

## Terms for Individual Users (LT)

Version 1.25

Published on 26.05.2026

### 1. What can I find in this document?

This document defines the terms and conditions for you (“you” and “your”) when you use UAB ZEN.COM services and features as described in these terms, as may be amended from time to time, as an individual. If you are using ZEN.COM services for your business, please check the [Terms for Business Users](#).

When you create an account with ZEN, you enter into an agreement with UAB ZEN.COM, a company registered in Lithuania at the address of Konstitucijos pr. 18B, LT-09308, 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”).

The terms mentioned in this document constitute the core agreement between you 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 your convenience and should not be taken as binding.

Here you can find information about:

- *How to create an account with ZEN*
- *What you can do with your account*
- *How you can make transactions using your account*
- *When and how you can cancel a transaction and request a refund*
- *What to do if you encounter problems connected with ZEN.COM's services*
- *How to keep your account secure*
- *How to close your account*
- *How to contact ZEN.COM*

### 2. What is ZEN?

ZEN.COM 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. you can visit the following page for more information about the Bank of Lithuania: <https://www.lb.lt/en/>

By obtaining ZEN.COM membership and using ZEN.COM you may be eligible to:

- Create an electronic money account which you can use to send and receive money through various available payment services

- Exchange money in different currencies
- Get cashback when you use ZEN.COM card to pay our partners for goods and/or services.
- Get extended warranty for purchased electronics when you use ZEN.COM card
- Use ZEN.COM Card to pay for goods or services or withdraw cash from ATMs
- Use ZEN.COM 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 you are residing outside of the EEA, certain products and services may not be available. If you want to learn about other ZEN.COM products and read the terms applicable to those, please check: <https://www.zen.com/terms-and-conditions/>

You will be charged a subscription fee based on the pricing plan you choose. The subscription fee may be charged monthly, quarterly or annually, depending on your subscription model. The pricing plans and what they include, as well as any additional fees which may apply can be found on the [pricing page](#). You may be charged an additional fee for services not covered by your monthly subscription or services you have used more than your monthly free allowance. Additional fees will always be shown on your ZEN.COM app before you approve the relevant action.

You also have the option to unsubscribe from a pricing plan by contacting ZEN.COM or by using the “unsubscribe” button on the ZEN.COM mobile app. If you unsubscribe, you will not get any monthly free allowance for the services that are subject to a charge. In this case, you will be charged for all services based on the pricing plan you receive. If you remain unsubscribed for 3 months, your account may be suspended or terminated by ZEN.COM without sending an additional notice in advance.

The monthly subscription fees and other charges will be deducted from your accounts automatically. We may deduct due fees or charges from your 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.COM Account balance, change your subscription plan to the free plan, enforce payment through debt collection and pursue other legal remedies.

### **3. How to achieve ZEN?**

In order to use our services, you have to register and open a ZEN.COM Account. You can only have one ZEN.COM Account at a time.

There are only two requirements to apply for a ZEN.COM Account:

1. be 18 years old or over,
2. be the resident of a country other than those listed [here](#)

When you apply to open an account, we will need to confirm your identity. We do this by automatically checking a photo of your valid identity card, driver’s license, passport or residence card and matching that with a photo of your face. We may not be able to accept certain documents as proof of ID, depending on the country where it was issued. You will be informed about which documents can be accepted during your application process.



If you believe that you have legitimate reasons for being unable to provide the requested identity documents, you may contact us by sending us an e-mail at [hello@zen.com](mailto:hello@zen.com). In this case, you should explain in your e-mail the reasons for not being able to provide the identity documentation that is required during onboarding. Our onboarding team will consider the special conditions applicable to your case and if we consider that you have credible and legitimate reasons, we will provide you with alternative ways to verify your identity. In such cases, you may be given additional time to provide the traditional forms of identity documentation and certain restrictions and limitations may apply to your usage of our services until you do so.

We may also ask you to send us additional copies or scans of certain documents before or after you are registered for a ZEN.COM Account. Please check our [Privacy Policy](#) to find out more about how we collect and process your information and what we do with it.

If you are using our services through ZEN.COM's business partners which have your confirmed identity details, you may be required to perform face verification when you log in through the ZEN.COM mobile app. Doing so will allow you to benefit from the full range of our services that are available to you and you will begin to be charged the monthly subscription fee based on your subscription model, starting from that date.

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

If a document you have provided to ZEN.COM expires, you must supply ZEN.COM with a new and valid version of that document.

