

GREENWICH N.V.

Players Complaints Policy

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1. GENERAL

1.1. Introduction

This Policy sets out the comprehensive framework that Greenwich N.V. (the “Company”) follows when engaging with customer complaints and disputes. As a gambling operator licensed by the Curacao Gaming Authority (CGA), the Company is fully committed to providing transparent, fair, and efficient complaint resolution processes in accordance with the National Ordinance on Games of Chance (Landsverordening op de kansspelen, “LOK”).

This Player Complaints Policy aligns with the CGA’s standards and regulatory requirements under the LOK. We recognize the importance of maintaining exacting standards of customer service and providing accessible avenues for dispute resolution while ensuring compliance with all applicable regulatory obligations.

Adherence to this Complaints Policy is considered a requirement under the LOK, and failure to comply will be addressed by the CGA in accordance with its supervision, monitoring, and enforcement procedures.

1.2. Objective

The objective of this Policy is to create a structured, transparent, and fair process for handling player complaints and disputes, ensuring that all players have access to effective resolution mechanisms. This Policy guarantees players access to a straightforward complaint and dispute resolution process, including access to alternative dispute resolution (ADR) services that prioritize quality and independence.

1.3. Scope

This Policy applies to the Company with regard to all its business activities regulated and licensed by the CGA under the LOK. The scope covers all complaints and disputes with players under the CGA regulation, irrespective of the originating website or platform.

This Complaints Policy applies to all players of the Company from the date of license issuance, and the procedures and principles set out herein must be followed at all times by the Company’s directors, officers, employees, agents, and assignees. In particular, this Policy applies to all employees, contractors, outsourced staff involved in the Company’s gaming operations, including but not limited to customer support teams, marketing personnel, payment service teams, affiliate managers, senior management, and third parties engaged by the Company in any player interaction and support activities.

The Company’s Player Complaints Policy forms an integral part of its overall compliance

framework and is aligned with broader obligations concerning anti-money laundering, customer protection, data privacy, fraud prevention, and ethical operations.

The Company has designated a Compliance (Complaints) Officer to oversee the implementation and administration of this policy.

1.4. Policy Overview

This Complaints Policy outlines the framework for managing player complaints and disputes, ensuring a transparent, fair, and efficient process in alignment with the requirements under Article 5.3 of the LOK. The Complaints Policy guarantees players access to a straightforward and effective complaint and dispute resolution process, including free alternative dispute resolution (ADR) services that prioritize quality and independence.

The regulatory requirements under the LOK do not affect or override the applicable rules of private law, including, but not limited to, the provisions of Book 6 of the Civil Code of Curacao concerning general terms and conditions. The Company remains responsible for ensuring compliance with all relevant civil law obligations independently of this Complaints Policy.

1.4.1. Resolution Stages

The Company handles complaints through the following stages in accordance with CGA requirements:

1. Regular Interaction - Initial customer support via email and live chat
2. Formal Complaint Submission - Using official Complaint Submission Form
3. Internal Complaint Resolution - Formal investigation and response process
4. Alternative Dispute Resolution - Independent third-party resolution

This approach ensures players receive appropriate support at each stage while maintaining compliance with regulatory requirements. Except if mutually agreed under specific terms of ADR, the Company will not restrict the rights of the player to take legal action.

1.5. Definitions

Term	Definition
“Company”	means Greenwich N.V.
“CGA”	means Curacao Gaming Authority, gaming regulatory body which licenses and regulates online casinos

Term	Definition
“LOK”	is the National Ordinance on Games of Chance law of Curacao
“Player Interaction”	Any ordinary communication between a player and the Company’s customer support team or other first-line team (VIP team, CX team). This includes general enquiries, feedback, or requests for information, assistance, or clarification
“Complaint”	A written expression of dissatisfaction by a player relating to the Company’s services, decisions, terms, or conduct, which indicates the player is unhappy and expects a response or resolution. For reporting purposes, a complaint is effective only when the player has submitted a Complaint Submission Form
“Dispute”	A complaint that has not been resolved to the player’s satisfaction through the Company’s internal complaints process and has been escalated to an independent third party (e.g. an ADR provider or court of law)
“Vulnerable Person”	is defined as a person who: 1. Is under eighteen years of age. 2. Has no, or insufficient, control over his or her gambling behaviour, because of which he or she is, or threatens to become, addicted to one or more Games of Chance and, as a result, may cause harm to himself or herself or to other people. 3. Has been banned from playing any Game of Chance either on the Company’s initiative or at his or her own request. 4. Has been declared bankrupt
“ADR”	Alternative Dispute Resolution - independent third-party dispute resolution services performed by a CGA-approved alternative dispute resolution provider under a contract with the Company

