

Player Complaints & Dispute Resolution Policy

version 2.0. – December 2025

0. Company

This Player Complaints & Dispute Resolution Policy (the “**Policy**”) is issued by **MUCHGAMING B.V.**, a company registered in Curaçao, with business address at **Korporaalweg 10, Willemstad, Curaçao** (hereinafter: “**we**”, “**us**”, “**our**”, “**Company**”).

The Company operates the online gaming brand **Crypto.Games** and is governed by Curaçao law, including the applicable licensing and regulatory framework for online games of chance. The Company operates under licence number **OGL/2024/1336/1047** (the “**Licence**”) and any applicable regulations, licence conditions, and guidance issued by the competent Curaçao gaming authority (collectively, the “**Applicable Framework**”).

I. Preamble

1.1. **Our commitment.** We believe players and users must be able to provide feedback and raise concerns about our services in a simple, fair, and transparent way. This includes complaints about account matters, game outcomes, payments/withdrawals, bonuses, technical issues, responsible gaming measures, and other service-related topics.

1.2. **Purpose of this Policy.** This Policy:

- explains **how to submit a complaint** and what information is needed;
- sets out **how we acknowledge, investigate, and decide** complaints;
- defines **timeframes** and **communication standards**;
- provides for **internal escalation**; and
- ensures access to **independent Alternative Dispute Resolution (ADR)** in line with the Applicable Framework.

1.3. **Principles.** We handle complaints:

- **free of charge** to the complainant;
- **promptly and objectively**, with appropriate escalation for complex/high-impact cases;
- **consistently and transparently**, including clear written decisions;
- with appropriate **confidentiality** and **data protection safeguards**; and
- without disadvantaging any person for making a complaint.

1.4. **Governance & ownership.** The Company maintains internal procedures and tools to log, track, and resolve complaints. The **Chief Compliance Officer (CCO)** is responsible for overseeing the implementation of this Policy, regular reporting (as required), and ensuring controls and training are in place. The Policy is reviewed **at least annually** and updated when required by the Applicable Framework or material business changes.

1.5. **Relationship to other policies.** This Policy operates alongside our Terms & Conditions, Responsible Gaming policy, AML/KYC policies, Privacy policy, and any other internal procedures governing our operations. If there is a conflict, **mandatory provisions of the Applicable Framework** prevail.

II. Definitions

For the purposes of this Policy, the following terms have the meanings set out below:

ADR means *Alternative Dispute Resolution*, i.e., an independent out-of-court dispute resolution process.

ADR Provider means an independent dispute resolution entity certified/recognised for this purpose under the Curaçao online gaming regulatory framework and referenced in this Policy and/or our Terms & Conditions.

Applicable Framework means the Company's Curaçao licence, applicable Curaçao laws and regulations for online games of chance, and any binding licence conditions/instructions applicable to complaints/ADR.

Business Day means a day other than Saturday, Sunday, or a public holiday in Curaçao.

Case Owner means the Company employee responsible for investigating, coordinating, and concluding a specific Complaint, including preparing the written outcome (this may be a Complaints Officer/Complaints Manager and/or the Chief Compliance Officer, depending on escalation level and complexity).

Complainant means the person submitting a Complaint (typically the Player; in limited cases, a "User" who is directly affected by the matter).

Complaint means a written expression of dissatisfaction directed to the Company regarding the provision of our services (including account matters, game outcomes, bonuses, payments/withdrawals, technical issues, or responsible gaming measures), submitted via the **Official Complaint Submission Form** or other "official" channel designated in this Policy.

Complaint File means the internal record for a Complaint, including the Complaint itself, communications, evidence, investigation steps, and the written outcome.

Complaint Management System means the Company's IT/back-office system used to register, track, manage, and archive Complaints and Complaint Files (including allocation of a unique reference number).

Complaints Function means the Company's oversight function responsible for governance of complaint handling (including escalation and reporting), led by the **Chief Compliance Officer** (and/or other designated responsible function, such as DPO, where relevant).

Dispute means a Complaint that remains unresolved to the Complainant's satisfaction after the Company's **Final Determination**, and which is escalated to internal review and/or ADR and/or the competent court.

Final Determination means the Company's written final response on the merits of a Complaint, including reasons and next-step information (internal escalation and/or ADR options).

Official Complaint Submission Form means the Company's designated complaint form (online and/or downloadable) that captures the minimum information needed to process a Complaint and triggers registration in the Complaint Management System.

Player means a natural person who holds an account with the Company and uses (or has attempted to use) the Company's gaming services.

Responsible Gaming Complaint means a Complaint relating to responsible gaming measures (e.g., self-exclusion/cooling-off, time or deposit limits, vulnerable-player treatment, or alleged failures in applying requested restrictions).

III. Purpose of the Policy

3.1. **Values.** We are committed to delivering high-quality services and to handling player interactions, complaints, and disputes in a manner that is **effective, efficient, fair, transparent, consistent, and timely**.

