

Terms for ZEN.COM CashCard (LT) via Online Distributor

Version 1.01

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1. What can I find in this document?

- 1.1 These Terms and Conditions (the Terms) define the terms and conditions for you ("you" and "your") when you purchase, hold or use the prepaid Electronic Money payment instrument known as ZEN.COM CashCard (the CashCard) issued by UAB ZEN.COM.
- 1.2 By purchasing, holding or using a CashCard, you enter into an agreement with UAB ZEN.COM, a company registered in Lithuania at Konstitucijos av. 18B, LT-09308, Vilnius, legal entity code 304749651, holding Electronic Money institution licence No. 35 issued by the Bank of Lithuania ("ZEN.COM", "we", "us" and "our") via Distributor - ESEMBO spółka z ograniczoną odpowiedzialnością a company registered in Poland at Zagłoby st. 19/9, 02-495 Warszawa, Poland, tax identification number NIP 5223142863.
- 1.3 These Terms constitute the core agreement between you and ZEN.COM in relation to the CashCard. Any translations of these Terms are provided for convenience only and the English version shall prevail.
- 1.4 The capitalized terms we use have the following meanings:
 - 1.4.1 "Applicable Law" means all laws and regulations applicable to ZEN.COM, the CashCard and your use of the CashCard, including laws on electronic money, payment services, consumer protection, anti-money laundering and sanctions.
 - 1.4.2 "Electronic Money" means electronically stored monetary value issued by ZEN.COM in exchange for funds and representing a claim on ZEN.COM.
 - 1.4.3 "Holder" means the person in possession of a CashCard or CashCard details and entitled to use it as a bearer instrument.
 - 1.4.4 "Distributor" or "Reseller" means an independent third party (not acting as ZEN.COM's agent) that sells CashCards to customers.
 - 1.4.5 "Merchant" means a merchant approved by ZEN.COM to accept the CashCard as a payment method.
 - 1.4.6 "Redemption" means exchanging Electronic Money for funds other than by paying a Merchant, in accordance with these Terms.
 - 1.4.7 "Restricted Merchant Categories" means categories of merchants or transactions for which CashCard payments are not permitted, as determined by ZEN.COM and made available via ZEN.COM channels.
 - 1.4.8 "Sanctions" means restrictive measures imposed by the European Union, the United Nations and/or other authorities applicable to ZEN.COM or the CashCard programme.

2. What is ZEN.COM CashCard?

- 2.1 ZEN.COM CashCard is a prepaid Electronic Money payment instrument issued by ZEN.COM. Each CashCard represents Electronic Money and constitutes a claim against ZEN.COM in accordance with Applicable Law.
- 2.2 A CashCard is a nonreloadable, multiuse bearer instrument with a fixed face value denominated in the currency stated on the CashCard.
- 2.3 A CashCard is not linked to a payment account, bank account or user account and does not require registration or the creation of a ZEN.COM account in order to be used for making purchases from partnered Merchants.
- 2.4 CashCards may be issued in digital form.
- 2.5 ZEN.COM may restrict the availability, sale or use of CashCards in certain countries, regions or channels where required by Sanctions, Applicable Law or ZEN.COM's risk management policies.

3. Issuance of Electronic Money

- 3.1 Electronic Money is issued at the moment the CashCard is generated and made available for use.
- 3.2 The face value of the CashCard corresponds to the amount of Electronic Money issued.
- 3.3 CashCards are sold at face value. ZEN.COM does not charge a fee for the issuance of Electronic Money. Any fees charged by Distributors or Resellers are determined independently by them and are not deducted from the CashCard value.
- 3.4 CashCards may be sold by Distributors or Resellers acting in their own name and as independent parties. Any agreement for the purchase, delivery or provision of a CashCard from a Distributor/Reseller is between you and that Distributor/Reseller. ZEN.COM remains the issuer of the Electronic Money and your rights against ZEN.COM in respect of the CashCard (including use and redemption) are governed by these Terms.

