

# THE TERMS & CONDITIONS

## „ROTTEN RAT CITY”

### § 1. INTRODUCTION

#### 1.1. Purpose & Website

The Terms and Conditions is provided by LAB C FZ-LLC and associates (jointly referred to hereinafter as “LAB C” “we” or “us”) and covers usage of the Website [www.rottenratcity.io](http://www.rottenratcity.io). Herein, we shall refer to you as “You” or the “User”.

Rotten Rat City is a decentralized, autonomous organization whose purpose is to create an autonomous economy that allows users holding a Rotten Rat Coin Token (hereinafter referred to as “Tokens” or “Rotten Rat Coin”) to vote on issues concerning the further development of the Rotten Rat City project or other activities as made available through the Website. The voting system and voting power per User will depend on the number of Tokens held.

This document explains the conditions under which the User may access and then use the Interface. You are required to read these terms before using the Website. If you do not agree, you are not authorized to access or use the Interface and should not use it.

#### 1.2 Rotten Rat Coin

**You acknowledge and agree that LAB C manages Website, and that by purchasing/using Rotten Rat Coin Tokens on the blockchain network, you are entering into a relationship based on other terms or conditions of service, including but not limited to the information and documents available at [www.ethereum.org](http://www.ethereum.org) (or elsewhere) and/or [www.metamask.io](http://www.metamask.io). The User acknowledges and accepts that use of Tokens on the Website does not imply any transaction or contract directly with LAB C or its affiliates. The conclusion of the contract for the provision of electronic services between LAB C and the User takes place as a result of the registration of the User Account, in accordance with these Terms & Conditions.**

#### 1.3 Disclaimer

**In any way, the activity of LAB C or the Website does not refer to investments as investment funds. Based on information posted on the Website, the term “investment” or “investments” shall be defined only as use of the Tokens or pursuing to buy a Tokens, through third party services (e.g. [www.metamask.io](http://www.metamask.io)). The activity of LAB C shall not be perceived as investment advising or investment recommendations, or intermediation in such advice or recommendation, or managing of any assets relating to the Tokens. If the User has doubts about the functioning of the blockchain technology, cryptocurrencies or the rules for executing transactions on the Tokens, he/she should contact legal, tax or investment adviser before taking any action on the Website.**

### § 2. DEFINITIONS

**2.1 LAB C – LAB C FZ-LLC** (Registration No.: 0000004036766 & Licence No.: 45000914) with registered office at FDRK2283 Compass Building, Al Shohada Road, AL Hamra Industrial Zone-FZ, Ras Al Khaimah, United Arab Emirates;

**2.2 User** – a natural person, a legal person, an organizational unit without legal personality to whom the law assigns legal capacity, who manages business or acts professionally, or has appropriate competences on the basis of national law applicable in the place of temporary or permanent residence, who familiarize him/herself with the information posted via the Website;

**2.3 Website** – an Internet website under the domain: [www.rottenratcity.io](http://www.rottenratcity.io);

**2.4 Account** – collections and competences assigned to the User within the scope of the Website, resulting concluding the agreement on service provision by electronic means between the User and LAB C, includes data necessary for authorisation and for using some services accessible via the Website;

**2.5 Rotten Rat Coin Token / Token** - a term referring to the value of assets in ERC20 standard as a part of the blockchain network (Ethereum), enabling the owner to act pursuant to information presented on the Website;

**2.6 KYC/AML** – a set of activities as a result of which information on a particular User is obtained. These activities are performed in order to determine the scope of financial security measures appropriate for a given business relationship or transaction and to assess the risk related to counteracting money laundering and terrorist financing, taking into account specific types of risk;

**2.7 DAO** – a decentralized autonomous organization constructed by rules encoded as a computer program which provides processing and storing, as well as sending and receiving data in blockchain network.

### **§ 3. GENERAL PROVISIONS**

#### **3.1 User**

The Website may be used only by natural persons, legal persons and other organizational units with full legal capacity under the law. The age of majority is determined by law of the country in which the User lives, and the minimal age is 18 years old. Using the Website is free of charge.

For access to some of the certain content available on the Website, You must have at least 1 (one) Rotten Rat Coin (or any future one created by this creator, according to the information available on the Website) in Your wallet (through which you connect to the Website).

#### **3.2 Terms and conditions**

By using the Website, the User confirms that he/she has read the Terms and Conditions and in particular the mechanisms of software functioning and applications based on the blockchain technology, and the risk of losing all invested funds. The Terms and Conditions constitute a binding Agreement between the User and LAB C and apply to all Users who access or use the Website (also by simply browsing the content posted via the Website).

