



Checkout Terms (Singapore)

Version 1.0

1. Definitions

'you' – means a natural person who wants to make a single payment transaction to the Merchant

'we', 'us', 'our', 'ZEN' or 'ZEN.COM' – means ZEN.COM PTE. LTD, a company registered in the Republic of Singapore at 165B TELOK AYER STREET, SINGAPORE 068617, under unique entity number 201829417D, holding a Major Payment Institution licence issued by the Monetary Authority of Singapore.

"Card" – means a physical or electronic debit or credit card, bearing Mastercard or Visa marks

"Merchant" -means an entity from which you are buying goods or services and with which we have concluded an agreement for accepting payments on its behalf

"Payment Service Provider" - means a supported financial institution or other payment service provider at which you have a payment account or payment instrument and from which the payment will be made by you to the Merchant

2. The Object and Scope of These Terms

These Terms govern your use of a selected payment method indicated on the Merchant's website in order to make a single payment transaction to the Merchant.

The acceptance of these Terms does not entail the opening of a general payment account by ZEN.COM for you, unless expressly stated otherwise.

The Merchant is the payee of the transaction you are concluding. We are not a party to the transaction between you and the Merchant. We are not responsible for the performance of the service or the quality of the product that may be provided by the Merchant based on your agreement.

We are the payment service provider to the Merchant, which has a payment account with us, and we are collecting payments on the Merchant's behalf. This means that we may delay, refuse, reverse, block, restrict or suspend the processing of your payment, or decline to credit the funds to the Merchant's account, where reasonably necessary and legally permitted. This may be related to our obligations under applicable laws and regulations in Singapore, including anti-money laundering and counter-terrorism financing requirements, or to check the legality, authenticity or credibility of a transaction, prevent fraud, unauthorised use, suspicious source of funds, or suspicious amount, number or frequency of transactions. We may also cancel a completed transaction and issue a refund on similar terms. However, in any case, we will inform you if your transaction request has been refused, restricted, suspended or cancelled, unless we are not permitted by law or regulation to do so.

Your transaction is deemed completed when we receive the funds from your Payment Service Provider. The Merchant will receive funds in accordance with the individual rules contained in the contract between the Merchant and us.

3. Fees

Because we pay fees to Payment Service Providers, we sometimes need to charge you an additional fee for the transaction. In each such case, we will inform you about the fee when you choose the payment method.

If the Merchant refunds the transaction, we will also refund you the previously charged fee, if any. If the refund was partial, we will only refund part of the fees.

4. Your Data

By agreeing to these Terms, you also consent to the collection, use, disclosure and processing of your personal data in accordance with the Personal Data Protection Act 2012 of Singapore, to the extent applicable to the checkout service, and accept our Privacy Policy available at: <https://www.zen.com/privacy-policy/>

We only collect and process your data that is required to process the transaction. This includes your name, surname, e-mail address, as well as information about the purchased items or purchased service. Such information may also be shared with the Merchant where needed for the transaction. In cases where required by applicable laws, regulations or our compliance obligations, we may request you to provide more information about yourself and/or the transaction.

If you have opted in for your Card data (cardholder's name, Card number, expiry date and CVV) to be saved in our system by checking the relevant section on the payment page, your Card data will be saved in our system for your convenience. If you make another transaction with the same



Merchant in the future, you will have the ability to use the same Card without entering the details again.

5. Limitation of Liability

If we have refused to process the transaction, we shall not be liable for any loss or damage that you may incur as a result.

We are not liable for goods or services provided to you by the Merchant, including their delivery, quality, defects, returns, or the performance of the agreement which you have with the Merchant.

6. Complaints and Disputes

If you have a complaint related to the goods or services sold and/or provided to you by the Merchant, you should contact the Merchant directly.

You can contact us regarding these Terms or any complaint about the checkout or payment service by e-mail to hello@zen.com. We will aim to respond within 15 business days where possible, but where this is not possible due to circumstances beyond our reasonable control, we may take up to 35 business days. Questions relating to personal data or privacy may be sent to jeremy.tan@zen.com.

If you are dissatisfied with the outcome of your complaint, you may request further review by our compliance team.

Any dispute arising out of or in connection with these Terms that is not resolved amicably within 30 days after escalation to our compliance team shall be finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the SIAC Rules for the time being in force. The seat of arbitration shall be Singapore, the tribunal shall consist of one arbitrator, the language of the arbitration shall be English, and the decision shall be final and binding.

