

TERMS OF SERVICE

Last updated: 16.07.2026

1. GENERAL INFORMATION

1.1 These Terms of Service ("Terms and Conditions" or "T&Cs") apply to the use of the games of chance offered by the Company (the "Games"), as well as any related Internet, mobile or other technological platforms made available through the Company's official domain name fairspin.io and any additional domains, mirrors, and/or software applications registered and approved by the Anjouan Gaming Authority ("Gaming Authority") for use by Sorta Group Limitada in providing games (collectively, the "Website"). The term "T&C" also includes all Sorta Group Limitada policies published on the Website (relevant links can always be found in the footer of the Website), including but not limited to: Responsible Gaming, Self-Exclusion, Dispute Resolution, AML, Fairness & RNG Testing Methods, KYC Policy, Privacy & Management of Personal Data, Account, Pay-outs and Bonuses policies.

Acceptance of these T&Cs constitutes explicit agreement to all operational procedures and compliance rules contained therein, including but not limited to: any standard verification, additional or enhanced verification (KYC), verification of source of funds and source of wealth, account restriction, withdrawal limitation, fraud prevention measures, bonus abuse regulations, and compliance communication rules, and any other compliance-related documents.

1.2 Sorta Group Limitada, fairspin.io and all associated trademarks are the exclusive property of either Sorta Group Limitada or any of its subsidiaries (where applicable), or parent company, or other affiliated entities (if any) ("Affiliates").

1.3 Sorta Group Limitada is a legal entity registered at province 01 SAN JOSE, COUNTY 15 MONTES DE OCA, DISTRICT SAN PEDRO, BARRIO DENT, two blocks north and half a block east from THE CENTRO CULTURAL COSTARRICENSE NORTEAMERICANO, OFIDENT BUILDING, office number three, COSTA RICA under the laws of Costa Rica holding registration number 3-102-908265 with a license obtained under the laws of Anjouan with registration number ALSI-202508047-FI2. Sorta Group Limitada operates under the trading name fairspin.io and other domain names and/or software applications that are registered and approved by the Anjouan Gaming Authority. For the purposes of these Terms any reference to Sorta Group Limitada, fairspin.io or any other domain names and/or software applications owned by Sorta Group Limitada, registered and approved by the Anjouan Gaming Authority shall be interpreted as a reference to Sorta Group Limitada and/or its Affiliates), as applicable.

Sorta Group Limitada operates under the valid Gaming License, issued and regulated by the Anjouan Gaming Authority, subject to the applicable laws and regulatory requirements of Anjouan.

1.3.1 Veltria Ltd, a legal entity incorporated and existing under the laws of Cyprus with company registration number HE 479000, with its registered office Archiepiskopou Makariou III, 84, OFFICE 1, 6017, Larnaca, Cyprus, is contractually authorized by Sorta Group Limitada to process all funds deposited or withdrawn by the Users through the relevant payment institutions, aggregators, and banks.

1.4 The contractual relationship between the registered player ("User") and Sorta Group Limitada is governed by these Terms and Conditions and by the laws of Anjouan.

1.5 These T&Cs come into force as soon as You click on the "Sign Up" button and register Your Member Account (as defined below) with Sorta Group Limitada. By creating and/or opening and/or registering a Member Account with Sorta Group Limitada, You signify to Sorta Group Limitada that You have read, understand and accept these T&Cs. Moreover, upon registration of Your Member Account, You will

immediately enter into an agreement with Sorta Group Limitada on the terms and conditions contained in these T&Cs (the "Agreement"). By using the Website, Sorta Group Limitada services, any of the Games and/or Your Member Account, You signify that You agree with these T&Cs and commit Yourself to abide by them at all times while using the Website, Sorta Group Limitada services, any of the Games and/or Your Member Account.

1.6 You must read these T&Cs carefully in their entirety before clicking on the "Sign Up" button. If You do not agree with any provision of these T&Cs, You must not use or continue to use the Website.

1.7 You fully understand and agree to be bound by the terms and conditions contained herein, including any amendments we may make from time to time.

1.8 Rules and explanations regarding participation in any of Sorta Group Limitada's Games, the maintenance of Your Member Account with Sorta Group Limitada, and other important information is provided in separate links on the Website and are incorporated into these T&Cs by reference.

1.9 Any reference to Sorta Group Limitada's Games in these T&Cs shall include the casino and other Games that may become available on the Website from time to time. Sorta Group Limitada reserves the right to add and remove Games from the Website at its sole discretion.

1.10 If You open or attempt to open more than one Member Account, for any reason, Sorta Group Limitada may block or close any or all of Your Member Accounts at its sole discretion. Sorta Group Limitada also reserves the right to withhold any deposits or winnings upon the discovery of duplicate or multiple accounts at its sole discretion. If Sorta Group Limitada decides to leave one Member Account open, it will be the first Member Account that You created with Sorta Group Limitada, and any remaining deposits, if applicable, may be transferred to that account, provided that Sorta Group Limitada determines at its sole discretion that the duplicate account was opened accidentally and without fraudulent intent or bonus abuse motives. Where fraudulent intent, collusion, or systematic bonus abuse is identified, all funds and winnings shall be forfeited and confiscated in full. Sorta Group Limitada will deduct an administrative fee of 10% (minimum 30.00 USDT or financial equivalent in the selected Principal Currency) for each additional Member Account You have opened, as well as any other deductions applicable under these T&Cs. Furthermore, if You attempt to open any additional Member Account after Your original Member Account had been closed due to gambling addiction or responsible gaming concerns, any funds held in such additional Member Account(s) will be immediately forfeited, and no winnings shall be paid out under any circumstance.

1.11 Privacy Policy. Sorta Group Limitada processes some of Your personal data. To understand which personal data We process and how We use Your personal data, You can read our Privacy Policy. This Privacy Policy will inform You as to how We look after Your personal data when You visit Our Website and/or use Sorta Group Limitada services and tell You about Your personal data and privacy rights and how the law protects You. Although Our goal is to always be as clear and transparent as possible, We appreciate that legal documents can sometimes be difficult to read. Please do not hold back from contacting Us for any clarification You may need. Thus, please read carefully Our Privacy Policy available at the Website and make sure that You fully understand it prior to the registration of Your Member Account. You should be aware that our Privacy Policy is included herein by reference in these T&Cs.

1.12 Sorta Group Limitada supports responsible gambling. You acknowledge that You will not use the Website if You suffer from compulsive gambling disorder, or if You believe that You may have a problem with habitual or compulsive gambling. Sorta Group Limitada strongly advises You to refrain playing Games on the Website and to seek professional assistance should You experience any signs or gambling –related harm.

1.13 For the purpose of these T&Cs the term "law" shall mean any and all applicable laws, regulations, judgments, decrees, treaties, ordinances, orders, rulings, interpretations and policy statements issued by any governmental authority, regulatory or self-regulatory organization, authority, agency, body or organization having jurisdiction over Sorta Group Limitada, its Affiliates, You or Your use of the Website and the Games.

2. ACCOUNT, PAY-OUTS AND BONUSES

2. Information regarding the creation and management of Your Account, the processing of pay-outs, as well as terms and conditions applicable to bonuses and promotional offers, is available to bonuses and promotional offers, and is available by accessing the relevant section via the link provided in the footer of Website and is set forth below in the "Account, Pay-outs and Bonuses" section. You acknowledge and agree that such information forms an integral part of these T&Cs and is binding upon You.

3. YOUR OBLIGATIONS AS A USER

3.1 You hereby acknowledge, represent and warrant that at all times during Your use of the Website and the Games, You shall comply with these T&Cs and any other policies, rules or guidelines made available by Sorta Group Limitada from time to time.

3.1.1 You confirm that You have carefully read these T&Cs as well as any documents, policies or notices made available to You in connection with Your use of the Website and the Games. You understand and agree that Your access to and use of the Website and Games are governed by these T&Cs as amended from time to time.

3.1.2 You confirm that You are at least eighteen (18) years old or such higher minimum legal age as may be required under the laws of jurisdiction applicable to You. You further represent that You are legally permitted to participate in the Games offered on the Website under all applicable laws and regulations.

3.1.3 You undertake to use the Website and Your Member Account solely for the purpose of Your participation in the Games. You agree that Your participation in the Games is strictly on Your personal, non-professional basis and exclusively for recreational and entertainment purposes. You shall not use the Website or Your Member Account for any financial, business, or other purposes unrelated to gameplay.

3.1.4 You represent and warrant that You possess the necessary sophistication, expertise and knowledge to make informed decisions regarding bets, stakes and wages, as well as use of and play the Games offered on the Website. You acknowledge that You will not rely on any communication or statement, whether written or verbal, from the Sorta Group Limitada as financial, gaming or investment advice or as a recommendation to participate in any of the Games. Participation in gambling carries inherent risk, including the potential loss of money, and You are solely responsible for ensuring that Your gambling activities remain within Your personal limits and legal capacity. You must not use the Website if You are underage, suffer from compulsive gambling disorder, or believe that You may be at risk of developing gambling-related harm.

3.1.5 You fully understand and agree that it is entirely and solely Your responsibility to ensure that Your participation in the Games does not violate laws applicable to You in Your jurisdiction. Sorta Group Limitada does not provide legal advice, and You are responsible for complying with all relevant legal requirements before accessing or using the Website.

3.1.6 You confirm that You register and participate in the Games on Your own behalf and not on behalf of any other person. You shall not allow any other individual to access, control, use, operate or benefit from Your Member Account, whether directly or indirectly, nor shall You access, control, use, operate or benefit from any other user's Member Account. You shall not purchase, acquire, transfer, sell, assign, lend, share or otherwise make Your Member Account available to any third party. You shall not use any third party's identity documents, personal data, payment instruments, payment accounts, crypto wallets, devices or other information in connection with Your Member Account. You are solely responsible for all activity conducted through Your Member Account.

3.1.7 You represent and warrant that You are not a resident of, and are not accessing the Website, App/s, or Games from any Restricted Jurisdiction or any other jurisdiction where Your participation in or use of the Website would conflict with any applicable laws, regulations or rules, including those relating to online gambling. You must not access or use the Website, App/s and Games from such jurisdictions, and You shall not attempt to bypass these restrictions using a VPN, proxy or any other method to conceal Your location.

3.1.8 You represent and warrant that all information You provided by You to Sorta Group Limitada during the term of this Agreement is true, accurate, complete and up-to-date. You agree to immediately notify Sorta Group Limitada of any changes to such information to ensure that all records held by the Sorta Group Limitada remain accurate and current. This obligation includes, without limitation, Your full name, date of birth, email address, mobile phone number, residential address, country of residence, PEP (Politically Exposed Person) or sanctions status, place from which You access or intend to access the Website, payment details, payment method ownership information, source of funds or source of wealth information, and any information or documents provided for KYC, AML/CFT, additional verification, enhanced verification, fraud prevention, account security or compliance purposes. If You fail to keep Your information accurate and up-to-date, any notice sent to Your registered email address or made available through Your Member Account shall nevertheless be deemed validly sent and legally effective. 3.1.9 You acknowledge and agree that You are solely responsible for reporting, accounting, and paying any taxes or other obligations imposed by applicable laws in Your jurisdiction arising from Your participation in Games, including any winnings or other payments received from Sorta Group Limitada. Sorta Group Limitada shall not be responsible for withholding or paying any taxes on Your behalf.

3.1.10 You warrant and represent that all funds deposited into Your Member Account are from legitimate sources and are not derived from any illegal activity, prohibited source or activity that may violate applicable AML/CFT legislation. Sorta Group Limitada may at any time request documents and information evidencing the lawful origin of funds and/or wealth used or intended to be used on the Website, including, without limitation, documents relating to employment income, business or self-employment income, sale of property, inheritance, gifts, investments, cryptocurrency transactions, bank account activity, exchange account activity, or any other documents or information requested by Sorta Group Limitada at its sole discretion. Pending the provision and full verification of such requested documents, or in case of failure to provide them, Sorta Group Limitada reserves the right to suspend Your Member Account, restrict or delay withdrawals, and freeze any remaining balances.

3.1.11 You acknowledge and agree that by participating in the Games You assume the full risk of losing funds deposited in Your Member Account. Sorta Group Limitada does not guarantee winnings or returns of any kind.

3.1.12 You represent and warrant that You will not engage in any fraudulent, collusive, manipulative or otherwise unlawful activity in connection with Your participation or any third parties' participation in the Games. You shall not use any software-assisted methods, automated tools or hardware devices to gain

an fair advantage. Sorta Group Limitada reserves the right at its sole discretion, to invalidate or close Your Member Account or terminate Your participation in any Game in such behavior is detected.

3.1.13 By entering into these T&Cs and participating in any Game session through the Website, You confirm that such participation does not violate any laws, regulations or rule applicable to You. You acknowledge that the services are provided under the gaming license issued by the Anjouan Gaming Authority, and You agree to use the Website in accordance with the applicable laws of Anjouan, and any other applicable regulations.

3.1.14 With respect to deposits and withdrawals of funds to and from Your Member Account, You shall only use payment methods, credit cards , bank accounts, e-wallets, crypto wallets, exchange accounts and other financial instruments and funds that are valid, legally obtained and lawfully belong to You. You also confirm that all funds used on the Website are from legitimate sources and not connected to any unlawful activity, including money laundering or terrorist financing, in accordance with the anti-money laundering regulations applicable in Anjouan. Sorta Group Limitada may request proof of ownership, control and lawful use of any payment method, bank account, card, e-wallet, crypto wallet, exchange account or other financial instrument used or intended to be used by You, including any additional documents or information requested by Sorta Group Limitada at its sole discretion. The use of third-party financial instruments is strictly prohibited. If any third-party deposit or withdrawal is detected, Sorta Group Limitada reserves the right to void all winnings, confiscate associated balances, and terminate the Member Account.

3.1.15 The computer software made available to You is owned by Sorta Group Limitada, its Affiliates or authorized third-party providers, and is protected by copyright and other intellectual property rights. You may use the software for Your own personal, recreational use and only in accordance with all rules, terms and conditions as set out in these T&Cs, the applicable laws in Anjouan, and any rules, regulations and technical standards issued by Anjouan Gaming Authority.

3.1.16 Games offered on or through the Website must be played in the same fair and responsible manner as games played in any other legitimate gaming environment. You shall act respectfully towards other Users and representatives of Sorta Group Limitada and avoid any offensive, rude or inappropriate behavior, including but not limited to conduct in chat rooms.

3.1.17 You acknowledge and accept full legal responsibility and liability for ensuring Your compliance with all laws applicable to You. You further acknowledge that neither Sorta Group Limitada, or any bank, payment institution or service provider processing deposits or withdrawals on Your behalf shall be liable for any breach of the laws regulations applicable to You.

3.1.18 You understand and accept that payment processing may be executed by a third-party payment service provider. You acknowledge that once a payment has been confirmed, there is no statutory or contractual right of revocation or chargeback for already consumed or used services, except as required under the applicable law. Payment service providers shall not be responsible for any failure to process a payment due to Your bank's refusal to authorize the transaction or any other technical inability to process the payment.

3.1.19 You confirm that the funds used for any deposit (top-up) under these T&Cs do not directly or indirectly originate from any illegal or unlawful sources. You expressly represent and warrant that You are not using, and will not use, any proceeds of criminal or unlawful activity, including, but not limited to money laundering and financing terrorism. You further confirm that no transaction carried out through Your Member Account (wallet) is or will be used to facilitate any criminal or unlawful activity, including, but not limited to money laundering and financing of terrorism.

Sorta Group Limitada operates in accordance with the Anti-Money Laundering and Countering the Financing of Terrorism (AML/CFT) legislation of the Union of the Comoros, the regulatory directives of the Anjouan Gaming Authority, and its AML/CFT obligations. Sorta Group Limitada reserves the right to request additional information and documentation, initiate KYC, additional verification, enhanced verification, source of funds or source of wealth checks, suspend, restrict or block Your Member Account (wallet), withhold or freeze funds, refuse or suspend withdrawals, close Your Member Account, terminate the Agreement, and/or report any suspicious activity to the relevant authorities, where required under the applicable laws and regulations.

4. INTELLECTUAL PROPERTY

4.1 Sorta Group Limitada and its Affiliates shall be the sole owner(s) of the trademark Sorta Group Limitada and the Sorta Group Limitada logo. Any unauthorized use of the Sorta Group Limitada trademark and the Sorta Group Limitada logo is strictly prohibited and may result in civil and/or criminal prosecution.

4.2 The website fairspin.io is an official uniform resource locator operated by Sorta Group Limitada. The domain name fairspin.io, along with any other domain names owned by Sorta Group Limitada and registered and approved by the Anjouan Gaming Authority for use by Sorta Group Limitada in providing games of chance, constitutes the exclusive property of Sorta Group Limitada. No unauthorized use, reproduction, distribution, framing or incorporation of any such domain names, into another other website or digital platform, is permitted without the prior written consent of Sorta Group Limitada.

4.3 Sorta Group Limitada is the owner or the rightful licensee of the rights to the technology, software, and source code, systems, know-how and business process used on this Website. You acknowledge that all such rights remain vested exclusively in Sorta Group Limitada.

4.4 The contents structure and compilation of Sorta Group Limitada's Website are protected by copyrighting © and database rights owned by Sorta Group Limitada. All rights are reserved. All text, graphics, code, files, design elements and other materials forming part of the Website are owned by Sorta Group Limitada and may not be reproduced, transmitted, distributed, published, adapted or stored in whole or in part without the prior written consent of Sorta Group Limitada. Your registration and use of the Website and its system do not grant You any rights or licenses to Sorta Group Limitada's intellectual property.

4.5 Links to the Website or any of the pages thereof may not be created, embedded or displayed on any other website, application or platform without the prior written consent of Sorta Group Limitada.

4.6 You agree not to use any automatic, manual or robotized device, process, crawler, scraper or other mechanism to access, monitor, copy or extract data from Sorta Group Limitada's web pages or any content therein. Any unauthorized access, extraction or reproduction may result in legal prosecution.

5. REWARDS AND VIP PROGRAM. BONUS USE AND BONUS ABUSE

5.1 Sorta Group Limitada reserves the right to amend, modify or terminate the terms and conditions, mechanics and rules for the Rewards Program at any time, including but not limited to changing the parameters for calculations points or eligibility criteria. If Sorta Group Limitada reasonably suspects that You are engaging in illegal, abusive or fraudulent activities in connection with the Sorta Group Limitada Rewards and VIP Program or are otherwise in breach of these T&Cs, Sorta Group Limitada may, at its absolute discretion suspend, freeze or terminate Your Member Account and/or a related account (including for example, an account of a. a referred individual).

5.2 Upon successful registration You will automatically be enrolled in the Sorta Group Limitada Rewards and/or VIP Program (but not necessarily). When playing for real money, You will accumulate points, progress through Your VIP level and may become eligible to receive special rewards, bonuses or other benefits as determined by Sorta Group Limitada from time to time.

5.3 Your VIP level is strictly personal, non-transferable and cannot be assigned, sold, exchanged or otherwise transferred to another User or third party.

