

OPERATIONS MANUAL

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This Operations Manual has been prepared by Continent Gaming N.V., a company registered and established under the laws of Curaçao. Continent Gaming N.V. registration number is 159857 and its registered address is Zuikertuintjeweg Z/N (Zuikertuin Tower), Curaçao (hereinafter “Us”, “We”, “the Company”).

The Company operates an online gaming platform <https://chexx.bet/> (hereinafter, the “Platform”) through which it offers Games of Chance and related services in accordance with the applicable legislation and the conditions of its license. The Platform encompasses all websites, domains, applications, systems, and technological components used to provide gaming services to players.

This document has been developed for the purpose of:

- Describing the operational, technical, and compliance frameworks applied by the Company;
- Demonstrating adherence to regulatory requirements governing the offering of Games of Chance;
- Providing CGA with a complete overview of the Company’s operational policies, procedures, and internal controls.

All information contained herein reflects the current operational structure, systems, and processes implemented by the Company as of the date of preparation. The Company undertakes to update this Manual when material changes occur.

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I. Description of Games of Chance

1.1. The License Holder offers a range of Games of Chance through its online gaming platform. All games are provided by third-party suppliers or developed in compliance with applicable technical standards. The outcomes of all games are determined either by a certified Random Number Generator (RNG) or, in the case of live dealer games, by real-time physical game processes supervised by trained personnel.

1.2. Plinko

Plinko is an RNG-based game in which players select a risk level and place a wager. A virtual ball is released into a peg-filled pyramid and falls into one of multiple payout slots at the bottom. The payout is determined by the slot in which the ball lands. Higher-risk configurations feature wider payout variance. The game uses certified randomness and transparent multipliers to ensure fairness.

1.3. Limbo

Limbo is a multiplier-based crash-style RNG game. Players set the target multiplier before placing a bet. Once the game starts, an algorithm generates a random multiplier value. If the generated result meets or exceeds the player's target multiplier, the player wins according to the chosen multiplier. If not, the wager is lost. The simplicity and high-frequency nature of Limbo allow rapid consecutive rounds.

1.4. Keno

Keno is a number-drawing RNG lottery-style game. Players choose a set of numbers from a predefined range. The system then draws a series of winning numbers. Payouts are based on the number of matches between the player's selection and the drawn numbers. The game supports multiple patterns, variable bet sizes, and configurable numbers of picks.

1.5. Scratchcards

Scratchcards are instant-win RNG games simulating traditional physical scratch tickets. Players virtually "scratch" a card to reveal symbols or numbers. Winning combinations are predefined according to game rules and probabilities. Payouts are awarded immediately after the reveal. Each play is generated independently through the RNG to ensure fair outcomes.

1.6. Slots

The platform offers a diverse selection of slot games provided by leading international suppliers. Available slot varieties include:

- Classic 3-reel slots
- 5-reel video slots
- Multi-line and cascading reels slots
- Bonus-feature and free-spin slots

1.7. All slot games rely on certified RNG mechanics. Payout tables, volatility levels, and return-to-player percentages (RTP) are determined by each provider and are transparently displayed to players within each game interface.

1.8. Live Casino

The Live Casino section provides an immersive real-time gaming experience hosted by professional dealers. The games are streamed in high-definition video and include:

- Live Blackjack
- Live Roulette
- Live Baccarat

Outcomes are determined by physical game equipment (cards, wheels, tables) operated live by trained dealers. Gameplay is monitored for fairness and integrity, with all interactions occurring in real time. The Live Casino system incorporates secure video streaming, encrypted communication, and verification protocols.

1.9. Sports Betting

The platform includes a comprehensive sports betting system offering:

- Real-time and pre-match odds
- A wide range of bet types (moneyline, totals, spreads, props, parlays, etc.)
- Markets across global sporting events (football, basketball, tennis, combat sports, esports, and more)

Bets may be placed using cryptocurrency, enabling fast, secure, and pseudonymous transactions. Odds are provided through integrated risk management systems and updated dynamically based on live event data. Settlement of bets is automated and based on officially verified results.

1.10. In addition to the games described in this section, the Platform may also feature other Games of Chance that fall fully within the scope of the License Holder's authorized activities. Such games are offered in accordance with the requirements of the applicable legislation and the conditions of the License.

