

COMPLAINTS POLICY
INTERSEAL B.V.
Registration number: 163945



**Jonathan Marshall Ruwel
Heymans** obo Kurason Trust
Curacao N.V., the Managing
Director

CONTENTS

1.	GENERAL PROVISIONS AND POLICY STATEMENT.....	4
2.	DEFINITIONS AND ABBREVIATIONS.....	4
3.	SUBMITTING A COMPLAINT	4
4.	COMPLAINT RESOLUTION	5
5.	ALTERNATIVE DISPUTE RESOLUTION	5
6.	AUTHORITY ESCALATION.....	6
7.	CONTACT POINTS	6
8.	RECORD KEEPING	6
9.	REGULATORY REPORTING	6
10.	INFORMATION IN OUR TERMS AND CONDITIONS	6
12.	CONTACT INFORMATION	7
13.	POLICY HISTORY.....	7

KEY INFORMATION

Approving Official(s):	Jonathan Marshall Ruwel Heymans obo Kurason Trust Curacao N.V., the Managing Director
Responsible Office:	Jonathan Marshall Ruwel Heymans obo Kurason Trust Curacao N.V., the Managing Director
Effective Date:	19.05.2025
Next Review Date:	19.05.2026

1. GENERAL PROVISIONS AND POLICY STATEMENT

- 1.1. This Complaints Policy outlines the framework for managing Players (Customers) complaints and disputes, ensuring a transparent, fair, and efficient process in alignment with the requirements under Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, LOK).
- 1.2. Adherence to this Complaints Policy is considered a requirement under the LOK, and failure to comply will be addressed by the Curacao Gaming Authority (CGA) in accordance with its monitoring and enforcement procedures.
- 1.3. The Complaints Policy guarantees Players (Customers) access to a straightforward and effective dispute resolution process, including free alternative dispute resolution (ADR) services that prioritize quality and independence.
- 1.4. In accordance with Article 5.3 of the LOK, further rules, policies and guidelines regarding complaints and ADR processes may be established. Execution of this Complaints policy is the responsibility of our Compliance Role representative (MLRO or Managing Director).

2. DEFINITIONS AND ABBREVIATIONS

- 2.1. **ADR** – Alternative Dispute Resolution.
- 2.2. **Company** – Interseal B.V., a legal entity validly registered and existing under the laws of Curacao, identification number: 163945, adress: Schottegatweg Oost 10 Unit A1K 10 Unit 1-9, Bon Bini Business Cente, Curasao.
- 2.3. **GCB** – Gaming Control Board of Curacao.
- 2.4. **CGA** – Curacao Gaming Authority.
- 2.5. **NAF** – Netherlands Antillean guilder, the currency of Curaçao.
- 2.6. **Gambling or Gambling Game** — any online game posted on the Website that means playing a game of chance for a Prize. Game of chance includes (i) a game that involves both an element of chance and an element of skill, (ii) a game that involves an element of chance that can be eliminated by superlative skill, (iii) a game that is presented as involving an element of chance but does not include a sport.
- 2.7. **Customer** — an individual, who uses the Website and/or familiarizes himself with the provisions of the Website, these Policy and the provisions of other documents, and intends to register on the Website to participate in Gambling (acquire a Player status).
- 2.8. **Third Parties** — any individuals and/or legal entities other than the User and/or the Player, in particular, but not exclusively: family members, spouses, friends, partners, counterparties, creditors, service providers, agents, etc.
- 2.9. **Website** — the official websites of the Company, on which Customer may play the Gambling Games.
- 2.10. In this Policy singular include the plural, and the plural include singular in cases of a need for interpretation.

PROCEDURE FOR COMPLAINTS

3. SUBMITTING A COMPLAINT

- 3.1. Players may lodge a complaint free of charge within six months of the incident related to their participation in a game of chance (Game) or in the case of P2P (such as poker, if applicable on our Website) or ante post fixed odds betting the six month clock begins after the resolution of the specific event rather than the placement of the wager.

- 3.2. Complaints must be submitted using a clearly outlined methodology (online form or complaints template in a downloadable Word or PDF that can be emailed), which is prominently accessible on our Website and also referenced in the Terms and Conditions.
- 3.3. The form must include:
 - 3.3.1. Complainant's name, address, and place of residence.
 - 3.3.2. Complainant's account number (if applicable).
 - 3.3.3. Date of the complaint.
 - 3.3.4. Description of the conduct being disputed (using pre-determined category topics if applicable).
 - 3.3.5. Language options: English or language of our target market.
 - 3.3.6. Any supporting documentation the Player requires to include as part of the complaint.

4. COMPLAINT RESOLUTION

- 4.1. Complaints related to responsible gaming will be prioritized due to potential impacts on Player well-being. Our Company will adhere to the Responsible Gaming policy issued by the CGA and complaints that fall within the scope of that policy are considered subject to this clause. Our Company will use best in efforts resolve these cases within five business days. If more time is needed, We will inform our Players about the delay, which cannot exceed two weeks.
- 4.2. Regarding any other Complaint, within one week of receiving a complaint, our Company will:
 - 4.2.1. Confirm receipt of the complaint in writing via email or preferred communication method.
 - 4.2.2. Provide an explanation of how the complaint will be processed
 - 4.2.3. Expected timeline for resolution.
- 4.3. Our Company will assess and respond to complaints within four weeks. If necessary due to complexity or lack of information, this period may be extended once by an additional four weeks, with prior written notice to the complainant.
- 4.4. A Player will always receive a final determination of their complaint in writing. The response will be either:
 - 4.4.1. A reasoned final assessment of the outcome/resolution of the complaint with supporting evidence if necessary or applicable.
 - 4.4.2. Detailed reasons for not handling the complaint. If additional information is reasonably required to address the complaint fully, our Company may request this information within the initial four week time period. Should the complainant not provide the necessary information within that time period, our Company may reject the complaint.