We may refuse your application to register if we have significant reasons for it. Even though we always document the reasons for such refusal, we are not obliged to reveal them to you due to regulatory requirements.

By registering you confirm that the data provided during the registration process is up-to-date and correct. If any of the information you provide us with during registration changes after your account is created, you should notify us as soon as possible.

#### **4. ZEN.COM Account and ZEN.COM App**

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

When you receive money in your ZEN.COM Account, ZEN.COM issues electronic money in the same value for you. You can hold electronic money in your ZEN.COM Account and use the ZEN.COM Account for other payment services which will be described below. You will be able to hold funds in different currencies we offer. Here is the current [list of available currencies](#).

By using the ZEN.COM App, you can make use of a variety of our services, subject to your eligibility for them. These include the ability to access your ZEN.COM Account, transfer funds to other accounts, exchange currencies, check your balance and transaction history, change your phone number or address, order a ZEN.COM Card or change its delivery address. The ZEN.COM App is available via Google Play, Huawei App Gallery or Apple App Store.

The ZEN.COM 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.COM shall not be liable for any damage resulting from the use of the application on such devices.

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

You hereby agree to use the ZEN.COM App only on devices that meet Google Play Integrity requirements, ensuring compliance with Google's security standards.

ZEN.COM reserves the right to terminate support for older versions of iOS or Android at any time. You will be notified of such changes by e-mail at least 60 days in advance.

## **5. ZEN.COM Transactions**

Whenever you send or receive money, exchange currencies or use your ZEN.COM Card to make a payment, you are 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.COM are fraudulent, illegal, unauthorized, against anti-money laundering or terrorist financing regulations or otherwise against ZEN.COM'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 are not suspicious, taking your spending pattern as well as other circumstances into consideration.

We may ask you to provide additional information or documentation relating to your transactions if we consider it necessary to ensure that your transactions are in line with the paragraph above. If ZEN.COM reasonably suspects the existence of one or more of these issues, your transaction may be delayed or refused. In such cases, we may also suspend your access to a part or whole of our services. As long as we are legally and technically able to do so, we will let you know about the refusal of your 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.COM may use intermediary institutions to provide transaction services such as top-ups or transfer of funds. ZEN.COM is not liable for any delays or errors resulting from technical issues or malfunctions on the intermediaries' side.

Your 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 you are misusing or unfairly exploiting benefits or promotional offers (whether provided by ZEN.COM or third parties) through

the use of our services or products, we may restrict your access to certain services. These measures may be necessary to protect ZEN.COM and its customers from adverse outcomes, such as increased operational costs or transaction limitations imposed by other financial institutions. You are prohibited from sending or receiving transfers to or from countries named in the [prohibited jurisdictions list](#), as updated by ZEN.COM from time to time.

ZEN.COM keeps records of all your transactions. You can also view them and download statements of your account movements by using the ZEN.COM App.

You can use your ZEN.COM account to perform the following types of transactions:

#### **(a) Adding Funds (Top-Up)**

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

You can top-up your account using various methods made available in the ZEN.COM app. Where a payment instrument (for example, a card) is used to top-up your account, that payment instrument must be issued under your name.

You can also top-up your ZEN.COM account by initiating a payment from a bank account held in your name via a licensed third-party payment initiation service provider (PISP). When using the PISP top-up method, you authenticate directly with your own bank (e.g. via your bank's mobile application) and authorise a one-off payment to ZEN.COM. The PISP top-up method does not allow you to save a bank connection, create a payment template, or schedule recurring or future-dated top-ups.

The PISP top-up method may be settled to your ZEN.COM Account instantly; however, settlement times may vary depending on your bank and the intermediary involved. Availability of the PISP top-up method is limited to banks operating in select European countries as indicated in the ZEN.COM app, and may change from time to time. The PISP top-up method is available to you in accordance with your onboarding country and supported bank list.

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

ZEN.COM 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.COM blocking or transferring funds without your explicit consent. In such instances ZEN.COM will inform the customer about the underlying reasons for aforementioned actions, to the extent permissible by relevant applicable laws and regulations.

#### **(b) Transferring Funds**

You can transfer funds locally or internationally from your ZEN.COM Accounts by using several methods including SEPA and SWIFT. You can choose to cover the transfer fees or split the fees with the recipient.

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

Please be careful when you are entering the transaction amount or the details of the recipient and make sure that the recipient is trustworthy. You are responsible for making sure that the transaction details are accurate. If the transaction details are inaccurate or insufficient, the transaction may fail. If you change your mind about the transaction after a transfer is settled to the recipient's bank, you may not be able to revoke the transfer and retrieve your funds from the recipient.

