ADVERTISING AGREEMENT  
TERMS AND CONDITIONS  
These Advertising Agreement Terms and Conditions (this “Agreement”), effective as of the date  
both Parties have executed the Accepted Insertion Order (as defined below) (the “Effective  
Date”), is entered into between BTC Media, LLC, a Delaware limited liability company, located  
at 150 3rd Ave. S., Suite 1820, Nashville, TN 37201 (“Publisher”), and the advertiser set forth on  
the Insertion Order, (“Advertiser”, and together with Publisher, the “Parties”, and each, a  
“Party”).  
WHEREAS, Publisher is in the business of publishing in several digital, print, and podcasting  
platforms (as selected by Advertiser in an Accepted Insertion Order, each a “Publication”) and  
selling space within the Publication for advertisements (“Ad Units”);  
WHEREAS, Advertiser desires to purchase from Publisher, and Publisher desires to sell to  
Advertiser, Ad Units to promote Advertiser’s business, services, or products, on the terms  
described herein.  
NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth  
herein, and for other good and valuable consideration, the receipt and sufficiency of which are  
hereby acknowledged, the Parties agree as follows:  
1. Definitions. Capitalized terms have the meanings set forth or referred to in this Section, or in  
the Section in which they first appear in this Agreement.  
1.1.“Accepted Insertion Order” means an Insertion Order delivered to Publisher by  
Advertiser and accepted by Publisher in accordance with the terms of this Agreement.  
1.2.“Ad Units” means the space in each Publication that Publisher sells to Advertiser or a  
third party.  
1.3.“Advertisement” means any advertisement that Advertiser delivers to Publisher  
pursuant to an Accepted Insertion Order.  
1.4.“Editorial Adjacency Guidelines” means any guidelines of Advertiser now existing or  
hereafter implemented, amended, or revised, governing the placement of its  
advertisements within a publication.  
1.5.“Insertion Order” means a written order from Advertiser to Publisher for the purchase  
of Ad Units.  
1.6.“Intellectual Property” means any and all Trademarks; original works of authorship  
and related copyrights and any other intangible property in which any party holds  
proprietary rights, title, interests, or protections, however arising, pursuant to the laws of  
any jurisdiction throughout the world, including all applications, registrations, renewals,  
issues, reissues, extensions, divisions, and continuations in connection with any of the  
foregoing and the goodwill connected with the use of and symbolized by any of the  
foregoing.  
1.7.“Makegood” means a credit, refund, or comparable unit of advertising in a subsequent  
Publication that Publisher provides to Advertiser at no charge to remedy specific errors  
or omissions of Publisher relating to the publication of, or failure to publish, an  
Advertisement.  
1.8.“Publisher Policies” means all policies of Publisher regarding advertisements to be  
published in the Publication, including, but not limited to, submission deadlines, content  
restrictions, Editorial Adjacency Guidelines, and privacy policies, as may be  
implemented or amended by Publisher from time to time.  
1.9. “Trademarks” means all rights in and to US and foreign trademarks, service marks,  
trade dress, trade names, brand names, logos, corporate names, and domain names, and  
other similar designations of source, sponsorship, association, or origin, together with  
the goodwill symbolized by any of the foregoing, in each case whether registered or  
unregistered and including all registrations and applications for, and renewals and  
extensions of, such rights and all similar or equivalent rights or forms of protection in  
any part of the world.  
2. Agreement to Purchase and Sell Ad Units.  
2.1.Purchase and Sale. Subject to the terms and conditions of this Agreement, during the  
Term, Publisher shall sell to Advertiser, and Advertiser shall purchase from Publisher,  
Ad Units requested on Accepted Insertion Orders, on the terms and conditions set forth  
herein and therein.  
2.2.Acceptance, Rejection and Amendment of Insertion Orders. Advertiser shall initiate all  
orders for Ad Units by delivering to Publisher an Insertion Order via e-mail, to the  
address set forth on the Insertion Order. Advertiser shall have the right to cancel or  
amend any Insertion Order delivered to Publisher, without Publisher’s consent, only if  
Publisher has not yet accepted the Insertion Order. Publisher has the right, in its sole  
discretion, to accept or reject any Insertion Order. Publisher shall accept any complete  
Insertion Order by providing a fully executed Insertion Order to Advertiser. No  
Insertion Order is binding on the Parties unless accepted by Publisher, and an Accepted  
Insertion Order can be terminated by the Publisher in accordance with Section 10.3.  
