



**ABC-
ADR.COM**

ABC-ADR ONBOARDING & TERMS OF SERVICE AGREEMENT

This Terms of Service Agreement is being entered into on the 5th May 2026 between ABC-ADR Ltd, a company registered under the laws of the U.K (The ADR Provider) and Tixi Multimedia B.V., a Company registered under the Laws of Curacao, with company registration number 161662 hereinafter referred to as the 'Operator'.

The Operator is a B2C Curacao licensed entity under the oversight of the Curacao Gaming Authority (CGA).

The ADR Provider with license number CGA/ADR/2025/02 is duly licensed and authorized by the CGA to carry out alternative dispute resolution services to Operators.

Together referred to as 'The Parties'

WHEREAS:

The Operator is required under Article 5.3 of the LOK to engage a certified ADR entity to offer players An independent mechanism for resolving disputes as part of their complaint escalation process via alternative dispute resolution services (ADR services)

The Operator wishes to engage the ADR Provider to provide ADR services and the ADR Provider intends to provide such services to the Operator.

1. PURPOSE

To appoint the ADR Provider as an independent dispute resolution body in line with the National Ordinance for Games of Chance (LOK) and CGA requirements.

2. INDEPENDENCE

The ADR Provider, including its adjudicators, shall perform its functions under this Agreement independently, impartially, and free from undue influence. In particular, the ADR Provider shall not seek or accept instructions from the Operator, its affiliates, or any third party in relation to the assessment, handling, or outcome of any Complaint.

The Parties acknowledge that the independence of the ADR Provider is a fundamental requirement under the applicable Curaçao regulatory framework and oversight of the Curaçao Gaming Authority (CGA).

Nothing in this Agreement shall be construed as creating any relationship of employment, agency, joint venture, or partnership between the ADR Provider and the Operator. The ADR Provider shall act as an independent adjudicative body at all times.

Notwithstanding the foregoing, the ADR Provider may engage with the Operator on administrative, procedural, and reporting matters necessary for the efficient operation of the ADR process, provided that such engagement does not affect the independence of decision-making.

3. ENTIRE AGREEMENT

The Operator acknowledges ADR engagement is part of its regulatory obligations and subject to CGA oversight. The regulatory framework of this Agreement including its Annexes, the ADR Provider's Rules of Procedures (RoPs) and Privacy Policy, as well as the Business Onboarding Declaration Form.

4. SCOPE OF SERVICES

The ADR Provider is appointed to act as an independent dispute resolution body for the handling and determination of eligible player complaints arising from the Operator's gaming activities, in accordance with applicable Curaçao regulatory requirements and standards, including those of the Curaçao Gaming Authority (CGA).

The ADR Provider shall provide the following services:

(a) Complaint Intake and Admissibility Assessment

- Receive and register player complaints submitted to the ADR Provider;
- Assess whether complaints meet admissibility criteria as outlined the ADR Provider's RoPs, including exhaustion of the Operator's internal complaints procedure;

(b) Case Management and Administration

- Open, manage, and administer admissible ADR cases in accordance with defined procedures;
- Notify the Operator of complaints and request relevant documentation and evidence;
- Facilitate communication between the parties where appropriate;

(c) Evidence Review and Adjudication

- Provide and appoint a designated independent adjudicator in the case of standard cases and 3 adjudicators for complex cases
- Conduct an independent and impartial review of all information and evidence submitted;
- Request additional information or clarification where required;
- Apply applicable laws, regulatory requirements, and the Operator's terms and conditions (as applicable);
- Issue written, reasoned decisions within 90 days from acceptance of the dispute by the ADR Provider and receipt of the complete case file.

