

Website Terms of Use

Last Modified: November 5, 2025

Acceptance of the Terms of Use

These terms of use are entered into by and between you and BTCS Inc., a Nevada corporation (“BTCS,” “Corporation,” “we,” or “us”). The following terms and conditions (“Terms of Use”), govern your access to and use of <https://www.btcs.com> (the “Corporate Site”) and as otherwise provided for herein with respect to the Corporation’s social media pages on various third party social media platforms (each a “Social Media Page”), as well as <https://www.chainq.com> (the “Indexed Data Site”), (the Corporate Site together with the each Social Media Page, and the Indexed Data Site, collectively the “Website”).

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our [Privacy Policy](#), incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Corporation and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

THE WEBSITE AND/OR ITS CONTENT ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED TO CONSTITUTE PROFESSIONAL, REGULATORY, LEGAL OR OTHER ADVICE, INCLUDING WITHOUT LIMITATION LEGAL OR FINANCIAL ADVICE. OUR WEBSITE AND/OR THE CONTENT AVAILABLE THEREIN DO NOT AND CANNOT REPLACE PROFESSIONAL FINANCIAL ADVICE. ANY DECISION MADE OR ACTION TAKEN BY YOU BASED ON THE WEBSITE AND/OR THE CONTENT AVAILABLE THEREIN ARE AT YOUR SOLE RESPONSIBILITY AND LIABILITY.

BTCS IS NOT A FINANCIAL INSTITUTION AND DOES NOT PROVIDE FINANCIAL SERVICES FOR ITS USERS. ANY OPINION, ANALYSIS OR OTHER INFORMATION INCLUDED IN THE WEBSITE AND/OR THE CONTENT AVAILABLE THEREIN DOES NOT CONSTITUTE INVESTMENT ADVICE. CURRENTLY, THE CORPORATION DOES NOT SUPPORT TRADING ACTIVITY, AND THEREFORE WE DO NOT PROVIDE TRADING SERVICES.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in “**Governing Law and Jurisdiction**” will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page regularly, so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the services it offers, you may be asked to provide certain information. It is a condition of your use of the Website that all the information you provide in any submission through the Website is correct, current, and complete. You agree that all information you provide through this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Intellectual Property Rights

These Terms of Use permit you to use the Website only for your personal, non-commercial use or for legitimate business purposes as permitted herein. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use or for your own legitimate business purposes as a current or potential supplier, vendor, investor, or client of the Corporation, and not for further reproduction, publication, or distribution.
- If we provide links to social media features with certain content, you may take such actions as are enabled by such features subject to such third party social media and other third party links and each of their respective terms and conditions.

You must not:

- Modify copies of any materials from the Website.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Website.

You must not access or use for any unauthorized purposes any part of the Website or any services or materials available through the Website, except for legitimate business purposes relating to your role as a potential or current supplier, vendor, investor, visitor, or other user of the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: ir@btcs.com

If you print, copy, modify, download, or otherwise use or provide any other person or entity with access to any part of the Website in breach of these Terms of Use, your right to use the Website will end immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Corporation. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Corporation name, BTCS, Inc., the Corporation logo, and all related names, logos, product names and service marks, trade dress, designs, and slogans are trademarks of the Corporation or its affiliates or licensors. You must not use such marks without the prior written permission of the Corporation. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Copyright Notice

All contents of the Website are Copyright 2021 by BTCS, Inc. and/or its affiliates and licensors. All rights reserved.

Links to Third-Party Sites

The Website may contain links to other websites, social media, and resources provided by third parties (“**Linked Sites**”). The Linked Sites are not under the control of the Corporation and we are not responsible for the contents of any Linked Site, including without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site, or any loss or damage that may arise from your use of Linked Sites. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Corporation of the Linked Site or any association with its operators. If you decide to access any of the Linked Sites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Corporation, a Corporation employee or representative, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Corporation or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

USE OF COMMUNICATION SERVICES

The Website, including each Social Media Page, may contain message or communication facilities designed to enable you to communicate with us (collectively, "Communication Services") and enable you to submit, or transmit to us content or materials (collectively, "Submissions") on or through the Website including on one or more of the Corporation's Social Media Pages. You agree to use the Communication Services only to send and receive messages and material that are proper and related to the particular Communication Service, and that in their entirety comply with all applicable federal, state, local, and international laws and regulations.

