

## TERMS OF SERVICE FOR ORDINALS INSCRIPTION SERVICE ('Terms')

### Overview

Anycoin Direct provides a service for minting NFTs (Non-Fungible Tokens) on the Bitcoin blockchain network using the Ordinal tool, the Ordinal Inscription Service ('Service'). However, we do not offer wallet, exchange or brokerage services related to this Service. Anycoin Direct has no custody or control over the created NFTs or blockchains you interact with, and we do not conduct purchases or sales of NFTs. To use, you must use a third-party wallet to receive the minted NFT.

As a service provider, Anycoin Direct is not a party to any agreement between users. You are entirely responsible for verifying the identity, legitimacy, and authenticity of the intellectual property you use from third parties and store on the Bitcoin blockchain network using our Service. Anycoin Direct makes no claims about the identity, legitimacy, functionality, or authenticity of users or NFTs (including any content related to such NFTs) visible on the blockchain.

### 1 Applicability

Phoenix Payments B.V. is a private company with limited liability established under Dutch law, with its registered office at Veghel, the Netherlands, entered in the Dutch Chamber of Commerce under the number 59466197, and acting under the name 'Anycoin Direct', hereafter referred to as: 'Anycoin Direct'. The Service is reachable at <https://anycoindirect.eu/en/buy-bitcoin/ordinal-inscription> and is administered by Anycoin Direct.

In order to make Anycoin Direct's Service accessible to you, you do not need an Account with Anycoin Direct.

By using the Service, you represent and warrant that all information you provide is true, accurate, current, and complete. You understand and agree that you are solely responsible for complying with these Terms, and for any consequences resulting from your breach of these Terms. Anycoin Direct assumes no responsibility or liability to you or any third party for any losses or damages resulting from your failure to comply with these Terms.

### 2 Order process

To create an NFT by linking a picture to a satoshi, follow the steps below:

1. First, you will need a Bitcoin blockchain address and a third-party wallet, such as Sparrow Wallet, to receive the NFT minted by the Service.
2. Fill in the Bitcoin address and ensure that it is a taproot address.
3. Upload a JPG, JPEG, PNG or GIF file. More filetypes will be possible soon. Please make sure the document is not larger than 300KB.
4. Select the appropriate fee based on the speed of service you require (Economy, Low, Medium, High). Fees are based on the file size in kilobytes, the speed of service and a fee for Anycoin Direct.
5. Review the transaction details, including the fee, the destination address and confirm by clicking on 'buy'.
6. In the following screen you are required to pay your order. This can be done with either BTC or Lightning.
7. After payment you will be directed to an order detail screen.
8. Once confirmed, the Service creates an NFT by linking the uploaded picture to a Satoshi, and the NFT will be sent to your wallet address.

Please note that once the NFT is created, it cannot be edited or modified. Also, keep your wallet and its credentials secure and do not share them with anyone to ensure the safety of your NFT and associated assets.

Please also note that it is strongly advised that you only use the wallet to receive NFTs and that you do not perform any other transactions with this wallet. If you perform transactions, you may inadvertently send away and lose the NFT.

### **3 User restrictions and compliance with laws**

By using the Service, you represent and warrant that you will comply with all applicable laws, rules, and regulations, including your local, European, and international laws. You acknowledge that you are solely responsible for compliance with all laws that may apply to your use of the Service, including laws relating to the transfer or ownership of digital assets.

You also represent and warrant that you are not located in a country subject to a European embargo or designated by the EU (European Union) as a "terrorist supporting" country. In addition, you represent and warrant that you have not been placed on a list of prohibited, sanctioned, or restricted parties. If Anycoin Direct becomes aware of any violation of applicable laws or regulations, we may be required to take appropriate action, which may include notifying the relevant authorities.

By accessing or using the Service, you agree to comply with all applicable laws and regulations, as well as the following user restrictions. You agree that you will not:

- Use the Service for illegal or unauthorized purposes, including creating or displaying illegal content, such as content related to child sexual exploitation, or encouraging or promoting activities that violate the Terms;
- Use the Service to conduct financial activities subject to registration or licensing, including creating, selling, or buying securities, commodities, options, or debt instruments;
- Use the Service for money laundering, terrorist financing, or other illegal financing;
- Use the Service to buy, sell or transfer stolen items, fraudulently obtained items, unauthorized items, and/or other illegally obtained items;
- Use the Service for price manipulation, fraud, or other deceptive, misleading, or manipulative activities;
- Use the Service from a sanctioned country or to facilitate transactions involving sanctioned persons or located in a sanctioned country;
- Create or display illegal content, such as content related to the sexual exploitation of children;
- Create or display any sexual content;
- Create or display NFTs or other items that promote suicide or self-harm, incite hatred or violence against others, or denounce another individual;
- Violate the intellectual property or other rights of others;
- Artificially manipulate search results or metrics, including ratings, favourites, or other sorting parameters used by Anycoin Direct;
- Reverse engineer, duplicate, decompile, disassemble, or decrypt any aspect of the Service or circumvent any measures used to prevent or restrict access to the Service;
- Sell or resell the Service or attempt to circumvent any fee system;
- Use the Service to create, sell, or buy NFTs or other items that entitle owners to participate in an ICO (Initial Coin Offerings) or securities issue, or that are redeemable for securities, commodities, or other financial instruments;
- Use the Service in a manner that may interfere with, disrupt, negatively impact, or prevent other users from fully enjoying the Service;
- Send spam, including unsolicited NFTs to wallets that are not yours.