(d) Decision Classification and Outcomes

- Designate decisions;
- Classify disputes (including but not limited to payment disputes, bonus disputes, responsible gaming matters, fraud-related matters, and operational issues);

(e) Audit Trail and Record Keeping

- Maintain a complete, accurate, and tamper-evident audit trail for each complaint, including all submissions, communications, evidence, procedural steps, and decisions;
- Ensure that all case records are securely stored, traceable, and readily accessible for audit or regulatory review;
- Retain records for a minimum period in line with applicable regulatory requirements;

(f) Reporting and Regulatory Support (Optional)

- Produce periodic and ad hoc reports relating to complaints, outcomes, trends, and systemic risks;
- Identify recurring issues or potential regulatory concerns relating to the Operator's activities;
- Provide data and reports, and supporting documentation to the Operator

(g) Compliance and Oversight Support (Optional)

- Assist in demonstrating the Operator's compliance with ADR-related regulatory obligations;
- Maintain policies and procedures aligned with applicable regulatory expectations;

(h) Publication and Transparency (Discretionary)

- Publish anonymised decisions, statistics, and summaries of complaints and outcomes, where appropriate, in the interest of transparency and regulatory compliance.

The services provided by the ADR Provider shall be governed by the ADR Provider's RoPs, as published on its official website, with the current version attached hereto as Annex B for reference and record purposes, as may be amended from time to time in accordance with this Agreement. Any amendments to the RoPs shall be valid and binding on the Operator only to the extent made in accordance with this Agreement.

The Operator acknowledges and agrees that:

- (a) it has reviewed, understood, and accepted the RoPs;
- (b) it shall be bound by such RoPs in respect of all complaints handled by the ADR Provider;
- (c) the RoPs shall form an integral part of this Agreement. The ADR Provider shall notify the Operator of any proposed changes to the RoPs at least thirty (30) days in advance. Any material changes to the RoPs, including but not limited to any changes affecting the Operator's rights, obligations, costs, fees, procedures, liability exposure, or the binding effect or enforceability of ADR decisions, shall be valid and binding on the Operator only if agreed by the Parties in a written amendment or addendum to this Agreement, except where such changes are expressly required by the Curaçao Gaming Authority or applicable law or regulatory requirements. Any material changes affecting complaints already accepted for review shall not apply to such complaints unless required by applicable law or regulatory requirements.

5. BINDING DECISIONS

The Operator acknowledges and agrees that Final decisions rendered by the ADR Provider are enforceable on the Operator and must be implemented without delay.

The Operator acknowledges that the Player/complainant has a right to judicial redress from any decision taken. The ADR Provider will request the Player/complainant to confirm, within 7 days from a decision taken by the ADR Provider whether the Player/complainant shall deem the decision to be contractually binding.

6. OPERATOR OBLIGATIONS and RULES OF PROCEDURE

The Provider shall handle all types of player Disputes arising from the Operator's gaming services, including but not limited to:

- a) Wagering and financial transaction disputes across all verticals, including Sports, Casino, Poker, and LIVE Dealer;
- b) Disputes regarding the application of promotional terms, bonuses, and alleged bonus abuse;
- c) Technical integrity disputes, including Random Number Generator (RNG) outcomes and software malfunctions;
- d) Deposit and withdrawal disputes involving both FIAT and virtual assets;
- e) Responsible gaming and self-exclusion enforcement matters;
- f) Player identity verification and account management disputes;
- g) Disputes related to alleged fraudulent activity, multi-accounting, and account takeovers (ATOs);
- h) Issues regarding jurisdictional compliance and legal demand letters from players.

Discretion to Refuse: the ADR Provider has the discretion to refuse to adjudicate a Dispute only on reasonable and documented grounds and shall notify both the Player and the Operator of such refusal and the reasons thereof. The Provider may refuse to adjudicate a Dispute:

- i) The internal Complaint handling process has not been fully completed by the Player and Operator;
- ii) The Dispute is found to be evidently frivolous or vexatious;
- iii) The matter is currently under consideration by a court or another certified ADR provider or adjudicating body;
- iv) The dispute has been brought by the Operator against the Player
- v) The complainant is under 18 or legally incapacitated and unrepresented
- vi) The complaint falls a) outside the jurisdiction of the licensee or b) is outside the scope of the definition of a dispute or c) is outside the acceptable parameters set by the Operator or d) the dispute is of a high complexity which would render a court of law more suited for the dispute at hand

- vii) The Operator is no longer registered and/or has been suspended from the services of the ADR Provider
- viii) the Dispute has already been reviewed by any CGA-certified ADR provider and a decision has been reached;
- ix) the Player is re-submitting or resurrecting a Dispute that has already commenced before a CGA-certified ADR provider and was terminated due to the Player's lack of engagement or otherwise declined, other than due to a conflict of interest;
- x) there is an actual, apparent, or reasonably perceived conflict of interest that may affect the ADR Provider's independence or impartiality in adjudicating the Dispute.

