

Player Complaints Policy

Genius Touch B.V.

(company number 160903)

version as of 01 July 2025

Approving Official: Menno Jordaan, director

Effective Date: 01 July 2025

1. Introduction

This Complaints Policy (hereinafter referred to as the “Policy”) is adopted by GENIUS TOUCH B.V, a company duly incorporated and registered under the laws of Curacao, with registration number 160903, having its registered office at Kaya W.F.G. (Jombi) Mensing 24 Unit A, Curacao (hereinafter referred to as the “Company”, “we”, “us”, or “our”).

This Policy outlines the procedure by which we manage player complaints and disputes. It is designed to ensure a transparent, fair, and efficient resolution process in line with Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, “LOK”).

Compliance with this Policy is a regulatory requirement under the LOK. Failure to adhere to the Policy may result in oversight, investigation, and enforcement actions by the Curaçao Gaming Authority (“CGA”).

This Policy forms an integral part of our Terms and Conditions. By using our services, the player acknowledges and accepts the terms of this Policy. We may, at our discretion and in accordance with applicable laws, request players to expressly confirm their acceptance of this Policy through various means such as a checkbox during registration, a popup, or by other electronic confirmations.

The Company may also publish this Policy as a standalone document, accessible via a dedicated link on our homepage and/or during the registration process.

2. Definitions

2.1 Player Interaction

Player Interaction refers to any written communication initiated by a player and directed to our customer support team. This may include general inquiries, feedback, requests for assistance, or clarifications.

2.2 Complaint

A Complaint is defined as a written expression of dissatisfaction by a player concerning

our services, decisions, terms, or conduct. A complaint implies that the player expects a response or resolution. For reporting purposes, a complaint is considered valid once the Complaint Submission Form (outlined in Clause 3.2) has been submitted, or when the matter has been escalated to an Alternative Dispute Resolution (“ADR”) provider.

2.3 Dispute

A Dispute arises when a complaint remains unresolved to the player's satisfaction following our internal resolution process and is escalated either within the Company or to an independent third party such as an ADR provider or a court of law.

3. Complaint Submission Process

3.1 Complaint Window

This Policy applies to all players from the date of issuance of the Company's gaming license under the LOK.

Players may submit a complaint at any time and free of charge, within six (6) months from the date of the incident or the settlement of the bet in question. For peer-to-peer games and ante-post betting, the six-month period begins upon conclusion of the relevant event. In cases involving in-running sports betting, players are encouraged to submit complaints promptly, as certain technical data may not be retained beyond a short period.

3.2 Stages of Complaint Resolution

1. Only registered players are eligible to submit complaints. In accordance with Article 1.3(c) of the LOK, a player may not transfer, sell, donate, lease, or pledge any claims related to their account with us.
2. Our customer support team is available via email and/or live chat to address initial concerns.
3. Players must be provided with a Complaint Submission Form, available either as a downloadable document or as an online form. This form must request at least the following:
 - Player's full name, address, and place of residence;
 - Player's account number (if applicable);

- Date of the complaint and the date of the disputed event;
- Description of the issue being disputed (with optional selection from predefined categories).

The form will be made available in both English and the language of the website the player is using.

4. We may request reasonable supporting documentation from the player to assist in the resolution process.
5. We will offer an ADR option, in accordance with Section 5 of this Policy.
6. The Company will not limit the player's right to initiate legal proceedings, except as otherwise mutually agreed within the ADR process.

3.3 Role of the Curaçao Gaming Authority (CGA)

We are obligated to clearly communicate the CGA's role to players within our Terms and Conditions. The CGA does not intervene in or adjudicate individual complaints involving gambling transactions.

Decisions made by the Company and/or ADR providers will not be reviewed or overturned by the CGA unless a failure in proper complaint handling has been identified. Players may, however, contact the CGA regarding suspected violations, malpractice, or breaches of licensing conditions. While the CGA does not mediate disputes, it may use such information for regulatory and enforcement purposes.

