## Terms and Conditions for the Usage and, Access to www.Solpengu.com

These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and Solpengu (a product of Hoecherl Teich Digital Solutions Ltd. that is the "Company," "we," "us," or "our") concerning your access to and use of the Access/game and related services provided on the website <a href="www.Solpengu.com">www.Solpengu.com</a>, mobile and every other software belonging to or licensed to the "Company" as may be specified from time to time, and the related enabling internet, URLs, mobile or other software (hereafter referred to as the "Website").

Please read these Terms carefully before using the Website or accessing any Access/game. By accessing or using any part of the Website, you agree to be bound by these Terms. If you do not agree to all the Terms, you may not access or use the Access/game.

Solpengu is governed by the laws of Anjouan, Union of the Comoros. Usage of VPN or similar tools to bypass jurisdictional restrictions is strictly forbidden.

#### 1. Acceptance of Terms

By registering for, accessing, browsing, or otherwise using the Website and its Access/game, you confirm that you have read, understood, and agree to be bound by these Terms and any additional terms and policies referenced here. These terms do not establish any partnership. Nothing in these terms shall be interpreted as creating any agency, partnership, or any other form of joint venture between the Company and the player.

If you do not accept these Terms in their entirety, do not use the Website or any Access/game provided. The Company reserves the right to assign or otherwise lawfully transfer this agreement and all of its rights and obligations arising from this agreement to a third party. In case of transfer of the agreement, the Company will notify all players concerned by the transfer.

The player is prohibited from transferring or selling their accounts to another person. Any delay in enforcing this contract shall not be construed as a waiver of the Company's rights to enforce

## 2. Eligibility

- You must be at least 18 years of age to use the Access/game. By accessing or using the Access/game, you represent and warrant that you meet these eligibility requirements.
- You confirm that you are not a resident of or citizen of the USA, Netherlands, France, United Kingdom, Australia, Austria, Germany, Spain, Dutch West Indies, Aruba, Bonaire, Saba, Statia, Dutch St Martin, as well as any sanctioned or blacklisted country (such as Russia, Belarus, Iran, Syria, North Korea).

- The Company cannot verify the legality of the Service in each jurisdiction, and it is your responsibility to ensure that your use of the Service is lawful.
- It is not the intention of the Company to offer services that contravene the applicable laws of
  your jurisdiction in any way. Should you choose to use our Services in violation of
  any applicable local, national, federal, provincial, state, or other laws, we disclaim liability for
  any resulting consequences.

The Website and its Access/game are intended for personal, non-commercial use only.

Commercial use is prohibited unless expressly authorized in writing by Solpengu. • By accessing the Website, you agree:

- not to use the Website or the Content in contravention of any regulation or legislation;
- not to do anything that may damage, interfere with or impair the functionality, availability or quality of the Website or the Content; not to use any automated means, such as robots, spiders, or crawlers, to access, monitor, or collect data from the Website or the Content, or to circumvent any security or access control measures on the Website or the Content; not to use the Website for any competitive or fraudulent purposes or to solicit, advertise or sell any goods or services to other users of the Website or to benefit commercially from the Content.
   That you are responsible for any material you send or upload to the Website and that such material is legal, is not offensive, and does not infringe our rights, or those of third parties.

#### 3. User Accounts

- To access certain features or the Access/game, you may be required to create an account. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.
- You agree to provide accurate, current, and complete information during the registration process, and to update such information to keep it accurate and complete.
- Everyone or household is limited to one account per device, IP address, or physical address.
  Users are responsible for maintaining the confidentiality of their credentials and for all
  activities under their account. Accurate, current, and complete information must be provided
  during registration, and users must update their information as necessary to keep it accurate
  and complete.
- Self-excluded users cannot create a new account, and we reserve the right to close any such account.
- Solpengu reserves the right to suspend or terminate your account at any time for any reason, including but not limited to a violation of these Terms.

## 4. User Conduct and Website Usage

Users must not use the Website or its Content in violation of any laws or regulations, at any jurisdictional level. Any actions that may damage, interfere with, or impair the Website's

functionality, availability, or quality are strictly prohibited. The use of automated tools—such as robots, spiders, or crawlers—to access, monitor, or collect data from the Website or to bypass security or access controls is not allowed.

The Website and its Access/game are for personal, non-commercial use only, and any commercial exploitation—including soliciting, advertising, selling goods or services, or deriving commercial benefit from the Content—requires explicit written authorization from Solpengu. Users agree not to use the Website for fraudulent or competitive purposes.

