

INFUSION TECH B.V.

Player Complaints Policy

Company Number: 120001

Curaçao Gaming License OGL/2024/1567/0779

A handwritten signature in blue ink, consisting of a large, stylized 'R' or 'B' shape with a long, sweeping tail.

Effective Date: 08/07/2025

1. Overview of the Player Complaints Policy

This Player Complaints Policy ("Policy") has been officially adopted and issued by Infusion Tech B.V., a private limited liability entity established under the laws of Curaçao, registered under company number 120001, and authorized to operate under license number OGL/2024/1567/0779 granted by the Curaçao Gaming Control Board.

The Policy sets out a structured and transparent framework for the submission, handling, and resolution of complaints received from players. It underscores Infusion Tech B.V.'s dedication to ensuring fairness, transparency, and robust player protection in full adherence to Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de Kansspelen, LOK), as well as the supervisory directives issued by the Curaçao Gaming Authority (CGA).

This Policy's primary aim is to guarantee players access to an impartial, efficient, and effective complaint resolution mechanism. It also affirms each player's right to escalate unresolved issues to independent and cost-free Alternative Dispute Resolution (ADR) services, as mandated by Curaçao's licensing regime.

The provisions contained herein apply to all players upon the creation of an account and engagement with the gaming services provided by Infusion Tech B.V. Acceptance of this Policy is confirmed either through explicit acknowledgment such as checking a consent box or accepting a pop-up prompt during the account registration process, or by continued usage of the services under the company's gaming license.

Furthermore, this Policy operates in alignment with relevant private law obligations, including those laid out in Book 6 of the Civil Code of Curaçao concerning general terms and conditions. Nothing within this Policy shall be interpreted as restricting or negating the legal rights of players as defined by applicable civil legislation.

2. Definitions

For the purposes of this Complaints Policy, the following terms shall be interpreted as follows:

Player

A *Player* is defined as any individual who has successfully created an account with Infusion Tech B.V., completed all necessary identity verification and customer due diligence procedures, and engaged in one or more gaming activities available on the company's licensed platform.

Complaint

A *Complaint* refers to a written communication from a Player expressing dissatisfaction with any aspect of Infusion Tech B.V.'s operations, terms, decisions, or services, in which the Player requests clarification, corrective action, or an official response.

Dispute

A *Dispute* arises when a Complaint remains unresolved to the Player's satisfaction after the internal complaint resolution process has been exhausted and is subsequently escalated to

an external Alternative Dispute Resolution (ADR) provider or to the appropriate judicial authority.

Alternative Dispute Resolution (ADR)

Alternative Dispute Resolution (ADR) is a neutral process conducted by a third-party entity certified by the Curaçao Gaming Authority (CGA) for the purpose of resolving outstanding Complaints between the Player and Infusion Tech B.V. ADR services are provided free of charge to the Player, with all associated costs fully covered by the operator.

Responsible Gaming Complaint

A *Responsible Gaming Complaint* concerns the enforcement or adequacy of responsible gambling measures by Infusion Tech B.V., such as the activation of self-exclusion tools, cooling-off mechanisms, or the failure to protect individuals deemed vulnerable, in line with the company's Responsible Gaming Policy.

Technical Issue

A *Technical Issue* refers to any disruption, malfunction, or failure affecting the software, systems, or hardware operated by Infusion Tech B.V. that interferes with a Player's ability to access or participate in gaming services, including through desktop or mobile platforms.

Fraudulent Activity

Fraudulent Activity encompasses any behavior, action, or scheme designed to mislead, deceive, or secure an unfair advantage within the gaming environment. This includes but is not limited to unauthorized account access, manipulation through bots or automated scripts, abuse of promotional offers, or the submission of falsified identity verification documents.

Complaint Handler

A *Complaint Handler* refers to the designated personnel or team at Infusion Tech B.V. tasked with receiving, evaluating, and resolving Complaints submitted by Players. All Complaint Handlers are professionally trained to comply with regulatory standards and are required to act objectively and fairly throughout the complaint handling process.

