

Responsible Gaming Policy

Last updated: 17.03.2026

This Responsible Gaming Policy is developed by **Sprut Group B.V.**, a legal entity registered under the laws of Curacao, with the registration number: **149459** and registered address **Abraham Mendez Chumaceiro Boulevard 03**.

DEFINITIONS

“**Website**” shall mean spinbetter.com and all its aliases.

“**Company**” or “**We**” shall mean Sprut Group B.V., a legal entity registered under the laws of Curacao, with the registration number: 149459 and registered address Abraham Mendez Chumaceiro Boulevard 03.

“**Player**” shall mean an individual, who uses the Website.

“**Self-exclusion**” shall mean an event where the Player voluntarily bars themselves from all or certain online gaming-related activities on the Website.

“**Cooling-off**” shall mean a set timeframe during which the Player is temporarily prevented from gambling on the Website.

1. INTRODUCTION

1.1. The Company undertakes to provide the Player with a safe, fair, and responsible gaming environment on the Website. As a licensed operator under the jurisdiction of Curaçao, we recognize our duty to promote responsible gaming practices and safeguard the Player from potential risks associated with gambling.

1.2. Gambling problems are associated with poor mental health and can manifest in depression, anxiety, and suicidal thoughts. They also have an adverse effect on family relationships, work, and academic performance, and can lead to bankruptcy or crime.

1.3. Gambling should be an enjoyable pastime and not a way to make money.

1.4. Unfortunately, in some cases, abuse of gambling can lead to problems. We take care of our customers and make every effort to provide a safe and reliable service that our customers can use without any damaging consequences.

1.5. The Company shall not offer, extend, or facilitate any form of credit to the Player for the purpose of placing wagers or funding gaming activities.

2. UNDERAGE GAMBLING

2.1. The Company does not allow underage gambling (for persons under the age of 18).

- 2.2. We do not advertise our products and services to minors or mentally vulnerable people.
- 2.3. The Player must confirm they are of legal gambling age before they can deposit or play.
- 2.4. We guarantee that our advertising, sponsorship, and marketing activities do not contain any information aimed at attracting underage persons to the Service.
- 2.5. If you share your computer with underage persons, you should make sure that they do not have access to usernames, passwords, and banking details.
- 2.6. The legal age for betting and gambling is determined by the laws of your country and is usually 18 years.
- 2.7. Our customers should understand that they are the guarantors of their legal registration on the Website.
- 2.8. We strongly advise parents to protect their children from accessing online gaming websites by using special software:
- Net Nanny
 - CyberPatrol
 - GamBlock®
 - Solid Oak Software
- 2.9. If the Company determines a Player is a minor, the account shall be closed as soon as reasonably practicable. In such events, all deposits made by the minor shall be refunded, and any accumulated winnings shall be forfeited. Furthermore, age verification via a valid government-issued ID must be completed prior to the Player's first withdrawal.

3. SELF-ASSESSMENT

- 3.1. It is recommended that the Player regularly analyzes its gambling habits to make sure that your participation in gambling remains within healthy limits. Self-assessment tools are available to help the Player to do this, with a series of questions aimed at identifying potential signs of problem gambling. These tools help the Player to make informed decisions about your gambling.
- 3.2. One commonly used test is available from Gamblers Anonymous – it is a 20-question quiz that is published on its website. <https://gamblersanonymous.org/20-questions/>
- 3.3. The CAGE Questionnaire (Adapted for Gambling)

The Player is encouraged to answer the following questions honestly:

1. **C – Cut Down:** Have you ever felt you should cut down on your gambling?
2. **A – Annoyed:** Have people annoyed you by criticizing your gambling habits?
3. **G – Guilty:** Have you ever felt guilty about your gambling?
4. **E – Eye-Opener:** Have you ever had a morning "eye-opener" to steady your nerves or recover from gambling losses?

Interpreting the results

- 0 Yes Answers: Low risk for gambling problems.
- 1 Yes Answer: Moderate risk; further assessment may be needed.
- 2 or More Yes Answers: High risk; further evaluation and intervention are strongly recommended.

