

Checkout Terms (UK)

Version 1.0

1. Definitions

‘you’ – means natural person or business or other entity who want to make single transaction to the Merchant

‘we’, ‘us’, ‘our’ or ‘ZEN’ – means ZEN-UK Limited, trading as “ZEN” and “ZEN.COM”, company code 13953648 with the registered address at 344-354, GRAY’S INN ROAD, WC1X 8BP, London. ZEN is an Authorised Electronic Money Institution licensed by the Financial Conduct Authority (“FCA”) with the firm reference number 1000019 on 09/08/2024. A full list of the services that the FCA has licensed ZEN to provide may be found on the [FCA’s website](#).

“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 supported financial institution at which you have a payment account and from which the payment will be made by you to the Merchant

2. The Object and Scope of These Terms

These Terms apply when you use 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 payment account by ZEN for you.

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 have the right not to credit the funds of your payment to the Merchant's account or suspend its processing for various legitimate reasons. These may be related with our duties to check the legality or credibility of a transaction or avoid suspicions of fraudulent activity. 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 or cancelled and no payment has been made to the Merchant.

Your transaction is deemed completed when we receive the funds from your Payment Service Provider. Merchant will receive funds in accordance with the individual rules contained in the contract between 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 with these Terms, you also 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 the purchased service. Such information may also be shared with the Merchant. In cases where required by applicable laws, 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 held liable for goods or services provided to you by the Merchant and/ or fulfillment of agreement which you have with the Merchant.

In case you have a complaint related to the goods or services which were sold and/or provided to you by the Merchant, then you should directly contact the Merchant.

You can contact us any time regarding these Terms by e-mail to the address hello@zen.com.