

# Terms and conditions of the PAY WITH ZEN service

## Chapter 1 General Provisions

### § 1

These regulations define the rules of "Pay with Zen" service where BB Trade Estonia OU, the operator of zondacrypto virtual currency exchange, provides users with the possibility to synchronize their zondacrypto account with UAB ZEN.COM account, which enables instant transfers in PLN between user's zondacrypto account and UAB ZEN.COM account and vice versa.

### § 2

For the purposes of these Regulations, the terms indicated below shall have the following meanings:

**Electronic Mail Address** - an individual email address established by the Customer, used for communication between the Partner Platform and the Customer.

**Password** - a unique sequence of letters, numbers or other characters determined by the Customer, enabling him/her to access his/her Customer Account, which shall be kept confidential and may not be disclosed to third parties without authorization.

**Client** - a natural person, legal person, organizational unit without legal personality, who through the registration and full activation of the Client's Account on the Partner Platform, intends to use the service, or a natural person, legal person, organizational unit without legal personality, who through the registration and full activation of the Account on the Provider Platform, intends to use the service.

**Customer Account** - part of the Partner Platform available to the Customer after logging in, protected by a password, constituting the Customer's data resource and information about its activities on the Partner Platform, or part of Provider's Platform available to the Customer after logging in, protected by a password, constituting the Customer's data resource and information about its activities on Provider's Platform.

**Partner** - BB Trade Estonia OU with registered office in Estonia, at the following address: Harju maakond, Tallinn, Lasnamäe linnaosa, Tähesaju tee 9, 13917 ESTONIA (office no. 10, 2nd floor), registered in the Estonian Register of Companies under number 14814864.

**Partner Platform** - the Internet platform available at the public Internet address [www.zondacrypto.com](http://www.zondacrypto.com) operated by the Partner.

**Service Provider Platform** - the Internet platform available at the public Internet address [www.zen.com](http://www.zen.com) operated by the Service Provider.

**Regulations** - this document setting out the terms and technical conditions of the "Pay with ZEN" service

**Partner's Regulations** - regulations of providing services electronically by the Partner placed on the Partner's Platform

**Service Provider's Regulations** - the regulations for the provision of electronic services by the Service Provider posted on the Service Provider's Platform

**Registration** - a set of activities forming part of the process of creating a Customer Account on the Partner Platform, consisting in particular of the correct completion of the electronic form available on the Partner Platform, in accordance with the principles laid down in the Rules of Procedure of the Partner, or a set of activities forming part of the process of creating a Customer Account on the Service Provider Platform, consisting in particular of the correct completion of the electronic form available on the Service Provider Platform, in accordance with the principles laid down in the Rules of Procedure of the Service Provider.

**Service Provider** - UAB "ZEN.COM", with registered office in Lithuania, at the address: Mėsinių g. 5, LT-01133, Vilnius, Lithuania, registered under number 304749651.

## **Chapter 2 - Principles of service provision**

### **§ 3**

1. In order to use the "Pay with Zen" service you have to synchronize your Accounts :

a. A person who has a Customer Account on the Partner Platform is required to initiate the process of registration of the Account on the Provider Platform through the Partner Platform, and to successfully integrate the Customer Account on the Provider Platform with the Customer Account on the Partner Platform;

b. a person who has a Customer Account on Provider's Platform will successfully integrate with the Customer Account on Partner's Platform, consisting of synchronization of Customer Accounts on Partner's and Provider's Platforms.

2. Successful integration will require going through the KYC procedure to the extent required by the Service Provider and it is necessary to start the integration process from the level of the Partner Platform in the appropriate tab. Further steps associated with performing a proper integration are visible in the instructions preceding the start of the process.

3. To achieve successful integration the Client's data must be the same on each Platform.

4. In the event of an instruction to close a Client account on the Service Provider's Platform, or on the Partner's Platform, the service ceases to be available to the User.

5. The Client will be responsible for all fees that may arise from operations performed by the Client on the Service Provider's Platform, which will be charged solely to the Client (a detailed price list is available on the Service Provider's Platform).

6. The Customer who wants to use the service should confirm that he or she has read the Regulations and fully accepts their content.

