

NFT TERMS & CONDITIONS

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Agreement to Terms

Alessio Sottile Design owns and operates this Website. The following terms and conditions govern your interaction with <http://alettis.de/> ("Website").

These Terms of Service ("Terms") govern your access to and use of the website(s), our product **Alettis** NFT ("Alettis"), and any other software, tools, features, or functionalities provided on or in connection with our services; this includes, but is not limited to, using our services to view, explore, and to purchase our Alettis NFT (collectively, the "Service"). In these Terms, "NFT" refers to a non-fungible token or similar digital object deployed on a blockchain (such as the Ethereum blockchain) and linked to or otherwise related with specific content or data via smart contracts.

To access our Service, you must utilize a third-party wallet that enables you to conduct blockchain transactions.

By accessing and using the Services, you agree to be bound by all of the Terms of Service, as amended from time to time by us. You should visit this page periodically to be informed of any changes to the Terms of Service.

We shall not be liable if, for any reason, this Website becomes unavailable at any time or for any period. We reserve the right to restrict access to sections or the entirety of this Website at any time.

Privacy Policy

Our privacy Policy, which describes how we will use your information, can be found at [Privacy Policy]. By accessing and using this Website, you consent to the processing described in this section and warrant that any data you enter is accurate.

Prohibitions

You must not use this Website in an illegal manner.

You are not going to:

- a. Engage or assist in the commission of a criminal offense;
- b. Transmit or distribute a virus, trojan, worm, logic bomb, or any other type of material that is malicious, technologically harmful, a breach of confidence, or is in any manner offensive or obscene;
- c. Unauthorized access to any part of the Service;
- d. Corrupt data; irritate other users; violate another person's intellectual rights; transmit any unsolicited advertising or promotional material, usually referred to as "spam";
- e. Or make any attempt to impair the performance or functionality of any computer

facilities on this Website or those accessed through it.

Violation of this provision is a criminal offense, and We will notify and reveal your identity to the proper law enforcement authorities.

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 as a result of your use of this Website or your downloading of any material posted on it, or on any website to which it links.

Intellectual Property, Software and Content

The Alettis name, intellectual property, layer files, and website are ours. All logos, trademarks, and rights that we do not expressly grant to Alettis holders are reserved. We or our licensees retain ownership of all intellectual property rights in any software, NFT and information (including photographic images) made available to you on or via this Website, which are protected by international copyright laws and treaties. All such rights are reserved by us and our licensors. You may download, print, and display the content supplied solely for your own use. You are not permitted to publish, edit, distribute, or in any way reproduce any of the content or copies of the material provided to you or appearing on this Website, nor are you authorized to use any such content in connection with any business or commercial operation.

The owners of the NFTs have full commercial and personal licenses and are free to use the material under these licenses.

Accessing the Service

You must be at least 18 years old and in possession of a valid credit or debit card issued by a bank that we accept in order to enter into a contract with us. We have the right to refuse any request made by you. When you place an order with us, you represent and warrant that all information you provide is accurate and complete, that you are the authorized user of the credit or debit card used to make the purchase, and that you have sufficient money to cover the cost of the items.

No money is required to explore our site; but, if you desire to purchase our NFT, we accept cryptocurrency payments. You may submit your own recommendations on snapshot and vote on those of others, Display your NFT, use it as your pfp, or sell it.

Similarly, you are entirely responsible for your Account and any related wallets, and we are not liable for any acts or omissions on your part or as a result of your Account or wallet being hacked. You undertake to tell us promptly if you become aware of or suspect any security concerns with the Service or your Account.

Additionally, you represent and warrant that when using the Service, you will comply with all relevant laws (e.g., local, state, federal, and other laws). Without limiting the foregoing, by using the Service, you represent and warrant that you are not located in a country subject to a US Government embargo and you have not been designated as a Specially Designated National or added to any US Government list of prohibited, sanctioned, or restricted parties. If you access or use the Service outside the United States, you are entirely responsible for ensuring that your access and use of the Service comply with all relevant laws in that country, territory, or jurisdiction.

We may seek additional information and documents from you in some instances, such as at the request of a government body, as required by relevant law or regulation, or to investigate a possible breach of these Terms. We may, in its sole discretion, disable your Account and prevent you from accessing the Service until We processes the further information and documentation. We may refuse to reinstate your access to the Service if you do not submit complete and correct information in response to such a request.

While we make every attempt to ensure the accuracy of the information, descriptions, and prices on this Website, errors are possible. If we discover an error in the price of any items you have purchased, we will promptly contact you and give you the option of reconfirming your order at the correct price or cancelling it.

All sales are final. We do not provide returns, refunds, or exchanges for NFTs at this time.

Disclaimer of Liability

This Website's material is provided "as is," without any claims, warranties, or guarantees regarding its accuracy. Unless expressly stated otherwise, We and our suppliers, content providers, and advertisers expressly disclaim all conditions, warranties, and other terms implied by statute, common law, or the law of equity, and shall not be liable for any damages, including but not limited to direct, indirect, special, consequential, punitive, or incidental damages, or damages for loss of use, profits, data, or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

Assumption of Risk

You accept and recognize the following:

- The value of an NFT is a matter of opinion. NFT prices are volatile, and variations in the price of cryptocurrencies can potentially have a major and detrimental effect on NFT

pricing. You accept that you are fully aware of this subjectivity and volatility, as well as the possibility of losing money.

