



ALPHA CITY AI

Please read these Terms of Service carefully, as they constitute a legally binding agreement between you (“you”, “your”, “Buyer” or “User”) and Alpha City Holding Company Corp (“Alpha City”, “Alpha City AI” or collectively “Alpha City Holding Company Corp applications”).

These Terms of Service apply to and govern your use of all Alpha City Holding Company applications including but not limited to the “Alpha City Metaverse”. These Terms of Service apply to all devices used to access any applications developed by Alpha City Holding Company Corp. These can include but are not limited to: personal computers, a wireless or mobile device or any other technology.

By using or accessing the metaverse platform or any application developed by Alpha City Holding Company Corp. in any manner, you agree:

- 1. that you have read, understand and agree to be bound by all of the terms and conditions set forth in these Terms of Service (including any additional terms, policies and agreements specified or referenced;**
- 2. that you have the right and capacity to enter into these Terms of Service (on behalf of yourself or the entity that you represent) and meet all of the eligibility and other requirements and;**
- 3. that your access and use of Alpha City Holding Company Corp. applications inclusive of Alpha City Metaverse is permitted by, and shall not violate, any applicable laws, including those in your jurisdiction. If you do not agree with all of the terms in these Terms of Service, you are prohibited from visiting, accessing, using, or transacting on metaverse platform.**

1. Modifications.

We reserve the right to revise the Terms of Service, at any time, for any reason in our sole discretion by posting an updated Terms of Service without advance notice to you. It is within our discretion, to either post or display notices of material changes, e-mail you or notify you upon login about any changes made. Once the changed Terms of Service has been posted these changes become effective immediately and, by using your account or engaging with any application developed by Alpha City Holding Company Corp. after they become effective, it will signify your agreement to be bound by the changes. The responsibility to check for changes to the Terms of Service is the Users

2. Privacy Policy.

Our Privacy Policy sets out how we use, process and disclose your personal information.

3. Metaverse Accounts.

3.1. Account Registration. In order to participate in Alpha City Metaverse, you must register for an account with us, create a unique username and password combination, and provide certain additional information, as prompted by our user registration process.

All registration and account information you submit must be truthful and accurate, and you agree to maintain, keep current and promptly update the accuracy of such information as necessary. We may require you to provide additional information and/or documentation, including as may be required under any laws, rules, regulations, code, or any requirements of a government entity (collectively, “**Law**”).

If you do not provide complete and accurate information in response to a request, we may terminate, lock or otherwise restrict your Account or refuse to permit you access to or use of Alpha City Metaverse.

3.2. Account Security. The “User” retains all responsible for and agrees to maintain at all times adequate security and control of your Account and User Credentials. Alpha City Holding Company Corp. shall not be responsible for any unauthorized access to your Account or any loss or damage arising therefrom.

3.3. Account Suspension/Termination. We reserve the right to deny access, use, and registration privileges to anyone (and to lock, suspend, restrict or terminate an existing Account) at our absolute discretion, including if we believe there is a question about the identity of the person trying to access any Account if we suspect that the Account has or will be used for any fraudulent, illegal, or other unauthorized purposes. In the event that your Account is terminated, suspended or restricted by us for any reason, you agree that you will not create another Account following the termination, suspension, or restriction of access to your Account (unless expressly directed by us to do so).

4. Ownership of Metaverse Platform.

You acknowledge and agree that all materials and content contained within all Alpha City Holding Company Corp. applications and Alpha City Metaverse, including any and all graphics, images, text, files, designs, systems, methods, information, computer code, software, scripts, services, marks and branding, including all intellectual property and proprietary rights (whether registered or unregistered in any jurisdiction) remain the property of Alpha City Holding Company Corp.

