

# OPOLO Terms and Conditions

Last updated: September 09, 2020.

The following are terms and conditions of a legal agreement between you and OPOLO S.a.r.l. and its affiliates (collectively, “OPOLO”, “we”, “us” or “our”). These terms and conditions (collectively with OPOLO’ Privacy Statement, the “Terms and Conditions”) govern your use of [www.OPOLO.io](http://www.OPOLO.io), (the “OPOLO Website” or “Website”), any mobile applications (the “Applications”), and the services, features, and content we offer (together with the Website and the Applications, “OPOLO Services” or “Services”).

By using the Services, you acknowledge you have read, understood and agree to be bound by these Terms and Conditions and to comply with all applicable laws and regulations. If you do not agree with these Terms and Conditions, you should not use the Website, Applications, or Services.

## 1. OPOLO Services

The OPOLO Services are made up of different services provided through the Website. One of our Services enables you to create account and place an order on the webshop.

Further, OPOLO offers other services and community features through the Website including a forum, a blog, tutorials etc. where you can get in touch with other users or share your experiences.

## 2. Account Terms

You represent and warrant that you are at least 18 years of age to use this Service. If you are under 18 years of age, you may use OPOLO.io only with involvement of a parent or guardian. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms and Conditions are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms and Conditions or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for your use, and not for the use or benefit of any third party.

To use some Services, you must register for an account on the Services (an “Account”). You must provide current, accurate identification, contact, and other information that may be required as part of the Account registration process and/or continued use of the Service, and you must keep your Account information updated. You shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use, as a username, a name that is otherwise offensive, vulgar or obscene. You are responsible for maintaining the confidentiality of your Service password and Account, and are solely responsible for all activities that occur on your Account. You must notify us immediately of any change in your eligibility to use the Services, breach of security or unauthorized use of your Account. You should never publish, distribute or post login information for your Account. We will not be liable for any loss or damage from your failure to maintain the security of your Account and password. We reserve the right to refuse service to or terminate service of anyone at any time without notice for any reason. You shall have the ability to delete your Account, either directly or through a request made to one of our employees or affiliates.

## 3. Ordering

**(a) Placing an order.** To order the Hardware wallet or other products you found through our Services. You can select the quantity of the product you order. As the next step, we ask you to provide us with information we need for the delivery of the products. Finally you will be prompted

for information required to initiate the payment. Depending on the payment method you select you may be redirected to a third party payment provider website. Please be informed that the language to be used during the whole ordering process is English.

**(b) Unacceptable orders, cancellation of orders by us.** If a Hardware wallet or other products are available through our Website, the default assumption is that it is in stock. There are, however, technical or other reasons why OPOLO may not accept or may cancel your order during the entire ordering process, even after our acceptance of your order. Such reasons can be, but are not limited to, the unavailability of the product in stock, or the destination of the delivery you indicated in your order. In case we cancel your partial or entire order, we will contact you via email and, except in cases of fraud or other violations of our policies, issue you a full refund for the cancelled item(s).

**(c) Prices.** The prices displayed on the Website are only indications and are valid only for the moment that they are displayed. OPOLO reserves the right to change its prices on the website at any time without prior notice to you. Such change however will have no effect on orders completed before the posting of a new price on the website. We do our best to prevent errors in the pricing. However, should an error occur, we are not bound by our offer and may cancel the order. In the event of an error, any monies paid related to that order will be refunded to you.

**(d) Payment and price.** The amount indicated on the ordering page includes the fee for the service (such as packing, delivery of the product). The price quoted on the Website includes shipping costs, sales tax (if applicable) but excludes any import duty or taxes (if applicable). OPOLO offers estimated currency conversions as a courtesy to users. These estimates are not guaranteed and may not reflect actual currency conversation rates. If you pay in a currency that is different from the denominated currency of your payment method (which is probably the case if your bank or credit card account is not denominated in U.S. Dollars or Euros), your payment company (such as your credit or bank card issuer) or third-party payment processor may apply a currency conversion rate or fees to your payment. Please contact your provider for information about these fees. These fees are not controlled by or known to OPOLO.

You can initiate your payment for your order via credit card, PayPal.com, Stripe.com or bank transfer. If you choose to pay using PayPal you will be directed to the PayPal.com website. In case you choose to pay by bank transfer you will receive the payment instructions via email from OPOLO after confirmation of your order.

OPOLO shall not be responsible in any way for the payment process done via the PayPal.com website. Please familiarize yourself with PayPal's terms of use.

For orders paid for via credit card or PayPal, OPOLO will begin order processing after authorizing and holding payment. For orders paid for via bank transfer, OPOLO will begin order processing after the funds arrive in the OPOLO bank account.