5.4. Sorta Group Limitada reserves the right to withhold, cancel or revoke any bonus, reward or promotional benefits if Sorta Group Limitada has reasonable grounds to suspect abuse, collusion, fraudulent use or any other improper use of bonuses or promotional offers. Bonus abuse includes, but not limited to— a) opening or using multiple accounts to claim bonuses, b) placing irregular, low-risk, zero-risk, hedged or coordinated betting patterns designed to exploit bonuses or wagering requirements, or delaying game rounds until wagering conditions are met or expired c) using bonuses in combination with any software, scripts, automated tools or other prohibited methods, d) collaborating, coordinating or acting together with other Users or linked accounts to exploit promotional offers, e) withdrawing funds before the required wagering conditions are fully met, f) using identical or linked payment methods, devices, personal data, network characteristics or other indicators in connection with promotional activity; and g) any other circumstances that Sorta Group Limitada qualifies as bonus abuse at its sole discretion. In the cases above, Sorta Group Limitada, without prior notice, may void any bonus and any winnings derived from or connected with the abused bonus, refuse withdrawals, restrict, freeze or terminate Your Member Account and/or report suspicious activity to the relevant authorities where required under applicable law. Cancellation of a bonus or bonus-related winnings shall not create any right to immediate unblocking or reactivation of the Member Account.

6. COMPLAINTS

6.1. If You wish to make a complaint any aspect of the Website, Your Member Account or the services provided by Sorta Group Limitada, You may submit Your complaint through Section Dispute resolution accessible via the link in the footer of the Website and is set forth below in the "Dispute Resolution" section.

7. REFUND POLICY

7.1 Unless expressly stated in these T&Cs, Sorta Group Limitada does not guarantee any reimbursements, returns and refunds. No refunds shall be provided under any circumstances, except where the relevant funds have not been used by You as Your stake in the Games.

7.2 If a technical breakdowns, errors or malfunction attributable to Sorta Group Limitada (hereinafter collectively referred to as the "Technical Issues") results in any decrease in the balance of Your Member Account (wallet), Sorta Group Limitada may at its reasonable discretion consider Your request for refund.

7.3 You acknowledge and agree that Sorta Group Limitada cannot prevent all potential or unforeseen Technical Issues. If You encounter any Technical Issue while using the Website or the Games, You must notify Our customer support via email at support@fairspin.io.

7.4 In the event that a Technical Issue has caused a in decrease in the balance of Your Member Account (wallet), You must notify Sorta Group Limitada's customer support and submit a request for refund within seven (7) days from the date the relevant decrease occurred or from the date You became aware of it.

7.5 For the avoidance of doubt, You shall be deemed to be aware of the decrease in the balance of Your Member Account (wallet) at the first time You log in Your Member Account after the decrease has taken place. Any request for refund submitted after the expiry of the period specified in Clause 7.4 will be reviewed by Sorta Group Limitada, however, Sorta Group Limitada may reject such request without further explanation at its sole discretion.

7.6 Sorta Group Limitada has the right to request from You any documents, or information necessary to perform or update Your KYC verification under these T&Cs, additional verification, enhanced verification, source of funds check, source of wealth check, payment method verification or any other compliance review, and any additional information required for a careful and accurate assessment of Your refund request. Where Sorta Group Limitada requests screenshots, logs, records or other supporting data solely for the assessment of the refund request and not as part of a verification or compliance review, You shall provide such supporting data within five (5) calendar days from the receipt of Sorta Group Limitada's request. Sorta Group Limitada may suspend the handling of Your refund request until all required materials are provided and the relevant review is completed. Failure to provide the requested documents, information, or supporting data within the applicable timeframes specified above shall result in the automatic rejection and permanent closure of the refund request without prejudice to Sorta Group Limitada's right to permanently close Your Member Account and confiscate all remaining funds and winnings if the global fourteen (14) calendar day verification period expires without successful completion, or immediately if any submitted document is determined to bear signs of editing, alteration, manipulation, or forgery.

7.7 Sorta Group Limitada may refuse Your request for a refund if any of the following applies:

7.7.1 The decrease in the balance of Your wallet (Member Account) did not result from a Technical Issue attributable to Sorta Group Limitada.

7.7.2 If You fail to provide Sorta Group Limitada with the required documents or additional information in accordance with Clause 7.6 hereof, or You failed to complete any KYC, additional verification, enhanced verification, source of funds, source of wealth, payment method verification, fraud prevention or compliance review within the applicable timeframe. In such case, Sorta Group Limitada may also suspend, restrict, block or close Your Member Account, withhold or freeze or confiscate funds, refuse withdrawals and/or terminate the Agreement in accordance with these T&Cs and the applicable policies.

7.7.3 You request concerns a potential, theoretical or unconfirmed win, including any winnings not properly recorded or verified within Sorta Group Limitada's system.

7.7.4 The decrease of the balance of Your wallet (Member Account) was caused by issues related to: a) You device, computer, network or any other equipment used to access the Website or Games

b) malfunctioning of Your Internet connection or third – party providers.

c) failures or issues within systems or platforms not controlled by Sorta Group Limitada.

Such circumstances shall not be considered Technical issues attributable to Sorta Group Limitada.

7.7.5 You were prohibited from using the Website or the Game under these T&Cs, including cases of account suspension, self-execution or regulatory restrictions.

7.7.6 The decrease or loss occurred due to inactivity, time-out, disconnection or interruption attributable to Your system, device, connection or negligence.

7.8 If any information or document submitted by You in connection with a request for refund is determined, on the first instance, to be false, misleading, edited, altered, manipulated, or forged, such

action shall constitute a material breach of these T&Cs. In this event, Sorta Group Limitada reserves the right to immediately and permanently close Your Member Account, refuse withdrawals, and confiscate all funds and winnings therein in accordance with the KYC Policy.

8. LIMITATION OF LIABILITY

8.1 You acknowledge and agree that You access and use the Website and participate in the Games strictly at Your own risk. The Website and the Games are provided without on an «as is» and «as available» basis, without any warranties or representations of any kind, whether express or implied to the maximum extent permitted under the laws and regulations of Anjouan.

8.2 Without prejudice to the generality of the foregoing, Sorta Group Limitada, its directors, employees, partners, affiliates and service providers:

8.2.1 Do not warrant that the software, the Website or the Games is/are fit for any particular purpose.

8.2.2 Do not warrant that the software, the Website or the Games are free from errors, defects, delays or inaccuracies.

8.2.3 Do not warrant that the Websites and/or Games will be accessible without interruptions, downtime or technical issues.

8.2.4 Shall not be liable for any loss, costs, expenses or damages of any kind, whether direct, indirect, special, consequential, incidental or otherwise, arising out of or in connection with Your use of the Websites or Your participation in the Games, except where such liability cannot be excluded under the laws of Anjouan.

8.3 You agree to fully indemnify, defend and hold harmless Sorta Group Limitada, its directors, employees, partners, and service providers for and against any cost, expense, loss, damages, claims and liabilities (including legal fees) arising out of Your use of the Website, violation of these T&Cs or participation in the Games.

8.4 Sorta Group Limitada shall not responsible or liable for any harm, damage, or loss caused by viruses, malware, malicious code, data corruption, unauthorized access or any other harmful technological material affecting Your devices, software, internet connection or data while using the Website or the Games.

8.5. Nothing in this Section shall exclude or limit any liability of Sorta Group Limitada where such exclusion or limitations is prohibited by the applicable laws and regulations of Anjouan, including the Anjouan Gaming Act and directives issued by the Anjouan Gaming Authority.

9. DISCLAIMER OF WARRANTIES

9.1 You expressly acknowledge and agree that Your access to and use of the Website and the Games is at Your sole risk. The Website, the Games and related services are provided strictly "as is", "with all faults" and "as available", without any warranties of any kind, whether express or implied. To the fullest extent permitted under the laws of Anjouan, Sorta Group Limitada disclaims all warranties, including, but not limited any implied warranties of fitness for a particular purpose, merchantability, title, satisfactory quality, accuracy and non-infringement.

9.2 Sorta Group Limitada makes no warranty or representation that the Website, the Games and any services of Sorta Group Limitada will be available, accessible, uninterrupted, error-free, secure or

operational at all times, in any particular jurisdictions, or that Sorta Group Limitada will continue to provide any Services for any minimum period of time (unless expressly stated otherwise in writing).

9.3 Sorta Group Limitada does not guarantee, represent, or warrant that

- a) Your use of the Website will be uninterrupted, free, or error-free from defects.
- b) any results obtained from the use of the Website or the Games will be accurate, reliable or suitable for Your needs.
- c) any information, content or Game outcomes made available through the Website are complete, precise, current or error-free.

9.4 Sorta Group Limitada shall not be responsible for any harm or damage to Your device, computer system, hardware software, data or files arising from or related to Your access to or use of the Website or the Games.

9.5 No advice, information or communication from the Company shall create any warranty not expressly stated in these T&C.

10. ANTI-MONEY LAUNDERING REPORTING

10.1 If You become aware of or have reasonable grounds to suspect any activity on the Website that may be related to money laundering, terrorist financing or any other unlawful conduct, You must report such activity this to Sorta Group Limitada immediately.

10.2 Sorta Group Limitada may at its sole discretion and in accordance with the Anti-Money Laundering and Countering the Financing of Terrorism (AML/CFT) legislation of the Union of the Comoros, the regulatory directives of the Anjouan Gaming Authority and its risk-based compliance framework:

- a) suspend, block or temporarily restrict Your Member Account in whole or in part,
- b) restrict deposits, withdrawals, gameplay, bonuses, promotional activity or account access,
- c) request KYC, additional verification, enhanced verification, source of funds, source of wealth, payment method verification or any other documents or information,
- d) withhold, freeze or delay funds and withdrawals pending completion of the relevant review or as required by law,
- e) close Your Member Account or terminate the Agreement where permitted under these T&Cs or applicable law,
- f) report suspicious activity to the relevant authorities where required or permitted by law, and
- g) take any other measures that Sorta Group Limitada considers necessary or appropriate for AML/CFT, fraud prevention, account security, payment security, responsible gambling, regulatory or compliance purposes.

10.3 Sorta Group Limitada is prohibited from informing You or any third party any reports, investigations or actions undertaken in accordance (AML/CFT) requirements (prohibition on «tipping off»).

10.4 Sorta Group Limitada may initiate KYC, additional verification, enhanced verification, source of funds, source of wealth, payment method verification or any other compliance review at any time during the business relationship, including before or after registration, before or after a deposit, before or after a withdrawal request, during gameplay, after account restriction, or before or after account closure. Such

verification may be initiated for AML/CFT, fraud prevention, account security, payment security, responsible gambling, regulatory, legal, operational or any other compliance-related reasons at Sorta Group Limitada's sole discretion.

10.5 Sorta Group Limitada may temporarily restrict, suspend or fully block Your Member Account, including deposits, withdrawals, gameplay, bonuses, promotional activity and access to the Member Account, before sending a request for documents or information if Sorta Group Limitada considers such restriction necessary or appropriate for verification, investigation, AML/CFT, fraud prevention, account security, payment security, responsible gambling, regulatory or compliance purposes. Such restriction is a protective measure to secure the review and shall not be deemed a sanction and Sorta Group Limitada shall not be held liable for any perceived losses, missed opportunities, or currency and cryptocurrency fluctuations incurred by You during the period of such restriction.

10.6 The fact that Sorta Group Limitada sends a request for documents or information after restricting, suspending or blocking Your Member Account does not give You any right to immediate unblocking, reactivation, withdrawal processing or release of funds, whether in whole or in part. Any restriction may remain in place until the relevant review is completed to Sorta Group Limitada's satisfaction or until a final determination is reached in accordance with these T&Cs.

10.7 Notwithstanding any provisions of the Privacy Policy or data protection rules to the contrary, Sorta Group Limitada is not required to disclose internal grounds, indicators, methods, criteria, preliminary findings, investigation details, compliance assessments or any other internal information relating to any verification, investigation, account restriction, withdrawal suspension, fraud prevention or AML/CFT review, except where disclosure is required by applicable law or a competent authority.

11. BREACHES, PENALTIES AND TERMINATION

11.1 If You breach any provision of these T&Cs or if Sorta Group Limitada acting reasonably and in accordance with the applicable laws, rules, and the regulations of the Anjouan Gaming Authority has grounds to suspect that You have breached them, Sorta Group Limitada reserves the right to refuse to open, suspend, restrict or close Your Member Account. Sorta Group Limitada may withhold, freeze or retain any funds in Your Member Account (including any deposits and winnings), refuse or delay withdrawals, cancel bonuses and bonus-related winnings where applicable, and may use such funds on Your Member Account to settle any damages, liabilities, chargebacks, fees, costs or losses incurred by Sorta Group Limitada in relation to the breach, subject to applicable law. Failure to complete KYC, additional verification, enhanced verification, source of funds, source of wealth, payment method verification or any other compliance review within the applicable timeframe shall constitute an independent ground for account restriction, account closure, refusal of withdrawals, withholding or confiscation of funds and termination of the Agreement.

11.2 If Sorta Group Limitada suspects that You are engaged in illegal, fraudulent, collusive, money-laundering or terrorist-financing activities, abusive play, bonus abuse, multi-accounting, linked account activity, misuse of the Website or the Games; or conduct detrimental to the integrity of Sorta Group Limitada's operations, or if You are in breach of this Agreement; Sorta Group Limitada may at its sole discretion freeze or terminate Your Member Account, cancel any stakes or void any bets, cancel bonuses and winnings, refuse withdrawals, withhold or freeze funds, and take any other measures permitted by these T&Cs or applicable law. Without prejudice to the generality of the foregoing, and in order to comply with AML/CFT obligations and prevent illegal or fraudulent activity through the use of the Website and Sorta Group Limitada services, Sorta Group Limitada, at its sole discretion, may request that You cease using VPNs, proxies, anonymization or any method intended to conceal Your location or identity. If

suspicious, illegal or fraudulent activity is detected on an account while a VPN or Proxy is or was in use, Sorta Group Limitada reserves the right to block the account, void all associated winnings, and confiscate the funds held therein based on its assessment of the activity in question.

11.3 You acknowledge that Sorta Group Limitada at its sole discretion may suspend or permanently bar You from using the Website if You have violated these T&Cs or any applicable law or regulation, without any right to compensation or other remedy. Such actions may be taken to ensure compliance with Anjouan Gaming Authority requirements, AML/CFT standards and applicable regulatory baselines.

11.4 Each User is allowed to have only one Member Account. Sorta Group Limitada may treat accounts as duplicate, multiple, related or linked accounts where, in its sole discretion, there is a sufficient combination of technical, analytical, transactional, payment, personal, device-related, network-related, behavioral or other indicators suggesting that such accounts are operated by the same person, by connected persons, or for a coordinated or abusive purpose. The list of relevant indicators is open and non-exhaustive. Sorta Group Limitada may qualify a situation as multi-accounting or linked account activity based on the totality of circumstances, even if no single indicator is conclusive on its own. Upon such qualification, Sorta Group Limitada reserves the right to void all bets, cancel any winnings derived from the duplicate or linked accounts, and permanently close any or all such accounts at its sole discretion.

11.5 Unless Sorta Group Limitada grants a written extension, You must complete any KYC, additional verification, enhanced verification, source of funds, source of wealth, payment method verification or other compliance review within fourteen (14) calendar days from the first official request. If the verification is not completed within this period to Sorta Group Limitada's satisfaction, Sorta Group Limitada may permanently block or close Your Member Account, terminate the Agreement unilaterally, refuse or cancel withdrawals, withhold, freeze or confiscate funds, cancel bonuses and winnings, and report the matter to competent authorities where required or permitted by law.

12. GENERAL GAME RULES

12.1 A bet, stake or wager may only be placed by You after registration of Your Member Account on the Website. Unless otherwise provided under these T&Cs, a bet, stake or wager may only be placed if You have sufficient cleared funds available in Your Member Account.

12.2 Sorta Group Limitada reserves the right at its sole discretion and in accordance with the applicable regulations of the Anjouan Gaming Authority to suspend, restrict or discontinue offering any Game to You.

12.3 Each bet, stake or wager placed by You shall be governed by the version of these T&Cs and the rules applicable to the respective Game at the time the bet, stake or wager is accepted.

12.4 A bet, stake or wager is deemed accepted once it is received by the Sorta Group Limitada system and duly validated and processed.

12.5 Sorta Group Limitada reserves the right, where it has a justified reason, to decline or refuse to accept any bet, stakes and wager on any Game.

12.6 The list of all bets, stakes, wagers and related details shall be made available to You on the Website upon login to Your Member Account.

12.7 Should Sorta Group Limitada decide to close Your Member Account bets, stakes and wagers that have already been placed shall remain valid and You will be paid any associated winnings unless Sorta Group Limitada has reasonable grounds to suspect fraud, collusion, illegal activity or breach of these T&Cs,

failed or incomplete verification, source of funds or source of wealth concerns, AML/CFT concerns, bonus abuse, multi-accounting, linked account activity, payment method misuse, circumvention of restrictions or any other compliance-related issue.

12.8 A bet, stake or wager that has been placed and confirmed cannot be amended, withdrawn or cancelled by You.

12.9 When You place a bet, stake or wager, You acknowledge that You have read and fully understood all of the T&Cs and rules of the respective Game available on the Website.

12.10 Winnings will be credited to Your Member Account (wallet) after the final result is confirmed. However, Sorta Group Limitada reserves the right to delay or suspend crediting or payment of any winnings pending any investigation, verification or compliance review, including, without limitation, KYC, additional verification, enhanced verification, source of funds, source of wealth, fraud review, AML/CFT review, payment method review, bonus abuse review, multi-accounting review, linked account review, or investigation into the result of an event if there is a reasonable suspicion of criminal activity or manipulation that may have affected the outcome. Should the irregularity be confirmed, Sorta Group Limitada retains the right to void any related bets, stakes, wagers and winnings if any and confiscate any associated funds.

12.11 If Sorta Group Limitada becomes aware or reasonably suspects that You have placed multiple bets, stakes and/or wagers from different Member Accounts that You have irregularly created, operated, controlled, used or coordinated, or from accounts that Sorta Group Limitada qualifies as duplicate, multiple, related or linked accounts, all such bets, stakes and wagers shall be voided. Sorta Group Limitada reserves the right to take any further action deemed necessary, including account suspension restriction, account closure, refusal of withdrawals or confiscation, cancellation of bonuses and winnings, withholding of funds and termination of the Agreement.

12.12 Communication errors may occasionally occur. Bets, stakes and wagers are considered confirmed only when received and validated by Sorta Group Limitada's servers. Should there be a break in communication after You place a bet, stake or wager that has already received by Sorta Group Limitada's servers, the bet, stake or wager shall still be deemed valid. If Your bet, stake or wager is not received by Sorta Group Limitada's servers, it will not be accepted and the corresponding amount will not be deducted from Your Member Account.

12.13 If a Game is started but fails or produces an inaccurate result due to a malfunction of the Game account management software, the Game itself or the random number generator, all bets, stakes, wagers and winnings resulting from that Game shall be voided and the Member Account balance will be restored to its position prior to the start of the Game.

12.14 If You disconnect Your session with Sorta Group Limitada during an active Game, the amount of the stake will be returned to Your Game Account. When applicable, any amounts of unwagered stakes will be returned to Your Game Account and confirmed bets will be processed. Any winnings will be credited to the Your Game Account in accordance the Game rules.

12.15 Sorta Group Limitada endeavours to provide accurate information regarding paytables and payout ratios. In case of any inadvertent error, Sorta Group Limitada reserves the right to correct the payout ratios, including after the event has finished, when applicable. Any corrections will be applied only to ensure compliance with the official Game rules.

12.16 If for any reason Sorta Group Limitada incorrectly credits Your Member Account or Game Account balance, it is Your responsibility to immediately notify Sorta Group Limitada of the error and return any incorrectly credited funds. Sorta Group Limitada may adjust the balance to rectify any such error.

12.17 In the event of a software malfunction, system error or random number generator malfunction, the affected bet shall be considered null and void. The amount of the stake will be returned to You.