5. Third Party Sites.

Any hyperlinks to other websites, products, services, content, promotions or resources, which are provided solely as a convenience to you. You acknowledge and agree that Alpha City Holding Company Corp. are not liable, directly or indirectly, for any loss or damage, caused or alleged to be caused, or which may be incurred . We have no control over, and are not responsible for, any Third Party Sites, and that we do not endorse any advertising, products, services or other materials on or made available from any Third Party Sites.

6. Acceptable Use Policy.

You agree to use Alpha City Holding Company Corp. applications only for purposes that are legal, proper, and in accordance with these Terms of Service.

7. User Content.

7.1. Rights and Licenses. Alpha City Metaverse may provide you with the opportunity to submit, post, display, transmit or otherwise make available certain content. By submitting, transmitting, posting, displaying or otherwise making available any User Content, you grant us a worldwide, non-exclusive, sublicensable, royalty-free license to exploit such User Content for our lawful business purposes, including to provide, promote, and improve Alpha City Holding Company Corp. applications (including to facilitate the transactions between Buyers and Sellers as described herein), without obligation. You warrant and declare that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any User Content.

7.2. Compliance. We shall have the right, but not the obligation, to monitor any content submitted to or posted through Alpha City Holding Company Corp. applications (including the Referenced Content), to determine compliance with these Terms of Service and any “User” rules established by us. This also grants us the right to monitor and review any content to satisfy any requirement under Law or government request. We shall have the right, but not the obligation, to refuse to post or remove any property or any other content submitted all Alpha City Holding Company Corp. applications. You acknowledge that we reserve the right to delete, edit, block, or permanently remove from our systems any material that is believed to be unlawful, in breach of these Terms of Service or otherwise objectionable at our discretion.

7.3. Content Standards. Alpha City Holding Company Corp. facilitates applications reaching a diverse community of “Users”, and we are committed to ensuring that all applications are available for the exchange of a diverse, wide array of content (including content that some that may be consider “controversial”). The terms of these Terms of Service seek to provide that Alpha City Holding Company Corp. is promoting trust and respect among our community of users, as well as adherence to Law. Any content that we deem to be inappropriate, disruptive or illegal is prohibited on all Alpha City Holding Company Corp. applications, and we further reserve the right to determine the appropriateness of any content and to remove any “User” or content, at our discretion. If you create, submit, list, or make available content in violation of these Terms of Service, we may take corrective actions, at our discretion, including deleting your account, removing the violating material, withholding payments and exercising any other rights and remedies, each breach at our discretion. You acknowledge that, in situations where we cannot destroy or remove the content, we nonetheless may destroy related metadata stored on our servers.

7.4. Unsolicited User Feedback. You may choose to submit bug reports or other feedback about the Alpha City Holding Company Corp. application, including about how to improve the Metaverse Platform (collectively, “Feedback”). By submitting any such report or feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you. You hereby grant us a perpetual, irrevocable, non-exclusive, worldwide license under all rights necessary for us to incorporate, use and improve upon your Feedback for any purpose, without any payment to you.

8. Infringing Content.

8.1. Infringing Content, Claims and Procedures. Upon receiving notice of a relevant claim, Alpha City Holding Company Corp. will use reasonable efforts to investigate such alleged infringement and will take appropriate action.

8.2. Rights to Remove Infringing Content. Alpha City Holding Company Corp. reserves the right to remove any content that allegedly infringes upon another person’s intellectual property rights, thereby restricting access to or visibility of such content. This may restrict the Seller’s ability to sell, access, or view such content on any of its applications. You acknowledge that any transaction you conduct involving the purchase and sale of Property is conducted with the knowledge and assumption of the risk that the Property. Alpha City Holding Company Corp. will not, under any circumstance, be held liable to you for removing allegedly infringing content any of its applications or otherwise fulfilling its obligations.

9. Liability.

9.1. Items for Sale - Provided “As Is” and “As Available”. Unless notices is provided to the contrary in a writing by Alpha City Holding Company Corp., Alpha City Metaverse, other Alpha City Holding Company Corp. applications and the property, nfts, referenced content and other content contained or listed therein are provided on an “as is” and “as available” basis without warranties or conditions of any kind, either express or implied.

