

## **FOR YOUR BETTER UNDERSTANDING ON HOW THIS SITE WORKS**

We've done our best to reduce and simplify the rules on our website. Therefore, we have separated the most important points for you below, which can also be read in a very complete and detailed way in the **Terms of Use**.

In addition, we are always available to answer any questions you may have via Discord or Twitter.

### **1) What are we?**

We are a website ( **AlphaDogs Website** ) that offers to mint a collection of 3,400 digital artworks, NFT's (non-fungible tokens), from the Ethereum blockchain, of the "genesis" type.

It will also be possible to accumulate utility tokens generated by NFT's "genesis", called ALPHAS, and obtain "puppies" NFT's, exclusive to the **AlphaDogs ecosystem**.

AlphaDogs **Website only carries** out the primary mint of NFT's, therefore, if the User wants to resell the purchased NFT's , he/she must use the OpenSea platform.

### **2) Is the use of our website paid for?**

No, they will only pay gas fees in the Ethereum network.

### **3) Is it safe to use our Website?**

We try our best to make our site safe, but we still recommend that you install antivirus and protection programs before downloading any content.

### **4) Can these conditions be changed?**

Our Terms of Use may change, but you can always access the most up-to-date version on our website. In addition, if we are going to take any action that the law requires your authorization, you will receive prior notice so that you can accept or decline.

### **5) What is the content of the Terms of Use?**

The following Terms of Use are divided as follows to facilitate your access to information:

- a) Text Availability Date;
- b) Explanation of Technical Terms or in Foreign Language;
- c) Services;

- d) Payment;
- e) Responsibilities of the Parties;
- f) **AlphaDogs Website** Disclaimer ;
- g) Intellectual property;
- h) Developments in Access to the Site;
- i) Changes to the Terms and Conditions of Use;
- j) Definition of the Applicable Law and the Election Forum;
- k) Contact Channel;

**AlphaDogs Website.**

## **TERMS OF USE**

**This document aims to provide information on how Users use the site and its tools, conditions, nomenclatures, rights and duties.** We warn that all text must be read carefully and if you do not agree with the content of our terms, do not continue to browse or to use our services. We also recommend that, if accepted, that you store or print a copy of this agreement.

### **1. DATE OF AVAILABILITY OF THE TEXT**

1.1. This document has been drafted and made available on: 05/02/2022 .

### **2. EXPLANATION OF TECHNICAL OR FOREIGN LANGUAGE TERMS**

2.1. The meanings of technical nomenclatures and terms in the English language are listed below.

- **NFT's:** *Non Fungible Token* , works as a kind of digital certificate, established via blockchain, which defines the originality and exclusivity of digital assets. It is an online documentation of codes, which gives ownership or rights to a digital asset that is unique and exclusive.
- **Token:** Digital certificate stored in a database called blockchain.
- **Blockchain:** It is the application of a set of technologies that guarantees the immutable record of transactions and information.
- **Non-fungible:** It is something that cannot be replaced by others of the same kind, quality and quantity, whose value, *a priori* , is not tangible, for example the NFT's.
- **Ethereum:** Decentralized platform capable of running smart contracts and decentralized applications using blockchain technology .
- **Smart contract:** or 'smart contracts' is a self-executing computer protocol.
- **Ether (ETH):** It is the cryptocurrency used in transactions on the Ethereum platform.
- **ALPHA: AlphaDogs Website** Utility Token .
- **Gas Fee:** Ethereum requires payment of a transaction fee (a "Gas Fee") for each transaction that takes place on the Ethereum network.
- **Virus:** Malicious software that infects systems and computers, with the objective of causing some damage, makes copies of itself and tries to spread itself to other computers, using different means.
- **User:** One who uses the **AlphaDogs Website**.

### **3. SERVICES**

3.1. **What we are:** The **AlphaDogs Website** consists of, but is not limited to, a Website that offers for sale a collection of 3,400 digital artworks, NFT's (non-fungible tokens), from the Ethereum blockchain, of the "genesis" type.

3.1.1. It will also be possible to accumulate utility tokens generated by NFT's "genesis" and obtain "puppies" NFT's, exclusive to the **AlphaDogs ecosystem**.