Each user is responsible for any material they send or upload to the Website. All uploaded material must be legal, non-offensive, and must not infringe upon the rights of Solpengu or any third party.

### 5. License and User Obligations

- The agreement between the Company and the player shall be governed by the law in force in the state of Anjouan in the Union of Comoros.
- Solpengu grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Access/game for your personal, non-commercial enjoyment, subject to these Terms.
   You agree not to:
  - Copy, reproduce, distribute, or create derivative works based on any part of the
     Access/game or Website without prior written consent from Solpengu; 
     Reverse
     engineer, decompile, or disassemble any aspects of the Access/game; 
     Use any
     automated means, including bots, scrapers, or spiders, to access or interact with the
     Access/game;
  - Exploit bugs, cheats, or vulnerabilities to gain an unfair advantage or disrupt the experience for others;
  - Attempt to circumvent any security or technical measures implemented by Solpengu;
     Engage in any activity that could damage, disable, or impair the Website,

Access/game, servers, or networks; o Harass, abuse, threaten, or harm other users or Solpengu staff; o Post or transmit any content that is illegal, offensive, obscene, or otherwise objectionable;

- Otherwise, use the Access/game in a manner inconsistent with their intended purpose or these Terms.
- The Company and its licensors are the sole holders of all rights in and to the Service and
  code, structure, and organization, including copyright, trademark, intellectual property, and
  other rights. You may not, within the limits prescribed by applicable laws: copy, distribute,
  publish, reverse engineer, decompile, disassemble, modify, or translate the website or use a
  service in a manner prohibited by applicable laws or regulations.
- The Company reserves all rights implied or otherwise, which are not expressly granted to you hereunder, and retains all rights, title, and interest in and to the Service.
- You agree that you will be solely liable for any damage, costs, or expenses arising out of or in connection with the commission by you of any unauthorized use. You shall notify the Company immediately upon becoming aware of the commission by any person of any unauthorized use.

- The term Solpengu, its domain names, and other trademarks, designs, etc., used by the Company as part of the Service are solely owned by the Company. In addition, all content on the website, including, but not limited to, the images, graphics, animations, videos, music, audio, and text, belongs to the Company and is protected by copyright and/or other intellectual property or other rights. Except for copyright belonging to third parties, and unless otherwise stated, copyright in the pages of this website and all other material available through it belongs to the Company.
  - Any other reproduction, transmission, or storing of all or part of this website and the materials available through it, in any medium, without the written permission of the Company is prohibited.
- We only permit electronic links to pages of this website from which the Company can be
  accessed. You may not provide an electronic link to any other page of this website, or any
  other documents hosted on this website, without our consent. We reserve the right to
  request that you remove an electronic link to this website at any time, and you agree to
  remove such a link immediately.

#### 6. Intellectual Property

- All rights, title, and interest in and to the Access/game, Website, trademarks, logos, graphics, code, design, and other intellectual property are owned by or licensed to Solpengu and are protected by applicable copyright and intellectual property laws.
- Nothing in these terms of use or the Company gives you any right, title, or interest in the Content or the Website
- You acknowledge that you have no ownership rights in any of the Access/game or related content except as expressly granted in these Terms.
- Any unauthorized use of the Access/game or Website may violate copyright, trademark, and other laws and will result in termination of your license and possible legal action.

#### 7. User Content

- When and if available, you may be able to create, submit, or share content ("User Content") such as usernames, avatars, chat messages, or other materials within the Access/game or Website.
- By submitting User Content, you grant Solpengu a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, sub-licensable license to use, reproduce, modify, adapt, publish, translate, distribute, and display such content to operate and promote the Access/game and Website.
- For you to be able to use Services on the Website, you must first personally register an account with us.
- As part of the registration process, you will have to provide your valid e-mail and choose a
  username and password for your login to the Website. You must enter all mandatory
  information requested into the registration form. It is your sole responsibility to ensure that
  the information you provide is true, complete and correct. You will have to choose a
  username that is not disruptive or offensive.