1.6. Policy Review and Updates

This Player Complaints Policy will be reviewed annually and updated as necessary to ensure it remains effective and aligned with the industry’s best practices and regulatory requirements.

Any changes made to this policy as a result of the review process will be:

- Clearly documented and version-controlled
- Communicated to all relevant stakeholders, including employees, agents, and third-party partners.
- Submitted to the CGA for review and approval where required.
- Implemented across all relevant business processes and systems.

2. PLAYER INTERACTION PRINCIPLES

2.1. Regular Interaction

The Company is committed to providing exceptional customer service and maintaining ethical principles in all player interactions. In the first instance, the Company offers customer support via email and live chat (where available) to assist players with queries, requests, and other issues.

Customer Support and other player-facing Company staff endeavours to:

- Resolve all player issues amicably and efficiently,
- Act with the player's best interests in mind,
- Provide clear and helpful communication,
- Proactively provide adequate compensation and/or performance when players have been wronged, and
- Demonstrate loyalty to players while maintaining regulatory compliance.

All customer support interactions are handled professionally with the aim of preventing issues from escalating to formal complaints.

3. PLAYER COMPLAINTS

3.1. Filing a Formal Complaint

3.1.1. Eligibility and Submission Rights

Complaints can only be made by a **registered player**. In accordance with Article 1.3 section c of the LOK, a player is not allowed to sell, donate, rent-out, lease, pawn, or pledge, under any title, any of their claims against the holder of a gaming license from the CGA.

Players have the right to make a complaint regarding any part of their relationship with the Company, or any incident related to their participation in a game of chance. This includes (but is not limited 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 / KYC and Verification / Data Protection / Technical or Software issues / AML concerns / Issues with minors / Fraudulent games / Fraudulent practices / License or regulation / Unfair terms and conditions.

Players may lodge a complaint free of charge at any time **up to six months from the settlement of the bet or the incident** about which they are making a complaint.

Special Considerations:

- **P2P Games (such as poker) or ante post fixed odds betting:** The six-month period begins after bet settlement or conclusion of the specific event rather than placement of the wager.
- **In-running sports betting:** While players may submit a complaint within six months, prompt action may be necessary if the investigation depends on data that may no longer be available after a short period, insofar as the Company cannot reasonably be expected to preserve such data any longer.

3.1.2. Complaint Submission Form

To initiate a formal complaint, players must submit the official Complaint Submission Form (Annex B).

The Complaint Submission Form is made available to players via a link in the Complaints Procedure Statement which leads to either a document download (to be emailed to the website's support email) or a direct submission form.

Required Information: The Complaint Submission Form must always include the following mandatory sections in accordance with CGA requirements:

- Complainant's name, address, and place of residence,

- Complainant's account number (if applicable and known to the player),
- Date of the complaint and date of the disputed event, and
- Description of the conduct being disputed.

The form is to be made available in English and in the language of the website/domain that the player is using.

The form must not be overly complicated in language, required information or other input devices, so as to not dissuade the players from using it.

The Company may request supporting documentation that the player requires to include as part of the complaint. Any additional information or documentation requested by the Company must be reasonable in the context of complaint resolution.

While the form explicitly offers an option for the player to designate their complaint as pertaining to the responsible gaming issues, each submitted form, even if not designated as such, must be scrutinized for responsible gaming issues. Should any be identified, the complaint must be reclassified as a responsible gaming complaint and dealt with accordingly.

