

Exedra N.V.

COMPLAINT HANDLING PROCEDURE

V. 2.0 - JULY 2025

Revision History

Version#	Effective date	Approving official	Responsible officer	Next review date	Comments
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1. Introduction

This Player Complaints Policy (Policy) sets out how Players may lodge, manage, and resolve Complaints arising from the services provided by EGB. It is drafted to satisfy Article 5.3 of the National Ordinance on Games of Chance (LOK) and the Curaçao Gaming Authority's Player Complaints Policy Guidelines.

Before invoking the formal Complaint process, Players are encouraged to seek an informal resolution via live chat or email support of the issue arising, without prejudice to their rights under this Policy.

This Policy is binding on all Players and on any EGB officers, employees, agents, or third parties involved in complaint handling.

2. Definitions

"EGB" means Exedra N.V., a Curaçao-incorporated company (Reg. No. 139149) with its registered office at Groot Kwartierweg 10, Livestrong Building, Curaçao. EGB holds Curaçao gaming licence OGL/2024/1277/0496 issued by the CGA.

"CGA" means the Curaçao Gaming Authority, the regulatory body supervising licensed gaming operators.

"Agreement" means the EGB Terms and Conditions (available at https://egb.com/public/terms_and_conditions), which govern the relationship between EGB and each Player.

"Games of Chance" means any game in which one or more players, in exchange for the payment of money or monetary value, compete for prizes in the form of money or monetary value, and where the outcome is determined either solely by chance or by a combination of chance and the player's insight or skill, without any significant ability for the player to influence the outcome.

"Player" means any individual who has participated in a Game of Chance offered by EGB, has registered an account with EGB, has entered into the Agreement with EGB, remains in compliance with the Agreement, and, in lodging the Complaint, is acting in accordance with the requirements of reasonableness and fairness as outlined in Articles 2 and 248 of Book 6 of the Civil Code of Curaçao.

"Complaint" means a written expression of dissatisfaction related to EGB's services or operations, submitted by a Player using the Complaint Submission Form and satisfying all qualifying criteria and requirements outlined in this Policy.

"Complaint Submission Form" means the form attached as Exhibit 1 and available on request from the EGB Support or Security team.

3. Submitting a Complaint

3.1. Eligibility and Time Limit

Complaints shall relate to:

- a) deposit, withdrawal, or account balances issues,
- b) bonus terms,
- c) account restrictions, suspensions or closures,

- d) alleged errors or unfair game results,
- e) responsible gaming,
- f) KYC/AML procedures,
- g) data protection,
- h) technical issues,
- i) fraudulent games or practices,
- j) alleged regulatory breach.

Claims outside of the above categories, or those that fall outside the Player's direct contractual relationship with EGB, will not be subject to this Policy (e.g., complaints about customer service quality or the refusal to accept a bet). Such claims will be assessed on their merits and responded to, but they will not be handled under this Policy.

Only the Player may submit a Complaint. Complaints cannot be lodged on behalf of a Player, and the right to complain cannot be assigned or otherwise transferred.

While EGB strives to treat all Complaints fairly and transparently, it reserves the right to manage Complaints in accordance with the terms of this Policy and may reject any Complaint that:

- a) does not meet the submission requirements (see Article 3.2);
- b) fails to meet standards of reasonableness and fairness;
- c) is deemed to be initiated in bad faith;
- d) is fraudulent, vexatious, or unsubstantiated; or
- e) falls outside the scope of a valid dispute.

Complaints must be submitted within six (6) months from the date of the relevant incident or bet settlement. Complaints filed after this period will not be considered.

For in-play betting, Players are advised to act promptly due to the nature of such betting, as investigations may rely on data specific to the Complaint which may no longer be available to EGB.

A Complaint is considered officially filed once it fulfills all qualifying criteria and requirements set out in this Article 3.

A Player may lodge a Complaint only once in relation to the same subject matter. Any subsequent or duplicative Complaints will be automatically dismissed.

3.2. Submission Requirements

All Complaints must be submitted in writing, using the signed Complaint Submission Form (available in English as a text file). The form will be provided to the Player upon request.