3.2. **Goals.** The goal of this Policy is to set out a clear and practical framework for:

- receiving and registering complaints;
- investigating and resolving complaints in a structured way; and
- providing access to **independent Alternative Dispute Resolution (ADR)**, where a matter cannot be resolved internally, in line with the **Applicable Framework**.

3.3. **Objectives.** The key objectives of this Policy are to ensure:

(a) Player-focused service delivery

- a **standardised** and easily accessible method for submitting complaints;
- clear and predictable **process steps** and **timelines**; and
- transparent communication, including a written decision and the player's available next steps (escalation/ADR).

(b) Supportive and effective complaint handling

- consistent handling across categories of complaints;
- appropriate escalation for complex, high-impact, or responsible-gaming matters;
- staff guidance and training for proper complaint handling; and
- compliance with **confidentiality**, **data protection**, and other applicable obligations.

(c) Business improvement and risk management

- using complaint data as structured feedback to improve services, controls, and player outcomes;
- identifying systemic issues and root causes; and
- documenting corrective actions and, where relevant, reporting trends and material issues to management.

3.4. **No retaliation.** Players will not be mistreated for submitting a complaint. Submitting a complaint does not limit a player's access to support channels and will not, by itself, result in account restrictions (except where needed for security, integrity of investigations, or compliance).

IV. Scope of the Policy

4.1. **Who can submit a Complaint.** This Policy applies to Complaints submitted by **Players** (account holders) and, where relevant, **Users** who can demonstrate they are directly affected by the matter complained of.

4.2. **What this Policy covers.** This Policy applies to Complaints relating to the Company's services, including (without limitation):

- account registration, access, suspensions, or closures;
- deposits, withdrawals, payment processing, chargebacks, and transaction status;
- game rules, bet settlement, odds, results, and alleged game malfunction;
- bonuses, promotions, wagering requirements, and related restrictions;
- technical issues affecting access or gameplay (website/app performance, errors);
- player funds handling (including disputed balances);
- responsible gaming measures (limits, cooling-off, self-exclusion, vulnerable player handling);

- verification/KYC steps that affect account use or withdrawals.

4.3. What this Policy does not cover (exclusions). The following are generally outside the scope of this Policy (unless the Company decides otherwise in a particular case):

- general product feedback, feature requests, or opinions not requiring a dispute outcome (these should be sent to Customer Support as Player Interactions);
- matters that do not relate to the Company's services or that are not connected to the Player's account activity;
- disputes between Players or disputes involving third parties where the Company is not responsible for the underlying act/omission;
- issues that are the subject of ongoing law-enforcement/regulatory investigation where disclosure would be unlawful or would prejudice the investigation (we will still acknowledge receipt and explain limitations).

4.4. Third-party services and tools. Where a Complaint concerns a third-party service provider used in connection with our services (e.g., payment processors, KYC vendors), the Company remains the primary point of contact for the Player. We may need to liaise with the third party to investigate, but we will communicate the outcome to the Player in accordance with this Policy.

4.5. Multiple issues and linked Complaints. A Complaint may raise more than one issue. We may:

- split a Complaint into separate workstreams (with one reference number per issue), and/or
- treat multiple related submissions as a single Complaint, to ensure proper handling and timely resolution.

4.6. Abuse and bad faith. We may refuse to process a Complaint that is manifestly abusive (e.g., threats, harassment, spam) while still recording the incident and, where appropriate, offering a safe channel for legitimate concerns.

4.7. Priority treatment for responsible gaming matters. Complaints relating to responsible gaming (self-exclusion, limits, vulnerable players) are handled on an **accelerated** basis under this Policy and may be escalated immediately to the Complaints Function and/or senior management.

V. Submitting a Complaint

5.1. Player Interactions vs. Complaints. If you have a question, request, or general feedback that does not require a formal complaint outcome, please get in touch with Customer Support via Live Chat and/or email at **[support email]**. If you wish to submit a **formal Complaint** under this Policy, you must follow the process in Sections 5.2–5.7.

5.2. How to submit (official channels). Complaints must be submitted **in writing**, either:

- by completing our Official Complaint Submission Form available on our website (online and/or downloadable PDF); or
- by email to complaints@crypto.games with the completed form attached or with all information listed in Section 5.4 included in the message.

5.3. Time limit (complaint window). You should submit your Complaint **as soon as possible** after the issue occurs. Unless mandatory law requires otherwise, Complaints should be submitted no later than **six (6) months** after the incident occurred or the relevant bet was settled (as applicable).

5.4. Minimum content requirements. To enable us to investigate properly, your Complaint must include at least:

- your name and contact details (email, phone number);
- your relationship with the Company (Player/account holder) and your account identifier (e.g., username);
- the nature of the complaint, including relevant dates, game round/transaction identifiers (if relevant), amounts, and a description of what happened; and
- any supporting documentation you reasonably have (screenshots, transaction hashes/IDs, correspondence, etc.).