II. Description of payment procedures & possibilities

2.1. When a Player opens an Account with Us, We require a minimum deposit before any Bets can be placed. A Player may use Our services only if there are sufficient virtual funds available on the Account. "Virtual funds" refers to cryptocurrencies supported for Account replenishment. The table below lists the available blockchains and cryptocurrencies.

Blockchain	BTC	ETH	USDT	USDC	LTC	BNB	TRX	TON	POL
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Bitcoin	✓								
ERC20 (Ethereum)		✓	✓	✓					
BEP20			✓	✓		✓			
Litecoin					✓				
TRC20 (Tron)			✓				✓		
TON			✓					✓	
Polygon (POL)			✓						✓

2.2. When making a deposit, a Player must ensure that the transaction is made using one of the supported blockchains and cryptocurrencies. Otherwise, the funds will not be credited to the Account. Depending on the Terms, such a deposit may either be returned to a Player or deemed non-refundable.

2.3. We do not provide any form of virtual loan for gaming activities.

2.4. The Company does not charge any fees when a Player places a deposit, and the Company does not bear responsibility for any fees imposed by blockchain networks during the replenishment of a Player's Account.

2.5. A Player's balance is reflected on the dashboard of the Account. The system displays the total amount of each token regardless of the underlying blockchain. The system also displays the Player's aggregated balance across all supported cryptocurrencies expressed in fiat currency (selected in advance) for informational and indicative purposes only. This display must not be interpreted as an actual fiat balance, an exchange option, an offer to exchange, or any meaningful financial indicator within the scope of the Company's services.

2.6. In accordance with internal rules and policies, certain payments may be flagged as suspicious. In such cases, the Company may require additional time—up to 90 days—to complete verification of the deposit. If a deposit is ultimately deemed unacceptable, it will not be credited to the Account and will be returned to the Player in accordance with the Terms.

2.7. Deposited funds become available on the Account within a reasonable time after deposit confirmation, unless additional verification procedures are required. The Company reserves the right to apply supplementary procedures or methods to verify a Player's identity both before and after the deposit is processed.

2.8. The Company does not provide exchange services, including exchanges between cryptocurrencies and fiat currencies or vice versa, and must not be considered a financial institution.

2.9. Funds deposited to an Account may be used solely for services offered through the Company's Websites. The Company may suspend or close an Account if there are reasonable grounds to believe that a Player is depositing funds without the intention to place Bets.

2.10. A Player's virtual funds are held separately in a dedicated crypto wallet and may only be used for placing Bets or settling fees or charges related to the Company's services. These funds are therefore protected from being used for any other purpose.

2.11. The Company reserves the right to offset any positive balance on an Account against any amounts owed by a Player to the Company.

2.12. If deposits are suspected of being attempts to mix coins, the Company reserves the right to hold withdrawals until the completion of internal procedures.

III. Descriptions of permissible bet amounts

3.1. A Player may make a deposit at any time by using their personal cryptocurrency wallet. The maximum deposit amount will be displayed during the selection of the cryptocurrency available for replenishment.

3.2. We reserve the right to set minimum and maximum deposit amounts, and these limits will be displayed on Our Websites. We also retain the right to adjust these limits at any time We consider appropriate.

3.3. Any deposit below the minimum limit established for the selected blockchain or cryptocurrency will not be credited to the Account. A Player may make an additional deposit to bring the total amount to the required minimum so that the funds can be credited. The table below indicates the minimum replenishment limits for all supported blockchains and cryptocurrencies.

Blockchain	BTC	ETH	USD T	USD C	LTC	BNB	TR X	TON	POL
Bitcoin	0.0000 6								
ERC20 (Ethereum)		0.000 24	2.4	2.4					
BEP20			0.4	0.4		0.00055			

Litecoin					0.0012				
TRC20 (Tron)			2.4				1.2		
TON			0.4					0.024	
Polygon (POL)			0.2						0.12

IV. Description of payout mechanisms

4.1. Withdrawals may be processed only when all of the following conditions are met:

- the Player's identity has been fully verified;
- the Player is the lawful holder of the Account;
- the Player has provided all information required by the Company;
- the Player has met the applicable minimum betting requirements associated with each deposit.

4.2. We will make reasonable efforts to process a withdrawal request instantly or within approximately three days; however, longer processing times may occur depending on operational, technical, or compliance factors.