If you make the transfer in Euro, to an account in a country within the European Union, your 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 various 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.

You will not be able to transfer funds from your account if the usable balance of that account is not sufficient to complete the transfer.

ZEN.COM 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.COM to top up a fiat wallet or for digital currency-related transfers, you acknowledge that these funds may not be retrievable or refundable by ZEN.COM in cases such as contractual disputes, failed investments, or other issues.

ZEN.COM 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. You are 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 your ZEN.COM account. The verification of payee service allows you 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, you will see 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. You may still confirm a payment even if the name does not match, however, funds will be sent to the account details you 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 you, we may confirm your name to their payment provider in the event of a close match.

ZEN.COM 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.

#### **(c) ZEN.COM Buddies**

ZEN.COM Buddies is another method of transferring funds which allows you to make transfers to other ZEN.COM users using a phone number, without knowing their actual account number. If the recipient is also a ZEN.COM User, the transfer will be settled on the recipient's account instantly. In case the recipient is not a ZEN.COM User, an SMS invitation will be sent to the phone number you provide. The recipient will be able to access the funds by registering for a ZEN.COM Account.

For more information on ZEN.COM Buddies, please check [ZEN.COM Buddies Terms](#).

#### **(d) Making payments**

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

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

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

#### **(e) Exchanging currencies**

You can exchange currencies at attractive exchange rates. Our base exchange rates reflect the interbank mid-rates at the time of your 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. Your final exchange rate consists of the base rate plus ZEN.COM's margin added on top. The margin is a percentage fee that is shown on the pricing page, and it is dependent on your subscription plan or any agreement we may have in writing.

Choose between the currencies available on your account. Currency exchange is instantaneous as long as you have sufficient funds at the time of the transaction.

If you do not have sufficient funds to cover the transaction or payment amount in the account that you choose, ZEN.COM will automatically exchange and withdraw the necessary amount from your other currency accounts. The withdrawal will be taken first from the account in your 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.

## **6. Negative Balance**

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

You 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 your respective ZEN.COM account within the specified period, you 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 ZEN.COM user you must indemnify UAB ZEN.COM for the losses and damages incurred in full, as well as all actual costs incurred by ZEN.COM 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 you do not pay your negative balance within 5 days, ZEN.COM 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 you may have. If we send you a demand letter for overdue payments, you will be charged an additional fee based on your address (6,82 PLN for Poland; 20 PLN for other countries).

If you have both an individual and a business account (as a sole trader) with ZEN, you give us permission to cover negative balances and other due receivables of your business from your individual account.

## **7. How to keep ZEN**

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

You must keep all your software on all electronic devices that are being used to benefit from ZEN.COM 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.COM User Support immediately via [hello@zen.com](mailto:hello@zen.com) if you suspect that any login credentials, passwords, ZEN.COM Cards or the devices/mobile numbers identified with ZEN.COM are lost, stolen, misappropriated, or otherwise breached by unauthorized third parties.

## **8. What if ZEN.COM is disturbed?**

You can reach us and report your claim or complaint via chat in the app, email at [hello@zen.com](mailto:hello@zen.com) or by choosing a transaction in your ZEN.COM app and pressing HELP and "Get Refund" buttons.

When you contact us via e-mail, please send your message from the same e-mail address you have 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 your country of residence, unless otherwise agreed.

When you contact us, please provide as much information as possible regarding your complaint or claim.

### ***(a) I did not authorize this transaction***

If you have acted according to the "How to keep ZEN" section above, but you still suspect that a transaction was made from your ZEN.COM Account without your authorization or your transaction was executed incorrectly, you have 13 months from the date of transaction to inform us and receive a refund. In such a case, you must notify us without undue delay on becoming aware of the circumstances giving rise to your refund claim. If all the conditions are met and unless we find that you have acted fraudulently or you have not complied with your security obligations mentioned above, we will refund the transaction back to your account by the end of the next business day.

### ***(b) I have a problem with my ZEN.COM Card payment***

- i. *I have authorized a payee-initiated transaction with my ZEN.COM Card, but the amount of the payment was not specified at the time, and it was more than what I reasonably could have expected.*

Payee-initiated payments are transactions where you give your authorization and consent prior to the date the transaction will be executed. These can be recurring payment orders such as monthly subscriptions or other charges which occur after you give the payee consent to charge your ZEN.COM Card. If the recipient of your payee-initiated payment is located in the EEA, you can request a refund within 8 weeks from the date of the payment. Once you provide us with all the relevant documents and information which prove the above-mentioned points, we will refund you the full amount within 10 business days.

