

ZEN Card Terms

Version 1.3.3

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1. General

- 1.1. These ZEN Card Terms identify the terms and conditions applicable for the issuance and usage of the ZEN Cards. Please check the [Terms for Individual Users](#) (for consumers) or [Terms for Business Users](#) (for businesses) for general terms which apply to other ZEN services (“General Terms”).
- 1.2. A ZEN Card (or “Card”) is a physical or electronic debit card, bearing Mastercard Marks, issued by ZEN to a cardholder which allows the cardholder to execute payment orders to and from the ZEN account that is associated with that ZEN Card.
- 1.3. UAB ZEN.COM (“ZEN”), is a company registered in Lithuania at the address of Lvivo g. 25-104, LT-09320, Vilnius under legal person code 304749651, having Electronic money license No. 35 issued by Bank of Lithuania on 2018/05/24. ZEN is supervised by the Bank of Lithuania located at Gedimino pr. 6, LT-01103, Vilnius, Lithuania, telephone no. +370 800 50 500.
- 1.4. ZEN Cards are the property of ZEN, you as a cardholder become eligible to use the functionalities connected with the Card pursuant to these terms.
- 1.5. Each ZEN Card is connected to your ZEN account and may be used to make payments and other transactions.

2. Issuing and Delivering your ZEN Card

- 2.1. You must agree to these ZEN Card Terms and request a ZEN Card by following the instructions on the ZEN mobile app or the ZEN website (for businesses only).
- 2.2. In order to be eligible for a ZEN Card you must:
 - 2.2.1. be a resident or citizen of a country within the European Economic Area;

- 2.2.2. have an active ZEN account;
- 2.2.3. carefully read and agree to these ZEN Card Terms;
- 2.2.4. agree to pay the Fees related to ZEN Card issuance and usage available on the Pricing page ([for business users](#) – [for individual users](#)).
- 2.3. If you are using ZEN services as a business, the representative of the business that has been registered with ZEN can apply for a Card in their name. The Card will be connected to the ZEN accounts of the business.
- 2.4. If you do not have sufficient funds in your ZEN accounts to cover initial fees for Card issuance and delivery as well as the first month of ZEN Card maintenance, we may not process your application. We may then choose to suspend processing the Card request until you have sufficient funds, or to reject your application.
- 2.5. If your Card request is successful and we approve it, you can start using your virtual Card right away. If it is a physical Card, it will be delivered to the address you have provided.
- 2.6. You must ensure that the Card delivery address is correct, up-to-date and that it contains all the necessary details to ensure delivery by post. You must inform us if the Card is not delivered within 20 business days from the date your Card request has been accepted, for ZEN to verify the reason for non-delivery. If you have not received your Card within 20 Business Days and you have informed us about the incident, your Card will be restricted for security purposes. We do not take any responsibility for errors or delays in the delivery process caused by insufficient or incorrect address or delivery information. ZEN reserves the right to charge you for any additional cost that may arise connected to issuing and/or delivering a new Card, if the delivery address was incorrect or incomplete, especially in situations where the delivery method or the carrier has been changed as a result.
- 2.7. It is your responsibility to properly destroy and discard any unused, inactive, or expired physical Cards in a manner that would ensure that the information contained physically, digitally and magnetically on the Card cannot be accessed or used by third parties.
- 2.8. We reserve the right, at our sole discretion, to temporarily or permanently block your ability to order new Cards if we suspect abusive activity. This includes, but is not limited to, (i) ordering an excessive number of Cards, (ii) incurring an excessive number of declined or rejected transactions, (iii) setting up a subscription, automatic or recurring payment with your Card and subsequently restricting the Card used for the subscription. If such action is taken, we will notify you via the email address registered to your account without undue delay. We may grant you the possibility to re-enable the option to order new Cards by

redeeming the underlying reason for the restriction, such as removing the restricted Cards from active subscriptions.