2.3.Conflicting Terms. In the event of any conflict between the terms of this Agreement and  
any Accepted Insertion Order, the terms shall prevail in the following order: first, the  
provisions of the “Notes” section of the Accepted Insertion Order, second, the terms of  
this Agreement, and third, the other terms of the Accepted Insertion Order.  
Notwithstanding the foregoing, the “Summary of Terms” contained in an Insertion Order  
are not legally binding on either Party.  
3. Price and Payment.  
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3.1.Price. Advertiser shall purchase Ad Units from Publisher at the “Net Insertion Rate” set  
forth on the Accepted Insertion Order with rates denominated in USD, plus any  
additional processing fees (such as credit card processing fees or bitcoin processing/  
conversion fees) set forth on the Accepted Insertion Order or charged by Publisher’s  
payment processors. Advertiser may also be subject to a Rewrite Fee, as set forth in  
Section 4.2.  
3.2.Payment. Unless otherwise set forth on the Agreed Insertion Order, Publisher shall issue  
an invoice for each Accepted Insertion Order accepted promptly after acceptance of such  
order. Publisher shall email invoices to Advertiser’s email billing address as set forth on  
the Accepted Insertion Order. Advertiser shall pay all invoiced amounts due to Publisher  
on receipt of such invoice. Advertiser shall make all payments in the method and  
pursuant to the instructions set forth on the Accepted Insertion Order.  
3.3.Invoice Discrepancies. Advertiser shall notify Publisher in writing of any discrepancy  
with an invoice (along with a reasonably detailed description of the discrepancy) within  
30 days from the date of such invoice. Advertiser will be deemed to have accepted all  
invoices for which Publisher does not receive timely notification of discrepancies, be  
they paid or unpaid. Advertiser shall pay all undisputed amounts due under such invoices  
within the period set forth in Section 3.2. The Parties shall seek to resolve all such  
disputes expeditiously and in good faith.  
3.4. Late Payments; Suspension of Work. Except for invoiced payments that Advertiser has  
successfully disputed, Advertiser shall pay interest on all delinquent payments,  
calculated daily and compounded monthly at the rate of 2% per month or the highest rate  
permissible under applicable law. The Parties agree that it is common practice in the  
cryptocurrency industry for payors to delay payment in order to benefit from fluctuations  
in the price of bitcoin and agree that the provision in this Section 3.4 is reasonable.  
Publisher reserves the right to suspend any work on behalf of Advertiser (including the  
placement of Ad Units) until Advertiser’s pays all undisputed delinquent amounts.  
3.5.Makegoods and Refunds.  
3.5.1.If Publisher runs any Advertisement in violation of Section 4, Advertiser’s sole  
remedy shall have the right to demand a Makegood from Publisher in the form of a  
proper run of the Advertisement in another Publication or if such a Makegood is  
impossible or impracticable, in the form of a credit or refund for the cost of the  
Advertisement. If Advertiser demands a refund for any other reason, Publisher may  
choose to provide a full or partial refund, or to provide Makegood in lieu of a  
refund, in Publisher’s sole discretion. Valuation of refund shall be governed by the  
terms of 3.5.2 and 3.5.3.  
3.5.2.Any refund or Makegood provided to Advertiser shall be reduced by any related  
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costs incurred by Publisher, including the costs associated with the utilization or  
independent contractors or Third-Party Networks (as defined below), or the direct or  
indirect the costs associated with any Advertisements that have already been  
published prior to the request of the refund or Makegood.  