Technical Infrastructure: ADR The Provider will provide Compliance ADR Seal, which is integral part of technical infrastructure for provision of ADR service.

The Operator is obligated to display the operational and valid Compliance ADR Seal prominently on its platform; as well as clearly identify the ADR Provider on its website and within its Terms and Conditions

The Operator must cooperate fully, respond within the time frame provided, provide accurate records, appoint ADR liaison, and implement decisions.

7. REPORTING

The Operator acknowledges that the ADR Provider has reporting obligations towards the CGA. The ADR Provider shall prepare and submit quarterly reports containing statistical and operational data relating to complaints handled under this Agreement, in accordance with applicable regulatory requirements and expectations of the CGA.

Each quarterly report shall, at a minimum, include:

- (a) total number of complaints received during the reporting period;
- (b) number of complaints opened, closed, and carried forward;
- (c) categorisation of complaints (including, but not limited to, payment disputes, bonus disputes, responsible gaming matters, fraud-related matters, and operational issues);
- (d) average and median resolution times;
- (e) outcome distribution (including decisions in favour of the player, the Operator, or partially upheld);
- (f) number and proportion of decisions designated as binding;
- (g) Operator compliance rate with ADR decisions, including implementation timelines;
- (h) instances of Operator non-cooperation or delay;
- (i) aggregate value ranges of disputes handled;

(j) identification of recurring issues, systemic risks, or compliance concerns relating to the Operator.

The Operator acknowledges and agrees that the ADR Provider may share such reports, underlying data, and supporting documentation directly with the CGA without further consent where required by law or regulatory request.

The Operator shall provide all necessary information and cooperation required to enable the ADR Provider to prepare accurate and complete reports.

8. COMMERCIAL TERMS

The Operator shall bear all direct, actual, and documented costs associated with the ADR process, including applicable fees set out in Annex A.

9. DATA PROTECTION

The ADR Provider acts as independent controller. Data retained 5 years and shared with CGA where required. By signing this agreement, the Operator is confirming that it has read and agrees with ABC-ADR's privacy policy (attached hereto as Annex C).

10. LIABILITY and INDEMNITY

i) Limited Liability

The ADR Provider shall perform its obligations under this Agreement with reasonable skill, care, and diligence and in accordance with applicable laws and regulatory requirements.

To the fullest extent permitted by law, the ADR Provider shall not be liable to the Operator for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of business, loss of goodwill, or reputational damage, whether arising in contract, tort, or otherwise.

The total aggregate liability of the ADR Provider arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total fees paid by the Operator to the ADR Provider under this Agreement in the twelve (12) months preceding the event giving rise to the claim, or the date of signing of this Agreement, whichever is the latest event, except

in cases of fraud, wilful misconduct, gross negligence, intentional breach, breach of confidentiality or data protection obligations, or any liability that cannot be limited or excluded under applicable law.

The Operator acknowledges that decisions issued by the ADR Provider are made in good faith in its capacity as an independent adjudicative body. The ADR Provider shall not be liable for the substance, outcome, or consequences of any decision, save in cases of gross negligence, wilful misconduct, or fraud.

The ADR Provider shall not be liable for any claims brought by players or third parties against the Operator, including where such claims relate to or arise from ADR proceedings or decisions.

ii) Indemnity

The Operator shall indemnify, defend, and hold harmless the ADR Provider, its directors, adjudicators, officers, employees, and agents from and against any and all claims, demands, actions, proceedings, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

(a) any breach by the Operator of this Agreement, including failure to comply with binding ADR decisions and giving rise to suspension of services;

(b) any failure by the Operator to comply with applicable laws, regulations, or directives issued by the Curaçao Gaming Authority (CGA);

(c) any act, omission, or misconduct of the Operator in relation to player activities, accounts, or transactions, including but not limited to payment disputes, bonus disputes, fraud, or responsible gaming failures;

(d) any inaccurate, incomplete, or misleading information or documentation provided by the Operator to the ADR Provider.

