

Agenics N.V.

Player Complaints Policy

Document Control

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1.0.	July 25, 2025	Agenics N.V.	July 25, 2026	Initial Release	
1.1.	May 5, 2026	Agenics N.V.	July 25, 2026	Updated complaint handling framework including scope, eligibility, deadlines, ADR provisions, and terminology alignment with CGA requirements.	

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1. Purpose

This policy outlines the method through which players can file complaints related to the Company's services and how these are addressed and managed. The procedure complies with local regulatory obligations, including the Landsverordening op Kansspelen (LOK) and the Player Complaint Guidelines (v1.1 – June 18, 2025) as issued by the Curaçao Gaming Authority (CGA).

2. Terminology

- **ADR (Alternative Dispute Resolution):** External process to resolve disputes, as permitted by CGA guidelines.
- **The Company:** Refers to Agenics N.V., a legally registered limited liability entity operating under Curaçao jurisdiction.
- **Player(s):** Any individual holding a registered and verified gaming account on the Company's platform.
- **Registered Player:** A user who has completed the onboarding process, accepted the terms, and whose account is fully activated.
- **Complaint:** Any formal written expression of dissatisfaction related to the Company's service, policies, or outcomes.
- **Reportable Complaint:** Any issue officially filed using the Company's Complaint Submission Form or one that is escalated to ADR.

3. Team Responsibilities

The Customer Support Department is responsible for receiving, evaluating, and responding to all Player inquiries and complaints, maintaining high service standards.

4. Complaint Submission Process

4.1. Right to Make a Complaint

Players are entitled to submit complaints regarding any aspect of their relationship with the Company, or any incident arising from their participation in a game of chance offered by the Company.

Complaints may relate, without limitation, to the following matters:

- Deposit issues
- Withdrawal issues
- Bonus terms and conditions
- Account closures or restrictions
- Alleged errors or unfairness in game outcomes
- Responsible gaming matters
- Treatment of player balances
- Know Your Customer (KYC) and verification processes
- Data protection and privacy concerns
- Technical or software-related issues
- Anti-Money Laundering (AML) concerns
- Issues involving minors
- Fraudulent games or suspected manipulation
- Fraudulent or unethical practices
- Licensing or regulatory compliance concerns
- Unfair terms and conditions

All complaints must be submitted and handled in accordance with the procedures outlined in this Policy.

4.2. Eligibility

Only Registered Players may submit complaints. The Players may not sell, donate, rent out, lease, pawn, or pledge, under any title, any of their claims against the Company.

4.3. Submission Deadline

Players may lodge a complaint free of charge at any time up to six (6) months of the settlement of the bet or the incident about which they are making a complaint.

In the case of peer-to-peer (P2P) games (e.g., poker) or ante post fixed odds betting, the six (6) month period begins from the date of bet settlement or the conclusion of the relevant event, rather than from the placement of the wager.

For complaints related to in-running (live) betting, Players may submit a complaint within the same six (6) month period; however, they are advised to act promptly, as investigations may depend on time-sensitive data which may not be retained indefinitely due to the nature of live betting.

4.4. Categories of Complaints

- Initial Handling: Customer support addresses all first-line complaints via email or/and live chat.
- Official Complaint Submission: If unsatisfied, Players may complete and submit online a Complaint Submission Form including:
 - Full name, contact information, and account details;
 - Dates of the incident and complaint;
 - Description and nature of the issue;

- Disputed amount;
- Relevant website URL.

The form is available in English and in the language of the website that the Player is using.

The Company may request supporting documentation which the Player is required to provide as part of the complaint. Any additional information or documentation requested by the Company must be a reasonable in the context of complaint resolution.

5. Processing Timelines

5.1. Responsible Gaming-Related Complaints (Enhanced)

Includes issues like self-exclusion, gambling addiction, or cooldown periods:

- Acknowledgment: Within 2 business days the Company shall:
 - Confirm receipt of the complaint in writing;
 - Provide an explanation of the process by which the complaint will be handled;
 - Inform the Player of the average expected resolution timeframe for such cases.
- Resolution Aim: Within 5 business days;
- Extended Response: If more time is needed by the Company to make a reasonable and informed decision, Players must be informed of the delay, which cannot exceed two (2) weeks. If a delay is due to a lack of or a slow response from the Player, the resolution period may be extended by no more than a further two (2) weeks.

5.2. Other Complaints (General)

For general service, technical, or betting disputes:

- Acknowledgment: Within 7 days (1 week) the Company shall:
 - Confirm receipt of the complaint in writing;
 - Provide an explanation of the process by which the complaint will be handled;
 - Inform the Player of the average expected resolution timeframe for such cases.
- Resolution Aim: Within 4 weeks;
- Extended Response: The Company will assess and respond to complaints within four (4) weeks. If necessary, due to complexity or lack of information, this period may be extended once by an additional four (4) weeks, with prior written notice to the Player.

6. Response and Resolution

A Player will always receive a final determination of their complaint in writing. The response will be one of the following:

- A reasoned final assessment of the outcome or resolution of the complaint, including supporting evidence where applicable or necessary;
- A detailed explanation for not handling the complaint. If additional information is reasonably required to fully address the complaint, the operator must have requested such information within the initial four (4) week period. If the Player fails to provide the necessary information within that time, the operator may reject the complaint;
- Referral to ADR in case of dissatisfaction. If the Player is not satisfied with the resolution and submits a further complaint on that basis, the Player will be informed of their right to escalate the matter to an independent Alternative Dispute Resolution (ADR) entity.

7. Escalation and Dispute Resolution

7.1. Alternative Dispute Resolution (ADR)

If the Player is unsatisfied with the Company's final response:

- Details of an ADR service (approved by the CGA) will be provided;
- ADR decisions are binding;
- Eligibility:
 - Complaint value exceeds €5,000;
 - Complaint involves responsible gaming;
- The ADR process is cost-free, regardless of outcome. Players must first exhaust the Company's internal process.

Once an ADR process has been completed, the same dispute may not be recommenced by either the Player or the Company with a different ADR entity.

If a Player withdraws from an ongoing ADR process after it has commenced, the Player shall not have the right to re-initiate or resurface the same dispute in the future.

The Company may define reasonable and proportionate parameters for access to ADR services (such as minimum claim values or procedural requirements). Such conditions shall be applied in accordance with applicable law. The Company will ensure that such parameters do not unfairly restrict access to ADR and may seek independent legal advice to ensure compliance with relevant civil legislation.

7.2. Referrals to the Regulator

The CGA does not resolve individual complaints but can be contacted for:

- Suspected breaches of license conditions;

- Malpractice or ethical concerns.

8. Documentation and Record Maintenance

The Company shall submit twice per year (on January 15th and June 15th) a report to the CGA detailing any Reportable Complaints and their outcomes, where known. Such reports will include:

- Total number of complaints received and resolved;
- Complaints by category (Responsible Gaming, General);
- Number of complaints escalated to ADR;
- Legal proceedings initiated by Players;
- Records of unresolved or escalated complaints will be retained for five (5) years or as required by applicable laws.

The Company acknowledges that the Curaçao Gaming Authority (CGA) reserves the right to request access, at any time, to records of complaints and ongoing disputes. The Company shall ensure that such records are complete, accurate, and readily accessible upon request.

9. Policy Accessibility and Player Acknowledgment

The Company may, at its own discretion, publish this Player Complaints Policy as a standalone document, accessible via [insert direct links on the website's homepage].

The Company may, at its discretion and in accordance with applicable law, require Players to explicitly acknowledge this Player Complaints Policy by means such as a checkbox, popup, or confirmation email during registration or when submitting a complaint.