3.5.3.Invoices are denominated in USD but customers often pay in bitcoin, and  
occasionally, after bitcoin experiences a price increase, ask for a refund of their  
(now more valuable) bitcoin. Please note, if Advertiser pays Publisher in  
cryptocurrency, such as bitcoin, Advertiser accepts the risk of loss caused by  
fluctuations in the cryptocurrency. Any refund, whether USD, bitcoin or Advertising  
Makegood credit, (which may be less than the full payment amount) will be the  
lesser of: the USD value of the cryptocurrency at the time it was made, or the actual  
number of cryptocurrency paid, at Publisher’s sole discretion. Processing fees are  
not refundable.  
4. Advertisement Requirements.  
4.1.Advertiser Prepared Advertisements. For Advertisements supplied by Advertiser,  
Advertiser shall deliver all Advertisements to Publisher in final format in accordance  
with Publisher’s specifications set forth in the then-current Publisher Policies and within  
Publisher submission deadlines. Subject to Section 4.3, Publisher is not responsible for  
making any corrections to Advertisements.  
4.2.Publisher Prepared Advertisements. If requested by Advertiser in an Accepted Insertion  
Order, Publisher shall prepare one draft of Advertisements or certain elements thereof  
(e.g. artwork). Publisher shall deliver such draft to Advertiser, and Advertiser shall  
comment on the draft (the “Review Period”) within the timeframe dictated by Publisher  
(typically 48 hours), unless additional time is granted by Publisher. Publisher shall  
incorporate such comments and deliver the revised Advertisement to Advertiser. Then,  
Advertiser shall confirm the Advertisement is in final form. Subject to Section 4.3, once  
Advertiser approves a final Advertisement, Publisher is not responsible for making any  
further changes or corrections to Advertisements. If Advertiser does not provide  
comment or otherwise respond to Publisher within the Review Period, Publisher may  
either (i) terminate this Agreement and sell the Ad Units to third parties, without  
providing a refund to Advertiser, or (ii) continue to revise the draft, and publish the  
Advertisement, subject to Advertiser’s payment of a“Rewrite Fee”.  
4.3.Editorial Content. Any Advertisements that might be mistaken for Editorial Content  
must be clearly marked by Advertiser as an “advertisement” or contain similar clear and  
conspicuous disclaimers identifying the Advertisement as such, as determined by the  
Publisher in Publisher’s sole discretion and consistent with Publisher’s policies.  
Publisher reserves the right to require Advertiser to disclose any Advertisement as  
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advertising to avoid confusion with Editorial Content. “Editorial Content” means all  
content of the Publication, excluding any advertisements.  
4.4.Clearances. Advertiser shall be responsible for obtaining all rights, licenses, permissions,  
releases, approvals, clearances, and credit or attribution information, and for payment of  
all royalties, license, or reuse or other fees required for Advertiser to create any  
Advertisement and grant Publisher the right to reproduce, print, disseminate, or  
distribute it in the Publication.  
4.5.Duration of Advertisements. With respect to Ad Units placed in podcasts, Publisher  
shall ensure that Ad Units are included in podcasts as specified in Advertiser’s Insertion  
Order.  
4.6.Publisher Policies and Approval.  
4.6.1. All Advertisements must conform to the then-current Publisher Policies. Publisher  
reserves the right to reject any Advertisement (regardless of whether such  
Advertisement was previously accepted) or terminate this Agreement, for any  
Advertisement which, in its sole discretion, it determines (i) does not comply with  
any Publisher Policy, (ii) is offensive, obscene, or profane, (iii) is defamatory,  
libelous, slanderous, or otherwise unlawful, (iv) is false or misleading; (v) claims  
endorsement in any way by Publisher of any products or services; (vi) may result in  
Publisher violating any law or subject Publisher to legal scrutiny; or (vii) in  
Publisher’s reasonable opinion, is detrimental to the reputation of the Publisher, its  
affiliates, or their respective partners.  
4.6.2.Publisher shall notify Advertiser as soon as reasonably possible of any objection to  
any Advertisement. Publisher may, in its sole discretion, (i) provide Advertiser with  
the opportunity to amend or replace a rejected Advertisement, provided that  
Advertiser meets any and all applicable submission deadlines and Publisher’s  
overall publication schedule or (ii) run a public service announcement or house  
advertising in place of any rejected Advertisement.  
