencies we offer. You may find a list of available currencies [here](#).

The merchant can access the merchant's ZEN Account, transfer funds to other accounts, exchange currencies, check the merchant's balance and transaction history, change the merchant's phone number or address, order a ZEN Card or change its delivery address by using the ZEN App, which is available via Google Play, Huawei App Gallery or Apple App Store.

The ZEN App requires a minimum operating system version of iOS 15.0 or Android 8.0. Installing or using the application on older versions of operating systems that no longer receive security updates may result in limited functionality, operational errors, or increased risk of security vulnerabilities. ZEN shall not be liable for any damage resulting from the use of the application on such devices.

The ZEN App is not intended to operate on devices that have been rooted, jailbroken, or otherwise modified without authorization. ZEN shall not be liable for any damage, data loss, application disruption, or other issues resulting from the use of the application on such devices.

The merchant agrees to use the ZEN App only on devices that meet Google Play Integrity requirements, ensuring compliance with Google's security standards.

ZEN reserves the right to terminate support for older versions of iOS or Android at any time. The merchant will be notified of such changes by e-mail at least 14 days in advance.

As a business customer, the merchant also has access to ZEN's public API which can be used to integrate ZEN's services directly via access to our system. Certain services may be unavailable for access via the API. Access to the services via the API is secured by a secret access token that is issued for the merchant. The merchant will be required to sign into the system by using a certificate issued by a trusted third party.

5. ZEN Transactions

Whenever the merchant sends or receives money, exchanges currencies, or uses the merchant's ZEN Card to make a payment, the merchant is making a transaction.

As a financial institution, we are obliged to check each transaction and do our best to ensure that:

- i. none of the transactions occurring through ZEN are fraudulent, illegal, unauthorized, against anti-money laundering or terrorist financing regulations or otherwise against ZEN's terms;
- ii. the source of the funds involved, or the underlying legal reasons for the transactions are clear and are not suspicious;
- iii. the amount, number or frequency of the transactions is not suspicious, taking the merchant's spending pattern as well as other circumstances into consideration.

We may ask the merchant to provide additional information or documentation relating to the merchant's transactions if we consider it necessary to ensure that the merchant's transactions are in line with the paragraph above. If ZEN reasonably suspects the existence of one or more of these issues, the merchant's transaction may be delayed or refused. In such cases, we may also suspend the merchant's access to a part or whole of our services. As long as we are legally and technically able to do so, we will let the merchant know about the refusal of the merchant's transaction and the underlying reasons as soon as possible.

We also reserve our right to reverse a transaction which has already been processed if there has been a mistake or technical error in the fundamentals of the transaction order such as the amount, exchange rate, recipient, limits etc.

ZEN may use intermediary institutions to provide transaction services such as top-ups or transfer of funds. ZEN is not liable for any delays or errors resulting from technical issues or malfunctions on the intermediaries' side.

The merchant's ability to make transactions may be restricted or suspended due to our responsibility to mitigate money laundering or terrorist financing risks, where permitted under the applicable laws and regulations. These restrictions may include restrictions on the amount, type or number of transactions or transactions to and from certain countries.

If we determine, or have reasonable grounds to believe, that the merchant is misusing or unfairly exploiting benefits or promotional offers—whether provided by ZEN or third parties—through the use of our services or products, we may restrict the merchant’s access to certain services. These measures may be necessary to protect ZEN and its customers from adverse outcomes, such as increased operational costs or transaction limitations imposed by other financial institutions. The merchant is prohibited from sending or receiving transfers to or from countries named in the [prohibited jurisdictions list](#), as updated by ZEN from time to time. ZEN keeps records of all the merchant’s transactions. The merchant can also view them and download statements of the merchant’s account movements by using the ZEN App.

The merchant can use the merchant’s ZEN account to perform the following types of transactions:

(a) Adding Funds (Top-Up)

The merchant can top-up the merchant’s ZEN Account using the ZEN app in any of the numerous currencies offered by ZEN. There are several top-up methods available. Top-up is free up to the limit specified in the merchant’s subscription plan. The top-up fee (if any) will be displayed in the ZEN app when the merchant is making the transaction.

The merchant can top-up the merchant’s account only with a payment instrument (for example, a card) issued under the merchant’s name.

The merchant can also receive funds from outside of ZEN by using the IBAN corresponding to the merchant’s account in the desired currency. Such transactions are not counted towards the merchant’s free top-up limit.

