

Trezor

Trezor Shop Terms and Conditions

Last updated: 1 February 2023

("Terms and Conditions")

These Terms and Conditions govern the mutual rights and obligations of the buyer and the seller arising out of or in connection with the contract of purchase and sale of any and all products available in the Trezor Shop.

However, these Terms and Conditions do **not** govern the mutual rights and obligations of the buyer and the seller arising out of or in connection with the contract of purchase and sale of Trezor Shop products, if you (as the buyer) intend to resell the products to any third parties.

If you intend to resell Trezor Shop products, please contact us for more information on the procedure and on the special terms and conditions of purchase and further resale.

The provisions of these Terms and Conditions constitute an integral part of the contract concluded between the buyer and the seller. In the event of any discrepancies between the provisions of these Terms and Conditions and other provisions of the contract, the provisions of the contract shall prevail.

These Terms and Conditions may be published in English as well as in other language versions. The contract of purchase and sale may, therefore, be concluded, subject to your choice, in the English language or in the language of any other published versions of these Terms and Conditions. In the event of any discrepancies between the individual language versions of these Terms and Conditions, the English version shall always prevail.

We reserve the right to change and/or amend these Terms and Conditions from time to time as we see fit. Given this fact, you should check these Terms and Conditions periodically and always before you place any order on Trezor Shop. Changes will **not** apply to any already existing contracts unless the applicable law so requires.

If you do not agree to abide by these Terms and Conditions, you may not conclude the contract of purchase and sale and we must ask you not to place your order and to leave the Trezor Website immediately.

1. DEFINITIONS

1.1. "**Trezor Shop**" means an online e-shop located on the Trezor Website (see below), where you may purchase various Trezor hardware products and accessories.

"**buyer**" and "**you**" mean anyone purchasing our products via the official Trezor Shop.

"**Trezor Company s.r.o.**", "**seller**" and "**we**" mean the commercial company Trezor Company s.r.o., with its registered office at Kunderatka 2359/17a, Libeň, 180 00 Prague 8, Id. No. 024 40 032, incorporated and registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 219483.

"**Contract**" means any contract of purchase and sale of the product(s) available in Trezor Shop concluded between the seller and the buyer via the official Trezor Shop.

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

"**Civil Code**" means the Czech Republic statutory Act No. 89/2012 Sb., Civil Code, as amended.

1.2. Any capitalized terms used herein shall have the meaning given to them either in the "Definitions" section or below in the following sections of these Terms and Conditions, unless explicitly stated otherwise.

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

2. PERSONAL DATA

2.1. We represent that the collection of your personal data shall be limited as much as possible.

2.2. Any collection, storage, and handling of your personal data collected by us in connection with the purchase and sale of Trezor Shop products, in particular personal data specified when placing your order in Trezor Shop, shall be governed by a separate set of terms on handling the personal data of

buyers and other Website users (Privacy Policy), which shall be published in the "Terms of Use" section of the Website.

3. HOW TO PLACE YOUR ORDER

- 3.1. You agree to use remote means of communication when concluding the Contract. You are responsible for all the costs incurred when using remote means of communication in connection with the formation of the Contract (costs of Internet connection, telephone calls etc.).
- 3.2. To order the products available in Trezor Shop you must place your order through the Trezor Website interface. To place your order successfully, you are required to provide at least the following information:
- product specification (by selecting the product and adding it to your shopping cart);
 - shipping method (by selecting from the available choices);
 - email address;
 - billing and shipping addresses;
 - payment method (by selecting from the available choices).
- 3.3. Before placing your order, you can view, modify, or cancel the order anytime in the "Cart" section of the Trezor Website. You can then place the order by clicking on the "**Continue**" button.
- 3.4. You are solely responsible for any information listed during the order placement procedure, including, but not limited to, the email address, shipping address, and the amount and specification of the ordered products.
- 3.5. After placing your order, you will receive an email from us acknowledging that we have received your order (the "**Order Confirmation**"). We will use the email address listed by you when placing the order.