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

ZEN.COM offers a special customer care service called **ZEN.COM Care**. Whenever you use your ZEN.COM Card to pay for goods or services and you are not satisfied with the product or the service you receive, you can contact ZEN.COM Care instead of the merchant. We will contact the merchant on your behalf and try to resolve your issues directly with them.

By applying to ZEN.COM Care, you grant us your permission to contact the merchant on your behalf for the resolution of your dispute with them. For that purpose, if necessary, we may ask you to execute a written power of attorney.

The number of ZEN.COM Care complaints that we can handle for you each month depends on your subscription plan.

While we will do our best to resolve your issue quickly and efficiently, you will need to remember that ZEN.COM Care does not guarantee that the merchant will cooperate and agree to issue a refund.

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

- iii. *The merchant is not cooperating and/or I want a chargeback*

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

### **(c) I have a complaint about ZEN**

You can also file a complaint about ZEN.COM or ZEN.COM's services. Your complaints can be sent:

- i. *via e-mail at [hello@zen.com](mailto:hello@zen.com) or [office@zen.com](mailto:office@zen.com),*
- ii. *via Live Chat*
- iii. *via a physical letter to the following address: UAB ZEN.COM, Konstitucijos pr. 18B, LT-09308, Vilnius, Lithuania*

Responses to complaints about ZEN.COM or ZEN.COM'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 you with a satisfactory answer as soon as possible, please explain your problem as clearly as possible and provide us with all relevant documents (if any). We will examine your complaint no later than within 15 (fifteen) business days of the day of receipt of the complaint and provide you with a reasoned and documented reply.

If we are not able to provide an answer to your complaint within 15 business days for reasons beyond our control, we will send you a response clearly indicating the reasons for the delay and specifying a new deadline by which you 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 your complaint does not satisfy you, or in case such response was not given within the timeframes set in the paragraph above, you have the right to bring the claim to the courts of the Republic of Lithuania or apply to the Bank of Lithuania as provided in the paragraph below. You and ZEN.COM agree that all legal disputes shall be first adjudicated by the District Court of Vilnius Region or Vilnius Regional Court.

If you are not satisfied with our decision/resolution, you have the right to use out of court settlement of disputes and bring the complaint to the Bank of Lithuania. To be eligible for this dispute settlement process of the Bank of Lithuania, you must bring the claim to our attention no later than 3 (three) months from the date on which you became aware or should have become aware of the violation of your rights or legitimate interests. Furthermore, the complaint must be brought to the Bank of Lithuania within 1 (one) year of the complaint's submission to ZEN. The complaint can be submitted to the Bank of Lithuania: 1) via the electronic dispute settlement facility E- Government Gateway; 2) by completing an application form (the form can be found here: <https://www.lb.lt/en/dbc-settle-a-dispute-with-a-financial-service-provider>) and sending it to the Legal and Licensing Department of the Bank of Lithuania, Žalgirio St. 90, LT-09303 Vilnius, prieziura@lb.lt or Totorių St. 4 LT-01121 Vilnius, info@lb.lt; 3) by filing out a free-form application and sending it to the Legal and Licensing Department of the Bank of Lithuania, Žalgirio St. 90, LT-09303 Vilnius, prieziura@lb.lt or Totorių St. 4 LT-01121 Vilnius, info@lb.lt. Such claim to the Bank of Lithuania must be submitted in accordance to “the Law on the Bank of Lithuania of the Republic of Lithuania or the Law on the Protection of the Rights of Consumers of the Republic of Lithuania” or “Out of court settlement of disputes between consumers and financial market participants, approved by the Bank of Lithuania Board of Directors, 26 January, 2012, Nr. 03-23”, as amended from time to time.

## **9. Losing ZEN**

### **(a) Suspension of your ZEN.COM Account**

If you do not make any successful transaction using your ZEN.COM Account or your ZEN.COM Card for 6 consecutive months, we may suspend your ZEN.COM Account for security purposes. In order to reactivate your account, contact us and provide us with up-to-date documents which would allow us to reactivate your account.