4.3. All withdrawals are executed to the cryptocurrency wallet address provided by the Player. Withdrawals must be made to a wallet of the same cryptocurrency that was originally deposited and used for placing Bets on the Platform. The Player's Account is assigned solely for the use of supported cryptocurrencies designated on the Platform. The Account must not be used to store, send, request, or receive any unsupported cryptocurrencies. The Company bears no responsibility for any unsupported assets mistakenly transferred to the Account. The Company also reserves the right to discontinue support for any cryptocurrency or blockchain at its discretion.

4.4. The Company reserves the right to apply withdrawal fees. Withdrawals below the minimum limits set for each supported blockchain or cryptocurrency cannot be processed. Minimum limits and applicable fees are defined in the internal tables of supported blockchains and cryptocurrencies.

Blockchain	BTC	ETH	USDT	USDC	LTC	BNB	TRX	TON	POL
Bitcoin	0.00006 (fee 0.00005, free from 0.0015)								
ERC20 (Ethereum)		0.00024 (fee 0.0002, free from 0.03)	2.4 (fee 2, free from 100)	2.4 (fee 2, free from 100)					
BEP20			0.4 (fee 0.3, free from 100)	0.4 (fee 0.3, free from 100)		0.00055 (fee 0.0005, free from 0.17)			
Litecoin					0.0012 (fee 0.001, free from 1.2)				
TRC20 (Tron)			2.4 (fee 2, free from 100)				1.2 fee 1, free from 1000)		
TON			0.4 (fee 0.3, free from 100)					0.024 (fee 0.02, free from 20)	
Polygon (POL)			0.4 (fee 0.3, free from 100)						0.5 (fee 0.1, free from 25)

4.5. In accordance with internal risk rules and compliance procedures, certain recipient wallets may be flagged as suspicious. In such cases, the Company may require up to 90 days to complete verification of the recipient's wallet. If the wallet is ultimately deemed unacceptable, the withdrawal cannot be processed, and the Player must provide an alternative recipient wallet.

4.6. All withdrawals are subject to transaction limits communicated to the Player prior to processing. The Company reserves the right to conduct enhanced due diligence during the withdrawal stage, especially when deposited funds have not been used for placing Bets.

4.7. Because gaming products are consumed instantly, the Company cannot provide refunds, returns of funds, or cancellation of services once gameplay has commenced. When a game is played with real funds, those funds are immediately deducted from the Player's Account.

4.8. In the event of duplicate payment errors — for example, if a withdrawal request is processed twice — the Player is obligated to reimburse any overpaid amounts to the Company.

4.9. Funds designated as "Free Bet" or funds stuck in an aborted game session cannot be withdrawn.

4.10. We reserve the right to verify the Player's identity prior to processing any withdrawal request and to suspend such withdrawal for the time necessary to complete the relevant verification procedures. These measures are implemented as part of Our anti-money laundering and counter-terrorist financing procedures in accordance with the National Ordinance on Games of Chance of Curaçao and Our internal AML policies.

4.11. Where a withdrawal request is refused or suspended due to false, incomplete, or inconsistent personal data provided by the Player, We shall notify the Player of the reasons for such refusal or suspension and provide the Player with an opportunity to submit additional information or documentation required to complete the verification.

4.12. If, following the completion of the verification procedures, it is not possible to unequivocally establish the identity of the person requesting the withdrawal or to confirm the accuracy of the information provided, We reserve the right to retain the funds until the matter is resolved in accordance with applicable laws and Our internal procedures.

4.13. the Player shall have the right to challenge Our decision in accordance with the dispute resolution measures set out in this Manual.

4.14. If a withdrawal appears to involve attempts to mix coins, the Company reserves the right to hold the withdrawal until all internal procedures have been completed.

V. Description of software and outcome-determining elements

5.1. The Platform provides user account management, wallet infrastructure, bet processing, real-time gaming communication, and reporting functionality.

5.2. The Platform uses certified software supplied by approved third-party providers. These providers deliver casino games (RNG-based), live dealer streams, virtual games, and sports betting data feeds.

5.3. All integrated games are sourced exclusively from vendors whose software is tested and certified by recognized laboratories.

5.4. Outcome-determining elements vary depending on the type of game and include, but are not limited to:

- Random Number Generator (RNG) for virtual games such as slots, keno, Plinko, limbo, scratchcards, and other instant-win products.

