

Sort Services B.V.

Player Complaints Handling Procedures

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PLAYER COMPLAINTS HANDLING PROCEDURES

1. Introductions

‘Complaint’ means an expression of dissatisfaction, whether spoken or written, about any aspect of the way Sort Services B.V. (herein referred to as ‘the Operator’ or ‘the Company’) conducts their licensed activities.

A complaint can be:

- about the outcome of a gambling transaction;
- about the way a gambling transaction has been managed; and
- a concern on the way the Operator carries out its business.

Customers may also complain about commercial matters, such as the quality of the licence holder’s facilities. The Operator will decide how best to resolve such complaints.

‘Disputes’ a particular type of gambling-related complaint. It is a complaint about the contractual obligations in sales or services contracts or about the customer’s gambling transaction that has not been resolved through the gambling’s business complaints procedure.

Examples:

- Unresolved complaint linked to the terms of a bonus or other terms and conditions
- Unresolved complaint about the customer’s ability to manage their account
- Unresolved complaint about the customer’s ability to access their deposited funds or winnings

Operator will endeavour to handle player complaints in line with the National Ordinance on Games of Chance (*Landsverordening op de kansspelen*, “LOK”).

The purpose of this policy is to guide the relevant employees of Operator in the process of recognizing and handling complaints and disputes in a manner compliant with the relevant CGA regulations, with the AML policy, the GDPR and the ADR Regulations.

2. Receiving complaints

Operator will maintain a player support function with sufficient resources to efficiently, competently and effectively interact with our players via remote means through electronic mail and telephone as channels.

Operator will accept customer complaints made in person, spoken or written, over the telephone or via email where facilities exist, or via third party intermediaries/support tools such as the Resolver web tool.

Operator will take care that any restrictions they impose do not prevent customers from seeking help or advice where they need it.

Restrictions will be put in place where the reasons for doing so are fair and transparent.

Complaints can only be made by the registered player. Article 1.3 section c of the LOK mandates that a player is not allowed to sell, donate, rent out, lease, pawn, or pledge, under any title, any of their claims against the holder of a gaming license from the CGA.

3. Time limits and escalation of complaints

Operator will not unfairly restrict access to complaints procedures by imposing unreasonable time limits for customers to make complaints. We will allow customers to raise complaints for at least 1 month from the date of the incident. We encourage customers to make complaints as soon as possible, but may not do this by including terms that prevent consumers from raising complaints at any point during that six month period.

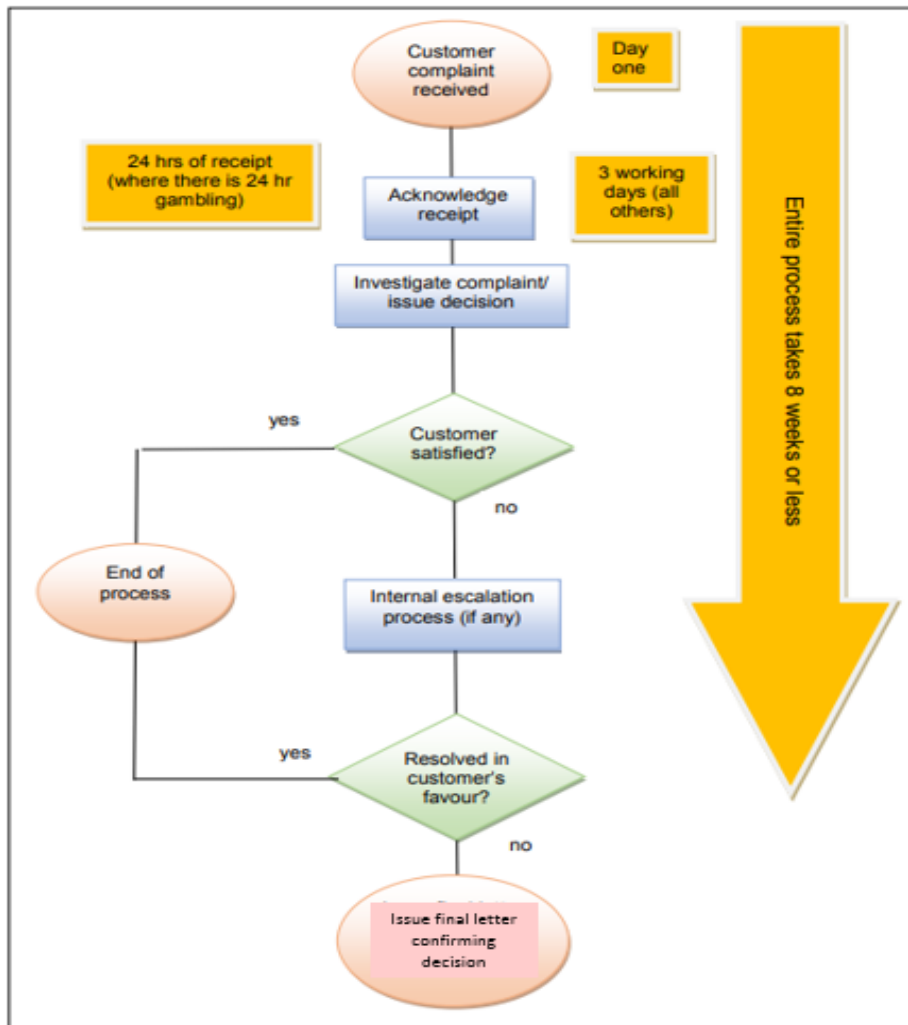
Operator will provide customers with an acknowledgement of the complaint. We may choose to put in place procedures to escalate the complaint within the business, if the customer is not satisfied with the response they receive when they first make their complaint.