ZEN strives to always comply with applicable laws and regulations as well as orders, decisions and rulings received from law enforcement agencies, prosecutors, supervisory institutions or courts. At times, this may lead to ZEN blocking or transferring funds without your explicit consent. In such instances ZEN will inform the customer about the underlying reasons for aforementioned actions, to the extent permissible by relevant applicable laws and regulations.

(b) Transferring Funds

The merchant can transfer funds locally or internationally from the merchant’s ZEN Accounts by using several methods including SEPA and SWIFT. The merchant can choose to cover the transfer fees or split the fees with the recipient.

The merchant can also send funds directly from their ZEN Account to a Mastercard or VISA card by entering the card number and full name of the recipient.

Please be careful when entering the transaction amount or the details of the recipient and make sure that the recipient is trustworthy. The merchant is responsible for making sure that the transaction details are accurate. If the transaction details are inaccurate or insufficient, the transaction may fail. If the merchant changes its decision about the transaction after a transfer is settled to the recipient’s bank, the merchant may not be able to revoke the transfer and retrieve the funds from the recipient.

If the merchant makes a transfer in Euro to an account in a country within the European Union, the transfer will be settled no later than the end of the next business day. Other

transfers within the European Union will be settled to the recipient's bank in less than 4 business days. The settlement time of other transfers will depend on several factors including processing times or intermediary banks and additional regulatory checks. Transfer orders received outside of working hours (08:00 – 16:00 CET/CEST) on business days or outside of business days are considered to be received at 08:00 AM CET on the next business day.

If you make a transfer to a country outside of the SWIFT system, there may be additional charges applied by the correspondent or recipient banks that cannot be known prior to making the transfer. In these cases, you will be asked to bear the additional costs.

The merchant will not be able to transfer funds from the merchant's account if the usable balance of that account is not sufficient to complete the transfer.

ZEN only provides services related to fiat currencies and does not engage in the sale or management of digital currencies. Any digital currency transactions or activities, including wallet top-ups or transfers, are handled by an external partner. By sending funds outside of ZEN to top up a fiat wallet or for digital currency-related transfers, the merchant acknowledges that these funds may not be retrievable or refundable by ZEN in cases such as contractual disputes, failed investments, or other issues.

ZEN is not a broker, advisor, or service provider for cryptocurrencies and assumes no responsibility for any financial losses, disputes, or other consequences resulting from your digital currency-related decisions or investments. The merchant is solely responsible for conducting due diligence on external partners or services involved in digital currency transactions.

- *Verification of Payee Service*

We offer "verification of payee" service for certain transfers from the merchant's ZEN account. The verification of payee service allows the merchant to check if the account number (IBAN) matches the payee's name before initiating an instant or SEPA payment. This applies to all payment service providers in the EU and in countries where this service is available.

The payee's name must be the full legal name of the person (name and surname) or the company receiving the funds. If no match is found with the first name, please also check using the second or additional names, as the account may be registered under a different name combination.

Before confirming a payment, the merchant will be shown whether the name fully matches, partially matches, does not match, or cannot verify the account holder's name. For partial matches, the actual payee's name will be displayed. The merchant may still confirm a payment even if the name does not match, however, funds will be sent to the account details the merchant entered, and recovery may not be possible if they are sent to the wrong person. Confirm only if you are certain the account belongs to your intended recipient.

If another payment service provider's client sends funds to the merchant, we may confirm your business name to their payment provider in the event of a close match.

ZEN is not responsible if you confirm a payment despite a visible result of close match, no match, or cannot verify, or if the service is unavailable or not mandatory due to local regulations, when sending to countries outside the European Economic Area, or in other cases provided by law.

For recurring payments (detailed under Section (e) below), verification of payee is conducted only once during the initial payment and not repeated later. ZEN will not verify the payee each time and will process payments based on the data the merchant provided in the initial recurring payment.

(c) Making payments

The merchant can easily make payments with the merchant's ZEN Card at any point of sale or on the internet. The merchant can also use ZEN Pay method for the merchant's online purchases if the method is accepted by the seller.

Paying with ZEN Card or ZEN Pay is not subject to any additional fees unless you are prompted before you approve the transaction that additional third-party charges will apply.

In some online stores, the merchant can come across ZEN Pay, our payment method that works with a ZEN QR code. In order to use this payment method, the merchant just needs to scan the code with the merchant's phone camera or using the special function in the ZEN App. ZEN Pay allows transactions to be made immediately after approval.

