

Internal Complaint Handling Policy

Natural Nine B.V.

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1. Purpose

This policy outlines Shuffle.com's procedures for managing customer complaints in a manner that is fair, prompt, and consistent with the National Ordinance on Games of Chance (LOK), the Player Complaint Policy Guidelines and broader responsible gaming standards.

2. Definitions

Complaint:

A User Interaction by a user regarding the platform's products, services, terms, or conduct, interactions, or decisions, which indicates the player is unhappy and expects a response or resolution, whether made formally or informally. A Complaint may be categorized as "RGC Complaint" or "General Complaint" as referenced in this policy.

Complainant:

A User who submits or sends a General Complaint to the Company.

Company:

Natural Nine B.V.

CGA:

The Curacao Gaming Authority

Dispute:

A General Complaint that has not been resolved to the player's satisfaction through the internal complaints resolution process and has been escalated, either within the organisation or to an independent third party.

Escalation:

The process of referring a General Complaint to higher levels of authority within the organisation for further review.

General Complaint:

Any fully completed, submitted and received Complaint Submission Form that includes all necessary information and an expression of dissatisfaction by a user regarding the platform's products, services, terms, conduct, or decisions, indicating that the User is unhappy or feels

wronged and expects a response or resolution, and does not fall within the scope of a RGC Complaint.

Operator:

Company.

Responsible Gambling Complaint (hereafter “RGC”) Complaint:

Any submitted or received Complaint Submission Form that includes all necessary information and an expression of dissatisfaction by a user regarding the platform’s products, services, terms, conduct, or decisions—indicating that the user is unhappy or feels wronged and expects a response or resolution—specifically in relation to a Responsible Gaming issue, such as the targeting of vulnerable players, the availability and/or timely implementation of self-exclusion or cooling-off measures, and the mandated consequences outlined in the Responsible Gaming policy.

Resolution:

The outcome or decision provided to the complainant in response to their General Complaint submission.

User:

A genuine individual who is properly registered as a player on the Shuffle.com website.

User Interaction

Any written communication initiated by a User and directed to the Operator’s customer service team. This includes general enquiries, feedback, or requests for information, assistance, or clarification.

3. Policy Statement

The Operator is committed to delivering a transparent, respectful, and timely response to all General Complaints received. We aim to resolve issues efficiently and ensure that users are treated fairly and consistently, in line with applicable laws and regulatory expectations including those outlined by **CGA**.

4. Complaint Process

a) Submission of Complaints

Users can lodge General Complaints through the following channels by completing the relevant Complaint Submission Form, as illustrated in **Appendix B**:

- Email to our support team
- Live chat or in-app messaging

The user has the right to make a Complaint regarding any aspect of their relationship with the operator or any incident related to their participation in a game of chance provided by Shuffle.com. This includes, but is not limited to, the types of complaints illustrated in **Appendix A**.

The Complaint Submission Form is available in English and if relevant, in any other language of a website domain that Natural Nine B.V. publishes or operates from time to time. While Users are encouraged to submit Complaints promptly, Users may lodge a Complaint, free of charge, at any time up to six months after an incident occurred OR the settlement of the bet.

In the case of P2P (such as poker) or ante post fixed odds betting the six month clock begins after the bet settlement or conclusion of a specific event rather than the placement of the wager.

All complaints are logged in our internal CRM system with a timestamp, user ID, and nature of the complaint. While Natural Nine B.V. may utilize AI to assist in support, all complaints identified as pertaining to Responsible Gaming, or complaints considered complex, will be handled solely by human support agents.

b) Acknowledgement

The deadline for sending an Acknowledgment Notification will be send within 2 days of receipt.

Users will be informed with the below:

- Provide an explanation of how the Complaint will be processed.
- Provide notice of the expected timeline for resolution of such complaints.

c) Investigation

A trained member of the Customer Support team investigates each complaint, reviewing:

- Account history and communication records
- Game logs or transaction data (as applicable)
- Any supporting documentation

The Operator may request supporting documentation the User requires to include as part of the Complaint.

d) Resolution Timeframe

The Operator adheres to resolution timelines based on the nature of the Complaint.

- In case of an RGC Complaint, cases must be resolved within five business days. If more time is needed by the Operator to make a reasonable and informed decision, a User must be informed of the delay, in writing, which cannot exceed two weeks. If a delay is due to a lack of response or a slow response from the User, the resolution period may be extended by no more than a further two weeks.
- In case of any General Complaint, cases must be resolved within four weeks. If more time is needed by the Operator to make a reasonable and informed decision, the User must be informed of the delay, in writing, which cannot exceed four weeks.

e) Response

Within the Resolution Timeframe, as mentioned above, the Company must provide a response to the User, which shall include one of the following:

- A reasoned final assessment of the outcome/resolution of the Complaint with supporting evidence if necessary or applicable.
- Detailed reasons for not handling the Complaint. If additional information is reasonably required to address the Complaint fully, the Operator must have requested this information from the User within the initial four week time period.

f) Rejection of Complaint

If the Company requests additional necessary information to address the Complaint and the Complainant does not provide that information within the resolution and response time period, the Operator may reject the complaint due to the non-escalation of the complaint by the User.

g) Escalation to a senior Manager

If the User is unsatisfied with the outcome, they may request an escalation to a senior support manager or the Compliance team.