3. Expiry and Renewal of your ZEN Card

- 3.1. Your ZEN Card is valid until the expiration date associated with it or until it is blocked or restricted by ZEN or the cardholder. The ZEN Card is valid until the last day of month indicated in the expiration date.
- 3.2. Notwithstanding the above, ZEN has the right to permanently restrict your Card if it has not been used to make an approved Transaction within the last 6 months or if the Card has been blocked for 30 days or more.
- 3.3. We will renew your ZEN Card automatically if the ZEN Card:
 - 3.3.1. is close to being expired;
 - 3.3.2. is active or has been blocked by your request; and
 - 3.3.3. has been used for at least one approved Transaction within the last 6 months prior to the expiration date.
- 3.4. In addition to the above, we may ask you to confirm your up-to-date delivery address for physical ZEN Cards that will be renewed. Please note that your ZEN Card may not be renewed in case we cannot reach you to confirm your address 1 month prior to the expiration date of the relevant physical card.

4. Fees

- 4.1. The fees related to ZEN Card issuance and usage (where applicable) are available on the Pricing page ([for business users](#) – [for individual users](#)).
- 4.2. If you are currently on a subscription model which grants you a limited number of free Cards, please be informed that Cards that have been restricted or disabled are counted towards this limit. You will be charged the regular Card issuance fee for Cards that you request in excess of your free Card allocation.
- 4.3. You hereby give your irrevocable consent to ZEN to automatically deduct the fees from your ZEN accounts, or if the balance of those accounts is not sufficient to cover the said fees, request payment of the fees directly from you.
- 4.4. We reserve our right to suspend, block or remove the ZEN Card and the services associated with the ZEN Card if you have failed to ensure that the fees are paid in a timely manner.

5. Using your ZEN Card

- 5.1. Once your Card has been delivered, please check whether the information on the Card is accurate. If any of the Card information is incorrect, please refrain from using the Card and contact us without delay. You must then activate the Card by following the correct steps on the ZEN mobile application or by performing a POS Transaction and entering a PIN.
- 5.2. You can use the ZEN Card to make payments to merchants who display the Mastercard Acceptance Mark in their place of business, application, or website. You can also use the Card at eligible ATMs bearing the Mastercard Acceptance Mark for cash withdrawals, as well as using additional functionalities such as seeing the balance of the ZEN Account connected with your ZEN Card or changing your PIN.
- 5.3. You may also have the ability to deposit cash by using partnered ATM networks within your region with your physical, virtual or tokenized ZEN Card. You can check [this link](#) to see which ATMs you can use. The daily top-up limit per ZEN Card is 60,000 PLN. You can only top-up through an ATM using Polish Zlotys (PLN).
- 5.4. You may use the Card if and to the extent that the available credit balance in the associated ZEN Account is sufficient to cover the amount of the payment transaction and applicable fees (if any).
- 5.5. We will set an advised daily cash withdrawal limit for cash withdrawals to be made with the Card. We will also set an advised daily purchase limit which will apply to POS and online transactions, including mail and telephone orders. You may change these limits from the ZEN mobile app. ZEN is also entitled to unilaterally change these limits in its discretion for security reasons and notify you as soon as practicable for ZEN.
- 5.6. You must keep the Card away from electromagnetic fields and physical damage, including excessive heat or mechanical damage.
- 5.7. It is your responsibility to ensure that the Card is not used by third parties.
- 5.8. You have a right to remove and/or destroy your Card and terminate the applicability of these Card Terms within 14 days of the Card's delivery, provided that you have not used the Card. In this case, the cost of production and delivery of the Card will be charged to you and can be deducted from any of your ZEN accounts.
- 5.9. ZEN may not to fulfil your Card transaction, if:
 - 5.9.1. your ZEN account is blocked, suspended or terminated;
 - 5.9.2. your Card is blocked or restricted;

- 5.9.3. the Card's limit is exceeded;
- 5.9.4. there are insufficient funds on your connected ZEN accounts;
- 5.9.5. there are other reasons arising out of the terms or laws applicable to you.