12.18 The refund policy of Sorta Group Limitada does not to apply to completed wagers. Refunds of deposits may be considered solely at the discretion of management and only in cases where no wagering activity has taken place. No refund will be entertained for completed or partially completed Game sessions.

12.19 For detailed Game rules, please refer to the rules attached to each of the Games available during Your session. These rules shall prevail in case of any inconsistency.

12.20 Sorta Group Limitada reserves the right to cancel rating points and/or payments if a User has violated the Game rules, including cases of collusion, unfair play or abuse of the system.

12.21 Sorta Group Limitada reserves the right to cancel rating points and/or payments resulting from technical errors, system malfunction or other issues affecting one or more Games.

12.22. Horse Racing / Dog Racing Rules

12.22.1. Bet settlement. Bets will be settled on the official result after the weigh-in given to us by the provider. A selection that fails to complete the race will be considered for settlement purposes to have finished last. Where statistics from an official provider are unavailable or there is specific evidence that the official provider is incorrect, Sorta Group Limitada will use independent evidence to support the settlement of bets.

12.22.2. Win (and Each-Way) bet. Bets are settled to win unless "Each-Way" is selected. The minimum required number of participants for a Win Bet is two (2). An Each-Way bet is for 2 times selected the same bet per bet. It contains a stake bet on the option to 'Win' and a bet of the same stake on the option to 'Place', in accordance with the advertised terms for the event. The Placement portion of Each-Way bets will be settled according to the following Placement terms based on the number of entrants:

Number of Entrants	Format	EW Place Parameters
16+	Handicap	4 places, 1/4
12-15	Handicap	3 places, 1/3
8+	All Races (8-11 if handicap)	3 places, 1/5
5-7	All Races	2 places 1/4
2-4	All Races	1 place 1/1 (EW part will be placed on winner)

- In all races, the number of entrants will be the number of those on the starting lines. For example: If an E/W bet is placed when there are 8 runners the customer will receive 3 placed 1/5 odds. If there is a scratching (Non Runner) that drops the race to 7 runners, the customers E/W terms will adjust to 2 1/4. Similarly if the race drops to 4 runners, the bet will be win only.

- When betting on fixed odds, if another participant becomes a non-runner, then the following deductions will apply on the net winnings. Subsequently, the place part of the EW bets are calculated based on the deducted winnings:

Odds of at the time of withdrawal	Deduction on Net Winnings
odds $\leq$ 1.1112	90%
1.1112 < odds $\leq$ 1.1819	85%
1.1819 < odds $\leq$ 1.25	80%
1.25 < odds $\leq$ 1.30	75%
1.30 < odds $\leq$ 1.40	70%
1.40 < odds $\leq$ 1.5334	65%
1.5334 < odds $\leq$ 1.6154	60%
1.6154 < odds $\leq$ 1.80	55%
1.80 < odds $\leq$ 1.9524	50%
1.9524 < odds $\leq$ 2.20	45%
2.20 < odds $\leq$ 2.50	40%
2.50 < odds $\leq$ 2.75	35%
2.75 < odds $\leq$ 3.25	30%
3.25 < odds $\leq$ 4	25%
4 < odds $\leq$ 5	20%
5 < odds $\leq$ 6.5	15%
6.5 < odds $\leq$ 10	10%
10 < price $\leq$ 15	5%
price > 15	No Deduction

- If multiple participants become non-runners, the total deduction will never surpass 90%. Bets using Starting Price (SP) will be settled using the last quoted price (odds) before the start of the race.

12.22.3. Place bet 2/3/4. A place bet is won if the selection is ranked in the first 2/3/4 positions of the race depending on the parameter of the place bet. Bets on non-runners will be voided. Dead heat rules apply.

If other participants become non-runners, the following deductions will apply on the net winnings of the bet:

Odds of at the time of withdrawal	Deduction on Net Winnings		
	2 places	3 places	4 places
odds $\leq$ 1.1112	45%	30%	20%
1.1112 < odds $\leq$ 1.1819	40%	30%	20%
1.1819 < odds $\leq$ 1.25	40%	25%	20%
1.25 < odds $\leq$ 1.3	35%	25%	20%
1.3 < odds $\leq$ 1.4	35%	25%	15%
1.4 < odds $\leq$ 1.5334	30%	20%	15%
1.5334 < odds $\leq$ 1.6154	30%	20%	15%
1.6154 < odds $\leq$ 1.8	25%	20%	15%
1.8 < odds $\leq$ 1.9524	25%	15%	10%
1.9524 < odds $\leq$ 2.2	20%	15%	10%
2.2 < odds $\leq$ 2.5	20%	15%	10%
2.5 < odds $\leq$ 2.75	15%	10%	10%
2.75 < odds $\leq$ 3.25	15%	10%	No Deduction
3.25 < odds $\leq$ 4	10%	10%	No Deduction
4 < odds $\leq$ 5	10%	No Deduction	No Deduction
odds > 5	No Deduction	No Deduction	No Deduction

- In case of multiple non-runners, the total deduction can never surpass 90%. There are cases where the Place-3/4 market is no longer offered after a non-runner. For example, a bet may be placed at the place-3 market but after a non-runner only the place-2 market is offered. In that case, net winnings will be deducted according to the place-2 market using the table above. Place-4 will be voided if the remaining participants are 5 or less. Place-3 and Place-2 will be voided if the remaining participants are 4 or less.

12.22.4. Forecast bet. Forecasts are accepted for all races of 3 or more active participants and are settled as a straight forecast (picks to finish 1st and 2nd in exact order), according to the computer's straight forecast dividend. If there are less than 4 active participants, then all forecasts for that race will be void. Where a User selects combined ABC forecasts and bets on 6 bets, this will be settled as 6 straight forecasts as follows: AB, BA, AC, CA, BC, CB. If any forecast includes a Non-Participant, then the bet will be voided. In races where a horse/dog finishes alone, no forecast dividend is returned. In the event that two or more

horses/dogs finish together for 1st or 2nd place, then separate dividends will be declared and paid for each successful forecast. If separate dividends are not declared, then dead heat rules will apply.

12.22.5. Tricast bet (Horse Racing). Tricasts are accepted for Handicap races of 8 or more declared runners and are settled as a straight tricast (picks to finish 1st, 2nd and 3rd in exact order), according to the computer's straight tricast dividend. If there are less than 4 active participants, then all tricasts for that race will be void. If any tricast includes a Non-Participant, then the bet will be voided. In the event that two or more horses/dogs finish together for 1st, 2nd or 3rd place, then separate dividends will be declared and paid for each successful tricast. If separate dividends are not declared, then dead heat rules will apply. Tricast dividends will also be available for major events regardless of race type, depending on the provider.

12.22.6. Dead Heat Rules. Where selections are dead-heat, the stake is spread equally over the number of such selections and is paid at full odds.

Example 1.

Market = Win. Suppose that a bet is placed with stake 30u at odds (6.0) to win 180u.

- Dead heat of 2 participants in the first place would result in rankings: 1-2, 1-2, 3rd, 4th etc. In that case the return would be $180/2 = 90u$
- Dead heat of 3 participants in the first place would result in rankings: 1-3, 1-3, 1-3, 4th etc. In that case the return would be $180/3 = 60u$

Example 2.

Market = Place(3 places). Suppose that a bet is placed with stake 30u at odds (3.0) to win 90u.

- Dead heat of 2 participants in the first place would result in rankings: 1-2, 1-2, 3rd, 4th etc. In that case the return would be paid in full.
- Dead heat of 2 participants in the third place would result in rankings: 1st, 2nd, 3-4, 3-4, 5th etc. In that case the return would $90/2 = 45u$
- Dead heat of 3 participants in the second place would result in rankings: 1st, 2-4, 2-4, 2-4, 5th etc. In that case the return would $90 * (\frac{2}{3}) = 60u$

12.22.7. Antepost Bets (Horse Races). Antepost Bets are accepted as all in whether the horse runs or not. The selection will be voided if the race is abandoned, a horse is balloted, the venue changes, or the horse has been withdrawn from the race at the time of bet acceptance.

12.22.8. Postponed/Rescheduled Races. If a race is postponed or rescheduled for later on the same day (based on the date time of the venue) and the final entries stand, then bets stand. However, bets on the race will be void if: the race is abandoned; the race is officially declared void; the race has only one runner (walkover); race conditions are subject to change after bets have been validated; the track changes; the race surface is changed (e.g., Turf to Dirt/All Weather or vice versa); or the race is rescheduled for another date (based on the date time of the venue).

12.22.9. Reruns. In the event that an invalid start, etc., results in a re-running of the race, the lines at the start will not be taken and bets will be refunded on horses/dogs not taking part in the second race. Refunds on remaining horses/dogs are subject to price deductions. The number of participants taking part in the second race is the number of entrants.

13. TERRITORIAL RESTRICTIONS

13.1 Sorta Group Limitada does not provide any guarantees, representations or warranties regarding the legality of the use of the Website by any user. In particular, the Sorta Group Limitada does not guarantee that online gambling is permitted, regulated or unrestricted in the user's jurisdiction. It is the sole responsibility of each user to be fully aware of and comply with the laws and regulations of their country or place of residence relating to online gambling and the use of the Website at all times. Prior to opening an account and before each use of the Website, the user must independently verify whether online gambling activities are lawful in their jurisdiction. By accessing or using the Website, the user represents and warrants that they are legally entitled to participate in online gambling. If at any time online gambling becomes illegal or restricted in the user's jurisdiction, the user must immediately cease using the Website and close their account.

13.2 The Website is not available to residents of certain jurisdictions. Residents of the following countries and territories (the "Restricted Jurisdictions") are not permitted to open an account, use the Website or deposit funds: Afghanistan, Armenia, Aruba, Australia, Austria, Belgium, Belarus, Belize, Bonaire, Bulgaria, Central African Republic, Colombia, Comoros, Côte d'Ivoire, Croatia, Cuba, Curacao (Curaçao), Cyprus, Czech Republic, Denmark, Democratic Republic of the Congo, Democratic People's Republic of Korea (DPRK) / North Korea / Northern Korea, Estonia, Ethiopia, France, Georgia, Germany, Greece, Hungary, Iran (Islamic Republic of Iran), Iraq, Ireland, Israel, Italy, Latvia, Lebanon, Libya, Lithuania, Malta, Mexico, Mali, Myanmar, Netherlands, Netherlands Antilles, Nicaragua, Poland, Portugal, Republic of Moldova (Moldova), Romania, Russian Federation (Russia), Saba, Saint Martin / St. Maarten, Singapore, Slovakia, Somalia, South Sudan, Spain, Statia (Sint Eustatius), Sudan, Sweden, Switzerland, Syria, Ukraine (including Crimea, Donetsk, Luhansk), United Kingdom, United States of America, Venezuela, Yemen. Sorta Group Limitada reserves the right, at its sole discretion and without prior notice, to amend, update or expand the list of Excluded Jurisdictions at any time. Any such changes shall take effect upon publication on the Website. Users are responsible for regularly reviewing these Terms to ensure that they are not located in or a resident of an Excluded Jurisdiction. If a user resides in or is located within an Excluded Jurisdiction, they must not open or use an account and must immediately close any existing account.

13.3 In addition to the Excluded Jurisdictions listed above, access to certain games, betting products or software available on the Website may be restricted for users located in specific jurisdictions due to legal, regulatory or licensing requirements. Such restrictions apply regardless of the user's nationality and are determined by the user's place of residence or physical location at the time of access. By using the Website and accessing any games or services, the user represents and warrants that they are not located in a jurisdiction where participation in such activities is prohibited or restricted.

13.4 User's accessing the platform from restricted jurisdictions will have their accounts blocked in accordance with these territorial restrictions.

14. MISCELLANEOUS

14.1 Applicable Law and Dispute Resolution. These T&Cs, in the part relating to Your participation in the Games, shall be governed by the laws of Anjouan. Matters relating to the collection and processing of payments (deposits and withdrawals) shall also be governed by the laws of applicable jurisdiction.

You acknowledge that, unless stated otherwise, the Games are operated from Anjouan and Your participation shall be deemed to take place within that territory. Any contractual relationships between You and Sorta Group Limitada is considered to have been entered into and performed in Anjouan, at the registered address of Sorta Group Limitada.

Any dispute, controversy or claim arising out of or in connection with these T&Cs, or relating to their breach, termination or invalidity, shall be under the exclusive jurisdiction of the courts of Anjouan.

14.2 Severability. If any provision of this T&Cs is found to be invalid or unenforceable under applicable law, the remaining provisions shall remain in full force and effect unless the removal of the invalid provision results in a material and fundamental change to the rights or obligations of either party.

14.3 Entire Agreement. This T&Cs constitutes the complete set of the terms governing the relationship between You and Sorta Group Limitada with respect to the Website and the Games. The supersede any prior or contemporaneous communications statements, representations or proposals, whether oral or written relating to Your use of the Website.

A printed version of these T&Cs and of any notices provided electronically shall be admissible in judicial or administrative proceedings to the same extent as other business documents and records originally generated and maintained in printed form.

14.4 Assignment. Sorta Group Limitada reserves the right to assign or otherwise lawfully transfer its rights and obligations under these T&Cs to any of its Affiliates or to a third party at its discretion. You are not permitted to assign or transfer any of Your rights or obligations under these T&Cs without the prior written consent of Sorta Group Limitada. Any attempted assignment made in contravention of this Clause 14.4 shall be considered null and void.

By accepting these T&Cs, You irrevocably consent to the transfer of Your personal data and other relevant information, required for the lawful performance of such assignment, as well as for the transfer of any funds held on Your Member Account wallet with Sorta Group Limitada.

14.5 External Sites. Sorta Group Limitada makes no representations or warranties whatsoever regarding any external or third-party websites that You may access through the Website.

Occasionally, the Website may contain references or links to external websites ("External Websites"). Sorta Group Limitada does not control these External Websites and is not responsible or liable for any content, policies, failures, promotions, products, opinions, advices, statements, prices, activities and advertisements, services or actions of such websites and/or any damages, losses, failures or problems arising from or related to their use.

You shall bear all risks associated with the use of any External Websites. External Websites may have their own terms of use and privacy policies and You should carefully review them before accessing or using such websites. It is Your responsibility to take precautions to ensure that any content You choose to download is free from viruses, malware, worms, Trojan horses or other harmful components.

14.6 Legal Restrictions. You understand and accept that online gambling may be illegal in some jurisdictions. Sorta Group Limitada makes no representation regarding the legality of the Website and the Games in Your jurisdiction. Your use of the services is entirely at Your own discretion and risk.

Sorta Group Limitada restricts access to the Website and the Games by Users located in Restricted Jurisdictions and/or any other country or state where such services are prohibited by law. You must not attempt to bypass or circumvent any geographic restrictions that apply to Your Member Account. Any attempt to circumvent such restrictions, including manipulating or falsifying the information used by Sorta Group Limitada to determine Your residence or access point, including the use of VPNs, proxies, anonymization tools or providing false or misleading information about Your residence, location or place of access, constitutes a serious breach of these T&Cs. If Sorta Group Limitada, based on reasonable evidence, determines You are using a VPN or otherwise concealing Your true location, Sorta Group Limitada reserves the right to block, restrict or close Your Member Account, freeze, void all associated

winnings, or confiscate any funds held therein, subject to an internal investigation and final determination. Sorta Group Limitada may request proof of residence, proof of address, proof of physical location, payment method verification, device-related information, additional KYC documents or any other information or documents at its sole discretion. Use of the Website and the Games is unauthorized and unlicensed in any jurisdiction where such use is unlawful. You may not use the Website or the Games in any manner that would violate any applicable laws and/or regulations. Any feature, product or service offered by Sorta Group Limitada is void where prohibited. Sorta Group Limitada may at its sole discretion, limit or deny any person access to the Website, the Games, or any related service.

14.7 Security and Viruses. Use of the Internet may expose. You to a risks such a malware, phishing or communication interruptions. Sorta Group Limitada shall not be liable for any damages, losses or disruptions arising from computer viruses, spyware, Trojan horses, worms, malware, phishing, spoofing or similar attacks that may affect Your devices, systems or data. Sorta Group Limitada strongly recommends that You use a reputable antivirus and cybersecurity software at all times. You should exercise caution when reviewing emails, SMS or other communications that appear to originate from Sorta Group Limitada, as such messages may be vulnerable and phishing attempts. I You are advised to access Your Member Account only through the official Website only and avoid using any links or instructions received through unauthenticated communication channels.

14.8 Website Accuracy. While Sorta Group Limitada endeavors to ensure that information on the Website and its content may not always complete, current or free of technical or typographical errors. To the extend permitted by applicable law, Sorta Group Limitada reserves the right to modify or update information on the Website at any time without prior notice, including information relating to policies, products, services and the Games. You acknowledge and agree that any reliance information provided on the Website is at Your own risk. You're Your decisions based on such information remain Your sole responsibility and Sorta Group Limitada shall not be liable for any consequences arising from such reliance.

14.9 Amendments of T&Cs. Sorta Group Limitada reserves the right at its sole discretion to modify, amend or update these T&Cs at any time and to determine the manner in which Users are informed of such changes. Any modification shall become effective immediately upon publication of the amended version of these T&Cs on the Website, unless a later effective date is specified. The date of latest modification will be indicated at the top of these T&Cs under the Section (see "Last updated". It is Your responsibility to review these T&Cs regularly. Each time You access or use the Website, Sorta Group Limitada services any of the Games and/ or Your Member Account, You shall check whether these T&Cs have been updated and carefully review the most recent version in its entirety. By continuing to access or use the Website, Sorta Group Limitada services, any of the Games and/or Your Member Account after publication of any amendments, You acknowledge that You accept and agree to be bound by the updated version of these T&Cs. Sorta Group Limitada may change withdrawal limits unilaterally by giving fourteen (14) calendar days' notice, unless a shorter period is required by law, regulation, payment provider requirements, AML/CFT requirements, fraud prevention, security, responsible gambling or other compliance-related reasons. If You do not agree to any amended version of these T&Cs, You must immediately discontinue the use of the Website, Sorta Group Limitada services, any of the Games and/or Your Member Account. In such case, You may withdraw any available balance, subject to these T&Cs, verification requirements, withdrawal limits and any applicable restrictions, and request to closure of request the closure of Your Member Account by contacting Customer Support.

14.10 English Language Controls. These T&Cs may be made available in one or more languages for information purposes only. The English version of these T&Cs shall be the sole legally binding version governing the relationship between You and Sorta Group Limitada In the event of any inconsistency or

discrepancy between the English version and any translated non-English version of these T&C, the English version shall prevail.

14.11 Indemnification. You agree to defend, indemnify and hold harmless Sorta Group Limitada and its Affiliates from and against any losses, damages, costs, claims, proceedings, penalties, fines or expense (including legal fees), incurred by or suffered by Sorta Group Limitada and its Affiliates, arising directly or indirectly from, to: (i) Your use of the Website and the Games; (ii) Your failure to fully or timely perform any of Your obligations under these T&Cs; (iii) any representations or warranties made by You under these, at any time, untrue or incorrect; (iv) any use of the Website, Games and Your wallet (Member Account) by You or by any third party using Your wallet (Member Account), whether with or without Your knowledge, approval and authorization or without it; (v) any violation by You of any applicable law, rule or regulation, or the rights of any third party.