This indemnity shall not apply to the extent that any claim, loss, or liability arises directly from the gross negligence, wilful misconduct, or fraud of the ADR Provider.

The ADR Provider shall promptly notify the Operator of any claim subject to indemnification and shall provide reasonable cooperation in the defence thereof, at the Operator's cost.

The Operator shall not settle any claim in a manner that imposes any liability or obligation on the ADR Provider without the ADR Provider's prior written consent (not to be unreasonably withheld).

11. TERM & TERMINATION

This Agreement shall commence on the Effective Date and shall remain in force until 31 December 2026 (the “Initial Term”). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year (each a “Renewal Term”) unless terminated in accordance with this Clause. The ADR Provider reserves the right to revise its pricing applicable to any Renewal Term, subject to providing the Operator with not less than thirty (30) days’ prior written notice before the expiry of the Initial Term or any Renewal Term, provided that any such pricing revisions shall become effective only upon execution of a written amendment or addendum to this Agreement by both Parties.

In the event that the Operator does not agree to such revised pricing, the Operator may terminate this Agreement by written notice prior to the commencement of the relevant Renewal Term, in which case the Agreement shall expire at the end of the then-current term.

Either Party may terminate this Agreement for convenience by providing not less than thirty (30) days’ prior written notice to the other Party, provided that such termination shall not take effect in respect of any disputes already submitted to the ADR Provider prior to the effective date of termination. If the termination notice expressly states that the ADR Provider shall not accept any new disputes during the notice period, the ADR Provider shall comply with such instruction and shall not accept any new disputes from the date of receipt of such termination notice, unless otherwise required by applicable law or regulatory requirements.

Either Party may further terminate this Agreement with immediate effect by written notice in the event of a material breach by the other Party or if the Operator’s license is suspended or revoked by the CGA.

Upon termination of this Agreement for any reason whatsoever, all disputes submitted to the ADR Provider prior to the effective date of termination shall continue to be administered and resolved by the ADR Provider in accordance with the terms of this Agreement and the applicable rules of procedure. The Operator shall remain fully liable for the payment of all direct, actual, reasonable, and documented fees and charges arising in connection with such disputes, including any adjudication, review, or additional procedural steps required for their resolution, irrespective of the effective date of termination.

The ADR Provider reserves the right to suspend the provision of services, including the handling of ongoing disputes, in the event of non-payment by the Operator, subject to any applicable regulatory requirements.

The Operator shall be solely responsible for notifying the Curaçao Gaming Authority of any change to its appointed ADR provider and for ensuring that its website, terms and conditions, and player-facing disclosures remain accurate, up to date, and compliant with

the applicable laws and regulations of Curaçao, as well as any applicable policies, directives, or guidelines issued by the CGA.

Licensees publicly claiming to offer the ADR Provider's service without a valid subscription will incur a penalty fee equivalent to two annual subscription fees and will be reported to the CGA.

12. SEVERABILITY

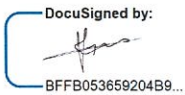
This Agreement together with its Annexes and the documents listed in Clause 3 form the entire Agreement. If any provision of this Agreement (or part thereof) is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction or regulatory authority, including the Curaçao Gaming Authority, such provision shall be deemed severed to the extent of such invalidity, illegality, or unenforceability, without affecting the validity and enforceability of the remaining provisions of this Agreement.

The Parties shall use all reasonable endeavours to replace any invalid, illegal, or unenforceable provision with a valid and enforceable provision which, to the greatest extent possible, achieves the intended commercial and regulatory purpose of the original provision.

13. GOVERNING LAW

This agreement shall be governed by the Laws of Curaçao. The jurisdiction of this Agreement shall be Malta.

The Operator

Signed:  BFFB053659204B9...