4. Complaint Resolution Process

4.1 Responsible Gaming Complaints

We give priority to complaints relating to responsible gaming, such as the targeting of vulnerable players or failures in implementing self-exclusion. Such complaints should be resolved within five (5) business days.

Within two (2) business days of receipt, we will:

- Acknowledge the complaint in writing;
- Explain the complaint handling process;

- Provide an estimated timeline for resolution.

Should additional time be necessary, the delay must be justified and shall not exceed two (2) weeks, unless the delay is due to a lack of response from the player, in which case a further two (2) weeks may be granted.

4.2 Other Complaints

Complaints unrelated to responsible gaming must be resolved within four (4) weeks, extendable by an additional four (4) weeks if necessary and upon written notice.

Within seven (7) days, we will:

- Confirm receipt in writing;
- Explain the complaint handling process;
- Inform the player of the anticipated timeline for resolution.

4.3 Final Response

Each player will receive a written final response that includes:

1. A reasoned final decision, supported by evidence if applicable;
2. An explanation if the complaint is not being processed;
3. An indication of the player's right to escalate to ADR if they remain unsatisfied.

4.4 Use of Artificial Intelligence

We may use Artificial Intelligence (AI) to support complaint resolution. However:

- Responsible gaming complaints and complex issues will always be handled by human staff.
- AI-generated responses will be monitored to ensure fairness and consistency.

5. Alternative Dispute Resolution (ADR)

We are committed to offering independent ADR services in compliance with licensing obligations under the LOK.

1. Full details of the ADR process are included in our Terms and Conditions.
2. We are required to maintain an agreement with at least one CGA-certified ADR provider, and to upload this agreement to the CGA Portal.
3. If a complaint cannot be resolved internally, the player has the right to escalate the issue to the designated ADR provider, free of charge. The Company will bear all associated costs.
4. Once the ADR process is completed, the case cannot be reopened or submitted to a different ADR provider.
5. If a player exits the ADR process prematurely, they may not resubmit the same complaint in the future.
6. Operators may set reasonable parameters for ADR to prevent abuse, but must ensure compliance with civil law and seek appropriate legal counsel. All such conditions will be assessed by the CGA for proportionality.

6. Record-Keeping and Reporting

The Company is obliged to:

1. Submit complaint reports to the CGA biannually (on January 15 and June 15), beginning January 2026.
2. Each report will include:
 - Total number of complaints;
 - Number of resolved complaints (upheld/rejected);
 - Number of pending/unresolved complaints;
 - Breakdown by complaint category;
 - Number escalated to ADR;
 - Number of complaints leading to legal action.
3. Maintain full transparency in ADR outcomes and updates to regulations.
4. Keep records of unresolved or escalated complaints for five (5) years, unless otherwise limited by applicable laws.
5. Provide the CGA with access to complaint and dispute records upon request.

7. Terms and Conditions

This Complaints Policy is published as a standalone document on our website and is fully incorporated into our Terms and Conditions.

Within our Terms and Conditions, we provide:

- Contact details for customer support;
- Direct access to the Complaint Submission Form (online and/or downloadable);
- Clear timelines for handling complaints;
- An explanation of player rights to ADR and regulatory escalation;
- The consequences of ADR decisions on further legal recourse;
- ADR contact details;
- A disclaimer that the CGA does not mediate individual disputes but may be contacted for regulatory breaches.

8. Reasons for Complaint

Players may raise complaints concerning any aspect of their interaction with us, including but not limited to:

1. Deposit or withdrawal issues
2. Bonus terms and conditions
3. Account closures or restrictions
4. Game outcomes
5. Responsible gaming breaches
6. Handling of player balances
7. Identity verification (KYC)
8. Data protection concerns
9. Technical or software faults
10. Anti-money laundering (AML) issues
11. Underage gambling
12. Fraudulent activity or manipulation
13. Regulatory non-compliance
14. Unfair or unclear terms

9. History

Date	Version
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01 July 2023	Initial Version 1.0
01 July 2025	Amended Version 2.0