- It is your sole responsibility to ensure that your login details are kept securely. You must not disclose your login details to anyone. We are not liable or responsible for any abuse or misuse of your account by third parties due to your disclosure, whether intentional, accidental, active, or passive, of your login details to any third party. You are not allowed to carry out any activities related to the abuse of Solpengu's systems.
- You are allowed to have only one Solpengu account. If you attempt to open more than one account, all your accounts may be blocked, suspended, or closed, and any crypto amount credited to your account/s will be frozen.
- If you notice that you have more than one registered Account, you must notify us immediately. Failure to do so may lead to your account being blocked.
- You will inform us as soon as you become aware of any errors concerning your account or any calculations for any bet you have placed. We reserve the right to declare null and void any bets that are subject to such an error.
- You are solely responsible for your User Content and represent that it does not infringe upon the rights, including privacy, intellectual property, or proprietary rights, of any third party.
- You are solely responsible for the use of any software, hardware, or any other technical solution that bypasses restrictions on gambling websites in the state of your residence, location.
- The source/s of any funds you deposit into your Account are legitimate, and these funds are not illegally or unlawfully received.
- You shall not be involved in any fraudulent, collusive, fixing or other unlawful activity relating to your or third parties' participation in any of the Access/game and shall not utilize any technical solutions that may have an impact on the results of your participation in the Game.
- You are solely responsible for reporting and accounting of any taxes applicable to you under relevant laws for any winnings that you receive from Solpengu.
- You will not participate in a game of chance if the balance on your player account is insufficient to cover the wager.
- You are not an employee or a key person of or a person engaged for the provision of services by the Company.
- Solpengu reserves the right to review, monitor, edit, or remove any User Content at its discretion, without notice.

#### 8. Virtual Currencies and Goods

- Some Access/game may offer virtual currencies, items, or goods for purchase or as ingame rewards. These have no real-world monetary value and cannot be redeemed for cash, goods, or services outside the Website.
- All purchases are final and non-refundable unless required by applicable law or at Solpengu's sole discretion.
- Solpengu may modify, suspend, or discontinue virtual currencies or items at any time without notice or liability.

9. Privacy and Data Protection

- Your privacy is important to us. Please refer to our Privacy Policy, available on the Website, for information about how we collect, use, and protect your data.
- Your personal information will be retained following the requirements of applicable data
  protection laws and the purpose for which the information is collected and used, taking into
  account legal and regulatory requirements regarding the minimum retention period, AML
  regulations, limitation periods for legal claims, best practices, and business needs. By using
  the Website and Access/game, you consent to the collection and use of information as
  described in the Privacy Policy.
- Our Privacy Policy governs:
  - the responsible processing of personal information (including consumer and stakeholder information);
  - where appropriate, agreements that may need to be concluded between the company and third parties promoting, and to the extent possible ensuring, that personal information (including consumer and stakeholders' information) is processed in compliance with all legal and regulatory obligations.

#### 10. Disclaimers and Limitation of Liability

- The Access/game and Website are provided "as is" and "as available," without warranties of any kind, express or implied, including but not limited to merchantability, fitness for a particular purpose, non-infringement, or availability.
- Solpengu does not guarantee that the Access/game will be error-free, uninterrupted, secure, or free of viruses or other harmful components.
- To the maximum extent permitted by law, Solpengu is not liable for any indirect, incidental, consequential, special, or punitive damages, or loss of profits, data, or goodwill arising out of or relating to your use of the Website or Access/game.
- Your sole remedy for dissatisfaction with the Website or Access/game is to stop using them.
- We may collect personal information from you during our business, including through your
  use of our Website, when you contact or request information from us, when you engage our
  legal or other services, or because of your relationship with one or more of our staff and
  clients
- We may use social media platforms such as Facebook, LinkedIn, and X (formerly Twitter). If you use these services, you should review their privacy policies to learn more about how they handle your personal information.
- To assist players in keeping within their limits, we always suggest that gamblers who enter the Website always check for the following guidelines and tools:
  - o Game session timers o Deposit Limits can be set at the beginning of play.
  - Set limits and provide tools to prevent underage gambling 
     Offer a self-exclusion option 
     Contact the 24/7 support team to discuss concerns or queries about your problem.

#### 11. Cookies Policy

By using our website, you consent to the use of cookies following this policy. We use cookies for several reasons, including:

- Essential Cookies: Necessary for the website to function and cannot be switched off in our systems.
- Performance and Analytics Cookies: Allow us to count visits and traffic sources, helping us measure and improve the performance of our site.
- Functionality Cookies: Enable the website to provide enhanced functionality and personalization.
- Advertising and Targeting Cookies: May be set through our site by our advertising partners to build a profile of your interests and show you relevant ads.

You have the right to decide whether to accept or reject cookies. You can exercise your cookie preferences by adjusting the settings in your web browser.

Depending on your location, you may have additional rights with respect to your personal information and how cookies are used. You may have the right to access, correct, delete, or restrict the processing of your personal data. To exercise these rights, please contact us using the information provided below.