5.5. Incomplete complaints/request for additional information.

(a) If your Complaint is incomplete or unclear, we may contact you to request additional written information or documents necessary to investigate and decide the Complaint.

(b) Unless we indicate otherwise, you must provide the requested information within **five (5) Business Days** of our request.

(c) If you do not provide the requested information within the deadline and we cannot reasonably proceed, the Company may **close the Complaint without a determination on the merits** (and will notify you accordingly).

5.6. Identity and security checks. Where a Complaint involves account security, payments/withdrawals, alleged fraud, or other sensitive matters, we may require reasonable steps to confirm that the Complainant is the account holder (or authorised representative) before disclosing account details or executing any corrective action.

5.7. Language. We will accept Complaints in **English** and/or the primary language of the relevant Crypto.Games website/domain, as made available via the Official Complaint Submission Form.

VI. Complaints Management

6.1. Receiving & registering a Complaint (logging).

(a) All Complaints received via the channels described in Section 5 are registered without undue delay in our **Complaint Management System** and assigned a **unique reference number**.

(b) Complaints submitted through the website (online form) are **automatically integrated** into the Complaint Management System.

(c) The Complaint record should include (at minimum) the following information (as applicable):

- identity details of the Player/Complainant and the reference number;
- the assigned Case Owner;
- date received;
- date acknowledged;
- full description (incl. relevant dates, figures/amounts, transaction/bet IDs, supporting documentation);
- where relevant: security/data incident details (nature/extent, categories/volume of personal data involved);
- the claimed loss or impact;
- investigation steps, risk assessment, outcome, and remedial action taken;
- dates and summary of all Company responses (with attachments);
- any required notifications/reporting steps;
- claim reference (if applicable);
- date resolved/closed.

6.2. Acknowledgement of receipt.

(a) We acknowledge receipt **in writing** and provide the Complaint reference number.

(b) Where technically feasible, the Complaint Management System may send an **automatic acknowledgement** including the reference number.

(c) The acknowledgement will be in **plain language**, confirm that we are investigating, and provide an **initial expected timeline** / next update target (normally within **7 days**).

(d) The Complainant should use the reference number in all future correspondence regarding the Complaint.

6.3. Case ownership, triage, and prioritisation.

(a) Each Complaint is assigned to a **Case Owner** (Complaints Officer or Chief Compliance Officer, depending on complexity/escalation).

(b) Complaints involving **responsible gaming, account security, payments/withdrawals**, or potential legal/regulatory exposure may be prioritised and/or escalated immediately.

6.4. **Information requests / incomplete Complaints.**

(a) If a Complaint is incomplete or unclear, the Case Owner may request additional information/documents in writing.

(b) Unless we state otherwise, the Complainant should provide the requested information within **five (5) Business Days**.

(c) If the Complainant does not provide the requested information within the deadline and we cannot reasonably proceed, the Company may **close/dismiss** the Complaint (with written notice).

6.5. **Investigation & resolution timelines (internal).**

(a) **Immediate resolution:** Where possible, Complaints that can be resolved immediately will be communicated to the Complainant **the same day**.

(b) **Standard timeline:** We aim to issue a **Final Determination** within **four (4) weeks** from receipt of a complete Complaint.

(c) **Extension:** If the Complaint is complex, we may extend once (with reasons and a new deadline communicated in writing).

(d) **Responsible gaming Complaints:** We apply an accelerated handling track (acknowledgement and resolution as soon as reasonably possible, given the circumstances).

6.6. **Escalation (internal).**

(a) Complaints not resolved at the first handling stage, or complaints that are complex/high-risk, may be escalated to the **Chief Compliance Officer** for review and determination.

(b) The Chief Compliance Officer may escalate material issues to management and/or competent authorities, where appropriate.

6.7. **Closing the Complaint.**

(a) Once resolved (or dismissed/closed), the Case Owner updates the Complaint Management System with a “closed” status and a summary of actions taken.

(b) All resolved Complaints are logged as such in the Complaint Management System.

VII. Final Determination

7.1. **Written final response (always).** A Player will always receive a **Final Determination** of their Complaint **in writing**.

7.2. When issued / timelines.

(a) **Responsible Gaming Complaints:** we use best efforts to resolve within **five (5) Business Days**. We confirm receipt within **two (2) days** and explain processing and expected timelines; any justified delay must be communicated and is limited as described in the applicable guidelines.

If we require additional time to review your complaint and reach a fair decision, we will inform the player in writing, explain the reason for the delay, and provide an updated timeline.

Any delay will not exceed two (2) weeks beyond the original timeframe. If the delay is due to missing information or a slow response from the player, the timeframe may be extended by an additional maximum of two (2) weeks.

(b) **All other Complaints:** we assess and respond within **four (4) weeks** of receiving a complete Complaint. If necessary due to complexity or lack of information, this may be extended **once** by an additional **four (4) weeks**, with **prior written notice** to the Player.

