

1. Introduction

Welcome to **Inscripedia.com** ("Inscripedia," "we," "us," "our"), operated by **Lumiere123 Inc.** ("Lumiere123 Inc."). Inscripedia provides a decentralized marketplace and services that allow users ("you," "User," or "Creators") from around the world to publish, sell, and purchase various types of content, including books, poems, comics, and other literary works (collectively, "Content"). By accessing or using our platform located at **inscripedia.com** (the "Platform"), you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, you may not use the Platform.

2. Acceptance of Terms

By publishing any item (e.g., book, poem, comic) on the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms. These Terms are designed to ensure that the Platform operates smoothly and legally, in compliance with Canadian law and applicable international regulations.

3. Privacy and Data Protection

Your use of the Platform is governed by our Privacy Policy, which complies with global privacy laws, including:

- **Canada's Personal Information Protection and Electronic Documents Act (PIPEDA),**
- **European Union's General Data Protection Regulation (GDPR),**
- **California Consumer Privacy Act (CCPA)** (for U.S. residents), and
- **Other relevant international data protection laws.**

By using the Platform, you agree to the collection, use, and sharing of your personal information as described in our Privacy Policy.

4. Description of the Platform and Ordinal Protocol

Inscripedia allows Creators to publish and sell their works, and Collectors to purchase and display these works as Digital Assets. All transactions on the Platform are conducted using the **Ordinal protocol** on the Bitcoin blockchain. **You acknowledge that the same actions you perform on Inscripedia can be executed using other platforms, protocols, or services;** Inscripedia provides a service but does not restrict your ability to perform the same actions elsewhere.

4.1. Noncustodial Service

Inscripedia facilitates the collection of Digital Assets but does not act as a custodian of any Digital Asset on behalf of any User. You acknowledge that the Ordinal protocol does not grant Lumiere123 Inc. custody, possession, or control of any of your Digital Assets or

cryptocurrency at any time for the purpose of facilitating transactions on the Platform. The Platform is designed to be directly accessible by Users worldwide without any involvement or actions taken by Lumiere123 Inc. or any third party.

5. Creator Responsibilities

5.1. Content Ownership and Rights

- **Originality:** You must be the original creator of the Content you publish or have acquired the necessary rights and permissions to publish and sell the Content.
- **Non-Infringement:** By publishing Content on the Platform, you affirm that you own or have the legal rights to the Content and that it does not infringe on any third-party copyrights, trademarks, or other intellectual property rights in any jurisdiction.

5.2. Compliance with Global Laws

- **Legal Compliance:** You are responsible for ensuring that your Content complies with all applicable laws, including copyright, intellectual property, and privacy laws in both your jurisdiction and any other jurisdictions where your Content might be accessed.
- **Indemnification:** You agree to indemnify and hold harmless Inscripedia and Lumiere123 Inc., its affiliates, officers, directors, employees, and agents from any legal claims, damages, or expenses arising from your Content in any jurisdiction.

5.3. Prohibited Content

You agree not to publish any Content that:

- Is illegal, offensive, defamatory, or violates the rights of others in any jurisdiction.
- Promotes hate speech, violence, or discrimination.
- Infringes upon the intellectual property rights of others, including unauthorized reproduction of copyrighted works, regardless of location.

5.4. Content Removal

- **Right to Remove:** Inscripedia reserves the right to remove any Content that violates these Terms or is deemed inappropriate at its sole discretion, in accordance with Canadian and international laws.
- **Notification:** If your Content is removed, you will be notified and provided with the reasons for its removal.

5.5. Copyright Infringement Claims (Global DMCA and Notice-and-Notice Systems)

In cases of copyright infringement, we comply with applicable laws across various jurisdictions:

- **Canada:** We follow the **notice-and-notice regime** under Canada's **Copyright Act**.

- **United States:** We comply with the **Digital Millennium Copyright Act (DMCA)** for U.S.-based claims.
- **European Union and Other Regions:** For users in the European Union or other countries, we comply with relevant regional copyright laws.

Upon receiving a copyright infringement claim:

- We will forward the notice to the user who uploaded the allegedly infringing content, in line with Canadian and international requirements.
- The content may not be automatically removed, depending on the jurisdiction, but the user will be informed of the complaint.
- **Cooperation:** You agree to cooperate fully with any investigation into claims of copyright infringement.

6. Security and Verification

6.1. Content Authenticity

- **Responsibility:** You are responsible for ensuring the authenticity and originality of your Content, regardless of the country you reside in.
- **Prohibition:** Plagiarism or unauthorized use of third-party Content is strictly prohibited.

6.2. Verification Process

- **Right to Verify:** Inscriptura reserves the right to conduct random checks and verifications to ensure compliance with these Terms across all jurisdictions.