To be valid, a Complaint must include:

- a) the Player's full name, address, and place of residence;
- b) account number, login name, or email address registered with EGB;
- c) the date of the Complaint and the date of the incident;
- d) a detailed description of the issue;
- e) recent proof of address and identity (not older than 3 months), certified and translated into English;
- f) any relevant supporting documents.
- g) URL
- h) Disputed Amount

Any Complaint will be rejected if:

- a) it is submitted without the required information listed above;
- b) any information under (a) or (b) does not match EGB's records, including registration data or KYC results; or
- c) it is not submitted via the official Complaint Submission Form requested by the Player.

Upon receiving this Complaint Submission Form, the Complaint becomes a Reportable Complaint. Depending on the nature of the Reportable Complaint, the designated customer support team member shall respond to the Customer.

The Company will provide the customer support function through a system designed to manage the support tickets, complaints, feedback and suggestions submitted by Customers. Initially, all customer support will be done through email, helpdesk chats and/or communication via telephone.

The Customer will receive a final conclusion of their Reportable Complaint, which can entail:

- A final assessment of the outcome/resolution of the Reportable Complaint;
- Detailed reasons for not handling the Reportable Complaint.

In case the Customer is not satisfied with the resolution and makes a further Complaint to that effect, the Customer can escalate the matter to an independent ADR entity. Once the Customer informs the Company about the desire to escalate the matter to the ADR, the Company will provide the details of the ADR.

4. Complaint Handling Process

4.1 Timeframe Responsible Gaming Complaint

If the Reportable Complaint by the Customer is related to responsible gaming, such as complaints about self-exclusion, cooling-off period, gaming addiction, then the Company will use its best efforts to resolve these cases within five (5) business days.

Within two (2) business days of receiving the Reportable Complaint, the Company will acknowledge receipt of the Complaint in writing, explain the process by which it will be handled, and inform the Customer of the average expected timeline for resolution.

In case more time is needed to make a reasonable and informed decision, the Customer will be informed about the delay. The Company commits to providing a response within two (2) weeks. However, if a delay is caused due to lack or slow response from the Customer, the resolution period may be extended by another two (2) weeks.

4.2 Timeframe other Complaints

Although the process is similar to responsible gaming complaints, the timeline is different.

Within one (1) week of receiving the Reportable Complaint, the Company will acknowledge receipt of the Complaint in writing, explain the process by which it will be handled, and inform the Customer of the average expected timeline for resolution.

In case more time is needed to make a reasonable and informed decision, the Customer will be informed about the delay. The Company commits to providing a response within four (4) weeks.

However, if a delay is caused due to complexity, or lack or slow response from the Customer, the resolution period may be extended with another four (4) weeks.

5. Alternative Dispute Resolution

In all instances of communication, the customer support team shall readily be available to its Customers the applicable procedure for forwarding the Reportable Complaint to an Alternative Dispute Resolution (ADR) entity.

The Company will be engaging an independent ADR entity in Curaçao, approved by the CGA.

The dispute resolution procedure at the ADR is free of charge, independent of the A Player may not submit a Complaint to an ADR provider without first completing the EGB Complaint handling process set out in Article 4.

A decision of an ADR entity is binding on both the Company and the Customer who submitted the Reportable Complaint. The Customer can only bring Reportable Complaints to an ADR if:

- the value of the Reportable Complaint is more than EUR 5.000, - or
- if the Reportable Complaint pertains to a Responsible Gaming complaint.

A Complaint is eligible for ADR if all the following conditions are met:

- a) the Player has fulfilled all eligibility and submission requirements under Article 3;
- b) the Complaint has been reviewed and responded to by EGB in accordance with Article 4;
- c) the Player is dissatisfied with EGB's final response;
- d) the direct subject matter of the Complaint concerns the Player's deposit, withdrawal, or winnings;
- e) the monetary value of the deposit, withdrawal, or winnings is at least five thousand euros (€5,000); and
- f) the subject matter of the Complaint occurred after the lapse of thirty (30) days from the publication of the list of Certified ADR Providers on the CGA's official website.

EGB reserves the right to refer complaints to ADR at its discretion, even if the Player has not initiated the process or if the Player does not meet the above criteria.

In the cases described above, EGB will bear the ADR-related fees. A Player may also submit a Complaint to ADR even if it does not meet the above eligibility criteria; however, in that case, the Player shall bear all related fees and expenses.

In cases where an ADR process is initiated by the Player, the Player must compensate EGB for ADR-related fees and reasonable expenses within seven (7) days following the ADR decision, if:

- a) the Player abandons the ADR process;
- b) the Complaint is rejected by the ADR provider; or
- c) the Player initiates court proceedings on the same matter after completion of the ADR process.