## **§ 4**

1. Within the service the client will have the possibility to make immediate deposits and withdrawals in PLN currency between the client's account on the Partner's Platform and the client's account on Provider's Platform.

2. Partner is not liable for incorrect or faulty instructions made by the Customer, unless Partner's liability is based on mandatory legal provisions.

3. The rules of liability for unauthorized payment transactions, as well as for failure to execute or improper execution of the payment transaction are defined in the agreement between the Service Provider and the Client.

4. Partner is entitled to suspend the provision of services at any time for the period during which access to the Partner's Platform is suspended and at the direction of the Service Provider, for the period indicated by him. Information about the suspension of services and the planned date of resumption will be posted on the Partner's Platform.

5. In the event that the actions of the Client are in violation of these Terms of Use, Partner's Terms of Use, Service Provider's Terms of Use, or if the Client has undertaken any actions that adversely affect the security of Partner's or Service Provider's operations, or harm other Clients, or are intended to circumvent security measures used

by Partner or Service Provider, including but not limited to data forgery, Partner has the right to suspend services to such Client.

6. The Partner reserves the right to refuse or cancel the service, if it is impossible to provide the service due to circumstances for which the Partner is not responsible or due to generally applicable laws.

7. The main channel of information distribution between the Partner and the Client is the Partner's Platform, e-mail communication channel ([support@zondacrypto.com](mailto:support@zondacrypto.com)) and through chat available on the Partner's Platform.

8. the Partner reserves the right to block the use of the service in case of violation by the Customer of the provisions arising from the AML - the content of the legal act is available at <https://www.riigiteataja.ee/en/eli/517112017003/consolide>.

9. Infringement of any of the provisions of these Regulations will result in blocking the account on the Partner Platform.

10. In case the Partner has a reasonable suspicion of a criminal offense, in particular, a suspicion that the funds or transactions are fraudulent, the Partner reserves the right to block the transaction or the Customer's account on the Partner platform, as well as inform law enforcement agencies and the judiciary about the suspicion. Such notification is made irrespective of any other action taken by the Partner. Until such time as the suspicion is resolved (e.g. by re-verifying the client) or until the relevant authority issues a decision, the Partner is entitled to block the client's account on the Partner's platform and to notify the Service Provider of the suspicion.

11. The service is provided electronically only.

12. The Service is available 7 days a week, 24 hours a day, subject to the introduction of temporary restrictions or suspension of access to the Service, related to the technical maintenance of the Partner's Platform or Provider's Platform. Information about the temporary limitation or suspension of the service will be posted in advance on the Partner Platform.

## **Chapter 3 Protection of personal data**

### **§ 5**

1. Partner and Service Provider are controllers of personal data within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as "RODO".

2. Partner and Service Provider shall protect personal data against unauthorized access, through, among others, implementation of appropriate technical and organizational measures and through implementation and execution of personal data security policy.

3. Partner and Service Provider undertake to process Customers' personal data in accordance with the principles of RODO and national data protection regulations respectively.

4. Service Provider, as part of its services, processes data within the internal KYC according to the regulations available on ZEN.COM UAB. Client agrees to provide his selected personal data to the Service Provider in order to launch the Service and synchronize Accounts between Platforms and to use the Service. Partner provides Service Provider with the following personal information about Client: first name, surname, PESEL (for citizens of the Republic of Poland), or date of birth (for persons with citizenship other than Polish), address of residence / domicile, e-mail address, phone number and IP address.

5. The legal basis for the processing of Customers' personal data is:

- Article 6(1)(B) of the RODO - necessary for the performance of the contract to which the Client is a party in order to set up a Client Account on the Service Provider's Platform or on the Partner's Platform and to use the Service;

- Article 6(1)(C) of the RODO - fulfilment of a legal obligation incumbent on controllers of personal data in order to comply with the legal obligations set out, in particular, in the Estonian Anti-Money Laundering and Terrorist Financing Law of 26 October 2017 and the Lithuanian Prevention of Money Laundering and Terrorist Financing Law of 19 June 1997.

