TREZOR
Trezor Shop Terms and Conditions

Last updated: December 5th, 2019
(“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 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 Shop website immediately.

1. DEFINITIONS

1.1. “Trezor Shop” means an online e-shop located on the Trezor Shop 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.

“SatoshiLabs s.r.o.”, “seller” and “we” mean the commercial company SatoshiLabs s.r.o., with its registered office at Kundratka 2359/17a, Liběň, 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” means the official Trezor website https://trezor.io/ and any subdomains thereof.

“Trezor Shop Website” means the following subdomain of the official Trezor website: https://shop.trezor.io.

“User Account” means the user account created by a visitor to the Website pursuant to the Website Terms of Use to use various services available on the Website.

“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. USER ACCOUNT

2.1. You may be allowed to create the User Account pursuant to the Website Terms of
Use and use it in accordance with such Website Terms of Use.

2.2. If you have created your User Account and placed your Trezor Shop order (when logged in) under your User Account, the order information will be available to you in the User Account section of the Trezor Shop Website.

2.3. You are solely responsible for listing correct and true information when creating and/or editing your User Account. You are also solely responsible for storing your User Account password in secret, so it may not be accessed and abused by any third parties.

2.4. You do not need to create the User Account to successfully place your order in the Trezor Shop. Therefore, under these Terms and Conditions you have no obligation to create and use a User Account.

3. PERSONAL DATA

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

3.2. 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 upon the creation/editing of your User Account and 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 “Legal” section of the Website.

4. HOW TO PLACE YOUR ORDER

4.1. 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.).

4.2. To order the products available in Trezor Shop you must place your order through the Trezor Shop 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).

You acknowledge that if you attempt to place the order (when logged in) under your User Account, some of the required information may be already filled in with the information listed in your User Account.

4.3. Before placing your order, you can view, modify, or cancel the order anytime in the “Shopping Cart” section of the Trezor Shop Website. You can then place the order by clicking on the “Continue to the Payment Gateway” button.

4.4. 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.

4.5. After placing your order, you will receive an email from us acknowledging that we have received your order (the “Order Confirmation”). If you placed the order (when logged in) under your User Account, we may use the email address listed in your User Account; otherwise, we will use the email address listed by you when placing the order.
4.11. The Order Confirmation contains an order token that may be used for any further references to your order.

4.13. 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.

4.14. 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 4.8 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.

5. PRODUCT PRICES AND AVAILABILITY

5.1. On the Trezor Shop 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.

5.2. Any information on the products including product prices and product availability published on the Trezor Shop 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.

5.3. Any information on the products, including product prices and information on the product availability displayed on the Trezor Shop Website, are subject to change without prior notice. The changes are effective from the moment that they are published on the Trezor Shop Website.

5.4. Errors will be corrected when discovered. Despite our best efforts, the products listed on the Trezor Shop 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 Shop Website, we will normally, at our sole discretion, either contact you for instructions before dispatching the product, or reject your order.

5.5. We are subject to taxation for value-added tax (VAT). The prices of the products on the Trezor Shop Website are fixed in a EUR value and are displayed on the Website, usually both including and excluding VAT. In case of any doubt, the displayed price is always considered to be excluding VAT.

5.6. 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 Shop Website.

5.7. Unless stated otherwise, you may use only one discount code or discount coupon per order.

6. PAYMENT METHOD

6.1. You may make your payment either in euros (EUR) using your credit (debit) card, or you may pay with supported cryptocurrencies.

6.2. The credit (debit) card payment is processed by a third-party payment gateway provider, GoPay. Please note that only some credit (debit) cards, including VISA and MasterCard, are supported. You may visit gopay.com for more information on the payment gateway.

6.3. 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.

6.4. Cryptocurrency payment is processed by the third-party payment gateway providers Bitcoinpay and Globee. Please note that only some cryptocurrencies are supported (Bitcoinpay only supports Bitcoin). You may visit bitcoinpay.com and globee.com for more information on each respective payment gateway.

6.5. The third-party cryptocurrency payment gateway providers 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.

6.6. 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.

6.7. 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.

6.8. You consent to receive sales invoices electronically. Electronic invoices will also be made available in the User Account section of the Trezor Shop Website, if you have created your User Account.

6.9. Under Act No. 112/2016 Sb., the Sales Records Act, the seller is required to issue a receipt to the buyer. At the same time, the seller is required to register the received revenue with the tax administrator online, in the event of a technical outage, within forty-eight (48) hours at the latest.

6.10. You acknowledge that we collect VAT on the products sold and invoiced within the territory of the European Union.

6.11. 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.
6.12. 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 SatoshiLabs 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.

6.13. 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 EUR) 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.

6.14. Any Bitcoin refund is calculated from the EUR value of your payment. The amount of BTC that shall be refunded to you shall be calculated using the EUR/BTC exchange rate provided by our Wallet service at the time when we are making the refund payment (the exchange rate in the Wallet service is derived from the public exchange rates provided by Coingecko; for more information, visit coingecko.com).

6.15. 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).

6.16. 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.

7. DELIVERY SERVICE

7.1. Delivery service is provided by third-party carriers such as the national postal service or DHL. Please note that unless otherwise stated on the Trezor Shop Website, delivery estimates displayed on the Trezor Shop 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.

7.2. 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.

7.3. 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.

8. CONTRACT WITHDRAWAL

The following section hereof (Articles 8.1 through 8.11) applies only to the buyer who is a consumer within the meaning of Section 419 of the Civil Code.

8.1. 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.

8.2. 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).

8.3. 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.

8.4. 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.

8.5. 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.

8.6. 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.

8.7. 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 may, therefore, not be awarded a full refund or any refund at all.

8.8. 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.

8.9. 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.

8.10. 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.

8.11. The refunds shall be processed according to the rules set out in Section 6 (in Articles 6.12 to 6.15) hereof.

9. LIABILITY FOR DEFECTS AND COMMERCIAL WARRANTY

9.1. 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 products is delivered to you (the “Liability for Defects”).

9.2. 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”).

9.3. 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.

9.4. 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;
9.5. 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.

9.6. A replacement product or repaired product will be shipped when the original damaged or defective item is received and processed by us.

9.7. 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.

9.8. Your rights under Section 9 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 9 hereof.

9.9. 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.

9.10. 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 Wallet Terms and Conditions.
9.11. 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.

9.12. Please note that in order to pursue any remedy under Section 9 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).

9.13. **Before returning the product, please make sure to have your recover 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.

9.14. 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.

9.15. 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.

9.16. 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.

10. **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.

10.1. 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](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](http://ec.europa.eu/consumer/odr).

11. **APPLICABLE LAW AND CHOICE OF FORUM CLAUSE**

11.1. 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).

11.2. 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 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.

12. FINAL PROVISIONS

12.1. 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.

12.2. The concluded Contract shall be kept by us electronically and shall not be accessible by you.

12.3. 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.

12.4. Any notices and announcements made hereunder or any other messages addressed to you shall be sent by us to your email address specified in the User Account, or made available to you upon logging into your User Account. If you have not registered and created a User Account, the information shall be send to the email address provided when placing your order.

12.5. 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.

12.6. 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.

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

12.8. 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.

Issued in Prague on April 15, 2019
Annex No. 1

To: SatoshiLabs 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 ..................................................
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Refund Bitcoin address (if applicable) ............
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Signature of the consumer
(only if this form is sent by regular mail):
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Date
………………………………………………...