15. NOTICES

15.1 You agree to contact us electronically. From time to time, we may place electronic messages on the Website, in Your Member Account, and/or contact You via email. You must provide us with correct contact information, otherwise Sorta Group Limitada shall not be responsible for any failure by You to receive, read, access or act upon information due to incorrect, outdated, inaccessible or unmonitored contact details. All correspondence, notices, requests and electronic communications are considered as “written” and shall be deemed validly sent, delivered and legally effective at the moment they are sent to Your registered email address, made available through Your Member Account, or otherwise sent through an electronic communication channel made available by Sorta Group Limitada, regardless of whether You read, open, receive or acknowledge them. Sorta Group Limitada has the right, but not the obligation, to conduct communication in writing. If You have any questions regarding Your use of the Website or the T&Cs, please contact us at: support@fairspin.io

15.2 Standard KYC communications may be conducted through Your Member Account, the Website interface, email, third-party verification provider interfaces or any other channel designated by Sorta Group Limitada. Communications relating to additional verification, enhanced verification, account blocking, account restriction, withdrawal suspension, source of funds, source of wealth, payment method verification or compliance review may be conducted through Your registered email address and/or any channel designated by Sorta Group Limitada. Customer support chat is not authorized to review, resolve or provide explanations regarding account blocking, additional verification, enhanced verification or compliance restrictions.

15.3 Verification-related requests and responses are processed on business days, Monday to Friday, excluding public holidays and non-working days applicable to Sorta Group Limitada or its relevant service providers. A communication or document package received after 18:00 UTC on Friday or on a non-business day shall be deemed received on the next business day for the purpose of Sorta Group Limitada’s review period. Sorta Group Limitada may review a complete document package within five (5) business days from receipt of the complete package or such longer period as may be reasonably required for comprehensive compliance or fraud investigations. An incomplete, unclear, unreadable, inconsistent or otherwise insufficient document package does not trigger the review period and does not extend the User’s applicable submission deadline.

ACCOUNT, PAY-OUTS AND BONUSES

Last updated: 16.07.2026

All capitalized terms not otherwise defined in this document shall have the meanings ascribed to them in the Terms of Service.

1. REGISTRATION OF YOUR MEMBER ACCOUNT

1.1. In order to participate in any Game offered by Sorta Group Limitada on the Website for real money You must first register an account at the Website (a "Member Account").

1.2. Sorta Group Limitada shall have the right to appoint or engage either third parties or its Affiliate(s) as a payment processor or payment solution provider to act, receive and/or pay funds on behalf of Sorta Group Limitada without prejudice to Sub-Clause 1.3.1 of the T&Cs.

1.3. You are only allowed to have one Member Account with Sorta Group Limitada. If You attempt to open, register, operate, control, use or benefit from more than one Member Account, any or all accounts You try to open, register, operate, control, use or benefit from may be permanently blocked or closed. If You notice that You have more than one Member Account under different names, details, devices, payment methods or any other circumstances, You must notify Sorta Group Limitada immediately. Duplicate, multiple, related or linked accounts shall be assessed and handled in accordance with the T&Cs.

1.4. Registration. A request to register (open) a Member Account is made by filling out the registration form and submitting it to Sorta Group Limitada online through the Website. We reserve the right to refuse to open a Member Account in case of violation of our T&Cs or policies, or terms and conditions or policies of third parties or Affiliate(s) engaged by Sorta Group Limitada, or other laws, regulations and policies applicable to Sorta Group Limitada or by request of the relevant thirds parties (including governmental bodies and regulators).

1.5. You must enter all mandatory information requested into Your registration form, in particular, Your valid email address and mobile phone number. Your registered email address is the primary channel for legally significant communications, including communications relating to KYC, additional verification, enhanced verification, account restriction, account blocking, withdrawal limitations, source of funds, source of wealth, payment method verification, security, fraud prevention and compliance matters. You are solely responsible for ensuring that Your registered email address is accurate, accessible, secure and monitored. For security purposes You shall verify Your email address (used for registration of Your Member Account) as follows: upon once You submit the registration form Sorta Group Limitada sends a message to Your email address with a verification link; You must follow the link to verify Your email address.

1.6. Eligibility. You must be 18 years of age or older, or such higher minimum legal age as stipulated in the laws of jurisdiction applicable to You and, under the laws applicable to You, You are allowed to participate in the Games offered on the Website.

1.7. Restricted Jurisdictions. You are aware that the right to access and use the Website and any products there offered, Games, Sorta Group Limitada services and a Member Account may be considered illegal in certain countries or jurisdictions. We are not able to verify the legality of service in each and every jurisdiction, consequently, You are responsible in determining whether Your accessing and using our Website is compliant with the applicable laws in Your country and You warrant to Us that gambling is not illegal in the territory where You reside.

1.8. Ineligibility. If on completion of Sorta Group Limitada 's KYC and verification checks, You are shown to be underage or a resident of any Restricted Jurisdiction ("Ineligible Person"), or use the Website and any products offered therein, Games, Sorta Group Limitada services and a Member Account from a Restricted Jurisdiction: (a.) Sorta Group Limitada will block Your Member Account; (b.) All transactions made whilst You were Ineligible Person will be made void, all associated wagers and winnings shall be voided and confiscated, and all related funds deposited by You will be frozen, withheld or returned subject to applicable law, fees, charges and compliance requirements. The same consequences, including the voiding of winnings and confiscation of funds, may apply if You fail to complete any required KYC, additional verification, enhanced verification, source of funds, source of wealth, payment method verification or other compliance review within fourteen (14) calendar days from the first official request, unless Sorta Group Limitada grants a written extension.

1.8.1. Sorta Group Limitada will consider and review carefully each case of opening a Member Account by an Ineligible Person and take the appropriate decision as regards to such Member Account and the deposited funds to such Member Account.

1.8.2. Sorta Group Limitada shall have the right to engage local consultants and governmental agencies residing in the jurisdiction where an ineligible person resides for the purpose of full compliance with laws and regulations applicable to such Ineligible person. In the event that such engagement results in any expenses for Sorta Group Limitada the latter shall have the right to debit an amount of such expenses from the Member Account opened (registered) by an Ineligible Person unless otherwise expressly established by the applicable laws and regulations.

1.8.3. Sorta Group Limitada reserves the right, at its sole discretion, to permanently close such Member Account and withhold or confiscate all funds and winnings held therein. No refunds or returns of deposits shall be processed for Ineligible Persons unless strictly ordered by a competent regulatory authority or a binding court judgment, in which case any permitted return shall be subject to the deduction of all applicable administrative charges and payment processing fees.

1.9. Password. As part of the registration process You will have to choose Your password for Your login into the Website. It is Your sole and exclusive responsibility to ensure that Your login details are kept securely. You must not disclose Your login details to anyone. Sorta Group Limitada is not responsible for any abuse or misuse of Your Member Account by third parties due to Your disclosure, whether intentional or accidental, whether active or passive, of Your login details to any third party. Additionally, should Sorta Group Limitada detect or suspect that any other person is using Your Member Account except for You, then Sorta Group Limitada reserves the right to suspend or close such Member Account and retain any funds in its absolute discretion.

Please note that if You want to change Your password or to restore (in the event You have forgot) the password You should use and have access to Your email address which was used to register Your Member Account. Should You lose access to such an email address, You will not be able to change or restore the password. You will be unable to withdraw any funds from Your Member Account within 48 hours upon You have changed or restored Your password, due to security reasons.

1.10. You are not allowed to transfer funds from Your Member Account to other Users or to receive funds in fiat money or cryptocurrency from other Users into Your Member Account, or to sell, transfer and/or acquire accounts to/from other Users.

1.11. Sorta Group Limitada may refuse to open a Member Account or close an existing Member Account in case of violation of our T&Cs or policies, or terms and conditions or policies of third parties or Affiliate(s) engaged by Sorta Group Limitada, or other laws, regulations and policies applicable to Sorta Group

Limitada or by request of the relevant third parties (including governmental bodies and regulators). However, all contractual obligations already made will be honored.

1.12. Your Member Account shall be deemed inactive if it has not been accessed for one hundred eighty (180) days and the positive balance shall be reset.

1.13. All transactions, account activity, deposits, withdrawals, gameplay, bonus activity and related actions may be checked by Sorta Group Limitada's Anti-Fraud, Compliance, AML/CFT or other relevant departments in accordance with applicable laws, regulations, fraud prevention, AML/CFT, account security, payment security, responsible gambling and internal compliance requirements. Sorta Group Limitada may initiate KYC, additional verification, enhanced verification, source of funds, source of wealth, payment method verification or any other review at any time, at its sole discretion, and regardless of whether any prior verification has been successfully completed.

1.14. Any suspicious, irregular, illegal, abusive, fraudulent or compliance-relevant activity on Your Member Account may result in You being reported to the relevant authorities and freezing or withholding of the balance of Your Member Account in full or in part, restriction or blocking of Your Member Account, refusal or delay of withdrawals, cancellation of bonuses and winnings closure of Your Member Account, termination of the Agreement, forced withdrawal where permitted, or confiscation of funds associated with fraudulent, abusive or unlawful activity where permitted by applicable law. Sorta Group Limitada may restrict or block Your Member Account before sending a request for documents or information, and such restriction is a protective measure for verification or investigation purposes and does not oblige Sorta Group Limitada to disclose internal grounds at any time, except where such disclosure is strictly required by applicable law or a competent authority.

1.15 Sorta Group Limitada may require You to complete standard, additional or enhanced verification, including KYC, AML/CFT, payment method verification, source of funds checks and any other compliance checks, at registration, before processing withdrawals, or at any time during the existence of Your Member Account. Such verification, the applicable timeframes, the documents that may be requested, the consequences of incomplete or failed verification, and the Company's rights to restrict, suspend, block or close Your Member Account, or withhold, freeze or confiscate any funds held therein, are governed by the KYC Policy and the relevant provisions of these T&Cs.

2. DEPOSITS INTO YOUR MEMBER ACCOUNT

2.1 Unless otherwise established by these T&Cs, You may participate in a Game only if You have sufficient funds on Your Member Account for such participation. Sorta Group Limitada will not give You any credit for participation in any Game. You may play demo Games (if any) without having funds on Your Member Account, however, such You may not win any real money resulting therefrom.

2.2. All information required to deposit funds into Your Member Account (including available currencies and payment methods), can be found under Your Member Account interface page available on the Website. You can use any of the payment methods available to You as specified on these pages as may be amended from time to time. Please note that some of the payment methods may not be available in some jurisdictions. Moreover, each time You make a deposit please check the amount of fees and charges (if any) applicable by a bank or payment service provider and ensure that such fees and charges are acceptable for You.

2.3. Principal Currency and Member Account balance. The primary operational, settlement and accounting currency of Sorta Group Limitada is USDT. All deposits, account balances, wagers, winnings, losses, settlements and other transactions are recorded, processed and maintained in USDT.

For Your convenience only, You may select a preferred currency for the display of monetary amounts on the Website (the “Principal Currency”) from the list of fiat and cryptocurrencies made available by Sorta Group Limitada from time to time (the “Available Currencies”). Where a Principal Currency is selected, the Website may display Your Member Account balance, transactions and other monetary amounts as an estimated financial equivalent in the selected Principal Currency value based on the exchange rates applied by Sorta Group Limitada from time to time.

The Principal Currency is provided solely as a technical and informational display feature for Your convenience. It does not constitute the actual currency of Your Member Account, does not create a separate balance or wallet in such currency, and does not affect the denomination, settlement, accounting or legal nature of any transaction, all of which remain denominated and settled in USDT.

You may deposit into Your Member Account using any of the Available Currencies. Where a deposit is made in a currency other than USDT, it will be converted into USDT at the exchange rate applied by Sorta Group Limitada at the time of the transaction.

2.4. You will see the list of all Available Currencies in Your wallet (Member Account). You may not make a deposit in any Available Currency unless it is Principal Currency of Your wallet (Member Account).

2.5. If You made a deposit and thereafter changed the Principal Currency to another Available Currency, You may not use such deposit to play the Games unless the currency of Your deposit is the same as the Principal Currency. Subject to Sub-Clause 2.8 hereof, Your deposit cannot be converted from one Available Currency to another Available Currency through our Website.

2.6. You may change the Principal Currency choosing any of the Available Currencies at any time through the settings of Your Member Account. If You change the Principal Currency of Your Member Account to an Available Currency You will not be able to use the balance of Your wallet (Member Account) in the former Principal Currency (example: if You have 100.00 USDT on Your wallet (Member Account) and change the Principal Currency of Your wallet (Member Account) from USDT to EUR, You will not be able to use 100.00 USDT to play the Games unless You change the Principal Currency from EUR to USDT).

2.7. If You deposit an Available Currency which is different from the Principal Currency of Your Account, the respective amount of deposit will be converted into the Principal Currency at the exchange rate of the respective bank or payment service provider. Furthermore, should You choose to use a local fiat currency for deposits, gameplay, or withdrawals, please be aware that the underlying processing operations are subject to automatic conversion to the Default Game Currency (USDT) at the prevailing exchange rate of the Company's payment providers. Please note that any potential exchange premiums, fees, or charges are payable by You.

2.8. Default Game Currency. Please note that the Default Game Currency for all operations, gameplay, and settlements of Sorta Group Limitada is the USDT. If You start a Game session provided that such Game's currency differs from the Principal Currency of Your Member Account, Our Website will automatically convert the respective balance of Your wallet from the Principal Currency to the Default Game Currency at the exchange rate applied by Sorta Group Limitada. You will simultaneously see the balance of Your wallet shown in the Principal Currency, and the balance of Your Game session shown in the Default Game Currency.

2.8.1. Local Currency Display and Non-Targeting. Sorta Group Limitada's platform utilizes automated technical features that may adapt the interface by offering specific language options or displaying Your Member Account balance in a local fiat currency as an informational Principal Currency display in accordance with Clause 2.3. These adjustments are based solely on Your device's technical parameters (e.g., IP address, browser locale settings) or Your explicit manual selection.

The availability of the platform in any specific language option or the display of balances in Your local currency is strictly subject to the balance display provisions set forth in Clause 2.3 and is strictly a technical feature provided for User convenience. It does not constitute an indication that Sorta Group Limitada operates in, targets, or solicits Users within Your specific jurisdiction.

2.9. If You make a stake, bet or wage while the Game session and lose it, the balance of Your Game session as well as the balance of Your wallet (Member Account) will decrease on the respective amount. In the event of the winning, the balance of Your Game session and the balance of Your wallet (Member Account) will increase respectively.

2.10. The exchange rate of Sorta Group Limitada applied from time to time to Your Game sessions may be calculated by You at any moment while the Game session is opened. If You do not agree with the exchange rate of Sorta Group Limitada applied to Your Game session, You may terminate Your Game session and choose a Game which supports and allows to use Your Principal Currency to play it.

2.11. Third party payment. Please note that only You may deposit funds to Your Member Account and no other person shall make transfers or payments to deposit funds to Your Member Account. Should We find that Your Member Account has been deposited by a third party (the "Prohibited Deposit"): (a.) We will immediately return the amount of the respective Prohibited Deposit by the same payment method used for transfer of the Prohibited Deposit, wherever practicable, excluding all fees and charges applicable by a bank or a payment service provider to Us for such return and no winnings will be paid; and (b.) All transactions made whilst You were using any amount of the Prohibited Deposit will be made void.

2.12. Should Your Member Account be deposited by the Prohibited Deposit more than one time, Sorta Group Limitada shall have the right to permanently close Your Member Account, void all winnings, and confiscate any remaining balances. Under no circumstances shall any remaining funds or balances derived from third-party financial instruments be returned or paid out to You.

2.13. Depending on the method selected for deposits, such deposits can incur charges. For current fees regarding depositing funds, see "Cashier" on Your Member Account interface page for each deposit method. Your bank or other payment service provider may independently charge You for bank wire transfers and other methods of payment.

2.14. When using a credit or debit card for depositing funds, Your funds only clear when Sorta Group Limitada has received a capture confirmation from the payment processor. Should Sorta Group Limitada not receive such approval and confirmation Your Member Account will not be credited with those funds.

2.15. Sorta Group Limitada reserves the right to use additional procedures and means to verify Your identity when effecting deposits into Your Member Account.

2.16. Sorta Group Limitada is not a financial institution and thus should not be treated as such. Your Member Account will not bear any interests and no conversion or exchange services (including fiat-crypto exchange) will be offered at any time. Credit balances in Your Member Account will not bear interest. Sorta Group Limitada does not grant any credit for the use of its Website or services.

2.17. We offer basic protection in relation to the funds we hold on account for You. This means that User's funds are kept in accounts separate from business accounts but they would form part of the assets of the business in the event of insolvency.

2.18. Sorta Group Limitada shall not be responsible for any fluctuations, both down and up, of currency exchange including rates (cryptocurrencies) over any period of time. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. Sorta Group Limitada is not liable for

any discrepancies or losses resulting from exchange rate fluctuations, nor for any special, incidental, or consequential damages arising from, or in any way connected, to such fluctuations.

2.19. Deposited amounts are available on the Member Account within a reasonable amount of time after the confirmation of the deposit. Before a withdrawal can be made, all previous deposits need to be confirmed.

2.20. Your Member Account top-up is considered to be made when the corresponding amount of funds is credited to the respective User wallet (Member Account). Notwithstanding the fact that the Website usually operates 24 hours a day, certain Member Account top-ups, depending on the payment method used, might be processed and credited to Your wallet (Member Account) only during regular working hours in UTC time zone. The amount of confirmations required for the purposes of full transfer of cryptocurrency to Your wallet (Member Account) may vary from the amount of confirmations required for the purposes of reflecting funds in Your wallet (Member Account) according to the information mentioned in the respective section of Your Member Account on the Website, and in such a case Sorta Group Limitada shall not be liable for any preliminary notification of the User regarding such changes in the amount of required confirmations.

In cases of Member Account top-up with cryptocurrency, the amount of cryptocurrency that is being transferred shall not be fully available in Your wallet (Member Account) until it has been fully topped-up, in particular: until relevant amount of confirmations is received by the network, depending on the type of cryptocurrency.

2.21. We reserve the right to use additional procedures and means to verify Your identity (Know Your Client) when effecting deposits into Your Member Account. This could include (but is not limited to) a selfie with a document or form of identification.

2.22. When depositing cryptocurrencies, please ensure that You are depositing an amount which is not less than the minimum deposit amount for that particular cryptocurrency, as displayed on the deposit page of Your Member Account. Deposits below this limit will not be processed by Our payment processor and will not reach Your Member Account and nor can it be returned back to You.

3. ACCOUNT ADMINISTRATION

3.1. Sorta Group Limitada operates Your Member Account, calculating the amount of funds You have staked or offered to stake on a bet, which represents Your potential exposure at any time ("Reserved Amount") and calculating Your available to play balance, from time to time, as well as settling bets made by You with other users through Your participation in the Games.

3.2. The amount of money in Your Member Account which has not yet been used for a stake (Game) is Your available to play balance and will determine Your betting limit.

3.3. Sorta Group Limitada's calculations of Your Reserved Amount, Your available to play balance and amounts owed by You under the terms of this Agreement will be final and, in the absence of any manifest error, will not be subject to any enquiry or investigation.

3.4. Sorta Group Limitada will both on a market basis and in general set off any losses against any gains.

3.5. Any deposit made by You into Your Member Account will be held for Your use until You place a stake or play a Game on the Website. Sorta Group Limitada will then hold such an amount awaiting the outcome of the stake or a Game.

4. PAYOUTS

4.1 When the outcome of a Game You participate in is determined or, where applicable, Sorta Group Limitada has confirmed the relevant result of an event and settled the markets, all winnings will be available for use in Your Member Account.

4.2. If Sorta Group Limitada by mistake credits Your Member Account with winnings that do not belong to You, whether due to a technical or human error or otherwise, the amount will remain the property of Sorta Group Limitada and the amount will be transferred from Your Member Account. If prior to Sorta Group Limitada becoming aware of the mistake You have withdrawn funds that do not belong to You, without prejudice to other remedies and actions that may be available by law or otherwise, the amount paid by mistake will constitute a debt owed by You to Sorta Group Limitada. In the event of an incorrect crediting, You are obliged to notify Sorta Group Limitada immediately by email.