4. Use of the CashCard

- 4.1 A CashCard may be used to pay for goods or services at online Merchants that accept the CashCard as a payment method.
- 4.2 A CashCard may be used multiple times until its balance is exhausted. It is not possible to reload a CashCard.
- 4.3 Multiple CashCards may be used within a single transaction; however, it is not possible to combine multiple CashCards into one CashCard.
- 4.4 A CashCard may be used only in the currency in which it is issued. Currency conversion is not supported.
- 4.5 Certain categories of Merchants or transactions may be restricted. A list of Restricted Merchant Categories are available as Schedule 1 of [ZEN.COM E-Commerce Terms](#).



4.6 The following limits apply to the use of CashCards:

4.6.1 the maximum value of a single CashCard is EUR 150 or PLN 600;

4.6.2 a maximum transaction value may apply. The applicable maximum transaction value will be communicated by ZEN.COM via the ZEN.COM website or other relevant communication channels;

4.7 ZEN.COM may impose additional limits or restrictions on the use of the CashCards where required for regulatory, security, fraud prevention or risk management purposes.

4.8 You must not use a CashCard for any unlawful purpose, including fraud, money laundering, terrorist financing, or in breach of these Terms, Sanctions or Applicable Law.

5. Expiry and maintenance

5.1 The CashCards do not have an expiry date.

5.2 A maintenance fee may be applied twelve (12) months after the date the CashCard is issued (as recorded in ZEN.COM systems). The amount and frequency of any maintenance fee are specified in Schedule 1 below.

5.3 Any maintenance fee will be deducted directly from the remaining CashCard balance.

6. Refunds initiated by Merchants

6.1 Where a transaction paid for using a CashCard is cancelled or reversed by a Merchant, any refund shall be handled by the Merchant in accordance with its own policies.

6.2 Where a refund is approved, the refunded amount shall be issued in the form of a new CashCard and delivered to the email address provided by the user to the Merchant.

6.3 A refund issued in the form of a new CashCard does not constitute a Redemption of Electronic Money and does not require the creation of a ZEN.COM account or the completion of identity verification.

6.4 Any refund fee (as specified in Schedule 1 below) will be deducted directly from the remaining CashCard balance.

7. Redemption of Electronic Money

7.1 The Holder of a CashCard has the right to redeem the Electronic Money stored on the CashCard otherwise than by making payments to Merchants, at any time but only in accordance with this Section of the Terms

7.2 Redemption of CashCard Electronic Money in other way than by making payments to Merchants, is available only through a ZEN.COM payment account. To redeem Electronic Money, the CashCard Holder must create a ZEN.COM account and successfully complete the applicable identity verification (KYC) process.

7.3 Redeemed funds will top up Holder's ZEN.COM payment account and the Holder will be able to use them in any way, just like other funds in that account.



7.4 ZEN.COM may request additional information and documentation where required by Applicable Law or ZEN.COM's compliance obligations, including information on source of funds or source of wealth, and may restrict, delay or refuse redemption until the required checks are completed.

7.5 The redemption fee is specified in Schedule 1 below.

8. Loss, theft and misuse

8.1 A CashCard is a bearer instrument. The Holder of the CashCard bears the risk of loss, theft or unauthorised use.

8.2 Lost or stolen CashCards will not be replaced, except where required by Applicable Law.

8.3 All transactions carried out using a CashCard are deemed authorised by the Holder.

9. Blocking and suspension

9.1 ZEN.COM may block, suspend or permanently deactivate a CashCard where necessary for reasons of security, fraud prevention, anti-money laundering, counterterrorist financing, Sanctions compliance or compliance with Applicable Law. ZEN.COM may also report any suspected unlawful activity to competent authorities where required or permitted by Applicable Law.

9.2 Blocking or suspension may be temporary or permanent. Where a CashCard is blocked or suspended, Redemption may be restricted or delayed pending the completion of required checks.

10. Contact, complaints and dispute resolution

10.1 Any complaints relating to the purchase of goods or services paid for using a CashCard must be addressed directly to the relevant Merchant. ZEN.COM is not responsible for the goods or services provided by Merchants.

10.2 Complaints relating to the CashCard itself or these Terms may be submitted to ZEN.COM by sending an e-mail to hello@zen.com or using the HELP section on the ZEN.COM mobile application.