3.2. Timelines

3.2.1. Priority Handling: Responsible Gaming Complaints

Complaints related to **responsible gaming** are prioritized due to potential impacts on players' well-being. These complaints are categorized as responsible gaming when they are submitted with regards to:

- Targeting of Vulnerable Players,
- Availability and/or proper implementation of self-exclusion, limits, and/or cooling-off, and
- Mandated consequences outlined in the Responsible Gaming policy.

Resolution Target: Best efforts to resolve within five (5) business days.

Initial Response: Within two (2) days of receiving the 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 resolution.

Extensions: If more time is needed to make a reasonable and informed decision, players must be informed of the delay, which cannot exceed two (2) weeks. If delay is due to a lack of or slow response from the player, the resolution period may be extended by no more than a further two (2) weeks.

Any required additional information must be requested from the player within the

Resolution target period.

3.2.2. Standard Processing: All Other Complaint Types

Resolution Target: Four (4) weeks from receipt

Initial Response: Within one (1) week of receiving the 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 resolution.

Extensions: If necessary, due to complexity or lack of information, this period may be extended once by an additional four (4) weeks, with prior written notice to the player.

Any required additional information must be requested from the player within the Resolution target period.

3.3. Final Response and Resolution

A player will always receive a final determination of their complaint in writing (including email). The response will be either:

- **Reasoned Final Assessment:** A detailed outcome/resolution of the complaint with supporting evidence if necessary or applicable,
- **Detailed Reasons for Non-Handling:** For example, should the complainant not provide the necessary information within the prescribed time period (provided it has been requested by the Company as described above).

If the player is unsatisfied with the resolution and makes a further complaint to that effect, the response is further supplemented with information that the player may escalate the matter to an independent ADR entity.

3.3.1. Next Steps and Escalation Options

If, upon conclusion of the internal complaints process, the player is unsatisfied with the resolution and makes a further complaint to that effect, the Company will inform the player of:

- Their right to escalate unresolved disputes to Alternative Dispute Resolution,
- Any applicable time limits for further action,
- Other details as required by the approved contract with the ADR provider, and
- 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.

3.4. Regulatory Authority Role and Limitations

The Company makes clear to players in the Complaints Procedure Statement that:

- The CGA will not resolve or make decisions on any player complaints regarding gambling-related transactions on the Company's website(s),
- Unless deemed to be inadequately handled, the decisions made by the Company and/or ADR provider will not be subject to reviewing and/or overturning by the CGA,
- The Company does not restrict the player's ability to contact the CGA directly regarding matters including but not limited to malpractice, breach of license conditions or whistleblowing,
- While the CGA does not mediate in individual disputes, it will use the information to support its supervisory and enforcement actions.

4. ALTERNATIVE DISPUTE RESOLUTION

4.1. Current Implementation Status

The Company will implement ADR services within one (1) month of the publication of the Certified ADR Providers on the CGA's official website, in accordance with regulatory requirements.

Until ADR providers are published and agreements established, the Company will omit ADR-related provisions of this Complaints Policy when processing players' complaints and providing information to players.

Should this implementation delay prove lengthy and detrimental to complaints resolution process, the Company shall consider establishing alternative internal or external escalation stages of mediation / non-binding dispute resolution, such as, for example, third party mediation services or internal escalation to a management committee.

Once the ADR process is established according to the regulatory requirements, the Company will update this policy, including the Complaints Procedure Statement, accordingly.

In particular, but without limitation, the Company shall establish, document, and include in the Complaints Procedure Statement such ADR parameters as required in order to prevent abuse by players (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). In deciding on these parameters, the Company will consider the provisions of the ADR agreement, the established rules of the ADR proceedings, and shall ensure that all restrictions are justified in terms of the nature and monetary value of the potential disputes.

Except if mutually agreed under specific rules of ADR, or required by the ADR rules established by the ADR provider, the Company shall not restrict the rights of the player to take legal action.

4.2. Material provisions

In order to be compliant with license conditions as mandated by LOK, the Company must offer independent ADR services to players in accordance with the CGA regulations.

Mandatory Service: The Company must offer independent ADR services to players.

Cost: ADR services will be provided free of charge to players, with the Company bearing all costs of the ADR process.

Provider Agreement: The Company must upload to the CGA Portal an agreement with

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at least one CGA Certified ADR entity within one month of the publication of the Certified ADR Providers on the official website.

