

Complaints Handling Policy

ROZAIRO N.V

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Control Statement

This Policy is the property of **Rozairo N.V.**, and it is a highly confidential and controlled document. It is not to be reproduced, distributed or used without written permission from the Board of Directors.

Recipients:

- Board of Directors
- Compliance Officer
- Internal Auditor
- Compliance/AML Team
- Customer Support Team

Definitions

Account	A registered player profile on the Company's gaming platform, used to access gaming services through the official and licensed gaming website of the Company, hold balances, and conduct transactions.
Alternative Dispute Resolution (ADR)	A process carried out by an independent entity certified by the CGA , aimed at providing impartial review and resolution of unresolved complaints between players and the Company. ADR services are provided free of charge to the player, with all related costs covered by the Company.
AML/CFT	Anti-Money Laundering and Countering the Financing of Terrorism
Compliance Officer	The designated senior executive at management level responsible for overseeing a Company's compliance with Anti-Money Laundering (AML) and Countering the Financing of Terrorism (CFT) laws and regulations. Appointed under Section V.3 of the Regulation for combating AML/CTF of January 2025, the CO serves as the Company's central point of contact for handling reported suspicions of money laundering or terrorist financing from employees and partners. Their duties include developing, implementing, and maintaining the Company's Internal Policies and Procedures related to AML/CFT, ensuring their effective application across the organization, and continuously monitoring compliance to mitigate financial crime risks.
Business Day	Any day other than a public holiday or weekend in Curaçao.
BoD	The Board of Directors of the Company.
Company	Means the Rozairo N.V
Customer	• Any person or entity that maintains an account with the Company.

	- Any person or entity on whose behalf an account is maintained by the Company. - Beneficiaries of transactions who maintain an account with the Company.
Complaint	Any expression of dissatisfaction submitted by or on behalf of a customer relating to the provision of gaming services.
Complainant	A customer or authorized representative who submits a complaint.
CGA	The Curacao Gaming Control Board or the “Regulator”.
Dispute	A complaint that remains unresolved to the player’s satisfaction after exhausting the internal complaint handling process and has subsequently been escalated either to an independent ADR provider or to a competent court of law.
Financial Transactions	Means deposits and withdrawals through the Account (bonusses are not included). Amounts wagered and winnings are considered as gambling transactions. Gambling transactions are not considered as financial transactions.
Policy	This Complaints Handling Policy.
ML/TF	Money Laundering and Terrorist Financing
Fraudulent Activity	Any act or omission carried out with the intent to deceive, defraud, or gain an unfair advantage. This includes, but is not limited to, account takeovers, the use of automated tools or bots, bonus abuse, or submission of falsified identification documents.
Gaming Services	Sports betting, esports-betting, fantasy sports, lottery and bingo, online casino games, skill-based games and virtual sports, as well as related ancillary services necessary for the operation of gaming accounts, including balance maintenance, transaction processing, customer verification, and account management.
Player	Means Customer.
Responsible Gaming Complaint	Any issue raised by a player concerning the enforcement or effectiveness of responsible gambling measures, such as the availability and timely implementation of self-exclusion or cooling-off periods, or any alleged failure to protect vulnerable individuals as outlined in the company’s Responsible Gaming Policy.
Technical issue	Any malfunction, outage, or defect within the software, hardware, or systems operated by the Company that affects a player’s ability to participate in gaming activities via the website, mobile application, or other supported platforms.

Contents

1. Company Information	5
2. Purpose	5
3. Scope.....	6
4. Submission of Complaints	7
4.1. Complaints Timeframe	7
4.2. Submission of Official Complaint.....	7
4.3. Role of the Curacao Gaming Authority	7
5. Complaints Handling Procedure	8
5.1. How the Company prioritizes Complaints	8
5.2. Acknowledgement.....	8
5.3. Investigation.....	8
5.4. Resolution Timeframe	8
5.5. Communication of Decision.....	9
6. Escalation	9
7. Alternative Dispute Resolution (ADR).....	9
7.1. Access to independent help	9
7.2. When ADR is the final step	9
7.3. Maintaining fairness in the ADR process.....	9
8. Confidentiality	10
9. Record Keeping	10
10. Regulatory Reporting Obligations	10
11. Terms and Conditions	10
12. Governing law and jurisdiction	11
13. Periodic Review	11