If the Player recognizes problematic gambling behavior through self-assessment tools, he/she is encouraged to use responsible gaming tools (such as a cooling period and self-exclusion).

3.4. To facilitate effective self-assessment, the Company shall provide Players with direct account access to a detailed record of their betting and wagering history, including timestamps of all transactions, covering at least the preceding six (6) months. Longer periods of transactions may be requested from the Company and must be provided within 10 working days. If the Company can show that this timeframe is not reasonably achievable given the circumstances, CGA may grant an extension for a period it deems appropriate.

4. TRAINING

4.1. The Company provides comprehensive training to all individuals who work with the Website to maintain high standards of responsible gambling.

4.2. **Employees** who interact directly with customers (such as support staff, VIP managers, and responsible gambling specialists) receive specialized training to recognize signs of gambling addiction, respond to self-exclusion requests, and effectively communicate with at-risk players. Additionally, they undergo annual refresher courses to stay updated on new policies and best practices.

4.3. **Marketing partners and affiliates** must also complete responsible gambling training before promoting the Company's products. They are required to adhere to strict guidelines that prohibit targeting minors or vulnerable groups and prevent the use of irresponsible marketing messages.

4.4. **Social media influencers** who collaborate with the Company receive guidance on responsible gambling principles and must not promote gambling to underage or vulnerable audiences. All influencer content must include warnings about responsible gambling and avoid creating a misleading or overly enticing image of gambling. If an influencer fails to meet these standards, the Company reserves the right to terminate the partnership.

5. COOLING-OFF

5.1. The Company offers the Player an option to initiate a 24-hour, 7-day, 1-month, or 3-month Cooling-off period, during which he/she will be unable to gamble on the Website. The Player must self-select their preference for the duration, applicable product verticals, and marketing opt-out using dedicated tick-boxes (which shall not be pre-checked) on the Website.

5.2. Cooling-off may be selected by the Player for any combination of one, more, or all of the product verticals offered by the Company.

5.3. The key difference between Cooling-off and Self-exclusion shall be as follows:

Aspect	Cooling-off	Self-exclusion
Purpose	Short-term break from gambling, allows players to step back temporarily	Long-term, irreversible exclusion to regain control over gambling behavior.
Duration	24 hours, 7 days, 1 month, or 3 months.	Minimum 1 year, with options for 3, 5, 10 years, or lifetime exclusion.
Effect	The player cannot participate in selected games during the selected period.	Player cannot participate in any gambling activities on the Website.

5.4. During an active Cooling-off period, the Player's account shall remain active exclusively for the purpose of accessing and withdrawing funds; all gambling features shall be disabled.

5.5. The Company shall process Cooling-off requests as soon as reasonably practicable., and shall not question the Player's decision, delay the activation process, or offer bonuses or promotions to encourage continued play. If the Cooling-off request was sent by email or other non-automated means, the change shall take effect within 24 hours, provided that such period occurs during a standard business day..

5.6. Accounts must be automatically reactivated after the selected Cooling-off period expires. The Player requires no further action or request for reactivation

6. SELF-EXCLUSION

6.1 The Player has the right to self-exclude himself from gaming at any time by technical adjustments on our platform.

6.1.1. Where technical adjustments are temporarily unavailable, the player can submit a request by sending an email to support@spinbetter.com.

6.2 Players may choose to self-exclude for 1 year, 3 years, 5 years, 10 years periods, or permanent exclusion. Once a self-exclusion request is submitted via the automated technical adjustments on our platform, it will take effect immediately. The player will no longer be able to access their account or participate in any gambling activities for the duration of the selected exclusion period.

If the self-exclusion request was sent by email or other non-automated means, the change shall take effect within 24 hours, provided that such period occurs during a standard business day.. If the player submits an self-exclusion request via email which is different from the one used during the player's registration, player shall provide his or her valid copy of identity document to verify his or her identity.

6.3 A self-exclusion request cannot be revoked or reversed by the player before the exclusion period expires. During the exclusion period, the player will not be permitted to reopen their account or create a new account.