6. PIN Code

- 6.1. You will be asked to set a PIN code when you are submitting a Card issuance request pursuant to Section [Error! Reference source not found.](#) above. You can change or check your PIN on the ZEN mobile app at any time. You can also change your PIN at any ATM which has this functionality.
- 6.2. You must enter the PIN code in order to use certain features of the ZEN Card, including services available at eligible ATMs and points of sale. Certain services may be used without entering the PIN where contactless functionality is allowed by ZEN and authorized by the User.
- 6.3. The Card will be temporarily locked until the next day (until 00:01) in case the PIN is entered incorrectly for three (3) times in succession.
- 6.4. For security reasons, you must not disclose your PIN or other Card details such as your Card number or CVC to anyone, including the employees of ZEN. The PIN may not be kept together with the Card, noted on the Card or written down, recorded on a physical or electronic medium, nor may it be made possible for third parties to obtain the PIN through similar deliberate acts on your part.

7. 3D Secure

- 7.1. As an additional security measure, ZEN allows cardholders to use 3D Secure process for secure authentication of online Card transactions within the scope of actual and technical availability of 3D Secure system.
- 7.2. When 3D Secure is available, the cardholder will authenticate a payment order made by a ZEN Card by:
 - 7.2.1. confirming a push notification in the ZEN mobile application; or
 - 7.2.2. entering a special one-time-password ("OTP") sent as an SMS to the cardholder's mobile phone number duly registered with ZEN.
- 7.3. ZEN is not liable for damages or losses that may occur if an unauthorized third party uses the push notification or gets access to the OTP due to the cardholder's mobile device being lost, stolen, or passed on to a third party.

- 7.4. During the authentication process, ZEN conducts an account check to ensure the success of your payment. This involves verifying whether you have sufficient funds in your account or if your Card is in a status that permits further payments. We will display detected issues related to insufficient funds or payment restrictions within the app before proceeding with the 3D Secure payment.
- 7.5. Your balance is determined by the sum of funds from your main accounts (i.e. accounts in the following currencies: PLN, USD, GBP, EUR). Any deficit in funds is calculated based on the difference between the available amount in the currency of the account and the currency of the payment. If the payment currency differs from the available currencies in the app, we will show the equivalent amount in the card currency.
- 7.6. ZEN provides an additional option to top up your account or exchange currency between your accounts to complete the transaction. Any associated fees will be calculated and displayed before you decide to complete the payment.
- 7.7. ZEN has the right to deny a payment option if the cardholder does not use 3D Secure despite the fact that it was made available at the time of authentication.

8. Authorization

- 8.1. You may authorize a transaction with your ZEN Card on the internet, at points of sale, eligible financial institutions, ATMs and other devices marked with the Mastercard Mark.
- 8.2. In order to authorize online Card transactions, you will be asked to provide your sensitive Card data such as your Card number, CVC, expiry date and in some cases the full name of the cardholder. If 3DS is enabled, you will also be requested to complete those security processes as explained in Section 7 below.
- 8.3. Successful online authorization of a transaction will block the relevant funds in your ZEN account. You are obliged to maintain sufficient funds in your ZEN account to cover all transactions, including those which have been authorized in offline mode. The blocked funds will be deducted from your account on the date of settlement.
- 8.4. If there are insufficient funds in the associated ZEN Account to complete a Card transaction, the remaining amount to complete transaction is automatically converted from your other ZEN accounts provided that such funds are available. The conversion takes place in accordance with the General Terms applicable to you (see Section 1 above).
- 8.5. In case any other currency conversion is needed, we will use Mastercard's exchange rate at the time of authorization. If the Card transaction was made with offline authorization,

the conversion will be made based on the exchange rate available at the time the settlement was received from Mastercard.

- 8.6. If the PIN and/or a signature are additionally required for authorization, the authorization is not completed until they have been entered/signed respectively.
- 8.7. The authorization also contains the express consent to the processing, transmission and storing of your personal data necessary for the execution of the payment order by ZEN.

