

Restricted Jurisdictions Notice

Version date: **January 16, 2026**

1) Risk Positioning (Strict Approach)

1. Sortes is described as a trustless social welfare protocol powered by a decentralized lottery mechanism and related probability-based features.
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2. While Sortes.fun may be non-custodial and transactions are executed by users through their wallets to smart contracts, many jurisdictions may treat providing an accessible interface, promotional support, or technical enablement for Probability-Based Activities as regulated conduct.
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3. Accordingly, we adopt a **conservative, restrictive** access policy.

2) Non-Custodial Design Does Not Eliminate Jurisdictional Restrictions

1. Sortes.fun does not custody user funds or control private keys; users interact with smart contracts directly from their wallets.
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2. The protocol contemplates third-party “sales nodes” and LaaS-style integrations that may independently configure and offer Probability-Based Activities.
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3. **Regardless** of (i) non-custodial design, (ii) “charity” or “social welfare” framing, or (iii) third-party node operation, access is prohibited where local law restricts or requires authorization for Probability-Based Activities (or related services).

3) Definitions (Strict)

- **“Probability-Based Activities”** includes any lottery, gambling, betting, game of chance, sweepstakes, raffle, drawing, random-reward or prize mechanic, or any similar activity involving chance, randomness, or probabilistic distribution.
- **“Restricted Jurisdiction(s)”** includes any jurisdiction where Probability-Based Activities (or access to or facilitation of them) are prohibited, restricted, or require any license/permit/registration/approval/exemption that we have not expressly confirmed has been obtained.

4) Restricted Jurisdictions (Strict Baseline List)

Restricted Jurisdictions include, **at minimum**:

- the **United States and its territories/possessions**;
 - the **United Kingdom**;
 - the **EU/EEA**;
 - **Australia**;
 - **Singapore**;
 - **Japan**; and
 - **Mainland China (PRC)**;
- as well as any other jurisdiction we designate or where regulatory position is unclear or high-risk.

5) Mandatory User Representations; Hard No-Circumvention

By accessing or using Sortes.fun, you represent and warrant that:

1. you are not in a Restricted Jurisdiction;
2. your use is lawful in your jurisdiction;
3. you are of legal age; and
4. you will not attempt to circumvent restrictions through VPN, proxy, location spoofing, or similar techniques.

If we reasonably suspect you are in a Restricted Jurisdiction, we may block access and restrict interactions immediately.

6) Enforcement; Updates

We may implement geofencing and compliance screening and may update this Notice at any time. Continued use after an update constitutes acceptance of the revised Notice.

7) No Legal Advice; User Responsibility

This Notice is not legal advice. You are responsible for determining whether your access and use is lawful and compliant.

Node Operator (Sales Node) Terms — English Version

Node Operator (Sales Node) Terms

Version date: **January 16, 2026**

These Node Operator Terms (“**Node Terms**”) apply to any person or entity (“**Node Operator**,” “**you**”) that integrates with, accesses, or uses Sortes-related APIs, smart contracts, or interface components to configure, promote, offer, sell, distribute, or operate any Probability-Based Activities (including lotteries) via a website, application, or other user-facing interface (a “**Node Interface**”). The Sortes design contemplates “sales nodes”

and LaaS-type integrations where third parties independently offer and configure probability-based offerings.

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If these Node Terms conflict with the general Terms of Service for Sortes.fun, these Node Terms control for Node Operator activities.

1) Definitions

- **“Protocol”** means the Sortes smart contracts and related on-chain components.
- **“Probability-Based Activity”** includes any lottery, gambling, betting, game of chance, sweepstakes, raffle, drawing, random-reward mechanic, or similar chance-based activity.
- **“End Users”** means users who access a Node Interface to participate in a Probability-Based Activity.
- **“Restricted Jurisdictions”** has the meaning set out in the applicable Restricted Jurisdictions Notice on Sortes.fun.

2) Independent Operator Status; No Agency

1. You are an **independent third-party operator**. Nothing in these Node Terms creates any partnership, joint venture, agency, employment, fiduciary, or franchise relationship between you and Sortes.fun (or any affiliated entity).
2. You must not represent (explicitly or implicitly) that you are acting on behalf of Sortes.fun, the Protocol, or any affiliated entity, or that Sortes.fun sponsors, endorses, operates, or controls your Node Interface or your offerings.

