

Player Complaints Policy

This Policy is written in English. Translations are available in Chinese, Turkish, and Hindi. In case of any discrepancy, the English version shall prevail.

1. Policy Overview

The Operator is committed to fostering a transparent, fair, and efficient framework for the handling of player complaints and disputes. This Player Complaints Policy ("Policy") is established in accordance with Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, "LOK"), under the oversight of the Curaçao Gaming Authority (CGA). Adherence to this Policy is a condition of the Operator's license under the LOK, and failure to comply may result in enforcement action by the CGA. The Policy guarantees players access to an effective complaint resolution process, including free Alternative Dispute Resolution (ADR) services as mandated by the CGA. This Policy is incorporated by reference into the Operator's Terms and Conditions and is made available on the Operator's website. It is issued based on regulatory requirements and does not override any applicable private law (for example, the provisions of Book 6 of the Civil Code of Curaçao on general terms and conditions). The Operator remains responsible for compliance with all relevant civil law obligations and recommends that players seek independent legal advice for any issues beyond the scope of this Policy. In accordance with Article 5.3 of the LOK, the CGA may introduce additional rules or guidelines regarding player complaints and ADR processes from time to time, which will be published on the CGA's website. The Operator will update this Policy as necessary to remain compliant with any such future requirements, and any revised versions of the Policy will be made available to players (and provided to the CGA as required).

2. Definitions

2.1 Player Interaction: Any written communication initiated by a player and directed to the Operator's customer service team, including general inquiries, feedback, or requests for information, assistance, or clarification. 2.2 Complaint: A written expression of dissatisfaction by a player regarding the Operator's services, decisions, terms, or conduct, indicating that the player expects a response or resolution. For reporting purposes (see Section 6), an issue is officially deemed a "Complaint" once the player has submitted a Complaint Submission Form or the complaint has been escalated to ADR. 2.3 Dispute: A complaint that has not been resolved to the player's satisfaction through the Operator's internal process and has been escalated either within the Operator's organization or to an independent third party (such as an ADR provider or a court of law).

3. Complaint Submission Process

3.1 Complaint Window

1. This Policy applies to all players using the Operator's services under a license issued pursuant to the LOK, effective from the date of license issuance (and, for any Operator previously under the NOOGH regime, from the issuance of a green or orange dynamic seal).
2. Players may lodge a complaint free of charge at any time up to six (6) months after the settlement of the bet or the incident that gave rise to the complaint.
3. For peer-to-peer games (such as poker) or ante-post fixed-odds betting, the six-month period begins after the bet is settled or the relevant event has concluded, rather than on the date the wager was placed.
4. In the case of complaints related to in-running (live) sports betting, players are advised to act promptly (within the six-month window) because data necessary for investigating such complaints may not be retained beyond a short period due to the dynamic nature of in-running betting.

3.2 Stages and Escalation of Complaint Resolution

1. Eligibility: Only the registered account holder (player) may file a complaint. Pursuant to Article 1.3(c) of the LOK, a player is not permitted to sell, lease, transfer, or assign any claims against the licensed Operator to third parties.
2. Initial Contact: Players should first contact the Operator's customer support team (via email or live chat) to attempt an immediate resolution of the issue.
3. Formal Complaint Submission: If the issue is not resolved through initial contact, the player may submit an official Complaint Submission Form. This form is available either as a downloadable document (to be completed and emailed or uploaded) or as an online form on the Operator's website. At minimum, the form will require the player's full name and address, account number (username) if applicable, the date of the complaint and the date of the event in dispute, and a description of the issue (with an appropriate category selection). The form is provided in English as well as the primary language of the website domain the player is using. The Operator may request reasonable supporting documentation from the player if needed to resolve the complaint.
4. Escalation to ADR: If the complaint remains unresolved to the player's satisfaction after the internal process, the player has the right to escalate the matter to an independent ADR provider (see Section 5). The Operator will bear all costs of the ADR process, so the ADR service is provided at no cost to the player.
5. Legal Recourse: Except where a specific ADR settlement has been mutually agreed to as final, the Operator will not restrict the player's right to seek legal recourse. The player retains the right to pursue legal action in court at any time, independently of this complaints process.

3.3 Role of the Curaçao Gaming Authority (CGA)

- The Operator's Terms and Conditions clearly explain the role of the CGA, emphasizing that the CGA does not mediate or resolve individual player complaints related to gambling transactions.
- The CGA will not intervene in or make decisions on any player complaint regarding the Operator's gambling services.
- Unless a complaint is deemed to have been handled inadequately by the Operator or the ADR provider, decisions made by the Operator (or an ADR provider) will not be overturned or reviewed by the CGA.
- The Operator will not hinder or restrict a player from contacting the CGA about issues such as alleged operator malpractice, breach of license conditions, or other regulatory concerns (e.g. whistleblowing).
- While the CGA will not intervene in individual disputes, it may use information from complaints to inform its supervisory and enforcement activities.