Operator will ensure that the entire complaints process, including any internal escalation, takes no longer than **eight weeks** from when they first received the customer's complaint. The complaints process ends if the customer's complaint remains unresolved eight weeks (taking into account any times that the 'clock' on the time period may have been paused) after the licence holder received it, or the customer and the licence holder reach a deadlock or final position in less than eight weeks.

Operator will then write to the customer with a final letter to explain:

- the final decision
- that this is the end of the operator's complaints process, and
- how to escalate their complaint to the relevant Authorities if they wish to do so.

Flowchart: Complaint



4. ADR Group

Operator will offer its players the possibility of referring any dispute to a registered alternative dispute resolution ('ADR') entity (ADR Group) if the same player feels that the dispute was not resolved to his satisfaction. Operator will ensure to disclose the identity of the ADR entity or entities to whom disputes can normally be referred and, where necessary, details of any limitation on the nature and subject matter of disputes with which a particular ADR entity deals.

Operator will inform the CGA of the decisions of the ADR entity to which the dispute has been referred, in such format and within such timescale as the Authority may from time to time specify.

5. The Role of the ADR provider

The ADR provider should identify the key issues and seek additional information from either party to the dispute to clarify information they have already supplied.

The outcome of the ADR process will not supersede the gambling consumer's right to refer a dispute about a gambling transaction to court if the customer doesn't agree with the decision.

If an ADR provider refuses to deal with the dispute, it must, within 3 weeks of the date upon which it received the complaint, inform both parties and provide a reasoned explanation of the grounds for not considering the dispute.

6. Information to customers

Operator will ensure that the information they provide to customers includes information on how to make a complaint, and relevant contact details for doing so. It should also include information about how the complaint process works, and expected timescales for resolution.

Information on complaints processes should also include the identity (with contact details, which can be by way of a link from the licence holder's website) of the approved ADR entity to whom disputes can normally be referred, and where necessary, details of any limitation on the nature or subject matter that an entity can deal with, for example, if an entity only deals with a particular sector of gambling. This information should be provided to the customer if the complaint cannot be resolved by the licence holder.

Operator will provide a copy of the complaints policy to a customer on request, or when the customer makes a complaint. Operator will also give the opportunity to players to refer their complaints to the CGA, by including links or contracts to the CGA's player support function.

7. Types of concerns linked to Regulatory matters

7.1 Non-payment of winnings/ account suspended due to anti-money laundering (AML) concerns

The Company is not obliged to inform the ADR provider if a SAR is submitted. If the ADR provider decides the dispute in the consumer's favor, the gambling business should pay the consumer/return the consumer's funds. The Company may submit a defense against Money laundering.

7.2 Non-payment of winnings/ account suspension due to issues related to fraud or crime, but not money laundering

Relevant considerations could include whether there is an ongoing police or criminal investigation, or the suspicion has been reported to the authorities.

7.3 Account suspended due to failed identity checks/ refusal to comply with identity checks

The nature of the information that is requested by the operator from the customer will be considered by the ADR provider. The timing of the request is also important. If an operator accepts customer's deposits while refuses to allow the customer to withdraw, this might some doubt of the necessity of the checks.

7.4 Non-payment of winnings/account suspended/bet voided due to issues related to suspected irregular betting or match fixing

7.5 Disputing that the gaming machine is rigged or unfair

For example, whether the gambling consumer is disputing that certain transactions they have made have been affected by an unfair game or is just making a general complaint that the game is not fair because they have not won.

The operator should provide the ADR entity with information regarding the audit of the machine, the recent evidence of ongoing monitoring of the return to player, etc.

7.6 Disputes linked to technical issues

Technical issues could include, for example, a game that displays a win for the consumer when there was actually a loss or game that do not print correctly, etc. A significant number of complaints about the same game/gambling business may indicate a wider problem.

7.7 Permitted to gamble when self-excluded

The ADR entity should consider whether terms and conditions attached to any self-exclusion agreement are clear and fair in accordance with the requirements of consumer protection legislation, and whether it would be clear to the customer that they were excluded from the channel, platform or premises from which they attempted to gamble.

7.8 Disputing that the gambling business should have intervened to prevent the consumer from coming to harm/spending their money

Operators should intervene if a customer appears to be at risk of being harmed by their gambling. Operators must take account of a range of factors in determining whether to intervene, such as patterns of play, observed behaviour, language used in communicating, as well as time or money spent to

determine whether to intervene, and may need to develop this information over a period of time.