

COMPLAINTS POLICY
MIRTH B.V.
(Reg. No. – 163936)



Stanislav Andrieiev, the
MLRO & Compliance
Officer



**Jonathan Marshall Ruwel
Heymans** obo Kurason Trust
Curacao N.V., the Managing
Director

CONTENTS

1.	POLICY STATEMENT	4
2.	DEFINITIONS AND ABBREVIATIONS	4
3.	COMPLAINT SUBMITTING	5
4.	RESOLUTION	5
5.	ALTERNATIVE DISPUTE RESOLUTION (ADR)	6
6.	AUTHORITY ESCALATION	6
7.	CONTACT POINTS	7
8.	RECORD KEEPING	7
9.	REGULATORY REPORTING	7
10.	INFORMATION IN OUR TERMS AND CONDITIONS	7
11.	REASONS FOR COMPLAINT	8
12.	CONTACT INFORMATION	8
13.	POLICY HISTORY	8

KEY INFORMATION

Approving Official(s):	Jonathan Marshall Ruwel Heymans obo Kurason Trust Curacao N.V., the Managing Director
Responsible Office:	Jonathan Marshall Ruwel Heymans obo Kurason Trust Curacao N.V., the Managing Director
Effective Date:	22.05.2025
Next Review Date:	22.05.2026

1. POLICY STATEMENT

- 1.1. This Complaints Policy sets out the structure for handling complaints and disputes from Players (Customers), ensuring the process is clear, fair, and efficient, in line with Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, LOK).
- 1.2. Compliance with this Complaints Policy is a legal obligation under the LOK. Any non-compliance will be subject to investigation and enforcement by the Curacao Gaming Authority (CGA).
- 1.3. The policy ensures Players (Customers) have access to a simple and effective way to resolve disputes, including free alternative dispute resolution (ADR) services that are independent and of high quality. This policy guarantees that all Players (Customers) shall have access to a simple, accessible, and timely dispute resolution mechanism, which shall include the option to pursue alternative dispute resolution (ADR) at no cost. All ADR services shall be independent of the operator and shall meet minimum standards of quality, impartiality, and procedural fairness.
- 1.4. As per Article 5.3 of the LOK, additional rules, procedures, and guidelines related to complaints and ADR may be developed. Implementation of this policy falls under the responsibility of the designated Compliance Officer (either the MLRO or the Managing Director).
- 1.5. All complaints shall be treated with strict confidentiality. Personal data and information disclosed in the course of the complaint process shall be processed in compliance with applicable data protection legislation and shall only be used for the purposes of resolving the complaint.
- 1.6. This Complaints Policy shall be reviewed annually or upon any significant change in applicable laws or regulations, to ensure its continued effectiveness and compliance with the LOK and CGA requirements.

2. DEFINITIONS AND ABBREVIATIONS

- 2.1. **ADR** – means Alternative Dispute Resolution.
- 2.2. **Company** – means Mirth B.V., a legal entity validly registered and existing under the laws of Curacao, identification number: 163936, address: Schottegatweg Oost 10 Unit A1K 10 Unit 1-9, Bon Bini Business Cente, Curacao.
- 2.3. **GCB** – means Gaming Control Board of Curacao.
- 2.4. **CGA** – means Curacao Gaming Authority.
- 2.5. **NAF** – means Netherlands Antillean guilder, the currency of Curaçao.
- 2.6. **Gambling or Gambling Game** — means any online game posted on the Website that means playing a game of chance for a Prize. Game of chance includes (i) a game that involves both an element of chance and an element of skill, (ii) a game that involves an element of chance that can be eliminated by superlative skill, (iii) a game that is presented as involving an element of chance but does not include a sport.
- 2.7. **Customer** — means an individual, who uses the Website and/or familiarizes himself with the provisions of the Website, these Policy and the provisions of other documents, and intends to register on the Website to participate in Gambling (acquire a Player status).
- 2.8. **Third Parties** — means any individuals and/or legal entities other than the User and/or the Player, in particular, but not exclusively: family members, spouses, friends, partners, counterparties, creditors,

service providers, agents, etc.

- 2.9. **Website** — means the official websites of the Company, on which Customer may play the Gambling Games.
- 2.10. In this Policy singular include the plural, and the plural include singular in cases of a need for interpretation.

