

Player Complaints Policy

Luxsoft N.V.



(SMES) Solutions for Management and Employment Support N.V.

Managing Director

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1. Policy Overview

This Player Complaints Policy establishes Luxsoft N.V.'s framework for managing player complaints and disputes in a transparent, fair, and efficient manner, in alignment with the requirements of Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, LOK) 1 .

Adherence to this policy is a condition of Luxsoft N.V.'s gaming license under the LOK, and failure to comply may result in regulatory action by the Curaçao Gaming Authority (CGA). The policy guarantees that players have access to a straightforward and effective process for resolving complaints and disputes, including free Alternative Dispute Resolution (ADR) services that prioritize independence and quality.

This policy is based on regulatory requirements and does not override any applicable civil law obligations. Luxsoft N.V. remains responsible for compliance with all relevant laws (e.g. consumer protection laws) in addition to this policy.

This Complaints Policy is incorporated into Luxsoft N.V.'s Terms and Conditions and is available as a standalone document on our website for easy reference. Players are advised to read and understand this policy, which forms part of the binding terms of using Company's services.

2. Definitions

For the purposes of this policy, the following definitions apply:

- **Player Interaction:** Any written communication initiated by a player to Luxsoft N.V.'s customer service team. This includes general inquiries, feedback, or requests for information, assistance, or clarification.
- **Complaint:** A written expression of dissatisfaction by a player regarding Luxsoft N.V.'s services, decisions, terms, or conduct. A complaint indicates the player is unhappy and expects a response or resolution. In practical terms, a formal complaint is registered once the player submits an official Complaint Submission Form (see Section 3.2) or when a complaint is escalated to an ADR entity.
- **Dispute:** A complaint that was not resolved to the player's satisfaction through Luxsoft N.V.'s internal complaint process and has been escalated beyond Luxsoft N.V., either to an independent ADR provider or to a court of law.

3. Complaint Submission Process

3.1 Complaint Window

Players may lodge a complaint free of charge at any time up to six (6) months from the date of the bet settlement or the incident that is the subject of the complaint. This six-month window applies to all complaints:

- For P2P games (e.g. poker) or ante-post fixed odds betting, the six month clock begins after the bet settlement or conclusion of a specific event rather than the placement of the wager.
- For in-running (live) sports betting, while the same six-month limit applies, players are advised to submit complaints as promptly as possible. This is because certain data necessary for investigation of in-play bets may only be retained for a short period due to the nature of live betting, and may not be available if the complaint is delayed excessively.

3.2 Stages and Escalation of Complaint Resolution

Luxsoft N.V. has established a multi-stage process to ensure complaints are handled efficiently and fairly:

Eligible Complainants: Complaints can only be submitted by the aggrieved player who holds the Luxsoft N.V.' account in question. Third-party submissions are not permitted – per Article 1.3(c) of the LOK, players cannot transfer or assign their claims or complaints to another person. The account holder must personally lodge the complaint.

Initial Customer Support: In the first instance Luxsoft N.V.'s customer support team will address any issues via email and/or live chat. Players should initially contact our support with their concerns, and our support agents will make every effort to resolve the matter informally at this stage.

Official Complaint Submission Form: If a player is not satisfied with the initial resolution or the issue requires formal investigation, the player should submit an official Complaint Submission Form. Luxsoft N.V. provides a Complaint Submission Form that can be obtained on our website or via customer support – it may be a downloadable form (to be completed and emailed/uploaded) or an online web form that can be filled and submitted electronically. The form is available in English and in any other language offered on the Luxsoft N.V. website, to ensure accessibility for all players. At a minimum, the Complaint Submission Form will require the following information from the player:

- Complainant Details: Name, residential address, and place of residence (country).
- Account Information: The player's Luxsoft N.V. account username or number (if applicable).

- **Dates:** The date the complaint is submitted, and the date(s) of the event/transaction in dispute.
- **Description of Issue:** A detailed description of the conduct or incident being disputed.

