

# Trezor Expert Terms of Use

Last updated: 30 April 2024

The following terms of use govern your access to and your use of our Services (as specified below).

By accessing or using our Services, you agree unconditionally to be bound by any terms and conditions set out herein. These Terms constitute a legally binding agreement from the moment you access and/or start using our Services.

You also agree to comply with any applicable laws, regulations and requirements that may govern your access to and use of our Services.

**If you do not fully agree with these Terms, you may neither access, nor use our Services.**

Please, be aware, that the mutual rights and obligations of the buyer and seller arising out of or in connection with your purchase of the Services are governed by a separate set of terms issued by Trezor Company s.r.o.

Before using our Services, you acknowledge that you have read and agreed to the Trezor Suite Terms of Use and the Trezor Product Terms of Use, which are available on the <https://trezor.io> website.

As we are constantly improving our Services, we may have to change or amend these Terms occasionally. We will always make an effort to notify you of such changes, but you should also check the Terms available on the Website regularly yourself to see when they were last updated (the date of the last update is always listed at the top).

**If you continue to use the Services after you have learned of any changes or amendments hereto, you are deemed to have accepted these amendments and changes. However, if you do not accept them, you are not entitled to either access, nor use our Services.**

These Terms and Conditions may be published in English as well as in other language versions. In the event of any discrepancies between the individual language versions of these Terms of Use, the English version shall always prevail.

## 1. DEFINITIONS

1.1. **"We"** or **"Trezor Expert s.r.o."** means the commercial company Trezor Expert s.r.o., Id. No. 210 67 007, with its registered office at Kunderatka 2359/17a, Libeň, 180 00 Prague 8,

Czech Republic, registered by the Municipal Court in Prague, Section C, Insert 396495.

1.2. **"You"** or **"User"** means anyone accessing and using our Services as specified herein.

1.3. **"Expert"** means an employee or agent of Trezor Expert s.r.o.

1.4. **"Trezor Company s.r.o."** refers to the commercial company Trezor Company s.r.o., Id. No. 024 40 032, with its registered office at Kunderatka 2359/17a, Libeň, 180 00 Prague 8, the Czech Republic, registered by the Municipal Court in Prague, Section C, Insert 219483.

1.5. **"Device"** or **"Trezor Device"** means any Trezor cryptocurrency hardware wallet including but not limited to Trezor Model One, Trezor Model T and Trezor Safe 3, as well as any Trezor hardware backup solution including but not limited to Trezor Keep Metal.

1.6. **"Suite"** or **"Trezor Suite"** means the Trezor Suite downloadable software application and online software interface developed and operated by Trezor Company s.r.o. and available at <https://suite.trezor.io/> website, through which you can set up and access your Device and manage, receive and send your cryptocurrencies, exchange your cryptocurrencies etc.

1.7. **"Services"** means personalized, one-to-one onboarding sessions between You and an Expert, performed via a video call, during which the Expert will introduce you to the Trezor ecosystem, help you set up Your Device correctly and provide you with information on how to protect your assets correctly with the Device.

1.8. **"Website"** means the <https://trezor.io> website and any subdomains thereof.

1.9. **"Trezor Expert Terms of Use"** or **"Terms"** means these Trezor Expert terms of use that govern your access to and use of the Services.

1.10. Any capitalized terms used herein shall have the meaning given to them in the "Definitions" section unless explicitly stated otherwise.

1.11. The section headings in these Terms are for your convenience only and shall not govern the meaning or interpretation of any terms and clauses herein.

## 2. SERVICES

- 2.1. The Services provided to you consist of a personalized, one-to-one onboarding session between you and an Expert. The onboarding session is tailored to a specific Device. Detailed description of the session shall be provided to you during the purchase and booking process.

## 3. BOOKING THE SESSION

- 3.1. The session shall be performed via a video call at a time chosen by you from available time slots. You must book the session within 180 days from the purchase date, otherwise you forfeit the claim to use the Services without refund.
- 3.2. You acknowledge and agree that once the session is booked and scheduled, you may no longer request a refund.
- 3.3. If you are unable to attend the session in the booked time slot, you may **once** reschedule the session to a different available time slot. You need to inform us about your request to reschedule the session no later than 72 hours before the scheduled session, otherwise we reserve the right to refuse your reschedule request.
- 3.4. The sessions are scheduled for a specified time slot. If you fail to connect to the session at the specified time, the Expert will wait for you for a maximum of 10 minutes. If you do not connect to the session within this time period, we will not be able to provide you with the Services and we will not be obligated to offer you a different time slot for the session. You acknowledge and agree that in such a case, you may not request a refund.

## 4. DURING THE SESSION

- 4.1. You shall attend the session in a private and secure environment. If you choose to attend the session in a public space or with other people present, you acknowledge and assume the risk of sensitive information being dispersed to unauthorized persons.
- 4.2. You acknowledge that you are responsible for being prepared for the session. We will always inform you about the requirements for preparation when you book the session. You should always have available at least a computer, the Device and its accessories, a usb cable compatible with your computer, a pen or a pencil and a connection to the internet suitable for a video call. We reserve the right to terminate the session in case you

fail to comply with the requirements for preparation for the session.