(d) Exchanging currencies

The merchant can exchange currencies at attractive exchange rates. Our base exchange rates reflect the interbank mid-rates at the time of the transaction. The interbank mid-rates correspond to the rate between the buy and sell prices that is used by financial institutions and transfer services. The applicable base exchange rates are applied immediately and without prior notice at the time of the transaction. The rates are dynamic and updated in real-time, and therefore subject to continuous change. The applicable exchange rate consists of the base rate plus ZEN's margin added on top. The margin is a percentage fee that is shown on the pricing page, and it is dependent on the merchant's subscription plan or any agreement we may have in writing.

Choose between the currencies available on the merchant's account. For EUR, USD, GBP and PLN the exchange is instantaneous as long as the merchant has sufficient funds at the time of the transaction.

If the merchant does not have sufficient funds to cover a transaction or payment amount in the account that the merchant chooses, ZEN will automatically exchange and withdraw the necessary amount from the merchant's other currency accounts. The withdrawal will be taken first from the account in the merchant's local currency (if available). If this account does not have sufficient funds to cover the full amount, the remaining balance will be taken from the account with the highest available balance. Should that account also lack sufficient funds, the process continues sequentially to the next highest-balance account until the full amount is covered.

(e) Recurring Payments

The merchant may use its ZEN Account to initiate and manage recurring payment orders for goods or services. Recurring payments refer to automatic, repeated payment instructions initiated by the merchant for transferring a specific amount of funds at regular intervals (e.g., weekly or monthly) to a designated recipient.

If a recurring payment attempt fails (for example, due to insufficient funds), our system will automatically retry the payment up to 3 times. Each retry will be spaced over time, and the merchant will be notified about each attempt. If all 3 attempts fail, the payment will be considered unsuccessful, and no further retries will be made for that specific instance of the payment.

In certain cases, including but not limited to regulatory or technical reasons, ZEN may initiate a hard cancel of the recurring payment instruction, which means the entire recurring schedule will be permanently terminated. If this occurs, we will notify the merchant of the cancellation and provide a specific cancellation code.

If a recurring payment attempt fails due to an issue that requires action from the merchant (such as an unsupported payment channel or an invalid beneficiary account), the recurring payment order will be marked as REJECTED. In such cases, the merchant must resolve the issue before further payment attempts can be made. No retries will be performed until the information is updated.

The merchant may cancel a recurring payment order at any time via the ZEN App.

If the recurring payment schedule has a predefined end date, it will automatically expire upon successful processing of the final scheduled payment. The recurring payment schedule will then be marked as ENDED.

Amendments to an existing recurring payment order may be limited. For example, the merchant may not be able to modify a schedule that is already marked as CANCELLED or REJECTED. Certain changes (such as to the payment amount or frequency) may require renewed authorization from the merchant, including additional authentication steps such as entering a One-Time Password (OTP).

Recurring payments may be subject to applicable fees. Where such fees apply, they will be displayed before the merchant authorizes the payment order. If the applicable fees are subject to change after the authorization date, we will notify the merchant about the changes according to section 12 of these terms. These fees are always added on top of the scheduled payment amount and will not be deducted from the funds intended for the recipient.

In the event of external disruptions (such as internet outages, third-party system failures, or other force majeure events), scheduled recurring payments may be delayed or not executed. ZEN will make reasonable efforts to notify the merchant and process the payment as soon as technically feasible.

(f) Automated Sweep Transfers

The merchant may use its ZEN Account to initiate and manage automated sweep transfers, which are automatic transfer orders executed by ZEN when the available balance on the merchant's account exceeds a defined amount (we call this the threshold amount). This

service allows the merchant to automatically move surplus funds from its ZEN Account to a recipient account designated by the merchant, while maintaining the threshold amount on the merchant's ZEN Account.

The automated sweep transfer service is only available for business users with access to the ZEN WEB Portal. Fees applicable to automated sweep transfers are the same as for regular transfers. The transfer fee will be deducted from the transferred amount, while the threshold amount will remain unaffected.

If the available balance exceeds the threshold amount, the applicable transfer fee is covered, and the resulting transfer amount is higher than the minimum transfer amount defined by the merchant, ZEN will automatically execute a sweep transfer on the transfer interval chosen by the merchant.