RNG processes are executed within provider systems and cannot be influenced or altered by the Company.

- Live Dealer outcomes, determined by real physical processes (e.g., physical roulette wheel spin, card shuffle).

Outcomes are captured and transmitted through secured live-streaming technology.

- Sports betting outcomes, determined by real-world sporting events, governed by official data sources and odds feeds provided through licensed data distributors.

- Provably Fair mechanisms (where applicable) for certain crypto-oriented games, combining server seeds, client seeds, and cryptographic hashing to ensure fairness and verifiability.

5.5. For each type of outcome-determining mechanism, the Company ensures that no manipulation is possible on the Platform level and that results are transmitted exactly as generated by the certified source.

5.6. The Company applies stringent technical and organizational measures to ensure the integrity of software operations, including:

- secure API communication and encryption protocols;
- periodic verification of game provider certificates;
- internal monitoring systems to detect anomalies in game results;
- version control and change-management procedures for all software components;
- protection against unauthorized modification of game rules or outcome-determining algorithms.

VI. Description of periodically used test methods for quality monitoring

6.1. The Company is responsible for maintaining the proper technical functioning of the website, ensuring uninterrupted access, stable performance, and correct operation of all core features. Additionally, the Company is responsible for the accuracy, relevance, and timely updating of the information published on the website. The Company applies a comprehensive and structured approach to periodic testing in order to ensure that the website operates properly, that all information published on the Platform remains accurate, and that all functionalities comply with applicable legal and licensing requirements. These reviews combine automated monitoring, manual verification, and targeted assessments performed at regular intervals and on an ad-hoc basis.

6.2. During each review cycle, baseline functionality testing is carried out to confirm that the Platform's core features operate as intended. This includes checking user navigation paths, interaction elements, account-related interfaces (where applicable), transactional processes, and any embedded modules. The purpose of this testing is to verify that no errors occur during essential user flows and that all pages and elements load, respond, and update correctly. In parallel, the Company performs cross-browser and cross-device checks to ensure that the Platform consistently displays and functions across various screen sizes, operating systems, and browser versions.

6.3. To support timely detection of technical issues, the Platform is continuously monitored through automated tools that track uptime, server response time, load speed, system resource consumption, and error logs. Automated alerts notify the Company of performance abnormalities or unusual patterns of activity, prompting immediate manual investigation. Additionally, routine log analysis is conducted to identify recurring system warnings, detect unstable components, and observe trends that may indicate emerging technical risks.

6.4. Beyond functional stability, the Company places significant emphasis on the accuracy and reliability of the information displayed on the Platform. Content verification procedures involve reviewing published text, dynamic content feeds, promotional materials, user guidance, and any other publicly viewable information to ensure consistency, clarity, and correctness. Particular attention is given to regulatory and operational disclosures, which must always reflect the current status of the Company's activities and obligations. If inaccuracies, outdated information, or inconsistencies are identified, they are escalated for immediate correction.

6.5. When updates or new features are introduced, dedicated post-release testing is conducted. This includes regression testing to ensure that recent modifications have not affected previously stable functionalities, as well as integration testing that verifies the correct operation of interconnected components, including third-party providers, APIs, or external services integrated into the Platform. If external systems or data providers change their configurations or experience disruptions, the Company conducts targeted checks to confirm that such

changes do not affect the Platform's proper operation or the accuracy of displayed information.

6.6. Compliance-related reviews are also an integral part of the periodic testing process. These reviews ensure that all Platform functionalities and published information remain fully aligned with the requirements imposed by the Company's operational license and by applicable legislation. This includes verifying that no prohibited features are introduced, that disclosures remain clear, and that the Platform operates strictly within the scope of authorized activities.

6.7. All testing cycles—whether scheduled or triggered by operational events—conclude with internal documentation outlining identified issues, their severity, and the required corrective measures. Follow-up checks are then performed to confirm that the implemented solutions have fully resolved the identified matters. Through these procedures, the Company maintains continuous oversight of the Platform's performance, accuracy, and regulatory conformity.

VII. Description of storing players' personal data and other details

7.1. The Company collects, stores, and processes personal data of Players strictly for operational, technical, compliance-related, and security purposes. All data handling follows applicable data-protection legislation and the Company's internal procedures. Player information is stored in a centralized repository and includes all data obtained during registration, account maintenance, Platform usage, and communication with the Company.

