

# Trezor Suite Services by Invity

## Terms of Use

Last updated: 1 October 2022

The following terms of use govern your access to and your use of our Services (as specified below) that are available in the respective sections of the Trezor Suite.

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 including but not limited to those relating to cryptocurrency trading.

**If you do not fully agree with these Terms, you may neither access, nor use our Services and you must leave the respective section of the Trezor Suite immediately.**

Please, be aware, that accessing and using any other sections of the Trezor Suite is governed by a separate set of terms issued by Trezor Company s.r.o.

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 and you must leave the respective section of the Trezor Suite immediately.**

Please, be aware that as a part of our Services we advertise a variety of third-party websites, products and services and we provide you with an access thereto. Such websites, products and services may be governed by different terms and conditions issued by respective providers of those services.

## 1. DEFINITIONS

- 1.1. **"We"** or **"Invity"** refer to the commercial company Invity.io s.r.o., Id. No. 083 88 032, 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 318166.
- 1.2. **"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.
- 1.3. **"You"** or **"User"** refers to anyone, whether legal or natural person, accessing and using our Services.
- 1.4. **"Trezor Suite"** refers to 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. The respective portion of the Trezor Suite where we provide you with our Services includes, among others, sections Trade, Buy, Exchange and Sale. In any of the respective sections of the Trezor Suite we will always clearly mark that they are operated by Invity.
- 1.5. **"Services"** refer to any services provided by Invity in the respective sections of the Trezor Suite including, but not limited to, the advertisement and provision of access to third-party providers of cryptocurrency purchase, sale and exchange services.
- 1.6. **"Third-party services"** refer to any services or products that have been advertised in the respective sections of the Trezor Suite by us and to which you have been provided an access from the Trezor Suite including, but not limited to, cryptocurrency exchange, purchase and sale services.
- 1.7. **"Provider"** refers to a provider, whether legal or natural person, of any Third-party services (as defined above).
- 1.8. **"Terms of Use"** or **"Terms"** refer to these Trezor Suite Services by Invity terms of use that govern your access to and use of our Services that are available in the respective sections of the Trezor Suite.

- 1.9. Any capitalized terms used herein shall have the meaning given to them in the "Definitions" section unless explicitly stated otherwise.
- 1.10. The section headings in these Terms of Use are for convenience only and shall not govern the meaning or interpretation of any terms and clauses herein.

## 2. SERVICES

- 2.1. As a part of our Services we advertise and provide you with access to various cryptocurrency related Third-party services including, but not limited to, the cryptocurrency exchange, purchase and sale services.
- 2.2. For access to some Third-party services we may refer you to the website of the respective Provider and some Third-party services may be accessed directly in the respective sections of the Trezor Suite (for example through inline frame technology that is used to display external objects or via Provider's API with predefined functions that facilitate interactions between you and the Provider).
- 2.3. Unless clearly stated otherwise on the Trezor Suite (for example "*this service is provided to you by Invity*"), Third-party services are always provided to you directly by the respective Providers, even if they are accessed through the Trezor Suite. We never provide Third-party services directly to you and we are not in any way party to any legal relationship between you and the respective Provider. We also do not serve as an agent or intermediary of the respective Provider. Therefore, we are not responsible for the provision of Third-party services in any way.
- 2.4. Any transmission of data relating to the provision of Third-party services is conducted by the Provider and we assume a liability neither for any failure thereof, nor for any errors in transmitted data.
- 2.5. You acknowledge that in order to receive the Third-party services you may be asked to leave the Trezor Suite and you might also need to open an account and to go through an authorization procedure to confirm your

identity. We assume no liability for the contents of the website or for the (lack of) identification procedures.

- 2.6. The provision of Third-party services is governed by the terms and conditions of the respective Provider. We will always provide you with the contact information of the Provider where you can request additional information on the Provider's terms and conditions.
- 2.7. We may charge you a fee for some of our Services. In such a case, the fee shall be visibly displayed on the Trezor Suite before you request such Services. You acknowledge that the Providers may charge their own fees for provision of Third-party services and you acknowledge that such fees are set by and paid directly to the respective Providers.

