

AQUARIUS ENTERTAINMENT N.V.

COMPLAINTS POLICY

Fair, transparent and timely resolution of player complaints

Schottegatweg Oost 10, Bon Bini Business Center Unit 1-9, Willemstad, Curaçao Company
Registration Number 161153

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Please read this Policy carefully for your own benefit and retain a copy for your records.

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1. Introduction and Purpose

The Website is operated by Aquarius Entertainment N.V., a company duly incorporated under the laws of Curaçao, having its registered office at Schottegatweg Oost 10, Bon Bini Business Center Unit 1-9, Willemstad, Curaçao, with Company Registration Number 161153 (hereinafter referred to as the “Company”, “We”, “Our” or “Us”).

The Company is committed to ensuring that all player complaints are handled promptly, clearly, transparently, fairly and consistently. We regard the manner in which we respond to complaints as a fundamental measure of the quality of our service and of our commitment to treating players fairly. This Policy sets out the standards you can expect from us, the rights available to you, and the procedures we follow when a complaint is received.

The purpose of this Policy is threefold: to provide players with a clear and accessible route to raise concerns; to ensure that every complaint is assessed objectively and resolved within defined timeframes; and to enable the Company to identify, learn from and remedy any shortcomings in its products, services or conduct. Where this Policy refers to “you”, “your” or “player”, this shall mean any registered player of the Website.

If you believe that your rights or legitimate interests have been violated, or that any aspect of your relationship with the Company has fallen short of the standards described here, we encourage you to contact us so that we may seek to put matters right.

1. Scope and Application

This Policy applies to all complaints made by registered players in connection with the products, services and conduct of the Company. It governs the entire complaint lifecycle, from initial contact through to final determination and, where applicable, escalation to an independent alternative dispute resolution entity.

This Policy should be read together with the Company’s Terms and Conditions, Privacy Policy and Responsible Gaming Policy, each of which forms part of the broader framework governing your relationship with the Company. In the event of any inconsistency between this Policy and those documents in respect of complaint handling specifically, this Policy shall prevail.

This Policy does not limit or replace any statutory rights you may have, nor does it restrict your ability to seek independent legal advice or to pursue legal remedies in accordance with applicable law.

2. Definitions

To assist you in understanding this Policy, the following terms have the meanings set out below:

- “ADR” means Alternative Dispute Resolution, an independent process for resolving disputes outside of court, as further described in Section 13.

- “CGA” means the Curaçao Gaming Authority, the regulatory body responsible for the supervision of licensed gaming activities in Curaçao.
- “Complaint” means any expression of dissatisfaction, whether oral or written, made by a registered player concerning the products, services or conduct of the Company, to which a response or resolution is expected.
- “Complaint Submission Form” means the form, in downloadable or online format, used to initiate the formal complaints process.
- “Responsible Gaming” or “RG” refers to the policies, tools and measures designed to protect players from gambling-related harm, as set out in the Responsible Gaming Policy.
- “Vulnerable Player” means a player who, by reason of personal circumstances, may be at heightened risk of gambling-related harm or may require additional support or protection.
- “Website” means the online platform operated by the Company through which gaming services are offered to registered players.
- “Working day” or “business day” means any day other than a Saturday, Sunday or public holiday in Curaçao.

3. Our Commitment and Guiding Principles

The Company handles all complaints in accordance with the following guiding principles, which underpin every stage of the process:

- Accessibility: the complaints process is straightforward to use, available free of charge, and offered in a manner that does not disadvantage any player.
- Fairness and objectivity: every complaint is assessed on its merits, impartially and without prejudice to the player’s standing or relationship with the Company.
- Transparency: players are kept informed of how their complaint will be handled, the expected timeframe, and the reasons for any decision reached.
- Timeliness: complaints are acknowledged and resolved within the defined timeframes set out in this Policy.
- Confidentiality: complaints are handled with appropriate discretion and in accordance with applicable data protection law.
- Accountability and improvement: the Company records, monitors and reviews complaints to identify trends and to improve its products, services and conduct.

