# $RAT Token Sale Terms

*(Version 1.0 – December 2025)*

## Issuer

Moving Castles GmbH

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Germany

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## 1. Nature of Token

$RAT is a **utility token** used in the on-chain game RAT.FUN. It is designed only to enable access to and interaction with features within the RAT.FUN ecosystem.

$RAT does **not** provide profit participation, dividends, redemption rights, ownership rights, governance rights or any claim against the Issuer. $RAT is **not intended** to constitute an investment or financial instrument and does not create any expectation of profit.

As of the date of sale of $RAT under these terms, the utility of $RAT is access to the RAT.FUN game, subject to the then-current game terms as made available at rat.fun. This functionality is live and fully available at the time $RAT is sold.

## 2. Offer under MiCAR

This offer relies on **Article 4(2) MiCAR** (*"mini-offer"*) and is subject to:

- an aggregate consideration limit of **EUR 1 000 000** in the European Union within any **12-month period**, and
- a **technical per-wallet cap of EUR 950** (equivalent), enforced by the sale contract.

The MiCAR limit applies **per acquirer**, not per wallet. Buyers are responsible for ensuring that their total acquisitions of $RAT do not exceed **EUR 1 000** (equivalent) **per acquirer** within any 12-month period.

## 3. Purchase Process

Tokens are sold via an **automated on-chain price function (Doppler v4)** on the **Base L2** network. The sale:

- stops automatically once **EUR 800 000** (equivalent) has been received by the sale contract, or

- ends after 31 days from launch,

whichever occurs first. Any unsold tokens allocated to the sale are burned.

Buyers use **self-custody wallets** to interact directly with the sale contract. All blockchain transactions are initiated by the Buyer and are final once executed on-chain.

Access to the purchase function requires:

1. prior acceptance of these Sale Terms, the mini-offer white paper and the Privacy Notice; and

2. successful **jurisdictional eligibility verification** as described in the Privacy Notice and enforced by the sale contract.

## 4. Price and Delivery

Pricing is **EURC-denominated** and determined by a pre-programmed formula within a range of approximately **€0.005–€0.020 per $RAT**, depending on cumulative EURC received by the contract.

- Buyers may pay in **ETH or USDC (on Base)**.

- The sale contract converts payments into **EURC** on-chain for pricing, caps and settlement.

- The Issuer receives **EURC only**; there is no manual exchange or custody of Buyer funds.

Once a purchase transaction succeeds:

- the contract enforces the applicable caps,

- calculates the number of $RAT under the pricing formula, and

- **delivers $RAT immediately** to the Buyer's wallet.

Transactions are **irreversible and non-refundable**, except where mandatory consumer protection law grants additional rights.

## 5. Taxes

VAT is applied where applicable in accordance with EU and German tax law.

Buyers are responsible for any other taxes, duties or charges arising from holding, using or disposing of $RAT, including income or capital gains taxes in their jurisdiction.

## 6. No Refunds / Withdrawal Waiver

$RAT is **digital content** delivered immediately on-chain.

By confirming each purchase, the Buyer:

- **expressly requests** that MC begin performance (delivery of $RAT) **immediately** and before the end of the statutory withdrawal period; and

- **acknowledges** that they **lose their statutory 14-day right of withdrawal** once the transaction has been executed on-chain (§ 356(5) BGB).

In the purchase flow this is reflected by a separate checkbox, for example:

> "I want immediate delivery and waive my 14-day withdrawal right for this purchase once the transaction has been executed on-chain."

Apart from rights that cannot be waived under mandatory law, there are **no refunds or cancellations**.

## 7. Liability

MC's liability is as follows:

1. MC is liable **without limitation** for damage:

   - caused intentionally or by gross negligence,

   - resulting from injury to life, body or health, or

   - covered by mandatory liability under the German Product Liability Act (*Produkthaftungsgesetz*).

2. In cases of **simple negligence**, MC is liable only for breaches of **essential contractual obligations** (*wesentliche Vertragspflichten*), i.e. duties whose fulfilment is necessary for proper performance of the contract and on which the Buyer may regularly rely. In such cases, liability is limited to the **typical, foreseeable damage**.

3. Any further liability of MC for simple negligence is excluded.

These limitations also apply to MC's legal representatives and vicarious agents. Mandatory liability under applicable consumer protection law remains unaffected.

## 8. Governing Law / Venue

These Sale Terms and any contracts between the Buyer and MC relating to the purchase of $RAT are governed by **German law**, excluding its conflict-of-laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

The courts of **Berlin (Landgericht Berlin)** shall have exclusive jurisdiction, to the extent legally permissible. Mandatory consumer-protection rules and jurisdiction provisions in the Buyer's country of residence remain unaffected.

## 9. Data Protection

Personal data is processed only as described in the **Privacy Notice** available on the RAT.FUN website.

In particular:

- At checkout, MC evaluates the Buyer's IP address **ephemerally** to derive a **country code** for VAT and eligibility purposes; only the country code is retained.

- Wallet addresses and on-chain transactions are public on the blockchain. MC does not actively link wallet addresses to identified individuals beyond the use described in the Privacy Notice.

Further details on processing, legal bases, retention and data subject rights are set out in the Privacy Notice.

## 10. Sanctions and Restricted Jurisdictions

By participating in the token sale, the Buyer represents and warrants that they:

1. are not located in, resident in, or a national of any jurisdiction subject to comprehensive financial sanctions by the European Union, Germany, the United Nations, or the United States (including Cuba, Iran, North Korea, Syria, Russia, and the Crimea, Donetsk and Luhansk regions of Ukraine);

2. are not listed on any applicable sanctions list, including the EU Consolidated Financial Sanctions List or the U.S. OFAC SDN List; and

3. are not purchasing $RAT on behalf of any such person or jurisdiction.

The jurisdictional eligibility verification described in Section 3 serves as the primary technical enforcement of these restrictions. MC may update the list of restricted jurisdictions at any time to reflect changes in applicable law.