Automated sweep transfers may be executed at intervals selected by the merchant from the following options:

- (a) Intraday – transfers executed several times per day; for payment channels with defined cut-off windows (e.g. SEPA, SWIFT), transfers occur at each cut-off window; for channels without cut-off windows (e.g. ELIXIR), transfers occur hourly.
- (b) Daily – one transfer per day, executed at the last cut-off of the day, or at 23:00 UTC for channels without cut-offs.
- (c) Weekly – one transfer per week, executed at the last cut-off of the day, or at 23:00 UTC for channels without cut-offs.
- (d) Monthly – one transfer per month, executed at the last cut-off of the day, or at 23:00 UTC for channels without cut-offs.
- (e) Yearly – one transfer per year, executed at the last cut-off of the day, or at 23:00 UTC for channels without cut-offs.

If an automated sweep transfer attempt fails (excluding intraday transfers), our system will automatically retry the payment up to 3 times. Each retry will be spaced over time, and the merchant will be notified about each attempt. If all 3 attempts fail, the payment will be considered unsuccessful, and no further retries will be made for that specific instance of the payment. No additional attempts will be made for failed automated sweep transfers with intraday interval.

In certain cases, including but not limited to regulatory or technical reasons, ZEN may initiate a hard cancel of an automated sweep transfer instruction, which means the entire automated sweep transfer order will be permanently terminated. If this occurs, we will notify the merchant of the cancellation and provide a specific cancellation code.

If an automated sweep transfer attempt fails due to an issue that requires action from the merchant (such as an unsupported payment channel or an invalid recipient account), the recurring payment order will be marked as REJECTED. In such cases, the merchant must resolve the issue before further payment attempts can be made. No retries will be performed until the information is updated.

In the event of external disruptions (such as internet outages, third-party system failures, or other force majeure events), scheduled automated sweep transfers may be delayed or not executed. ZEN will make reasonable efforts to notify the merchant and process the payment as soon as technically feasible.

The merchant is solely responsible for providing and maintaining accurate recipient account details. ZEN shall not be liable for any failed or misdirected transfers caused by inaccurate, incomplete, or outdated information provided by the merchant. The merchant is also responsible for monitoring account balances and sweep transfer statuses via the ZEN WEB Portal.

6. Negative Balance

The merchant's ZEN Account can have negative balance due to reasons such as ZEN Card transactions, waived cashbacks, charges and fees, error corrections, waived chargeback refunds or other amounts the merchant may incur pursuant to these terms. Any negative balance will be covered automatically from the merchant's other accounts (*please see "Exchanging Currencies" section above*) or the future top-ups to the merchant's accounts. In the absence of sufficient funds in the merchant's other ZEN accounts to cover the negative balance, such negative balance is an unauthorized debt owed by the merchant to UAB ZEN.COM.

The merchant must repay such debt in full within 5 days from the moment of its occurrence. If an amount sufficient to cover the outstanding balance is not deposited into the merchant's respective ZEN account within the specified period, the merchant will be charged interest at the rate of 0.5 percent of the outstanding balance for each day of delay, or the maximum interest rate permitted by law. In connection with the occurrence of a debt, the merchant must indemnify UAB ZEN.COM for the losses and damages incurred in full, as well as all actual costs incurred by ZEN to collect this debt (including, but not limited to: costs of legal aid, cost of legal services, costs of document translations, costs of notarization of necessary documents, cost of conducting necessary examinations, court fees, necessary state duties and other necessary expenses).

Accordingly, if the merchant does not cover the negative balance within 5 calendar days, ZEN has the right to initiate debt recovery processes, apply to the courts or otherwise request injunction or interim relief for the purpose of recovering any unpaid negative balance that the merchant may have. If we send the merchant a demand letter for overdue payments, the merchant will be charged an additional fee based on the merchant's address (6,82 PLN for Poland; 20 PLN for other countries).

If the merchant is a sole trader and has both an individual and a business account with ZEN, the merchant hereby gives ZEN permission to cover negative balances and other due receivables of the individual account from the business account.

7. How to keep ZEN

The merchant must keep all login credentials, passwords, passcodes, ZEN Cards, PINs, payment instruments or the devices/mobile numbers identified with ZEN and any other means of authentication safe from theft or unauthorized access by other people.

The merchant is solely responsible for controlling the access and authorizations of its representatives registered with ZEN to act on behalf of the merchant and informing ZEN about

changes regarding its representatives. The merchant is responsible for actions taken by its representatives or other parties holding authentication details, including passwords.

The merchant must keep all the merchant's software on all electronic devices that are being used to benefit from ZEN services up to date to ensure the security of the devices and the networks being used (e.g., antivirus software and firewalls).

Contact our ZEN User Support immediately via hello@zen.com if you suspect that any login credentials, passwords, ZEN Cards or the devices/mobile numbers identified with ZEN are lost, stolen, misappropriated, or otherwise breached by unauthorized third parties.