#### **The User represents that:**

3.2.1 by using the Tokens via Website acts on his/her own and on his/her own behalf, and in particular does not act for the benefit of a person or entity being a citizen or a resident of countries where law restricts or prohibits participation in processes collectively and commonly referred to as Initial Coin Offering (or other similar process). Also, the User represents that the financial means used to acquire Tokens, including other tokens as part of collections made available by LAB C have legal sources;

3.2.2 he/she fully accepts the provisions hereof, without any doubts nor additions, as well as the User acknowledges and accepts that LAB C does not mediate in any way in the transaction of purchasing the Tokens, therefore it shall not guarantee that acquisition of these tokens, will bring the User expected outcomes, results or economic or financial benefits. At the same time, the User represents that LAB C has not guarantee him/her such results;

3.2.3 LAB C does not offer any services related to securities, and that LAB C is not an entity transferring any money. LAB C does not provide investment, financial, tax or legal advice. Any information and applications posted on the Website do not constitute investment advice, financial advice, commercial advice or any other type of advice.

The User is obliged to determine how and according to what law the taxation shall be carried out in connection with the acquisition or use of the Tokens and to pay the tax to the competent tax authorities. LAB C is not liable in any way for incorrect tax settlement of the User due to the purchase of the Tokens.

### **3.3 User Account**

The Account may be created by the User, by connecting Your Metamask wallet ([www.metamask.io](http://www.metamask.io)). Account registration is free and voluntary (optional), but necessary to use some of the functionalities available within the Website. The registration of the Account takes place only via the Internet (online).

### **3.4 KYC/AML**

LAB C or entities cooperating with it, as part of activities performed by the User on the Website, may verify the User to the extent specified in the relevant international acts on counteracting money laundering and terrorist financing (AML). Pursuant to the legal requirements, the entity performing such verification may perform it again in the event of statutory premises, also in accordance with the internal security procedure.

## **§ 4. TERMS OF WEBSITE**

### **4.1 Respecting the Rules**

Each User obliges to use the Website in accordance with its purpose, applicable law, social and moral norms and the provisions hereof. The User is obliged to protect own passwords and personal access keys to the Metamask against the third-party access.

#### **The User represents that he/shill will refrain from the following conduct in the form of:**

4.1.1 actions that are intended to disrupt or compromise the integrity, security or proper functioning of the Website, such as a cyberattack;

4.1.2 defraud or mislead another person or entity, including but not limited to providing false, inaccurate, or misleading information for the purpose of wrongfully obtaining property of another

4.1.3 market manipulation, namely through actions that violate any applicable law, rule or regulation governing the integrity of trading markets, including but not limited to manipulative tactics known as spoofing and wash trading.

### **4.2 Unauthorized Access**

LAB C does not in any way process or store access data, including Users' private keys. The User is obliged to protect data used to access to the Website, including data necessary to access the third party's application (e.g., Metamask), because in the event of their loss LAB C or associates shall not recover the data. In the event of loss of access data, including in particular private keys, the User may lose all of the Tokens, assigned to a given wallet address, for which LAB C shall not be liable.

Any results of unauthorized acquisition of the password, keys or other data enabling the access to the Tokens belonging to the User are not the liability of LAB C.

### **4.3 Knowledge of the Blockchain Technology**

**The User represents that he/she is familiar herewith, as well with the process of acquiring and using of the Tokens and its mechanism, and that he/she has extensive knowledge in the field of functioning, use or usability of software and applications based on the blockchain technology.**

All transactions related to the Tokens are executed automatically, based on the User's decisions and his/her orders. The User is solely responsible for determining whether the decision to use the Tokens is proper.

## **§ 5. CONTACT WITH THE LAB C**

### **5.1 Reporting Violations**

The User or a third party may refer to LAB C regarding possible violations of the provisions hereof or violations of the use of the Website. Any violations in the acquisition or use of Tokens should be directed only to third parties providing services of the transactions of these Tokens in the blockchain network, in accordance with the information provided on [www.ethereum.org](http://www.ethereum.org) (or equivalent) and/or [www.metamask.io](http://www.metamask.io)

## **5.2 Response Time**

LAB C shall provide a response by electronic means within 30 (in words: thirty) working days from the date of receiving it. The response to the application shall be sent to the e-mail address provided by the User or a third party in the e-mail message. LAB C reserves the right to extend the above term by a maximum of 30 (in words: thirty) working days if the identification of the report requires special information or encounters obstacles independent of LAB C. Furthermore, LAB C reserves that the examination of the report may require additional explanations from the User or a third party - in such a situation the duration of a response from LAB C shall be extended accordingly each time.