#### 12. VPN and Similar Tools

The use of VPNs or similar anonymizing tools to bypass jurisdictional restrictions is a complex issue rooted in legal, ethical, and technological considerations. These tools do not form part of the Company's services, privacy, or security. Misuse to circumvent regional controls is strictly forbidden by law, our organizational policy, and our agreements in every context.

We undertake, irrevocably, to act responsibly and keep to the applicable regulations, terms of service, and ethical standards. We adhere to the digital boundaries, both fluid and enforceable, and respecting these boundaries is crucial for the Company's security, professional integrity, and the ongoing health of the global digital ecosystem.

#### 13. Indemnification and Liability

You agree to indemnify, defend, and hold harmless Solpengu, its affiliates, officers, employees, agents, licensors, and partners from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to your use or misuse of the Website or Access/game, violation of these Terms, or infringement by you or any third party using your account.

By utilizing our Services, you acknowledge and agree that you understand the inherent risk of losing money associated with engaging in such activities.

You confirm that you are fully aware of this risk. Furthermore, you accept full responsibility for any losses you may incur while interacting with our Services.

As online gambling has grown over the last few years, online gambling sites for casino, sports, lottery, and other access/game have become easily accessible at the touch of a button. Anytime and anywhere. This makes it harder for players to set boundaries.

Solpengu warrants that all outcomes determined by random selection shall be generated
using an independently certified Random Number Generator (RNG) that meets or exceeds
the fairness requirements set forth by the Regulatory Body. The results produced by the RNG
will be subject to regular audits, and the results will be made available upon request.
 Solpengu will maintain all reasonable security measures to

- prevent tampering or manipulation of the RNG system. In the event of a substantiated breach or malfunction affecting the fairness of outcomes, we will immediately undertake remediation, notify affected parties, and cooperate fully with regulatory authorities.
- Our Access/game are designed to offer maximized entertainment services that are made for pure enjoyment. However, we wish for our gamblers to play within their means.
- The Website and the Content are provided on an "as is" and "as available" basis, and we make no representations, warranties, or guarantees, whether express or implied, regarding the Website or the Content, or their accuracy, completeness, timeliness, suitability, availability, or reliability, or their fitness for any particular purpose or use.
- We do not accept any responsibility for any loss which may arise from your use of the Website or for any reliance on Content published on the Website.
- We are not responsible or liable for any matter relating to you or any third parties accessing or using the Website and/or the Content.
- We do not endorse, nor are we responsible for, the content of websites operated by others that link to the Website or that are accessible from it.
- The Company, its affiliates, and their licensors shall not be liable to you or any third party under contract, tort, negligence, or other legal theory for any loss or damage arising from or related to your, or any third party's, use or access of the Web-Site or the Services. This includes, without limitation, damages for lost profits, lost business, business interruptions, loss of business information, or other financial or consequential losses—even if we have been notified of the possibility of such damages.
- The Company, its affiliates, and licensors shall not be liable in contract, tort, or otherwise, for any loss or damage whatsoever arising from or in any way connected with your use of any link contained on the Site, nor are they responsible for the content contained on any Internet site linked to from the Site.
- If we are held liable for any event under these terms, our total aggregate liability to you under or in connection with these terms shall not exceed (a) the value of the bets and or wagers you placed via your account in respect of the relevant bet/wager or product that gave rise to the relevant liability, or (b) €500 in aggregate, whichever is lower.
- You confirm that the Company shall not be liable to you or any third party for any modification to, suspension of or discontinuance of the Site or the Services.
- You understand and acknowledge that, if there is a malfunction in Access/game or its
  interoperability, any bets made during such malfunctioning shall be void. Funds obtained
  from a malfunctioning of Access/game shall be considered void, as well as any subsequent
  game rounds with said funds.
- We reserve the right to declare a wager void, partially or in full, if we deem it obvious that there was an error, mistake, misprint, or technical error on the pay-table, odds, or software. We shall not be liable to you whatsoever for any unrealised winnings as a result of voiding a wager in this scenario. Refunds are given solely at the discretion of our management.
- Any failure or delay in performance by us in respect of its obligations of service shall not be
  deemed a breach of its obligations to you as customer if such failure or delay is deemed to be
  caused by force majeure, which shall include but not be limited to flood, fire, earthquake, or
  any other element of nature, act of war, riots or terrorist attack, public utility electrical
  failure, lockouts and strikes, delays or disruptions of the Internet and telecommunications

- networks caused by human or nature factor, or any other such event beyond the reasonable control of a Company.
- We will not accept any liability for any consequences arising out of any such force majeure
  events.