8. What if ZEN is disturbed?

You can reach us and report your claim or complaint via chat in the app, email at hello@zen.com or by choosing a transaction in your ZEN app and pressing "Get Help" and "ZEN Care" and choosing the button that describes your problem.

When you contact us via e-mail, please send your message from the same e-mail address the merchant has provided to ZEN. If this is not possible, please let us know and we will try to solve this issue by asking you to provide additional verification to clarify your identity.

Languages that we use for claims/complaints communication are English, Polish and/or the official language of the merchant's country of incorporation, unless otherwise agreed.

When you contact us, please provide as much information as possible regarding the merchant's complaint or claim.

(a) I did not authorize this transaction

If you and the merchant have acted according to the "How to keep ZEN" section above but still suspect that a transaction was made from the merchant's ZEN Account without the merchant's authorization, the merchant has 30 days from the date of transaction to inform us and request a refund. Unless we find that the merchant has acted fraudulently or the merchant has not complied with the merchant's security obligations mentioned above, we will refund the transaction back to the merchant's account by the end of the next business day.

(b) I have a problem with my ZEN Card payment

- i. **ZEN CARE:** *I have another problem with my ZEN Card payment or the service/product I have purchased*

ZEN offers a special customer care service called **ZEN Care**. Whenever the merchant uses ZEN Card to pay for goods or services and the merchant is not satisfied with the product or the service the merchant receives, the merchant can contact ZEN Care instead of the seller/provider. We will contact the seller/provider on the merchant's behalf and try to resolve the merchant's issues directly with them. In certain cases, the ZEN Care team may help you in preparing the message for the seller or fill in their complaint form and ask you to contact the seller/provider directly.

By applying to ZEN Care, the merchant grants us permission to contact the seller/provider on the merchant's behalf for the resolution of the merchant's dispute with them. For that purpose, if necessary, we may ask the merchant to execute a written power of attorney.

While we will do our best to resolve the merchant's issue quickly and efficiently, the merchant will need to remember that ZEN Care does not guarantee that the seller/provider will cooperate and agree to issue a refund.

Please keep in mind that ZEN Care can only help the merchant if the details of the disputed purchase (such as e-mail, address, name etc.) can be reasonably attributable to the merchant.

- ii. *The seller/provider is not cooperating and/or I want a chargeback*

If the merchant has directly contacted the seller/provider or used ZEN Care to do so and the seller/provider has not provided a satisfactory resolution to the merchant's issue, the merchant may be eligible to apply for a chargeback. In this case, we will ask the merchant to provide certain documents based on the chargeback rules of the card scheme. Please note that the result of the merchant's chargeback request will depend on the rules of the card scheme.

(c) I have a complaint about ZEN

The merchant can also file a complaint about ZEN or ZEN's services. Complaints can be sent:

- i. *via e-mail at hello@zen.com or office@zen.com,*
- ii. *via Live Chat*
- iii. *via a physical letter to the following address: UAB ZEN.COM, Lvivo g. 25-104, LT-09320, Vilnius, Lithuania*

Responses to complaints about ZEN or ZEN's services will be delivered in a written digital (e-mail) form in English, or other language, preferred by Customer, if applicable.

In order to ensure that we can get back to the merchant with a satisfactory answer as soon as possible, please explain the problem as clearly as possible and provide us with all relevant documents (if any). We will examine the complaint no later than within 15 (fifteen) business days of the day of receipt of the complaint and provide a reasoned and documented reply.

If we are not able to provide an answer to the merchant's complaint within 15 business days for reasons beyond our control, we will send the merchant a response clearly indicating the reasons for the delay and specifying a new deadline by which the merchant will receive the final reply. In any event, the deadline for receiving the final reply shall not exceed 35 (thirty-five) business days. The complaint handling procedure is free of charge.

In case our response to the merchant's complaint was not satisfactory, or in case such response was not given within the timeframes set in the paragraph above, the merchant has the right to bring the claim to the courts of the Republic of Lithuania. The merchant and ZEN agree that all legal disputes shall be first adjudicated by the District Court of Vilnius Region or Vilnius Regional Court.

9. Losing ZEN

(a) Suspension of the merchant's ZEN Account

If the merchant does not make any successful transaction using its ZEN Account for 3 consecutive months, we may suspend the merchant's ZEN Account for security purposes. In order to reactivate the merchant's account, the merchant may contact us and provide us with up-to-date documents which would allow us to reactivate the account.