Date: 5/19/2026

Jonathan Heymans obo
Kurason Trust Curacao N.V.
Managing Director

The ADR Provider

Signed: 

Date: 5/19/2026

Sarah Tua
Director

ANNEX A to the Terms of Service Agreement dated 5 May 2026

Fee schedule and Payment terms

Date: 05.05.2026

PRICING (All pricing in euro. Quotes are valid until 31/12/2026)

Service	Number of Cases	Fee
ADR Services	-	1,000
Inadmissible Case	1	0
Additional Standard case	1	150
Additional Complex Case	1	300-500
Compliance Seal	-	-

Number of Cases : 0-50: Standard Rate

50-100 : Less 15%

100+ Custom pricing

Optional:

Other Fees: Cost per hour for legal Opinions

Reporting and Regulatory Support: Eur 250 Quarterly

Does the Operator Require this service:

Yes

No

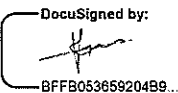
Terms of Payment:

1. ADR services are free to all players. The Operator is solely responsible for the fees and terms herein.

2. The Subscription Fee is valid until 31.12.2026 and is non-refundable. It is payable in advance and upon the signing of this agreement. Fee includes ADR appointment, platform access and compliance seal.
3. There is no charge if a complaint is deemed admissible
4. Standard cases fall within the scope of services and have a value of up to Eur 20,000 per claim and will be assigned to one adjudicator. Complex cases involve higher claims or complex technical issues wherein a board of 3 adjudicators will be appointed, and the Operator will be notified in advance.
5. Standard and Complex cases are invoiced monthly in arrears. All admissible cases are subject to payment. Payment is to be effected within 10 business days from invoicing. An 1% p.a interest rate shall apply for late payments. In the event of non-timely payment, the ADR Provider shall immediately suspend all services under this Agreement.
Without prejudice to any other rights or remedies available to it, the ADR Provider shall be entitled to suspend, in whole or in part, the provision of its services under this Agreement where the Operator fails to pay any undisputed amount due under any invoice by the applicable due date. Unless otherwise agreed in writing, all invoices shall be payable within ten (10) business days from the date of issue.

Where payment remains outstanding, the ADR Provider may, without need for further written notice to the Operator, suspend the acceptance of new disputes and/or the progression of ongoing disputes until such time as all outstanding amounts are paid in full. The ADR Provider shall use reasonable efforts to ensure that any suspension is implemented in a manner that takes into account applicable regulatory requirements and the fair handling of player complaints. For the avoidance of doubt, any suspension of services pursuant to this Clause shall not relieve the Operator of its obligation to pay any outstanding fees, nor shall it constitute a waiver of any rights of the ADR Provider under this Agreement. The ADR Provider shall not be liable for any delays, consequences, or regulatory implications arising from such suspension, and the Operator acknowledges that continued access to ADR services is a regulatory requirement under the applicable laws and oversight of the Curaçao Gaming Authority. The ADR Provider reserves the right, as a condition for the resumption or continuation of services, to require advance payment, a minimum account balance, or other reasonable financial security from the Operator.

The Operator

Signed:  BFFB053659204B9...

Date: 5/19/2026

Jonathan Heymans obo
Kurason Trust Curacao N.V.
Managing Director

The ADR Provider

Signed: 

Date: 5/19/2026

Sarah Tua
Director

ANNEX B to the Terms of Service Agreement dated 5 May 2026

Rules of Procedure (Applicable to Licensed Gaming Operators)

Date: 05.05.2026

1. Scope and Purpose

The ABC-ADR Rules of Procedure govern the procedures applicable to the resolution of both domestic and cross-border disputes between consumers (players) and licensed gaming operators through an Alternative Dispute Resolution (ADR). The ADR mechanism serves as a free, fair, independent and impartial forum for resolving disputes without recourse to court proceedings.

2. Definitions

ADR Entity: A neutral body engaged in resolving disputes between players and gaming operators.

Consumer/Player: A registered player with a licensed operator.

Operator: A B2C gaming license holder.

Dispute: A disagreement relating to the operator's services, decisions, terms or conduct which is not resolved to the consumer's satisfaction through the internal complaint process.

Parties: The Consumer/Player and the Operator.