7.3. Content of the Final Determination. The Final Determination will include, as applicable:

a clear statement that it is the Company's "**Final Determination**";

- the Complaint **reference number** and summary of the issues raised;
- the **material facts** relied upon and the outcome (upheld / partially upheld / rejected);
- **reasons** for the outcome, including supporting evidence where necessary or applicable;
- where relevant, **remedial actions** taken (e.g., payment correction, bonus adjustment, account action) or the reason why no remedial action is taken;
- copies or references to **relevant documentation** (to the extent lawful and appropriate);
- clear instructions on **next steps** if the Player is not satisfied (internal escalation and/or ADR), including contact details.

7.4. Outcomes (what you may receive). The Final Determination will be one of the following:

- a reasoned final assessment of the resolution/outcome (with supporting evidence if needed); or
- detailed reasons for **not handling** the Complaint (e.g., outside scope, insufficient information).

If additional information is reasonably required to address the Complaint fully, we will request it **within the initial four-week period**. If the Player does not provide the information required within that period, we may reject the Complaint.

7.5. **Delivery channel.** The Final Determination will be sent using the **same communication channel** the Player used to submit the Complaint (unless we agree otherwise or we reasonably need to use a different channel for security reasons).

7.6. Post-analysis and continuous improvement. The Compliance function reviews complaints-handling data on an ongoing basis to identify recurring or systemic issues and potential legal/operational risks, and to initiate corrective actions where appropriate.

VIII. Unresolved Complaints, ADR & Courts

8.1. When a Complaint becomes a “Dispute”. A **Dispute** is a Complaint that has not been resolved to the Player’s satisfaction through the Company’s internal complaints process (including the **Final Determination**).

8.2. Access to independent ADR (Alternative Dispute Resolution).

- (a) If you remain dissatisfied after our Final Determination, you may escalate the Dispute to an **independent ADR provider** that is **certified by the Curaçao Gaming Authority (CGA)**.
- (b) Only ADR entities holding an official **CGA certification** (published on the official website) are permitted to handle Disputes on behalf of CGA B2C license holders.
- (c) We will clearly inform Players in our Terms & Conditions which **CGA-certified ADR provider(s)** are available. If we offer multiple ADR options, **only the Player may choose** which ADR provider to use.
- (d) **Cost:** ADR is provided **free of charge to the Player**. The Company will **bear all costs** of the ADR process.

8.3. ADR provider details.

Current CGA-certified ADR provider(s) for Crypto.Games:eCOGRA (<https://ecogra.org/alternative-dispute-resolution/>)

8.4. Sharing the Complaint File with ADR. Upon written request by the ADR Provider, we will provide the relevant **Complaint File** and supporting information **without undue delay** (and, as a rule, within **2 Business Days**) subject to lawful confidentiality, privacy, and security constraints.

8.5. ADR scope, refusal grounds & “no ADR shopping”. The ADR Provider may refuse to accept or continue a Dispute in certain cases, including where:

- The internal complaints process has not been fully completed in accordance with this Policy;
- The dispute is frivolous or vexatious;
- The dispute is outside the ADR parameters set by the operator (where applicable);
- The dispute is already under consideration by another ADR provider or a court;

- A CGA-accredited ADR provider has already reviewed the dispute, and a decision has been reached (including attempts to recommence/transfer after conclusion).
- If the player choose to withdraw from the ADR process after it has started, the player will not be able to re-open or submit the same dispute again at a later stage, whether with the same or a different ADR provider.

8.6. **ADR decision timeframe.** The ADR process is expected to take **no more than 90 days** from initial referral to completion.

8.7. **Effect of ADR outcome (binding nature).** The CGA expects that the outcome of the ADR process is **binding on operators**. Any further parameters (e.g., whether an ADR outcome is also binding on the Player, minimum claim value thresholds) must be proportionate and consistent with applicable law; disputes concerning **responsible gaming measures** must be addressed with full seriousness regardless of monetary value.

8.8. **Role of the CGA (important notice).** The **CGA does not handle individual disputes** between players and operators and cannot act as a civil court or order compensation. However, players may contact the CGA to report suspected breaches of the LOK/licence conditions and other compliance concerns.

8.9. **Courts / legal action.** If a Dispute is not resolved through the complaints process and/or ADR, either party may refer the matter to the **competent courts**, subject to applicable law and any mandatory rights that cannot be waived.

IX. Records, Complaint File, Register & Retention

9.1. **Complaint File (what we keep).** For each Complaint, we create and maintain a **Complaint File** in the Complaint Management System. The Complaint File must include the information recorded upon receipt (see Section 6.1) and, at a minimum:

- (a) a **unique reference number**;
- (b) a copy of the Player's Complaint submission (including attachments);
- (c) a copy of the **acknowledgement of receipt** sent to the Player;
- (d) investigation notes and results of the complaint-handling process, including supporting documents and internal approvals (as applicable); and
- (e) a copy of the **Final Determination** (and any internal escalation outcome, if applicable).