## **5.3 Consent to Contact in the Electronic Form**

Submitting the complaint electronically by the User or a third party to LAB C is understood as a consent to receive a response from LAB C in the electronic form, pursuant to § 6 herein.

# **§ 6. PRIVACY POLICY**

## **6.1 Data Processing**

By providing any personal or identification data to LAB C, the User agrees to include such data in the LAB C collection and to process them for the purpose of performing specific tasks, under the provisions hereof. LAB C processes or may process Users' personal data, in accordance with the data provided, including in particular identification and contact data.

The Data Controller is "LAB C" with registered office in Ras Al Khaimah, United Arab Emirates (referred to hereinafter as "the Controller"). The contact with the Controller is available at: [contact@rottenraticity.io](mailto:contact@rottenraticity.io).

The Controller processes personal data in accordance with the requirements of applicable law, including in particular acts on privacy law in the United Arab Emirates relating to the security of personal data. The User is liable for providing false personal data. By accepting the Privacy Policy, the User agrees to terms and conditions of collecting, processing and securing personal data regarding the use of the Website.

## **6.2 Respect for Privacy**

The Controller makes every effort to ensure that personal data are processed with the greatest respect for the privacy of the data provider and with the utmost care for the security of the processed personal data, and in particular ensures to take all legal measures to safeguard the personal data collections.

### **6.3 Protection Measures**

The Controller represents to apply technical and organizational measures to ensure protection of processed personal data appropriate for the risks and a category of protected data, and in particular to protect data against unauthorized sharing, processing as a violation of law and against their loss, damage or destruction .

### **6.4 Processing Scope and Purpose**

The Controller processes personal data of the User with the purpose of:

- 1) fulfilling legal duties of LAB C;
- 2) marketing and advertising services, as well as sending commercial information;
- 3) using ICT end devices and automatic trigger systems - for marketing purposes;

## **6.5 Data Profiling**

Processing personal data includes profiling the Users according to their behavior, interests, credibility and preferences (including purchase preferences). Based on profiling, a specific content is conveyed to the Users, which potentially may interest them.

## **6.6 Data Sharing**

To fulfill obligations, the Controller may disclose collected personal data with the entities including: employees, associates, delivery service, payment system operators, entities providing operating, legal, accounting and IT services for LAB C, as well as entities personally or financially associated with LAB C. In such cases the volume of disclosed information is limited to necessary minimum each time.

## **6.7 Traffic Analysis**

The Controller represents that it is allowed to use tools designed to analyze traffic within the Website such as e.g., Google Analytics. In particular, the Controller has the right to collect information on the User's activity and behavior. The Controller uses the data to research the market and traffic on the Website, as well as to create statistics, in particular, to assess the interest in the posted content, as well as to improve the Website and fulfill obligations in the scope of counteracting money laundering and terrorist financing. The collected data shall be processed in an anonymous manner and used only for statistical purposes or to ensure proper use of the Website.

## **6.8 Traffic Analysis**

The Controller shall comply with the following rules for the processing of personal data:

- 1) recording collected personal data only on such storage media that are protected against third party access;
- 2) reporting collections of personal data or appointing persons who shall perform the required duties as such;
- 3) performing personal data security surveillance throughout the whole term during which they are possessed to ensure in particular protection against unauthorized access, damage, destruction or loss;
- 4) sharing personal data to competent authorities under applicable law;
- 5) preserving the confidentiality of personal data.

The personal data processed by the Controller are not shared in a form that allows User identification of any kind, unless the User has given a consent or if the obligation to disclose such information is based on applicable law.

## **6.9 User's Rights**

The Controller ensures that the applied rules of processing personal data comply with Users' rights under the applicable law, in particular the right to access, correct, update, remove, limit processing, transfer own data, to object, to withdraw the consent, to complain to the supervisory authority. Notices regarding the Privacy Policy and personal data are examined according to the procedure specified in § 5 herein.

# **§ 7. COOKIES POLICY**

## **7.1 Cookies Types**

In terms of the Website functioning, the Controller is allowed to use the following types of Cookies:

- 1) temporary, which are removed after leaving the Website or after turning a web browser off;
- 2) permanent that are stored on the User's end device for unspecified period of time, or until the User manually deletes them;
- 3) statistical to track traffic on the Website;
- 4) functional, allowing personalization of the site in relation to the User;
- 5) advertising, which allow to provide the User with the content adjusted to his/her personal preferences;
- 6) obligatory and safety, which regard safety keeping rules within the Website and authentication rules.