3. Eligibility and Admissibility of Disputes

Disputes are admissible when:

- The player has first attempted and completed a resolution via the operator's complaints process.
- The dispute is confirmed to be transactional or contractually linked to operator and is submitted within any applicable legal period from the date of the cause of the original complaint.

Disputes are inadmissible if:

- They are frivolous or vexatious.
- The consumer is under 18 or legally incapacitated and unrepresented.
- The dispute is already being or has been already considered by another competent court, ADR or adjudicating body and/or when the player is resurrecting a dispute

which was terminated by another ADR due to lack of engagement or for reasons of conflict of interest.

- It falls a) outside the jurisdiction of the licensee, or b) is outside the acceptable parameters set by the Operator, or c) is outside the scope of the definition of a dispute, or d) is of a degree of high complexity which would render a court of law more suited for the dispute at hand.
- The dispute is brought by the Operator against the player.
- The Operator withdraws or is not registered with ABC-ADR.

4. Procedure for Filing and Handling Disputes

A. Submission

Players can submit, free of charge, a completed claim form via online platform or via email address provided on the site. This marks the start of the ADR process. The players are responsible for the completeness of their claim and to provide ABC-ADR with all substantiating documentation for a clear and in depth understanding of their claim.

Once the player has submitted a claim, the claim will be assessed for admissibility.

B. Acknowledgment and Admissibility

I) Acknowledgement of Receipt

ABC-ADR will always acknowledge a receipt to the player of his/her submission of a dispute.

II) Admissibility Assessment

Upon receipt of all required documentation, ABC-ADR shall proceed to assess whether the dispute meets the admissibility criteria under these Rules of Procedure.

A dispute may be declared inadmissible at the outset or may subsequently become inadmissible during the course of the proceedings.

If a dispute is deemed inadmissible at the outset or becomes so during the proceedings, the Player/Parties shall be notified of the determination in writing without delay, together with the reasons thereof.

Where a dispute is deemed admissible, ABC-ADR shall proceed with an independent, fair, and impartial assessment of the dispute based on the information and documentation provided by the Parties.

III) Registration and Assignment

Admissible disputes shall:

- be assigned a unique reference number; and
- be allocated to an adjudicator or adjudication panel.

The assigned adjudicator(s) shall notify both the Player and the Operator of the assignment within three (3) business days.

IV) Requests for Additional Information

ABC-ADR may request additional documentation, evidence, or clarifications from the Player where necessary for the proper assessment of the dispute. The Player shall submit the requested information within the timeframe specified by ABC-ADR.

The Operator shall also be given a specified timeframe within which to submit all documentation, evidence and related materials in support of its position.

C. Communication

All correspondence within the ADR proceedings shall be conducted in writing.

ABC-ADR generally operates on the principle of procedural transparency. Unless expressly classified as confidential information, correspondence within the ADR proceedings, including any submissions, evidence, reports and documents may be shared with both Parties.

Confidential Information, generally includes, but is not limited to, information relating to third parties, commercially sensitive information and confidential internal measures or compliance processes adopted by the Operator. This information will be treated as confidential by ABC-ADR and will not be disclosed to the other Party, unless as is strictly necessary.

I) Communication Channel During Proceedings

Once a claim has been formally accepted by ABC-ADR, all communications relating to the dispute shall be conducted exclusively through ABC-ADR.

The Parties shall refrain from directly contacting each other in relation to the subject matter of the dispute, during the pendency of the dispute proceedings.

II) Language of Proceedings

The language of the ADR proceedings shall be in English.

ABC-ADR may, additionally and at its discretion, accept claims and/or facilitate communication in additional languages, including French, Italian, German and Spanish. In the event of any inconsistency, the English version shall prevail.

It is the sole responsibility of the parties to provide and maintain ABC-ADR with an up-to-date correspondent email address for all or any notifications under these procedures. ABC-ADR cannot be held liable for any delays due to such default.

III) Contact Details and Responsibility

Every Party needs to provide ABC-ADR accurate and up-to-date contact details, including a valid correspondence email address for the purpose of receiving communications and notifications during the ADR process. Each party is solely responsible for this.

ABC-ADR shall not be held liable for any delay, non-receipt, or procedural disadvantage arising from a Party's failure to maintain accurate contact information.