#### 14. Responsible Gambling Tools

Our principles guiding responsible gambling include:

- Protecting vulnerable players
- Providing clear information about risks and odds
- Offering tools for self-regulation and control
- Promoting help and support for those in need Ensuring fair and transparent gaming

environments These tools can be categorized broadly as follows:

**Self-Assessment Tools**: Self-assessment tools help players reflect on their gambling behavior and identify potential risks. Often presented as quizzes or surveys, these tools ask questions about frequency, amount spent, emotional state, and the impact of gambling on life. Upon completion, the system provides feedback and suggests resources or actions based on the results.

**Deposit, Loss, and Wager Limits**: Setting financial limits is one of the most widely adopted responsible gambling tools. Players may pre-set the maximum amount they can deposit, lose, or wager within a specified period (daily, weekly, or monthly). These limits cannot be increased immediately—changes often require a cooling-off period.

**Time Limits and Reality Checks**: Time-tracking features remind players of how long they have been gambling. A "reality check" is a pop-up message that periodically notifies users of their session duration, amount staked, or winnings/losses.

**Self-Exclusion Programs**: Self-exclusion allows players to voluntarily ban themselves from gambling platforms for a set period or permanently. This is a powerful tool for those who recognize they need a break or help to stop gambling.

**Account Activity Statements**: Operators provide detailed statements summarizing a player's gambling history, including deposits, withdrawals, wins, losses, and time spent playing. These statements increase transparency and help individuals monitor their habits.

**Access to Support Resources**: Reputable operators feature direct links to gambling support organizations, helplines, and educational content. Some platforms offer in-house counseling or referrals to specialized help.

**Parental Controls and Age Verification**: To protect minors, gambling platforms implement strict age verification procedures and offer parental control features. These restrict access to gambling content for underage users.

**Game Design and Information Transparency**: Access/game can be designed with built-in features such as clear information about odds, payout percentages, and explanations of rules. Some access/game limit stakes or session lengths to curb risky play.

**Staff Training and Intervention Protocols**: Land-based gambling venues, such as casinos and betting shops, often train staff to recognize signs of problem gambling and engage with patrons who may be at risk. Staff can offer information, suggest breaks, or refer guests to support services.

#### 15. Modification of Terms

Solpengu reserves the right to modify, amend, or update these Terms at any time, at its sole discretion. Changes will be effective immediately upon posting to the Website. Your continued use of the Website or Access/game after any such changes constitutes your acceptance of the new Terms. It is your responsibility to review these Terms on a regular basis. Users will be notified via email or insite prompt.

#### 16. Suspension, Termination, and Closing Account

- Solpengu may suspend or terminate your access to the Website or Access/game at any time, with or without notice, for any reason, including, but not limited to, violation of these Terms or suspected fraudulent, abusive, or illegal activity.
- Upon termination, your right to use the Website and Access/game will immediately cease, and you may lose access to any associated account, User Content, or virtual goods.
- You may close your account by contacting the customer support department via email support@Solpengu.com or by creating a customer support ticket on the site. All funds placed in your account are subject to the deduction of relevant withdrawal charges. The repayment will be made on the same crypto wallet or bank account from which the funds were deposited.
- Solpengu.com reserves the right to close your account and to refund to you the Account balance", with deduction of relevant withdrawal charges, at Solpengu's absolute discretion and without any obligation to state a reason or give prior notice.
- The Company reserves the right to ask for proof of age from the player and limit access to the Website or suspend the account of those players who fail to meet this requirement.
- An abandoned (dormant) account is one that a player has not logged into or out of for six (06) consecutive months.
- The following practices and activities are prohibited on the Website and constitute a violation
  of these Terms and Conditions: 
   o providing incorrect or incomplete information or
  documents about him within

KYC procedure; using stolen identity or payment information;  $\circ$  non-providing of reasonable explanations regarding suspicious activity on the

Website; o using the products and services offered on the Website inappropriately or fraudulently; participating in criminal activity, including money laundering and any other activities implying criminal liability. This includes, among

others, use of illegal fund to play on the Website, colluding with other players, and using any

system designed specifically to forecast game results, make bets, and perform any other activities that may affect game results or which distorts normal gameplay and gives the player an unfair advantage and does not leave place for chance. O performing any actions that may adversely affect the Website operation, including hacking or otherwise tampering, flooding information, spamming, using the Website for a purpose other than entertainment, selling or transferring accounts to other persons, making any transactions between accounts and making profits from situations where the Website's software suffers errors or bugs.