3. Complaint Submission Process

3.1 Timeframe for Lodging a Complaint

Players of Infusion Tech B.V. are entitled to lodge a Complaint within six (6) calendar months from the date on which the relevant bet was settled, the incident occurred, or the associated gaming event concluded. This timeframe applies uniformly across all forms of gaming provided by the company, including but not limited to peer-to-peer games such as poker, ante-post fixed odds betting, and live (in-play) sports betting.

For in-play betting markets where decisions are often based on fast-changing data Players are strongly encouraged to file Complaints at the earliest opportunity. This recommendation accounts for the fact that certain data, due to its dynamic nature, may not be retained indefinitely, and Infusion Tech B.V. cannot reasonably be expected to preserve such data beyond normal retention timelines.

3.2 Procedure for Official Complaint Submission

To maintain procedural fairness and consistency, only registered Players may submit Complaints, and such submissions must be made using the official Complaint Submission Form issued by Infusion Tech B.V.. This form is accessible in the following formats:

- A downloadable PDF or Word version available on the company's website, which can be completed and sent via email (or)
- An interactive online form available within the Player's account dashboard, which can be completed and submitted directly through the platform.

When completing the Complaint Submission Form, the Player must provide at least the following details:

- Full legal name, residential address, and Player account reference (if applicable).
- The date the Complaint is being submitted and the date on which the issue or decision in question took place.
- A clear and comprehensive description of the problem, supported with any relevant documents or evidence, if available.
- The category of the Complaint selected from a standardized list (e.g., deposit-related issues, withdrawal disputes, technical malfunctions, responsible gambling concerns).

Players should also be aware that Infusion Tech B.V. may request further information or documentation to facilitate a thorough and fair resolution process. Such requests will be proportionate and relevant to the complexity of the Complaint under review.

3.3 Oversight Role of the Curaçao Gaming Authority (CGA)

It is important for Players to understand that the Curaçao Gaming Authority (CGA) does not intervene in individual complaints between Players and licensed gaming operators. The CGA's role is strictly supervisory, using aggregate Complaint data to assess operator performance and to enforce compliance with applicable regulations.

Nonetheless, Players retain the right to contact the CGA directly if they suspect that Infusion Tech B.V. has engaged in any form of regulatory misconduct, malpractice, or a breach of licensing obligations. The company must not hinder or discourage any Player from reaching out to the CGA in such circumstances.

4. Complaint Resolution Process

4.1 Complaint Prioritization

Every Complaint received by Infusion Tech B.V. will be formally logged and reviewed to determine its urgency and prioritization. Complaints that involve matters of Responsible Gaming such as the failure to implement self-exclusion protocols or allegations of marketing to at-risk individuals will receive expedited attention, given the possible implications for Player wellbeing.

In cases concerning Responsible Gaming, the company aims to deliver a final resolution within five (5) business days. However, this period may be extended by a maximum of two (2) additional weeks in exceptional circumstances, including high case complexity or delays caused by external dependencies.

Complaints falling outside the Responsible Gaming category will be addressed in the order in which they are submitted. The standard target period for resolution is four (4) weeks, with the possibility of a single extension of up to four (4) additional weeks if the matter proves particularly complex or requires extensive information gathering.

4.2 Confirmation of Complaint Receipt

Upon receiving a Complaint, Infusion Tech B.V. will issue a formal written acknowledgment according to the following timelines:

- Within two (2) calendar days for Responsible Gaming-related Complaints.
- Within seven (7) calendar days for all other Complaint types.

This acknowledgment will include:

- Confirmation of the Complaint's receipt and issuance of a unique reference number for tracking purposes.
- A detailed outline of the procedural steps to be followed throughout the investigation and resolution process.
- An estimated timeframe for completion of the investigation, along with a notice on the conditions that may warrant an extension.