7.2. The Company maintains data that Players provide directly, such as registration details, information submitted through Platform forms, or communications transmitted by email or other channels. Alongside this, the Platform automatically records technical information about devices and browsers used, location indicators, IP addresses, navigation paths, and behavioral activity on the Platform.

7.3. Operational data such as betting history, deposits, withdrawals, payment-method details, and full transaction logs are retained to ensure the integrity of financial operations and to support continuous monitoring of the Platform's performance. Communications between Players and the Company — whether through email, live chat, tickets, or telephone — are also stored to support service quality, resolve disputes, and maintain accurate operational records.

7.4. In addition, the Company may retain information obtained through third-party databases to meet regulatory obligations, including identity verification results, sanctions-screening data, and other compliance-related checks.

7.5. Stored personal data is used exclusively within the scope of the Company's operations. This includes ensuring the stable functioning of the Platform, maintaining the accuracy of displayed information, supporting identity verification procedures, and detecting suspicious activity. The Company may analyze recorded

data to improve Platform performance, respond to operational inquiries, manage complaints, and tailor certain interface elements to enhance user experience.

7.6. Data is also processed to meet legal and regulatory requirements, including mandatory reporting, compliance reviews, or participation in investigations initiated by competent authorities.

7.7. Access to personal data is restricted to designated employees whose duties require interaction with such information, including personnel responsible for compliance, risk management, support operations, and technical maintenance. Access rights are granted according to internal role-based authorization rules, and all employees are bound by confidentiality obligations.

7.8. In certain operational scenarios, the Company may disclose limited personal data to third-party service providers involved in infrastructure hosting, information-security services, anti-fraud and AML monitoring, analytics, or other functions strictly necessary for the provision and security of the gambling services. Such disclosures are carried out on the basis of the performance of a contract with the Player, the Company's compliance with legal and regulatory obligations, and/or the Company's legitimate interests in ensuring the integrity, security, and lawful operation of its services. All such third parties act solely on the Company's instructions and are bound by contractual obligations to implement appropriate technical and organisational measures to ensure an adequate level of data protection in accordance with applicable data-protection laws.

7.9. The Company implements administrative, technical, and organizational safeguards to ensure that stored data remains protected against unauthorized access, alteration, disclosure, or destruction. These measures include secure data-storage environments, continuous infrastructure monitoring, enforcement of access restrictions, and periodic internal reviews of data-protection practices. All systems handling personal information are subject to regular security assessments to maintain a robust protection level.

7.10. Data retention periods depend on the purpose for which the information was collected and on the presence of any legal obligations requiring longer storage. Operational and compliance-related data is kept for as long as necessary to support account operations, fulfill regulatory audits, or meet statutory retention requirements.

If the data is processed based on consent — for example, for marketing purposes — it is retained until the Player withdraws such consent, after which the Company maintains suppression records to ensure compliance with the Player's preferences. Data required for legal compliance is stored for the entire period mandated by applicable regulations.

7.11. Where required by applicable law, the Company may disclose stored personal data to competent authorities, regulatory bodies, or law-enforcement agencies. Such disclosure occurs strictly within the limits of lawful requests and is documented internally to ensure transparency and accountability.

VIII. Description of visual elements shown to players

8.1. The Platform's visual environment is designed to ensure clarity, consistency, and compliance with regulatory requirements. All visual elements are displayed in a manner that allows a Player to navigate the Platform intuitively, understand the nature of available services, and access essential account- and game-related information.

8.2. The Company oversees the accuracy and relevance of all displayed content and ensures that visual components comply with applicable laws, licensing conditions, and internal standards.

8.3. The Platform's interface consists of several interconnected visual layers, including the homepage, game lobby, account dashboard, payment pages, and informational sections. Each part of the interface is structured to present relevant information in a clear, accessible way. Layouts are developed to prevent confusion, support responsible gaming practices, and facilitate smooth user flows from one action to another.

8.4. Menus, category tiles, icons, and navigation bars are arranged in a standardized format across all pages. Visual markers such as highlights, counters, and status indicators help direct Players to key functions (e.g., active bonuses, balance, ongoing games). Consistent design rules govern the use of colour, typography, spacing, and branding elements to preserve uniformity across the entire Platform.