6.4 Once self-exclusion is in effect:

1. The player's account will be locked for the duration of the exclusion period.
2. All marketing communications from the Company will be suspended. We will remove your data from all marketing and promotional lists during your self-exclusion period.
3. The player will not be able to deposit, place bets, or engage in any gambling-related activities.
Any unresolved ante-post bets shall be voided and the funds refunded to the Player. Any wagering that takes place following the self-exclusion request and prior to it being in effect must be voided and the funds must be returned to the Player.
4. If the player is actively participating in tournaments, he may be permitted to complete the in-running event.
5. Contributions to progressive jackpots that were made by the player through gameplay prior to the self-exclusion request remain in-situ, but the player is no longer entitled to participate with the jackpot after the self-exclusion is in effect.

6.5 After the self-exclusion period expires (except for lifetime exclusion), accounts shall not be automatically reactivated, players may request to reopen their account by contacting our support team support@spinbetter.com. This request will be subject to an additional review process to ensure responsible gaming practices.

6.6. The Company shall implement robust technical measures to identify duplicate accounts and proactively prevent self-excluded individuals from creating new accounts under different credentials. Furthermore, any payment method known directly by the Company to be associated with a self-excluded Player shall be blocked for future use during the active exclusion period. The Company shall implement robust technical measures to identify duplicate accounts and proactively prevent self-excluded individuals from creating new accounts under different credentials. Furthermore, any payment method known directly by the Company to be associated with a self-excluded Player shall be blocked for future use during

the active exclusion period. The Company shall retain records of all self-excluded players in accordance with applicable data retention regulations.

6.7. The Company reserves the right to exclude a Player as a high-risk intervention measure if the Player displays problematic gambling behaviour or attempts to engage in criminal activities through the Company's platform.

6.7.1. The Company shall not exclude Players solely on the basis of the amount of their winnings.

6.7.2. Any Operator-initiated exclusions shall be formally documented, and such records will be kept by the Company for a minimum period of five (5) years.

7. LIMITS

7.1 Players can set deposit limits to control the amount they deposit over a specific period by technical adjustments on our platform. These limits can be applied for daily, weekly, or monthly periods.

7.2 Once a deposit limit is reached, the player will not be able to deposit additional funds until the limit is reset. Reducing a deposit limit takes effect immediately. If the request to reduce the limit was sent by email or other non-automated means, the change shall take effect within 24 hours, provided that such period occurs during a standard business day.

7.3 Requests to decrease the severity of a limit (i.e., raising the maximum deposit amount) shall be subject to a mandatory 24-hour waiting period before implementation.

7.4. If a limit or exclusion is set while a Player is engaged in active gameplay (e.g., an active poker tournament) or has an unresolved ante-post bet on a future event, the restrictions must be honored immediately, except for the active gameplay or wager. Upon completion of the active gameplay, relevant tournaments, wagers, or events, the restrictions apply. Before the event's completion, no further wagering is permitted (e.g., a player cannot enter another tournament while the current one remains in progress)

8. BEHAVIOR TRACKING

8.1. Behavior tracking is an essential component of our responsible gaming strategy. We track and analyze the following data points to identify problematic gambling behaviors:

Deposit and wagering frequency

Sudden increases or irregular patterns in deposits, wagering, or gaming sessions, which may signal compulsive gambling.

Use of multiple payment methods

Attempts to use different payment methods, especially when these are employed to bypass established limits.

Withdrawal reversals

Players who repeatedly cancel or reverse withdrawal requests, which may suggest an attempt to recover losses or a lack of control.

Extended play sessions

Prolonged gaming sessions without taking breaks, potentially indicating a compulsive or addictive behavior.

Increased communication with customer support

Players who frequently contact customer support for bonus requests, financial issues, or display signs of agitation or distress.

Frequent adjustments to responsible gaming tools

Players who consistently alter their deposit or loss limits or frequently use features like cooling-off periods and self-exclusions.

Young players with high spending

Players under 25 who engage in significant spending, especially on casino or virtual games, warrant closer scrutiny.

Maxing out credit cards

Players who reach their credit card limits and attempt to register additional cards for further deposits.