4.3. Sorta Group Limitada will carry out additional verification procedures for any payout exceeding the financial equivalent in the selected Principal Currency of 2,000.00 USDT and reserves the right to carry such verification procedures in case of lower payouts.

4.4. We reserve the right to check and verify any of Your winning with the relevant provider of the Games and gaming content. Sorta Group Limitada shall have the right to define at its sole discretion whether the amount of Your winning is substantial or not. Sorta Group Limitada shall have the right to payout amounts of substantial winnings in monthly installments.

5. WITHDRAWALS FROM YOUR MEMBER ACCOUNT

5.1. You may withdraw any amount up to the "available to withdraw" balance in Your Member Account by issuing Sorta Group Limitada with a valid notice of withdrawal on the Website. The minimum and maximum amount of a one-time withdrawal transaction will be indicated in the "Cashier" section on Your Member Account interface page for each of the available withdrawal payment methods, while the maximum and minimum amounts of such a one-time transaction may differ depending on the chosen Available Currency, strictly subject to the balance display and conversion provisions set forth in Clause 2.3, and the chosen withdrawal method.

Standard withdrawal limits. The withdrawal limits set out below apply to all Users unless otherwise determined by Sorta Group Limitada. Sorta Group Limitada reserves the right, at its sole discretion, to apply different withdrawal limits to specific Users or categories of Users on an individual basis. It also reserves the right to split any withdrawal amount and process it in instalments, subject to the applicable withdrawal limits.:

- 1,000.00 USDT (or its financial equivalent in the selected Principal Currency) per day;
- 5,000.00 USDT (or its financial equivalent in the selected Principal Currency) per week;
- 20,000.00 USDT (or its financial equivalent in the selected Principal Currency) per month.

Win and Payout Restrictions

- **Single Win Limit:** The maximum amount of a single win, including local casino jackpots, may not be greater than 100,000.00 USDT (or its financial equivalent in the selected Principal Currency, calculated based on the exchange rates applied by Sorta Group Limitada from time to time).
- **Daily Aggregate Win Limit:** The aggregate amount of all single wins credited to a User within any rolling 24-hour period may not exceed 100,000.00 USDT (or its financial equivalent in the selected Principal Currency, calculated based on the exchange rates applied by Sorta Group Limitada from

time to time). Any amount exceeding this limit shall be automatically deemed void, forfeited and Sorta Group Limitada shall withhold such excess from being credited or paid to the User under any circumstances.

- **Network Jackpots Exception:** Network progressive jackpots are exempt from both the standard withdrawal limits and the 100,000.00 USDT single win limit. However, maximum payouts for network jackpots will be dictated by the processing limits set by Sorta Group Limitada's payment processing partners and the game providers, which are not within Sorta Group Limitada's direct control.
- **Spin Multiplier Limit:** Unless stated otherwise, the maximum win from any single spin is a multiple of 25,000 times Your bet per line. This includes any free spins or other features derived from a single spin.

Bonus and Promotion Limits

- **Pre-Deposit Bonuses:** Any bonus or free spin offer claimed prior to a first deposit is subject to a maximum cash-out limit of up to 100.00 USDT (or its financial equivalent in the selected Principal Currency), unless stated otherwise.
- **Bonus Play through Restrictions:** There is a limit on the maximum bet size allowed to be placed during the play through of any promotional bonuses (including cashback offers). 10.00 USDT (or its financial equivalent in the selected Principal Currency) is the maximum bet amount permitted, unless specifically stated otherwise in the promotion terms.

VIP Users Exceptions. Sorta Group Limitada operates a tiered User classification system. For User Accounts classified as VIP Clients, higher daily, weekly, and monthly withdrawal limits may be granted. Such limit increases are reviewed upon the User's request and are approved strictly on a case-by-case basis at the sole discretion of Sorta Group Limitada's Risk Management and VIP Management teams.

Payments will continue in accordance with the above limits until the requested amount is paid in full. Please note that the transaction amount can also be limited on the acquiring bank's side. Sorta Group Limitada reserves the right to request KYC or additional identification documents from You before processing any withdrawal.

5.2. Notice that Sorta Group Limitada products are consumed instantly when playing. Thus, Sorta Group Limitada can not provide returns of goods, refunds or cancellation of Your service when playing. If You play a Game with real money, the money will be drawn from Your Member Account instantly.

5.3. To free Your Member Account balance and withdraw all Your funds, You must first cancel any bets or other actions that You have made that remain outstanding.

In order to make a withdrawal, You shall wager an amount equal to 100% of Your deposited funds by playing a Game through the Website using active deposited amounts at least once (1) prior to withdrawal.

In order to make a withdrawal in Sport Betting Games and Live Casino Games, You shall wager an amount equal to 100% of Your deposited funds by playing a Game through the Website using active deposited amounts at least three (3) times prior to withdrawal.

This procedure is in line with anti-money laundering practices.

5.4. Notices for withdrawals must be made via the Website. Sorta Group Limitada will not accept requests for withdrawal made by telephone or by email. Employees of Sorta Group Limitada are not permitted to circumvent these instructions.

5.5. Subject to Your submission of all identification documents and any other documents or information requested by Sorta Group Limitada, and subject to successful completion of all applicable KYC, additional verification, enhanced verification, source of funds, source of wealth, payment method verification, AML/CFT, fraud prevention and compliance checks, Sorta Group Limitada may process Your withdrawal request. The withdrawal request processing may take from ten (10) minutes up to several business days, depending on the chosen payment method, banking hours, or payment provider processing times. The processing time shall not begin, or may be suspended, delayed or restarted, where Sorta Group Limitada or relevant third parties have to perform additional checks, where the document package is incomplete or insufficient, where withdrawal limits apply, or where any account restriction, investigation or compliance review is pending without any liability to Sorta Group Limitada for any resulting delays, losses, or currency fluctuations.

5.6. Sorta Group Limitada will credit Your account back using the same method as You have previously deposited with, whenever possible. Upon withdrawing funds, Your own bank or other payment provider may add a further handling fee or charge. Such fees or charges may vary from time to time, thus please check the amount of fees and charges applicable to You (Your withdrawal transaction) before You make a withdrawal and ensure that such fees and charges are acceptable for You.

5.7. After the funds have been withdrawn from Your wallet (Member Account), You are solely responsible for any freeze or confiscation that may arise due to the exchange terms of use that restrict transactions from gambling websites. Always read and understand Your exchange's or other wallet provider terms of use and use at Your own risk.

5.8. Before any withdrawals are processed, Your behavior on the Website, use of the Games, deposits, withdrawals, bonuses, payment methods, devices, account data and other relevant activity may be reviewed for any irregular use, abuse, exploitation of vulnerabilities, bonus abuse, multi-accounting, linked account activity, fraud, AML/CFT concerns, source of funds concerns, payment method misuse or any other compliance-related issue. Should Sorta Group Limitada deem, in its sole discretion, that irregular, abusive, fraudulent or prohibited activity has occurred or a vulnerability was used, the Sorta Group Limitada reserves the right to withhold or refuse withdrawals, confiscate or cancel winnings and bonuses, freeze or withhold funds, restrict or block Your Member Account and take any other measures permitted by these T&Cs and applicable law.

5.10. In certain cases, such as account closure, self-exclusion, etc., in the case of withdrawal requests pertaining to funds not used for wagering, Sorta Group Limitada will only remit Your funds when the extended due diligence procedure has been successfully carried out. Sorta Group Limitada will apply a charge on withdrawal ("Withdrawal Fee") in amount defined at the Sorta Group Limitada's sole discretion, if the required wagering turnover specified in Clause 5.3 hereof has not been fully met prior to requesting a withdrawal.

Sorta Group Limitada will inform You personally the applicable amount of the Withdrawal Fee, thus You will have the right to either agree or refuse to withdraw Your funds which have not been used for wagering and to pay Sorta Group Limitada the respective amount of the Withdrawal Fee, except cases of account closure (including, but not limited to, voluntary account closure by You, discretionary account closure by Sorta Group Limitada, or account termination due to any breach of these T&Cs). In all cases of account closure, any applicable Withdrawal Fee or administrative charge for un-wagered funds shall be deducted automatically from Your remaining balance without requiring Your prior consent or agreement.

5.11. Each User hereby acknowledges that upon accepting free money from creating its Member Account, that it may not be withdrawn unless the terms and conditions relating to this are adhered. To qualify for a withdrawal on these funds a minimum real money deposit must be made.

5.12. You acknowledge that the funds in cryptocurrencies are consumed instantly and Sorta Group Limitada do not provide for refunds or cancellation.

5.13. Cross-Chain Deposit (CCD). Cross-chain deposit means valid depositing of one cryptocurrency to the address of another cryptocurrency in blockchain. Recovery of CCD is a very dangerous and time-consuming process. Not all CCDs may be recovered, and the level of complexity, risk and time frames depend both on the type of currency and the address used for the deposit.

Having taken into consideration all factors Sorta Group Limitada team has developed the following fee structure of a cross-chain deposit recovery, Sorta Group Limitada will recover only those CCDs which exceed financial equivalent in the selected Principal Currency of 5,000.00 USDT at the moment of deposit transaction within a thirty (30) banking days period. The User incurs a ten (10) percent fee of the respective CCD (its amount) for the recovery.

In order to enable the recovery process, the User must successfully replenish their Member Account with a deposit equal to the specified ten (10) percent recovery fee, which will be debited by the Company upon successful completion of the transaction. After the successful replenishment, Sorta Group Limitada support and finance departments take steps required for the deposit recovery. The fee will be written off from the User's Member Account in case of the successful transaction.

Users should consider the described difficulties of the cross-chain recovery process and take into consideration a significant number of deposits mistakenly sent to the wrong address. Our team dedicates its best efforts to resolve the issue within the shortest time frames. Thus, we ask You to be patient.

Sorta Group Limitada shall have the right to refuse any request aimed to recover deposit made by You in cryptocurrency which is not Available Currency.

5.14. Except where explicitly stated otherwise for specific Sports Betting promotions (including Free Bets governed by Clause 7.2.2.2), the maximum withdrawal amount from any bonus (including deposit bonuses, no-deposit bonuses, free spins and free bets) after completing the wagering requirements cannot exceed the initial bonus amount credited. Any amount exceeding this limit will be canceled.

5.15. Please note that funds usually will be transferred to Your external account or wallet within ten (10) banking days upon the moment (date) Sorta Group Limitada has processed Your notice for withdrawal and Sorta Group Limitada confirmed (approved) such withdrawal.

6. CLOSING YOUR MEMBER ACCOUNT

6.1. If You would like to close Your account, You shall contact Our customer support via email at support@fairspin.io. The balance remaining in the account will be made available for payment subject to these T&Cs, applicable withdrawal limits, payment provider requirements, applicable fees and charges, and successful completion of all required KYC, additional verification, enhanced verification, source of funds, source of wealth, payment method verification, AML/CFT, fraud prevention and compliance checks. This payment will be conditional upon establishing Your identity and producing the documents and information required under these T&Cs and any applicable policy. If You fail to complete verification within the applicable timeframe, Sorta Group Limitada may close the account without processing payment until verification is completed, or may withhold funds where permitted under these T&Cs or applicable law.

6.2. The method of repayment will be at our absolute discretion.

6.3. Sorta Group Limitada reserves the right to close Your Member Account and to refund to You the available to withdraw balance, subject to verification, withdrawal limits, applicable restrictions, the deduction of relevant withdrawal charges, fees and costs, and compliance with these T&Cs, at Sorta Group Limitada's absolute discretion and without any obligation to state a reason. Sorta Group Limitada may withhold, freeze, delay, refuse or confiscate payment of any balance where KYC, additional verification, enhanced verification, source of funds, source of wealth, payment method verification, AML/CFT review, fraud review, bonus abuse review, multi-accounting review, linked account review or any other compliance review is incomplete, failed or pending, or where You have failed to provide requested documents or information.

6.4. Sorta Group Limitada reserves the right to withhold and remove any bonuses awarded to You if such bonuses have not been used.

6.5. In the event You should use bonus funds to play on Games not included in Games that count towards meeting the bonus requirement, or otherwise engage in bonus abuse, irregular bonus use, coordinated bonus activity, low-risk or zero-risk wagering, multi-accounting, linked account activity or any other promotional abuse, Sorta Group Limitada reserves the right to refuse withdrawals, remove bonus money void and cancel winnings, freeze or withhold funds, and lock, restrict or permanently close Your Member Account without notice. Cancellation of bonus money or bonus-related winnings shall not constitute grounds for automatic unblocking or reactivation of Your Member Account.

6.6. If Your Member Account remains inactive for a continuous period of six (6) months or more, Sorta Group Limitada reserves the right, at its sole discretion and without prior notice to You, to deactivate, suspend, restrict, delete or otherwise disable Your Member Account. Sorta Group Limitada may also declare any remaining account balance forfeited. Upon such forfeiture, all funds remaining in the Member Account shall immediately become the property of Sorta Group Limitada and shall not be refundable, recoverable or payable to You under any circumstances, irrespective of whether Your Member Account is subsequently reactivated or restored. You acknowledge and agree that You shall have no right to claim or recover any forfeited funds after the expiration of the inactivity period.

7. BONUS POLICY

7.1. GENERAL TERMS

7.1.1. All bonuses have a minimum deposit requirement, limits on the maximum bonus amount, wagering terms, limits on the maximum number of bets while wagering, and a time limit of bonus validity, unless otherwise indicated herein.

7.1.2. Please note that a bonus cannot be wagered on the following games: JetX3, CarX, Cricket X, HelicopterX, Genie's Bonanza, Burning Ice, Golden Quest, Hot Choice Deluxe, Foxy Hot 20, Vampires, Balloon, Mine Island, Beauty Warrior, Fruit Box, Diamond Monkey, Book of Aztec Bonus Buy, Book of Aztec Dice, Book of Aztec Select, Golden Joker, Book of Bonanza, All Ways Joker, Hot Fruits 20, Hottest Fruits 20, Bells on Fire Hot, Hot Choice, Grand Tiger, Sun Goddess, Tweety Birds, Plenty Dragons, Casinova, Hot 40, Hot Fruits 40, Hot Soccer, Farm's Fortune, Hot Fruits Deluxe, Aztec Secret, King Midas, Dragons Kingdom, BillysGame, Fiery 7's, Mariachi Coins, Fortune Girl, Fruit Star, Hot Fruits 27, Magic Forest, Dragons Mystery, Fruit Loop, Aztec Emerald, Double Diamonds 50, Grand Wild Dragon, Lucky Joker 40 Extra Gifts, Beauty Fairy, FireAndIce, Lucky Respin, Blazing Coins 20, Golden Fish, Book of Montezuma, Bells on Fire Rombo, Grand Wild Dragon 20, Hot Choice Dice, Lucky Joker 10, All Ways Hottest Fruits, Blazing Coins 100, Wild Hearts, Burning Ice 10, Dracula's Fortune, Dracula's Fortune: Halloween Edition, Jingle Bell Bonanza, Jungle Sisters Deluxe, Book of Pharaoh, Casanovas Ladies, Double Fruits, Harle Queen,

Mega Shark, Pharaohs Gold 20, Sun Goddess II, Double Joker 20, Hot fruits 100, Kitty Bet, Lucky Shark, Sharky's Gang, Chilli Willie, Nicer Dice 100, Blazing Coins 40, Hot Football, Hot Fruits 5, Hot Fruits Wheel, Lucky Double, Bao Slot 5X, All Ways Hot Fruits, Book of Admiral, Dia Muertos, Lucky Joker 10 Cashspins, Mistress of Monsters, Nicer Dice 40, Party Night, Double Diamonds, Hot Dice 10, Hot Fruits 10, Sakura Fruits, Joker X, Super Cats, Tiki Madness 100, Wild Anubis, All Ways Hot Dice, Cash Diamonds, Fiery Fruits, Hot Fruits 20 Cash Spins, Lucky Joker 100, Hot Seven Deluxe, Wild Volcano, Burning Ice 40, Plinko X, Samurai, Blazing Bells 10, Blazing Bells 40, Fruit Box Boost, Princess of Pearls, FootballX, Multihand Blackjack, Multihand Blackjack Pro, Football Plinko, Plinko 2, Plinko XY, Retro Trader, Rocket Dice, Rocket Dice XY, Mine Gems, Minesweeper, Minesweeper XY, Cat's Soup, Dice Clash, Merge Up 2, Dice Million, Fruit Million, Joker's Million, Arrow Slot, Secret Bar Multidice X, Lucky Lady's Clover, European Roulette, French Roulette, Lucky 8 Merge Up, Lucky Ducky, Merge Up, Wild Card Gang, Kraken's Hunger, Loki Loot, Scratch Dice, Rotating Element, Hit The Route, Alien Fruits 2, Bonanza Trillion, Gemhalla, Gemza, Tramp Day, Burning Chilli X, Fishing Club, Royal Fruits MultiLines, Sakura Riches 60, Wild Tiger, Winter Fishing Club, Book of Pyramids, Treasure of Anubis, Savage Buffalo Spirit, Wild Chicago, Fortune Bells, Lady Wolf Moon, Book of Cats Megaways, Book of Panda Megaways, Fortuna TRUEWAYS, All-Star Fruits, Alice WonderLuck, Infinity Pull, Diamond of Jungle, Disco Party, All Lucky Clovers, Aviamasters, Aztec Clusters, Balloon Mania, Burning Chilli 243, Capymania Green, Capymania Orange, Capymania Yellow, Doomsday Saloon, Dragon's Crash, Fiesta Clusters, Gift X, Haunted Reels, Hot Chilli Bells, Limbo XY, Lucky Dragon MultiDice X, Mystery Garden, OOF The Goldmine Planet, Slot Machine, Space XY, Street Power, Top Eagle, Wild Moon Thieves, Wild Tiger 2, Flirting Scholar, Ninja vs Samurai, Muay Thai Champion, Leprechaun Riches, Dragon Legend, Russian Keno, Gem Star, Grand Casanova, GrandX, Hot 27 Dice, Hot Diamonds, Hot Neon, Hot Scatter Dice, La Gran Aventura, Magic Owl, Wild Stars, Mystery Egg Surprise, Mystery Joker, Rage to Riches, Jolly Roger, Desert Gem, Legend of Senteng, Atlantis Thunder St Patrick's Edition, Miami Bonus Wheel, Bangkok Dreams, Ducks till Dawn, Temple of Heroes, Bad Bass Cash Towers, Candy Treasures: Cash Towers, Golden Galâ€™s Cash Towers, Griffinâ€™s Quest Xmas Edition, Mermaids Galore, Hong Bao, Wild Orient, Speakeasy Boost, Lucky Riches Hyperspains, Blood Moon Express, Blazing Bull, Pharaoh's Reign, Maui Millions, Griffin's Quest Gamble Feature, Big Bounty Bill, Big Bounty Bill BoomBoom, Cashpot Kegs, Cosmic Charms, Gates of Babylon, Holmes: Reel Detective, Zombie Queen Gamble Feature, Bubbles, Caribbean Anne Gamble Feature, Detective Donut, Junk Rat Max, Blazing Bull 2, Blazing Bull Gamble Feature, Burning Diamonds, Joker Supreme, Sky Hunters, Caribbean Anne 2, Area 69, Curse of Echnaton, Maxzilla, Cultist, Traders Fortune, Finnegan's Formula, Queen of the Nile, Ruby Royal, Tiki Trip, Wild Piggy Bank, Wild Witches, Veracruz Wild, Neon Fruits, Super Size Atlas, Wild Swarm, Oktobearfest, Rox Dogs, Diamond Bounty 7s Hold and Win, Birds Party, Birds Party Deluxe, Spindrift 2, Cash Wash Deluxe, Lucky Sakura, Mighty Red, Wild Lucky Chance, Brumby's 243, Queen of Diamonds 20, Lucky Crown 20, Dolphin's Wealth, Mega Lucky 576, Golden Joker 243, Lucky 432 Ways, Book of Nibiru, Book Of Wild, Mega Lucky Pot, Wild'n Luck 20, Lucky Crown Spins, Mega Cash'n Fruits, Lucky Robbery Win Spins, Lucky 2 Ways, Buffalo's Wealth Win Spins, Gems And Cash Win Spins, Leonardo's Secret, Lucky Jane In Egypt Win Spins, Lucky Sakura Win Spins, Lucky Clover Spins, Allways Lucky Pot, Lucky Win Spins, Cash The Gold, Lucky Hell-o-win, Lucky Lady Bug, Flat&Hot Fruits 20, Booming Fruits 20, Booming Fruits 256, Very Lucky 1024, Allways Egypt Fortune, Hot Coins Fortune 10, Retro Mega Fruits, Hold The Gold Fortune, Mega Cash The Gold, Coins'n Fruits 100, Golden Joker 100 Hold And Win, Fruity Christmas, Northern Gold Rush, Landy-Candy Spins 100, Cash'n Fruits 100 Hold And Win, Hold The Gold, Wild Lady Cash 10, Coins'n Diamonds X, Landy-Candy, Mega Booming Diamonds, Cash'n Fruits X, Lucky Clover 243, Mega Diamond X, Wild Lady Cash, Lucky Christmas 243, Fruit Dealers, Mega Booming Fruits, Mega Lucky Diamonds, Juicy Splash 10, Sweet Spins 20, Lucky 10 Bells, Mega Lucky 243, Booming Fruits 10, Lucky Xmas 20, 10 Lucky Spins, Lucky Tribe 20, Lucky 20 Bells, Lucky 5 Bells, Lady Wild 10, Golden Joker 243 Fortune, Dolphin's Wealth Fortune, Lucky Jane In Egypt Fortune, Lucky Robbery Fortune, Mega Cash Amplifier, Cash'n Fruits Fortune 243, Great Hook Hold And Win, Beersburg Fest Hold And Win, Lucky Safari Hold And Win, Lucky