During any period in which your ZEN.COM Account is suspended, monthly subscription fees will continue to apply. This is because ZEN.COM continues to provide certain services, including but not limited to account maintenance, transaction reconciliation, regulatory monitoring, and customer support. You remain responsible for all applicable fees under your subscription plan unless and until your account is permanently closed or your 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. you repetitively or persistently breach ZEN.COM terms that are applicable to you;
- ii. you provided us with false or misleading information or documentation, or you failed to keep us up to date with your personal or contact data or failed to provide us with the



documents and (or) information we requested in relation to the periodical review of your personal data and (or) your conducted payment transactions within the indicated timeframe;

- iii. you used or may use ZEN.COM services for criminal activities, or you have violated applicable laws or regulations especially regarding AML/CTF regulations;
- iv. you used or may use ZEN.COM services for malicious, illegal or immoral purposes or in a way which may harm ZEN.COM's, ZEN.COM employees' or ZEN.COM's business partners' reputation or business, or you are abusing ZEN.COM system, or you are in material breach of your obligations under these, or any other terms of ZEN.COM agreed by you;
- v. you 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. you failed to pay any fees, or you failed to pay any other financial obligation to us in a timely manner for 2 months in a row;
- vii. your actions may cause undue harm to the reputation of ZEN, or cause undue losses or monetary sanctions to ZEN;
- viii. you are no longer resident in one of the countries eligible for creating a ZEN.COM account;
- ix. you have duplicate ZEN.COM memberships;
- x. you are 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. you are using the services for activities related to those provided on the prohibited activities list;
- xii. you use the individual account to perform business activities (in such a case we can ask you to apply for a business account);
- xiii. you abuse ZEN.COM's services (for example you have ordered an unreasonable amount of ZEN.COM Cards or made an unreasonable number of transactions in a short period of time);
- xiv. ZEN.COM becomes aware of your death, loss of legal capacity, bankruptcy or insolvency;
- xv. ZEN.COM receives a legal notification regarding a freezing order on your assets, or another injunction has been claimed by a third party;
- xvi. security of your ZEN.COM app or ZEN.COM Card was breached; your login credentials have been disclosed to third parties or your 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 you. 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 your ZEN.COM Account**

We conclude the agreement for an indefinite period. It applies until it is terminated by you or us. You can terminate your agreement at any time, with one month's notice effective at the end of the month. You can send us your request for termination via the chat function, or the "close account" button in ZEN.COM app, or by sending us an email from the address you have registered with



ZEN.COM to [hello@zen.com](mailto:hello@zen.com). When you contact us for termination, you should provide us with account details to transfer any funds which may remain in your account on the day of termination.

If we terminate your agreement, we will notify you 60 days in advance.

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

- i. you repetitively or persistently breach ZEN.COM terms that are applicable to you;
- ii. you provided us with false or misleading information or documentation, or you failed to keep us up to date with your personal or contact data or failed to provide us with the documents and (or) information we requested in relation to the periodical review of your personal data and (or) your conducted payment transactions within the indicated timeframe;
- iii. you used ZEN.COM services for criminal activities, or you have violated applicable laws or regulations especially regarding AML/CTF regulations;
- iv. you used ZEN.COM services for malicious, fraudulent, illegal or immoral purposes or in a way which may harm ZEN.COM's, ZEN.COM employees' or ZEN.COM's business partners' reputation or business, or you are abusing ZEN.COM system, or you are in material breach of your obligations under these, or any other terms of ZEN.COM agreed by you;
- v. you 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. you are no longer resident in one of the countries eligible for creating a ZEN.COM account;
- vii. you have duplicate ZEN.COM memberships;
- viii. you are 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. you are using the services for activities related to those provided on the [prohibited activities list](#);
- x. you abuse ZEN.COM's services (for example you have ordered an unreasonable number of ZEN.COM Cards or made an unreasonable number of transactions in a short period of time);
- xi. ZEN.COM becomes aware of your death, loss of legal capacity, bankruptcy, or insolvency;
- xii. ZEN.COM is required under the applicable laws and regulations to terminate its relations with you;
- xiii. your ZEN.COM membership remains suspended for more than 6 months.

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

If you have funds remaining in your ZEN.COM account at the moment of termination, we will return it to another account provided by you, or in case of termination based on points (iii) or (iv) above, ZEN.COM can return the funds to your own account held at another financial institution. Where possible we will return the remaining funds to you in the same currency of the relevant ZEN.COM account. In other cases where the refund in your ZEN.COM account currency is not possible, we will convert your funds to EUR, and we will transfer it via an available channel. Standard transfer fees will be applied for this refund operation. You 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.COM can request the settlement of the unpaid amounts from you separately. In case it is not possible to return the remaining funds due to circumstances independent of ZEN.COM or the owner of the funds is not known, ZEN.COM may book the funds on a technical account until the entitled party duly requests their return. For terminated accounts with unclaimed funds remaining, ZEN.COM may charge an administration fee as specified on the [pricing page](#), which will continue to accrue and be deducted from the remaining balance until the refund is processed.