**(e) Acceptance** After accepting your order we will send you an order confirmation by e-mail to the address associated with your OPOLO Account. The order confirmation will be effective as of the date on which the order confirmation is sent to you. If we cannot accept your order we will contact you by email. You should verify the details in the confirmation email. If there are errors you should contact us as soon as possible by sending an email to [hello@opolo.io](mailto:hello@opolo.io).

**(f) Order Tracking** Through the Website or – if you choose so – via e-mail notifications, you can track the status of your order e.g. accepted order, produced, dispatched, delivered etc.

**(g) Shipping** Your order will be delivered to your shipping address. We deliver to multiple countries. You can only select those countries as your shipping address during the ordering process. We will use our commercially reasonable efforts to ship the products to the shipping address within the delivery time indicated in our confirmation email; nevertheless, depending on your shipping address it may take longer time. Any shipping and delivery dates given by us are only best estimates and we are not liable for any damage or cost caused by delay in shipping or delivery. Title and risk

of loss is transferred to you upon transfer of the goods from OPOLO to the shipment carrier (FOB Shipping Point, EX Works).

**(h) Cancellation of your order, return of the Hardware wallet.** Due to the secure nature of our Services, you cannot cancel your order after it goes into processing. Additionally, except where required by law we are not able to refund purchases of a "**Hardware wallet**", "**Gift Card**" or a "**Special discounted items**" at any point. Orders that contain non-refundable items are still cancelable, however note that refund or cancellation will not apply to items in the order that are non-refundable.

#### **4. Warranty; Disclaimer.**

We have no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding: (a) which users gain access to the Services; (b) what content you access via the Services; or (c) how you may interpret or use the content.

You release us from all liability for you having acquired or not acquired content through the Services. We make no representations concerning any content (including without limitation Hardware wallet) contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or content (including without limitation Hardware wallet) contained in or accessed through the Services.

THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

**PLEASE NOTE THAT, UNLESS OTHERWISE STATED IN THE DESCRIPTION FOR A SPECIFIC MATERIAL, THE MATERIALS WE USE FOR MANUFACTURING THE HARDWARE WALLETS SUITABLE ONLY FOR HARDWARE KEY STORAGE PURPOSES AND THEY ARE NOT SUITED FOR ANY OTHER PURPOSE. THE HARDWARE WALLET SHOULD NOT COME IN CONTACT WITH ELECTRICITY (OTHER THAN CONNECTING VIA USB) OR FOOD OR LIQUIDS AND SHOULD BE KEPT AWAY FROM HEAT.**

Without limiting the generality of the foregoing, we assume no responsibility or liability for the selection of materials.

#### **5. Use of the OPOLO Website**

Copyright and all other proprietary rights in the content of the Website and the Services (including but not limited to software, audio, video, text and photographs and excluding all User Generated Content) rests with OPOLO or its licensors. All rights in the content not expressly granted herein are reserved. Except as otherwise provided, the content published on this Website may be reproduced or distributed in unmodified form for personal, non-commercial use only, provided that it is attributed to OPOLO. Any other use of the content, including without limitation distribution, reproduction, modification, display or transmission without the prior written consent of OPOLO is unlicensed by

OPOLO. You also agree that you will not use any bot, spider, other automated device, or manual process to monitor or copy any content from the Service. You agree not to use any bot, spider, or other automated device to drive traffic to a specific model or shop page in order to manipulate where that model or shop appears on the Service. Our rights include rights to (i) the Service developed and provided by us; and (ii) all software associated with the Service. All copyright and other proprietary notices shall be retained on all reproductions.

This Website may provide links to other websites that are not under the control of OPOLO. OPOLO shall not be responsible in any way for the content of such other websites. OPOLO provides such links only as a convenience to you, and the inclusion of any link to any such websites does not imply endorsement by OPOLO of the content of such websites.

Since the OPOLO Service is a web based service, it might be subject to temporary downtime. From time to time we also update our Website, which will result in the Website not being available for a certain period of time. We will endeavor to ensure that the Website operates reliably and consistently, but we do not warrant that the Website will operate uninterrupted without any faults. We do not guarantee that any content will be made available on the Website or through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content or if we are concerned that you may have violated these Terms and Conditions), or for no reason at all and (ii) to remove or block any content from the Services.

We are not responsible for any losses suffered by you as a result of any interruption of the Website, or by the suspension of your access to the Website.

#### **6. Intellectual Property Rights of Hardware wallets and related products**

OPOLO, as a designer, retain all your intellectual property rights in Hardware wallet and relevant products, including without limitation any and all derivative works.