COMPLAINTS PROCEDURE

3. COMPLAINT SUBMITTING

- 3.1. Players may lodge a complaint free of charge within six months of the incident related to their participation in a game of chance (Game) or in the case of P2P (such as poker, if applicable on our Website) or ante post fixed odds betting the six month clock begins after the resolution of the specific event rather than the placement of the wager.
- 3.2. Complaints shall be submitted through a clearly defined process, which may include the use of an online submission form or a downloadable complaints template (available in Word or PDF format) that can be sent via email. This procedure shall be prominently available on the Website and expressly referenced within the Terms and Conditions.
- 3.3. The form must include: (I) Complainant's name, address, and place of residence, (II) Complainant's account number (if applicable), (III) Date of the complaint, (IV) Description of the conduct being disputed (using pre-determined category topics if applicable), (V) Language options: English or language of our target market. (VI) Any supporting documentation the Player requires to include as part of the complaint.

4. RESOLUTION

- 4.1. Complaints concerning responsible gaming shall receive priority treatment due to their potential implications for Player welfare. The Company shall comply with the Responsible Gaming Policy as issued by the Curaçao Gaming Authority (CGA), and any complaints falling within the scope of that policy shall be governed by this provision. The Company shall make every reasonable effort to resolve such matters within five (5) business days. In the event additional time is required, the Player shall be duly notified of the delay, which in any case shall not exceed a maximum period of two (2) weeks.
- 4.2. Regarding any other Complaint, within one week of receiving a complaint, our Company will (I) confirm receipt of the complaint in writing via email or preferred communication method, (II) provide an explanation of how the complaint will be processed, (III) provide expected timeline for resolution.
- 4.3. The Company shall evaluate and provide a response to complaints within a period of four (4) weeks from the date of receipt. In cases where the complexity of the matter or insufficient information requires additional time, this period may be extended once for a further four (4) weeks, provided that the complainant is informed of the extension in writing in advance.
- 4.4. A Player will always receive a final determination of their complaint in writing. The response will be either: (I) a reasonable final assessment of the outcome/resolution of the complaint with supporting evidence if necessary or applicable, and (II) detailed reasons for not handling the complaint. If additional information is reasonably required to address the complaint fully, our Company may request this information within the initial four-week time. Should the complainant not provide the necessary information within that time, our Company may reject the complaint.

5. ALTERNATIVE DISPUTE RESOLUTION (ADR)

- 5.1. In circumstances where the Company does not, or is unable to, resolve a complaint to the satisfaction of the Player, the Player shall be informed of their right to escalate the matter to an independent alternative dispute resolution (ADR) body. To ensure compliance with the licensing requirements set forth under the LOK, the Company may make independent ADR services available to its Players.
- 5.2. If a complaint cannot be resolved internally, Players are entitled to escalate the matter to an independent ADR provider, free of charge. For avoidance of doubt, our Company will bear all costs of the ADR process. ADR provides a mechanism for resolving disputes without the need for formal legal proceedings and serves as an impartial and cost-free option for Players.
- 5.3. The contact information for the ADR provider will be included in all complaint communications and may be included in the Terms and Conditions of our website (in case of execution of the agreement between ADR provider and our Company and in case of existence of relevant ADR provider).
- 5.4. ADR is not mandatory for the Player as part of the escalation process, but it is at the discretion of our Company as to whether or not make it mandatory for the Player. Our Players may initiate ADR proceedings if they are dissatisfied with the final decision issued by the Company or if the complaint remains unresolved after the maximum response period has elapsed.
- 5.5. The Company shall fully cooperate with the ADR entity throughout the resolution process, including the timely submission of relevant information and documentation. Any decision issued by the ADR body shall be respected and implemented in good faith by the Company, subject to applicable legal or regulatory limitations.

6. AUTHORITY ESCALATION

- 6.1. Please note that the CGA will not resolve or make decisions on complaints regarding gambling-related transactions. However if a Player believes that our Company is in breach of regulations, a Player may contact the Curacao Gaming Authority via an Online Form available on the CGA website. While the CGA not mediate in individual disputes but may use the information to support its supervisory activities.
- 6.2. Accordingly, Players should not expect the CGA to provide redress or binding rulings in personal disputes with operators. While complaints concerning the quality of service or dissatisfaction with specific gambling-related outcomes fall outside the CGA's remit, Players are nonetheless encouraged to report serious concerns if they believe a license holder is in breach of applicable laws, regulatory requirements, or the conditions of its license.
- 6.3. Such reports may be submitted directly to the CGA via the online complaint form available on the official CGA website. Though the CGA will not act on behalf of the complainant to resolve the individual dispute, the information provided may be used to inform its supervisory activities, conduct investigations, or initiate enforcement actions where systemic or repeated regulatory non-compliance is suspected.
- 6.4. Players are therefore advised to first exhaust all internal dispute resolution mechanisms available through the Company and, where applicable, to pursue resolution through an independent Alternative Dispute Resolution (ADR) provider. The ADR process offers a neutral and structured avenue for resolving disputes outside of the CGA's regulatory framework.