In this case, the second-level review will be completed within a further 5 business days, by a senior Compliance representative that has not previously considered the Complaint.

h) Independent Review – Alternative Dispute Resolution

Full details of the alternative dispute resolution (**ADR**) process is included in the Operator's Terms and Conditions. Also, the Company must have uploaded to the CGA Portal an active agreement with at least one CGA Certified ADR entity.

If a General Complaint remains unresolved, a User may be directed to an ADR body as required under CGA or relevant licensing jurisdictions.

In this case, the User must be informed for the bellow:

- They may escalate the matter to an independent ADR entity.
- The Operator will cover the cost of the ADR process.

Except if mutually agreed under specific terms of ADR, the Operator must not restrict the rights of the User to take legal action.

Once ADR process is completed it cannot be recommenced by either the User or the Operator with another different ADR entity.

If the User abandons the ADR process (but it has already begun), the User cannot make a new complaint in relation to the subject matter of the Complaint.

Each case must be assessed on its own merits. For instance, if a claim concerns an RGC Complaint, the Company should **refrain from imposing any parameters**.

5. Record Keeping

Records of unresolved Complaints and/or Complaints that have been escalated to ADR or legal proceedings will be kept for the lesser of five years or the relevant time stipulated by data protection, statute of limitations or other relevant laws or guidelines. Relevant reports will be submitted to the CGA as required from time to time.

The records should include at least the data mentioned in below section 6.

The Company must, at any time upon request, provide the CGA with access to records of complaints received, as well as any disputes pending resolution.

6. Reporting Obligation

The Company will submit biannual reports to the CGA on as required from time to time. The report will summarise the following:

- Total number of complaints made by users using the Complaints Submission Form.
- Total number of settled complaints (upheld and rejected).
- Number of pending or unresolved complaints.
- Number of complaints by category.
- Number referred to ADR.
- Number and detail of complaints for which a player has taken legal action.

7. Artificial Intelligence (AI)

The Company may use AI tools under this Policy, subject to the following terms:

- Once a Complaint has been identified an RGC, communications with the User should be conducted by a human, not AI.
 - Complaints that can be reasonably considered as complex should be dealt with by a human, not AI.
 - The AI records must be monitored to ensure that they are reasonable in their solutions/recommendations and consistent across Users with like-for-like Complaints
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8. Terms and Conditions

A Complaints Handling Policy will be visible and accessible on the Company's website as a standalone link or document.

The Complaints Handling Policy will also be clearly outlined in the Terms and Conditions. Information provided will include at a minimum:

- Links to customer service and information on how to contact the Operator.
 - Detail of information required for a player to make a Complaint and links to either/both either the online form or the downloadable PDF/Word document.
 - Expected timelines for responses and resolution.
 - User rights to complain including explicit rights to ADR services and regulatory escalation.
 - An explanation of the potential consequences of the relevant ADR entity's decision, and the manner in which this will affect the player's right to further legal and judicial recourse.
 - Details of the ADR process and User rights.
 - Contact information for the ADR provider(s)
 - Clear information that the CGA does not mediate in individual disputes, but if the User feels the Operator is in breach of regulations that the User may contact the CGA.
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9. Review and Compliance

This document is reviewed periodically (approximately annually) or more frequently in response to regulatory updates, internal audits, or material changes in complaints handling requirements.

All changes are version-controlled and documented.

Appendix A - Reasons for Complaint

- Deposit issues
- Withdrawal issues
- Bonus terms and conditions
- Account closures or restrictions
- Alleged errors or unfairness in game outcomes
- Responsible gaming issues
- Treatment of player balances
- KYC and Verification
- Data Protection
- Technical or Software issues
- AML concerns
- Issues with minors
- Fraudulent games
- Fraudulent practices
- License or regulation
- Unfair terms and conditions

Appendix B – Complaint Submission Form

As per the Guidelines – the below Complaint Submission Form must include, at minimum, the following information:

- Complainant's name, address, and place of residence.
- Complainant's account number (if applicable)
- Date of the complaint and date of the disputed event.
- Description of the conduct being disputed (using a selection of predetermined category topics if/as applicable).

<u>Details of the Complainant</u>	
Name	
Surname	
Account Number	
Address (Include, Full Address, Post Code, City, Country)	
Telephone Number	
E-mail address	
<u>DETAILS OF THE COMPLAINT</u>	
Date(s) of incident(s) leading to Complaint	
Time of incident(s) leading to Complaint	
Type of product, service	
Description of the Complaint (Please write clearly and legibly).	
List of documents in support of your complaint enclosed with this form (Please enclose copies of all relevant documents e.g. Correspondences, Agreements, Proof of payments/invoices etc.)	

Signature	I hereby certify and confirm that to the best of my knowledge, the information furnished above is true, accurate, correct and complete.
	Date of Submission
<u>FOR OFFICIAL USE ONLY</u>	
Received on:	
Received by:	
Assigned to:	
Date of resolving	