D. Investigation and Determination

ABC-ADR assesses and clarifies the information and documentation provided by the Parties.

I) Scope of Assessment

ABC-ADR does not conduct independent investigations. Its determination is based solely on:

- the submissions and evidence provided by the Parties;
- the applicable contractual terms; and
- any relevant laws, regulations, and licensing standards.

II) Completeness of Submission

The completeness and timely submission of documentation by the Parties is of utmost importance and essential to the proper determination of the dispute.

ABC-ADR is not obliged to accept or consider documentation submitted from either Party after the expiry of the prescribed deadlines.

Where ABC-ADR determines that substantial documentation is missing in order to provide a fair decision, it may, at its sole discretion, request either or both parties to submit further documentation within a specific timeframe. Unless such an express request was made, no additional documentation submitted outside the prescribed timelines shall be taken into consideration.

III) Clarifications

ABC-ADR may, at any stage of the proceedings, request clarifications from either Party in relation to documents or submissions already provided.

IV) Failure to Cooperate

Where a Party fails to provide requested information or documentation within the timeframe specified by ABC-ADR, ABC-ADR may proceed to determine the dispute on the basis of the information available on record.

ABC-ADR shall not be liable for any consequence arising from a Party's failure to comply with procedural directions or requests issued under these Rules.

V) Mediation Sitzings

At the sole discretion of ABC-ADR, in appropriate and exceptional cases, and upon the joint request of both Parties, ABC-ADR may, in the interest of efficiency and dispute resolution, facilitate non-binding mediation sittings.

Such mediation shall:

- take place online in a secure forum;
- be conducted under the supervision of ABC-ADR;
- be recorded by ABC-ADR; and
- have minutes prepared and retained by ABC-ADR.

Participation in mediation does not prejudice the continuation of the adjudicative process unless a settlement is reached.

E. Decision Timeline

ABC-ADR is committed to completing the process within 90 days from receipt of all documents by the parties. However, delays and complex issues may be grounds an extension.

The player will also have the option to withdraw from ABC-ADR proceedings at any time, provided written notice is given to ABC-ADR who will notify the operator within 48 hours of the player's withdrawal. Once withdrawn, the player may not reinstitute ADR proceedings based on the same dispute.

F. Outcome

The ultimate goal of ABC-ADR is to reach a timely and smooth amicable settlement between the operator and the player. The decision of ABC-ADR will include a summary of the dispute, legal basis for the decision, and actions to be taken by either or both of the Parties.

Outcomes are binding on the Operator. They do not however waive the player's right to seek further recourse to court.

The decision will be based on ABC-ADR's principles of fairness, impartiality and independence from the Parties. In order to render its decision, ABC-ADR will, non-exhaustively, make reference to the documents submitted by the Parties, the relevant

legislation applicable in the licensee's jurisdiction, the Operator's terms and conditions and any applicable license conditions.

Every decision shall be taken by at least one independent expert adjudicator. Each expert shall be required to confirm their independence upon receipt of a competent claim.

The decision shall be communicated to both Parties and shall not be made public.

5. Representation

Legal representation is not mandatory. Players may be represented by a third party (lawyer, parent/guardian) provided that sufficient proof of representation is submitted.

Minors under 18 years of age and/or incapacitated players are obliged to be represented.

6. Confidentiality

The Parties must keep the details of the proceedings confidential. ABC-ADR will process data in accordance with local data protection laws. All reports, communications, documents and information received during the dispute proceedings will be kept confidential and ABC-ADR will not be required and/or compelled to produce the same in any third party competent adjudicating body, including any other ADR or Court of Law, saving the decision on the dispute.

Decisions may be anonymized and published for transparency.

7. Non-Cooperation

If the Operator fails to respond to requests made by ABC-ADR:

- ABC-ADR may decide based on available evidence.
- ABC-ADR may report non-cooperation to the relevant authorities.

If the Player fails to respond to requests made by ABC-ADR:

- ABC-ADR may decide based on available evidence.
- ABC-ADR may deem the claim inadmissible.

8. Fees

ABC-ADR is free of charge to players. Operators are subject to a fee structure agreed with ABC-ADR.