4.7.Editorial Adjacency Guidelines. Advertiser shall provide Publisher with a copy of or  
access to its then-current Editorial Adjacency Guidelines upon delivery of any Insertion  
Order to Publisher. Publisher shall use reasonable efforts to comply with any Editorial  
Adjacency Guidelines of Advertiser. Publisher shall provide prompt written notice to  
Advertiser if Publisher is unable to comply with Advertiser’s Editorial Adjacency  
Guidelines for any reason. If Publisher cannot comply with Advertiser’s Editorial  
Adjacency Guidelines, Advertiser shall have the right to rescind and cancel the related  
Insertion Order without liability.  
4.8.Third Party Advertising Networks. If requested by Advertiser, Publisher may utilize  
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third-party advertising networks (“Third-Party Networks”) for the publication of  
Advertisements. Advertiser appoints Publisher as its attorney in fact to enter into any  
agreements required by the Third-Party Networks, and to place Advertisements on the  
Third-Party Networks. Advertiser agrees that Advertiser will be liable for the costs and  
fees associated with the utilization of a Third-Party Networks, the cost of which shall be  
included in the Net Insertion Rate. Advertiser acknowledges that Publisher has no  
control over the Third-Party Network’s use of the Advertisements, and that Advertiser  
will not hold Publisher liable for any actions or inactions taken by a Third-Party  
Network.  
5. Advertising Agencies. The provisions of this Section 5 shall apply if Advertiser has  
indicated on its Accepted Insertion Order that Publisher shall invoice the Ad Agency (as  
defined below).  
5.1.Use and Obligations of Advertising Agency. Any obligation of Advertiser pursuant to  
this Agreement may be satisfied by any advertising or media agency set forth on a  
Accepted Insertion Order and duly appointed by Advertiser to act on Advertiser’s behalf  
(the “Ad Agency”) and shall be deemed to be an obligation of Advertiser and the Ad  
Agency. Additionally, any right of Advertiser pursuant to this Agreement may be  
exercised by the Ad Agency, and shall be deemed to be a right of Advertiser and the Ad  
Agency.  
5.2.JOINT & SEVERAL LIABILITY BETWEEN ADVERTISER AND AGENCY.  
ADVERTISER AND AD AGENCY SHALL BE JOINTLY AND SEVERALLY  
LIABLE FOR ALL AMOUNTS DUE UNDER THIS AGREEMENT. ADVERTISER  
SHALL PROVIDE PUBLISHER WITH EVIDENCE OF AD AGENCY’S  
ACKNOWLEDGEMENT OF THIS PROVISION AND AGREEMENT TO BE HELD  
JOINTLY AND SEVERALLY LIABLE WITH ADVERTISER FOR ALL AMOUNTS  
DUE UNDER THIS AGREEMENT. Notwithstanding the foregoing, this Section 5.2  
shall not apply to affiliates of Publisher.  
6. Intellectual Property.  
6.1.Advertiser’s Intellectual Property. Subject to the terms and conditions of this  
Agreement, Advertiser grants Publisher a limited, royalty-free, non-exclusive license to  
reproduce, publish, and distribute each Advertisement, including all of Advertiser’s  
Intellectual Property contained therein, in the Publication in accordance with the terms  
of this Agreement and the corresponding Accepted Insertion Order. Other than this  
express license, Advertiser grants no right or license to Publisher by implication,  
estoppel, or otherwise to any Advertisement or Advertiser Intellectual Property.  
6.2.Publisher’s Intellectual Property. All Intellectual Property created by Publisher on behalf  
of Advertiser is the property of Publisher, and Advertiser shall not reproduce such  
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Publisher Intellectual Property without Publisher’s written consent.  