Sakura Hold And Win, Dolphin's Wealth Hold And Win, Golden Joker 243 Hold And Win, Way Of Honor Hold And Win, Gentle Fox Hold And Win, Very Lucky, Jungle Wealth Hold And Win, Tiger's Steps Hold And Win, Buffalo's Wealth Hold And Win, Wish And Spin Hold And Win, Clover Fest Hold And Win, Cash'n Fruits Fortune 27, Don Catleone Hold And Win, Love Gems Hold And Win, Coins Sniffer Hold And Win, Classic Christmas Hold And Win, Christmas Gems Hold And Win, Golden Joker 27 Hold And Win, Mad Jack Hold And Win, Lucky Fest Hold And Win, Mega Lucky Diamonds Hold And Win, Cash'n Fruits Fortune, Lucky Bro Hold And Win, Lucky Jane In Egypt Hold And Win, Roll The Pearls Hold And Win, Buffalo's Wealth, Coins'n Fruits Spins, Spartans Luck Hold And Win, Gems And Cash Hold And Win, Lucky Crown Hold And Win, Sun Treasure, Coins'n Fruits 243, Lucky Robbery, Lucky Snowlight, Lady & Firedrake, Cash'n Fruits Hold And Win, Cash'n Fruits 27 Hold And Win, Warrior's Luck, Lucky Jane in Egypt, Lucky Gold Miner, Lucky Cash And Spins, Book Of All Ways, Lucky Eve 100, Mega Diamonds Luck, Lucky Fruit X, Hot Coins & Fruits 100, Wolf Spins 243, Lucky X Bells, Mega Lucky 81x, Cash'n Fruits 100, Cash&Spins 243, Lucky 3 Cherries, Book of Corsairs, Lucky Jane & Aztec Book, Lucky Retro Fruits 243, Hot Coins & Fruits 243, Cash'n Fruits 243, Seven&Wild, Booming Fruits 27, Retro Wins 100, Lucky Win Spins X, Hot Coins Fortune, Lucky Coin Wins, Lucky Fruit Wins 100, Luck'n'Power, Lucky Cash'n Fruits 243, Cash The Gold Hold And Win, Chinese Luck, Book of Armour, Landy-Candy 100, Golden Joker 100, Mega Lucky 100, Werewolf's Night, All Ways Egypt, Booming Fruits X, Fruit Cafe 20, Booming Fruits 100, Chinese Gold Hold and Spin, Kaiser, Beauty and the Beast, Good Girl, Bad Girl, Gypsy Rose, Sugar Pop, Quest To The West, The Curious Machine, Safari Sam, Sushi Bar, At The Copa, After Night Falls, Puppy Love, Puppy Love Plus, Greedy Goblins, Dim Sum Prize, The Topsy Tourist, The Angler, Mr.Macau, Back to Venus, Monster Pop, Jungle Stripes, The True Sheriff, Classic Fantastic, Fate of Olympus, Fate of Olympus Mobile, Viking Madness Xtreme, Viking Madness Xtreme Mobile, Cherry Cherry Mobile, Cherry Cherry, Pogo's Circus, The Midnight Jackpot, Pyramid Quest, Boobies & Booties, 3Diamonds fashiontv, Sphinx Race Deluxe, Ninja Cats, Gold Race Deluxe, Fruit Race Deluxe, Fortune Race Deluxe, Bubble Rama, Fortune Koi, Diamond Magic, Daruma Impact, Totem Warrior, Golden Taj Mahal, Mummy Hunter, Fruity Mayan, Vampire's Fate, Koi Koi Treasure, Mystic Rings, Love And Riches Eldorado, Gladiator Royal, Super Fruit Blast, Jump! 2, Hyper Hues, Japanese Mask, Genies Showtime, Mystic Shaman, Shamrock Quest, Infernal Fury, Glory of Rome, Valentine Monchy, Indiana Wolf, Walz Beauty, Moo Moo Cow, Arctic Hunt, Poseidon, Hot Hot Summer, Baba Yaga, Wild Flow, Hello Win, Bamboo Bear, Highway Fortune, Lucky Koi, Brothers kingdom, Rise Of Werewolves, Mayan Gems, King Pharaoh, Golden Lotus SE, Tiger Warrior, FaFaFa2, Da Fu Xiao Fu, Golden Whale, Ho Yeah Monkey, Cai Shen 888, Baby Cai Shen, Fiery Sevens Hot 100, Fiery Sevens Hot 50, Fiery Sevens Hot 20, Fiery Sevens Hot 5, Fiery Sevens, Wow Prosperity, Princess Wang, Golden Monkey, Lucky Meow, Lucky Feng Shui, Mr Chu Tycoon, Gold Panther, Magical lamp, 5 Fortune Dragons, Prosperity Gods, FRUITILES, Wild Reels, Fairy Dust Xtreme!, Fairy Dust Xtreme! Mobile, Sizzling Blaze Jackpot Deluxe Mobile, Sizzling Blaze Jackpot Deluxe, Sizzling Blaze, Sizzling Blaze Jackpot, Sizzling Blaze Jackpot Mobile, Sizzling Blaze Mobile, Galacnica Xmas, Galacnica Xmas Mobile, Bubbles Bonanza Mobile, Bubbles Bonanza, Fortune Miner Mobile, Fortune Miner, 1429 Uncharted Seas Mobile, 1429 Uncharted Seas, Heads Will Roll, Heads Will Roll Mobile, Bork The Berzerker, Hack 'N' Slash Edition Mobile, Bork The Berzerker, Hack 'N' Slash Edition, Mobile, Bork The Berzerker, Hack 'N' Slash Edition, Birds On A Wire Mobile, Birds On A Wire, Toki Time Mobile, Toki Time, Fruit Warp Mobile, Fruit Warp, Barbershop: Uncut Mobile, Barbershop: Uncut, Thrones Of Persia, Sizable Win, Thrones Of Persia, Sizable Win, King of Fruits, King of Fruits Mobile, TPG 777, TPG 777 Mobile, Fun Monkey, Fun Monkey Mobile, King of Seven, Fortune Hot Pot, Lucky Leprechaun, King of Seven Mobile, Fortune Hot Pot Mobile, Lucky Leprechaun Mobile, Vampires Feast, Vampires Feast Mobile, Xian Xia, Dragon Dynasty, Xian Xia Mobile, Dragon Dynasty Mobile, Mischievous Pirates, High Way Kings, Blooming Riches, Mischievous Pirates Mobile, High Way Kings Mobile, Blooming Riches Mobile, Golden Ox Mobile, Golden Ox, Wildfire Gold, Carnaval Alegría, Jokerizer Mobile, Jokerizer, Tuts Twister Mobile, Tuts Twister, Wilhelm Tell Mobile, Wilhelm Tell, Baron Samedi Mobile, Baron Samedi, 9K Yeti Mobile, 9K Yeti, Coin Flynn, Fruit Train Express: Hold & Win, Rush for Diamonds: Hold and Win, Piggy Thief, Coin Flynn Deluxe,

Lady Lemon Fruits, Halloween Train: Hold & Win, 3 Coin Treasures, Clover Coins 4x4, Devil Fire, Lucky Roulette, Fortune Hook Boom, SHŌGUN, Arena Fighter, Fruity Wheel, Zeus, Jackpot Joker, Big Boss, Money Pot DELUXE, Rapid Gems 777, Party Star, 40 Sparkling Crown, 20 Blazing Clover, 10 Sparkling Crown, Devil Fire 2, Crazy777 2, Lucky Jaguar, Fortune Coins, Charge Buffalo-ASCENT, Fortune Gems 3, Golden Temple, Sin City, Crown of Fortune, Poseidon, Devil Fire Twins, Fortune Gems 500, 3 LUCKY PIGGY, Lucky Macaw, Nightfall Hunting, Clover Coins 3x3, Money Pot, Jackpot Joker FEVER, Golden Bank 2, Treasure Quest, Dice & Drop, Sweet Magic, 3 Lucky Baozhu, 3 Coin Golden OX, 3 Witch's Lamp, Cash Stack, Fortune Zombie Lightning, 3 Coin Wild Horse, Lucky Tiger, Money Coming 2, 3 Coin Treasures 2, 3 Charge Buffalo, Fortune Hook, Lucky Jaguar 2, Mines Grand, Bikini Lady, Safari Mystery, Domino Go, Penalty Kicks, Keno Super Chance, Trial of Phoenix, Crash Touchdown, Ocean Hunter, Coin infinity Surge Reel, Lucky Doggy, Speed Baccarat, Egypt's Glow, 3 Pot Dragons, Potion Wizard, Fortune Roulette, Money Coming Expanded Bets, Crash Goal, Crazy Hunter 2, Super Cockfight, Blackjack Lucky Ladies, Video Poker, Witches' Night, King Arthur, Truco, Pearls of Bingo, European Roulette, Fortune Monkey, Ocean King Jackpot, Magic Lamp Bingo, Plinko, Color Prediction, Candyland Bingo, Elf Bingo, Blackjack, Keno, Wheel, Limbo, HILO, Tower, Mines, Go Rush, Dinosaur Tycoon II, Golden Land, Bingo Adventure, West Hunter Bingo, Plinko Empire, Go Goal Bingo, Ludo Quick, Color Game, Jackpot Bingo, Lucky Bingo, Calaca Bingo, Ludo, Super Bingo, Bingo Carnaval, Fortune Bingo, Sic Bo, Baccarat, 7up7down, Dragon & Tiger, iRich Bingo, Andar Bahar, Bingo Empire, Number King, Bonus Bingo, Poker King, Happy Fishing, All-star Fishing, Crazy Hunter, Mega Fishing, Boom Legend, Dragon Fortune, Dinosaur Tycoon, Jackpot Fishing, Bombing Fishing, Marching Legions, Money Cart, Money Cart 2, Blazing Bull, Maui Millions, Big Bounty Bill, White Rabbit, Epic Joker, Blood Suckers, Butterfly Staxx, Dazzle Me, Steam Tower, Twin Spin, Reel Rush, Dead Or Alive, Dead Or Alive, Butterfly Staxx 2, Dazzle Me, Fruit Shop, Reel Rush, Starburst, Jack Hammer, Steam Tower, Aloha! Cluster Pays, Blood Suckers, Codex of Fortune, Twin Spin, Jack Hammer 2: Fishy Business, Secrets of Atlantis, Hotline, and all games of the gaming providers Mascot Gaming and Agt Software.

7.1.3. Sorta Group Limitada reserves the right to amend or cancel all bonuses, free bets and winnings, as well as confiscate all money from Your Member Account without prior notice and/or suspend or close Your Member Account, if they were received in an unfair way or in violation of the applicable rules, policies and/or legislation, or if the change or cancellation is needed because of any change in law or regulation.

7.1.4. Terms of Service shall apply to all promotions and bonuses.

7.2. SPORTS BETTING BONUS

7.2.1. Eligibility:

7.2.1.1. Bonuses are restricted to one per person, account holder, household, IP address, address, device, phone number, bank account, and payment method.

7.2.1.2. Publicly shared environments (universities, workplaces) are subject to additional scrutiny.

7.2.2. Free Bet

A Free Bet is a promotional wager granted by Sorta Group Limitada to the User under specific promotional terms.

If the Free Bet carries no wagering requirement, only the net profit (i.e., the total winnings minus the value of the Free Bet) shall be credited to the User's withdrawable balance.

If a wagering requirement applies, any winnings resulting from the Free Bet will be credited as bonus funds and must be wagered in accordance with the terms stated in the relevant promotional offer.

Full conditions, including validity period, eligible games or markets, minimum odds, and maximum payout limits, will be provided within the specific offer.

7.2.2.3. No Risk Bet

A No Risk Bet is a type of promotional bonus in which the User receives a full or partial refund of the original stake if the qualifying bet results in a loss. This bonus may be offered as part of a welcome package or other promotional campaigns.

The specific conditions - including the refund amount, eligibility requirements, and any wagering requirements on the refunded amount - will be detailed in the corresponding promotional terms.

Unless explicitly stated otherwise, the No Risk Bet shall be treated as a component of the active bonus offer.

7.2.2.4. Risk-Free Bet.

A Risk-Free Bet allows the User to place a bet using their own funds and receive a refund of up to the set limit in the event of a loss.

The refund is credited as sports bonus funds with wagering (rollover) requirements, which will be specified in the terms of the specific promotion.

Qualifying bets are accepted only on the markets specified in the terms of the specific promotion.

To participate, the bet must be placed exclusively with real money.

If the qualifying bet wins, the User receives the net winnings to their main balance. If the bet loses, the refund is credited as bonus funds.

Bonus funds received under the Risk-Free Bet promotion can be withdrawn only after the full completion of the wagering requirements.

Sorta Group Limitada reserves the right to exclude, cancel, or remove any Risk-Free Bet and associated winnings in cases of misuse or breach of the promotion's terms and conditions.

7.2.2.5. Bet Boost.

Bet Boost allows the User to place a bet using their own funds and receive an additional percentage on the potential winnings.

Qualifying bets are accepted only on the sports, categories, championships, or events specified in the terms of the specific promotion. The bet must be placed exclusively with real money. Free bets or bonus bets do not qualify for this promotion.

In the event of a winning bet, the additional percentage is applied only to the net winnings (the stake amount is not included).

Bets that are settled via early cash out (Cash Out) are automatically excluded from receiving any additional winnings.

Sorta Group Limitada reserves the right to exclude, cancel, or remove any Bet Boost and associated winnings in cases of misuse or breach of the promotion's terms and conditions.

7.2.1.3. Bonus is only available on sportsbook excluding Virtual markets (Virtual horse racing, Virtual greyhound racing, Virtual football and any other Virtual product(s)) launched by Sorta Group Limitada.

7.2.1.4. The bonus is non-refundable and cannot be withdrawn as cash.

7.2.1.5. Sorta Group Limitada reserves the sole right to determine eligibility for receiving bonuses, free bets, promotions, or offers, and can grant or withhold them at its discretion.

7.2.2. Types of Bonuses

Sorta Group Limitada may provide promotional offers to Users in the form of bonuses, subject to the T&Cs and the specific terms of each offer. The following types of bonuses may be offered:

7.2.2.1. Deposit bonus. A bonus amount granted upon making a qualifying deposit. The following conditions shall apply unless otherwise specified in the promotion:

The bonus amount and percentage;

The minimum deposit required to activate the bonus;

The wagering requirement (e.g., 35x the bonus amount);

The validity period during which the bonus must be used or wagered;

Any restrictions on eligible games or bet types.

All applicable conditions will be clearly stated in the specific promotional offer. Misuse of the bonus or violation of the T&Cs may result in the forfeiture of funds.

7.2.2.6. Alternative or Personalized Offers

Sorta Group Limitada may, at its discretion, provide alternative or personalized promotional offers to certain Users. These may include, but are not limited to:

Rakeback

Cashback

Risk-Free Bets

Individual or loyalty-based bonuses.

Users are encouraged to consult the Promotions section or contact customer support to review the availability and terms of such offers, and to select the offer that best suits their preferences and play style.

7.2.3. Wagering Requirement (Wager)

The Wagering Requirement (or "Wager") is a multiplier that determines the total amount of qualifying bets a User must place before bonus funds (and any associated winnings) become eligible for withdrawal.

Example: A 100.00 USDT bonus with a 10x wagering requirement means the User must place 1,000.00 in qualifying bets before withdrawal is permitted.

7.2.3.1. Eligible Bets

Depending on the promotion, single bets, accumulator bets, or both may contribute toward the wagering requirement. Details will be outlined in the specific offer.

7.2.3.2. Excluded Bets

Bets that are settled via cashout, or those that are refunded, voided, or cancelled, will not count toward the wagering requirement.

7.2.3.3. Minimum Odds

Unless otherwise specified in the promotion, only single bets placed at minimum odds of 1.60 (decimal) or higher shall count toward fulfilling the wagering requirement.

7.2.4. Responsible Use and Access Restrictions

7.2.4.1. Sorta Group Limitada may limit or withhold bonuses for certain Users.

7.2.4.2. Bonuses and winnings may be denied or revoked in cases of bonus abuse.

7.2.5. Bonus Abuse and Promotional Manipulation:

7.2.5.1. Sorta Group Limitada considers certain types of play and activity to be unfair and to constitute a material breach of these T&Cs. Prohibited conduct and bonus abuse include, without limitation, the following:

- any attempts to place bets on both sides of a market;
 - registering, operating, controlling, or using multiple, duplicate, or linked accounts to claim, obtain, or wager bonuses;
 - colluding or coordinating activity with other Users or between different accounts in order to gain an unfair advantage in relation to bonus or exploit promotional offers (for example, series of bets placed by a User or group of Users, which due to a deposit offer, enhanced payments, free bets or any other promotional offer results in guaranteed user profits irrespective of the outcome, whether individually or as part of a group);
 - placing zero-risk, low-risk, hedged, opposite, or coordinated bets on both sides of a market when wagering bonuses;
 - using identical or linked payment methods, devices, personal data, network characteristics (including IP addresses or hardware fingerprints), or other indicators in connection with promotional activity;
 - sharing personalized bonuses (that is, promotions only available to specific Users) with third parties and/or taking part in any personalized bonus forwarded to You by someone else when it was not intended for You;
 - purchasing all the tickets or positions for a free game tournament, or promotion;
 - repeatedly depositing, cashing out and redepositing purely to gain a deposit related bonus;
 - using 'minimal risk wagering patterns' (a set pattern of bets or stakes that unfairly minimizes risks or opposite betting);
 - taking advantage of broken game mechanics, software bugs, connection latencies, or any combination of loopholes that leads to abusing bonus; or
 - otherwise manipulating or circumventing Sorta Group Limitada's the bonus system and wagering rules.
- 7.2.5.2. Should Sorta Group Limitada deem, in its sole discretion, that any form of bonus abuse, unfair play, fraud, or prohibited promotional activity has occurred, Sorta Group Limitada reserves the right to take any or all of the following measures without prior notice:
- void any bets, stakes, or wagers placed;
 - cancel and void any active or pending bonuses, reward points, VIP benefits, and all related winnings derived therefrom;
 - refuse, suspend, or delay the processing of any withdrawal requests;
 - withhold, freeze, or confiscate any funds, deposits, and balances held in Your Member Account;

- restrict, suspend, or permanently close Your Member Account.