9.2. Disclaimers. Alpha City Holding Company Corp. and all of their respective employees, directors, officers, agents, representatives and contractors, disclaim all warranties, conditions, and representations, express or implied, statutory, or otherwise, including implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement, or arising out of course of dealing or usage of trade. Alpha City Holding Company Corp. make no representation or warranty

a) that the metaverse platform or any content or information displayed on or made available on or through the metaverse platform, including any platform content, property (including any nfts and referenced content), listing pages, condition reports, or any other content or information displayed on or through the metaverse platform:

(i) will meet your requirements;

(ii) will be available on an uninterrupted, timely, secure, or error-free basis;

(iii) are or will be free of malicious code (as defined in the acceptable use policy)

or

(iv) will be accurate, complete, reliable, current, legal, or safe;

(b) as to the value or title of property; or

(c) in relation to the content of any third party sites or services linked to or integrated with the metaverse platform.

9.3. liability. to the extent permitted by law, Alpha City Holding Company Corp. will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages, whether arising from or relating to the Terms of Service, any Alpha City Holding Company Corp. application, third party sites and products, or for any damages related to loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, or loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable and even if we have been advised of the possibility of such damages.

9.3.1. Alpha City Holding Company Corp. will not be liable for any loss or damage of any kind arising out of or relating to any

(a) use of, or any action taken in reliance on, content or information displayed on or made available on or through any Alpha City Holding Company Corp. application;

(b) errors, mistakes, or inaccuracies of such content or information;

(c) personal injury or property damage resulting from your access to or use of the Alpha City Holding Company Corp. application or your consumption or use of any property;

(d) any unauthorized access to or use of our servers or of any personal information or data relating to any “user”;

(e) any interruption of transmission to or from the Alpha City Holding Company Corp. applications;

(f) any malicious code (as defined in the acceptable use policy) which may be transmitted on or through the site;

(g) your participation in or the outcome of a transaction effectuated by any Alpha City Holding Company Corp application;

(h) blockchains (including as related to errors on any specific blockchain network, forks, server failure, technical node issues, data loss, corrupted wallet files, etc.) Or the use of any electronic wallet (or any vulnerability failure, or abnormal behavior of any software relating thereto);

(i) actions of any third parties including any platform providers; or

(j) other user’s violation of these Terms of Service.

9.3.2. Without limiting the foregoing, the total liability of Alpha City Holding Company Corp for any claims arising under these Terms of Service shall be limited to the greater of

- (a) one hundred U.S. Dollars (\$100.00) or
- (b) the amount received by Alpha City Holding Company Corp. in taxes / commissions from the sale of the property that is the subject of the relevant claim.

10. User Representations and Warranties.

In addition to any representations and/or warranties set forth elsewhere in these Terms of Service, you represent and warrant that at all relevant times:

- (a) neither your performance under these Terms of Service, nor your purchase or receipt of Property in accordance with the terms herein, has violated or will violate any applicable Law;
- (b) if you are acting as an agent on behalf of a principal, the arrangement between you and your principal, will not facilitate tax crimes;
- (c) you have no knowledge or reason to suspect that
 - (i) the funds used to make purchases are connected with the proceeds of criminal activity, or
 - (ii) you or your principal, if applicable (or, if you are an entity, any person(s) or entity(ies) with a beneficial or ownership interest in you), are under investigation, charged with, or convicted of any substantive or predicate money laundering or economic sanctions crime, terrorist activity, tax evasion or act in violation of any anti-bribery or anti-corruption law (including but not limited to the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act);
- (d) you (and your principal, if applicable) are not, nor are you (or your principal, if applicable) owned, controlled, or acting on behalf of, an entity or individual that is:
 - (i) the subject of economic sanctions, embargoes or other trade restrictions in any jurisdiction, including those administered and enforced by the United States, European Union, United Kingdom, United Nations Security Council, or other applicable sanctions authority (collectively, "Sanctions"), or
 - (ii) located, organized, or resident in a country or territory that is the subject of Sanctions (including Crimea, Cuba, Iran, North Korea, and Syria) (collectively, "Sanctioned Jurisdictions");
- (e) payment of the Purchase Price will not be funded directly or indirectly by or from anyone that is the subject of Sanctions or located, organized, or resident in a Sanctioned Jurisdiction;
- (f) no party directly or indirectly involved in the purchase will be the subject of Sanctions, nor owned or controlled by any individual or entity that is the subject of Sanctions or otherwise located, organized, or resident in a Sanctioned Jurisdiction, unless expressly authorized in writing by the government authority having jurisdiction/
- (g) if you are acting as agent on behalf of a principal, you have taken steps reasonably designed to ensure compliance with Sanctions, anti-money laundering, anti-terrorism, and anti-bribery or anti-corruption laws, including but not limited to, conducting appropriate due diligence on your principal and screening source of funds.
- (h) your purchase will not cause (or otherwise result in) us, Sellers, or anyone else to violate any Sanctions, anti-money laundering, anti-terrorism, or anti-bribery or anti-corruption law;
- (i) you are of legal age, in the jurisdiction in which you reside, to enter into a binding contract (and in any event are older than thirteen (13) years of age); and
- (j) have full legal authority without any further action or other party's consent to enter into and perform this agreement and to give these representations and warranties; if you are an entity, the individual bidding on your behalf is authorized to do so and the entity is duly incorporated or formed, validly existing and in good standing in the jurisdiction where it is incorporated or formed.

11. Acknowledgment and Acceptance of Risk.

11.1. Inherent Risks of Smart Contracts and Blockchain Technology. Where the purchase of Property in a given transaction involves assets and activities memorialized on the blockchain, certain related activities (which may extend to, in relation to Alpha City Holding Company Corp, purchases, sales, transfers and other functionalities) utilize smart contract and blockchain technology. You represent and warrant that you are knowledgeable, experienced and sophisticated in using blockchain technology and that you acknowledge, understand and are willing to accept the risks associated with related technological and cryptographic systems such as blockchains, NFTs, smart contracts, consensus algorithms, cryptocurrencies, decentralized or peer-to-peer networks and systems. You further acknowledge and agree that such technological and cryptographic systems (inclusive of the examples listed in the preceding sentence) may be subject to malfunctions, bugs, timing errors, hacking and theft, changes to the protocol rules of the blockchain (i.e., “forks”), hardware, software and/or Internet connectivity failures, unauthorized third party data access, and other technological risks, any of which can adversely affect the relevant smart contracts and may expose you to a risk of loss, forfeiture of your digital currency or NFTs, or lost opportunities to buy or sell Property. You accept the inherent security risks of providing information and conducting business over the Internet, and acknowledge that Alpha City Holding Company Corp assumes no liability or responsibility for any such failures, risks, or uncertainties, nor for any communication failures, disruptions, errors, distortions or delays you may experience when using the Alpha City Holding Company Corp applications, however so caused.

11.1.1 You acknowledge and agree that our staff are not information technology or data experts. You acknowledge that the Alpha City Holding Company Corp applications are subject to flaws and acknowledge that you are solely responsible for evaluating any code provided. This warning and others provided in these Terms Of Service by Alpha City Holding Company Corp shall in no way evidence or represent an ongoing duty to alert you to all of the potential risks of utilizing or accessing the Alpha City Holding Company Corp applications. Alpha City Holding Company Corp applications may experience or be the target of sophisticated cyber-attacks, unexpected surges in activity or other operational or technical difficulties that may cause interruptions to or delays on the Alpha City Holding Company Corp applications.