1. Company Information

Rozairo N.V. is a company registered in Curaçao under registration number 163347, with its principal office located at Schottegatweg Oost 10, Unit 1-9 Bon Bini Business Center, Curaçao. The Company operates as an online casino and holds license number OGL/2024/157/0993 issued by the Curaçao Gaming Control Board (CGA). The Company is duly authorized and regulated by the CGA to offer business-to-consumer (B2C) remote gaming services, including games of chance and sports betting, through its approved domains: vaivalendo.com; pampago.com

The Company conducts its business operations from its headquarters in Curaçao and maintains full compliance with the licensing requirements and regulatory conditions imposed by the CGA. In accordance with such conditions, the Company is prohibited from offering its services to users located in restricted jurisdictions, including but not limited to the United States, Australia, Curaçao, France, Germany, Austria, Spain, Iran, Iraq the United Kingdom, and the Netherlands.

The Company strictly adheres to these territorial restrictions and does not target, promote, solicits, or provide services to individuals in jurisdictions where online gambling is prohibited.

2. Purpose

This Complaints Handling Policy establishes a transparent, fair, and consistent framework for managing Customers complaints in a timely and professional manner. It reflects the Company's commitment to high standards of customer service and regulatory compliance under the applicable laws and regulations of Curaçao, including AML/CTF obligations and the oversight of the CGA.

The primary purpose of this complaints policy is to ensure that all players have access to a transparent, impartial, and efficient process for resolving complaints. The Company is committed to addressing player concerns promptly and fairly. Furthermore, the policy ensures players have the right to escalate any unresolved disputes to independent and cost-free alternative dispute resolution (ADR) providers, fully aligned with the regulatory standards established by the jurisdiction of Curaçao.

This policy is binding on all players from the moment they register an account and begin utilizing the gaming services provided by the Company. By explicitly accepting the policy during registration (whether via checkbox, pop-up confirmation, or other acceptance mechanisms) or by continuing to use the gaming services offered under the Company's license, and maintained an Account, players are considered to have agreed to its terms.

The provisions contained within this policy are designed to operate alongside, and not to replace or diminish, any applicable obligations arising from private law, including, but not limited to, the provisions set forth in Book 6 of the Civil Code of Curaçao relating to general terms and conditions. Nothing in this policy shall limit or affect any rights players hold under applicable civil law.

3. Scope

This Policy applies to all complaints received from any Customer arising from both core gaming services and any ancillary services associated with the customer's use of their gaming account, including account maintenance, verification procedures, and payment processing:

- 1. Account opening or closure**
 - Unexplained account suspensions or closures
 - Unclear or unjustified account limitations
- 2. Deposits, withdrawals, or balances**
 - Delays in processing deposits
 - Deposits not appearing in your account
 - Errors related to deposit transactions
 - Unreasonable delays in processing withdrawals
 - Rejected or blocked withdrawal requests
 - Disputes over withdrawal eligibility
- 3. Suspected fraud or unauthorized activity**
 - Suspicion of fraudulent behavior by third parties
 - Concerns about platform security or integrity
 - Reports of minors gaining unauthorized access to the platform
- 4. KYC and verification procedures**
 - Concerns over identity checks or document requests
 - Delays or disputes during the verification process
- 5. Bonuses and Promotions**
 - Disputes over bonus terms and conditions
 - Concerns about the fairness of promotional offers
 - Issues meeting wagering requirements
- 6. Game fairness**
 - Suspected software malfunctions
 - Disputes over game outcomes or results
 - Concerns about fairness or transparency
- 7. Responsible gaming protections**
 - Failures to implement or respect self-exclusion requests
 - Issues with cooling-off periods or player protection measures
- 8. Data privacy and security**
 - Handling of your personal data
 - Concerns over data storage, processing, or misuse
- 9. Technical issues**
 - Platform access problems
 - Website or app malfunctions affecting your experience
- 10. Regulatory concerns**
 - AML/CTF related concerns
 - Suspected breaches of licensing requirements
 - Alleged violations of applicable regulations

4. Submission of Complaints

4.1. Complaints Timeframe

Players may submit a Complaint, free of charge, **within six (6) calendar months of the settlement of a bet, the occurrence of the relevant incident, or the conclusion of the gaming event** to which the Complaint relates. This six-month period applies uniformly across all gaming activities offered by the company, including but not limited to peer-to-peer games such as poker, ante-post fixed odds betting, and in-running sports betting.