7.2.5.3. In cases of suspected or confirmed abuse, Sorta Group Limitada may charge an administrative fee to recover associated operational costs, which may be debited directly from Your Member Account balance.

7.2.5.4. Any dishonest bets or abuse of technical features, such as the combo bet or cash-out options, will lead to the immediate cancellation of winnings and may result in the suspension of Your Member Account.

7.2.5.5. Cancellation of a bonus or related winnings under this Section shall not create any right to the immediate unblocking or reactivation of Your Member Account. Repeated offenses or systematic promotional fraud shall lead to a permanent ban, absolute forfeiture of all funds, and termination of the Agreement.

7.2.6. Flexible Bonus Parameters

7.2.6.1. The wagering model may vary by promotion and include:

Wagering with real funds only;

Real funds used first, then bonus funds;

Proportional wagering (e.g., 50% real / 50% bonus).

7.2.6.2. Each bonus may have a minimum odds requirement for qualifying bets.

7.2.6.3. Bonuses may apply only to certain bet types (e.g., singles, accumulators, live, or pre-match).

7.2.6.4. Specific sports, markets, or events may be excluded from bonus wagering.

7.2.6.5. Individual limits on bet size or winnings may apply.

7.2.6.6. The full terms and wagering conditions for each bonus are clearly stated on its respective promotional page.

7.2.6.7. Each bonus has defined validity periods: an activation period (when it can be claimed) and a wagering period (when it can be used). Specific dates are stated in the bonus terms

7.2.7. Bonus Balance for Sports Offers

7.2.7.1. Sports bonuses are credited to a separate bonus balance, distinct from casino bonuses.

7.2.7.2. Bonus funds for sports are frozen and cannot be used for betting until the wagering requirements are fully met, unless otherwise specified in the offer.

7.2.7.3. Wagering requirements must be fulfilled using the User's own real funds. Bonus funds may not be used to satisfy wagering requirements unless explicitly stated otherwise in the promotional terms.

7.2.7.4. Upon completion of the wagering requirements, the bonus balance may be unlocked and transferred to the User's main account balance as withdrawable funds.

7.2.7.5. Sorta Group Limitada reserves the right to establish alternative rules for specific promotions. In cases where no alternative terms are specified, the provisions of this section shall apply

7.2.7.6. Sorta Group Limitada reserves the right to modify, suspend, or cancel any bonus terms or promotions at its sole discretion, particularly in response to changes in applicable laws or in cases of suspected abuse or fraud.

RESPONSIBLE GAMING

Last updated: 16.07.2026

All capitalized terms not otherwise defined in this document shall have the meanings ascribed to them in the Terms of Service.

Foreword

Playing with fairspin.io can be an enjoyable form of entertainment and You might even win some money. But You cannot win every time. Losing is a part of the game and You have to be ready for it. Therefore, You should play responsibly, and not risk money that You cannot afford to lose. We want all Your gaming experiences to be positive, regardless of whether You win or not. Knowing when to stop is one of the most important aspects of gambling responsibly. For that reason, We are offering a number of tools, and give regular feedback about Your gambling habits to make it easier for You to keep track and stay in control.

No Underage Play

It is illegal for anyone under the age of 18 to open a Member Account and/or to gamble at Our online casino. We reserve the right to request proof of identity from You and may suspend Your Member Account until adequate age verification has been conducted. Please note that local legislation might differ from the general rules that apply at Our online casino. If You are unsure whether You are allowed, or at a legal age, to play with Us, please contact a local solicitor or legal counsel.

Quick Tips

We want to encourage a culture of positive play where gambling is something fun and happens within each User's personal limits. Here are a few tips for playing responsibly:

Set a personal budget and make sure You stick to it.

Only play for the fun of it, not to make money.

Only gamble when sober and in a clear state of mind.

Make sure You take regular breaks.

If the fun is overshadowed by negative emotions, it may be time to take a break or to start using the tools and support services We offer.

You are given the opportunity to indicate the limits of Your gambling behavior in terms of the maximum amount of time to be allowed access to the interface; the maximum amounts of money to be deposited into the account or to spend through the account. If You want to set up the limits, please notify Our customer support via email at support@fairspin.io.

External Organizations

Gambling problems and the consequences that sometimes come with them can be difficult to handle on Your own. That is why we recommend turning to an organization that specializes in helping people with

gambling related issues to get the support needed in such situations. There are several who offer free and confidential help.

www.gamcare.org.uk

www.begambleaware.org

www.gamblingtherapy.org

www.gamblersanonymous.org.uk

Parental Control

Do You share a computer with a child? Always remember to keep Your account information and passwords secret. There is free software that You can download that will help protect Your children from online gambling, two well-recognized options include Net Nanny and CYBERSitter. Our customer support team is always happy to answer any questions You may have about safety and the use of Our site.

Your Family and Friends

Consequences of excessive gambling do not only affect the User, but can also have an impact on family and friends. As an affected other, it can be reassuring to know that there is support for both You and Your loved one. If You are worried about a relative or a friend, We recommend that You reach out to one of the support organizations available. Please do not hesitate to contact Our customer support team at support@fairspin.io who will help guide You in the right direction.

SELF-EXCLUSION

Last updated: 16.07.2026

All capitalized terms not otherwise defined in this document shall have the meanings ascribed to them in the Terms of Service.

PURPOSE OF SELF-EXCLUSION

Self-exclusion is a responsible gambling measure designed to help User`s restrict their access to gambling services for a defined period of time or permanently.

Keeping track of how much time and money You spend playing is something we recommend all Our User`s, and You can easily do so by following Your transaction history.

DO YOU HAVE A GAMBLING PROBLEM?

Determining whether Your gambling is in the safe zone may not always be easy. However, there are a few common warning signs that You should be aware of:

Do You ever play for larger sums than You intend to?

Does Your gambling impact Your work or social life?

Have You tried to reduce the time spent gambling and failed?

Have You ever lied to or hidden gambling activity from Your family or friends?

Do You think a big win is the answer to Your problems?

COOLING OFF

If You want to take a break from gambling, We offer the option of suspending Your Member Account for the period You need, giving You some time to cool off and reflect on gambling situation. You can easily cool-off for 2 days or for 1 week by sending the request to support@fairspin.io. During a cooling-off period the Member Account will be inaccessible, gambling activity will not be permitted and the cooling-off period cannot be reversed once activated.

Please note that You can still contact Our customer support at support@fairspin.io if You have any questions after the Member Account is restricted.

SELF-EXCLUSION

If You feel like Your gambling activity has become a problem, the first thing You should do is limit Yourself from gambling. You can easily self-exclude for 1 month, 6 months, 1 year or lifetime by sending the request to support@fairspin.io. Once a self-exclusion period has been activated, it cannot be revoked, cancelled, or reduced before the explicit expiry of the selected period under any circumstances. This way, You will feel safer knowing You cannot log in and play again in a moment of weakness. You can also leverage third-party software products such as Betfilter and Gamban that block access to gambling websites from Your computer or any other device You might have. Moreover, You are always welcome to contact Us at support@fairspin.io if You need additional assistance.

Upon receiving a self-exclusion request, Your Member Account will be suspended immediately to ensure Your prompt protection. Sorta Group Limitada reserves the right to request KYC and identification documents at its sole discretion or after the restriction is applied. This may be required either to securely process the withdrawal of any remaining eligible balances or to permanently flag Your identity in the platform`s compliance database to prevent future account re-creation. Failure to provide requested KYC

documents may result in the forfeiture of remaining balances but will not delay or void the self-exclusion block.

We also recommend seeking professional help from third-party organizations that specialize in gambling-related problems.

After self-exclusion You acknowledge that:

- You shall not attempt to deposit, place wagers, or access Your Member Account which You have requested to be excluded during Your selected self-exclusion period.
- You shall not attempt or proceed to open any new or duplicate accounts during Your self-exclusion period.
- If You succeed in opening a new or duplicate account during a self-exclusion period through circumvention, fraud, or providing false data, Sorta Group Limitada will endeavor to close any and all such accounts at our earliest immediately upon detection.
- Sorta Group Limitada's responsibility is strictly limited to taking reasonable operational steps to prevent You from gambling on the Website based on Your registered information. It remains the User's paramount responsibility to refrain from breaching these agreed terms.
- A self-exclusion request is a voluntary request made by You. If You proceed to act contrary to such a request, neither Sorta Group Limitada, its employees, nor its affiliated persons shall be held accountable or liable for any losses You may suffer. Any losses incurred during Your self-exclusion period will not be refunded or compensated under any circumstances.
- If You act contrary to a self-exclusion request, Sorta Group Limitada retains absolute discretion to terminate, void, or cancel any wagers You have placed and any winnings You have gained, and to take any other appropriate compliance actions. Also, if Sorta Group Limitada has reasonable grounds or further investigation provides evidence that You have actively attempted to disguise the source of Your identity, manipulate networks, or bypass geolocation blocks to affect Our ability to restrict Your account promptly, Sorta Group Limitada retains absolute discretion to void all wagers, cancel all winnings, and confiscate any remaining balances.
- Once Your selected self-exclusion period has come to an end, Your Member Account shall remain closed and will not be automatically reopened under any circumstances. To reactivate Your Member Account, You must submit a formal written request to support@fairspin.io. Upon review and approval of Your request by Sorta Group Limitada, a mandatory seventy-two (72) hour cooling-off period shall apply before access is restored.

If, for some reason (an unclear process, technical error, or temporary unavailability prevents, etc.) You from accessing the cooling-off or self-exclusion function, please contact our support service at support@fairspin.io and they will be sure to help You.

DISPUTE RESOLUTION

Last updated: 16.07.2026

All capitalized terms not otherwise defined in this document shall have the meanings ascribed to them in the Terms of Service.

1. You may contact our customer service by email: support@fairspin.io.
2. Complaints are handled in the customer service and could be handled to other departments of the Sorta Group Limitada in cases when the customer service cannot solve the case immediately. The customer shall be reasonably informed about the state of his/her complaint.
3. A “dispute” is defined as any complaint which:
 - relates to the outcome of the customer’s gambling transaction;
 - is not resolved at the first stage of the Company’s complaints procedure.
4. Support Team will provide an initial response to Your query through the support email inbox. Should a complaint arise from the initial response, as defined above, You can submit a detailed complaint by sending a letter to support@fairspin.io.
5. In accordance with the applicable data legislation, and in order to sufficiently identify the customer submitting the complaint as the legitimate account holder, You shall include:
 - Account username;
 - Full name as registered on the account;
 - Email sent from the registered email address;;
 - Email subject line containing the word "COMPLAINT" and the brief reason;
 - A detailed summary/explanation of the complaint;
 - Specific dates and times associated with the complaint.
6. Upon receipt of the required information to process the dispute, the relevant department of the Company will revise Your case and provide You with an answer regarding the presented issue.
7. We will inform You of the final outcome of Your complaint within 10 (ten) days of receiving the complete information. In the event that the complaint is unusually complex, and provided that the nature of the investigation is such that more time is necessary to complete it, such period may be extended further by the Company, and the User shall be notified accordingly.
8. If You disagree with the final decision or resolution provided by Sorta Group Limitada, You are contractually entitled to submit Your claim to an external independent arbitration body. The officially appointed Alternative Dispute Resolution (ADR) body for Sorta Group Limitada is ADR Provider EGIS – FZCO via the official email address: disputes@egis-adr.com.
9. You acknowledge and agree that You are contracting exclusively with the Sorta Group Limitada for provision of all services available on the Website. You agree not to bring any claim or dispute to or against any third party involved in the operation of the Website, including, without limitation, suppliers of software, games, odds, payment providers, payment processors and payment agents.

GENERAL TERMS

This Dispute Resolution Policy sets out the procedures for handling User complaints and disputes in a transparent, fair, and efficient manner in accordance with the requirements of applicable laws, regulations, and licensing standards.

AML POLICY

Last updated: 16.07.2026

All capitalized terms not otherwise defined in this document shall have the meanings ascribed to them in the Terms of Service.

PURPOSE AND SCOPE

Money Laundering is the process of disguising the identity of money of illegal origin so that it appears to have originated from a legitimate source. Terrorist financing provides funds for terrorist activity. Financing of Proliferation of weapons of mass destruction is the provision of funds for the manufacture, acquisition, possession, development, export, trans-shipment, brokering, transport, transfer, stockpiling or use of nuclear, chemical or biological weapons and their means of delivery and related materials. The use of products and services by money launderers and terrorists exposes Sorta Group Limitada to significant criminal, regulatory and reputational risk.

This Policy is designed to provide direction to staff on the approach and management of Anti-Money Laundering (AML), combating of the Financing of Terrorism (CTF) and Proliferation of weapons of mass destruction (CFP) within Sorta Group Limitada. This policy supports management's objective of mitigating the following risks:

- Money laundering;
- Financing of terrorism;
- Financing of Proliferation of weapons of mass destruction;
- Sanctions;
- Politically exposed persons (PEPs);
- Legal and regulatory risk.

This Policy applies to all individuals working and/or providing services at all levels of Sorta Group Limitada, including acting as senior managers, officers, directors, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term workers, casual and agency staff, all of whom are collectively referred to as 'staff' in this document.

Senior management of Sorta Group Limitada will provide direction to, and oversight of, the AML/CTF/CFP strategy as well as apply a risk-based approach across the business.

Sorta Group Limitada has put in place Know-Your-Customer (KYC) programs as an essential element for service, risk management and control procedures.

Such programs include:

- Customer Registration/Acceptance;
- Customer Identification/Verification;
- On-going Monitoring of customers' activity;
- Risk Management;
- Reporting of Suspicious Activities to the relevant competent authorities.

Sorta Group Limitada is obliged not only to establish the identity of its customers, but also to monitor account activity to determine those transactions that do not conform with the normal or expected transactions for that customer or type of account. KYC constitutes a core feature of services' risk management and control procedures. The intensity of KYC programs beyond these essential elements is tailored to the degree of risk.

All Sorta Group Limitada customer will acknowledge, undertake and agree to the following terms regarding their use of the website, entering into trading activities with Sorta Group Limitada as a Sorta Group Limitada client:

1. The client customer will comply (throughout the time as a Sorta Group Limitada client) with all relevant statutes pertaining to money laundering, financing of terrorism and proliferation of weapons of mass destruction, and proceeds from criminal activities;
2. Sorta Group Limitada will operate under certain obligations known as "know-Your-customer" obligations which grant Sorta Group Limitada the right to implement anti money laundering, combating of the financing of terrorism and proliferation of weapons of mass destruction procedures to help detect and prevent money laundering activities where money laundering may mean to handle any funds associated with any illegal activity regardless of the location of such activity;
3. The client agrees to lend full cooperation to Sorta Group Limitada with respect to anti money laundering efforts. This involves providing information that Sorta Group Limitada requests regarding account, website usage etc. to help Sorta Group Limitada perform its duties as dictated by applicable laws, regardless of jurisdiction;
4. Sorta Group Limitada reserves the right to freeze without delay and without prior notice any funds transfer or other assets, as well as freeze an account, if there is reason to believe that completing such a transaction may result in the violation of any applicable law or is contrary to acceptable practices;
5. Sorta Group Limitada reserves the right to suspend or terminate any trading activity if there is reason to believe that services are used for activities that are deemed unlawful or fraudulent;
6. Sorta Group Limitada has the right to use client information for the investigation and/or prevention of fraudulent or otherwise illegal activities;
7. Sorta Group Limitada has the right to share client information with:
 - Investigative agencies or any authorized officers who are helping Sorta Group Limitada to comply with applicable law, including anti-money laundering laws and know-Your-customer obligations;
 - Organizations that help Sorta Group Limitada provide the services it offers to its clients;
 - Government, law enforcement agencies and courts;
 - Regulatory bodies and financial institutions.

SANCTIONS AND PEPs SCREENING

"Sanctions" means any financial or trade sanctions enforced by the United Nations Security Council, the European Union, the UK Government (including, without limitation, Her Majesty's Treasury), the US Government, (including, without limitation, the Office of Foreign Assets Control of the US Department of the Treasury or the US Department of State), or any other relevant sanctions authority.

Sorta Group Limitada will make use of an external service provider SumSub (www.sumsub.com) and KYCAID (operated by Compligate Limited) (<https://www.kycaid.com>) to screen applicants against recognized Sanctions Lists and Politically Exposed Persons (PEPs) lists. Individuals will be screened on a monthly basis as well as on initial sign up.

SANCTIONS LISTS

While establishing business relationships with customers, Sorta Group Limitada will take into account a variety of information sources, including published by:

- the Financial Action Task Force (FATF)the Caribbean Financial Action Task Force (CFATF)
- the Office of Foreign Assets Control (OFAC)
- European Union sanctions (EU)
- United Nations sanctions (UN)

Information leading to “fuzzy matches” will be investigated further, for example where the match was related to a name which can be deemed as popular, and this will be compared against the other information that is collected at point of registration. The full evaluation of the customer’s data will provide a result.

Any confirmed matches to sanctions lists will be declined or closed, and the necessary reports will be made.

SUSPICIOUS ACTIVITY REPORTING

When any member of staff either knows, suspects or has reasonable grounds for knowing or suspecting that a money laundering offence has been or is being committed they must make a suspicious activity report.

Staff are not required to actively search for indications that money laundering offences are occurring. However if they become aware of, or suspect that, such offences are occurring during the course of their normal duties then they shall make a SAR.

FAIRNESS & RNG TESTING METHODS

Last updated: 16.07.2026

All capitalized terms not otherwise defined in this document shall have the meanings ascribed to them in the Terms of Service.

Sorta Group Limitada is committed to providing a fair, transparent and trustworthy gaming environment. All games offered on the Sorta Group Limitada platform operate in accordance with recognized industry standards for fairness and integrity.

In order to ensure the integrity of the casino games, a Random Number Generator (RNG) is used where applicable to determine the random outcome of such games. This is a standard industry system which ensures consistently random results which has also been extensively tested by running and analyzing thousands of game rounds. The randomness of the RNG provides a credible and fair gaming environment.

The Theoretical Return to User (RTP) value is a theoretical calculation of the expected percentage of wagers that a specific game will return to User after a significant amount of plays (e.g. hundred of million game plays). While every single game play is unpredictable and it is possible to win a big amount or lose Your bet, the average return of a specific game in the long run will approach the Theoretical RTP value. The RTP value is calculated via either a theoretical or simulated approach with the method used depending on the game type. User`s acknowledge and understand that:

- all casino games involve an element of chance;
- no system or strategy can guarantee winnings;
- previous game outcomes do not influence future results.