7. Representations, Warranties, and Certain Covenants.  
7.1.Mutual Representations, Warranties, and Covenants. Each Party represents, warrants,  
and covenants to the other that: (a) it is a legal entity duly organized, validly existing,  
and in good standing in the jurisdiction of its incorporation/organization/formation; (b) it  
is duly qualified to do business and is in good standing in every jurisdiction in which  
such qualification is required for purposes of this Agreement; (c) it has the full right,  
power, and authority to enter into this Agreement, to grant the rights and licenses granted  
under this Agreement and to perform its obligations under this Agreement; (d) the  
execution of this Agreement by its Representative whose signature is set forth at the end  
hereof and the delivery of this Agreement by the Party has been duly authorized by all  
necessary corporate action of the Party; (e) this Agreement has been executed and  
delivered by the Party and (assuming due authorization, execution, and delivery by the  
other Party) constitutes the legal, valid and binding obligation of the Party, enforceable  
against the Party in accordance with its terms; and (f) it is now and through the Term  
shall remain in compliance with all laws applicable to the performance of its obligations  
under this Agreement or any Accepted Insertion Order.  
7.2. Advertiser Representations, Warranties, and Covenants. Advertiser represents,  
warrants, and covenants to Publisher that:  
7.2.1.at the time of the Advertisement’s publication and dissemination, any statement,  
claim, or representation made in any Advertisement (i) will be supportable by  
competent and reliable prior substantiation in accordance with all applicable laws,  
including the laws of the Federal Trade Commission, (ii) shall comply with all other  
applicable laws regarding deceptive trade practices, fair competition, and consumer  
protection, (iii) will not promote a security unless pursuant to an applicable  
exemption from securities registration requirements, and the fact that such  
Advertisement promotes a security is noted in the Notes section of the applicable  
Accepted Insertion Order, (iv) will not cause Publisher to violate any law or  
regulation;  
7.2.2.nothing in any Advertisement will, or cause Publisher to (i) violate any law, (ii)  
advocate any illegal activity; or (iii) be defamatory, libelous, slanderous, or  
otherwise unlawful;  
7.2.3.Advertiser has and will retain all rights, licenses, and clearances necessary to  
lawfully use, and authorize Publisher to use, the contents and subject matter  
contained in any Advertisement including: (i) any Intellectual Property; (ii) any  
testimonials or endorsements contained in any Advertisement; (iii) any name,  
recording, photograph, likeness, or identity of individuals, either living or dead,  
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famous, or not famous; and (iv) any other rights, licenses, permissions clearance, or  
approvals which may be necessary;  
7.2.4. to the extent that any Advertisement is delivered to Publisher in electronic form, it  
will not contain any viruses, time bombs, or other devices capable of disabling or  
interfering with any computer systems or software;  
7.2.5.Advertiser shall use the Ad Units solely for its own benefit and not for the  
placement of any third-party advertising; and  
7.2.6.Advertiser shall completely, accurately, and truthfully provide the information  
requested during Publisher’s onboarding process.  
7.3.NO OTHER REPRESENTATIONS OR WARRANTIES; NON-RELIANCE. EXCEPT  
FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN  
SECTION 7, (A) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER  
PERSON ON SUCH PARTY’S BEHALF, HAS MADE OR MAKES ANY EXPRESS  
OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN,  
WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF  
PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE  
EXPRESSLY DISCLAIMED, AND (B) EACH PARTY ACKNOWLEDGES THAT IT  
HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY  
THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH PARTY’S BEHALF,  
EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 7 OF THIS AGREEMENT.  
8. Indemnification.  
8.1.Advertiser Indemnification Obligations. Advertiser shall defend, indemnify, and hold  
harmless Publisher, and its officers, directors, employees, agents, affiliates, successors  
and permitted assigns (collectively, “Publisher Indemnified Party”), against any and  
all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements,  
interest, awards, penalties, fines, costs, or expenses of whatever kind, including  
reasonable attorney fees, fees, and the costs of enforcing any right to indemnification  
under this Agreement and the cost of pursuing any insurance providers (collectively,  
“Losses”), arising out or resulting from any claim alleging: (a) breach by Advertiser or  
its personnel of any representation, warranty, covenant or other obligations set forth in  
this Agreement or any Accepted Insertion Order; or (b) gross negligence or more  
culpable act or omission of Advertiser or its personnel (including any recklessness or  
willful misconduct) in connection with the performance of its obligations under this  
Agreement.  