4. Your Right to Make a Complaint

You have the right to make a complaint regarding any part of your relationship with the Company, or any incident related to your participation in a game of chance. Making a complaint will not, of itself, adversely affect your account or your standing with the Company. By way of illustration, and without limitation, complaints may relate to:

- 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
- Know Your Customer (KYC) and verification
- Data protection
- Technical or software issues
- Anti-Money Laundering (AML) concerns
- Issues concerning minors
- Fraudulent games
- Fraudulent practices
- Licensing or regulation
- Unfair terms and conditions

The list above is illustrative only and is not exhaustive. If your concern is not captured by one of these categories, you remain entitled to raise it, and it will be handled in accordance with this Policy.

5. Eligibility and Time Limits for Complaints

5.1 Eligibility

Complaints may only be made by the registered player to whom the relevant account belongs. You are not permitted to sell, donate, rent out, lease, pawn or pledge, under any title, any of your claims against the Company. Complaints made by third parties on your behalf will only be considered where appropriate authority and verification have been provided to the Company's reasonable satisfaction.

5.2 Standard time limit

You may lodge a complaint free of charge at any time up to six (6) months from the settlement of the bet or from the incident about which you are making a complaint. We nevertheless encourage you to raise any concern as soon as reasonably practicable, as this assists in the prompt and effective investigation of your complaint.

5.3 P2P and ante-post fixed-odds betting

In the case of peer-to-peer (P2P) betting, such as poker, or ante-post fixed-odds betting, the six (6) month period begins after the bet settlement or the conclusion of the specific event, rather than from the placement of the wager.

5.4 In-running (live) sports betting

In the case of complaints concerning in-running sports betting, while you may submit a complaint within six (6) months, you are advised that prompt action may be necessary. This is because the

investigation may depend on data specific to the complaint which, due to the nature of in-running betting, may only be available for a limited period. We therefore strongly encourage you to raise such complaints as soon as possible.

6. Customer Support and How to Submit a Complaint

6.1 Customer support and informal resolution

In the first instance, the Company offers customer support to assist with the informal resolution of concerns. Many matters can be resolved quickly and to the player's satisfaction at this stage. You may contact us via email: **info@aquariusnv.com**.

You may use these channels to seek clarification or informal resolution before initiating the formal complaints process described below. Using the informal route first is encouraged but is not a precondition to making a formal complaint.

6.2 Formal complaint submission

If the issue remains unresolved through informal support, you should proceed to submit the official Complaint Submission Form in order to initiate the formal process. The Complaint Submission Form is available to you as a downloadable form that can be completed and emailed, or otherwise uploaded, by you.

The downloadable Complaint Submission Form should be submitted to the Company by email to **info@aquariusnv.com**. A template of the Complaint Submission Form is provided at Appendix A to this Policy.

6.3 Form contents

To enable us to investigate your complaint effectively, the Complaint Submission Form requires, at a minimum, the following information:

- your name, address and place of residence;
- your account number (if applicable);
- the date of the complaint and the date of the disputed event; and
- a description of the conduct being disputed (using a selection of predetermined category topics, where applicable).

The Company may request that you include supporting documentation as part of your complaint. Any additional information or documentation requested by the Company shall be reasonable in the context of resolving the complaint, and will be used solely for that purpose.

6.4 Language

The Complaint Submission Form is available in English and in the language of the website that you are using. Where a translation is provided, the English-language version shall be used for the purposes of investigation and record keeping.

7. Complaint Handling Process

All complaints are handled with confidentiality, fairness and objectivity, and are assessed by appropriately trained personnel who are independent of the matter complained of wherever practicable.

7.1 Timeline for standard complaints

The Company will assess and respond to your complaint within four (4) weeks of receipt. If necessary, due to the complexity of the matter or a lack of information, this period may be extended once by an additional four (4) weeks, with prior written notice to you setting out the reasons for the extension.

7.2 Process for standard complaints

Within one (1) week of receiving a complaint, the Company will:

- confirm receipt of the complaint in writing;
- provide an explanation of how the complaint will be processed; and
- provide notice of the average timeline for the resolution of such complaints.