- Article 6(1)(F) RODO - legitimate interest of the Data Controllers consisting primarily in: improving the quality of providing the Service, adapting the Service to Customers' needs, responding to Customers' requests, increasing the efficiency of the Partner Platform, ensuring the security of the Partner Platform, sending newsletters, marketing Data Controllers' own products.

Providing personal data by Clients in the process of Registration is voluntary, but it is necessary in order to create a Client Account on the Partner's Platform or on Provider's



Platform and to use the Service specified in these Terms and Conditions. Providing personal data by Clients is partly a contractual requirement and partly a statutory requirement. If a Customer refuses to provide personal data, creating a Customer Account on the Partner Platform and using the Service specified in these Terms of Use will not be possible.

6. In connection with the processing of personal data by Partner and Provider, Clients have the following rights: the right to access personal data, the right to correct personal data, the right to restrict processing, the right to request erasure of data, the right to object, the right to data portability, the right to lodge a complaint to the supervisory authority.

7. A Client who believes that the Partner or Service Provider processes personal data in violation of applicable laws has the right to lodge a complaint with the supervisory authority, which in the case of:

- Partner is the Estonian Data Protection Inspectorate, 39 Tatari, 10134 Tallinn, Estonia;
- Service Provider is Lithuanian State Data Protection Inspectorate (Valstybinė duomenų apsaugos inspekcija) L. Sapiegos g. 17, 10312 Vilnius.

8. The Customers' personal data are not subject to automated decision-making, including profiling.

9. The data controllers may transfer the personal data of the Clients to: business partners, cooperating persons, entities providing employee outsourcing, payment operators, entities offering customer service software, entities providing Internet mail service, entities offering document scan verification service, entities providing server

hosting services, if it is necessary in connection with the business activity conducted by the data controllers, especially for the purpose of fulfilling their contractual relations, and to processors only to the extent that it is necessary to support and facilitate the purpose of the processing.

10. The Data Controllers' business partners and certain processors may be located outside the European Union and the European Economic Area (EEA). In that case, the Data Controllers shall verify that the business partners provide a high level of protection of personal data. Such assurances arise in particular from the obligation to apply the EU Commission's standard contractual clauses (2010/87 / EC and / or 2004/915 / EC), or the entity's membership of the EU-US Privacy Shield.

11. After the resignation from the Service by the Customer, Partner will not process the personal data for the purposes specified in these Terms of Use, except for the cases indicated in paragraph 13 of this article, for the purposes specified in the Terms of Use. The above does not imply further processing of the client's personal data by the Partner, in accordance with the Terms of Service, while the client has an account on the Partner's Platform.

12. The Data Controllers shall process the Customers' personal data only for a period no longer than it is:

- necessary for the purposes of the processing;
- until the statute of limitations has run out on the claim;
- until the expiration of the obligation to store data resulting from generally applicable laws.

13. If the Partner learns that the Customer is using the service in violation of the Regulations or applicable laws, the Partner may process the Customer's personal data to the extent necessary to establish its liability.

14. The Customer cannot use the service anonymously due to the applicable laws, in particular those relating to the prevention of money laundering and terrorist financing.

15. in all matters relating to the processing of personal data and the exercise of rights in relation to data processing, you can contact the individual Personal Data Controller by sending a registered letter to the address of its registered office or by e-mail:

- from the Partner Site: [gdpr@zondacrypto.com](mailto:gdpr@zondacrypto.com) ;

- from Provider: [dpo@zen.com](mailto:dpo@zen.com)

## Chapter 4: Complaints

### § 6

1. The Customer shall have the right to lodge a complaint if the service is made available contrary to the Regulations and other generally applicable provisions of law.

2. The Client may submit a complaint regarding the provision of the service including the activities described in the Terms and Conditions in writing by sending it via the public postal operator to the Partner's address: BB Trade Estonia OÜ, Harju maakond,

Tallinn, Lasnamäe linnaosa, Tähesaju tee 9, 13917 ESTONIA (office no. 10, 2nd floor) or in electronic form by sending to the e-mail address: [support@zondacrypto.com](mailto:support@zondacrypto.com) and Service Provider's address: UAB ZEN.COM UAB "ZEN.COM", with registered office in Lithuania, at: Mėsinių g. 5, LT-01133, Vilnius, Lithuania, registered under number 304749651, or by sending e-mail: [hello@zen.com](mailto:hello@zen.com).