Process Limitations: Once the ADR process is completed, it cannot be re-commenced by either the player or the Company with another ADR entity.

If a player drops out of the ADR process after it has begun, they will not have the right to resurface the dispute in the future.

Legal Rights: Except if mutually agreed under specific terms of ADR or provided above, the Company will not restrict the rights of the player to take legal action.

5. ADDITIONAL REQUIREMENTS

5.1. Documentation and Reporting

Record Retention: Records of unresolved complaints and/or complaints that have been escalated to ADR or legal proceedings will be kept for the lesser of five years or the relevant time stipulated by data protection, statute of limitations or other relevant laws or guidelines.

Regulatory Access: The Company shall provide CGA, on request made at any time, access to records of complaints received as well as any disputes that are pending resolution. The Company shall ensure transparency and compliance with ADR decisions and regulatory updates.

Reporting Schedule: The Company shall submit reports to the CGA on January 15th and June 15th of each year based on complaints submitted since the previous reporting period. The first report shall be due in January 2026.

Report Content: Reports will summarize:

- Total number of complaints made,
- Total number of settled complaints (upheld and rejected),
- Number of pending or unresolved complaints,
- Number of complaints by category,
- Number of complaints referred to ADR, and
- Number and detail of complaints for which a player has taken legal action.

5.2. Information for Players

The Complaints Procedure Statement (Annex A) is to be visible and accessible on the Company's gaming websites as a standalone document and is to be included in whole or by reference in the Terms and Conditions.

The Complaints Procedure Statement must include:

- Links to customer support service and information on how to contact the Company.
- Information required for a player to make a complaint with a link to the Complaint Submission Form
- Timelines for complaints' responses and resolution
- Player rights to complain including explicit rights to ADR services (after ADR implementation) and regulatory escalation.
- 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 (after ADR implementation)

- Details of the ADR process and player rights (after ADR implementation)
- Contact information for the ADR provider(s) (after ADR implementation)
- Clear information that the CGA does not mediate in individual disputes, but if the player feels the operator is in breach of regulations that the player may contact the CGA.

The Company shall ensure that all complaint-related information is:

- Easily accessible from the website homepage
- Available in English and the language of the website/domain
- Clearly written in intelligible language
- Available free of charge to all players

5.3. Artificial Intelligence Guidelines

The use of Artificial Intelligence in complaint handling is subject to the following restrictions and requirements in accordance with CGA guidelines:

Responsible Gaming Complaints: Once a player complaint has been identified as pertaining to Responsible Gaming, communications with the player must be conducted by a human, not AI.

Complex Complaints: Complaints that can be reasonably considered as complex must be dealt with by a human, not AI.

Quality Control: AI records must be monitored to ensure that they are reasonable in their solutions/recommendations.

Human Oversight: All AI-generated responses must be subject to human review before being sent to players.

Escalation Procedures: Clear procedures must be in place for escalating AI-handled complaints to human staff when necessary.

Staff responsible for monitoring AI systems must be **adequately trained to:**

- Identify when human intervention is required.
- Ensure consistency in complaint handling.
- Maintain compliance with all regulatory requirements.