During any period in which the merchant's ZEN Account is suspended, monthly subscription fees will continue to apply. This is because ZEN continues to provide certain services, including but not limited to account maintenance, transaction reconciliation, regulatory monitoring, and customer support. The merchant remains responsible for all applicable fees under the applicable subscription plan unless and until the account is permanently closed or the subscription is explicitly cancelled by ZEN.

We may also suspend whole or part of our services immediately if we reasonably suspect or determine that:

- i. the merchant repetitively or persistently breaches ZEN terms that are applicable to the merchant;
- ii. the merchant provided us with false or misleading information or documentation, or failed to keep us up to date with merchant identity or contact data or failed to provide us with the documents and (or) information we requested in relation to the periodical review of merchant identity data and (or) conducted payment transactions within the indicated timeframe;
- iii. the merchant used or may use ZEN services for criminal activities, or the merchant has violated applicable laws or regulations especially regarding AML/CTF regulations;
- iv. the merchant used or may use ZEN services for malicious, illegal or immoral purposes or in a way which may harm ZEN's, ZEN employees' or ZEN's business partners' reputation or business, or abused ZEN system, or the merchant is in material breach of the merchant's obligations under these, or any other terms of ZEN agreed by the merchant;
- v. the merchant used external tools that were designed to manipulate data or influence the flow of money in order to avoid liabilities or gain unfair, fraudulent or illegal advantage or other such benefits;
- vi. the merchant failed to pay any fees, or any other financial obligation to us in a timely manner for 2 months in a row;
- vii. the merchant's, its representatives', partners', agents' or employees' actions may cause undue harm to the reputation of ZEN, or cause undue losses or monetary sanctions to ZEN;
- viii. the merchant is no longer incorporated or resident in one of the countries eligible for creating a ZEN account;
- ix. the merchant has duplicate ZEN memberships;
- x. the merchant is using the services to send payments to or receive payments from, or in connection with a transaction related to a country on the [prohibited jurisdictions list](#);
- xi. the merchant is using the services for activities related to those provided on the [prohibited activities list](#);
- xii. The merchant uses the business account to perform consumer activities (in such a case we can ask the merchant to apply for an individual account);
- xiii. the merchant abused ZEN's services (for example the merchant has ordered an unreasonable amount of ZEN Cards or made an unreasonable number of transactions in a short period of time);
- xiv. dissolution, bankruptcy, insolvency or similar proceedings have been initiated against merchant;
- xv. ZEN receives a legal notification regarding a freezing order on the merchant's assets, or another injunction has been claimed by a third party;

- xvi. security of the merchant's ZEN app or ZEN Card was breached, the merchant's login credentials have been disclosed to third parties or the merchant's funds needed to be protected.

In case the services are suspended due to reasons connected with points (iii) and (vi) above, the suspension is given for a period of 30 days with the right to extend it for an unlimited number of times until the funds in question are fully reverted or the suspicion has been cleared.

We use the suspension period to investigate the matter and to communicate with the merchant. During this time, we may decide if we want to end the suspension with or without certain conditions or we may decide to terminate our agreement.

(b) Termination of the merchant's ZEN Account

We conclude the agreement for an indefinite period. It applies until it is terminated by the merchant or us. The merchant can terminate the agreement at any time, with one month's notice effective at the end of the month. The merchant can send us a request for termination via the chat function in ZEN app or by sending us an email from the address the merchant has registered with ZEN to hello@zen.com. When the merchant contacts us for termination, the merchant should provide us with account details to transfer any funds which may remain in the merchant's account on the day of termination.

If we terminate the merchant's agreement, we will notify the merchant 60 days in advance.

We may terminate agreement immediately if we reasonably suspect or determine that:

- i. the merchant repetitively or persistently breached ZEN terms that are applicable;
- ii. the merchant provided us with false or misleading information or documentation, or failed to keep us up to date with merchant identity or contact data or failed to provide us with the documents and (or) information we requested in relation to the periodical review of merchant identity data and (or) conducted payment transactions within the indicated timeframe;
- iii. the merchant has used ZEN services for criminal activities, or has violated applicable laws or regulations especially regarding AML/CTF regulations;
- iv. the merchant used ZEN services for malicious, fraudulent, illegal or immoral purposes or in a way which may harm ZEN's, ZEN employees' or ZEN's business partners' reputation or business, or the merchant is abusing ZEN system, or the merchant is in material breach of its obligations under these, or any other terms of ZEN agreed by it;
- v. the merchant used external tools that were designed to manipulate data or influence the flow of money in order to avoid liabilities or gain unfair, fraudulent or illegal advantage or other such benefits;
- vi. the merchant is no longer incorporated or resident in one of the countries eligible for creating a ZEN account;
- vii. the merchant has duplicate ZEN memberships;
- viii. the merchant is using the services to send payments to or receive payments from, or in connection with a transaction related to a country on the [prohibited jurisdictions list](#);
- ix. the merchant is using the services for activities related to those provided on the [prohibited activities list](#);