- By purchasing one of our NFTs, you acknowledge that you receive nothing other than the NFT itself. By purchasing Alettis, you agree not to rely on any future commitments made by Alettis.
- It is not intended as an investment. There is no assurance that our NFT will have value in the future.
- The legislative environment regulating blockchain technology, non-fungible tokens, cryptocurrencies, and other crypto-based things is unknown, and new legislation or policies may substantially impair the Service's development and utility.
- You are responsible for any tax obligations that may result from the purchase or sale of your Alettis NFT.
- There are risks associated with using Internet and blockchain-based products, including the risk associated with hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties will gain unauthorized access to your third-party wallet or Account. You understand and recognize that We is not liable for any communication failures, disturbances, mistakes, distortions, or delays you may encounter when using the Service or any Blockchain network, regardless of how they occur.
- The Service makes use of platforms and/or suppliers provided by third parties. If we are unable to maintain a positive relationship with such platform providers and/or vendors; if such platform providers and/or vendors change their terms and conditions or pricing; if we violate or are unable to comply with the terms and conditions of such platforms and/or vendors; or if any of such platforms and/or vendors loses market share, falls out of favor, or becomes unavailable for an extended period of time, access to and use of the Service will suffer.
- We maintain the right to conceal collections, contracts, and other materials that are subject to these or other difficulties. Purchases made on We may become unavailable. In no event can the inability to see things on the site or the inability to utilize the Service in combination with the purchase, sale, or transfer of items accessible on any blockchain serve as a basis for a claim against us.
- If you have a disagreement with one or more users, **YOU RELEASE US FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. ENTERING INTO THIS RELEASE, YOU EXPRESSLY WAIVE ANY PROTECTIONS (STATUTORY OR OTHERWISE) THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE CLAIMS YOU KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.**

Linking to this Website

You may link to our home page as long as the link is fair and legal and does not damage or exploit our reputation; however, you may not establish a link in such a way that suggests our association, permission, or endorsement when none exists. You are not authorized to establish a link to this website from any other website. This Website may not be framed within another website, and you may not create a link to any page on this Website other than the home page. We have the right, at any moment and without notice, to cancel linking permissions.

Third-Party Content and Services

We make no representations or warranties about third-party content that is accessible via our Service, including content associated with NFTs displayed on the Service, and you are solely responsible for confirming the legitimacy, authenticity, and legality of NFTs purchased from third-party sellers. Additionally, we cannot guarantee that any NFTs visible on the site will be visible and/or accessible for purchase, sale, or transfer in the future.

NFTs may be subject to terms agreed upon directly between purchasers and sellers about the usage of the NFT's content and related advantages.

This Website may include connections to websites that are not owned by us (the "Linked Sites"). We have no control over the Linked Sites and assumes no responsibility or liability for them or for any loss or damage suffered as a consequence of your use of them. Your use of the Linked Sites is governed by the terms of service and privacy policies of each such site.

Disclaimer Regarding Trademark Ownership and Third-Party Copyright

Unless otherwise stated, none of the individuals (including their names and images), third-party trademarks and content, services, and/or locations featured on this Website are associated, linked, or affiliated with us, and you should not rely on the existence of such a connection or affiliation. Trademarks and product names shown on this Website are the property of their respective owners. When a trade mark or brand name is used to describe or identify certain products or services, it is not meant to indicate that We endorse or are affiliated with such products or services.

Indemnity

You agree to indemnify, defend, and hold us harmless, our directors, officers, employees, consultants, agents, and affiliates from and against any and all third-party claims, liability, damages, and/or costs (including, but not limited to, legal fees) arising out of your use of this Website or your violation of the Terms of Service.

Variation

We have the right, in our sole discretion, to modify, discontinue, or discontinue any aspect of the Services and/or any page of this Website at any time and without notice.

Invalidity

If any element of the Terms of Service is determined to be unenforceable (including any section in which we exclude our obligations to you), the enforceability of the remaining parts of the Terms of Service will not be impacted, and all other clauses will continue in full force and effect. Where a clause/subclause or a portion of a clause/subclause can be severed while retaining the legality of the remainder, the clause should be interpreted accordingly. Alternatively, to the degree permitted by law, you agree that the clause shall be mended and interpreted in a way consistent with the clause's/sub-original clause's meaning.

Waiver

If you breach these terms and we do not take action, we will maintain our rights and remedies in the event that you violate these terms in the future.

Legislation/Jurisdiction

These terms and conditions, as well as the transactions contemplated hereby, will be governed and interpreted in accordance with the laws of Germany. Any legal or equitable action arising out of or relating to these Terms must be brought exclusively in the courts of Nordrhein-Westfalen.

Entire Agreement

The above Terms of Service constitute the entire agreement between you and us and supersede any and all prior or contemporaneous agreements between you and us. Any waiver of any provision of the Terms of Service is effective only if it is in writing and signed by a Director.