



## Terms for Single Transactions

Version 2.0

### Definitions

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

**'we', 'us', 'our' or 'the Company'** – means "UAB ZEN.COM", company code 304749651 with the registered address at Mėsinių str. 5, Vilnius, the Republic of Lithuania. "UAB ZEN.COM" is electronic money institution (license No. 35, date 2018-05-24, weblink to the license: [https://www.lb.lt/lt/frd-licencijos/view\\_license?id=453](https://www.lb.lt/lt/frd-licencijos/view_license?id=453)) licensed and 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 can be found on its website, link <https://www.lb.lt/en/>

**"Merchant"** -means an entity from which you are buying goods or services and with which we have concluded a 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

**"Payment Initiation Service Provider"** - means a legal entity which initiates a payment at your request to the Merchant from your payment account held at your Payment Service Provider

### 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 object of these Terms is provision payment initiation service to you by initiating a single payment from your payment account held at your Payment Service Provider which you have selected on the Merchant's website.

The payment initiation service, unless indicated differently in these Terms, is provided to you by the Payment Initiation Service provider "Kevin EU, UAB", company code 304777572, having its registered address at Lvivo g. 25-104, LT-09320, Vilnius, Lithuania. "Kevin EU, UAB" is payment institution (license No. 36, date 2018-06-20, weblink to the license: [https://www.lb.lt/lt/frd-licencijos/view\\_license?id=454](https://www.lb.lt/lt/frd-licencijos/view_license?id=454)) licensed and supervised by the Bank of

Lithuania located at Gedimino pr. 6, LT-01103, Vilnius, Lithuania. By proceeding you explicitly agree that payment initiation service will be provided to you by "Kevin EU, UAB" and you explicitly agree with the Terms and Conditions of "Kevin EU, UAB" which are published on its website and can be found here: <https://www.kevin.eu/docs/terms-and-conditions/>

The acceptance of these Terms and acceptance of "Kevin EU, UAB" Terms and Conditions as described above does not entail the opening you of a payment account neither at us, nor at "Kevin EU, UAB".

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 at us, and we are collecting payments on Merchant's behalf. This means that we have the right not to credit the funds of your payment to 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 from which you have initiated the payment to the Merchant. Merchant will receive funds in accordance with the individual rules contained in the contract between Merchant and us.

## **Fees**

Because we pay fees to Payment Initiation 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 size 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.

## **Your Data**

By agreeing with these Terms, you also accept our privacy policy available at <https://www.zen.com/pl/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 remain the right to request you to provide more information about you and/or the transaction.

### **Limitation of Liability**

If we have refused to process the transaction, we shall not be liable for any damages incurred by you due to such refusal.

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.

In case you have a complaint related to payment initiation service you should directly contact the Payment Initiation Service Provider which is indicated in the section “The Object and Scope of These Terms”. We are not held liable and will not compensate you any damages that may derive from the provision of payment initiation service which is provided to you by Payment Initiation Service Provider.

You can contact us any time regarding these Terms by e-mail to the address [hello@zen.com](mailto:hello@zen.com).