7. CONTACT POINTS

- 7.1. Players may submit complaints via one or more of the following: support@auro777.win or by online form on our Website.

8. RECORD KEEPING

- 8.1. Our Company maintains a record of all complaints, which encompasses those: (I) Addressed internally (whether confirmed or dismissed), (II) Not settled, (III) Referred to Alternative Dispute Resolution (ADR), (IV) Taken to court.
- 8.2. All records of complaints, including those unresolved or referred to ADR or court, will be securely stored for a minimum of five years.
- 8.3. In either case, the Company will retain a copy of the documents for its own records, which are available to GCB agents upon request. The Company providing information or documentation and deterrence and detection procedures to the examiners of the GCB in preparation of or during an examination and upon GCB request during the year.

9. REGULATORY REPORTING

- 9.1. Our Company submits reports to the CGA on January 15th and June 15th and every year, summarizing the following: (I) Total number of complaints made, (II) Total number of complaints closed (settled and rejected), (III) Number of pending or unresolved complaints, (IV) Number of complaints by category, (V) Number referred to ADR and the subsequent outcomes of each, (VI) Number and detail of complaints for which a Player has taken legal action.
- 9.2. Our Company Ensures transparency and compliance with ADR decisions and regulatory updates. The CGA reserves the right to request, at any time, access to records of any and all complaints received as well as any disputes that are pending resolution.

10. INFORMATION IN OUR TERMS AND CONDITIONS

- 10.1. The Complaints procedure statement will be visible and accessible on our Website as a standalone link or document. The Complaints procedure will also be clearly outlined in the Terms and Conditions. Information provided includes at a minimum:
 - 10.1.1. Links to Customer service and information on how to contact our Company.
 - 10.1.2. Detail of information required for a Player to make a complaint and links to either/both either
 - 10.1.3. The online form or the downloadable PDF/Word document.
 - 10.1.4. Timelines for responses and resolution.
 - 10.1.5. Player rights to complain including explicit rights to ADR services and regulatory escalation.
 - 10.1.6. An explanation of the potential consequences of the relevant ADR entity's decision, and the manner in which this will affect the Player's right to further legal and judicial recourse.
 - 10.1.7. Details of the ADR process and Player rights.

10.1.8. Contact information for the ADR provider(s).

10.1.9. Clear information that the CGA does not mediate in individual disputes, but if the Player feels that our Company is in breach of regulations, the Player may contact the CGA.

11. REASONS FOR COMPLAINT

11.1. The Player is entitled to make a complaint regarding any part of their relationship with our Company or

any incident related to their participation in a game of chance. This includes (but is not limited to):

11.1.1. Deposit issues;

11.1.2. Withdrawal issues;

11.1.3. Bonus terms and conditions;

11.1.4. Account closures or restrictions;

11.1.5. Alleged errors or unfairness in game outcomes;

11.1.6. Responsible gaming issues;

11.1.7. Treatment of Player balances;

11.1.8. KYC and Verification;

11.1.9. Data Protection;

11.1.10. Technical or Software issues;

11.1.11. AML concerns;

11.1.12. Issues with minors;

11.1.13. Fraudulent games;

11.1.14. Fraudulent practices;

11.1.15. License or regulation.

12. CONTACT INFORMATION

12.1. For any questions regarding this policy, please contact: support@auro777.win or send a mail on the address: Schottegatweg Oost 10 Unit A1K 10 Unit 1-9, Bon Bini Business Center, Curaçao.

13. POLICY HISTORY

May 22, 2025	Complaints Policy update (Annual update)
December 02, 2024	Complaints Policy update (legal changes)
July 25, 2024	Complaints Policy update (legal changes)
March 14, 2024	Complaints Policy update (Annual update)
November 22,	Complaints Policy update (legal changes)

2023	
July 20, 2023	Complaints Policy update (legal changes)
May 24, 2023	Initial Complaints Gaming Policy