3.6. The Order Confirmation contains an order token that may be used for any further references to your order.

3.7. Please note that your order constitutes a binding offer to us to purchase Trezor Shop products. All orders are subject to subsequent acceptance by us. The Order Confirmation merely confirms the placement of your order. However, it does not confirm that your order has been accepted by us and it does not confirm that we have received your payment (see below for Payment Confirmation).

3.8. Before we accept any placed order, you must always pay the amount corresponding to the sum of the purchase price, the shipping costs, and other applicable costs and expenses pursuant hereto via the selected payment method. See the "Payment Method" section hereof for more information.

3.9. We will confirm the acceptance of your order to you by sending you an email confirming **both** the acceptance of your payments (the "**Payment Confirmation**") and the shipment of your order (the "**Shipping Confirmation**"). **At the time we confirm the acceptance of your order, the Contract is concluded. The purchase price is due at the moment when the Contract is concluded.**

3.10. The Contract will relate only to those products confirmed in the Shipping Confirmation. We will **not** be obliged to supply any products which may have been part of your order other than the products listed in the Shipping Confirmation.

3.11. Before the Contract is concluded we may, without undue delay after the order was placed, ask you to verify and confirm your order (without prejudice to Article 3.4 hereof). **We will always ask you to verify and confirm your order, if we cannot (for any reason or no reason) accept the entire order.**

3.12. We reserve the right to cancel (reject) your order at any time before its acceptance, including, but **not** limited to, instances where there has been an obvious error in price or where the product is no longer in our

inventory or our third-party fulfillment provider's inventory.

- 3.13. If we do **not** accept your order within ninety (90) days from the date of Order Confirmation (for any reason or no reason) the order is considered as rejected.
- 3.14. If we choose **not** to accept (or if we reject) your order for any reason or no reason, you are entitled to a refund of the payments we have accepted under Article 3.8 hereof. Any bank fees, dues, or taxes associated with the refund will be deducted from the refunded amount. If we accept your order only partially, we will keep the funds corresponding to the purchase price, the shipping costs, and any other applicable costs and expenses related to the shipped products.

4. PRODUCT PRICES AND AVAILABILITY

- 4.1. On the Trezor Website we shall publish information on the products including, but not limited to, the product description, product price, product availability, shipping and payment methods, and other relevant information.
- 4.2. Any information on the products including product prices and product availability published on the Trezor Website, is of an informative nature only, and we are therefore **not obliged** to accept your orders for these products. The provision of Section 1732 (2) of the Civil Code shall **not** apply.
- 4.3. Any information on the products, including product prices and information on the product availability displayed on the Trezor Website, are subject to change without prior notice. The changes are effective from the moment that they are published on the Trezor Website.
- 4.4. Errors will be corrected when discovered. Despite our best efforts, the products listed on the Trezor Website may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a product's correct price is lower than our stated price, we will refund the excess payment. If a product's correct price is

higher than the price stated on the Trezor Website, we will normally, at our sole discretion, either contact you for instructions before dispatching the product, or reject your order.

- 4.5. We are subject to taxation for value-added tax (VAT). The prices of the products on the Trezor Website are displayed on the Website, usually both including and excluding VAT. **Unless stated otherwise, the displayed price is considered to be excluding VAT.**
- 4.6. All additional freight, delivery, or postal charges and any other additional costs (and/or the method of their calculation) vary with reference to the selected shipping method, carrier, and payment method, and are displayed on the Trezor Website.
- 4.7. Unless stated otherwise, you may use only one discount code or discount coupon per order.