4.3 Investigation and Final Response

Each Complaint will be subject to a thorough and unbiased investigation. This process includes:

- Examination of relevant Player account data, transactional records, system logs, and historical communication entries.

- Internal consultation with departments such as Customer Support, Compliance, and Technical Operations to develop a complete and informed picture of the issue.
- Requests to the Player for any additional evidence or clarification required to ensure the integrity of the investigation.

The designated Complaint Handler will be responsible for conducting the investigation with transparency and attention to detail. At the conclusion of this process, the Player will be furnished with:

- A comprehensive written summary of the findings and the decision taken, including any supporting documentation where relevant.
- Clear guidance on the process for escalating the matter to an Alternative Dispute Resolution (ADR) provider, should the Player disagree with the outcome.
- Full contact information of the ADR provider(s) utilized by Infusion Tech B.V..

4.4 Application of Artificial Intelligence (AI)

Infusion Tech B.V. may deploy AI-based tools to enhance efficiency in areas such as complaint categorization and trend detection. However, decisions involving AI assistance will be subject to mandatory human oversight in the following scenarios:

- Complaints that pertain to Responsible Gaming obligations.
- Complex Complaints or those containing sensitive personal, financial, or account-related data.

All AI-assisted outcomes will be reviewed by a qualified human agent to verify compliance, fairness, and regulatory alignment ensuring the protection of Player rights at every stage.

5. Alternative Dispute Resolution (ADR)

5.1 Access to ADR Services

If a Player remains dissatisfied after completing the internal Complaints process, they have the right to escalate the matter to an independent ADR provider. ADR services are provided to the Player at no cost, with all associated expenses fully covered by Infusion Tech B.V.

5.2 Binding Nature of ADR Decisions

Once the ADR process concludes and a determination has been issued, neither the Player nor Infusion Tech B.V. may initiate the same matter with another ADR entity. However, Players retain the right to pursue legal remedies in accordance with applicable laws if the ADR outcome is not binding under private law.

5.3 Limitations on ADR Abuse

To prevent misuse of ADR services, Infusion Tech B.V. may, after consultation with legal advisors, establish reasonable parameters for referrals, such as minimum claim thresholds. These measures must remain proportionate, legally compliant, and subject to oversight by the regulator.

6. Record-Keeping and Reporting

6.1 Record Maintenance

Infusion Tech B.V. acknowledges its obligation under Curaçao's regulatory framework to maintain thorough, accurate, and securely stored records for all Complaints submitted by Players. These records include, but are not limited to, the following:

- Copies of all Complaint Submission Forms received, whether in electronic or physical format
- All correspondence exchanged between the Player and the company's representatives during the complaint resolution process
- Internal investigation reports and supporting documents such as account histories, transaction records, and technical assessments
- Documentation of any referrals to an ADR provider or legal proceedings initiated by either party

These records will be retained for no less than five years from the date the Complaint is resolved. In situations where a shorter retention period is mandated by data protection legislation, statutes of limitation, or other legal provisions, that shorter period will apply. Infusion Tech B.V.'s data retention practices are fully aligned with regulatory requirements and applicable privacy laws.

6.2 Regulatory Reporting Obligations

In addition to internal record maintenance, Infusion Tech B.V. prepares and submits detailed biannual reports to the Curaçao Gaming Authority. These reports are due on January 15th and June 15th of each calendar year and must include:

- The total number of Complaints submitted by Players during the reporting period
- A breakdown of resolved Complaints, indicating how many were upheld and how many were rejected
- The number of unresolved or pending Complaints as of the reporting date

- Classification of Complaints by category, such as technical malfunctions, payment issues, or Responsible Gaming matters
- The number of Complaints escalated to ADR and the results of those escalations
- A summary of legal proceedings initiated by Players, including the number and nature of such cases

The Curaçao Gaming Authority reserves the right to request access to Complaint records at any time to perform its supervisory role. Infusion Tech B.V. will cooperate fully and provide all requested documentation promptly and in the required format.