If we believe that you have violated any of these restrictions, we reserve the right to take action, with or without notice. Verifying the authenticity, legitimacy, and other details of any transaction or minting order you place is solely your responsibility.

#### **4 Network fee and refunds**

A network fee is required to process and confirm transactions, and this fee is paid by the user. The fee consists of the transaction fee and the fee for Anycoin Direct. The total fee is displayed together with a buy button. After paying for the order with BTC or Lightning, the NFT is minted. Anycoin Direct does not offer refunds once the transaction that mints the NFT has been broadcast to the Bitcoin network.

#### **5 Wallet**

When you use your wallet with the Service, you acknowledge that you are subject to the Terms and conditions of the applicable wallet provider. Anycoin Direct does not manage or maintain wallets for this Service and has no control over the contents of your wallet. Therefore, Anycoin Direct assumes no responsibility or liability in connection with your use of any wallet and makes no representations or warranties regarding the compatibility of any wallet with the Service. It is your sole responsibility to keep your wallet secure, and you should never share your wallet information or seed phrase with anyone. If you experience any problems regarding your wallet, please contact the provider of your wallet. In addition, you are solely responsible for your wallet and any associated wallet, and we are not responsible for any acts or omissions by you in connection with your wallet or any compromise of your wallet.

#### **6 Eligibility to use the Service**

To use the Service, you must be at least 18 years of age. If you are between the ages of 13 and 17, you may use the Service only with the permission and supervision of a parent or legal guardian. The parent or legal guardian is responsible for any actions you take while using the Service. The Service is not intended for use by children under the age of 13. Therefore, if you are under the age of 13, you may not use the Service.

#### **7 Third party content and transactions**

We make no claims about the legitimacy, functionality, or authenticity of NFTs. You are responsible for verifying the legitimacy, authenticity, and legality of NFTs you create through our tool. Anycoin Direct is not a party to any agreement between users and their counterparties.

#### **8 Assumption of risk and disclaimer**

Use of our Service involves certain risks that you acknowledge and accept, including:

- The subjective value and volatility of NFTs, whose prices may fluctuate, and the potential for losses.
- Anycoin Direct has no control over public blockchains and certain smart contracts or protocols integral to completing transactions on such blockchains. Also, blockchain transactions are irreversible, and Anycoin Direct has no authority to reverse transactions on the blockchain.
- The use of the Internet and blockchain-based products involves risks, including those related to hardware, software, and Internet connections, as well as the possibility of malicious software and unauthorized third-party access to your wallet or account. You understand that Anycoin Direct shall not be liable for any communication failures, interruptions, errors, disruptions or delays you experience while using the Service or any blockchain network.
- The Service relies on Third Party Providers, and any failure or disruption of these Third-Party Providers' services or platforms may affect access to and use of the Service.
- If you have a dispute with one or more users, you release Anycoin Direct from any claims, demands or damages of any kind, known or unknown, arising out of or in any way related to such disputes.

By agreeing to the release of these Terms, you waive any protections, legal or otherwise, that would limit the scope of this release to claims that you know or suspect exist in your favour at the time you agree to this release.

Your access to and use of the Service is at your own risk. Anycoin Direct provides the Service on an "as is" and "as available" basis, and we expressly disclaim any warranties or conditions of any kind, whether express or implied. Anycoin Direct (and its third-party providers) makes no warranty or representation and disclaims all responsibility for whether the Service will: (A) meet your requirements; (B) be available on an uninterrupted, timely, secure, or error-free basis; or (C) be accurate, reliable, complete, legal, or secure. Anycoin Direct disclaims all other warranties or conditions, express or implied, including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

We are not liable for any loss or injury incurred because of any action taken in reliance on any material or information on the Service. Although we endeavour to make your access to and use of the Service secure, we cannot guarantee that the Service, content, content linked to or associated with NFTs, or NFTs with which you interact through our Service or our Service providers' servers are free of viruses or other harmful components. We cannot guarantee the security of any data you disclose online. No advice or information, whether oral or obtained from the Anycoin Direct parties or through the Service, shall create any warranty or representation not expressly set forth herein. You accept the inherent security risks of providing information and transacting online over the Internet and will not hold Anycoin Direct responsible for any breach of security.