- x. the merchant abuses ZEN's services (for example the merchant has ordered an unreasonable number of ZEN Cards or made an unreasonable number of transactions in a short period of time);
- xi. dissolution, bankruptcy, insolvency or similar proceedings have been initiated against merchant;
- xii. ZEN is required under the applicable laws and regulations to terminate its relations with the merchant;
- xiii. the merchant's ZEN membership remains suspended for more than 3 months.

We will specify the reasons for terminating the merchant's account. However, if the merchant's account has been terminated for reasons connected to points (iii) or (iv) above, ZEN may not be able to indicate the reasons for termination due to regulatory restrictions applicable to ZEN.

If the merchant has funds remaining in ZEN account at the moment of termination, we will return it to another account provided by the merchant, or in case of termination based on points (iii) or (iv) above, ZEN can return the funds to the merchant's account held at another financial institution. Where possible we will return the remaining funds to the merchant in the same currency of the merchant's relevant ZEN account. In other cases where the refund in your ZEN account currency is not possible, we will convert the funds to EUR, and we will transfer it via an available channel. Standard transfer fees will be applied for this refund operation. The merchant may be charged an additional Manual Operation Fee in case the transfer of the remaining funds requires manual input from our end, such as a manual conversion of currency, or a manual initiation of the refund operation, etc. If the account balance does not cover the transaction fees, ZEN can request the settlement of the unpaid amounts from the merchant separately. In case it is not possible to return the remaining funds due to circumstances independent of ZEN or the owner of the funds is not known, ZEN may book the funds on a technical account until the entitled party duly requests their return.

When it is possible, we will notify the merchant about why we are suspending or terminating our cooperation as soon as we can.

Unless the merchant opted out from receiving such e-mails, the merchant will receive the breakdown of all transactions completed using ZEN services, up to 36 months before the date of termination. We may refuse to provide such information if we have grounds to believe, that access to the ZEN account was unauthorized or fraudulent.

(c) Migration to Another ZEN Entity

If the merchant's place of business falls under the operating jurisdiction of another ZEN group entity, we may migrate the merchant's account to that entity. This requires the merchant to accept the terms and conditions of the ZEN entity operating in its country of business. We may need the merchant to provide additional information or documentation, if local law or that entity's regulator requires it.

Before migration, we'll notify the merchant of:

- i. The migration date;
- ii. Changes to the account features;
- iii. Any service limitations under the new entity.

After migration:

- i. All the merchant's current agreements with this ZEN entity are terminated;
- ii. All current cards are deactivated;
- iii. New cards will be issued based on the new jurisdiction. The merchant must activate all new cards upon receipt;
- iv. All ZEN account IBANs will be changed;
- v. All funds in the merchant's ZEN accounts with the previous ZEN entity will be transferred to new entity accounts;
- vi. ZEN services will be governed by the new ZEN entity's terms;
- vii. Certain features may change or become unavailable pursuant to the new terms and conditions.

10. Legal Liability

If we incur any losses or damages (including but not limited to fines from international payment card organizations, other financial institutions, or supervisory bodies) resulting from the merchant's breach of these terms or applicable laws and regulations, we may reflect these amounts to the merchant or freeze the relevant portion of the merchant's funds until the dispute is resolved. We may also follow debt recovery processes or other legal remedies for the recovery of such amounts.

Incoming transactions which have been recalled by or on behalf of the sender, by the sender's bank, or by our banking partner on behalf of the sender's bank by indicating "fraud" as the reason for the recall are considered fraudulent transactions. If either (i) the ratio of the merchant's total value of incoming transactions to the total value of fraudulent transactions, or (ii) the Merchant's total number of incoming transactions to the total number of fraudulent transactions are above 1% within a 30-day period, ZEN will charge the merchant a "Fraud Reporting Fee". If both of these ratios (i) and (ii) are above 1% for a given month, the higher of the two will be the basis for the calculation of the Fraud Reporting Fee. The merchant will be sent a notification by the 10th day of each month regarding a breakdown of the fraud rate and recalled transactions within the last 30 days. The Fraud Reporting Fee is calculated as follows:

Fraud Rate	Fraud Reporting Fee
1%-4%	2% of the total value of incoming transactions recalled as fraudulent within the 30-day period
4%-8%	4% of the total value of incoming transactions recalled as fraudulent within the 30-day period
8% or more	6% of the total value of incoming transactions recalled as fraudulent within the 30-day period

The grounds for termination listed under subsections 9.b.ii, 9.b.iii, 9.b.iv, 9.b.v, 9.b.vii, 9.b.viii, 9.b.ix, 9.b.x are considered, among others, as material breaches of this contract.