3) Compliance Obligations (Primary Responsibility on Node Operator)

You are solely responsible for ensuring that your Node Interface and any Probability-Based Activities you configure, promote, offer, sell, distribute, or operate are lawful and compliant in every jurisdiction where you or your End Users are located or targeted. This includes, without limitation:

1. **Licensing / registration / permits** for lotteries, gambling, betting, games of chance, promotional contests, prize draws, or similar activities;
2. **Consumer protection and marketing rules** (including truthful advertising, required disclosures, odds/probability disclosures where required, and prohibition on misleading “guaranteed returns” claims);
3. **Age gating and responsible gaming** controls (including age verification where required, self-exclusion mechanisms where required, and anti-addiction/risk warnings as appropriate);
4. **AML/CFT, sanctions, and KYC** obligations to the extent applicable to your operations and jurisdiction;
5. **Tax reporting, withholding, and recordkeeping** related to ticket sales, prizes, rewards, and any fees or revenue shares; and

6. **Data protection and privacy** compliance for your collection and processing of End User data.

4) Restricted Jurisdictions; Mandatory Geofencing

1. You must not knowingly allow End Users in Restricted Jurisdictions to access or use your Node Interface for any Probability-Based Activity.
2. You must implement reasonable, industry-standard controls to restrict access (e.g., geofencing and compliance screening), and you must not encourage or facilitate circumvention (VPN/proxy/spoofing).
3. If you become aware that you have offered services to End Users in Restricted Jurisdictions, you must promptly take corrective action (including blocking access and ceasing promotion in those locations).

5) Non-Custodial Expectations; Custody Prohibition Without Authorization

1. The Protocol is designed for on-chain execution via user wallets (e.g., contract-based participation and settlement).
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2. Unless you have independently obtained all required authorizations and compliance capabilities, you must not custody End User funds, operate as a money transmitter, or otherwise take possession/control of End User assets.
3. If you do custody End User funds (including by operating custodial wallets, off-chain balances, or pooled accounts), you do so at your sole risk and sole responsibility, including full compliance with any custodial, payments, AML, and licensing regimes.

6) Disclosures to End Users

You must provide clear, conspicuous disclosures to End Users, including at minimum:

1. you (the Node Operator) are the operator of the Probability-Based Activity, not Sortes.fun;
2. participation involves chance and may result in loss;
3. blockchain and smart-contract interactions involve technical and market risks; and
4. participation may be illegal in certain jurisdictions and is restricted in Restricted Jurisdictions.

7) Prohibited Conduct

You must not, and must not permit any third party to:

1. market or target your Node Interface to Restricted Jurisdictions;
2. make false or misleading statements about legality, licensing, odds, risks, rewards, or “guaranteed” outcomes;

3. design a Probability-Based Activity that violates applicable law (including prohibited prize structures or prohibited consideration);
4. engage in market manipulation, wash activity, sybil exploitation, or abuse of referral / reward systems;
5. use the Protocol or Sortes.fun for money laundering, sanctions evasion, fraud, or other illegal activity.

8) Revenue Share / Fees (If Applicable)

If the Protocol supports revenue sharing to node operators or vendors (including any configurable revenue share range), such sharing is subject to the Protocol's on-chain rules and any additional commercial terms you may have agreed to. The Protocol contemplates that sales nodes may share revenue and configure distribution parameters independently. [whitepaper-B88bduSg](#)

You are responsible for any taxes, reporting, and compliance obligations arising from any fees or revenue shares you receive.

9) Indemnity

To the maximum extent permitted by law, you agree to indemnify and hold harmless Sortes.fun and any affiliated parties from and against any claims, damages, losses, liabilities, penalties, and expenses (including reasonable legal fees) arising out of or related to:

- your Node Interface or your Probability-Based Activities;
- your breach of these Node Terms; or
- your violation of any applicable law, regulation, or third-party rights.

10) Termination / Access Restrictions

We may, at any time and in our sole discretion, restrict or terminate your access to Sortes.fun or any interface components if we believe your activity may create legal, regulatory, security, or reputational risk, or if you violate these Node Terms.

11) Changes to These Node Terms

We may update these Node Terms from time to time. Continued use of the Protocol-facing interface components after an update constitutes acceptance of the updated Node Terms.

12) No Legal Advice

These Node Terms do not constitute legal advice. You are responsible for obtaining independent legal counsel regarding your operation.