



# ZEN Card Terms

*v. 1.2.2 dated 24.11.2020*

## Definitions

The following definitions shall apply throughout these ZEN Card Terms:

<b>3D Secure</b>	A protocol used in card transactions as an additional method of security.
<b>ATM</b>	An automated teller machine, a device in which the Cardholder may withdraw cash or perform other operations such as changing the PIN
<b>Authorization</b>	Cardholder's consent for card transactions.
<b>Card Limit</b>	Daily purchase limit or daily ATM withdrawal limit
<b>Cardholder</b>	A person who rightfully possesses and is authorized to use a ZEN Card and, where required on the ZEN Card, whose embossed name and surname appears on the ZEN Card.
<b>Fee</b>	A charge, fee or commission which may apply according to the Fees Page
<b>General User Terms</b>	The general terms and conditions which apply to all Users available on <a href="https://www.zen.com/files/tc/general_user_terms.pdf">https://www.zen.com/files/tc/general_user_terms.pdf</a> .
<b>OTP</b>	One time password sent via SMS message to the User's mobile phone registered with ZEN
<b>PIN</b>	A secure code used to identify the card User when making a payment transaction at ATMs or at POS devices;
<b>ZEN</b>	The company providing the issuing the ZEN Cards and providing the services under these ZEN Card Terms; UAB ZEN.COM, a company registered in Lithuania at the address of Mesiniu str. 5, Vilnius under legal person code 304749651, having Electronic money license No.



35 issued by Bank of Lithuania on 2018/05/25. ZEN is supervised by the Bank of Lithuania located at Gedimino pr. 6, LT-01103, Vilnius, Lithuania, telephone no. +370 800 50 500. More information about the Bank of Lithuania is detailed by this link <https://www.lb.lt/en/>

**ZEN Card / Card**

The physical or electronic debit card that is issued by ZEN to a Cardholder pursuant to a request made by the User which allows the Cardholder to execute Payment Orders to and from the ZEN Account that is associated with the ZEN Card.

**ZEN Card Terms**

The current version of these terms and conditions of ZEN, as may be amended from time to time, which govern the use of Services.



## 1. General Provisions

- 1.1. These ZEN Card Terms identify the terms and conditions applicable for the issuance and usage of the ZEN Cards.
- 1.2. By agreeing to the ZEN Card Terms, the User also agrees to the General User Terms. Unless otherwise provided herein, all terms defined in the General User Terms shall have the same meaning in the ZEN Card Terms.
- 1.3. In the event of a discrepancy between the General User Terms and ZEN Card Terms, the latter shall prevail.
- 1.4. All references to Payment Instruments in the General User Terms shall be applicable to the ZEN Cards identified under these ZEN Card Terms.
- 1.5. The ZEN Cards are the property of ZEN, the Cardholder becomes eligible to use the functionalities connected with the ZEN Card pursuant to these ZEN Card Terms and the General User Terms.
- 1.6. Each ZEN Card is connected to the respective ZEN Account of the User and may be used to execute certain Payment Transactions pursuant to these ZEN Card Terms and the General User Terms.

## 2. Procedure for ZEN Card Issuance and Delivery

- 2.1. The User shall agree to these ZEN Card Terms and submit a ZEN Card issuance request to ZEN by following the instructions on the website or the ZEN application.
- 2.2. Users requesting ZEN to issue a ZEN Card must
  - 2.2.1. be a resident of a country within the European Economic Area;
  - 2.2.2. be eligible for a ZEN Membership pursuant to the General User Terms and have completed all the underlying procedures provided therein;
  - 2.2.3. carefully read and agree to these ZEN Card Terms and the General User Terms;
  - 2.2.4. agree to pay the Fees related to ZEN Card issuance and usage available on the Fees page.
- 2.3. The User can request ZEN Card on behalf of a person indicated by the User. If the User and the person who will be the Cardholder are different persons, including when the User is a legal entity and the Cardholder is an authorized representative of the User, the Cardholder shall also agree to these ZEN Card Terms and provide all the documents requested by ZEN before the ZEN Card request is processed. The User may issue a request to cancel the Card issued for a third-party Cardholder at any time.



- 2.4. ZEN may not process the ZEN Card request of Users who do not have sufficient funds in their ZEN Accounts to cover initial Fees for ZEN Card issuance and delivery as well as the first month of ZEN Card maintenance. ZEN may choose to suspend processing the issuance of the ZEN Card until the User's ZEN Account has sufficient funds, or to reject the application.
- 2.5. Upon successful completion of the ZEN Card request and acceptance by ZEN, the ZEN Card will be delivered to the User's registered address associated with the ZEN Membership or another delivery address if provided by the User during the ZEN Card request procedure.
- 2.6. It is the User's responsibility to ensure that the address indicated for the ZEN Card delivery is correct and up-to-date. The User must inform ZEN if the ZEN Card is not delivered within 20 Business Days from the date on which the ZEN Card request was accepted by ZEN. If the delivery of the ZEN Card has not been successful in 20 Business Days or it is determined that the User has not received the ZEN Card, the ZEN Card will be locked. The Fees for issuing and delivering the new ZEN Card will be borne by ZEN unless ZEN determines that the non-delivery is attributable to an error or omission of the User.
- 2.7. It is the User's responsibility to ensure that the unused, inactive, or expired physical ZEN Cards are properly destroyed and discarded in a manner that would ensure that the information contained physically, digitally and magnetically on the ZEN Card cannot be accessed or used by third parties.