9.2. Internal complaints register.

- (a) The Company keeps a record of all Complaint Files in an **internal complaints register** maintained through the Complaint Management System.
- (b) The register is managed under the responsibility of the **Chief Compliance Officer** (or other designated Complaints Function lead).
- (c) Each Complaint File is marked “closed” and transferred into the register/closed-archive once the complaint settlement process is concluded (including where closed without determination due to lack of information).

9.3. **Retention period.** Records of complaints (Complaint Files and the register) are retained for **ten (10) years**, unless applicable law, licence conditions, regulatory instructions, or a legal hold require a longer retention period.

9.4. Confidentiality, access control & security.

- (a) Complaint Files are treated as confidential and are accessible only to authorised personnel on a **need-to-know** basis.
- (b) Access rights in the Complaint Management System must be role-based (e.g., Case Owners access only their assigned cases; the CCO has oversight access).
- (c) The Company applies appropriate technical and organisational measures to protect Complaint Files (including secure storage, audit logs, and controlled export/sharing).

9.5. **Transfers to ADR / authorities.** Where a Dispute is escalated to ADR, we will share the relevant Complaint File with the ADR Provider upon legitimate request and in line with Section 8 (including the 2 Business Day target, unless a lawful restriction applies).

9.6. **Monitoring & reporting.** The Chief Compliance Officer performs ongoing review and analysis of complaint data to identify recurring or systemic issues and potential legal/operational risks, and to initiate corrective actions and management reporting as appropriate.

9.7 **Regulatory access to records.** We keep records of all complaints and disputes in line with regulatory requirements. These records may be shared with the Curaçao Gaming Authority (CGA) upon request.

X. Roles & Responsibilities

10.1. Customer Support (Stage 0 support). Customer Support:

- receives and responds to general Player Interactions (questions/requests/feedback);

- identifies when a matter should be escalated and treated as a **formal Complaint** under this Policy; and
- ensures Players are directed to the **Official Complaint Submission Form** and the correct channels.

10.2. **Complaints Officer (Level 1 / Case Owner).** The Complaints Officer acts as **Case Owner** for Level 1 Complaints and is responsible for coordinating the complaint handling process, including:

- determining whether a complaint falls within the scope of this Policy;
- pursuing an appropriate and timely resolution;
- ensuring all Complaints are properly **logged, monitored**, and updated in the **Complaint Management System**;
- keeping the Player informed of status and progress; and
- communicating the outcome of Level 1 Complaints in writing.

10.3. **Multiple Complaints Officers (case allocation).** Where more than one Complaint Officer exists:

- The **Chief Compliance Officer** allocates Complaints to a specific Case Owner through the Complaint Management System; and
- Case Owners have access only to the case records assigned to them (role-based access).

10.4. **Escalation proposal.** A Complaints Officer may propose escalation of a Level 1 Complaint to Level 2 where:

- The matter is complex and/or has potential legal, operational, or security risk; or
- a resolution cannot be delivered promptly at Level 1; or
- The Player is dissatisfied and requests a review in line with this Policy.

10.5. **Chief Compliance Officer (“CCO”) (oversight + Level 2 / Case Owner).** The CCO is ultimately responsible for the complaints function and:

- serves as **Case Owner** for Level 2 Complaints and escalated Level 1 Complaints;
- ensures appropriate escalation and overall governance of the complaints process;
- prepares management reporting (regularly, and at least annually, or as otherwise required);
- manages case-owner permissions/roles within the Complaint Management System;
- assesses the effectiveness of the complaints framework and risk of violations, and initiates remedial actions;
- performs root-cause analysis and initiates service/process improvements; and
- monitors complaint handling regularly (at least weekly) and reviews resolved complaints.

10.6. **Escalation beyond compliance/authorities.** Where appropriate, the CCO may escalate specific Complaints to:

- the Management Board (material issues, systemic issues, or high-risk matters); and/or

- competent authorities, where escalation/notification is required or appropriate under the Applicable Framework.

10.7. ADR Provider (external dispute stage). Where a Dispute proceeds to ADR under Section 8, the ADR Provider:

- is independent from the Company; and
- may request the Complaint File and supporting information.

Upon a valid written request, the Company will provide the Complaint File within the applicable timeframe set out in this Policy.

10.8. All employees (duty to cooperate). All employees who are asked to support a Complaint investigation must cooperate promptly, provide relevant information, and preserve relevant records, subject to confidentiality and data protection requirements.

XI. Complaint Handling Principles, Independence & Conflicts

11.1. Fairness and neutrality. Complaints are handled fairly, objectively, and in good faith. Decisions are based on relevant facts, available evidence, the applicable rules (Terms, game rules, promotion terms), and the Applicable Framework.

11.2. No undue barriers / free of charge. Submitting and processing a Complaint under this Policy is **free of charge** for the Player. We do not impose unnecessary procedural barriers, and we keep requests for information proportionate to what is needed to resolve the matter.