We are not responsible or liable to you for any loss, and assume no responsibility for, and shall not be liable to you for, any use of NFTs, content, and/or content linked to or associated with NFTs, including but not limited to any loss, damage, or claims arising from: (A) user errors, incorrectly constructed transactions, or mistyped addresses; (B) server failures or data loss; (C) unauthorized access or use; and/or (D) unauthorized third-party activity, including but not limited to the use of viruses, phishing, brute forcing, or other means of attack against the Service or NFTs.

NFTs exist only by virtue of ownership records maintained in the bitcoin blockchain. Any transfers or sales take place on the Bitcoin blockchain. Anycoin Direct and/or any other Anycoin Direct party cannot affect or otherwise control the transfer of title or right to any NFTs or underlying or associated content or items.

No Anycoin Direct party is responsible or liable for any loss or injury incurred because of vulnerability or any form of malfunction, abnormal behaviour of software (e.g., wallet, smart contract), blockchains or other functions of the NFTs. No direct party of Anycoin is responsible for losses or injuries resulting from late notifications by developers or representatives (or no notification at all) of problems with the blockchain supporting the NFTs, including forks, technical node problems, or other problems resulting in losses or injuries.

## **9 Access and compatibility**

Please note that from time to time the Service may be temporarily inaccessible or unusable due to equipment failure, maintenance, repairs, or other causes beyond our control. We cannot guarantee that the Service will always be available without interruption or errors.

## **10 Indemnification**

By agreeing to these Terms and accessing the Service, you agree, to the fullest extent permitted by applicable law, to indemnify, defend and hold harmless Anycoin Direct, its affiliates, licensors and

service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns (individually and collectively, the "Anycoin Direct Parties") from and against any and all claims, liabilities, damages judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) ("Claims") arising out of or relating to (a) your use or misuse of the Service, content, NFTs, or content linked to or associated with NFTs, (b) your submissions to the Service, (c) your violation or breach of any term of these Terms or applicable law, (d) your violation of the rights of or obligations to any third party, including any other user or third party, and (e) your negligence or wilful misconduct. You agree to immediately notify Anycoin Direct of any claims and to cooperate with the Anycoin Direct Parties in the defence of such claims. You further agree that the Anycoin Direct Parties have control over the defence or settlement of any Claims.

This indemnification is supplementary to any other indemnification clauses stated in any agreement between you and Anycoin Direct and does not replace or substitute them.

### **11 Miscellaneous**

These Terms constitute the entire agreement between you and Anycoin Direct with respect to your access to and use of the Service and supersede all prior agreements relating to the subject matter of these Terms. These Terms, and any rights and licenses granted hereunder, may not be assigned, or transferred by you without the prior written consent of Anycoin Direct, and the failure of Anycoin Direct to exercise any right or provision under these Terms shall not constitute a waiver of such right or provision. No waiver by any party of any breach or default hereunder shall be deemed a waiver of any prior or subsequent breach or default. Section headings used herein are for reference only and shall not be construed as having legal effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to grant any third-party rights to any other person or entity.

### **12 Data protection**

If you use the Service, Anycoin Direct processes the following personal data:

- IP-address;
- Wallet address;
- Any personal data you capture in the image that you want to mint;

If you contact our Customer Support department through chat and/or e-mail for any questions and/or comments, Anycoin Direct processes your name and email address. All other Personal Data provided by you directly or indirectly to Anycoin Direct will be deemed to have been provided voluntarily and with consent. Providing unsolicited (special categories of) Personal Data is your own responsibility and own risk. Anycoin Direct will not be liable for the processing of such Personal Data. By using the Service, you agree that we process your personal data for the performance of the contract between you and Anycoin Direct.

### **13 Applicable laws**

Dutch law is applicable to the Service and the agreement between you and Anycoin Direct.

### **14 Amendments and additions**

- a) Changes and amendments to these Terms may be made by Anycoin Direct at any time and shall be effective from the moment you access the Service.
- b) Should a provision of these Terms be invalid, contestable, or unenforceable, the validity of these Terms shall remain unaffected, if this corresponds to the intention of the parties to these Terms as it emerges from the provisions of these Terms in their context.
- c) Anycoin Direct develops its activities within a modern sector with new possibilities and situations. For these reasons, situations may arise which have not been anticipated by these

Terms. In such cases, Anycoin Direct will decide what solution is reasonable and realizable, as well as fair to both parties.

### **15 Communication**

If you have any questions, declarations, or notifications about these Terms, you can address these by email to [support@anycoindirect.eu](mailto:support@anycoindirect.eu).