- 4.3. The Expert will provide you with information within the scope of the Service. The Expert will not provide you with information out of scope of the Services, such as technical support, legal information or financial advice. We reserve the right to terminate the session in case you repeatedly request out of scope information from the Expert.
- 4.4. You agree to always behave appropriately towards the Expert. If your behavior is abusive, disrespectful, vulgar or otherwise inappropriate, the Expert will warn you about his right to terminate the session. We reserve the right to terminate the session in case you keep behaving inappropriately after the warning from the Expert.
- 4.5. During the session, you will create a backup of your Device. Before this critical part of the session, the Expert will instruct you to turn off your camera, ensure that you are in a private and secure environment and to ensure you do not read the backup words out loud during the backup procedure. In case the Expert suspects any security issues, he will instruct you to either start the Device backup procedure over or to repeat the Device backup procedure after the session ends.

## 5. WARRANTIES AND LIABILITY

- 5.1. The Services are offered on “as is” and “where-available” basis and therefore we expressly disclaim any warranties, express or implied, relating to the Services including but not limited to merchantability and suitability for any particular purpose.
- 5.2. We shall not under any circumstances be held liable to you for any direct, indirect, special, incidental, consequential, punitive or any other damages and costs including but not limited to loss of profit, revenue, savings, anticipated savings, business opportunity, data or goodwill regardless of whether such losses are foreseeable or not, arising out of or in connection with your access and use or inability to access and use of the Services.
- 5.3. We expressly reject any liability to you for any direct, indirect, special, incidental, consequential, punitive or any other damages and costs including but not limited to loss of profit, revenue, savings, anticipated savings, business opportunity, data or goodwill regardless of whether such losses are foreseeable or not, arising out of or in connection with the compromise of your

Device backup created during the onboarding session.

- 5.4. Without prejudice to the liability limitation set out above our collective liability to you, arising out of or in connection with your access and use or inability to access and use the Services, does not exceed in aggregate the fees you have paid us or Trezor Company s.r.o. for the Services.
- 5.5. Pursuant to certain laws it may not be possible to disclaim our liability and warranties completely. In such cases we hereby disclaim our liability and warranties to the fullest extent permissible by such law. You acknowledge that if you are a consumer some of the liability and warranty limitations may not apply to you depending on your country of residence.
- 5.6. You agree to indemnify and hold harmless Trezor Expert s.r.o., its officers and directors, employees and agents, members and its affiliates against any loss, liability, claim, damage and expense including but not limited to any and all expenses reasonably incurred in defending against any litigation commenced or threatened or any claim arising out of or in connection with these Terms.
- 5.7. Under no circumstances shall any information provided to you by us constitute financial, investment or professional advice, unless explicitly stated so.
- 5.8. You are solely responsible for your decisions regarding storing, buying, selling, exchanging, sending and receiving cryptocurrency coins and you shall always consider your financial circumstances and associated risks before obtaining coins of any cryptocurrency.
- 5.9. You consider that not all the associated risks of using cryptocurrencies are identified in these Terms.
- 5.10. You must not use the Services to violate any applicable laws or regulations and you must specifically not undertake, facilitate or support criminal activities including money laundering, illegal gambling, malicious hacking or any other criminal activities.

## **6. PERSONAL DATA**

- 6.1. The collection of your personal data in connection to the Services use shall be as limited as possible. Any collection, storage and handling of your personal data shall be governed by a separate set of terms on handling the personal data of users (Privacy Policy), which shall be published on the Website.

- 6.2. We will record the onboarding session for quality assurance purposes. We will always record only the voice of the Expert. We will never record your voice or any video.

- 6.3. You may record the onboarding session for your personal purposes only. You shall not publish the recording of the session without our prior written authorization.

## **7. COMMUNICATION**

- 7.1. You agree that any communication relating to your access and use of the Services will be addressed to you electronically by email provided by you during the purchase of the Services.

- 7.2. If you provide us with an email address that is incorrect or inaccessible to you, we shall assume no liability for your failure to receive any communications addressed to you via such email address.

- 7.3. You can contact us electronically via the email address [expert@trezor.io](mailto:expert@trezor.io). Any electronic communication is considered as delivered when we confirm its delivery to you.

## **8. LAW AND JURISDICTION**

- 8.1. You agree that the laws of the Czech Republic, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and Trezor Expert s.r.o. in connection herewith. This choice of law clause does not deprive the consumer of their rights under mandatory provisions of the law of their country of habitual residence in the event that such law would otherwise be applicable pursuant to the Article 6 (1) Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).

- 8.2. Any dispute relating in any way to these Terms shall be decided with final effect before the courts of the Czech Republic, in particular before the District Court for Prague 8 and (in the event that the regional court decides as a first instance court) before the Municipal Court in Prague. You consent to exclusive jurisdiction and venue in such courts.

- 8.3. You agree to notify us of any disputes arising out of or in connection with these Terms without undue delay. You furthermore undertake to attempt out-of-court resolution of any disputes before you bring your claims to the above-mentioned courts.