### **3. Fees**

- 3.1. The Fees related to ZEN Card issuance and usage (where applicable) are available on the Fees Page.
- 3.2. The User hereby gives its irrevocable consent to ZEN to automatically deduct the Fees from the User's ZEN Accounts, or if the balance of the User's ZEN Accounts is not sufficient to cover the said Fees, request payment of the Fees directly from the User.
- 3.3. ZEN reserves the right to suspend, lock or remove the ZEN Card and the services associated with the ZEN Card if the User has failed to ensure the Fees are paid in a timely manner.

### **4. Terms for Using the ZEN Cards**

- 4.1. In order to start using the ZEN Card that has been delivered, the Cardholder must activate the ZEN Card by using their Authentication and logging into the ZEN website or mobile application and following the application procedure provided therein. The Cardholder must not attempt to activate the ZEN Card before its delivery.
- 4.2. In addition to activating the ZEN Card, the Cardholder shall also ensure that the Cardholder information on the ZEN Card is correct. If any of the Cardholder information on the Card is incorrect, the Cardholder shall refrain from using the Card and shall contact ZEN without delay pursuant to Section 11 of the General User Terms.



- 4.3. ZEN Card can be used by the Cardholder to make Payment Transactions, including making payments and withdrawing funds from the ZEN Account associated with the ZEN Card. Additionally, the ZEN Card can be used on eligible ATMs to see the relevant ZEN Account balance of the User as well as transaction history.
- 4.4. The Cardholder may make use of the ZEN 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 the relevant Fees.
- 4.5. An advised daily cash withdrawal limit will be set for cash withdrawals to be made with the Card. ZEN will also set an advised daily purchase limit which will apply to POS and online Transactions, including mail and telephone orders. Changes in these limits shall be agreed between ZEN and the Cardholder before becoming effective. ZEN is also entitled to unilaterally change these limits in its discretion for security reasons and notify the Cardholder of these changes as soon as practicable for ZEN.
- 4.6. The Cardholder shall keep the ZEN Card away from electromagnetic fields and physical damage, including excessive heat or mechanical damage.
- 4.7. It is the User's and/or the Cardholder's responsibility to ensure that the ZEN Card is only used by the Cardholder and the Cardholder information printed on and/or associated with the ZEN Card are correct and up-to-date.
- 4.8. The Cardholder has a right to return the Card and terminate the applicability of ZEN Card Terms within 14 days of the Card's receipt by the Cardholder, provided that no Transaction was executed with such Card. In this case, the cost of production and delivery of the Card will be charged to the relevant User and can be deducted from any of the User's ZEN Accounts according to the General User Terms.
- 4.9. ZEN may not to fulfil the Payment Transaction performed by the Cardholder, if:
  - 4.9.1. the ZEN Account is locked or removed;
  - 4.9.2. the ZEN Card is locked or removed;
  - 4.9.3. Card limit is exceeded;
  - 4.9.4. there are insufficient funds on the ZEN Accounts of the User
  - 4.9.5. under any other basis arising from the General User Terms or applicable laws.



## 5. PIN Code

- 5.1. The Cardholder will set a PIN code when they are submitting a Card issuance request pursuant to Section 2 above. The User shall 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 ZEN Card Rules and authorized by the User.
- 5.2. 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.
- 5.3. For security reasons, the Cardholder and/or the User shall ensure that the PIN is not written down or recorded on a physical or electronic medium.

## 6. Authorization

- 6.1. The Cardholder may authorize a Transaction with a ZEN Card on the internet, at points of sale, eligible financial institutions, ATMs and other devices marked with an approval sign printed on the Card.
- 6.2. Successful online authorization of a Transaction will reduce funds in the ZEN Account in real time. The User is obliged to maintain sufficient funds in the ZEN Account to cover all Payment Transactions even those authorized in offline mode.
- 6.3. If the PIN and/or a signature are additionally required for authorization, the authorization is not completed until they have been entered/signed respectively.
- 6.4. The authorization also contains the express consent to the processing, transmission and storing of the Cardholder's personal data necessary for the execution of the Payment Order by ZEN.

## 7. Settlement

- 7.1. The Payment Orders successfully made by using a Card are settled at the time of their receipt by ZEN.
- 7.2. The settlements of Card Transactions associated with Users with Polish nationality will be made in PLN currency. The settlements of Card Transactions associated with Users with British nationality will be made in GBP currency. All other Users have their ZEN Card settlements in EUR currency.