8.5. When interacting with games, Players are presented with game-specific interfaces generated by licensed third-party providers. These include reels, tables, betting panels, buttons, animation effects, and other outcome-display features. While the Company does not generate the game results, it ensures that the visual presentation of such results appears correctly, loads without distortion, and corresponds to the technical specifications provided by the game supplier.

8.6. Visual elements also include status messages indicating wins, losses, unfinished rounds, and game interruptions. The Platform ensures that such messages are displayed reliably and in a timely manner.

8.7. The Platform presents balance information, transaction statuses, deposit confirmations, and withdrawal progress in clearly defined visual blocks within the Player's account. Currency values, token amounts, conversion indicators, and transaction timestamps are shown in a precise and uniform format. Where applicable, informational notices clarify that fiat-equivalent values are indicative only and do not represent actual fiat balances or exchange offers.

8.8. All financial visual elements undergo internal consistency checks to prevent misrepresentation or ambiguity.

8.9. Players may see pop-ups, banners, notification panels, and warning prompts. These elements are used to communicate essential operational information, such as

maintenance announcements, verification requests, security alerts, or policy updates.

8.10. System messages are displayed in a format that prevents misinterpretation and are designed to be non-intrusive while remaining sufficiently visible. Mandatory disclosures — including age restrictions, responsible gaming reminders, and licensing information — are displayed in accordance with regulatory requirements.

8.11. Where promotional banners or bonus announcements are used, they follow internal approval procedures to ensure accuracy, fairness, and compliance. All promotional visuals correspond exactly to the terms they represent and do not exaggerate potential winnings or mislead Players regarding the nature of offered promotions.

8.12. The Company is responsible for ensuring that all visual elements presented on the Platform are up to date and reflect current operational conditions. Internal teams periodically review displayed visuals to identify inconsistencies, outdated information, or technical issues. Visual components are updated promptly whenever regulatory requirements change or when game content is modified by third-party suppliers.

8.13. Continuous monitoring ensures that no prohibited content, unlicensed games, or misleading representations appear on the Platform.

IX. Description of technical measures put in place to prevent the admission of banned persons

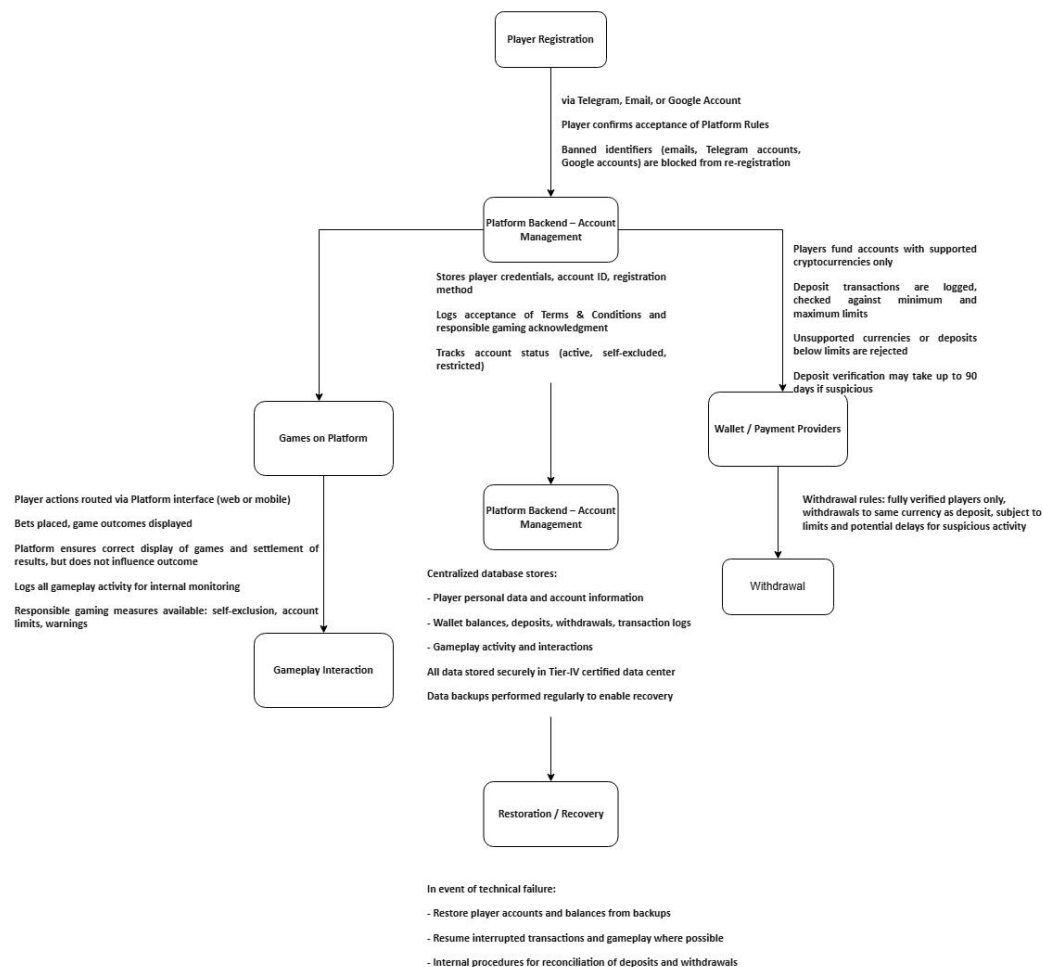
9.1. Players can register on the Platform using Telegram, email, or Google accounts. During registration, each Player confirms that they have read and accepted the Platform's rules. This acknowledgment serves as a contractual confirmation that the Player is eligible to use the services and is not subject to any legal or regulatory restrictions.