8.2.Publisher Indemnification Obligations. Publisher shall defend, indemnify, and hold  
harmless Advertiser, and its officers, directors, employees, agents, successors and  
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permitted assigns (collectively, “Advertiser Indemnified Party”), against any and all  
Losses, arising out of or resulting from any third-party claim alleging: (a) material  
breach by Publisher or its personnel of any material obligations set forth in this  
Agreement or any Accepted Insertion Order; or gross negligence or more culpable act or  
omission of Publisher Indemnifying Party or its personnel (including any recklessness or  
willful misconduct) in connection with the performance of its obligations under this  
Agreement.  
8.3.Exceptions and Limitations on Indemnification. Notwithstanding anything to the  
contrary in this Agreement, neither Party is obligated to indemnify or defend the other  
Party or any of its representatives against any Losses arising out of or resulting, in whole  
or in part, from the other Party’s: (a) willful acts or omissions; (b) bad faith failure to  
comply with any of its material obligations set forth in this Agreement, or (c) as a result  
of Publisher’s utilization of a Third-Party Network at the request of Advertiser.  
8.4. Indemnification Procedures. A party seeking indemnification under this Section 8 (the  
“Indemnified Party”) shall give the Party from whom indemnification is sought (the  
“Indemnifying Party”): (a) prompt notice of the relevant claim; provided, however, that  
failure to provide such notice shall not relieve the Indemnifying Party from its liability  
or obligation hereunder except to the extent of any material prejudice directly resulting  
from such failure and (b) reasonable cooperation, at the Indemnifying Party’s expense, in  
the defense of such claim. The Indemnifying Party shall have the right to control the  
defense and settlement of any such claim; provided, however, that the Indemnifying  
Party shall not, without the prior written approval of the Indemnified Party, settle, or  
dispose of any claims in a manner that affects the Indemnified Party’s rights or interest.  
The Indemnified Party shall have the right to participate in the defense at its own  
expense.  
8.5.EXCLUSIVE REMEDY. THIS SECTION 8 SETS FORTH THE ENTIRE LIABILITY  
AND OBLIGATION OF EACH INDEMNIFYING PARTY AND THE SOLE AND  
EXCLUSIVE REMEDY OF EACH INDEMNIFIED PARTY FOR ANY DAMAGES  
COVERED BY THIS SECTION 8 (OTHER THAN ANY MAKEGOOD TO WHICH  
ADVERTISER IS ENTITLED UNDER SECTION 3.5.1 OF THIS AGREEMENT,  
WHICH NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS  
SECTION 8, SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF ADVERTISER  
FOR BREACH OF SECTION 4).  
9. Waiver of Pandemic Liability.  
By signing this Agreement, you forever release, waive, discharge, and covenant not to sue BTC’s  
past, current, and future officers, directors, employees, members, volunteers, contractors,  
representatives, parents, owners, affiliates, agents, successors, and assigns from any and all  
damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but  
not limited to those for personal injury, sickness, or death, as well as property damages and  
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expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the  
future, in any way related to COVID-19 or any other pandemic or public health hazard in  
connection with your participation in BTC events, services, or any travel related thereto.  
10. Limitation of Liability; Disclaimer of Warranties.  
IN NO EVENT WILL PUBLISHER BE LIABLE TO THE ADVERTISER FOR ANY  
CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE  
DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF USE, REVENUE, OR  
PROFIT, BUSINESS INTERRUPTION, AND LOSS OF INFORMATION), WHETHER  
ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR  
OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND  
WHETHER OR NOT PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH  
DAMAGES. PUBLISHER’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED  
TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF  
CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT  
EXCEED THE LESSER OF THE TOTAL OF THE AMOUNTS PAID TO PUBLISHER  
PURSUANT TO THIS AGREEMENT IN THE THREE-MONTH PERIOD PRECEDING THE  
EVENT GIVING RISE TO THE CLAIM OR FIVE THOUSAND DOLLARS.  
11. Term; Termination.  
11.1.Term. The term of this Agreement commences on the Effective Date and continues for  
until the publication of the Advertisement(s) set forth in the Accepted Insertion Order,  
unless it is earlier terminated as provided under this Agreement (the “Term”).  