- 7.3. Transactions are settled without additional currency conversion, provided that the User has associated the ZEN Card with a ZEN Account in the same currency as the Transaction and the User holds 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 the ZEN Card (EUR /PLN/ GBP), using Mastercard's exchange rate at the time of authorization. If the 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.
- 7.4. If there are insufficient funds in the associated ZEN Account to complete a Transaction, the remaining amount to complete transaction is automatically converted from other ZEN Accounts of the User provided that such funds are available. The conversion takes place in accordance with the General User Terms.
- 7.5. If the Payment Order is made through an ATM, the operator of the ATM may charge additional fees from the User. Such charges are independent of ZEN. The ATM operator is obliged to inform the Cardholder about such extra charges prior to the confirmation of the Payment Order.
- 7.6. If, within 10 days from the date of the Transaction, ZEN does not receive the Transaction from Mastercard for settlement, the Transaction amount that was blocked in the ZEN Account is released; the blockage is raised from the relevant amount of funds. If after Transaction only part of Transaction amount is blocked or no blockade in the ZEN Account occurs, the User is not released from its obligation to maintain sufficient funds in the ZEN Account to cover the Card Transaction including applicable Fees.

## 8. Card Security

- 8.1. The terms applicable to the security, suspension, cancellation of the ZEN Cards are provided in the General User Terms. Section 4 of the General User Terms apply for ZEN Cards and Card Transactions. For the avoidance of doubt, the PIN code specified in these ZEN Card Terms are deemed as Authentication as defined in the General User Terms.
- 8.2. The PIN may not be disclosed to anyone, including the employees of ZEN. The Cardholder is under an obligation to keep the PIN absolutely secret. The PIN may not be kept together with the Card, noted on the Card or written down, nor may it be made possible for third parties to obtain the PIN through similar deliberate acts on the part of the Cardholder.
- 8.3. If the Cardholder nevertheless discovers any loss, theft or misappropriation of the Card or other unauthorized use of the Card, Card details or PIN, the Cardholder must immediately report this to ZEN. Additionally, the Cardholder must ensure that any loss or theft, or unauthorised or fraudulent use of the Card is reported to the relevant local authorities without delay. If the card that has been reported lost is found again at some later date, then it must immediately be invalidated and returned to ZEN, and it may no longer be used.





- 8.4. Unless otherwise stated in the ZEN Card Terms or General User Terms, the User shall bear all the losses and damages related to any unauthorized Payment Transactions made with a Card provided that those losses and damages were incurred due to a fraudulent or grossly negligent act of the User or the User's failure to act in accordance with the applicable laws, General User Terms, or ZEN Card Terms.
- 8.5. ZEN has the right to temporarily or permanently lock or remove the Card if ZEN deems it necessary for security reasons which may or may not be related to the Cardholder. The Cardholder will be informed of such an event as soon as practicable by ZEN.
- 8.6. ZEN is entitled, in its sole discretion, to call back and lock the Card or permanently restrict its usage if:
  - 8.6.1. its further secure use is deemed not possible;
  - 8.6.2. it has legitimate reasons for termination without notice, such action is justified by objective grounds in connection with ZEN Card's security or if there is any suspicion of any unauthorized or fraudulent use of the ZEN Card or its details.
- 8.7. ZEN shall unlock the Card or replace it with a new Card once the reasons for locking no longer exist. ZEN shall inform the Cardholder without undue delay that the Card has been locked/unlocked.

## 9. 3D Secure

- 9.1. 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.
- 9.2. When 3D Secure is available, the Cardholder will authenticate a Payment Order made by a ZEN Card by:
  - 9.2.1. confirming a push notification in ZEN mobile application or website; or
  - 9.2.2. entering a special OTP code sent as an SMS to the mobile phone number duly registered with ZEN by the Cardholder.
  - 9.2.3. ZEN has the right to deny a Payment Order if the Cardholder does not use 3D Secure despite the fact that it was made available at the time of Authentication.
  - 9.2.4. 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 code due to the Cardholder's mobile device being lost, stolen or passed on to a third party.

## 10. Final Provisions



- 10.1. The ZEN Card is valid until the expiration date associated with the ZEN Card or until it is removed by ZEN or the User/Cardholder pursuant to the General User Terms or the ZEN Card Terms. The ZEN Card is valid until the last day of month indicated in expiration date.
- 10.2. The cancellation or expiration of the ZEN Card does not automatically terminate the effectiveness of these ZEN Card Terms or the General User Terms. However, the ZEN Card will be cancelled immediately if the ZEN Card Terms or General User Terms are terminated or become inapplicable to the User for any reason whatsoever.
- 10.3. It is the User's responsibility to ensure that the Cardholder acts in compliance with these ZEN Card Terms and the General User Terms, to the extent that they apply to the usage, issuance, security, cancellation of the ZEN Card, the Authentication, and the connected services.
- 10.4. The dispute resolution and complaints procedure is provided under Section 12 of the General User Terms.