11.3. Independence and conflicts of interest.

(a) The Company ensures that complaint handling is performed independently from the operational area that is the subject of the complaint, to the extent reasonably possible.

(b) **Conflict rule:** a person must not act as Case Owner where they were directly involved in the events being complained about or where a conflict of interest exists (or could reasonably be perceived).

(c) Where a conflict is identified, the Complaint must be reassigned to another Case Owner and/or escalated to the CCO.

11.4. Consistency. Complaints are handled consistently across similar scenarios. Where a departure from prior outcomes is justified (e.g., different evidence, new information, rule changes), the reasons must be recorded in the Complaint File.

11.5. Transparency and communication. We communicate in clear language, provide reasons for outcomes, and set realistic timelines and updates (including extension notices where applicable).

11.6. Confidentiality and data protection.

(a) Complaints and Complaint Files are confidential and are shared internally only on a need-to-know basis.

(b) We apply appropriate measures to safeguard personal data, account data, and security-sensitive information.

(c) Where we cannot disclose certain information (e.g., security/integrity measures, third-party confidential data, ongoing investigations), we will explain this in general terms where feasible.

11.7. Complaint trend analysis and remediation. The CCO reviews complaint trends and root causes, may initiate corrective actions (process improvements, training, control changes, product/UX adjustments), and escalates systemic issues to management.

11.8. Training and awareness. Relevant personnel receive training on: (i) identifying a Complaint, (ii) intake requirements, (iii) evidence handling, (iv) timelines, (v) RG escalation, and (vi) ADR handover procedures.

11.9. Quality assurance. The Company may conduct periodic sampling and review of closed Complaint Files to verify adherence to this Policy, the quality of reasoning, timelines, and completeness of records.

XII. Process Overview (Stages & Levels)

12.1. Overview. Our complaints management process follows a staged approach designed to resolve issues as early as possible, while ensuring an independent escalation path where needed. The end-to-end process contains **five functional steps**:

- (i) internal compliance intake/handling,
- (ii) assessment & resolution,
- (iii) internal review,
- (iv) external review (ADR), and
- (v) post-analysis (monitor/review/report).

12.2. Stages (what the Player experiences).

- **Stage 0 – Customer Support (Player Interaction):**

Live Chat / Support resolves queries and issues informally wherever possible.

- **Stage 1 – Official Complaint submission:**
Player submits a formal Complaint using the **Official Complaint Submission Form** (or equivalent official channel under this Policy). The Complaint is registered, assigned a reference number, and acknowledged.
- **Stage 2 – Investigation & resolution (Level 1 / Level 2):**
A Case Owner investigates, requests information where needed, and issues a written outcome (Final Determination). If necessary, the matter is escalated internally.
- **Stage 3 – Internal escalation / review (Level 2):**
If the Player remains dissatisfied, the Complaint can be escalated internally for review by the Chief Compliance Officer (or equivalent function).
- **Stage 4 – ADR (external review):**
If unresolved internally, the Player may escalate the Dispute to an independent **ADR Provider** (as defined in this Policy and referenced in our Terms).
- **Stage 5 – Post-analysis (monitor/review/report):**
After closure, complaint data is monitored and analysed (trends, root causes, corrective actions), and reported internally as appropriate.

12.3. Levels (how we allocate internally).

- **Level 1:** handled by the **Complaints Officer** (standard cases).
- **Level 2:** handled by the **Chief Compliance Officer** (complex, high-risk, or escalated cases).
- **External level (ADR):** handled by the **ADR Provider** once the internal process is completed.

12.4. **No skipping internal steps (general rule).** Players cannot bypass the internal process by submitting directly to internal Level 2 and must complete the Company's internal handling before external escalation to ADR (unless mandatory law requires otherwise).

XIII. Timelines & Service Levels

13.1. **General rule.** We aim to resolve complaints as quickly as reasonably possible. Where we cannot resolve immediately, we will keep the Player informed and provide a written outcome within the timeframes below.

13.2. Acknowledgement of receipt.

(a) **All Complaints:** we acknowledge receipt in writing and provide a **reference number** (normally within **one (1) week** of receipt).

(b) **Responsible Gaming Complaints:** we acknowledge receipt within **two (2) days**.

13.3. Resolution timeframes (Final Determination).

(a) **Immediate resolutions:** where possible, issues that can be verified and corrected quickly (e.g., simple bonus clarification, obvious UI error, simple account question) may be resolved **the same day**.

(b) **Standard Complaints:** we aim to issue a **Final Determination within four (4) weeks** from receipt of a **complete** Complaint.

(c) **Complex cases / extension:** if a Complaint is complex (e.g., multiple transactions, technical integrity review, third-party confirmation), we may extend the deadline **once** by up to **four (4) additional weeks**. We will notify the Player in writing **before** the original deadline expires, explaining the reasons and the new expected date.