ANNEX A: COMPLAINTS PROCEDURE STATEMENT

1. The purpose of this section is to inform you of how to contact us in relation to any issue or complaint you wish to raise about any aspect of our Services. This procedure outlines how complaints and disputes are addressed internally, and the timeframes in which to expect responses.
2. If you have an issue or question regarding the Website or our Services, please contact our customer support via live chat or by writing to support@[website domain]. Our customer support will provide you with an answer to your query through the same channel.
3. Should you feel aggrieved by the resolution of your query, our decision, or other action, you may submit a formal complaint to initiate our internal complaints procedure.
4. All services for resolving your complaints internally are provided to you free of charge.
5. Complaints can only be made by a registered player.
6. In accordance with applicable regulations, you are not allowed to sell, donate, rent out, lease, pawn, or pledge, under any title, any of your claims against us.
7. To register your formal complaint, you must use our official Complaint Submission Form. The form requires you to provide your account (user) name and your full name, your registered email address, relevant dates and other circumstances, any evidence you might have, your desired outcome.
8. The Complaint Submission Form is available for download [here](#). In order to submit your complaint, you must fill in the form and send it to us via email, with the word “COMPLAINT” and your name in the email subject field, sent to support@[website domain].
9. You may lodge a complaint free of charge at any time up to six months from the settlement of the bet or the incident about which you are making your complaint. We reserve the right to dismiss complaints submitted after the lapse of that period. For peer-to-peer games (such as poker) or ante post fixed odds betting, the six-month period begins after bet settlement or conclusion of the specific event rather than placement of the wager. For in-running sports betting complaints, while you may submit a complaint within six months, prompt action may be necessary if the investigation depends on data that may no longer be available after a brief period.
10. We will acknowledge receipt of your complaint within two (2) days for responsible gaming complaints and within one (1) week for all other complaints.
11. We aim to provide you with a substantive response as soon as practically possible.
12. For Responsible Gaming Complaints, we will provide our substantive response

not later than five (5) business days from the date we receive your complaint. If our inquiry requires more time, or additional information from you, we may extend the inquiry period by up to two (2) weeks and shall inform you of this fact within two (2) days from receipt of your complaint.

13. For All Other Complaints, we will provide our substantive response not later than four (4) weeks from the date we receive your complaint. Depending on the complexity of the complaint, our inquiry may take longer than four (4) weeks and/or require additional information from you. In such cases, we may extend the inquiry period by a further four (4) weeks and/or request additional information from you and shall inform you beforehand.
14. We aim to keep you informed throughout the process. Your complaint may go through several stages of internal escalations, where it will be reviewed by our competent staff. We ask you to promptly reply to our communications that we may send you before each internal escalation.
15. At the end of our internal complaint resolution procedure, we will issue our final response.
16. Please note that the Curacao Gaming Authority will not resolve or make decisions on any player complaints. Further, our decision regarding your complaint will not be subject to reviewing and/or overturning by the Curacao Gaming Authority, except when deemed to be inadequately handled by us. Notwithstanding the foregoing, you may contact the Curacao Gaming Authority directly with regard to such matters as malpractice, breach of license conditions or whistleblowing. However, we advise using this option only after all other avenues have been exhausted.
17. In the event of any complaint or dispute, you agree that our server logs and records, as well as logs and records of our game providers and other suppliers where applicable, will serve as the final authority in determining the outcome of any claim. You acknowledge that in the unlikely event of a discrepancy between the results displayed on your screen and those recorded by our game server, the server-recorded results will take precedence. You also acknowledge and agree that our records will be the definitive authority regarding the terms and conditions of your participation in the relevant online gaming activities and the outcomes of said participation.

ANNEX B: COMPLAINT SUBMISSION FORM

Full Name:

Account Username:

Registered Email Address:

Residential Address (including street address, city, country, and postal code):

Date of Complaint:

Date of Disputed Event/Transaction:

Does your complaint relate to responsible gaming issues?

DETAILED DESCRIPTION OF COMPLAINT

Please provide a detailed description of your complaint, including:

What happened?

When did it happen?

What do you believe went wrong?

What outcome are you seeking?

SUPPORTING INFORMATION

Transaction ID/Reference Number (if applicable):

Game Name/Provider (if applicable):

SUPPORTING DOCUMENTS

Please attach any relevant supporting documents (screenshots, emails, transaction records, etc.)

DECLARATION

By submitting this form, I declare that the information provided in this complaint form is true and accurate. I understand that:

- This complaint is submitted within six months of the incident/transaction settlement.
- I am the registered account holder and authorized to make this complaint.
- The operator will investigate this complaint in accordance with the operator's Terms and Conditions

- I may be contacted for additional information during the investigation.

Date:

SUBMISSION INSTRUCTIONS

Complete this form and email to support@[website domain] with “COMPLAINT” and your name in the subject field.

All fields marked as mandatory must be completed for your complaint to be processed.

This form is available in English and [other language].

You will receive email confirmation of receipt within 24 hours (responsible gaming complaints) or 1 week (other complaints).

For questions about this form or the complaints process, please contact our customer support team at support@[website domain].