## **7.2 Purposes of Using**

The Controller uses Cookies for the following purposes:

- 1) optimization and increase in efficiency in terms of LAB C activity;
- 2) correct feature configuration available within the Website;
- 3) personalizing displayed contents and adjust advertisements on the Website;
- 4) keeping safety and reliability of the Website;
- 5) collecting and using general and publicly available statical data through analytical tools.

## **7.3 Purposes of Using**

To ensure the highest quality, Cookies are analyzed by the Controller to determine which subpages are visited the most, which browsers are used by visitors and whether the Website structure is free of errors.

## **7.4 Cookies Configuration**

Cookies stored on the User's end device may be used by other entities that affect the quality via the Website. The User may change own Cookie settings at any time by specifying the conditions of storing and granting access to Cookies on the User's device. The User is allowed to change the settings referred hereinabove by using the

settings of the web browser or by configuring a service or services. These settings may be changed in a way to block automatic Cookies activity in a web browser or to inform the User of placing a Cookie on the User's device.

## **7.5 User's Rights**

The User is allowed to remove Cookies at any time by using the settings available in the used web browser. Restricting or blocking Cookies via the web browser shall not make it impossible for the User to browse the content posted via the Website, however, this may cause difficulties or irregularities in the Website operation. It is recommended to use software that enables Cookies operation.

## **§ 8. ADDITIONAL CLAUSES**

### **8.1 Technical Requirements**

To use the Website, the User shall meet the following technical requirements:

- 1) having a device enabling the use of the Internet;
- 2) the Internet connection;
- 3) having a browser that allows to display websites and support third parties' applications (Metamask), e.g., Google Chrome.

LAB C represents that it makes every effort to ensure constant access to the Website, however, it does not guarantee that the use of the Website will be free of errors and technical breaks. In addition, LAB C reserves the right to change the above minimum requirements for using the Website at any time without prior notice to the User.

### **8.2 Cryptographic Techniques**

LAB C shall ensure the operation of the ICT system in a form of the Website, in such a way as to prevent unauthorized access to the content, in particular using cryptographic techniques.

### **8.3 Technical Risk**

LAB C stipulates that the use of the Website may involve a technical risk, typical for the use of the ICT system, and an increased risk in the field of the blockchain technology. The Users shall secure electronic connections and devices against unauthorized access, including, but not limited to, installing anti-virus software and securing the wallet, e.g., Metamask, in accordance with the recommendations specified at [www.metamask.io](http://www.metamask.io).

### **8.4 Technical Breaks**

LAB C reserves the right to temporarily or permanently terminate or limit activity of the Website. In particular, LAB C is entitled to conduct maintenance work of the Website to restore security and stability of the ICT system. Accordingly, the User acknowledges and accepts that he/she has no claims regarding such interruptions or restrictions.

### **8.5 Other Websites of Third Parties**

LAB C exercises due diligence to specify unambiguously and identify pages and websites managed by third parties that offer separate services or a service, not related to the activities of LAB C, pursuant hereto. However, LAB C is not liable for the content, subject and the relationship established with another entity by the User. In such a situation, the User should each time exercise due diligence to determine with which entity the possible relationship is being established and to which website of the third party the User has been redirected using the Website.

## **§ 9. FINAL PROVISIONS**

### **9.1 Amendments**

LAB C has the right to amend hereto at any time. In such a situation, LAB C shall inform about changes hereto in a visible place on the Website, including in particular by posting a new version hereof on the Website.

### **9.2 Additions and Information Included Herein**

No legal basis or incompleteness of any of the provisions contained herein does not mean that the entire Terms and Conditions is legally void. Such provisions shall be amended to the ones that best reflect their meaning and purpose.

### **9.3 Disputes**

All parties to the disputes that may arise in connection herewith shall be settled amicably in the first place, by mutual arrangements between the User and LAB C. The User acknowledges and accepts that the amicable resolution of a dispute procedure is a condition precedent that shall be met prior to commencing any legal proceedings. In such a situation, the User is obliged to contact LAB C pursuant to provisions of § 5 hereof.

If the above provisions are met, as well as in the absence of an amicable solution to the dispute, the provisions hereof shall be settled by the court competent for the current place of a registered office of LAB C. At the same time, the User acknowledges and accepts that disputes arising therefrom may only be considered on the basis of an individual case of the User. In no way is LAB C obliged to settle disputes as collective cases or collective actions.

### **9.4 Transformation or Transfer of Rights**

The User acknowledges and accepts that the LAB C may transfer the rights and obligations resulting from the implementation of the provisions hereof to another entity, person or third parties, including transferring the rights and obligations to another, newly established company as a result of the transformation.

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