9. Reporting

ABC-ADR retains reports of all disputes. ABC-ADR may be required to periodically report on disputes to relevant authorities, including metrics on volume, resolution times, outcomes, and trends. Some jurisdictions impose this reporting obligation on the Operator. ABC-ADR

facilitates this obligation of the Operator by providing timely statistics to the Operator with regards to dispute proceedings and outcomes submitted to ABC-ADR.

10. Legal Effect

Saving Article 4(f), the decision of ABC-ADR is final.

11. Certification

ABC-ADR is licensed by the Curacao Gaming Authority, with license number CGA-ADR-2025-02.

ANNEX C to the Terms of Service Agreement dated 5 May 2026

GDPR Privacy Notice

ABC-ADR Limited

Date: 05.05.2026

1. Data Controller

ABC-ADR Limited, a company registered in the U.K. (the "Controller", "we", "us", or "our"), acts as the data controller.

This Privacy Notice is issued in the context of Alternative Dispute Resolution (ADR) services provided in line with applicable regulatory frameworks, including expectations aligned with gaming authorities.

Contact: info@abc-adr.com

2. Purpose of Processing

We process personal data strictly for the purpose of:

- administering and resolving disputes submitted to our ADR platform;
- assessing evidence, claims, and submissions from parties;
- ensuring fair, independent, and transparent dispute resolution;
- communicating decisions and case updates;
- complying with legal and regulatory obligations, including reporting obligations;
- maintaining auditable records of ADR proceedings.

We do not process personal data for marketing or unrelated commercial purposes.

3. Categories of Personal Data

We may process:

- identification data (name, ID/passport, company information);
- contact details (email, phone);
- dispute-related submissions and evidence;
- financial and transactional data relevant to disputes;
- communications between parties;

- decisions and adjudication records;
- special category data where submitted as part of a dispute (for example, health data);
- any other data voluntarily provided.

4. Legal Basis for Processing

Under Article 6 GDPR:

- processing is necessary for the performance of a contract (ADR services);
- compliance with legal obligations;
- legitimate interests in conducting fair dispute resolution.

Special category data (Article 9 GDPR):

- processed under Article 9(2)(f): establishment, exercise, or defence of legal claims;
- or explicit consent where applicable.

5. Data Sharing

Personal data may be shared with:

- appointed adjudicators or decision-makers bound by confidentiality;
- parties involved in the dispute, strictly on a need-to-know basis;
- regulatory authorities, including competent gaming regulators where required;
- service providers acting as processors, such as IT, hosting, and case management systems;
- professional advisors.

All processors are subject to Data Processing Agreements and confidentiality obligations. Sub-processors are engaged under appropriate safeguards.

6. Independence and Confidentiality

ADR proceedings are conducted independently and impartially. All personal data is handled under strict confidentiality and is accessible only to authorised persons involved in the resolution process.

7. International Transfers

Where personal data is transferred outside the EEA, appropriate safeguards are implemented, including Standard Contractual Clauses or adequacy decisions.

8. Data Retention

Personal data is retained:

- for the duration of the ADR process;
- for a defined period thereafter to comply with regulatory, audit, and legal requirements;
- as necessary for the establishment or defence of legal claims.

Retention periods are determined based on regulatory expectations and legal obligations.

9. Data Subject Rights

Individuals have the right to:

- access their data;
- request rectification;
- request erasure, subject to legal limitations;
- restrict processing;
- data portability;
- withdraw consent where applicable.

Requests: info@abc-adr.com

Note: Certain rights may be restricted where necessary to preserve the integrity of ADR proceedings or comply with legal obligations.

10. Complaints

Individuals may lodge complaints with a supervisory authority.

11. Security

We implement appropriate technical and organisational measures, including:

- access controls;
- data minimisation;
- secure storage;

- audit logging;
- confidentiality controls.

12. Regulatory Compliance

Our ADR processes are designed to align with applicable regulatory frameworks, including expectations relating to fairness, transparency, independence, and proper record-keeping.

13. Updates

This Notice may be updated periodically. The latest version will be published on our website.

14. Contact

ABC-ADR Limited

Email: info@abc-adr.com