Unrealistic spending patterns

Spending behavior that significantly deviates from the player's demographic profile or known financial situation.

Opening multiple accounts

Attempts to create multiple accounts in order to bypass deposit or loss limits and continue gambling without restrictions.

8.2 If we detect any of the above signs of problematic gambling behaviors, our support team will take measures, including:

1. Inform the Player about responsible gaming tools, including deposit limits, time-outs, and self-exclusion.
2. Applying deposit limits to the Player's account or restricting account activity if needed.
3. Direct the Player to external gambling support organizations.

8.3. The Company strictly prohibits the use of Responsible Gaming interventions, including behavior tracking reviews, as a pretext to prevent, delay, or deny legitimate withdrawal requests by the Player.

8.4. All Responsible Gaming interactions—whether initiated by the Player or the Company—must be comprehensively recorded within the Player Account Management (PAM) system. This record shall include the specific indicators of concern observed and a detailed account of any interventions or actions taken

8.5. The Company reserves the right to initiate an exclusion if a Player exhibits problematic gambling behavior or engages in criminal activities on the platform. The Company shall not exclude a Player solely on the basis of accumulated winnings.

All Operator-initiated exclusions shall be formally documented and retained for a minimum of five (5) years.

9. REALITY CHECK

9.1. The Company implements Reality Check measures, which include, but are not limited to:

- A real-time session timer that is always visible while the Player is logged in.
- **Player-Activated Reality Checks** (“Customized Reality Checks”). Players can set customized alerts that trigger at specific time intervals. When activated, players must confirm that they have read the message before continuing play, with the option to either end the session or continue playing.

9.2. Customized Reality Checks temporarily pause the gameplay, requiring the Player to confirm they have read the message before resuming.

The custom messages include:

- A clear indication of how long the player has been playing.
- A display of the player's winnings and losses during that time.

10. MARKETING AND ADVERTISING

10.1. The Company is committed to ensuring that all marketing, promotional, and advertising activities align with responsible gaming principles. The Company does not engage in direct marketing actions such as emails, messaging, bonuses, or incentives during an active cooling-off or self-exclusion period.

10.2. The Company ensures that its advertising is truthful, does not encourage excessive gambling, and does not target vulnerable individuals. All of the Company's business partners, including affiliates, influencers (both on social media and other platforms), VIP representatives, and marketers, are required to comply with the responsible gaming framework and follow all relevant advertising regulations.

10.3. The Company avoids engaging in misleading, excessive, or irresponsible advertising. To ensure this, the Company adheres to several key principles:

10.3.1. Advertising should never be excessive, deceptive, or aggressive in nature. Furthermore, marketing and promotions must not target or appeal to self-excluded players, individuals with gambling issues, minors, or those who are financially vulnerable.

10.3.2. The Company also prohibits any portrayal of gambling as a means to achieve financial success or resolve financial difficulties. In addition, marketing must not suggest that skill can influence the outcome of games that are entirely based on chance. Advertising must never present gambling as an escape from stress, depression, loneliness, or personal struggles.

10.3.3. Moreover, marketing content should not use cartoons, animations, or visuals that would appeal to children or minors. The Company avoids using social media influencers, celebrities, or entertainers who attract minors in their marketing efforts.

10.3.4. Additionally, marketing materials must not feature minors or depict them engaging with gambling content. The Company also prohibits any sexual or explicit content in its advertisements or communications. It is important that gambling is not linked to harmful behaviors like smoking, drug use, alcohol consumption, seduction, or an enhanced physical appearance.

10.3.5. All bonus offers and promotions are communicated clearly with transparent terms and conditions, the Company does not encourage excessive gambling through aggressive bonus promotions.

10.3.6. All marketing, advertising, and promotional materials issued by the Company, its affiliates, or its third-party influencers must prominently feature a clearly visible responsible gaming message or slogan.

11. RESPONSIBLE GAMING OFFICER

11.1. If you have a complaint relating to our Responsible Gaming Policy and your rights under this Policy, please contact our support team at support@spinbetter.com.