- o violating any other regulation contained in AML rules or any other policies applicable to the Website, the rules of the game, and specific rules as applicable from time to time. Any such decision is within the sole discretion of the Company and does not require any justification towards the player and may not be contested; making or attempting to make any actions which are reasonably deemed to be illegal in any applicable jurisdiction.
- In case of any mentioned or other violation that is reasonably suspected or revealed by the Company, it reserves the right at its sole discretion to cancel any bets as well as winnings, block/close account, exclude a player from participating in access/game, retain payments, and report the player to the authorities.
- We will seek criminal and contractual sanctions against any Customer involved in fraud, dishonesty or criminal acts. We will withhold payment to any Customer where any of these are suspected. The Customer shall indemnify and shall be liable to pay to us on demand all costs, charges or losses sustained or incurred by us (including any direct, indirect or consequential losses, loss of profit, loss of business and loss of reputation) arising directly or indirectly from the Customer's fraud, dishonesty or criminal act.
- In the event we suspect you are in breach of the provisions of this Clause or are attempting to rely on them for a fraudulent purpose, we reserve the right to take any action necessary to investigate the matter, including informing the relevant law enforcement agencies.

#### 17. Governing Law and Jurisdiction

These Terms shall be governed by and construed under the laws of the jurisdiction in which Solpengu is incorporated. Any disputes arising out of or relating to these Terms, the Website, or the Access/game shall be resolved exclusively in the competent courts of that jurisdiction.

Upon account registration, you undertake, declare, and warrant that:

- You are not a resident of any sanctioned or blacklisted country or restricted jurisdiction or any jurisdiction where gambling is illegal. It is your responsibility to ensure that the use of the Service is lawful in your country.
- You are solely responsible for the use of any software, hardware, or any other technical solution that bypasses restrictions on gambling websites in the state of your residence, location. You shall provide true and correct information and keep it updated at all times.

- You are not a Politically Exposed Person (PEP), Head of International Organization or PEP/HIO Related Person (as defined below) and undertake to promptly inform us of any changes to your status in this regard.
- You acknowledge that you are solely responsible for complying, and warrant that you
  currently comply and will continue to comply, with all relevant local, national, federal,
  provincial, or other laws that may impact your ability to access and utilize the Services.
- Your ability to access and utilize our Website and Services does not imply, and should not be
  construed as implying, that such usage or access is legally permissible in your jurisdiction or
  territory of residence. We expressly declare that we do not provide any assurances regarding
  the legality of the Services and/or your engagement with them.
- We reserve the right, at our sole discretion, to restrict access to the Website and Services for individuals located in certain territories or jurisdictions.
- We employ all reasonable efforts to implement technological measures to prevent individuals located in Restricted Territories from accessing the Website and Services.
- You acknowledge and agree that we shall not be liable for any losses incurred by you if you
  attempt to access the Website and Services from within a Restricted Territory. This includes
  any attempts to circumvent our technological controls or solutions designed to prevent or
  limit such access.
- Funds deposited into an account by individuals located in a Restricted Territory, whether on a permanent or temporary basis, will be deemed forfeited and will not be refunded.

#### 18. Deposits, withdrawals, and gaming activities

You may participate in our Access/game only if you have sufficient funds in your account. For that purpose, you shall use the payment methods available on the Website to deposit your funds.

- We will not give you any credit whatsoever for participation in any Access/game. You will be able to bet within the amount in your account, with due consideration to any limits that may be set in the game rules.
- To deposit funds into your account, you can transfer funds from crypto-wallets under your control or through any other payment methods available on the Website. Deposits can only be made with your funds.
- Deposits are immediately processed, and the updated balance is shown in your account instantly whenever a payment service provider is used. We do not take responsibility for any delays caused due to its payment system or due to delays caused by any third party.
- We reserve the right to use additional procedures and means to verify your identity when processing deposits into your account.
- Note that some payment methods may include additional fees.
- You acknowledge that we charge 5% rake, where applicable, on each of your stakes placed in our Access/game.