We have the right to withhold the portion of the funds that are subject to an unresolved dispute between the merchant and us or an investigation relating to AML/CTF or similar issues under the applicable laws, until such dispute or investigation is resolved.

If the merchant has funds in its ZEN account which were transferred due to an error, or abuse of ZEN system, or illegal activities, or have any unpaid fees or commissions, applicable fines, losses, or damages incurred by us due to the merchant's breach of these terms, other ZEN terms applicable to the merchant, agreements between the merchant and ZEN or any applicable laws, we are entitled to unilaterally deduct such funds from your ZEN account.

We disclaim all liability for indirect or consequential damages or losses or for force majeure events which are beyond our reasonable control.

We are not responsible for any loss or damage the merchant may incur as a result of the termination or suspension of ZEN's services pursuant to these terms.

11. ZEN Communication

We will communicate with the merchant via the ZEN App or via the e-mail address, residence address or phone number the merchant provided us. For security purposes, the ZEN App is always the primary method of communication.

The merchant hereby agrees and acknowledges that ZEN or its agents may serve legal notices, including demand letters, or letters connected to court or bailiff proceedings (collectively referred to as "Legal Notices") upon the merchant by e-mail. Legal Notices served by e-mail shall be deemed received and effective on the date of transmission, provided that the sender does not receive an undelivered or similar error message. The e-mail address that the merchant has registered with ZEN is deemed to be the valid delivery address. The merchant is responsible for keeping the e-mail address up to date and notifying ZEN without delay in the event of a change in the address.

12. Changes in ZEN

If we make any changes in these terms, we will notify the merchant by e-mail at least 14 days in advance. Changes to these terms may be made without prior notice to the merchant and shall be effective immediately, only if they are required by law, relate to the addition of a new ZEN service, introduce extra functionality to an existing ZEN service, reduce the fees applicable to ZEN services, or involve style or grammar corrections, or the changes do not reduce or limit your rights, increase your liability, or create an adverse effect on you. Furthermore, if we need to make changes in the fees or commissions due to an increase in our costs or due to inflation, the changes we make to the applicable fees or fee plans may be effective immediately.

The merchant may accept or reject proposed changes to these ZEN terms before they come into effect. If the merchant agrees with the changes, no further action is required, and the changes will take effect on the date specified.

If the merchant notifies ZEN of their disagreement with the proposed changes, it will be deemed a notice that the merchant wishes to terminate these terms on the date the changes are set to take effect, unless the merchant provides another date in accordance with these terms.

13. ZEN Privacy

We process your personal data mainly for the purpose of performing the service and fulfilling obligations resulting from legal provisions. Details on the purposes of processing, the rules we apply, and your rights can be found in our [Privacy Policy](#).

14. Final Provisions

The entire text of these ZEN terms, as well as any documents derived from it, has been written in English. These ZEN terms may be translated into other languages; however, in the event of any discrepancy between the original text and the translated versions, the English version shall prevail.

Both ZEN and the merchant confirm that each party possesses all permits and licenses required under applicable law necessary for the execution of these terms.

ZEN shall, in all cases, act as an independent party and does not control or assume responsibility for the products and services paid for using ZEN services. ZEN shall not be responsible for the performance of any transaction entered into between the purchaser, seller, or any other party and you, unless otherwise stated in separate agreements between the merchant and ZEN.

The merchant shall not have the right to assign its rights and obligations arising from these terms to third parties without ZEN's prior written consent. ZEN reserves the right to assign its rights and obligations under these terms to third parties at any time without the merchant's consent, provided that such assignment does not conflict with the law.

If any provision of these terms is found to be invalid, this shall not affect the validity of the remaining provisions or other agreements between the merchant and ZEN.

These ZEN terms shall be published on ZEN's website in English and any other languages if translated. A copy of these terms is available for download from our website and/or, <https://www.zen.com/terms-and-conditions/>.