4. Complaint Resolution Process

4.1 Timeline: Responsible Gaming Complaints

Complaints related to Responsible Gaming (for example, issues involving self-exclusion, cooling-off periods, or the protection of vulnerable players) are prioritized due to their potential impact on player well-being.

- Initial Response (within 2 business days): Within two business days of receiving a responsible gaming-related complaint, the Operator will confirm receipt of the complaint in writing, provide an explanation of how the complaint will be processed, and inform the player of the expected timeline for resolution.
- Resolution: The Operator will endeavor to resolve responsible gaming complaints within five (5) business days. If more time is needed to reach a fair decision, the player will be notified of the delay in writing, and any such delay will not exceed an additional two (2) weeks. If a delay in resolution is caused by the player's own slow response or failure to provide information, the resolution period may be extended by up to an additional two (2) weeks beyond the initial delay period.

4.2 Timeline: All Other Complaint Types

- Initial Response (within 1 week): Within one week of receiving any other type of complaint, the Operator will acknowledge receipt of the complaint in writing, explain how the complaint will be handled, and inform the player of the average expected timeline for resolution.
- Resolution: The Operator will provide a final response or resolution to the complaint within four (4) weeks of receiving it. If additional time is required due to the complexity of the issue or incomplete information, the resolution period may be extended once by up to four (4) additional weeks, with written notice to the player explaining the reason for the extension.

4.3 Response and Resolution

1. Final Determination: The player will receive a final determination of the complaint in writing. This response will either (a) provide a reasoned assessment of the outcome with supporting evidence, if applicable, or (b) detail the reasons for not addressing or rejecting the complaint. Note: If the Operator required additional information to investigate the complaint and the player did not provide it within the initial response period, the Operator may reject the complaint on that basis.
2. Right to ADR: If the player remains dissatisfied with the outcome, the final response will inform the player of the right to escalate the matter to an independent ADR entity for further review (see Section 5 below for details on the ADR process).

4.4 Artificial Intelligence (AI)

The Operator may utilize AI systems to assist in managing complaints, subject to the following limitations:

- Complaints identified as Responsible Gaming-related (Section 4.1) must be handled exclusively by human representatives (no AI involvement in communications).
- Complaints that are reasonably deemed complex by the Operator will be handled by human staff and not by AI.
- Any AI-generated recommendations or responses will be monitored by the Operator to ensure they are reasonable, fair, and consistent across similar complaints. The Operator remains responsible for the final decisions on all complaints handled with AI assistance.

5. Alternative Dispute Resolution (ADR)

- The Operator offers access to independent ADR services in compliance with its licensing conditions under the LOK and the CGA's ADR policy. This means that if a complaint cannot be resolved internally, the player has the option of having the dispute reviewed by an external ADR entity.
- Full details of the ADR procedure are provided in the Operator's Terms and Conditions (including the name and contact information of the designated ADR provider).
- The Operator will enter into an agreement with at least one CGA-certified ADR provider and upload this agreement to the CGA's online portal within one month of the CGA announcing its list of certified ADR providers.
- If a complaint remains unresolved after the Operator's internal process, the player may escalate the complaint to the independent ADR provider. The ADR service is free of charge to the player (all ADR fees are borne by the Operator).
- Once an ADR process is concluded, neither the player nor the Operator may restart or refer the same dispute to a different ADR entity. If a player withdraws from an ADR process after it has begun, the player cannot resubmit the same complaint for ADR at a later date.
- The Operator may set certain parameters for use of ADR in order to prevent abuse of the process (for example, it may require that ADR is attempted before court action, or impose a reasonable minimum claim value for ADR, etc.), but any such conditions will be clearly disclosed and will comply with applicable law. The CGA will evaluate

whether any such operator-imposed conditions are justified and fair. For instance, a complaint involving the admission of a self-excluded player must be taken seriously by the Operator regardless of the monetary value of the claim. (In all cases, providing access to ADR is mandatory under the license conditions.)

6. Record-Keeping and Reporting

Periodic Reporting: The Operator will submit semi-annual reports to the CGA on January 15 and July 15 of each year (starting January 15, 2026) summarising the complaints received during the preceding half-year. Each report will include data on:

The total number of complaints received via the Complaint Submission Form.

The number of complaints resolved, with details of how many were upheld in the player's favor and how many were rejected.