(d) **Responsible Gaming Complaints:** we use best efforts to resolve within **five (5) Business Days** (or sooner where possible).

13.4. Requests for information (stopping the clock).

(a) If we request additional information/documents under this Policy, the resolution timeline runs from the date the Complaint becomes **complete**.

(b) If the Player does not provide requested information within the stated deadline, we may close the Complaint without a determination on the merits (and notify the Player accordingly).

13.5. **Status updates.** For complaints that cannot be resolved promptly, we aim to provide at least one meaningful status update (e.g., “investigating”, “awaiting third-party confirmation”, “integrity review ongoing”) within **seven (7) days** of acknowledgement, and thereafter as reasonably needed until closure.

13.6. **Prioritisation.** The following categories may be prioritised and/or fast-tracked:

- responsible gaming issues (self-exclusion/limits/vulnerable players);
- account security incidents, suspected fraud, account takeover;
- withdrawals and payment issues affecting player access to funds;
- incidents that suggest a systemic defect affecting multiple players.

13.7. **Internal escalation timing.** Where the Player requests internal review (or the Case Owner escalates), we aim to confirm escalation and assign the Level 2 Case Owner within **five (5) Business Days**, and to proceed without undue delay.

13.8. **ADR escalation timing.** A Player may escalate to ADR once a **Final Determination** is issued (or earlier only where mandatory law requires). The ADR Provider’s procedures processing govern ADR Provider’s timeframes; we will cooperate and provide the Complaint File promptly as described in this Policy.

XIV. Communications & Contact Points

14.1. **Official complaint channels.** Players may submit Complaints via the channels set out in Section 5, including by completing the **Official Complaint Submission Form** (online and/or downloadable) and/or by email to the Company's designated complaints address.

14.2. **Primary contact details:**

- **Customer Support (Stage 0):** Live Chat and **support@crypto.games**
- **Formal Complaints (Stage 1+):** **complaints@crypto.games**

14.3. **Same-channel rule for responses.** The Company will, as a rule, send the acknowledgement and the **Final Determination** using the **same communication channel** the Player used when submitting the Complaint, unless a different channel is necessary for security reasons or is agreed with the Player.

14.4. **Plain-language communications.** We communicate in a clear, plain-language manner that is reasonably understandable to players, including in automated acknowledgements and status updates.

14.5. **Reference number usage.** Players should quote the complaint **reference number** in all future communications relating to the same Complaint/Dispute to enable efficient handling and retrieval.

Dispute resolution (Crypto.Game...

14.6. **Website publication.** This Policy (and the complaint submission form/process) is published in a publicly available section of the Company's website to ensure transparency and accessibility.

XV. Policy Governance, Updates & Effective Date

15.1. **Approval and ownership.** This Policy is an internal control document approved by the Company's management and overseen by the **Chief Compliance Officer**.

15.2. **Review cycle.** This Policy is reviewed **at least annually** and updated as required to ensure ongoing compliance with applicable laws, licence conditions, and business operations.

15.3. **Material changes.** Where updates materially affect Player rights or procedures (e.g., complaint channels, ADR Provider details, timelines), we will publish the updated version on the website and update cross-references in the Terms & Conditions.

15.4. **Version control.**

Version: **2.0**

Effective date: **15 December 2025**

Replaces: The legacy dispute resolution policy versioned “**v1.0 – May 2020**” (where applicable).

15.5. **Contact for questions about this Policy.** For questions about this Policy, please contact **complaints@crypto.games**

Annex A: Complaint form

A.1 Instructions (for the Player)

- Use this form to submit a **formal Complaint** to MuchGaming B.V.
- Please complete all required fields. If information is missing, we may ask you to provide it in writing; you are generally expected to respond within **5 Business Days**.
- Submitting a Complaint is **free of charge**.
- **How to submit:**
 - Online: [\[link to online form\]](#)
 - Email: **complaints@crypto.games** with "Formal Complaint" in the subject line.

A.2 Complainant details (Required)

1. **Full name:** _____
2. **Email address:** _____
3. **Phone number (incl. country code):** _____
4. **Residential address (street, number, city, postal code, country):**

5. **Preferred language:** ☐ English ☐ Other: _____
6. **Are you the account holder?** ☐ Yes ☐ No (complete Section A.3.3)

A.3 Account details (Required)

1. **Crypto.Games username / account ID:** _____
2. **Registered email (if different):** _____
3. **If you are submitting on behalf of the Player (representative/agent):**
 - Representative full name: _____
 - Relationship to Player: _____
 - Email / phone: _____
 - Attach written authorisation (power of attorney/authorisation letter): ☐ Attached ☐ Not attached

A.4 Complaint classification (Required)

Select category (tick one):