- Note that your bank or payment/crypto service provider may charge you additional fees for deposit or currency conversion according to their terms and conditions and your user agreement.
- Funds cannot be transferred from your account to the account of another Player.
   We can refuse any deposits at our discretion. Players who have their accounts blocked or suspended shall refrain from depositing at the Website. In the event that a player tries to deposit when his account is blocked or suspended, we will have the right to retain the funds.
- We may withhold funds if KYC isn't passed even after a successful deposit.
- As we are not a bank, it's important to note that funds deposited into your account are not insured by any government agency or protected by a deposit security scheme.
- Any amounts owed by you to us according to these Terms may be deducted, either partially or in full, from funds held in your account without prior notice to you.
- You agree to compensate us fully for any losses we suffer if you or someone acting on your behalf initiates a chargeback, reverses a deposit, or cancels a deposit. You also promise not to take any action, or fail to act, that could lead to such a deposit cancellation.
- We want to clarify that if payments facilitators are involved in processing payments made by you or to you, or in registering or accepting your use of a specific payment method for the Services, we will not be held accountable for any actions or oversights of the payments facilitator before us receiving funds for deposits or after initiating a transfer of funds for withdrawals.
- Minimum and maximum wager amounts on all events will be determined by us and are subject to change without prior written notice. We also reserve the right to adjust limits on individual Accounts as well.
- Customers are solely responsible for their Account transactions. Once a transaction is
  complete, it cannot be changed. We do not take responsibility for missing or duplicate
  wagers made by the Customer and will not entertain discrepancy requests because a play is
  missing or duplicated. Customers may review their transactions in the My Account section of
  the site after each session to ensure all requested wagers were accepted.
- Solpengu enforces monthly withdrawal limits to ensure a secure and compliant environment for all users. If a user's total account balance exceeds ten times the amount they have deposited, their maximum allowable withdrawal is €5,000 per month or the equivalent in other currencies also:
  - ☐ For users who do not meet the above criteria, the standard monthly withdrawal cap is €10,000.
  - ☐ These limits are established to help Solpengu adhere to anti-money laundering requirements and payment processing guidelines.
  - Users may contact the support team to request an increase to their monthly withdrawal limit. Any such request will undergo enhanced verification before approval.
- Crypto withdrawals will be made to your stated cryptocurrency wallet address when making a valid withdrawal request.
- If we mistakenly credit your account with winnings that do not belong to you, whether due to a technical error in the pay-table, or human error or otherwise, the amount will remain

our property and will be deducted from your account. If you have withdrawn funds that do not belong to you before us becoming aware of the error, the mistakenly paid amount will (without prejudice to other remedies and actions that may be available at law) constitute a debt owed by you to us. In the event of an incorrect crediting, you rea obliged to notify us immediately by email.

We reserve the right to carry out additional KYC verification procedures for any withdrawal.

- Player who wishes to recover funds held in a closed, locked or excluded account are advised to contact our customer support.
- All transactions shall be checked to prevent money laundering. If a player becomes aware of
  any suspicious activity relating to any of the access/game of the Website, she/he must report
  this to us immediately. We may suspend, block or close an account and withhold funds if
  requested to do so following applicable anti-money laundering legislation or on any other
  legal basis requested by any state authority.
- You are eligible to request a withdrawal of funds from your account under the following conditions:
  - (a) All payments deposited into your account have been verified as cleared and are not classified as Failed Deposits.
  - (b) Any necessary identity or verification checks required by anti-money laundering regulations and/or other applicable legislation have been satisfactorily completed. We reserve the right to reject a withdrawal request and/or reverse the withdrawal of unspent deposits until the source of funds has been adequately verified. c) KYC may be required before deposits, not just withdrawals.
- We reserve the right to delay or cancel withdrawals to conduct additional checks, which we deem necessary at our sole discretion, periodically. If irregularities are discovered during our investigations, we may refuse withdrawal requests and/or withhold funds.
- All winnings that have been cleared will be promptly credited to your account and will be
  accessible for withdrawal, subject to compliance with these Terms. We reserve the right to
  report to, and/or withhold any portion of your winnings as mandated by any applicable law
  or competent authority.
- In cases when your balance is at least 10 times larger than the total sum of your deposits, you will be limited to € 5,000 (or currency equivalent) for withdrawal per month. In other cases, the maximum withdrawal amount per month is € 10,000.
- We, at our sole discretion, might offer from time to time several bonuses and promotions.
- Each of the bonuses and promotions has its own set of Terms of Use and individual requirements if any. By activating a Bonus or Promotion, you confirm that you also agree to the applicable Terms of Use.
- Once forfeited or de-activated, the Bonus will no longer be available to you (and cannot be
  re-activated at any time thereafter). The amount of any Bonus Funds that have already been
  credited to your account balance will remain available to you.
- We reserve the right to remove bonuses from all inactive accounts or accounts that are identified as "bonus abusers".