3.1.2. AlphaDogs **Website** is not a marketplace platform and only performs the primary mint of NFT's, therefore, if the User wants to resell the purchased NFT's, he/she must use the OpenSea platform.

3.2. When using the **AlphaDogs Website**, Users must understand and accept that all their actions and choices are free and do not have any kind of influence or interference from **AlphaDogs Website**.

3.3. It is hereby clarified that this service does not establish any employment, corporate or associative relationship between the parties, each party remaining solely responsible for all their respective expenses and charges, whether of a labor, social security, tax, insurance, civil, criminal or any other nature or species.

3.4. The use of the Website is **only allowed to people over 18 (eighteen)** years old and **AlphaDogs Website** will make reasonable efforts to confirm this data, but is not responsible if the User does not have the minimum age described herein.

#### **4. PAYMENT**

4.1. Users will only pay gas fees in the Ethereum Network.

4.1.1. There will be only 3,400 NFTs of the "genesis" type, initially as a FREE mint.

4.1.2. Commissions ('royalties') will also be charged on secondary sales of NFT's of 7,5% (six percent) on each sale made through the OpenSea platform.

4.2. Each "genesis" NFT, from the date of purchase, will generate 10 (ten) utility tokens ('ALPHA') per day. The User who accumulates 1,800 ALPHAS will be able to acquire a "puppy" NFT within the **AlphaDogs Website ecosystem**.

4.2.1. "Pup" tokens can only be minted on the **AlphaDogs Website** if the User accumulates the number of ALPHAS mentioned above.

4.3. To make a transaction on the Ethereum network, the User must use the MetaMask digital Wallet.

4.4. To free mint NFT's on our Website, the User must select the desired collectibles and "mint" NFTs from the AlphaDogs collection. To do so, you must

connect your Wallet, activate the browser plug-in, select the NFT you want and click on "mint". This will open the Metamask to confirm and complete the transaction.

4.5. Any transactions necessary for the mint of NFT'S from **AlphaDogs Website** will be carried out exclusively through the Ethereum network.

4.5.1. AlphaDogs **Website has** no responsibility or control for the financial transactions carried out for the purchase of NFT's.

4.5.2. The User is responsible for paying the Ethereum network transaction fee "Taxa Gás", which may vary depending on network traffic at the time of purchase.

## **5. RESPONSIBILITY OF THE PARTIES**

### **5.1. AlphaDogs Website Responsibility:**

5.1.1. Perform the services as described in these Terms of Use;

5.1.2. Be responsible for the website good functioning and for any corrections that may be necessary;

5.1.3. Inform any change in the services to Users through simple communications on the website.

### **5.2. Users Responsibilities:**

5.2.1. Use the site according to the usage criteria defined by **AlphaDogs Website** without changing its programming, breaking passwords or performing procedures that may cause damage to **AlphaDogs Website**, other Users and third parties;

5.2.2. Be responsible for all purposes, including legal, for the content of the information you introduce and for the commitments you make on the website;

5.2.3. Read all information about the products and services before purchasing them;

5.2.4. Insert true, updated and complete data to enable payments and sales to be effected;

5.2.5. Fully respect these Terms of Use, current legislation and contracts between the parties.

5.2.6. Assume all responsibility for any adverse effects of outages or other issues affecting Ethereum or the Ethereum platform.

## **6. ALPHADOGS WEBSITE DISCLAIMER**

### **6.1. AlphaDogs Website is not responsible for:**

6.1.1. Possible unavailability of the website, which has not given rise.

6.1.2. Conduct of Users and failure to comply with their obligations.

6.1.3. Insertion of false information by Users.

6.1.4. Damages that the User may experience from the exclusive actions of third parties, as well as network connection failures and malicious interactions such as viruses.

6.1.5. Damages that the User may have as a result of the misuse of the website in violation of these Terms, with the law or court orders.

6.1.6. Acts of God or force majeure.

6.1.7. For unlawful conduct carried out by Users while using the site (eg fraud).

6.2. In addition, **AlphaDogs Website** has no control over and does not provide guarantees in relation to any financial transactions and/or smart contracts. Therefore, **AlphaDogs Website** is not responsible for any losses the User incurs as a result of their use of the Ethereum network.