11.2. Acknowledgement of the Volatility of the Valuation of Blockchain Assets. You acknowledge and agree that the prices of blockchain assets (including NFTs) are extremely volatile and unpredictable, that such assets may have no or little inherent or intrinsic value and that fluctuations in the price or markets of those or other digital assets could materially and adversely affect the value of Property purchased on the Metaverse Platform (which may itself be subject to significant price volatility).

11.2.1. We do not make any representations of any kind that the value of any Property (including any NFTs which may be included therein) bought or sold on any Alpha City Holding Company Corp application will retain the value of its original purchase price or attain any future value. You acknowledge that the value and/or utility of an NFT can be based on both subjective factors and market forces (e.g., the market(s) for cryptocurrencies, the issuance of new regulations, etc.), and any fluctuations in value of Property are outside of the control of Alpha City Holding Company Corp.

11.3 Risks and Limitations. You accept and acknowledge that

- (a) we do and will rely on third-party platforms for support in the facilitation of transactions, the recording of any transfer in the decentralized ledger within the blockchain, the processing of payments, user administration and account services, and other assistance, tasks and support relating to the operation and administration of Alpha City Holding Company Corp applications;
- (b) the Alpha City Holding Company Corp applications may suffer if we are unable to maintain a good relationship with such Platform Providers;
- (c) the applicable regulations governing blockchain technologies, cryptocurrencies, NFTs and other digital assets is uncertain, and new regulations or policies may materially adversely affect the development of Alpha City Holding Company Corp applications and the value or utility (or both) as well as interfere with our ability to operate or improve upon Alpha City Holding Company Corp applications and smart contracts;

- (d) a lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of Alpha City Holding Company Corp applications, and therefore the potential utility or value; and
- (e) there are risks associated with purchasing user-generated content (including but not limited to, the risk of purchasing counterfeit assets, mislabelled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable), that Property may be encumbered by actual or possible copyright or trademark claims, and that we make no representations or warranties as to the quality, origin, legitimacy, authenticity, identity or ownership of any the of Property in the Metaverse Platform or any of the Referenced Content related thereto.

11.4. No Implicit Endorsements. You acknowledge that reference on Alpha City Holding Company Corp applications to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us, and that we do not endorse or assume any responsibility for any activities of or resources, products, services, content or promotions owned, controlled, operated or sponsored by third parties (including Third Party Sites).

11.5. Acknowledgement of Responsibilities for Transaction Outcomes. You acknowledge and agree that that use of Alpha City Holding Company Corp applications, including the creating, buying or selling of digital assets, may carry financial risk, and that the risk of loss may be substantial. All transaction decisions are made solely by you. Transactions carried out through the Metaverse Platform are irreversible, final and there are no refunds. By using the Metaverse Platform, you represent that you have been, are and will be solely responsible for making your own independent appraisal and investigations into the risks of a given transaction and the underlying digital assets. You acknowledge and assume the risk of initiating, interacting with and participating in transactions, in whatever means effectuated thereby, and take full responsibility and liability for the outcome of any transaction you initiate (regardless of whether the smart contracts, platform, other market participants or other users behave as expected or intended) and all other aspects of your use of and access to Alpha City Holding Company Corp applications. Under no circumstances will the operation of all or any portion of the Alpha City Holding Company Corp applications be deemed to create a relationship that includes the provision or tendering of investment advice.

12. Dispute Resolution.

12.1. You understand and agree that any dispute resolution proceedings, will be conducted only on an individual basis and not in a class or representative action.

12.2. You understand that you and Alpha City Holding Company Corp are agreeing to give up any rights to litigate claims before a jury.

