ZEN Pay Cashback Promotion Terms and Conditions

v. 1.0 dated 22/08/2022

Definitions

Capitalized terms which have not been defined here have been defined in ZEN's General Terms and Conditions. Please refer to that document for the definition of those terms.

Cashback: A money reward which is granted to eligible Users in the form of extra funds issued to the relevant ZEN Account of that User, representing set by the Partner by the percentage of the total amount paid by the User, by the ZEN Pay payment method, to Partners. The exact amount of Cashback is always shown by ZEN In the ZEN app during the payment process.

Partner: The ZEN's merchant who offers goods or services via the Internet, which has concluded a cooperation agreement with ZEN to be involved in the **ZEN Pay Cashback Promotion**.

You or User: The ZEN User or The ZEN Club User who has an active ZEN Account or ZEN Club Guest Account and has an active ZEN Pay payment method.

How it works?

This ZEN Pay Cashback Promotion is designed to reward Users who purchase goods or services from Partners via the Partner Website by using the ZEN Pay method.

ZEN is never a seller of the goods or service being the subject of the purchase. It is why ZEN is not responsible for the delivery and possible defects of that goods or services but is responsible only for the delivery of Cashback.

The Partner will solely decide when the ZEN Pay Cashback Promotion will be ended (e.g. on the fixed date or when the budget for that Promotion is drained out). The Partner should inform Users about it. ZEN is not liable for lack of information or misinformation in that matter..

There is a Limit per User and also a limit of Cashback per Partner. This means that **one User can get no more than €50,00 of Cashback per month per all transactions made with one Partner**. The limit can be changed by ZEN at any time with notice in ZEN app.

Head office: UAB ZEN.COM, Lvivo g. 25-104, LT-09320, Vilnius, Lithuania Registration Number: 304749651, VAT number: LT100011714916

www.zen.com, e-mail: office@zen.com

ZEN will always inform on the ZEN PAY landing page about the general limits of Cashback.

ZEN will inform the User in the ZEN app when the limit is reached or exceeded.

If the limit of Cashback is exceeded there the whole Cashback from the ZEN Pay Cashback Promotion will be cancelled for that User and it cannot be transferred to or redeemed by another User.

Awarding of Cashback

The User will receive Cashback for the purchase of goods or services from the Partner through the ZEN Pay payment method.

For your convenience, we will do our best to settle the Cashback amount to Your ZEN Account just after the completion of an eligible Payment Transaction, not later than 15 minutes. However, in exceptional situations, ZEN may need to wait until certain information about the Cashback or the Payment Transaction is received from the Partner.

Cashback will always be settled in the same currency as the Payment Transaction.

You need to complete Your Payment Transaction and purchase the products or services in one purchase session. This means that after You will be redirected to Partner 's online store You cannot:

- use software or functionalities that prevent tracking or redirects after clicking on the link,
- use other websites, in particular alternative websites offering coupons, rebates, discounts and the like, with the exception of websites that are connected to the payment process;
- during the shopping session, You may not open new tabs or refresh the website of the Partner's online store, to which the User has been redirected from the Partner Website.

You need to remember that Cashback from this Promotion is only awarded for payments made with ZEN Pay payment method.

In case your entitlement to Cashback has ceased or got reversed for any reason (for example, miscalculation of the Cashback amount, refund, cashback or otherwise refusal of the Payment Transaction), we are allowed to make an automatic correction on Your ZEN Account by deducting the relevant Cashback amount from Your ZEN Account balance, or if the balance is not sufficient to cover the amount, request payment directly from You.

ZEN is not responsible for lack of information or misinformation from the Partner the consequence of which is that the User was convinced that he would receive a different amount of cashback than he received.

In particular, ZEN is not responsible for the failure to update the Promotion data on Partners' Websites.

Cashback refusal and refunds

We are entitled to refuse to pay out or reclaim the Cashback in the following cases:

- You have made a Payment Transaction in violation of these Cashback Terms, the General Terms and Conditions, the rules of the Partner's online store or in violation of applicable laws,
- There is a justified suspicion of an attempt of fraud, fraud, theft or appropriation against the ZEN, Partner, or another User,
- There is a reasonable suspicion that Your ZEN Account is (or was) being used by third parties,
- There is a reasonable suspicion that cashback has been or may be granted for the apparent purchase of goods or services
- You have received a refund in whole or in part as a result of returning the goods (e.g. as a result of withdrawing from the contract) or otherwise filing a dispute about the goods or services.

In the above cases, you are not entitled to receive the Cashback and therefore You are not entitled to bring any claims against ZEN.

If You have only partially refunded your purchase, the Cashback amount will be calculated based on the remaining amount of the eligible Payment Transaction.

Reporting unsettled Cashback

If your cashback has not been settled to your ZEN Account within 15 minutes, write to us at <u>hello@zen.com</u> or using the chat in the ZEN Application. We will be happy to help you verify what happened to your Cashback.

Termination

We can suspend or terminate the ZEN Pay Cashback Promotion anytime. You will be immediately informed about such a decision. You will find information about the suspension or termination on the ZEN Application.

In case of termination, we will settle all Payment Transactions that You have made to that date.