9. Settlement

- 9.1. The payment orders successfully made by using a Card are settled at the time of their receipt by ZEN.
- 9.2. Transactions are settled without additional currency conversion, provided that you have associated the Card with a ZEN Account in the same currency as the transaction and you hold sufficient funds in that ZEN Account at the time of its receipt by ZEN. Otherwise, the transaction amount will be converted to the currency associated with your nationality. If you hold a Polish nationality, your Card transactions will be settled in PLN currency. The Card transactions of Users holding British nationality will be made in GBP currency. All other Users have their ZEN Card settlements in EUR currency.
- 9.3. To protect you from unfavourable exchange rates and additional fees, ZEN automatically blocks Dynamic Currency Conversion ("DCC") in card-present transactions by default. DCC occurs when a merchant or ATM converts your transaction into a currency other than the local currency, often applying less competitive exchange rates and fees. For the best value, always select the local currency of the country you are in at ATMs or point-of-sale ("POS") terminals and decline any currency conversion offers. You may enable or disable DCC transactions via the ZEN app under "DCC Control" in settings. When enabled, payments at physical stores or ATMs will only process in the local currency of your current location (e.g., PLN in Poland). Choosing a non-local currency will result in automatic rejection, with an option to retry. Note that this feature does not apply to online transactions.
- 9.4. If the payment order is made through an ATM, the operator of the ATM may charge you additional fees. Such charges are independent of ZEN. The ATM operator is obliged to inform you about such extra charges prior to the confirmation of the payment order.
- 9.5. If ZEN does not receive the Transaction from Mastercard for settlement within a reasonable amount of time, the transaction amount that was blocked in the ZEN account may be released. Please note that this does not relieve you from your obligation to pay for the full amount of the transaction.

10. Card Security

- 10.1. If you find out about any loss, theft or misappropriation of the Card or other unauthorized use of the Card, Card details or PIN, you must immediately report this to ZEN. You may block your Card temporarily or remove it. You can reactivate Cards you block at a later date. Removed Cards are restricted indefinitely and irreversibly. You must ensure that you properly destroy any physical Cards that have been removed.
- 10.2. You must ensure that any loss or theft, or unauthorised or fraudulent use of the Card is reported to the relevant local authorities without delay.
- 10.3. Unless otherwise stated in the ZEN terms applicable to you, you must bear all the losses and damages related to any unauthorized transactions made with a Card provided that those losses and damages were incurred due to your fraudulent or grossly negligent act or your failure to act in accordance with the applicable laws or ZEN terms.
- 10.4. We have the right to temporarily or permanently lock or remove the Card if:
 - 10.4.1. we deem it necessary for security reasons which may or may not be connected to you; or
 - 10.4.2. your virtual Card has not been used for a period of the last 6 months.

You will be informed of such an event as soon as practicable.
- 10.5. We are entitled, in our sole discretion, to call back and lock the Card or permanently restrict its usage if:
 - 10.5.1. its further secure use is deemed not possible;
 - 10.5.2. we have legitimate reasons for termination without notice, such action is justified by objective grounds in connection with the Card's security or if there is any suspicion of any unauthorized or fraudulent use of the Card or its details.
- 10.6. We may unlock the Card once the reasons for blocking no longer exist. We will inform you without undue delay in cases where the Card has been blocked/unblocked.

11. Final Provisions

- 11.1. The rules about changing the General Terms also apply for the Card Terms. Please check the General Terms for more information.
- 11.2. The restriction or expiration of your ZEN Card(s) do not automatically terminate the effectiveness of these terms. However, all your ZEN Cards will be restricted immediately if your ZEN account is terminated or any of the relevant ZEN terms (General Terms or Card Terms) become inapplicable to you for any reason whatsoever.

11.3. The dispute resolution and complaints procedure is provided under the General Terms.