MATERIALS PROVIDED TO THE CORPORATION THROUGH THE WEBSITE

The Corporation does not claim ownership of the materials you provide to us (including feedback and suggestions) or any Submissions. Any Submissions must comply with the Use of Communications section of these Terms of Use. Any Submission you make through the Website or a Social Media Page will be considered non-confidential and non-proprietary. By uploading, inputting, providing, or submitting your Submission you are granting the Corporation, its affiliated companies and necessary sublicensees and service providers permission to use your Submission for any purpose including, without limitation, the right to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; and to publish your name in connection with your Submission if we so choose to do so.

No compensation will be paid with respect to the use of your Submission, as provided herein. The Corporation is under no obligation to review or use any Submission you may provide.

By uploading, inputting, providing, or submitting your Submission you warrant and represent that: (a) you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all rights necessary for you to provide upload, input, or submit the Submissions and have the right to grant the license above granted to the Corporation and its affiliates and service providers, and each of their and our respective licensees, successors, and assigns, and (b) your Submission does and will comply with these Terms of Use and the applicable terms and conditions of the third party social media platforms.

You understand and acknowledge that you are responsible for any Submissions you submit or contribute, and you, not the Corporation, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any Submissions made by you or any other user of the Website including any of our Social Media Pages.

Monitoring and Enforcement; Termination

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE CORPORATION AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Copyright Infringement

If you believe that any Submissions violate your copyright, please see our [Copyright Policy](#) for instructions on sending us a notice of copyright infringement.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

The Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Corporation, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not

necessarily reflect the opinion of the Corporation. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on the Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties including with respect to our Social Media Pages, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for

them or for any loss or damage that may arise from your access to or use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with all applicable local laws from your home nation, and the country, state, and city in which you are present while using the Website.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT INCLUDING OUR SOCIAL MEDIA PAGES.

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE INCLUDING OUR SOCIAL MEDIA PAGES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE CORPORATION MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE WEBSITE AT ANY TIME. ADVICE RECEIVED VIA THE WEBSITE INCLUDING OUR SOCIAL MEDIA PAGES SHOULD NOT BE RELIED UPON FOR PERSONAL, LEGAL, FINANCIAL, OR ANY OTHER DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE INCLUDING OUR SOCIAL MEDIA PAGES IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE INCLUDING OUR SOCIAL MEDIA PAGES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE CORPORATION NOR ANY PERSON ASSOCIATED WITH THE CORPORATION MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE INCLUDING OUR SOCIAL MEDIA PAGES. WITHOUT LIMITING THE FOREGOING, NEITHER THE CORPORATION NOR ANYONE ASSOCIATED WITH THE CORPORATION REPRESENTS OR WARRANTS THAT THE

WEBSITE INCLUDING OUR SOCIAL MEDIA PAGES, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE INCLUDING OUR SOCIAL MEDIA PAGES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE INCLUDING OUR SOCIAL MEDIA PAGES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE MAXIMUM EXTENT PROVIDED BY APPLICABLE LAW, THE CORPORATION HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE CORPORATION, ITS AFFILIATES, OR ANY OF THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, MEMBERS, MANAGERS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE INCLUDING ANY OF OUR SOCIAL MEDIA PAGES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE WEBSITE INCLUDING ANY OF OUR SOCIAL MEDIA PAGES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF FORESEEABLE OR IF THE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. ACCORDINGLY, THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE INCLUDING ANY OF OUR SOCIAL MEDIA PAGES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE INCLUDING OUR SOCIAL MEDIA PAGES.

Indemnification

You agree to defend, indemnify, and hold harmless the Corporation, its affiliates, licensors, and service providers, and its and their respective officers, directors, members, managers, employees,

contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your Submissions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, our Privacy Policy including our Privacy Notice for California Residents and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), in a state or federal court, shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, the Website, and these Terms of Use, our Privacy Policy including our Privacy Notice for California Residents, shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Pennsylvania in Montgomery County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE, OUR PRIVACY POLICY INCLUDING THE PRIVACY NOTICE FOR CALIFORNIA RESIDENTS, OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Corporation of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Corporation to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use including our [Privacy Policy](#) (including our [Privacy Notice for California Residents](#)) constitute the sole and entire agreement between you and the Corporation regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website. In the event that any provision contained in this Terms of Use conflicts with any provision in the Privacy Policy (including our Privacy Notice to California Residents), the provision most favorable to BTCS shall govern and control.

Your Comments and Concerns

This website is operated by BTCS Inc., a Nevada corporation.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: ir@btcs.com.