- We reserve the right to cancel any unused or unfulfilled bonuses after 60 days from the date of claiming, or at the end of the specific claiming period stated in the promotion, whichever comes first.
- We reserve the right to cancel any promotion, bonus or bonus program (including, but not limited to, top-up rewards, invite friends to reward bonuses and loyalty programs) with immediate effect if we believe the bonus has been set up incorrectly or is being

- abused, and if the said bonus has been paid out, we reserve the right to decline any withdrawal request and to deduct such amount from your account.
- Whether or not a bonus is deemed to be set up incorrectly or abused shall be determined solely by us. If you use a Deposit bonus, no withdrawal of your original deposit will be accepted before you have reached the requirements stipulated under the agreement regarding the Deposit bonus.
- We may insist that you bet a certain amount of your deposit before you can bet with any free/bonus funds we credit to your account.
- You accept that certain promotions may be subject to withdrawal restrictions and /or requirements that need to be met before the funds credited under the promotion can be withdrawn. Such terms shall be duly published and made available as part of the promotion. If you opt to make a Withdrawal before the applicable wagering requirements are fulfilled, we will deduct the whole bonus amount, as well as any winnings connected with the use of the bonus amount, before approving any Withdrawal.

# 19. Know Your Customer (KYC) and Anti-Money Laundering (AML) regulations

We are committed to having procedures in place for the prevention of money laundering, terrorism financing, fraud, and other illicit purposes by using our Website. Our rules aim to comply with the rules and guidance contained in the Anjouan Money Laundering Act 008 of 2005 and the FATF/CFATF recommendations.

As part of our global operations, we have established compliance measures commensurate with its services and products that are reasonably designed to deter and detect illicit activity on its platform. Such measures include onboarding and compliance screenings of its customers and transaction action-based controls.

- We are not a financial institution within the meaning of applicable law of Anjouan and are
  accordingly not directly subject to the statutes and regulations applicable to certain financial
  institutions, money transfer, or virtual asset service providers. However, following applicable
  AML regulations, we expressly prohibit and reject the use of our products (which includes,
  among others, Website and Services) for any form of illicit activity, including money
  laundering, terrorist financing or trade sanctions violations, consistent with various national
  anti-money laundering laws, regulations and norms.
- We continue to monitor norm-setting parameters promulgated by the Financial Action Task
  Force (FATF) and certain gaming trade groups in addition to the applicable legislation and will
  take necessary action as it deems appropriate to reflect changes in law.
- We intend to follow global best practices in guarding against our products being used to facilitate such activities. Those best practices include:
  - Adoption of a written policy, and procedure and control, reasonably designed to guard against money laundering, terrorist financing and trade sanctions violations. ○

Where appropriate, designation of a compliance officer to oversee the implementation of the policy, procedures and controls.

- To be compliant with the applicable rules and regulatory standards, we deploy some antimoney laundering procedures and know your customer is one of them.
- By using the Website, you agree to the rules described below and authorize us to conduct
  various checks at our sole discretion or if required by third parties to verify your identity and
  contact information.
- To make use of the services on the Website, the player shall be personally registered and
  provide all the required information for identification, as well as to have an account on the
  Website. If some of this personal information changes, you undertake to notify us without
  delay, but not later than 5 days from any such change in the personal information of the
  change and provide the changed information.
- You might be required to pass a verification procedure at any time for security check reasons. We also reserve the right to carry out verification of a your identity you're your deposit threshold has not been reached, including, but not limited to: when you request withdrawal (pay-out); in other cases, during registration or ongoing monitoring of your activity when such verification is, at our sole discretion, deemed to be necessary.
- We reserve the right to cancel any bets as well as winnings, block/close your account, exclude you from participating in access/game, retain payments, and report you to the authorities in charge if:
  - Any information submitted by you turns out to be incorrect or incomplete.
  - o If there are discrepancies between the data stated during registration and the data indicated in verification documents. o If you do not provide documents for verification purposes or if such documents are incomplete or incorrect.
- In addition, we have the right to refuse any account registrations or to block and/or cancel
  any account for any reason whatsoever at any time at our sole discretion and without prior
  notice.

#### 20. Severability

If any provision of these Terms is found to be unlawful, void, or unenforceable, that provision shall be deemed severable and will not affect the validity and enforceability of the remaining provisions.

#### 21. Entire Agreement

These Terms, together with our Privacy Policy and any additional guidelines or rules posted on the Website, constitute the entire agreement between you and Solpengu regarding the use of the Website and Access/game, and supersede any prior agreements, communications, or understandings, whether oral or written.

## 22. Contact Information

If you have any questions or concerns about these Terms, please contact us at the contact details provided on www.solpengu.com.

Please gamble responsibly. For support, visit  $\underline{\text{BeGambleAware.org}}$  or call a local helpline.