For in-running betting markets, where outcomes depend on rapidly changing data, Players are encouraged to submit Complaints promptly. This guidance reflects the reality that certain data points are temporary in nature and may not be retained indefinitely. The company cannot reasonably be expected to preserve such transient data beyond its standard data retention policies.

4.2. Submission of Official Complaint

To ensure fairness and consistency, all Complaints must be submitted personally by the registered Player through the following channels:

- **Online Form:** vaivalendo.com and pampago.com
- **Postal Mail:** Schottegatweg Oost 10 Unit 1-9 Bon Bini Business Center, Curacao

Complainants are encouraged to include the following information:

- Full name and contact details
- Residential Address
- Account ID or username
- Detailed description of the issue
- Relevant supporting documents (if applicable)
- Desired outcome or resolution

Players may be requested to provide additional information or documentation reasonably necessary to allow the Company to conduct a thorough and impartial investigation. Any such requests will be reasonable and proportionate to the nature and complexity of the Complaint. It should be noted that the Complaint must be written in English or in Dutch.

4.3. Role of the Curacao Gaming Authority

Players should be aware that the CGA does not intervene in individual disputes between Players and licensed operators. The Regulator's role is supervisory, utilizing aggregated Complaint data to monitor compliance and support its regulatory oversight functions.

However, Players retain the right to report concerns directly to the CGA in instances where they believe the Company has engaged in regulatory breaches, malpractice, or violations of licensing conditions. The company must not impose any restrictions on a Player's ability to contact the CGA for these purposes.

5. Complaints Handling Procedure

5.1. How the Company prioritizes Complaints

The Company treats every complaint with the utmost seriousness. Once your complaint is received, it is carefully logged and reviewed to determine the appropriate priority level.

Complaints related to Responsible Gaming—such as issues involving self-exclusion or the safeguarding of vulnerable players—are given the highest priority as your well-being is paramount to us. Our target is to resolve such matters **within five (5) business days**. In exceptional circumstances, where the issue proves particularly complex, we may require **up to an additional two (2) weeks** to provide a thorough and well-considered response.

For all other types of complaints, we process them in the order they are received. More detailed information is provided in **Section 5.4**.

5.2. Acknowledgement

All complaints for Responsible Gambling matters shall be acknowledged within **two (2) business days** of receipt.

All other types of complaints shall be acknowledged within **seven (7) business days**.

Acknowledgement will include:

- Confirmation of receipt along with a unique case reference number;
- An outline of the steps involved during the investigation;
- An estimated timeline for resolution, with transparency on any potential extensions.

5.3. Investigation

We handle each complaint with care, diligence, and fairness. Our process typically includes:

- A comprehensive review of your account, transactional history, system activity, and all related communications;
- Collaboration with relevant internal departments, including Customer Support, Compliance, and Technical Operations;
- Direct communication with you if any additional information is required to ensure a complete and fair resolution.

The complaint will be reviewed by a designated **Complaints Officer** or the **Compliance Officer**, independent of the business unit involved.

If the complaint relates to AML/CTF issues (e.g., account freeze, SAR filing), the Compliance Officer will assess whether any AML Regulatory restrictions apply.

5.4. Resolution Timeframe

The Company aims to resolve all complaints (except those related to Responsible Gambling for which a separate timeframe applied) within **four (4) weeks**.

Where a final response cannot be provided within this timeframe due to complexity, the Company will inform the complainant of the delay in writing, and provide an estimated date for resolution, which shall not exceed **four (4) weeks**.

5.5. Communication of Decision

A written response will be provided, clearly explaining the outcome of the investigation, the Company's position, and any remedial measures (if applicable).

Once your case is resolved, you will receive:

- A clear and written explanation of our findings;
- Any supporting evidence, where applicable;
- Guidance on how to escalate the matter to an independent Alternative Dispute Resolution (ADR) service if you remain unsatisfied;
- Contact details of the relevant ADR providers.

6. Escalation

If the complainant is dissatisfied with the outcome, they may request that the matter be escalated to the **Board of Directors**, depending on the nature and gravity of the complaint.