Sorta Group Limitada does not manipulate game outcomes and does not interfere with RNG processes provided by game suppliers.

Gaming providers conduct compliance testing to verify elements such as Functionality, Display, Transaction, Rules, Mathematics (RNG, RTP) etc. to ensure the compliance of overall product to applicable regulatory requirements. Subsequently, Sorta Group Limitada makes testing including Integration Testing and User Acceptance testing, thus guaranteeing the game integrated into our gaming platform performs as it was expected in terms of user experience.

KYC POLICY

Last updated: 16.07.2026

All capitalized terms not otherwise defined in this document shall have the meanings ascribed to them in the Terms of Service.

Sorta Group Limitada applies Know Your Customer (KYC) procedures as part of its Anti-Money Laundering (AML), Combating the Financing of Terrorism (CTF) and Countering the Financing of Proliferation of Weapons of Mass Destruction (CFP) framework.

This KYC Policy forms an integral part of Sorta Group Limitada's compliance framework and is implemented in accordance with applicable licensing requirements under the jurisdiction of Anjouan (Union of the Comoros) and internationally recognized AML standards.

1. Know Your Client (KYC)

1.1. You are hereby notified that Sorta Group Limitada may carry out verification procedures, whether itself or through third parties. You may be requested to provide Sorta Group Limitada with documents at the deposit stage and/or the withdrawal stage (or both), where required by applicable law or regulation, where required by applicable law or regulation, where there are indications of increased risk or suspicious activity or at any other stage of the business relationship based on a risk-based approach at the sole discretion of Sorta Group Limitada, such as a copy of Your passport or other identification documentation as part of the Sorta Group Limitada KYC procedures.

1.2. Sorta Group Limitada may also request any documentation previously provided which would have later on expired or would no longer be valid for any reason, or to request any additional KYC documentation for any reason and at any time. Your Member Account may be blocked or closed if You do not provide requested information or documents or if such information or documents You provide is/are found false or misleading. Sorta Group Limitada reserves the right to close Your Member Account and withhold any funds held in Your Member Account until the Sorta Group Limitada verification process is complete. Funds may be withheld until the completion of the verification process, subject to applicable laws and regulations.

1.3. Sorta Group Limitada may request additional information and documents for the performance of Your KYC, additional verification, enhanced verification, source of funds, source of wealth, payment method verification or other compliance review, including, without limitation, Your age, identity, address and additional contact details, including Your place of residence, Your place from where You intend to access the Website, if other than Your place of residence, relevant payment information, payment method ownership, source of funds, source of wealth, transaction history, device or Member account-related information and any other documents or information requested by Sorta Group Limitada at its sole discretion, all of which must be true, accurate, complete, current and correct and provided in the format specified by Sorta Group Limitada.

1.4. We shall have the right to make a phone call to the number provided by You in course of registration of Your Member Account, which at Our own discretion may be a necessary part of the KYC procedure. Until the full verification of Your Member Account no withdrawals, payouts (cashouts) will be processed.

1.5. Sorta Group Limitada reserves the right to verify You and Your identity using the services and verification systems, links, workflows, technical solutions and procedures of third parties, including Sum&Substance (<https://sumsub.com>) and KYCAID (operated by Compligate Limited) (<https://www.kycaid.com>), or their affiliates, payment providers, fraud prevention providers, identity

verification providers and any other service providers engaged by Sorta Group Limitada from time to time. For details of how these providers process personal data, please refer to their privacy notices: SumSub (<https://sumsub.com/privacy-notice-service>) and KYCAID (<https://www.kycaid.com/privacy-policy/>).

1.6. It is Your sole responsibility to ensure that the information You provide is true, complete and correct and You hereby represent and warrant to Sorta Group Limitada that the information provided is true, complete and correct.

1.7. Sorta Group Limitada may initiate additional verification or enhanced verification at any time for AML/CFT, fraud prevention, account security, payment security, responsible gambling, regulatory, legal, operational, source of funds, source of wealth or any other compliance-related grounds at its sole discretion. Sorta Group Limitada may restrict, suspend or block Your Member Account, and freeze any funds held therein, in whole or in part before requesting documents or information, and such restriction is a protective measure to secure the verification or investigation and shall not be treated as a sanction or a breach of these T&Cs, without any liability to Sorta Group Limitada for any resulting losses, damages, or missed opportunities incurred by You.

1.8. Unless Sorta Group Limitada grants a written extension, the maximum period for You to provide requested documents and information and complete any KYC, additional verification, enhanced verification, source of funds, source of wealth, payment method verification or other compliance review is fourteen (14) calendar days from the first official request (provided that the running of this 14-day period shall be temporarily suspended while Sorta Group Limitada reviews a fully submitted document package and shall resume once the review outcome is officially communicated to You), failing which Sorta Group Limitada reserves the right to permanently close Your Member Account and confiscate all remaining funds and winnings in accordance with these T&Cs. Any such notice or request shall be deemed validly sent and legally effective at the moment it is sent to Your registered email address, made available through Your Member Account, or otherwise sent through an electronic channel designated by Sorta Group Limitada, regardless of whether You read, open, receive or acknowledge it.

1.9. Incomplete submissions, unclear documents, unreadable documents, screenshots or photographs of insufficient quality, inconsistent information, documents with signs of editing, manipulation or forgery, expired documents, documents not showing all required details, or any failure to provide the requested information shall not constitute completion of verification. The submission of any document bearing signs of editing, alteration, manipulation, or forgery shall constitute a material breach of these T&Cs, resulting in the immediate permanent closure of Your Member Account and the confiscation of all funds and winnings therein. Repeated requests, intermediate responses, resubmissions or requests to correct deficiencies shall not restart, suspend or extend the fourteen (14) calendar day period (provided that the running of this 14-day period shall be temporarily suspended while Sorta Group Limitada reviews a fully submitted document package and shall resume once the review outcome is officially communicated to You), unless Sorta Group Limitada expressly agrees to an extension in writing.

1.10. If verification is not completed within the applicable timeframe to Sorta Group Limitada's satisfaction at its sole discretion, Sorta Group Limitada may restrict, suspend, permanently block or close Your Member Account, terminate the Agreement unilaterally, refuse or cancel withdrawals, withhold freeze or confiscate funds, cancel and void bonuses and winnings, and report the matter to competent authorities where required or permitted by law.

1.11. Documents and information submitted to Sorta Group Limitada must be clear, readable, complete, valid, accurate, unaltered and consistent with other information available to Sorta Group Limitada. Sorta Group Limitada may request photographs instead of screenshots, digitally signed PDFs, live photos, selfies, real-time photos with documents, photos showing Your face, identity document and open Member

Account on screen simultaneously, and any other format or method that Sorta Group Limitada considers necessary or appropriate. Sorta Group Limitada may reject any document or information that is unclear, incomplete, inconsistent, expired, low-quality, while any submission containing suspicious, edited, altered, manipulated, or forged documents shall immediately result in the permanent closure of Your Member Account and the absolute forfeiture and confiscation of all funds and winnings and Sorta Group Limitada may do so without disclosing detailed reasons where disclosure may affect AML/CFT, fraud prevention, security or compliance review.

1.12. Standard KYC communications may be conducted through the Member Account, Website interface, email, third-party verification provider interface or any other channel designated by Sorta Group Limitada. Communications relating to additional verification, enhanced verification, account blocking, account restriction, withdrawal suspension, source of funds, source of wealth, payment method verification or compliance review shall be conducted through Your registered email address and/or any specific channel designated by Sorta Group Limitada. Customer support chat is not authorized and shall not be used to review, resolve or provide explanations regarding account blocking, additional verification, enhanced verification or compliance restrictions.

This Policy may be updated periodically to reflect regulatory or operational changes.

PRIVACY & MANAGEMENT OF PERSONAL DATA

Last updated: 16.07.2026

All capitalized terms not otherwise defined in this document shall have the meanings ascribed to them in the Terms of Service.

1. GENERAL INFORMATION

1.1. Sorta Group Limitada, acting as a data controller, respects Your privacy and is committed to protecting Your personal data. We collect only such personal data as is really necessary for the provision and operation of Our services and implement appropriate technical and organizational measures to ensure a high level of data security.

1.2. When You choose to open a Member Account You will be required to provide Us with certain personal information. This information may include Your full name, e-mail address, a chosen password, username, age, valid mobile phone number.

1.3. Sorta Group Limitada may at its sole discretion request You to provide additional information including, without limitation, residence address, country of residence, place of access, contact details, payment information, source of funds, source of wealth, payment method ownership, device or Member account-related information, and/or documents, including, without limitation, ID, passport, driver's license, proof of address, bank statements, payment method evidence, source of funds documents, source of wealth documents, photographs, selfies, live photos, screenshots, digitally signed PDFs or any other documents requested by Sorta Group Limitada. This is required for the 'Know Your Customer (KYC) process as imposed by AML/CFT compliance laws, regulations, fraud prevention, account security, payment security, responsible gambling, multi-accounting detection, bonus abuse prevention and other compliance purposes.

1.4. Sorta Group Limitada will use Your personal data and information to give You access to the Games, for (i) to grant and manage access to the Games and services, (ii) to process deposits, withdrawals and other monetary transactions to Your Member Account and (iii) to communicate operational, transactional and promotional information related to Our services.

1.5. When processing payments in fiat currency, You may be required to provide personal payment details such as a credit or debit card information. Such payment details may be stored in the PCI-certified environment of Our payment service provider and will never be available to the Sorta Group Limitada staff. Your personal details such as name and address may also be provided to the payment provider. For security purpose, You may be required to verify Your registered mobile phone number when making a credit card deposit.

1.6. Following the creation of a Member Account, Your personal data may be further processed for anti-money laundering purposes. Sorta Group Limitada does not make any automated decisions based solely on automated processing of personal data where such decisions produce legal effects concerning You.

1.7. This Privacy Policy constitutes an integral part of Terms and Conditions. All terms used in this Privacy Policy shall have the same meaning ascribed to them in the Terms and Conditions unless expressly stated otherwise.

2. DATA PROTECTION LAWS AND REGULATIONS

2.1. For the purposes of applicable data protection legislation, including Regulation (EU) 2016/679 (the GDPR), Sorta Group Limitada acts as a data controller in respect of the personal data processed in

connection with the User's use of the Website and services. Sorta Group Limitada processes personal data on the following legal bases, as applicable:

- (i) - the performance of a contract, where the User is a party;
- (ii) compliance with legal and regulatory obligations including anti-money laundering and responsible gaming requirements;
- (iii) legitimate business interests provided that such interests are not overridden by the User's fundamental rights and freedoms;
- (iv) the User's explicit consent where required by applicable law (including for certain marketing communications).

2.2. Sorta Group Limitada processes personal data collected via its Websites for the following purposes of:

- Setting up, administering and managing Your Member Account;
- Building up Your personal profiles – verifying the User's identity and complying with applicable AML/CFT obligations;
- Providing You with information about Sorta Group Limitada promotional offers;
- Sending marketing communications only where the User has provided valid consent or where otherwise permitted by law; and
- Complying with all regulatory requirements, in particular those relating to the identification of individuals under money laundering legislation.

2.3. The User has the right to object at any time, to the processing of personal data, legitimate interests, unless Sorta Group Limitada demonstrates compelling legitimate grounds which override the interests, rights and freedoms of the User, or where the processing is required for the establishment, exercise or defense of legal claims.

2.4. Access to personal data is restricted to the authorized employees and agents of Sorta Group Limitada and/or its agents in accordance with their roles and responsibilities in managing the above uses in accordance with the applicable Data Protection Act.

2.5. To verify Your identity, Sorta Group Limitada uses external identity-verification providers, including Sumsb. Where such verification is performed, the following applies:

"Personally identifiable information (PII), including biometric information, will be processed for the purposes of identity verification by Sorta Group Limitada. Sorta Group Limitada uses Sumsb, through which Sorta Group Limitada collects and processes PII and biometric information. Please refer to the Sumsb Privacy Notice (<https://sumsub.com/privacy-notice-service>) for details about the identity and contact details of Sumsb.

Categories of biometric data

My biometric information, to the processing of which by Sorta Group Limitada and by Sumsb I hereby agree and express my voluntary, unequivocal and informed consent, includes facial features or facial scans.

I hereby acknowledge and agree that facial images of myself are processed to confirm the liveness of my face and/or to confirm that a given identity document is presented by me, its legitimate owner.

Purposes of processing of biometric data

I hereby acknowledge and agree that processing shall be done for the purposes of Sorta Group Limitada and may include matters of compliance with applicable AML/CFT, anti-fraud laws and regulations, age restrictions acts and/or other laws and regulations and/or Sorta Group Limitada customer due diligence procedures in accordance with the laws governing the intended business relationship.

The processing of biometric data will also be carried out for other compatible purposes of Sumsb acting as a separate business including service development, fraud and criminal activity prevention, as well as 'litigation hold' and statutory obligations of Sumsb (for details please see the Privacy Notice available here: <https://sumsub.com/privacy-notice-service/>).

How will the biometric data be processed

I hereby acknowledge and agree that Sorta Group Limitada and Sumsb shall process my biometric information by means of automated reading, verification of the authenticity and other automated processing as stated in the Privacy Notice available at <https://sumsub.com/privacy-notice-service/>, which includes the processing of facial scan while passing liveness, video-selfie or video identification process, biometric authorisation, face comparison from the photo of an identity document and the facial image, searching of multiple identity creation, work and development of fraud control network to detect and prevent fraud and criminal activity.

The PII including biometric data may be disclosed to entities associated with Sumsb to achieve the purpose of the processing under this Consent. Sumsb stores biometric information in AWS Amazon or Google Cloud (depending on the requirements of Sorta Group Limitada on the place of data storage).

Retention of biometric data

I hereby represent that I have been informed that my PII will be retained and stored by Sorta Group Limitada and Sumsb and will be permanently destroyed based on Sorta Group Limitada's instructions when Sorta Group Limitada's initial purpose and/or retention period prescribed by applicable law expires.

I hereby represent that I have carefully read all of the above provisions and do voluntarily and unequivocally agree with them."

Where identity verification is carried out through another identity-verification provider engaged by Sorta Group Limitada instead of or in addition to Sumsb, the same categories of biometric data are processed for the same purposes described above.

2.6. Personal data may be shared with: regulated identity-verification and KYC/AML providers (which may also process certain data as independent controllers for their own fraud-prevention and service-improvement purposes); payment service providers and processors; cloud hosting providers (including AWS and Google Cloud); and competent authorities where required by law.

2.7. Identity verification, fraud prevention and AML/CFT screening involve automated processing and profiling, including risk scoring and automated checks that may result in an application being declined or Your Member Account being restricted or blocked where discrepancies, sanctions or PEP matches, or fraud indicators are detected. You may contact Us at fairspin.io to request human review of a decision that produces a significant effect for You, except where providing such review or information would conflict with Sorta Group Limitada's legal or AML/CFT obligations.

3. CONFIDENTIALITY OF INFORMATION

3.1. Sorta Group Limitada shall treat all personal data relating to Users as confidential and shall implement appropriate technical and organizational measures to protect such data against unauthorized access, loss, misuse or alteration.

3.2. The User is responsible for maintaining the confidentiality of login credentials associated with the Member Account. Sorta Group Limitada shall not be liable for unauthorized access resulting from the User's failure to keep such credentials confidential.

4. CONFIDENTIALITY LIMITS

4.1. Legally Required Disclosures. Due to the existing legal, regulatory and security environment, Sorta Group Limitada may be required, under certain circumstances, to disclose personally identifiable data about Our Users. Sorta Group Limitada will use its best reasonable efforts to limit such disclosure to the following: where Sorta Group Limitada believes in good faith that it is required to do so in response to a subpoena, warrant or other legal process; or where reasonably necessary to identify, contact or bring legal action against persons or entities to preserve and/or enforce the Sorta Group Limitada's rights. Further, We can, and You authorize Us to, disclose Your User identification, name, street address, city, state, zip code, country, phone number, e-mail, etc. to third party agents of Sorta Group Limitada as We, in Our sole discretion, believe necessary or appropriate in connection with an investigation of fraud, intellectual property infringement, piracy or other unlawful activity or activity that may expose Us to legal liability.

4.2. Customer service representatives and other representatives of Sorta Group Limitada may access to the above-mentioned data in order to provide quality customer service and to administer Our business activities.

4.3. Where personal data is shared with third-party processors, such processing shall be governed by written agreements ensuring compliance with applicable data protection legislation and limiting processing to the purposes specified by Sorta Group Limitada.

5. GLOBAL OPERATIONS AND DATA TRANSFERS

5.1. Sorta Group Limitada operates internationally and may transfer personal data to trusted third parties within the European Economic Area (EEA) for the purposes described in this Privacy Policy.

5.2. If we transfer data to trusted third parties outside the EEA, Sorta Group Limitada ensures we will rely on multiple legal bases to lawfully transfer personal data around the world.

6. RETENTION OF DATA

6.1. Sorta Group Limitada retains personal data only for as long as necessary for the purposes for which such data was collected, including for the fulfilment of contractual obligations, compliance with legal and regulatory requirements (including AML/CFT and responsible gaming obligations), the establishment, exercise or defense of legal claims, and Sorta Group Limitada's legitimate business interests.

6.2. Certain categories of data (including identity documents, transactional history, AML/CFT records and responsible gaming records) are retained for the statutory periods required by applicable law and regulations, which may extend up to ten (10) years following the closure of the Member Account or completion of the relevant transaction.

6.3. Where personal data is no longer required, Sorta Group Limitada will securely delete or anonymise such data in accordance with its internal retention policies and applicable legislation.

7. COOKIES

7.1. The Website uses cookies and similar technologies to ensure its proper functioning, enhance User experience, analyze website traffic, and support security features. Cookies are small text files stored on the User's device when accessing the Website.

7.2. Upon accessing the Website, the User may be presented with a cookie consent banner allowing the User to accept or manage cookie preferences where required by applicable law. Certain essential cookies are necessary for the Website to operate and cannot be disabled.

7.3. Users may manage or delete cookies through their browser settings. Additional information regarding the types and purposes of cookies used by Sorta Group Limitada is provided in the Cookie Policy available on the Website.

7.4. Please contact our support team: support@fairspin.io, if You require any further information about the use of cookies.

8. CONSENT TO PRIVACY POLICY

8.1. By creating and using a Member Account with Sorta Group Limitada, the User acknowledges having read and understood this Privacy Policy. Where consent is required for specific processing activities, such consent will be requested separately and may be withdrawn at any time.

8.2. Sorta Group Limitada may update this Privacy Policy periodically to reflect changes in legal, technical or operational requirements. Users will be notified of material changes where required by law. Continued use of the Website following such updates shall constitute acceptance of the revised Privacy Policy.

9. USER'S REQUESTS

9.1. In accordance with applicable data protection legislation, Users have the following rights in relation to their personal data:

- the right of access;
- the right to rectification;
- the right to erasure ("right to be forgotten");
- the right to restriction of processing;
- the right to data portability;
- the right to object to processing, including processing based on legitimate interests and direct marketing;
- the right to withdraw consent at any time, where processing is based on consent;
- the right to lodge a complaint with a supervisory authority.

9.2. Requests to exercise these rights may be submitted in writing to support@fairspin.io. Sorta Group Limitada may take reasonable steps to verify the User's identity before responding to such requests.

9.3. Sorta Group Limitada will respond to data subject requests within the timeframes required under applicable law. No fee will be charged for handling such requests, unless the request is manifestly unfounded or excessive.

9.4. Any concerns of Our handling of Your data must be addressed directly with our assigned Data Protection Officer (DPO) available by email - support@fairspin.io.