9.2. To minimize the risk of banned persons accessing the Platform, the system tracks previously used registration identifiers, including email addresses, Telegram accounts, and Google accounts. Accounts associated with identifiers flagged as banned or previously restricted are automatically prevented from registering again.

9.3. Internal teams periodically monitor registration activity. Reports from Players or regulatory authorities regarding prohibited individuals are reviewed, and necessary actions, including access restrictions, are applied.

9.4. All registration data, including confirmations of acceptance of the rules and the status of identifiers blocked from re-registration, is stored securely. These records are maintained to demonstrate compliance with licensing requirements and are available for internal review or regulatory inspection.

X. Diagram of the technical infrastructure, along with a description of restoration possibilities in the event of a technical emergency situation



XI. Responsible gaming principles

11.1. As a licensed gaming operator, the Company adheres to strict principles regarding responsible gaming. The Company recognizes that gambling should remain a form of entertainment and not a source of harm or income. Responsible gaming is considered an integral part of the Platform's operations and compliance with licensing requirements.

11.2. The Platform provides mechanisms that allow Players to voluntarily limit or suspend their access to gambling services. The primary tool for this purpose is self-exclusion, which enables a Player to exclude themselves from all gambling services for a defined period.

11.3. Self-exclusion periods are enforced automatically and cannot be undone within the set duration to protect Players from harm. Internal systems ensure that blocked accounts cannot access games during the exclusion period.

11.4. The Company encourages Players to regularly assess their gaming behaviour in order to identify potential gambling-related issues at an early stage. For this

purpose, the Platform supports self-assessment through recognised questionnaires and tests, such as the 20-question quiz by Gamblers Anonymous or the adapted CAGE Questionnaire, and provides references and links to reputable external organisations offering further information, guidance, and support on responsible gambling, including, but not limited to, Gamblers Anonymous and BeGambleAware. The Company takes reasonable steps to ensure that such references, links, and access information remain accurate and up to date.

11.5. Internal procedures provide that Players who may be at risk are guided towards relevant self-assessment tools. Based on the results, Players can make informed decisions about their engagement with the Platform. While the Company does not provide medical or psychological advice, it ensures that links to authoritative external resources are accessible.

11.6. The Platform identifies potential risk indicators to inform responsible gaming policies and internal monitoring. Key indicators include changes in Player behavior, such as prioritizing gambling over other activities, emotional dependence on gameplay, conflicts arising due to gambling, and repeated relapses after breaks.

11.7. Internal monitoring procedures consider these indicators when designing responsible gaming interventions and in communications with Players who may be at risk.

11.8. The Company maintains internal oversight of responsible gaming measures. This includes ensuring that self-exclusion tools function correctly, monitoring access restrictions, updating links to external resources, and reviewing procedures to align with current regulations and best practices. Records of self-exclusion activations and responsible gaming interventions are stored securely for compliance and audit purposes.

XII. Dispute resolution mechanism

12.1. The Company has established a structured framework for handling complaints and disputes arising from the operation of the Platform. This framework is designed to ensure that all complaints are addressed fairly, transparently, and efficiently, in line with the requirements of the Curaçao Gaming Authority (CGA) and applicable licensing regulations. Complaints management forms an integral part of internal compliance and operational procedures.