For matters potentially involving criminal conduct (e.g., fraud, suspected money laundering), the Company reserves the right to escalate the matter directly to the **Financial Intelligence Unit (FIU) Curaçao**, the **Gaming Control Board (CGA)**, or law enforcement authorities.

7. Alternative Dispute Resolution (ADR)

7.1. Access to independent help

The Company is committed to resolving every complaint fairly, promptly, and in accordance with our regulatory obligations. However, if you remain dissatisfied after we have completed our internal complaints process, you have the right to escalate your case to an independent Alternative Dispute Resolution (ADR) provider.

ADR services are provided entirely free of charge to you. The Company covers all related costs to ensure players have unhindered access to an impartial, fair, and independent resolution process.

7.2. When ADR is the final step

Once your complaint has been reviewed and a decision issued by an ADR provider, this marks the conclusion of the ADR process. Neither you nor the Company may submit the same issue to a different ADR provider.

However, please note that if the ADR decision is not legally binding under private law, you retain the right to pursue legal action through the courts, should you wish to do so.

7.3. Maintaining fairness in the ADR process

To ensure that the ADR process remains fair and is not misused, the Company may apply reasonable conditions before referring cases — such as requiring a minimum claim value. These safeguards are designed to protect the integrity of the process and are always applied in accordance with applicable laws and under the supervision of our regulator.

8. Confidentiality

All complaints will be handled with the strictest confidentiality. In accordance with the AML/CTF Regulations, the Company shall not disclose whether a suspicious activity report (SAR) has been filed (prohibition of tipping-off), and the handling of such matters shall remain confidential.

9. Record Keeping

The Company shall maintain a **Complaints Register**, which includes:

- Date of receipt and response;
- Correspondence exchanged between the complainant and the Company throughout the complaints process;
- Summary of the complaint;
- Investigative steps taken such as reports and supporting documentation i.e. account histories, transactions logs, technical reports;
- Outcome and resolution;
- Escalation records (if any) such as referrals to ADR providers or any legal proceedings initiated by either party.

All records shall be retained for a period of **five (5) years**, in line with AML/CTF and record-keeping obligations.

10. Regulatory Reporting Obligations

In addition to internal record-keeping, the Company submits detailed reports to the CGA twice annually, on January 15th and June 15th. These reports include:

- The total number of complaints received;
- A breakdown of resolved complaints, specifying how many were resolved in favor of the player and how many were not upheld;
- The number of complaints pending or unresolved;
- Complaint categories (e.g., technical issues, payment delays, Responsible Gaming matters);
- The number of complaints escalated to ADR and the respective outcomes;
- The number and nature of cases where players have initiated legal proceedings;

The Regulator reserves the right to review our complaint records at any time as part of its supervisory functions. The Company is fully committed to cooperating with the CGA and will provide any requested information promptly and in accordance with the prescribed format.

11. Terms and Conditions

This Complaints Policy forms an integral part of the Company's Terms and Conditions and is presented to players in a manner that is always clear, visible, and easy to access.

To ensure full transparency, the Company:

- Publishes this policy as a standalone document with a clearly visible link on the homepage, registration page, and within the player account dashboard;
- Summarizes the complaints process within the Terms and Conditions, including direct links to the full policy for easy reference;
- Requires players to actively confirm that they have read and accepted this policy during registration, typically via a checkbox or pop-up, to ensure clear and informed consent.

The Terms and Conditions also clearly outline:

- How to submit a complaint and the expected timelines for resolution;
- Your right to escalate unresolved complaints to an independent ADR provider and, where applicable, to seek legal remedies;
- A clear statement that while the CGA does not mediate individual disputes, it remains available for any concerns regarding potential regulatory non-compliance.

12. Governing law and jurisdiction

This policy is governed by and interpreted in accordance with the laws of Curaçao. If any legal dispute arises from or relates to this policy and cannot be resolved through our internal complaints process or via Alternative Dispute Resolution (ADR), such matters will fall under the exclusive jurisdiction of the courts of Curaçao. However, this does not affect any rights you may have under applicable laws to bring legal action in your country of residence where such rights are provided by law.

13. Periodic Review

This policy shall be reviewed **annually** by the Compliance Officer and updated as necessary to reflect regulatory changes or operational developments. Revisions shall be approved by the Board of Directors.