#### **7. Consent to Use of Personal Data**

By using our Services you agree that OPOLO may collect and use personal data about you. Such information collected through the Services shall only be used in accordance with the OPOLO Privacy Statement.

#### **8. Third Party Services.**

The Services may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

#### **9. Payments and Billing.**

Certain of our Services may be subject to payments now or in the future (the "Paid Services"). Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of these Terms and Conditions.

We use a third-party payment processor (the "Payment Processor") to bill you through a payment account linked to your Account on the Services (your "Billing Account") for use of the Paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms and Conditions. We are not responsible for error by the

Payment Processor. By choosing to use Paid Services, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms and you authorize us, through the Payment Processor, to charge your chosen payment provider (your "Payment Method"). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.

YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE ON YOUR ACCOUNT SETTING PAGE. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAID SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES AS SET FORTH ABOVE.

If the amount to be charged to your Billing Account varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), you have the right to receive, and we shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your Payment Method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

Any free trial or other promotion that provides access to a Paid Service must be used within the specified time of the trial.

## **11. Indemnification**

You shall defend, indemnify, and hold harmless us, our affiliates, vendors, and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Services, content, or otherwise from your User Generated Contents, violation of these Terms and Conditions, or infringement by you, or any third party using your Account or identity in the Services, of any intellectual property or other right, claim or action, including but not limited to personal injury or property damage of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses. This indemnity also includes third party suppliers who work with OPOLO to perform all services.

## **12. Limitation of Liability**

IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, OR SUPPLIERS, BE LIABLE UNDER ANY CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOSS OF INCOME, LOSS OF PROFITS, LOSS OF CONTRACTS, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, COMPENSATORY

OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND (HOWSOEVER ARISING) , (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE GREATER OF (A) THE FEE RECEIVED FROM YOU BY OPOLO FOR THE USE OF THE SERVICES DURING THE IMMEDIATELY PRECEDING THREE (3) MONTHS PERIOD OR (B) \$50.00.

### 13. **Applicable Law**

These Terms and Conditions and the use of Services shall be governed by the laws of Luxembourg, without regard to the conflicts of law principles thereof that would apply the law of any jurisdiction other than Luxembourg. You agree that any and all disputes arising from or relating to the subject matter of these Terms and Conditions, including disputes relating to the validity thereof, and any disputes related to the use of the Services, shall be governed by the exclusive jurisdiction and venue of the courts located Luxembourg.

### 13. **Entire Agreement**

The terms in these Terms and Conditions, the OPOLO Privacy Policy, and, if applicable, the OPOLO Shop Terms of Service and/or OPOLO API Terms, as well as any applicable terms, conditions, policies, requirements or limitations contained in the Services constitute the exclusive and complete agreement between OPOLO and You. OPOLO will not be bound by, and specifically rejects, any term, condition, obligation, or other provision which is different from or in addition to the provisions of these Terms and Conditions or which may be in any order, receipt, acceptance, confirmation, correspondence or other document.

### 15. **Miscellaneous**

**(a) Force Majeure.** We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

**(b) Assignment.** These Terms and Conditions are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

**(c) Agency.** No agency, partnership, joint venture, or employment relationship is created as a result of these Terms and Conditions and neither party has any authority of any kind to bind the other in any respect.

**(d) Notices.** Unless otherwise specified in these Term and Conditions, all notices under these Terms and Conditions will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to [hello@opolo.io](mailto:hello@opolo.io).

**(e) No Waiver.** Our failure to enforce any part of these Terms and Conditions shall not constitute a waiver of our right to later enforce that or any other part of these Terms and Conditions. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms and Conditions to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

**(f) Headings.** The section and paragraph headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

**(g) Feedback.** Since we always want to further improve our Services, we welcome all comments, suggestions, recommendations and feedback (collectively, the “Feedback”). You hereby grant to us

a world-wide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Services.

#### **16.Contact Information**

If you have any questions regarding these Terms and Conditions or the Services, you can contact us by sending an email to [hello@opolo.io](mailto:hello@opolo.io).

#### **17. Changes to These Terms**

We reserve the right to change these Terms and Conditions from time to time and will post any revisions on our Website and may also provide notice to you through the service or via email. Therefore we encourage you to check the Website often to read the latest version. All transactions are subject to the Terms and Conditions in effect at the time of the transaction.

SHOULD YOU EXPERIENCE ANY PROBLEMS, PLEASE CONTACT US AND WE WILL DO OUR BEST TO FIX IT AS SOON AS POSSIBLE. OPOLO MAY CONTACT YOU TO ASK YOU ABOUT YOUR EXPERIENCES.