7.3 Final determination

You will always receive a final determination of your complaint in writing. The response will be one of the following:

- a reasoned final assessment of the outcome or resolution of the complaint, with supporting evidence where necessary or applicable; or
- detailed reasons for not handling the complaint.

If additional information is reasonably required to address the complaint fully, the Company shall request this information within the initial four (4) week period. Should you not provide the necessary information within that period, the Company may reject the complaint. If you are dissatisfied with the resolution and make a further complaint to that effect, you will be informed that you may escalate the matter to an independent ADR entity, as described in Section 13.

8. Responsible Gaming Complaints

The Company prioritises complaints related to responsible gaming due to the potential impact on player well-being. Such complaints are escalated and handled on an expedited basis.

8.1 What is categorised as an RG complaint

A complaint will be categorised as related to responsible gaming in any case where it concerns:

- the targeting of Vulnerable Players;
- the availability and/or timely implementation of self-exclusion and/or cooling-off measures; and
- the mandated consequences therein, as outlined in the Responsible Gaming Policy.

8.2 Timeline for RG complaints

The Company will use its best efforts to resolve RG-related cases within five (5) business days. If more time is needed by the Company to make a reasonable and informed decision, you will be informed of

the delay, which cannot exceed two (2) weeks. If a delay is due to a lack of, or a slow, response from you, the resolution period may be extended by no more than a further two (2) weeks.

8.3 Process for RG complaints

Within two (2) days of receiving an RG-related complaint, the Company will:

- confirm receipt of the complaint in writing;
- provide an explanation of how the complaint will be processed; and
- provide notice of the average timeline for the resolution of such complaints.

9. Confidentiality and Data Protection

The Company treats all complaints, and the personal information provided in connection with them, with appropriate confidentiality. Information relating to a complaint is shared only with those personnel and third parties who need it in order to investigate, resolve or report on the complaint, or where disclosure is required by law or by the CGA.

Any personal data you provide in the course of making a complaint will be processed in accordance with applicable data protection law and the Company's Privacy Policy. Such data will be used only for the purposes of handling and resolving your complaint, meeting the Company's regulatory and legal obligations, and improving the Company's products and services. You retain the rights afforded to you under applicable data protection law in respect of the personal data the Company holds about you.

10. Accessibility and Support for Vulnerable Persons

The Company is committed to ensuring that the complaints process is accessible to all players, including those who may require additional assistance. If you need support in formulating or submitting a complaint, our customer support team will provide reasonable assistance to help you do so.

Where the Company becomes aware that a complaint involves, or is made by, a Vulnerable Player, additional care will be taken in the handling of that complaint, and communications will be conducted by appropriately trained personnel. Complaints relating to responsible gaming are handled on the expedited basis described in Section 9.

11. Use of Artificial Intelligence

The Company may employ artificial intelligence (AI) to assist in the management of complaints, subject to the following safeguards:

- once a player complaint has been identified as pertaining to responsible gaming (Section 9), communications with the player will be conducted by a human, not by AI;

- complaints that can reasonably be considered complex will be dealt with by a human, not by AI; and
- AI records will be monitored to ensure that they are reasonable in their solutions and recommendations, and consistent across players with like-for-like complaints.

The use of AI is intended to improve the speed and consistency of complaint handling and does not diminish your right to a reasoned determination or to escalation under this Policy.

12. Alternative Dispute Resolution (ADR)

The provision of ADR services by the Company is mandatory. If you are dissatisfied with the resolution and the complaint cannot be resolved internally, the Company will provide you with access to an independent ADR service, free of charge. The Company covers all ADR costs.

12.1 Completion and recommencement

Once the ADR process is completed, it cannot be recommenced by either you or the Company with another, different ADR entity. In the event that you drop out of the ADR process after it has already begun, you will not have the right to resurface the dispute in the future.

12.2 Right to legal action

Except where mutually agreed under the specific terms of ADR, the Company does not restrict your right to take legal action independently of the ADR procedure.

12.3 ADR parameters

Where the Company sets ADR parameters in order to prevent abuse — such as whether ADR must be undertaken before a player can initiate legal proceedings, the binding nature of the ADR outcome on the player, or whether there is a minimum claim value required for escalation to ADR — the Company carefully considers these conditions, and has had regard to the CGA's advice to seek independent legal advice regarding any applicable civil legislation.