10.3 ZEN.COM will examine your complaint and provide a response no later than within fifteen (15) business days from the date of receipt of the complaint. Where, in exceptional circumstances, ZEN.COM is unable to respond within this timeframe, ZEN.COM will inform you of the reasons for the delay and specify a new deadline, which shall not exceed thirty-five (35) business days from the date of receipt of the complaint.

10.4 If you are not satisfied with the response provided by ZEN.COM, or if no response is provided within the time limits set out above, you have the right to apply to the Bank of Lithuania for out-of-court dispute resolution in accordance with the procedure established by the Bank of Lithuania. Information on the dispute resolution procedure is available on the Bank of Lithuania website: <https://www.lb.lt/en/disputes-between-consumers-and-financial-market-participants>

10.5 The out-of-court dispute resolution procedure is without prejudice to your right to bring a claim before the competent courts.

11. Liability

11.1 ZEN.COM is liable only for losses resulting directly from its gross negligence or wilful misconduct and only up to the remaining balance of the CashCard.

11.2 ZEN.COM is not liable for indirect or consequential losses, loss of profits or losses arising from Merchant disputes.

11.3 Nothing in these Terms limits liability that cannot be excluded under Applicable Law.

12. Changes to these Terms

12.1 Each CashCard is governed by the version of these Terms in force at the time the CashCard is issued. Any amendments to these Terms apply only to CashCards issued after the effective date of the amended Terms.

13. Regulatory disclosures

13.1 ZEN.COM is an Electronic Money institution authorised and supervised by the Bank of Lithuania, located at Konstitucijos pr. 18B, LT-09308, Vilnius, Lithuania.

13.2 Electronic Money issued under these Terms is safeguarded in accordance with Applicable Law. Electronic Money is not covered by any deposit guarantee or investor compensation scheme.

13.3 The CashCards are not payment accounts, bank accounts or savings products and do not accrue interest.

13.4 ZEN.COM does not provide credit, lending or investment services in connection with the CashCards.

14. Governing law and jurisdiction

14.1 These Terms are governed by the laws of the Republic of Lithuania. Any disputes shall be subject to the jurisdiction of the competent courts of Lithuania, without prejudice to mandatory consumer protection laws.

15. Assignment

15.1 You may not assign or transfer any of your rights or obligations under these Terms without the prior written consent of ZEN.COM.

15.2 ZEN.COM may assign or transfer its rights and obligations under these Terms to another entity at any time, provided that such assignment does not adversely affect your rights under these Terms.

16. Privacy and Personal Data

16.1 ZEN.COM processes personal data where necessary to issue and administer CashCards, process refunds (including delivery of refund CashCards to an email address), enable redemption through a ZEN.COM account (including identity verification), comply with

Applicable Law (including AML/CTF and sanctions obligations), prevent fraud, handle complaints and disputes, and maintain security and operational integrity. Depending on how you purchase, receive or use a CashCard, the data processed may include contact details (such as email address and phone number), voucher/CashCard identifiers and status, transaction and redemption details, and records of customer support and fraud/incident investigations. ZEN.COM may obtain such data from you, from Merchants and Distributors/Resellers involved in the purchase/refund flow, and from ZEN.COM systems processing CashCard transactions. Further information is available in the ZEN.COM [privacy policy](#).

Schedule 1 - ZEN.COM CashCard Fees and Limits

FEES

Purchasing ZEN CashCard*	FREE
Spending ZEN CashCard	FREE
Checking balance	FREE
Foreign exchange	Not applicable
Redemption***	5% of the voucher value or 5 EUR/20 PLN (whichever is higher)
Maintenance	5 EUR or 20 PLN or equivalent per month after 12 months after purchase. The fee is deducted directly from your ZEN CashCard balance.
Refund	FREE

*Some Distributors may charge a fee for the delivery of the voucher

** ZEN CashCard does not support cross currency transactions

*** For the Redemption of your ZEN CashCard as per clause 7

LIMITS

Maximum value per voucher	150 EUR, 600 PLN
Daily maximum value of vouchers purchased per user	600 EUR, 2500 PLN
Daily maximum voucher spending per user	450 EUR, 1800 PLN
Maximum value of vouchers purchased per user lifetime	1000 EUR, 4200 PLN