7. User Accounts, Passwords, and Security

- **Accurate Information:** If you register for an account, you agree to provide and maintain true, accurate, current, and complete information about yourself, including adherence to local regulations in your jurisdiction.
- **Age Requirements:** You must be at least 13 years old to register for an account as a Creator and at least 18 years old to place a bid on any Digital Assets. If you are between 13 and 18 years old, you must have the expressed permission of a parent or legal guardian who can accept these Terms on your behalf.
- **Account Responsibility:** You are responsible for maintaining the confidentiality of your account and password. Notify us immediately of any unauthorized use of your account.

8. Intellectual Property Rights

8.1. Platform Content and Trademarks

- **Protection:** The Platform may contain content or features protected by copyright, patent, trademark, trade secret, or other proprietary rights across multiple jurisdictions.
- **Restrictions:** You agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Platform or its content without our prior written permission, applicable globally.
- **Trademarks:** The Inscripedia name and logos are trademarks and service marks of Lumiere123 Inc. Other company, product, and service names and logos used on the Platform may be trademarks or service marks of their respective owners globally.

8.2. User Content License

- **License Grant:** By uploading Content, you grant Inscripedia and Lumiere123 Inc. a non-exclusive, worldwide, royalty-free license to use, display, distribute, and modify your Content in connection with operating and promoting the Platform.

9. Limitation of Liability

9.1. Disclaimer of Warranties

- **As-Is Basis:** The Platform is provided "as is" and "as available" without any warranties of any kind in all jurisdictions.
- **No Guarantee:** We do not guarantee that the Platform will be uninterrupted, error-free, or secure across different legal systems.

9.2. Limitation of Liability

- **Exclusion of Damages:** Inscripedia and Lumiere123 Inc. will not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of your use of the Platform, regardless of location.
- **Cap on Liability:** Our total liability to you for any claims related to the Platform will not exceed the amount you have paid us in the last six months or \$100, whichever is greater.

10. Indemnification

You agree to indemnify, defend, and hold harmless Inscripedia and Lumiere123 Inc., its affiliates, officers, agents, and employees from any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with your access to or use of the Platform, your violation of these Terms, or your violation of any rights of another globally.

11. Changes to Terms

We reserve the right to modify these Terms at any time. Any changes will be effective immediately upon posting on the Platform. Your continued use of the Platform after any changes constitutes acceptance of the new Terms.

12. Miscellaneous

- **Entire Agreement:** These Terms constitute the entire agreement between you and Inscripedia regarding your use of the Platform.
- **Severability:** If any provision of these Terms is found to be unenforceable, the remaining provisions will continue in full force and effect.
- **Waiver:** Our failure to enforce any right or provision of these Terms does not constitute a waiver of such right or provision.
- **No Assignment:** You may not assign these Terms without our prior written consent, and we may assign these Terms at our discretion.
- **Notices:** Notices to you may be made via email or any means. **Inscripedia** may also provide notices by displaying notices or links on the Platform.

13. Governing Law and Jurisdiction

- **International Application:** These Terms are governed by the laws of **Canada**, without regard to its conflict of law principles. However, as a global platform, you agree that **Inscripedia** will comply with the local laws applicable to your jurisdiction to the extent required by law.
- **Arbitration for International Disputes:** Any disputes arising out of or related to these Terms or the Platform will be resolved through binding arbitration conducted in **Canada**, unless prohibited by the local laws of the user's jurisdiction. Where local arbitration is required, the arbitration will follow the procedures of the relevant country.
- **Class Action Waiver:** You agree to resolve all claims on an individual basis and waive any right to participate in a class action or collective legal proceeding, unless prohibited by local law.

14. Ordinal Protocol Usage

Inscripedia operates using the **Ordinal protocol** on the Bitcoin blockchain to facilitate transactions involving Digital Assets. You acknowledge that this protocol is decentralized and operates independently of Lumiere123 Inc. All actions on **Inscripedia** involving the Ordinal protocol can be executed using other platforms or methods. **Inscripedia** provides a service that utilizes the protocol, but users are not restricted to using this platform and may engage with the protocol or similar systems elsewhere.

15. Copyright Complaints (Global DMCA and Notice-and-Notice Systems)

We comply with international copyright laws and local jurisdictional systems:

- **Canada:** We follow the **notice-and-notice regime** under Canada's **Copyright Act**.
- **United States:** We comply with the **Digital Millennium Copyright Act (DMCA)** for U.S.-based claims.
- **European Union and Other Regions:** We adhere to the **European Union Copyright Directive** and other relevant regional laws for copyright claims.

Filing a Copyright Claim: If you believe your work has been infringed upon, please follow the steps in the relevant section of your jurisdiction:

- **Canada:** Provide a notice under the **notice-and-notice** system.
- **United States:** Provide a **DMCA** takedown notice as described in our policy.
- **Other Countries:** Provide a complaint that adheres to your country's copyright procedures.

16. Contact Information

For any questions about these Terms or copyright-related matters, please contact us through our Discord server at discord.gg/inscripediaweb3.