5. ALTERNATIVE DISPUTE RESOLUTION

- 5.1. Where for any reason our Company does nor or is unable to resolve an issue to the Player's satisfaction, the Player is informed that the matter may be escalated by the Player to an independent ADR entity. In order to be compliant with the license conditions as mandated by the LOK, our Company may offer independent ADR services to our Players.
- 5.2. If a complaint cannot be resolved internally, Players are entitled to escalate the matter to an independent ADR provider, free of charge. For avoidance of doubt, our Company will bear all costs of the ADR process.

- 5.3. The contact information for the ADR provider will be included in all complaint communications and may be included in the Terms and Conditions of our website (in case of execution of the agreement between ADR provider and our Company and in case of existence of relevant ADR provider).
- 5.4. ADR is not mandatory for the Player as part of the escalation process, but it is at the discretion of our Company as to whether or not make it mandatory for the Player.

6. AUTHORITY ESCALATION

- 6.1. Please note that the CGA will not resolve or make decisions on complaints regarding gambling-related transactions. However if a Player believes that our Company is in breach of regulations, a Player may contact the Curacao Gaming Authority via an Online Form available on the CGA website. While the CGA not mediate in individual disputes but may use the information to support its supervisory activities.

7. CONTACT POINTS

- 7.1. Players may submit complaints via one or more of the following:
 - 7.1.1. support@pd.games
 - 7.1.2. Online form on our Website.

8. RECORD KEEPING

- 8.1. Our Company keeps a log of all complaints, including those: (I) Resolved internally (whether upheld or rejected), (II) Unresolved, (III) Escalated to ADR, (IV) Escalated to legal proceedings.
- 8.2. All complaint records will be securely maintained for at least five years, including details of unresolved and complaints that have been escalated to ADR or legal proceedings.

9. REGULATORY REPORTING

- 9.1. Our Company submits reports to the CGA on January 15th and June 15th and every year, summarizing the following: (I) Total number of complaints made, (II) Total number of complaints closed (settled and rejected), (III) Number of pending or unresolved complaints, (IV) Number of complaints by category, (V) Number referred to ADR and the subsequent outcomes of each, (VI) Number and detail of complaints for which a Player has taken legal action.
- 9.2. Our Company Ensures transparency and compliance with ADR decisions and regulatory updates. The CGA reserves the right to request, at any time, access to records of any and all complaints received as well as any disputes that are pending resolution.

10. INFORMATION IN OUR TERMS AND CONDITIONS

- 10.1. The Complaints procedure statement will be visible and accessible on our Website as a standalone link or document. The Complaints procedure will also be clearly outlined in the Terms and Conditions. Information provided includes at a minimum:
 - 10.1.1. Links to Customer service and information on how to contact our Company.
 - 10.1.2. Detail of information required for a Player to make a complaint and links to either/both either

- 10.1.3. The online form or the downloadable PDF/Word document.
- 10.1.4. Timelines for responses and resolution.
- 10.1.5. Player rights to complain including explicit rights to ADR services and regulatory escalation.
- 10.1.6. 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.
- 10.1.7. Details of the ADR process and Player rights.
- 10.1.8. Contact information for the ADR provider(s).
- 10.1.9. Clear information that the CGA does not mediate in individual disputes, but if the Player feels that our Company is in breach of regulations, the Player may contact the CGA.

11. REASONS FOR COMPLAINT

- 11.1. The Player is entitled to make a complaint regarding any part of their relationship with our Company or any incident related to their participation in a game of chance. This includes (but is not limited to):
 - 11.1.1. Deposit issues;
 - 11.1.2. Withdrawal issues;
 - 11.1.3. Bonus terms and conditions;
 - 11.1.4. Account closures or restrictions;
 - 11.1.5. Alleged errors or unfairness in game outcomes;
 - 11.1.6. Responsible gaming issues;
 - 11.1.7. Treatment of Player balances;
 - 11.1.8. KYC and Verification;
 - 11.1.9. Data Protection;
 - 11.1.10. Technical or Software issues;
 - 11.1.11. AML concerns;
 - 11.1.12. Issues with minors;
 - 11.1.13. Fraudulent games;
 - 11.1.14. Fraudulent practices;
 - 11.1.15. License or regulation.

12. CONTACT INFORMATION

- 12.1. For any questions regarding this policy, please contact: support@pd.games or send a mail on the address: Schottegatweg Oost 10 Unit A1K 10 Unit 1-9, Bon Bini Business Center, Curaçao.

13. POLICY HISTORY

May 19, 2025	Complaints Policy update (Annual update)
--------------	--

December 02, 2024	Complaints Policy update (legal changes)
June 12, 2024	Complaints Policy update (legal changes)
May 24, 2024	Complaints update (Annual update)
December 12, 2023	Complaints Policy update (legal changes)
June 20, 2023	Complaints Policy update (legal changes)
May 24, 2023	Initial Complaints Gaming Policy