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

Unless you opted out from receiving such e-mails, you will receive the breakdown of all transactions completed using ZEN.COM 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.COM account was unauthorized or fraudulent.

### **(c) Migration to Another ZEN.COM Entity**

If your residence address falls under the operating jurisdiction of another ZEN.COM group entity, due to relocation or existing coverage, we may migrate your account to that entity. This requires you to accept the terms and conditions of the ZEN.COM entity operating in your country of residence. We may need you to provide proof of your new residence address and other additional information or documentation, if local law or that entity's regulator requires it.

Before migration, we'll notify you of:

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

After migration:

- i. All your current agreements with this ZEN.COM entity are terminated;
- ii. All current cards are deactivated;
- iii. New cards will be issued based on your new residence. You must activate your new cards upon receipt;
- iv. All your ZEN.COM account IBANs will be changed;
- v. All your funds in your ZEN.COM accounts with the previous ZEN.COM entity will be transferred to new entity accounts;
- vi. ZEN.COM services will be governed by the new ZEN.COM 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 your breach of these terms or applicable laws and regulations we may reflect these amounts to you or freeze the relevant portion of your funds until the dispute is resolved. We may also follow debt recovery processes or other legal remedies for the recovery of such amounts.

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 you and us or an investigation relating to AML/CTF or similar issues under the applicable laws, until such dispute or investigation is resolved.

If you have funds in your ZEN.COM account which were transferred due to an error, or abuse of ZEN.COM system, or illegal activities, or have any unpaid fees or commissions, applicable fines, losses, or damages incurred by us due to your breach of these terms, other ZEN.COM terms applicable to you, agreements between you and ZEN.COM or any applicable laws, we are entitled to unilaterally deduct such funds from your ZEN.COM 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 you may incur as a result of the termination or suspension of ZEN.COM's services pursuant to these terms.

## **11. ZEN.COM Communication**

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

By using our services, you agree and acknowledge that ZEN.COM 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 you 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 you have registered with ZEN.COM is deemed to be the valid delivery address. You are responsible for keeping the e-mail address up to date and notify ZEN.COM without delay in the event of a change to the address.

## **12. Changes in ZEN**

If we make any changes in these terms, we will notify you by e-mail 60 days in advance. Changes to these terms may be made without prior notice to you and shall be effective immediately, only if they are required by law, relate to the addition of a new ZEN.COM service, introduce extra functionality to an existing ZEN.COM service, reduce the fees applicable to ZEN.COM 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 to 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.

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

If you notify us of your disagreement with the proposed changes, it will be deemed a notice that you wish to terminate these terms on the date the changes are set to take effect, unless you provide another date in accordance with these terms.



### 13. ZEN.COM 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](#).

By accepting these terms and submitting your application to open/create a ZEN.COM account, **you expressly consent** that UAB ZEN.COM is authorized to access, collect, and process information about you and your financial/other obligations (including credit history data) for the purposes of:

- (a) Creditworthiness Assessment:** Sharing this information with third parties (e.g., banks, financial institutions, or other entities) to evaluate your eligibility for loans, financing, or related services.
- (b) Credit Risk Management:** Using this data to mitigate financial risks and support internal decision-making processes.

You also agree that UAB ZEN.COM may store, use, and disclose information about your financial obligations (including credit history) to credit bureaus both within and outside the European Union. This includes the transfer of data necessary to compile and maintain your credit history. You confirm that you have been informed of UAB ZEN.COM's practice of sharing your information with credit bureaus globally, including those outside the EU, for the purpose of building and updating your credit profile.

### 14. Final Provisions

The entire text of these ZEN.COM terms, as well as any documents derived from it, has been written in English. These ZEN.COM 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.

You confirm that you possess the legal capacity required under the applicable law for the execution of these terms.

ZEN.COM 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.COM services. ZEN.COM 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 you and ZEN.

You shall not have the right to assign your rights and obligations arising from these terms to third parties without ZEN.COM's prior written consent. ZEN.COM reserves the right to assign its rights and obligations under these terms to third parties at any time without your 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 you and ZEN.

These ZEN.COM terms shall be published on ZEN.COM'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/>.