11.2.Mutual Right to Terminate. Either Party may terminate this Agreement upon written  
Notice to the other Party if the other Party materially breaches any material provision of  
this Agreement or any Accepted Insertion Order (other than its obligation to pay any  
amount when due) and either the breach cannot be cured or, if the breach can be cured, it  
is not cured by the other Party within 30 days of notice of breach to the breaching Party.  
11.3.Publisher’s Right to Terminate. Publisher may terminate this Agreement upon written  
Notice to Advertiser if: (a) Advertiser fails to pay any amount when due under this  
Agreement and such failure continues for five business days after Advertiser’s receipt of  
written Notice of nonpayment; (b) Advertiser does not respond to Publisher within the  
Review Period set forth in Section 4.1; (c) Publisher rejects an Advertisement pursuant  
to Section 4.6.1, (d) Advertiser breaches a representation, warranty, or covenant set forth  
in Section 7.2.  
11.4.Effect of Termination. Notice of termination under this Agreement shall immediately  
operate as an automatic cancellation of any Advertisements that are scheduled to be  
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published subsequent to the date of the termination Notice, subject to any unavoidable  
restrictions imposed by Publisher’s production schedule. If Publisher’s production  
schedule prevents automatic cancellation of any Advertisements, the effective date of  
termination of this Agreement, solely with respect to any such outstanding Accepted  
Insertion Orders, shall be the date immediately following publication of the final  
Advertisement unable to be automatically cancelled. Advertiser shall not be entitled to  
any refund in the event this Agreement is terminated by Publisher pursuant to Sections  
10.2 or 10.3.  
12.Miscellaneous.  
12.1.Non-Exclusivity. Nothing herein is intended nor shall be construed as creating an  
exclusive arrangement between Advertiser and Publisher. This Agreement will not  
restrict (a) Advertiser from advertising in other publications or media or (b) Publisher  
from selling Ad Units to any third parties.  
12.2.Non-Solicitation of Personnel. Advertiser shall not, during the term of the Agreement  
and for one (1) year thereafter, directly or indirectly hire or attempt to hire any Publisher  
employee or independent contractor without Publisher’s prior written consent; provided  
that the foregoing shall not prohibit Advertiser from issuing advertisements of a general  
nature not specifically directed at any such employee or independent contractor.  
12.3.No Financial Advice. Ad Unit content is for informational and promotional purposes  
only. Content will be created and disclaimed so as not to be construed as legal, tax,  
investment, financial, or other advice. Disclaimers will be created by Publisher and  
accompany Ad Units in compliance with regulatory guidelines that nothing contained in  
the advertising constitutes a solicitation, recommendation, endorsement, or offer by  
Publisher, or any of its inhouse or third party service providers and platforms, to buy or  
sell any securities or other financial instruments in the United States or any other  
jurisdiction in which such solicitation or offer would be unlawful under the securities  
laws of such jurisdictions.  
12.4.Non-Embargoed/Sanctioned Residency. Advertiser warrants that he or she is not a  
resident of any country embargoed or sanctioned by the United States including but not  
limited to: Cuba, Iran, North Korea, Sudan, Syria, The Balkans, Belarus, Burma/  
Myanmar, Burundi, Central African Republic, Democratic Republic of the Congo, Iraq,  
Lebanon, Libya, Mali, Nicaragua, Somalia, Ukraine/Russia, Venezuela, Yemen or  
Zimbabwe.  
12.5.Further Assurances. Upon a Party’s reasonable request, the other Party shall, at its sole  
cost and expense, execute and deliver all such further documents and instruments, and  
take all such further acts, necessary to give full effect to this Agreement.  
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12.6.Entire Agreement. This Agreement, together with any Accepted Insertion Orders,  
constitute the sole and entire agreement of the Parties with respect to the subject matter  
contained herein and therein, and supersedes all prior and contemporaneous  
understandings, agreements, representations, and warranties, both written and oral, with  
respect to such subject matter.  