5. PAYMENT METHOD

- 5.1. You may make your payment in euros (EUR), U.S. dollars (USD) or Czech crowns (CZK) using your credit (debit) card, or you may pay with supported cryptocurrencies.
- 5.2. The credit (debit) card payment is processed by a third-party payment gateway provider, Adyen. Please note that only some credit (debit) cards, including VISA and MasterCard, are supported. You may visit [adyen.com](https://www.adyen.com) for more information on the payment gateway.
- 5.3. You hereby acknowledge that the credit (debit) card payment gateway provider is solely responsible for the processing of your payment and for any credit (debit) card information you filled in during the payment procedure.
- 5.4. Cryptocurrency payment is processed by the third-party payment gateway provider Confirмо. Please note that only some cryptocurrencies are supported (namely Bitcoin, Litecoin and Ethereum). You may visit www.confirмо.net for more information on the payment gateway.

- 5.5. The third-party cryptocurrency payment gateway provider will calculate the amount of cryptocurrency to be paid according to the exchange rates chosen by them at the time of the payment. Later changes to the chosen exchange rates will have no effect on the amount to be paid unless you do **not** make the payment within the time limit provided by the respective provider.
- 5.6. Unless stated otherwise herein, your payment includes the product price, shipping costs, and other applicable costs and expenses pursuant hereto **with the exception of the cryptocurrency transaction fees that may be charged by the respective cryptocurrency payment gateway provider and/or cryptocurrency network.**
- 5.7. You hereby acknowledge that the cryptocurrency payment gateway provider is solely responsible for the processing of your payment and for any information you filled in during the payment procedure.
- 5.8. You consent to receive sales invoices electronically.
- 5.9. You acknowledge that we collect VAT on the products sold and invoiced within the territory of the European Union and the United Kingdom.
- 5.10. You are solely responsible, in particular if you reside outside the European Union, for consulting your state and local tax and customs laws to determine compliance with the tax and customs laws and regulations in your area and to pay the outstanding taxes and duties, if applicable according to your tax and customs residential law.
- 5.11. You hereby waive your right to claim that the tax and/or customs duties collected on any purchase are incorrect in any respect and agree to hold harmless Trezor Company s.r.o., its officers, directors, employees, agents, and representatives, for any harm or other damages you may incur as a result of our error in calculating the taxes or custom duties you owe for your purchases.
- 5.12. In the event that you qualify for the (partial or full) refund of your payment hereunder, the payments (after deducting any fees and costs accountable to you hereunder) shall be refunded as follows:
- In case of credit (debit) card payments we shall refund the payment (in the currency the payment was originally made) to the cardholder's bank account.
 - In the case of cryptocurrency payments we shall refund the payment **always in Bitcoin (irrespective of the cryptocurrency you used to make the payment) to your Bitcoin (BTC) address.**
- 5.13. Any Bitcoin refund is calculated from the original value of your payment in the currency the payment was originally calculated in. The amount of BTC that shall be refunded to you shall be calculated using the exchange rate provided by our Suite service at the time when we are making the refund payment (the exchange rate in the Suite service is derived from the public exchange rates provided by Coingecko; for more information, visit [coingecko.com](https://www.coingecko.com)).
- 5.14. The Bitcoin transaction fees paid for the refund shall be accountable to you, and, therefore, we shall subtract the fees from the amount of refunded units of Bitcoin. We shall always refund Bitcoins to the Bitcoin address sent to our support team (from the email provided by you when placing the order).
- 5.15. **Unlike traditional bank transfers, Bitcoin transactions are not revertible, and a refund of an incorrectly transmitted payment cannot be enforced. Please note that you are fully responsible for the correctness of the provided Bitcoin address, and that you hereby agree that you bear any consequences and financial loss incurred from providing incorrect payment instructions to us.**
- 6. DELIVERY SERVICE**
- 6.1. Delivery service is provided by third-party carriers such as the national postal service or private delivery services. Please note that unless otherwise stated on the Trezor Website, delivery estimates displayed on the Trezor Website or in the Order and Shipping

Confirmation are just that. They are **not** guaranteed delivery times and should **not** be relied upon as such. The traceability of the parcels may be limited in some countries.