13. Indemnification and Release.

13.1. General Indemnification. To the fullest extent permitted under applicable law, you agree to indemnify, defend and hold harmless the Alpha City Holding Company Corp from and against any and all claims, causes of action, costs, proceedings, demands, obligations, losses, liabilities, penalties, damages, awards, judgments, interest, fees, and expenses (including reasonable attorneys' fees and legal, court, settlement, and other related costs) of any kind or nature, in law or equity, whether in tort, contract or otherwise, arising out of or relating to, any actual or alleged

- (a) breach of these Terms Of Service;
- (b) inaccuracy or incompleteness of any Account information, User Content or other information provided or submitted by you in connection with your use of Alpha City Holding Company Corp applications;
- (c) use or misuse of the Alpha City Holding Company Corp applications, Platform Content or Property; or
- (d) violation of the rights of a third party;
- (e), You hereby release, acquit, and forever discharge the Alpha City Holding Company Corp's Entities from any damages, suits, or controversies or causes of action resulting from a sale of any of your listed Property occurring after the breach of these Terms Of Service; or arising out of another "User's" violation of these Terms Of Service.

13.2. Release from Copyright Claims. You irrevocably release, acquit, and forever discharge the Alpha City Holding Company Corp's Entities of any liability for direct or indirect copyright or trademark infringement for Alpha City Holding Company Corp's use of User Content and Referenced Content in accordance with these Terms Of Service.

14. Miscellaneous Terms

14.1. Severability of Terms. If any provision, term or clause of these Terms Of Service is found by a court of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms Of Service remain in full force and effect.

14.2. Termination of these Terms Of Service. Notwithstanding anything to the contrary set forth in these Terms Of Service, we may terminate these Terms Of Service, cancel any transaction, terminate or suspend your access to all or any part of Alpha City Holding Company Corp applications at any time, and/or block or prevent future access to and use of Alpha City Holding Company Corp applications, in each case with or without cause, with or without notice and without attendant liability, effective immediately. Upon any termination, all rights and obligations of the parties hereunder shall cease, and you shall immediately cease using the Alpha City Holding Company Corp applications, except that

(a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) and all remedies for breach of these Terms Of Service shall survive and

(b) the provisions of these Terms Of Service that by their nature are intended to survive termination will survive. For the avoidance of doubt, if we terminate these Terms Of Service or suspend or terminate your access to or use of Alpha City Holding Company Corp applications due to your breach of these Terms Of Service or any suspected fraudulent, abusive, or illegal activity, then termination of these Terms Of Service will be in addition to any other remedies we may have at law or in equity. You acknowledge and agree that, upon any termination or expiration of these Terms Of Service, we will have no obligation to maintain any User Content or any other information relating to your use of Alpha City Holding Company Corp applications in our databases or to forward any such information to you or to any third party.

14.3. Assignment. These Terms Of Service, and any rights, licenses and privileges granted herein, may not be transferred or assigned by you, but may be assigned or transferred by us without restriction, notice or other obligation to you.

14.4. No Waiver. Our failure to exercise or enforce any right or provision of these Terms Of Service will not constitute a waiver of such right or provision, and no act, omission or delay by us will be deemed a waiver or release of any of our rights hereunder.

14.5. Further Inquiries. You may direct questions about these Terms Of Service, or other issues, to:

Alpha City Holding Company Corp
8 Victoria House
5th Terrace, Centreville
NASSAU, THE BAHAMAS

14.6. No Third Party Beneficiaries. Except as otherwise expressly provided herein, these Terms Of Service are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

14.7. Interpretation. The section titles in these Terms Of Service are for convenience only and have no legal or contractual effect. The terms "include," "includes," and "including," whether or not capitalized, mean "include, but are not limited to," "includes, but is not limited to," and "including, but not limited to," respectively and are to be construed as inclusive, not exclusive.

14.8. Conflicts. These Terms Of Service are subject to any supplemental, and superseded by any conflicting, terms and conditions included in any applicable Listing Terms.

IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY ALL OF THE FOREGOING TERMS, PLEASE DO NOT ACCESS OR USE ALPHA CITY HOLDING COMPANY CORP APPLICATIONS IN ANY MANNER.