12.7.Survival. Sections 3, 5, 6, 8, 9, and 11 of this Agreement, as well as any other provision  
that, in order to give proper effect to its intent, should survive such expiration or  
termination, shall survive the expiration or earlier termination of this Agreement.  
12.8.Notices. All notices, requests, consents, claims, demands, waivers, and other  
communications hereunder (each, a “Notice”) shall be in writing and addressed to the  
parties at the addresses set forth on the Accepted Insertion Order (or to such other  
address that may be designated by the receiving party from time to time in accordance  
with this Section). All Notices shall be delivered by personal delivery, nationally  
recognized overnight courier (with all fees pre-paid) or e-mail (with confirmation of  
transmission), or certified or registered mail (in each case, return receipt requested,  
postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective  
only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has  
complied with the requirements of this Section.  
12.9. Severability. If any term or provision of this Agreement is invalid, illegal, or  
unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not  
affect the enforceability of any other term or provision of this Agreement, or invalidate  
or render unenforceable such term or provision in any other jurisdiction.  
12.10.Amendment. Publisher reserves the right, in its sole discretion, to modify, alter, or  
otherwise change this Agreement at any time prior to execution.. Such changes,  
modifications, additions or deletions shall be effective immediately upon execution.  
12.11.Waiver. No waiver by any party of any of the provisions hereof shall be effective  
unless explicitly set forth in writing and signed by the party so waiving. Except as  
otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any  
right, remedy, power, or privilege arising from this Agreement shall operate or be  
construed as a waiver thereof; nor shall any single or partial exercise of any right,  
remedy, power, or privilege hereunder preclude any other or further exercise thereof or  
the exercise of any other right, remedy, power, or privilege.  
12.12. Assignment. Advertiser may not assign, transfer, or delegate any or all of its rights  
or obligations under this Agreement, without the prior written consent of Publisher. No  
assignment shall relieve the assigning party of any of its obligations hereunder. Any  
attempted assignment, transfer or other conveyance in violation of the foregoing shall be  
null and void. This Agreement shall be binding upon and shall inure to the benefit of the  
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Parties hereto and their respective successors and permitted assigns.  
12.13.No Third-party Beneficiaries. This Agreement benefits solely the Parties to this  
Agreement and their respective permitted successors and assigns and nothing in this  
Agreement, express or implied, confers on any third party any legal or equitable right,  
benefit, or remedy of any nature whatsoever under or by reason of this Agreement. The  
parties hereby designate the Advertiser Indemnified Parties and Publisher Indemnified  
Parties as third-party beneficiaries of Section 8 of this Agreement having the right to  
enforce Section 8.  
12.14.Choice of Law; Venue; Waiver of Jury Trial. This Agreement and all Insertion Orders  
and other related documents, and all matters arising out of or relating to this Agreement,  
whether sounding in contract, tort, or statute are governed by, and construed in  
accordance with, the laws of the State of Delaware, United States of America, without  
giving effect to the conflict of laws provisions thereof to the extent such principles or  
rules would require or permit the application of the laws of any jurisdiction other than  
those of the State of Delaware. Any legal suit, action, or proceeding arising out of or  
relating to this Agreement shall be instituted in the federal courts of the United States of  
America or the courts of the State of Tennessee in each case located in the City of  
Nashville, and each party irrevocably submits to the exclusive jurisdiction of such courts  
in any such legal suit, action, or proceeding. EACH PARTY IRREVOCABLY AND  
UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY  
IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO  
THIS AGREEMENT (INCLUDING ANY INSERTION ORDERS), INCLUDING ANY  
EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED  
THERETO, OR THE TRANSACTIONS CONTEMPLATED HEREBY.  
12.15.Force Majeure. Any delay or failure of either Party to perform its obligations under  
this Agreement will be excused to the extent that the delay or failure was caused directly  
by an event beyond such Party’s reasonable control, without such Party’s fault or  
negligence and that by its nature could not have been foreseen by such Party or, if it  
could have been foreseen, was unavoidable (which events may include changes in law,  
natural disasters, acts of nature, acts of governments, delays in transportation, and delays  
in delivery or inability of suppliers to deliver).  
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