- ☐ Account access / suspension / closure
- ☐ Deposit issue
- ☐ Withdrawal issue
- ☐ Payment processing / chargeback / reversal
- ☐ Game outcome / bet settlement / alleged malfunction
- ☐ Bonus / promotion / wagering requirements
- ☐ Technical issue (website/app performance, errors)
- ☐ Responsible gaming (limits / cooling-off / self-exclusion / vulnerable player)
- ☐ Verification / KYC impacting use or withdrawals
- ☐ Other (describe): _____

A.5 Complaint details (Required)

1. **Date of incident / disputed event:** ____ / ____ / ____
2. **Date you noticed the issue:** ____ / ____ / ____
3. **Amount(s) involved (if any) & currency:** _____
4. **Relevant identifiers (if available):**
 - Transaction ID / hash: _____
 - Bet ID / round ID / game session ID: _____
 - Payment method / wallet address (masked where possible): _____
5. **Describe what happened (facts):** *(attach additional pages if needed)*

6. **What outcome are you requesting?** (e.g., correction of settlement, withdrawal processing, bonus adjustment, account unlock, refund)

A.6 Supporting evidence (Optional but recommended)

Tick what you attach:

- ☐ Screenshots (errors, chat transcripts, account pages)
- ☐ Transaction screenshots / wallet proofs
- ☐ Email correspondence with support
- ☐ Other documents: _____

List attachments (file names):

1. _____ 2) _____ 3) _____

A.7 Declaration & signature (Required)

Declaration

By submitting this form, I confirm that:

1. the information provided is accurate and complete to the best of my knowledge;
2. I understand the Company may contact me to request additional information needed to investigate the Complaint;
3. I am the Player/account holder, or I am authorised to act on behalf of the Player (and have provided written authorisation where applicable).

Signature (if applicable): _____

Full name: _____

Date: ____ / ____ / ____

A.8 For office use only (Company internal)

- Complaint reference number: _____
- Received date/time: _____
- Channel: ☐ Online form ☐ Email ☐ Other: _____
- Assigned Case Owner: _____
- Category confirmed: _____
- Acknowledgement sent date: _____
- Status: ☐ Open ☐ Pending info ☐ Under review ☐ Closed
- Final Determination date: _____

Annex B: ADR Escalation Request Form

B.1 Instructions (for the Player)

- Use this form to request escalation of a **Dispute** to an independent **CGA-certified ADR Provider** after you have received the Company's **Final Determination**.
- **Submit to: complaints@crypto.games** and attach (i) the Final Determination and (ii) supporting evidence.
- Please quote your **Complaint Reference Number** in the subject line and in all correspondence.

B.2 Case identification (Required)

1. **Company Complaint Reference Number:** _____
2. **Final Determination date (dd/mm/yyyy):** ____ / ____ / ____
3. **Website / domain used (if multiple):** _____

B.3 Player / Complainant details (Required)

1. **Full name:** _____
2. **Email:** _____
3. **Phone (incl. country code):** _____
4. **Residential address (street, city, postal code, country):**

5. **Crypto.Games username / account ID:** _____

B.4 Representative details (only if applicable)

If you submit on behalf of the Player, attach written authorisation (POA/authorisation letter).

- Representative full name: _____
- Relationship to Player: _____
- Representative email / phone: _____
- **Authorisation attached:** ☐ Yes ☐ No

B.5 Summary of the Dispute (Required)

Briefly describe the issue and include key facts (amounts, bet IDs/round IDs, transaction hashes/IDs, dates, what happened).

Dispute summary:

B.6 Grounds for ADR escalation (Required)

Explain why you disagree with the Company's Final Determination (e.g., incorrect application of rules, missing facts, technical evidence, payment status).

Grounds:

B.7 Remedy sought (Required)

State what you want the ADR Provider to decide (e.g., pay withdrawal, correct settlement, bonus adjustment, refund, account action).

Requested remedy:

B.8 ADR Provider selection (Required)

Select the ADR Provider from the **CGA-certified list** (as referenced in our Terms / Complaints Policy).

- **Selected ADR Provider (legal name):**
- ADR Provider website / portal link (if known):

B.9 Attachments checklist (Recommended)

- ☐ **Company Final Determination** (mandatory)
- ☐ Original Complaint submission + evidence provided to Company

☐ Screenshots / chat transcripts / emails

☐ Transaction hashes/IDs, wallet proofs, payment processor confirmations

☐ Other (list): _____

B.10 Declarations & consent (Required)

By submitting this form, I confirm that:

1. I completed the internal complaint handling process and received the Company's Final Determination (or otherwise qualify to escalate under applicable law).
2. The information provided is accurate and complete to the best of my knowledge.
3. I authorise the Company to provide the ADR Provider with the relevant **Complaint File** and supporting information needed to administer the ADR process (subject to confidentiality and privacy requirements).
4. I understand the Company may be required to transfer case materials promptly upon ADR request (as described in the Policy).

Full name: _____

Signature (if applicable): _____

Date: ____ / ____ / ____

B.11 For office use only (Operator)

- Date received: _____
- ADR referral sent date: _____
- Complaint File transfer date: _____
- Handled by: _____