- 6.2. You are required to accept the ordered products. Occasionally parcels are, however, returned to us as undeliverable. Re-dispatching your order is possible, but additional charges might occur. We won't re-dispatch the order before the additional fees are paid. If you no longer wish to have your package reshipped, you can claim a partial refund. You acknowledge, however, that some dues and fees, particularly the shipping expenses, may **not** be refunded in such a case.
- 6.3. At the moment of delivery, you are obliged to check to ensure that the parcel was not tampered with and that the packaging of the parcel as well as the packaging of the products is intact. In the event of any damage to the parcel, products, or their packaging, you are obliged to inform us without any delay.**

7. CONTRACT WITHDRAWAL

The following section hereof (Articles 7.1 through 7.12) applies only to the buyer who is a consumer within the meaning of Section 419 of the Civil Code.

- 7.1. Unless stated otherwise by the law or by these Terms and Conditions (e.g. in instances where the product has been personalized for you), you are entitled to withdraw from the Contract within fifteen (15) days from the date on which you or a third party named by you who does **not** deliver the products has taken the possession of the products.
- 7.2. In order to obtain a full refund, you must initiate a product return request via our support center in the "Support" section of the Website, provided such a return request is initiated within fifteen (15) days upon the delivery of the product to you. Please be prepared to provide the support team with the Bitcoin address or the credit (debit) card number from which the payment has been

made, the order token, and the electronic receipt (invoice).

- 7.3. You may also withdraw from the Contract by completing and submitting the sample form that constitutes Annex No. 1 to these Terms and Conditions. Once submitted, the completed form is confirmed as received by us electronically without undue delay.
- 7.4. In order to qualify for a full refund, the products must be returned unused and sealed in the original packaging, with all the original materials provided in their complete condition.
- 7.5. You shall be liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to inspect the products in the same manner as you would be allowed to do in a store.
- 7.6. You notice that in case the product or a part thereof is a voucher for a purchase of cryptocurrencies via a third party provider and such voucher consists of a unique promo code that shall determine your potential eligibility to be awarded cryptocurrencies with a discount and/or free of charge, then such product or such part thereof is considered to be consumed at the moment of delivery within the meaning of section 7.1 hereof. You notice, therefore, that if you attempt to return such a product, you shall be liable for the diminished value of the product, and you shall, therefore, not be awarded any refund at all.
- 7.7. **You notice that the majority of our products constitute security devices. The packaging of such devices includes a holographic seal to ensure the product is brand-new and has not been tampered with. You notice that our product cannot be resold after the holographic seal has been broken and the packaging has been opened.**
- 7.8. **You notice, therefore, that if you attempt to return products with a broken holographic seal pursuant to this section of the Terms and Conditions, you shall be liable for the diminished value of the products, and you shall, therefore, not be awarded any refund at all.**

- 7.9. If you qualify for a refund, we will refund the purchase price paid, including the shipping charges corresponding to the cheapest shipping method **available** to you at the time of your order (without regard to your choice of shipping method). **We will not, however, refund you for the costs of shipping the products to us.**
- 7.10. If you do **not** qualify for a full refund for any reason (the products are used, the holographic seal is broken, etc.), we may, at our discretion, grant you a partial refund.
- 7.11. The refund will usually be executed within two (2) weeks from the day we have received the returned products. At the moment your return is processed, we will send you a confirmation email.
- 7.12. The refunds shall be processed according to the rules set out in Section 5 (in Articles 5.12 to 5.15) hereof.

8. LIABILITY FOR DEFECTS AND COMMERCIAL WARRANTY

- 8.1. We warrant that the product, its components, and labor are free from defects in material and workmanship and are of the stipulated quality at the time the product is delivered to you (the "Liability for Defects").
- 8.2. Furthermore, we warrant that the product, its components, and labor are free from defects in material and workmanship under normal use during the warranty period of two (2) years that starts from the time the product is delivered to you (the "Commercial Warranty").
- 8.3. We may offer extended warranty period for some of our products. In such case the information about the extended warranty period shall be always displayed in the Trezor Shop.
- 8.4. The Commercial Warranty hereunder only covers failures or malfunctions occurred during the Warranty Period and in normal use conditions. The Commercial Warranty hereunder shall **not** apply to:

- normal wear and tear;

- damage resulting from accident, abuse, misuse, neglect, improper handling, or improper installation;
- damage or loss of the product caused by undue physical or electrical stress, including, but not limited to, moisture, corrosive environments, high voltage surges, extreme temperatures, shipping, or abnormal working conditions;
- damage or loss of the product caused by acts of nature including, but not limited to, floods, storms, fires, and earthquakes;
- damage caused by your error, or non-compliance with the instructions as set out in the accompanying documentation (User Manual and Product Terms of Use);
- product altered by persons other than us, our associated partners, or authorized service facilities;
- damage to the products, on which the original firmware has been replaced or modified by persons other than us, our associated partners, or authorized service facilities;
- damage or loss of data due to interoperability with current and/or future versions of operating systems, software, and/or hardware;
- damage or loss of data caused by improper usage and behavior which is not recommended and/or permitted in the product documentation;
- failure of the product caused by the usage of products not supplied by us.

- 8.5. If the product you ordered was damaged or defective at the time of its delivery or if the product is not free from defects in material and workmanship under normal use during the warranty period, you may return it in order to get a replacement or to have it repaired. Such a return must be initiated without undue delay after the defect is discovered. You may **not** initiate the return

later than two (2) years after the original date of delivery.

- 8.6. A replacement product or repaired product will be shipped when the original damaged or defective item is received and processed by us.
- 8.7. We further warrant the replaced product and/or its parts or components to be free from defects in material and workmanship at the time the replaced product is delivered to you and to stay so under normal use for the remainder of the original warranty period. If the replaced product and/or replaced components were damaged or defective at the time of delivery, you may initiate the return again. However, you may never initiate the return later than two (2) years after the date when the product (that was replaced) was delivered to you for the first time.
- 8.8. Your rights under Section 8 hereof are non-transferable and are enforceable only by you, as the original purchaser. Any product that has **not** been purchased (i) as new (ii) from us is expressly excluded from the scope of Section 8 hereof.
- 8.9. We shall **not** be responsible for any incidental or consequential damages which are incurred and/or have occurred in connection with the product or its purchase. Our responsibility is limited solely to the product itself. We assume no responsibility for any loss or costs due to a third party's or the customer's loss of profit, or any other indirect cost or losses, however incurred. We reserve the right to make changes or improvements in design, firmware, or manufacturing without assuming any obligation to change or improve products previously manufactured and/or sold.
- 8.10. Under these Terms and Conditions, we do **not** offer any additional commercial warranty except when explicitly stated otherwise herein and we do **not** offer any warranty for software and firmware developed to be used with our products, its quality, performance, functionality, or compatibility for a particular purpose. For more information on our software and firmware, please refer to the Product Terms of Use, the User Manual and

the terms of use of any other respective service, including Suite Terms and Conditions.

Procedure

- 8.11. In the event that the product is damaged or defective, please contact us via our support center at <https://trezor.io/support/> without undue delay. Our support team will provide you with a mailing address for returning the product for inspection and further instructions.
- 8.12. Please note that in order to pursue any remedy under Section 8 hereof, you must verify your possession of the product to our support center with (i) the Bitcoin address or the credit (debit) card number from which the payment has been made, the order token and the electronic receipt (invoice) and (ii) your product's serial number. The serial number can be obtained by entering the bootloader mode (pressing both buttons simultaneously while connecting the device to a computer).
- 8.13. **Before returning the product, please make sure to have your recovery seed, and, if possible, wipe the device; we are not responsible for damage to or loss of any data stored on the product during its inspection by us.**
- 8.14. If we find out that the product was damaged or defective and the damage or defect is covered by the Liability for Defects and/or Commercial Warranty (and is **not** subject to any limitations hereunder), we will undertake to repair or replace the product with an identical or similar (e.g. newer) version of the product.
- 8.15. The costs incurred in connection with returning the product to us and back to you shall be always borne by you. If we find out that the product was defective or damaged and the damage or defect is covered by the Liability for Defects and/or Commercial Warranty, you are entitled to a refund of the necessary shipping costs.
- 8.16. If we conclude within the product inspection that the returned product was **not** damaged or defective or that the damage or defect is

not covered by the Liability for Defects and/or Commercial Warranty, the costs for returning the product to you shall be due in advance, before we send the product back. In such an event and at our sole discretion, we might offer you a discount on a new product purchase as compensation for **not** returning the item to you.