### **Cryptocurrency purchase, sale and exchange**

- 2.8. As mentioned above we are not in any way part of the exchange, purchase and sale process and we are also in no way associated with the respective Providers, unless explicitly stated otherwise. You carry out any respective transactions on your own solely based on a legal relationship with the respective Providers and you do so at your own risk. Any claims that might arise in connection with such a relationship must be settled between you and the respective Provider. We also may not and do not guarantee the availability of all Providers' services at all times.
- 2.9. You acknowledge that we do not operate a multilateral trading platform or exchange. We also do not act as an intermediary of the cryptocurrency purchase, sale or exchange. We solely advertise and provide access to the Providers eligible and authorized to process your cryptocurrency purchase, sale or exchange.
- 2.10. Be aware that purchase, sale and exchange rates quoted on the Trezor Suite are set directly by the Providers. You acknowledge that we do not assume any liability for a failure of the Provider to uphold the quoted rate, for any changes to the quoted rate and

for any failure to facilitate the purchase, sale and exchange using the quoted rate.

- 2.11. Before submitting any transaction, we advise you to ensure that the amount of cryptocurrency to be purchased, sold or exchanged is correct and that you agree to the quoted rate. You are also solely responsible for providing the correct receive address as well as the correct amount of cryptocurrency coins you desire to trade.
- 2.12. As mentioned above, we are not the provider of the service and therefore we cannot, and will not, reverse a submitted transaction. You acknowledge that you may not change the information once the quote has been submitted.

### **3. AVAILABILITY**

- 3.1. We seek to provide continuous uninterrupted operation of our Services, so you can access and use them at any time. However, you acknowledge that due to maintenance, repairs or exceptional outages we cannot guarantee uninterrupted (100 %) availability.
- 3.2. In the event that the Services are unavailable due to a planned temporary maintenance shutdown, we shall make an effort to inform you thereof in advance. However, under no circumstances, irrespective whether you have been notified in advance or not, are we liable for any damage incurred by you as a consequence of the Services unavailability.
- 3.3. Without prejudice to the above we are not obliged to maintain the Services availability and operation, 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 vis maior event is, among other things, a serious hacking attack.

### **4. WARRANTIES AND LIABILITY**

#### **Warranties and Liability Limitation**

- 4.1. 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.

- 4.2. 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.
- 4.3. 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 for using the Services.
- 4.4. 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.

#### **Indemnity**

- 4.5. You agree to indemnify and hold harmless Invity, 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.

#### **Financial Risk**

- 4.6. Under no circumstances shall any information within the Trezor Suite or provided to you by us constitute financial, investment or professional advice, unless explicitly stated so.
- 4.7. 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.

- 4.8. You represent that you understand all the risks involved in purchasing, selling and exchanging cryptocurrency coins. You represent in particular that you understand that the value of cryptocurrency coins may be extremely volatile and that its exchange rate in respect to other cryptocurrencies or to fiat currencies may fluctuate significantly, which could lead to significant and sudden decreases in the value of your cryptocurrency assets.
- 4.9. You consider that not all the associated risks of using cryptocurrencies are identified in these Terms.
- 4.10. You hereby acknowledge, that you are solely responsible for obtaining the necessary information about tax or similar obligations arising in relation to any submitted transactions and for withholding, collecting, reporting and remitting the correct amounts of tax to the appropriate tax authorities. **We are not responsible either for obtaining the above-mentioned information or for the fulfillment of such tax (or similar) obligations.**

#### **Lawful Conduct**

- 4.11. 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.

#### **Personal Data**

- 4.12. The collection of your personal data in connection to the Trezor Suite and/or the Service 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 <https://inivity.io> website.

### **5. COMMUNICATION**

- 5.1. You agree that any communication relating to your access and use of the Services will

be addressed to you electronically via notifications available upon accessing the respective sections of the Trezor Suite or via email (if provided by you in the Trezor Suite interface). You agree to visit Trezor Suite and update your email address regularly to receive any communication we have addressed to you.

- 5.2. 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.
- 5.3. You can contact us electronically via the email address [support@inivity.io](mailto:support@inivity.io). Any electronic communication is considered as delivered when we confirm its delivery to you.

### **6. LAW AND JURISDICTION**

- 6.1. 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 Inivity 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).
- 6.2. 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. Should you have violated or threatened to violate Inivity's intellectual property rights in any manner, Inivity may seek injunctive or other appropriate relief in any court of our choice. You consent to exclusive jurisdiction and venue in such courts.
- 6.3. You agree to notify us of any disputes arising out of or in connection with these Terms

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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.