3. The complaint should contain, in particular: Client's identification data, date of occurrence of the event constituting grounds for complaint, description of reported reservations constituting grounds for complaint submission, operation identifiers, Electronic Mail Address and Client's expectations as to the manner of complaint handling.

4. In order to allow Partner to fairly consider the claim, the claim should be submitted no later than 30 days from the date when the Customer became aware of the problem.

5. Claims are processed by Partner without delay, however no longer than 14 days from the date of receipt. If the claim does not contain the information necessary to process the claim, as stated in paragraph 3 above, Partner shall request the Customer to supplement the claim to the extent necessary, and the 14 (fourteen) day period starts from the date of delivery of the supplemented claim.

In justified cases, Partner may extend the deadline for processing a claim by an additional 14 (fourteen) days, of which the claimant will be informed.

6. Partner informs the Client about the outcome of the complaint procedure electronically to the e-mail address provided during registration.

7. Notwithstanding the provisions of paragraph 6 above, concerning the method of communicating the result of the complaint procedure, Partner reserves the right to send this information to the Customer's mailing address.

8. If it is not possible to process a complaint within the timeframe referred to in Paragraph 5 above, Partner shall notify the Client of this fact in the manner specified in Paragraph 6, or Paragraph 7 above, informing the Client in particular:

a. reasons for delay,

b. The circumstances that need to be established,

c. the expected time of the complaint handling (not longer than 45 days from the day of receiving the complaint).

9. If the Partner does not accept the claim, the Customer has the right to appeal it to the Partner. The response of the Partner to the appeal is considered as the final position of the Partner.

10. In case of not accepting the claims resulting from the complaint in the final position of the Partner, the Customer has the right to:

a. Use of mediation or arbitration or any other mechanism for the amicable resolution of disputes,

b. to bring an action before a common court, indicating the entity that should be sued and the court with territorial jurisdiction to hear the case.

11. the Partner allows for the possibility of amicable dispute resolution.

12. The complaint, which does not concern the activity of the Partner described in the Rules, especially concerning the service, is passed on to the Service Provider or other relevant entity. The entity, whose business activity the complaint concerns, investigates it according to the rules specified in its regulations and internal provisions.

## **§ 7**

The Partner has the right to inquire at any time about the Customer, if there is a suspicion that the Customer is violating laws, regulations, rules of social coexistence or good manners, and the Customer is obliged to provide the Partner with information necessary to clarify the circumstances associated with the violation.

## **Chapter 5 Final provisions**

## **§ 8**

1. Partner is entitled to change the content of these Terms and Conditions at any time. Information about the planned changes to the Terms of Use shall be communicated to the Customers at least 7 days prior to the date of their implementation in electronic form at the electronic mail address, as well as by posting information on the Partner's Platform.

2. If the Customer does not accept the amendments to the Regulations, he/she should, before the date of entry into force of these amendments, within the time limit indicated in section 1 above, report the fact of non-acceptance of the amendments by sending an e-mail to the following address: [support@zondacrypto.com](mailto:support@zondacrypto.com).

3. Failure to accept the amendments to the Regulations shall be tantamount to termination of the service.

4. Failure by the Client to declare non-acceptance of amendments to the Regulations prior to the date of their entry into force, subject to the time limit referred to in subparagraph 1, shall be deemed acceptance of the new Regulations by the Client in full.

5. The Customer using the service is obliged to comply with the provisions of these Regulations.

6. The language used to communicate with the Client is primarily English.

## **§ 9**

1. To all matters not regulated herein the provisions of the Partner's Rules of Procedure, Service Provider's Rules of Procedure, and generally applicable laws of the Republic of Estonia shall apply.

2. In case of conflicting provisions of these Terms of Use with provisions of the Partner's and Provider's Terms of Use, the provisions of these Terms of Use shall apply.

## **§ 10**

These Terms and Conditions are made available to Customers free of charge via the Partner Platform, in a form that allows obtaining, reproducing, recording and printing them.

## **§ 11**

The Bylaws as hereby amended shall be effective as of May 17, 2023.