The number of complaints that remained pending or unresolved at the end of the reporting period.

A breakdown of complaints by category/type (e.g. deposit issues, game fairness, responsible gaming, etc.).

The number of complaints escalated to ADR.

The number of complaints that led to legal action by the player, and brief details of such cases.

Record Retention: Records of any unresolved complaints, as well as complaints that have been escalated to ADR or to legal proceedings, will be retained by the Operator for a minimum of five (5) years, or longer if required by applicable data protection laws or statutes of limitation.

Regulatory Access: The CGA reserves the right to request access to the Operator's complaint records and dispute case files at any time for oversight and regulatory purposes. The Operator will fully cooperate with the CGA in any such review or audit of its complaints handling.

7. Terms and Conditions

The Player Complaints Policy is readily accessible on the Operator's website as a standalone document, and it is expressly referenced within the Operator's Terms and Conditions. In these resources, players are provided with at least the following information:

- How to contact the Operator's customer support (e.g. email address, live chat link) for assistance or to raise an issue.
- Instructions on how to submit a formal complaint, including links to the Complaint Submission Form (available online and as a downloadable form).
- The expected timelines for the Operator's acknowledgment of a complaint and for resolving different types of complaints.

- A clear explanation of the player's right to lodge a complaint and the right to escalate unresolved complaints to an ADR provider, as well as the right to contact the regulator (CGA) with regulatory concerns.
- An explanation of the potential consequences of an ADR decision and how it may affect the player's rights to pursue further legal action (for example, whether the ADR decision is binding or the impact it has on court proceedings).
- Details about the ADR process and the rights of the player during ADR proceedings.
- Contact information for the ADR provider(s) that the Operator has appointed.
- A statement that the CGA does not intervene in individual disputes, but that players may contact the CGA if they believe the Operator is acting in breach of regulatory requirements.

8. Reasons for Complaint

Players have the right to complain about any aspect of their relationship with the Operator or their use of the Operator's services. Common reasons for player complaints include (but are not limited to) the following:

1. Deposit issues – problems depositing funds into the player's account (e.g. payment processing errors).
2. Withdrawal issues – delays or problems withdrawing funds or receiving payouts.
3. Bonus terms and conditions – disputes regarding promotional bonus rules or their implementation.
4. Account closures or restrictions – complaints about accounts being closed, suspended, or subjected to limits by the Operator.
5. Alleged errors or unfairness in game outcomes – perceived mistakes in game results or outcomes that a player believes are unfair or incorrect.
6. Responsible gaming issues – concerns related to self-exclusion, time-out/cooling-off periods, or the targeting of vulnerable players.
7. Treatment of player balances – how the Operator manages or returns player funds (for example, if an account is closed).
8. KYC and verification processes – issues with identity verification or Know-Your-Customer procedures (e.g. delays in account verification).
9. Data protection concerns – misuse of personal data or other privacy-related complaints.
10. Technical or software issues – bugs, glitches, or technical failures that affected gameplay or bets.
11. Anti-Money Laundering (AML) concerns – disputes related to anti-money laundering procedures, such as source of funds requests or transaction monitoring.
12. Issues involving minors – any incident where underage individuals might have been involved or the Operator's failure to prevent underage gambling.
13. Fraudulent games – allegations that a game offered was fraudulent or rigged.
14. Fraudulent operator practices – allegations of fraudulent, deceptive, or unethical behavior by the Operator.
15. License or regulatory compliance issues – concerns that the Operator is not operating in accordance with its licensing conditions or regulatory obligations.
16. Unfair terms and conditions – claims that certain terms in the Operator's rules or policies are unfair or not adequately disclosed.

9. Transition Deadline

This Player Complaints Policy will be uploaded to the CGA's regulatory portal no later than July 31, 2025, in compliance with the CGA's transition requirements for licensed operators.

10. Contact Information

- Operator Customer Support: For any questions, assistance, or to submit a complaint, players should contact the Operator's support team (e.g. via the support email address or live chat on the website). The contact details are provided on the Operator's website and in the Terms and Conditions.
- Curaçao Gaming Authority (CGA): If a player has a concern about potential regulatory breaches or misconduct by the Operator, they may contact the CGA. The CGA's official website (www.cga.cw) provides information and an online form for reporting such issues. (Note: The CGA does not resolve individual gambling disputes, but it will review regulatory complaints and take action as necessary.)

The Operator is dedicated to ensuring a fair, transparent, and timely complaint resolution process. This Policy underscores the Operator's commitment to player protection and regulatory compliance, and the Operator will continue to cooperate fully with players, ADR entities, and the CGA to address and resolve complaints in line with all applicable requirements.