12.4 Compliance with ADR decisions

The Company will ensure transparency and compliance with ADR decisions and with applicable regulatory updates.

13. Role of the Curaçao Gaming Authority (CGA)

The Curaçao Gaming Authority (CGA) does not resolve or make decisions on individual player complaints regarding gambling-related transactions on the Company's website or websites. Unless deemed to have been inadequately handled, the decisions made by the Company and/or the ADR provider will not be subject to review or overturning by the CGA.

The CGA may, however, be contacted directly with regard to matters including, but not limited to:

- malpractice;

- breach of licence conditions; or
- whistleblowing.

While the CGA does not mediate in individual disputes, it will use information provided to it to support its supervisory and enforcement actions.

14. Regulatory Reporting

The Company submits reports to the CGA on 15 January and 15 June each year, based on complaints submitted to the Company since the previous reporting period by players using the Complaint Submission Form. Each periodic report summarises the following:

- the total number of complaints made;
- the total number of settled complaints (both upheld and rejected);
- the number of pending or unresolved complaints;
- the number of complaints by category;
- the number referred to ADR; and
- the number and detail of complaints in respect of which a player has taken legal action.

15. Record Keeping

The Company ensures that records of unresolved complaints, and of complaints that have been escalated to ADR or to legal proceedings, are kept for the lesser of five (5) years or the relevant period stipulated by data protection law, statute of limitations, or other applicable laws or guidelines.

The CGA reserves the right to request, at any time, access to records of complaints received as well as any disputes that are pending resolution. The Company shall ensure that such records are readily available at all times and are maintained in a secure and accurate manner.

16. Governance, Monitoring and Continuous Improvement

Responsibility for this Policy rests with the Company's Compliance Department, under the oversight of the Board of Directors. The Compliance Department is responsible for ensuring that the procedures described in this Policy are followed, that personnel are appropriately trained, and that complaints are recorded and monitored.

The Company monitors complaint data to identify trends, recurring issues and root causes, and uses this analysis to improve its products, services and conduct. This Policy is reviewed at least annually, and additionally whenever there is a material change in applicable law, regulation or the Company's operations, to ensure that it remains accurate, effective and compliant.

17. Contact Details

If you have any questions about this Policy, or if you wish to make a complaint, you may contact the Company as follows:

Aquarius Entertainment N.V.

Schottegatweg Oost 10, Bon Bini Business Center Unit 1-9, Willemstad, Curaçao Company

Registration Number 161153

Email: info@aquariusnv.com

Appendix A – Complaint Lifecycle at a Glance

The table below summarises the key stages of the complaints process and the indicative timeframes that apply. Responsible Gaming (RG) complaints are handled on an expedited basis, as set out in Section 9.

Stage	Indicative timeframe	What happens
Acknowledgement	Within 1 week (2 days for RG)	Written confirmation of receipt and an explanation of how the complaint will be handled.
Assessment	Within 4 weeks (5 business days for RG)	Investigation of the complaint, with any reasonable requests for further information.
Extension (if required)	One further period of up to 4 weeks	Permitted only where complexity or missing information requires it, with prior written notice.
Final determination	On conclusion of assessment	A reasoned written decision, or written reasons for not handling the complaint.
Escalation	After internal determination	Referral to an independent ADR entity, free of charge, if you remain dissatisfied.

Appendix B – Complaint Submission Form

Please complete all of the sections below and email this form to info@aquariusnv.com.

Full name	
Residential address and place of residence	
Player account number (if applicable)	
Contact email address	
Date of complaint	
Date of disputed event	

Description of complaint	
---------------------------------	--

Category (please select all that apply):

- ☐ Deposit issues
- ☐ Withdrawal issues
- ☐ Bonus terms and conditions
- ☐ Account closure / restrictions
- ☐ Errors / unfair game outcomes
- ☐ Responsible gaming issues ☐

Other

Supporting documents enclosed:

- ☐ Yes ☐ No

Declaration: I confirm that the information provided in this form is true and accurate to the best of my knowledge.