before the District Court for Prague 8 and (in case the regional court decides as a first instance court) before the Municipal Court in Prague. Should you have, in any manner, violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any court of our choice. You consent to exclusive jurisdiction and venue in such courts.

9. CONSUMER DISPUTE RESOLUTION

The following section hereof applies only to the buyer who is a consumer within the meaning of the Section 419 of the Civil Code.

- 9.1. In the event of any disputes arising in connection with these Terms and Conditions and/or the Contract, you have the right to seek an out-of-court settlement through the Czech Trade Inspection Authority with its registered office at Štěpánská 567/15, 120 00 Prague 2, Id. No. 000 20 869, Web address <https://adr.coi.cz/cs>. You may also use a platform for out-of-court dispute settlement located on the website <http://ec.europa.eu/consumer/odr>.

10. APPLICABLE LAW AND CHOICE OF FORUM CLAUSE

- 10.1. You agree that the laws of the Czech Republic, without regard to the principles of conflict of laws, will govern the Contract and these Terms and Conditions and any dispute of any sort that might arise between you and us. This choice of law clause does **not** deprive the consumer concluding this contract of their rights under mandatory provisions of the law of their country of habitual residence in the event such law would otherwise be applicable pursuant to 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).
- 10.2. Any disputes relating in any way to these Terms and Conditions and/or to the Contract or to products you purchase through the Website shall be finally decided before the courts of the Czech Republic, in particular

11. FINAL PROVISIONS

- 11.1. In the event that you decide to make your payment using cryptocurrencies, please note that cryptocurrencies are **not** considered legal tender by the laws of the Czech Republic. Therefore, the Contract may be considered a *barter contract* rather than a *contract of purchase and sale*. You agree that, even if the contract is considered a *barter contract*, these Terms and Conditions shall govern it as well to the fullest possible extent.
- 11.2. The concluded Contract shall be kept by us electronically and shall **not** be accessible by you.
- 11.3. In case of any notification made hereunder you shall contact us via the following email address: support@satoshilabs.com. Any email notifications made hereunder shall be deemed to have been delivered to us at the time we confirm their delivery.
- 11.4. If any provision of the Contract or these Terms and Conditions shall become invalid or unenforceable, it shall **not** affect the validity or enforceability of the other provisions, unless it is implied that the invalid or unenforceable provision is inseparable from other provisions.
- 11.5. We are **not** obliged to fulfill our obligation under these Terms and Conditions, if temporarily or permanently prevented by vis maior - an event or circumstance that is extraordinary, unforeseeable, and unpreventable by usual means and with proper care, and that occurred independently of our will; such a vis maior event is, among other things, a serious hacking attack or a power shortage.

- 11.6. You hereby assume a risk of change in circumstances within the meaning of Section 1765 (2) of the Civil Code.

- 11.7. These Terms and Conditions, including documents anticipated and referred to thereby, constitute a complete definition of the rights and obligations between you and us and supersede any previous agreements or provisions on the same subject.

Annex No. 1

To: Trezor Company s.r.o., registered office at
Kundratka 2359/17a, Libeň, 180 00 Prague 8,
Czech Republic

Email: support@satoshilabs.com

I hereby give notice that I withdraw from my
contract of sale of the following products:

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.....
.....
.....

Ordered on

Order token

Name

Address

.....
.....

Refund Bitcoin address (if applicable)

.....
.....

Signature of the consumer

(only if this form is sent by regular mail):

.....

Date

.....