



BTC Inc/BTC Media, LLC

### **Ordinal Auction Channel Terms and Waiver**

**All ordinal auction channel participation will be conducted within the framework of the rules listed below and other provisions that may be added by BTC Inc. You will also be asked to agree to terms required by the auction platform before you can participate. Do not participate if you do not agree with the terms. By participating you are agreeing to be bound by the terms. By participating, you also agree to assume all risk. You agree that neither BTC nor any affiliated auction platform can or will be held responsible for any resulting losses or damage to you.**

By participating in this auction channel and agreeing to these terms and conditions, you assume all risk of loss or damage regardless of cause or source of loss or damage. BTC Inc offers no warranty of goods or services with your purchase, and no guarantees of any kind, should you win or not win any auction, that human and/or nonhuman error, failure, malfunction or mistake will not occur in the course of your auction, payment transmission, and/or receipt of inscription ("ordinal"). You alone voluntarily assume all risk of loss as your sole responsibility.

1. The descriptions of ordinals appearing in the auction and in advertising prior to the auction are believed to be correct. Nevertheless, neither those descriptions nor any oral statements made by BTC Inc or Auctioneer and employees concerning any item/lot shall be construed as a warranty, either expressed or implied. ITEMS ARE ALL SOLD AS IS - WHERE IS – HOW IS and WITH ALL FAULTS, known, apparent, or otherwise. Any dissatisfaction you have with your item will not constitute grounds for any claim, adjustment, refund, termination of the contract for sale, or refusal to close the sale, against BTC Inc.
2. The Master [Terms and Conditions of BTC Inc](#) apply to this and any other platform of BTC on which you choose in your sole and voluntary discretion to be active on. If you do not agree with our Master Terms, you should not participate.
3. Despite efforts to avoid the withdrawal of items from the sale after they are listed it may sometimes be necessary. BTC reserves the right to do so at any time before or during the sale.
4. Should you win the bidding for any ordinal(s) at auction, your subsequent ownership of ordinal(s) will consist of the right to personal noncommercial use only. BTC Inc shall exclusively retain all worldwide intellectual property rights to the content, including but not limited to commercial rights. You will have the right to resell the ordinal but you will not have any associated publicity or marketing rights under any circumstances including but not limited to any resale by you, nor will you have the right to convey any rights other than the personal noncommercial rights you have acquired. You accept all responsibility

for and agree to indemnify, defend and hold harmless BTC Inc and its employees, governing body, officers, owners, affiliates, subsidiaries, directors, agents and representatives from and against any and all claims, losses, damages, liabilities, judgments, fees, costs and expenses (including reasonable attorneys' fees and expenses) related to, arising from or associated with your participation in our Auction channel and/or any ordinals Auction, and/or the participation of your agents or representatives on these platforms.

5. BTC Inc is not responsible for statements made by other parties.
6. If your dissatisfaction occurs with the Auction sale in any way, your only recourse is to immediately discontinue use of the auction platform.
7. BTC Inc cannot, and will not, be held responsible for any interruption in service, errors, and/or omissions, caused by any means and does not guarantee continual, uninterrupted or error free service or use of this channel or the Auction platform. You acknowledge that ordinals Auctions are conducted electronically and rely on hardware and software that may malfunction without warning. BTC Inc or the Auctioneer, in their sole discretion, may void any sale, temporarily suspend bidding and re-sell any item/lots that are affected by any malfunction. The decisions of BTC Inc and the Auction platform will be final.
8. You acknowledge and warrant that you have read BTC Inc's Privacy Policy [here](#).
9. No legal advice is intended or implied by anything contained herein this Auction channel. No obligation, liability, responsibility, accountability or burden is undertaken, assumed or otherwise imposed by maintaining the BTC Auction channel.

**Your use of this channel marks your acceptance in full of these Terms and Conditions.**