7. Terms and Conditions Integration

This Complaints Policy forms an essential part of Infusion Tech B.V.'s Terms and Conditions and is made available to all Players in a format that is clear, visible, and easily accessible.

To ensure transparency and accessibility, Infusion Tech B.V. implements the following measures:

- The full Policy is published as a separate document and can be accessed through a prominently displayed link on the homepage, the registration interface, and within the Player's account dashboard
- A concise summary of the complaint-handling procedure is included in the Terms and Conditions, accompanied by direct hyperlinks to the complete Policy text
- Players are required to actively acknowledge and accept the Complaints Policy during the account registration process, using interactive tools such as a confirmation checkbox or pop-up notification to confirm their informed consent

Additionally, the Terms and Conditions provide:

- A detailed explanation of how Complaints can be submitted, including applicable timelines for resolution
- Information regarding the Player's right to escalate unresolved Complaints to an independent ADR body and to pursue legal action if appropriate under applicable law
- A clear note indicating that although the Curaçao Gaming Authority does not intervene in individual dispute cases, it remains available to receive reports concerning regulatory violations or non-compliance

8. Reasons for Complaint

Players using the services of Infusion Tech B.V. have the right to file Complaints concerning any area of their interaction with the company's gaming and betting operations. The following list provides examples of common issues that may serve as grounds for submitting a Complaint, though it is not exhaustive:

- **Deposit-Related Problems:** Delays, processing failures, or errors encountered when attempting to credit funds to a Player's account
- **Withdrawal Disputes:** Issues involving delays, denials, or disagreements regarding requested payouts
- **Bonus and Promotional Conditions:** Concerns about the fairness, clarity, or enforcement of bonus terms and promotional offers
- **Account Suspension or Limitations:** Complaints about perceived unjustified account restrictions, closures, or suspensions
- **Game Fairness Issues:** Reports of software errors, technical malfunctions, or outcomes believed by Players to be unfair or incorrect
- **Responsible Gaming Failures:** Claims involving the company's failure to apply or honor Player requests for self-exclusion, cooling-off periods, or other protective measures
- **KYC and Verification Matters:** Frustrations or concerns regarding delays or perceived inconsistencies in the identity verification and customer due diligence process
- **Personal Data Handling:** Allegations of mishandling or inadequate protection of Player personal information
- **Technical and Platform Issues:** Difficulties accessing or using the platform due to software bugs, loading failures, or interface problems
- **Fraudulent Behavior:** Reports of deceptive conduct, whether by external parties or by internal parties connected to the operator
- **Unauthorized Access by Minors:** Cases where underage individuals have gained access to the company's services in violation of age restrictions
- **Regulatory or Licensing Concerns:** Suspicions that Infusion Tech B.V. has breached the terms of its license or failed to comply with applicable regulatory requirements

Players are strongly encouraged to include detailed descriptions and any supporting documentation when submitting a Complaint, as this assists in a timely and accurate resolution.

9. Governing Law and Jurisdiction

This Complaints Policy is subject to the laws of Curaçao and shall be interpreted accordingly. Any legal claims or disputes arising in relation to this Policy that are not settled through Infusion Tech B.V.'s internal Complaints procedure or through Alternative Dispute Resolution (ADR) shall be brought exclusively before the competent courts of Curaçao. This provision does not limit the right of Players to pursue legal proceedings in their country of residence if such rights are afforded under applicable local legislation.

10. Contact Information

Players who wish to file a Complaint or require further assistance may contact Infusion Tech B.V. through the following channels:

- **Complaints:** security@1xbet.africa
- **Live Chat Support:** Available at all times through <https://1xbet.africa/en>
- **Complaint Submission Form:** Accessible via <https://1xbet.africa/en>
- **Alternative Dispute Resolution (ADR) Information:** Available at <https://1xbet.africa/en>
- **Curaçao Gaming Authority:** <https://www.gamingcontrolcuracao.org/>