## **7. INTELLECTUAL PROPERTY**

7.1. Ownership and rights relating to the website belong exclusively to **AlphaDogs Website** . Access to the website and its regular use by the User do not grant any right or prerogative over intellectual property or other content included therein.

7.2. All content on the site, including name, brand, domain, programs, databases, files, texts, drawings, photos, layouts, headers and other elements, was created, developed or assigned to **AlphaDogs Website** , and is therefore the property of exclusive to **Alpha Dogs Website** or licensed to it and is protected by Brazilian laws and international treaties dealing with intellectual property rights.

7.3. The following conducts are prohibited: exploitation, assignment, imitation, copying, plagiarism, application of reverse engineering, attempted invasion (hacking), storage, alteration, modification of characteristics, expansion, sale, lease, donation, alienation, transfer, reproduction, in whole or partial, of any content on the **AlphaDogs Website** .

7.4. The person who violates the prohibitions contained in the legislation on intellectual property and in these Terms will be held liable, civilly and criminally, for the infractions committed, in addition to being penalized on the website.

7.5. Issues of ownership and rights relating to the intellectual property of the NFT that will be primarily marketed and sold by the **AlphaDogs Website** will be handled entirely by the smart contract on the Ethereum network.

## **8. ASSUMPTION OF RISK**

8.1. By using our website, the User agrees and acknowledges that:

8.1.1. Blockchain technologies and digital assets such as NFT's are new, experimental and speculative and therefore there is significant uncertainty as to how they work and their effects and risks and the enforcement of existing legislation.

8.1.2. The prices of NFTs are extremely volatile and fluctuations in the prices of other NFTs affect the price of the NFT purchased on the **AlphaDogs Website**, both positively and negatively.

8.1.3. AlphaDogs **Website relies** on public peer-to-peer networks, such as Ethereum, which are not under its control or influence and are subject to many risks and uncertainties.

## **9. OUTCOMES OF ACCESS TO THE SITE**

9.1. Despite **AlphaDogs Website's** best efforts to provide the best technologies to maintain online connection and synchronization and secure access to Users, due to technical difficulties, internet applications or transmission problems, inaccurate or incomplete copies of the information contained in the site. In addition, computer viruses or other harmful programs may also be inadvertently downloaded from the site.

9.1.1. **AlphaDogs Website** recommends installing suitable antivirus or protectors.

9.2. **AlphaDogs Website** reserves the right to unilaterally modify the website, as well as the configuration, presentation, design, content, functionalities, tools or any other element, including its cancellation.

## **10. CHANGES TO THE TERMS AND CONDITIONS OF USE**

10.1. AlphaDogs **Website may** unilaterally add and/or modify any clause contained in these Terms of Use. The updated version will be valid for the use of the website carried out after its publication. The continuity of access or use of the site, after disclosure, will confirm the validity of the new Terms of Use by Users.

10.2. If the change made requires the consent of the Users, the option will be presented to freely, unequivocally and informed the new text or to refuse it.

10.3. If Users do not agree with the change, they may not provide consent for specific acts or may completely terminate their relationship with **AlphaDogs Website** . Such termination will not, however, exempt Users from complying with all obligations assumed under the preceding versions of the Terms of Use.

## **11. APPLICABLE LAW AND ELECTION JURISDICTION**

11.1. The website is controlled, operated and administered in the city of São Paulo , State of São Paulo , Brazil, and can be accessed by any device connected to the Internet, regardless of its geographic location.

11.1.1. **AlphaDogs Website** does not guarantee that the site is appropriate or available for use in other locations. Persons accessing or using the **AlphaDogs Website** from other jurisdictions do so at their own expense and are responsible for compliance with regional/national laws.

11.2. Users agree that the applicable legislation for the purposes of these Terms and Conditions of Use will be in force in the Federative Republic of Brazil.

11.3. AlphaDogs **Website and** Users agree that the Forum of São Paulo, State of São Paulo, Brazil, will be the only competent to resolve any issue or controversy arising from or resulting from the use of the website, expressly waiving any other, however privileged whatever it is, or come to be.

## **12. CONTACT**

12.1. AlphaDogs **Website provides** the following channels to receive all communications that Users wish to make: Discord or Twitter.