The parties shall agree on whether to use a determinative (Binding Expert Determination) or advisory (Non-Binding Expert Evaluation) ADR process. If no agreement is reached, the process will proceed as advisory.

Once the ADR process is started the same Complaint cannot be revived or re-submitted to any ADR provider.

A Player who abandons the ADR process forfeits the right to pursue it further.

The ADR procedure does not eliminate the possibility for Customers to bring proceedings against the Company to any Curaçao Courts instead of opting for an ADR procedure.

6. CGA Role and Limitations

The CGA does not mediate individual Complaints and will not intervene in their resolution.

Complaints are not appealable to the CGA.

The Player may either follow the ADR process outlined in this Policy or pursue redress through appropriate legal channels. CGA can be contacted by the Customer with regards of matters such as malpractice, breach of license conditions or whistle blowing.

7. Artificial Intelligence in Complaint Handling

EGB may use artificial intelligence (AI) tools to assist in the processing of Complaints, except in the following cases::

- a) Complaints involving responsible gaming matters,
- b) Complaints classified as complex.

All AI-generated outcomes will be reviewed by human staff to ensure compliance with internal standards, as well as consistency and fairness in Complaint resolution.

8. Record-Keeping and Reporting

EGB will report aggregated Complaint data to the CGA twice a year, on January 15 and June 15, using the form and format specified by the CGA.

Such reports will include:

- the total number of submitted Reportable Complaint;
- the total number of settled Complaints (whether upheld or rejected);
- the number of pending or unresolved Complaints;
- the number of Complaints per category (Responsible Gaming or other Complaints);
- the number of Complaints referred to the ADR;
- and the number and detail of Complaints for which the Customer has taken legal action.

Complaint records, including those escalated to ADR or legal proceedings, will be retained by EGB for a period of five (5) years, unless a longer retention period is required under applicable data protection or limitation laws.

The CGA may request access to Complaint records, and such access will be granted upon request..

9. Terms and Conditions Integration

This Policy is incorporated by reference into the EGB's Terms and Conditions, which are made available on the EGB website at: https://egb.com/public/terms_and_conditions.

10. Contact

For all Complaint-related matters, Players may contact:

Support Team: support@egb.com

Security Team: security@egb.com

11. Modifications

EGB reserves the right to amend this Policy at any time, including to reflect changes in applicable laws, regulations, or regulatory guidance.

Any material amendments will be communicated to Players via email and/or notification on the platform.

Exhibit 1. Complaint Submission Form

Operator: Exedra N.V. (EGB)

Please submit this form by email to: support@egb.com or security@egb.com

SECTION 1: Player Identification

Please complete all fields. Incomplete or inaccurate information may result in delay or rejection of the complaint.

- **Full Name:** _____
 - **Residential Address:** _____
 - **City & Country:** _____
 - **Email Address (Registered with EGB):** _____
 - **Account Username / ID:** _____
-

SECTION 2: Complaint Details

- **Date of Incident:** ____ / ____ / ____
 - **Game/Product Involved:**
 - ☐ Sportsbook ☐ Casino ☐ Other: _____
 - **Type of Complaint (tick one or more):**
 - ☐ Deposit issue
 - ☐ Withdrawal issue
 - ☐ Bonus/Promotion Terms
 - ☐ Account Closure / Restriction
 - ☐ Alleged Game Error / Fairness Issue
 - ☐ Responsible Gaming / Self-Exclusion
 - ☐ Technical/Software Issue
 - ☐ KYC / AML / Verification Delay
 - ☐ Fraudulent Practice
 - ☐ Regulatory Misconduct
 - ☐ Other (please specify): _____
-

SECTION 3: Description of the Complaint

Please clearly describe the issue, including what happened, when, and what resolution you are seeking.

(Add more pages if needed)

SECTION 4: Supporting Documentation

Please attach any documentation or screenshots that support your claim (if applicable). These may include:

- Transaction receipts
 - Game logs or screenshots
 - Emails or chat transcripts
 - Proof of identity
 - Proof of address
 - Other relevant evidence
-

SECTION 5: Acknowledgment

I hereby declare that the information provided above is accurate to the best of my knowledge. I understand that EGB may request additional information if necessary and that incomplete or dishonest submissions may be dismissed.

I confirm that I am the registered account holder and that I have not assigned or transferred my claim to any third party.

Signature: _____

Date: ____ / ____ / ____