12.2. For internal purposes, a complaint is defined as any written expression of dissatisfaction received from a registered Player regarding the Platform's services that requires assessment or resolution. A dispute arises when a complaint cannot be resolved internally and is escalated to an Alternative Dispute Resolution (ADR) provider or legal authority. Responsible gaming complaints, including issues related to self-exclusion or other Player protection measures, are prioritized due to their potential impact on Player welfare.

12.3. All complaints are submitted via the internal Complaint Submission Form and logged in the Company's complaint tracking system. Upon receipt, complaints are

acknowledged in writing and assessed for completeness and relevance. The internal team investigates complaints using available system records, including account activity, financial transactions, and game logs, and resolves them by issuing a reasoned written decision. If additional information from the Player is required, the internal team requests it within the initial resolution period, and failure to respond may result in the complaint being considered closed. Complaints are tracked until final resolution and all actions are documented in accordance with regulatory requirements.

12.4. In cases where complaints cannot be resolved internally, they may be escalated to a CGA-certified ADR provider once such providers are available. The Company ensures that ADR services are accessible to Players free of charge, and that all relevant documentation and evidence are provided to the ADR provider. ADR outcomes are binding, recorded internally, and integrated into the Company's operational review processes. If a Player withdraws from the ADR process after initiation, the complaint is logged as closed and will not be reopened unless new information arises.

12.5. The Company maintains complete and secure records of all complaints, including unresolved matters and those escalated to ADR or legal authorities. Records include the timeline of complaint handling, investigative findings, outcomes, and supporting evidence. All complaint records are retained for the lesser of five years or the period required under applicable laws and regulations. Regular reports on complaints are submitted to the CGA in accordance with the National Ordinance on Games of Chance, ensuring compliance with regulatory obligations and supporting internal quality monitoring.

12.6. Complaints may relate to any aspect of a Player's relationship with the Platform, including deposits, withdrawals, account restrictions, bonus conditions, game fairness, responsible gaming measures, technical issues, data protection, KYC/AML compliance, or regulatory compliance. Internal procedures ensure that complaints of any type are handled consistently, efficiently, and in accordance with regulatory and licensing requirements.

XIII. Description of the digital records kept in Tier-IV data center registered in Curaçao

13.1. The Company ensures that all critical operational and player-related digital records are stored and maintained within a Tier-IV certified data center located in Curaçao. The storage environment is operated by the Service Provider on behalf of the Company and is configured to meet the requirements of the Curaçao Gaming Authority (CGA). The purpose of this storage infrastructure is to preserve the completeness, integrity, and traceability of operational data generated by the Platform.

13.2. The Company transfers to the regulatory storage environment all categories of information required under the applicable legislation. This includes a pseudonymised unique player identification code, essential registration information

such as the player's account number, age, place of residence, and type and number of the identification document provided during verification (if applicable), as well as aggregated financial and transactional information. The stored financial data consist of daily totals of deposits and withdrawals, daily wagering activity, and the daily outcomes of all gaming sessions, including winnings, losses, bonuses, and any blocked winnings. In addition, the system records the daily opening and closing balance of each player account, distinguishing between withdrawable and non-withdrawable funds.

13.3. A separate backup copy of all critical information is maintained in a physically or logically segregated environment within the same Tier-IV certified infrastructure. Both the primary storage and the backup environment use end-to-end encryption for data in transit and at rest. Access to the stored records is restricted through technical and organisational controls designed to prevent unauthorised access, modification, or deletion. All communication between the production systems and the regulatory storage environment follows secure and auditable protocols, including mandatory encryption, logging, and access-control mechanisms.

13.4. All stored data remain immutable for the mandatory retention period. The Company ensures that critical operational records are retained for a minimum of three years and that no alteration or deletion is performed without explicit written authorisation from the CGA. The Service Provider maintains documentation describing the physical or virtual server locations, the identity and contact details of the data-center operator, and, where cloud-based solutions are used, the specific Curaçao-assigned environment and configuration. Such documentation is made available to the CGA upon request.

13.5. This storage framework ensures the availability of all operationally and regulatorily required records and enables the Company to demonstrate compliance, ensure auditability, and maintain continuity of operations as required under Curaçao law.