

Ailu Inscription Terms and Conditions Agreement (“Agreement”) is a legally binding agreement by and between, on the one hand, Endangered Labs, LLC (“Endangered Labs”) and, on the other hand, any user of the Endangered Labs Website (defined below) (“User”) or any Purchaser of an Ailu Inscription (defined below). Endangered Labs and each User or Purchaser may be referred to throughout this Agreement collectively as the “Parties” or individually as a “Party.”

1. Definitions

“Website” means the Endangered Labs website at www.endangeredlabs.io.

“Inscription” means unique data inscribed on individual satoshis on the Bitcoin blockchain, also known as digital artifacts [parent Inscription [#63312628](#)]

“Ailu Inscription” means an Ailu branded or themed Inscription of digital data that is viewable as an image created by or on behalf of Endangered Labs.

“Derivative Ailu Inscription” means a work that a Purchaser has derived from an Ailu Inscription.

“Purchaser” means a person or entity who lawfully acquires an Ailu Inscription from Endangered Labs.

“Subsequent Purchaser” means a person or entity who lawfully acquires an Ailu Inscription from a person or entity other than Endangered Labs.

2. Website Use

This Agreement applies to use of the Website. By accessing or using the Website, including the purchase of products and services, Users agree to be bound by this Agreement and to use the Website only for lawful purposes. Use of the Website is subject to Endangered Labs’ Privacy Policy.

This Website and all content included on or in the Website, including text, images, videos, information, data, software, photographs, graphs, videos, graphics, music, sounds, and other material (“Content”) may be protected by trademark, copyright, and/or other proprietary rights owned by Endangered Labs, and these rights are valid and protected in all forms, media, and technologies existing now or developed in the future. Except to the extent that Users acquire Ownership of, and Licenses to, Ailu Inscriptions in accordance with this Agreement, Users may not (1) use the Content or any part thereof for their own purposes, (2) remove or modify any copyright, trademark, or other proprietary notice contained in any Content, (3) modify or alter the Content, copy, or post the Content, or broadcast the Content in any media.

3. Ownership

a. Purchase. Upon purchasing an Ailu Inscription from Endangered Labs, Purchaser owns all personal property rights to that Ailu Inscription including the right to freely sell, assign, or otherwise transfer the purchased Ailu Inscription subject to the provisions herein (“Ownership”). Since Purchaser’s ownership of an Ailu Inscription is recorded on the Bitcoin blockchain, Endangered Labs cannot seize, freeze, or otherwise modify ownership of an Ailu Inscription.

b. Restrictions. Purchaser or Subsequent Purchaser may not use the Ailu Inscription in any way that constitutes unlawful, defamatory, harassing, abusive, fraudulent, racist, hateful, vulgar,

cruel, violent, illegal, or obscene activity, or that promotes any such activity. No intellectual property rights, including but not limited to patent, trademark, and copyright, in an Ailu Inscription are assigned or transferred to Purchaser or Subsequent Purchaser upon Purchaser or Subsequent Purchaser acquiring Ownership of such Ailu Inscription. Purchaser or Subsequent Purchaser may not attempt to patent, trademark, copyright, or otherwise acquire additional intellectual property rights in or to an Ailu Inscription.

4. Payment, Fees, and Taxes

a. **Purchase.** Purchaser hereby agrees to purchase the Ailu Inscription at the price provided on the transaction page of the Website (“Purchase Price”) and in accordance with the procedures described on the Website. Acceptance of this Agreement and delivery of the Ailu Inscription is conditioned upon the following terms being met: (a) Purchaser’s payment of the Purchase Price, (b) Purchaser’s provision, through the Website, of a wallet that is compatible with the Website and the Bitcoin network through which the Ailu Inscription will be delivered; and (c) Purchaser’s successful completion, as determined by Endangered Labs in its sole discretion, of any applicable diligence and other processes as requested by Endangered Labs. If Purchaser fails to meet any of the foregoing conditions, Endangered Labs may suspend the delivery of the purchased Ailu Inscription. Endangered Labs reserves the right, in its sole discretion, to limit the number of Ailu Inscriptions that may be purchased by any single person.

