

June 6th, 2017

TREZOR Affiliate Conditions

Overview

- 1. SatoshiLabs s.r.o., ("Company, We, Us"), operates the TREZOR Shop (shop.trezor.io) website ("Website"). As part of its website, Company offers the TREZOR Affiliate Program ("Program"), through which approved Publishers ("Affiliates") providing marketing services through owned or third party websites, subscription services, promotional services, and/or syndicated services are granted a limited, non-exclusive right to: (i) advertise and promote Company's goods and services and the websites in a manner in compliance with this Agreement, (ii) post or circulate an approved graphical or textual internet hyper-link ("Link") to the websites, and (iii) direct visitors to the Websites directly or through other websites further specified as "Destination Sites".
- These Conditions, especially the restrictions apply to our Company's brand, logo and Website as well as the brands, logos and Websites of our Associated Partners, mainly but not exclusively TREZOR™ (trezor.io), SatoshiLabs (www.SatoshiLabs.com), TREZOR Wallet (wallet.trezor.io).
- 3. Destination websites are: trezor.io, buytrezor.com, bitcointrezor.com, mytrezor.com and satoshilabs.com or any subdomains of the listed herein.

Entering Agreement

- 4. The Affiliate acknowledges its acceptance of the Terms and Conditions by having filled his Payout address, having checked the box stating "I have read and accept the affiliate conditions" and having clicked the "Join" button, thereby assenting to these Conditions between Company and Affiliate (also referred to as this "Agreement"). This Agreement shall apply only to Affiliates who accept the Affiliate Conditions of the Program and only Affiliates who accept this Agreement may participate in the Program.
- 5. Other than the payment of the Reward, Affiliate shall have no claims to any additional compensation, commissions or business derived by or through a Destination Sites.
- 6. Participation in Program does not constitute an employment, broker or agency relationship between Affiliate and Company our Associated Partners nor does it create any partnership, joint venture, franchise, or sales representative relationship between the parties. Participation in the Program does not constitute the solicitation of orders by Affiliate for Company. Affiliate is not authorized and is expressly directed not to solicit orders on behalf of Company or Associated Partners. Affiliate is merely advertising Company and Company's products to potential customers.
- 7. Affiliate agrees that Company may share with its Product suppliers, Affiliates' sales statistics or other information provided by Affiliate during registration in the Program. Company will take reasonable steps to maintain the confidentiality of such information.
- 8. Affiliate agrees to comply with all applicable laws and regulations, whether foreign, federal, state or local, applicable to the activities performed hereunder.

Affiliate Rewards

- 9. Affiliates are offered the opportunity to earn a commissions for referring visitors to the Website who complete a Transaction required under the Program ("Reward").
- 10. The commission rate will be set forth within the Affiliate Commission Rates and may be changed from time to time by Company with 7 days notice with effect from the 8thday (or such later date as specified by Company).
- Payment of Rewards earned by Affiliate shall be made by Company only for Confirmed Rewards for Valid Transactions after reaching Payout Threshold.
- 12. A Transaction is considered valid when a Customer referred by Affiliate concludes a payment according his payment instructions, does not cancel his order and does not request a refund under the Refund policy within 30-35 days from Transaction date. Transaction date is the date when We have confirmed to have received the payment for the Customer's Order.
- 13. Confirmed Rewards are Rewards for non-cancelled and non-refunded Orders older than 35 days.
- 14. Unconfirmed Rewards are Rewards for Orders waiting for 35 days to reach their maturity and turn to Confirmed Rewards.

- 15. Total Pending Rewards is a sum of Confirmed and Unconfirmed Rewards that accumulate on Affiliate's Account.
- 16. All-time Rewards is a statistic overview off all Rewards earned and paid out to Affialite since the inception of this Agreement.
- 17. Affiliate Commission or Commission is usually represented by a percentage (%) of the product's final sales price after applied discounts, shipping costs excluded. Commission might be specified differently within special campaigns introduced by our Company.
- 18. Payout Threshold is the total sum of Confirmed Rewards that triggers a payout transaction to Affiliate's Payout Address.

Restrictions

By participating in the Program, the Affiliate agrees:

- 19. to post any number of Links to the Destination Sites on Affiliates' website. The position, location, prominence and nature of such Link on Affiliates' website shall comply with any requirements specified in this Agreement, but shall otherwise be at Affiliates' sole discretion.
- 20. not to make any representation, warranty or other statement concerning Company or the Product, the Destination Sites, Company's supplier and Associated Partners' products or services, except as expressly authorized by this Agreement.
- 21. not to advertise or promote advertisements that are misleading and/or which claim inflated discounts, in Company's sole discretion. Affiliate may only advertise or promote advertisements which state the actual discount that a visitor may derive by clicking on a Link. Affiliate shall not advertise Company's products by taking into account a coupon price without prominently noting that a coupon is being applied to achieve a lower product price. For example, if Company has a product for sale on the Website for \$100, but there is an active Company 10% off coupon for such product, Affiliate may only advertise the product for \$90 by stating in the advertisement that the \$90 price is only available when the coupon is applied i.e., "get this [product] when you use this 10% off coupon."
- 22. not to send any email or other form of electronic message or advertisement containing Company, its Associated Partners' or Product's name, product, website address, metatag or any other type of identifier to any recipient unless the recipient has directly consented to receive such communication from Affiliate or unless Affiliate has a pre-existing business relationship with the recipient. In addition, Affiliate shall provide all recipients of any such communication with the ability to opt out of further communications from Publisher by permitting such recipient to send an unsubscribe email to Affiliate. Affiliate agrees that Company may, audit Affiliate to ensure compliance with this section. Affiliate agrees to provide all necessary information about his promotional activities in regards to this Program.
- 23. not to use trezor.io, www.buytrezor.com, www.bitcointrezor.com, www.mytrezor.com or www.satoshilabs.com as the domain name or URL in any paid search engine marketing campaign, except upon prior written consent by Company.
- 24. Not to engage in typo-squatting, or own a typo domain. Domain names must not include or use misspellings of "trezor" or "satoshilabs". Misspellings of domains include those with missing characters, extra characters, wrong character sequences, and where the wrong key is pressed, e.g. www.trezor.co.uk etc.
- 25. Not to own a domain which includes the trademark of our Company or our Associated Partners. Domains containing the logo of "TREZOR" are strictly prohibited.
- 26. Not to use sites under construction, sites that show or cause any type of error, doorway pages, sites or pages with automatic redirect.
- 27. Not to operate or utilize a website, or email a link to a website, which contains or promotes the following types of content: libelous, defamatory, obscene, abusive, violent, bigoted, hate-related, illegal, cracking, hacking, anti-brand messaging or that offer illegal goods or services.
- 28. To comply with our Company's and Associated Partners' trademark, copyrighting and other intellectual property criteria and requirements.
- 29. To acknowledge that our Company and Associated Partners own and will retain all rights, titles, and interests in all content, including, without limitation, any proprietary rights which may be developed in the future. Use of the Website's and Associated Partner's Websites and content applies exclusively to the benefit of us, and the Affiliate obtains no rights to the content through use thereof.
- 30. Not to use copycat sites, or use any content or images from our Websites or Associated Partners's Websites, except for content and images which have been expressly allowed for use by Affiliate partners. The Affiliate may use the links and/or banner ads we provide to Affiliate Partners only in the form in which they are provided. Subject to the limitations contained herein, the Affiliate may place such links and/or banner ads on own website in whatever location the Affiliate prefers. Affiliates must not hardcode creative/logos but should use those supplied in the affiliate network interface unless previously agreed by Us.
- 31. Not to promote our products using spam or unsolicited commercial email. The Affiliate represents and warrants the following provisions: (a) each addressee on an e-mail list has opted-in to receive e-mails from the Affiliate; (b) upon request by Us, the Affiliate will promptly provide verified optin statuses for all recipients of all current mailing lists used to promote our products; (c) each e-mail sent by the Affiliate will contain clear instructions for addressees to unsubscribe from receiving future e-mails. The Affiliate must not use the our brand name or our Associated partners brand, name or typos in the "From" address line. All Affiliate e-mail correspondence must contain the Affiliate's e-mail addresses.
- 32. Not to commit fraud or submit fake transactions.

- 33. Not to use adware and/or malware to promote our products. The use of parasites (programs that steal traffic from legitimate Affiliates) is strictly prohibited.
- 34. Not to promote our products through means of a customer downloaded application that interrupts the sales journey, without securing an opt-in or its representative. Examples of this are rebate catching tools which alert the user when they land on the merchant website that discounts or cashback are available. If the Affiliate is in any doubt about whether the application is acceptable or not, they should contact Us.
- 35. Not to bid for search engine traffic using the terms "TREZOR", "The Bitcoin Safe", "SatoshiLabs" or similar marks, or any misspellings of them. The Affiliate also agrees not to include the above mentioned keywords in the display URL for purchased keywords. Misspellings include those with missing characters, extra characters, wrong character sequences, and where the wrong key is pressed. It is prohibited to bid on competitors' brand terms. Affiliates must endeavor to remain below TREZOR Shop and our Associate Partner's own paid search ad at all times.
- 36. Not to use a web site that is confusingly similar to our Website, or the websites of our Associated Partners, or which may mislead third parties into thinking the Affiliate is representing our Company our our Associated Partners or is an official partner of Us/them. This includes copying and framing any of Our or our Acossiated Partner's Websites. The Affiliate further agrees not to promote himself in a way that may mislead third parties into thinking the Affiliate is Us, our Associated Partner or an official partner.

Final Notes

- 37. Affiliate acknowledges that We own and has exclusive rights to any and all customer information which comes into the Affiliate's possession as a result of, or relating to, the TREZOR Affiliate Program.
- 38. Our Company may amend these Conditions at any time at sole discretion. If any amendment or change made by Us is unacceptable, Affiliate may terminate his participation in the Program following the release date of a new version the Conditions.
- 39. Affiliate's participation in the Program is at Company's sole discretion. Company may terminate the Affiliate's participation in the Program with fourteen (14) days' notice, or immediately in the case of a breach of these Conditions.
- 40. Our Company has the sole right to determine whether or not a breach of rules occurred. Furthermore, the Affiliate agrees that if the Affiliate is terminated from the Program for any reason, Our Company neither our associated partners bear any responsibility for any loss or damages caused by the Affiliate's termination from the Program.
- 41. Affiliate acknowledges that termination of Affiliate's participation in the Program by Our Company or by Affiliates own decision will result in voiding all rewards pending for payout or rewards that have not reached the payout threshold.

Appendix - Affiliate Commission Rates

As of 1.5.2016,

42. Commission Rates are

Rank	Total of sales	Commission rate
Starter	1-299	5%
Advanced	300-499 (or First Edition owner)	7.5%
Тор	500	10%

43. The Payout Threshold is: 0.02 BTC44. The Frequency of Payouts is: weekly