b. **Royalties.** The Ailu Inscriptions on Magic Eden have no royalties. Any Purchaser who sells, assigns, or otherwise transfers Ownership of an Ailu Inscription (“Sale Transaction”) does not owe any royalty fees to Endangered Labs for these transactions.

c. **Fee.** Transactions on the Bitcoin network require payment of a fee in Bitcoin cryptocurrency (“Fee”). Endangered Labs is not responsible to pay any Fee for transactions involving Ailu Inscriptions. Each Purchaser or Subsequent Purchaser who initiates a transaction involving Ailu Inscriptions on the Bitcoin network is responsible to pay any Fee for such transaction.

d. **Taxes.** Except for taxes on Endangered Labs’ net income, any Party who engages in a Sale Transaction will be solely responsible to pay any and all sales, use, value-added, and other taxes, duties, and assessments claimed or imposed by any governmental authority (“Taxes”) associated with such Party’s use of the Website or Ailu Inscriptions. Except for income taxes levied on Endangered Labs, each such Party: (a) will pay or reimburse Endangered Labs for all national, federal, state, local, or other taxes and assessments of any jurisdiction, including value-added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed, or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and (b) will not be entitled to deduct the amount of any such taxes, duties, or assessments from payments (including Fee) made to Endangered Labs pursuant to this Agreement.

5. License

a. Personal Use. Subject to Purchaser's continued compliance with this Agreement, and Purchaser's continued ownership of an Ailu Inscription, Endangered Labs grants Purchaser a worldwide, royalty-free, non-exclusive, non-sublicensable license to reproduce, prepare derivative works of, and display that Ailu Inscription solely for the following purposes: (i) for Purchaser's own personal, non-commercial use; (ii) as part of a marketplace that permits the purchase and sale of Ailu Inscriptions, provided that the marketplace cryptographically verifies that each owner of such Ailu Inscriptions is a bona fide owner with the right to sell and display such Ailu Inscription; or (iii) as part of a third-party website or application that permits the inclusion of an Ailu Inscription therein, provided that such website or application cryptographically verifies that each owner of such Ailu Inscription is a bona fide owner with the right to display such Ailu Inscription, and provided that the Ailu Inscription is no longer visible if Purchaser ceases use of the website or application ("Personal Use License").

b. Commercial Use. Subject to Purchaser's continued compliance with this Agreement, and Purchaser's continued ownership of an Ailu Inscription, Endangered Labs grants Purchaser a worldwide, royalty-free, non-exclusive, non-sublicensable license to reproduce, prepare derivative works of, and display that Ailu Inscription for any commercial use ("Commercial Use License"). The Commercial Use License includes the right to (i) sell merchandise products displaying copies of Purchaser's Ailu Inscription; (ii) own or operate a marketplace that permits the use and sale of Ailu Inscriptions, provided that the marketplace cryptographically verifies that each owner of such Ailu Inscriptions are bona fide owners with the right to sell and display such Ailu Inscriptions; (iii) own or operate a third-party website or application that permits the inclusion, involvement, or participation of Ailu Inscriptions generally, provided that the third-party website or application cryptographically verifies that each owner of such Ailu Inscriptions are bona fide owners with the right to display such Ailu Inscription, and provided that the Ailu Inscription is no longer visible if Purchaser ceases use of the website or application; or (iv) earn revenue from any of the foregoing.

c. Transfer. The Personal Use License and Commercial Use License ("Licenses") are non-transferrable, except that where any Party engages in a Sale Transaction, the Licenses transfer from such Party to Subsequent Purchaser. Any Party who engages in a Sale Transaction will ensure Subsequent Purchaser in such Sales Transaction agrees to the terms of this Agreement. Purchaser or Subsequent Purchaser may not sell, assign, or otherwise transfer an Ailu Inscription to a Subsequent Purchaser who is located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. government as a terrorist-supporting country; or is otherwise listed on any U.S. Government watch list.

d. Termination. If Purchaser or Subsequent Purchaser breach any provisions of the Licenses, such Licenses will terminate automatically and any rights under the Licenses will revert to Endangered Labs. Upon termination, Purchaser or Subsequent Purchaser shall cease any and all activity or use, whether personal or commercial, conducted pursuant to the Licenses. All provisions which by their nature should survive the termination of this License shall continue in full force and effect