The form may provide predefined categories (e.g. deposit issue, bonus issue, etc.) for the player to select the nature of the complaint.

The form may also allow players to attach supporting documentation or evidence. Luxsoft N.V. may request reasonable additional information or documentation if necessary to thoroughly address the complaint. Any such request will be limited to what is relevant for resolving the issue.

Escalation to ADR: Luxsoft N.V. is committed to resolving complaints internally, but if a complaint cannot be resolved to the player's satisfaction through the internal process, we will provide the option to escalate the matter to an independent Alternative Dispute Resolution (ADR) provider. (See Section 5 below for details on ADR.)

Legal Action: Using this complaints process does not restrict the player's right to pursue legal action against Luxsoft N.V. Except in cases where the player and Luxsoft N.V. mutually agree to specific ADR terms that might limit further legal recourse (such as a binding arbitration outcome through ADR), Luxsoft N.V. will not impede or restrict the player's right to take their dispute to court if they so choose.

3.3. Role of the Curaçao Gaming Authority (CGA)

It is important for players to understand the role of the regulator (CGA) in the complaints process. Luxsoft N.V. clearly explains the CGA's role in our Terms and Conditions and herein for transparency:

No Direct Resolution by CGA: The CGA will not intervene to resolve or make decisions on individual player complaints regarding gambling transactions on Luxsoft N.V.'s platform. The CGA does not act as an appeals body for individual disputes between players and operators.

Operator/ADR Decisions Final: In general, as long as Luxsoft N.V. and/or the ADR provider have handled a complaint properly, the CGA will not review or overturn the decision made by Luxsoft N.V. or by the ADR entity.

Right to Contact Regulator: Luxsoft N.V. will not prevent or discourage players from contacting the CGA. Players have the right to approach the CGA directly, especially to report issues such as suspected malpractice by the operator, breaches of license conditions, or other serious regulatory concerns. While the CGA will not mediate the individual complaint, such information may inform the CGA's regulatory oversight.

Regulatory Oversight: Even though the CGA does not handle individual complaint resolutions, it uses information from complaints in aggregate to support its supervisory and enforcement duties over licensed operators. Luxsoft N.V. cooperates fully with the CGA in any such oversight activities.

4. Complaint Resolution Process

Once a formal complaint is submitted (via the Complaint Submission Form or through escalation from support), Luxsoft N.V. will handle it through a structured resolution process with clear timelines, as detailed below.

4.1 Priority Timeline: Responsible Gaming Complaints

Complaints related to Responsible Gaming (RG) matters are treated with priority due to their potential impact on player well-being. If a complaint involves issues such as self-exclusion, cool-off periods, handling of vulnerable players, or other Responsible Gaming concerns, Luxsoft N.V. will categorize it as a Responsible Gaming complaint. We will use best efforts to resolve these cases within five (5) business days.

Acknowledgment: Within 2 business days of receiving a Responsible Gaming-related complaint, Luxsoft N.V. will acknowledge receipt of the complaint in writing (e.g. via email). This acknowledgment will include an explanation of the complaint process and an estimate of the typical timeline for resolution of such complaints.

Resolution Timeframe: Luxsoft N.V. aims to provide a resolution or decision within 5 business days of receiving a Responsible Gaming complaint. If additional time is necessary to reach a fair and informed outcome, we may extend the investigation period up to a maximum of an additional 2 weeks. Any such delay will be communicated to the player with an explanation. (If the player fails to provide information that Luxsoft N.V. reasonably needs in order to resolve the complaint, the timeframe may be extended by at most a further 2 weeks to allow the player to respond.)

4.2 Timeline: All Other Complaint Types

For all other types of complaints (non-RG complaints), Luxsoft N.V. will assess and respond within four (4) weeks of receiving the official complaint.

Acknowledgment: Within 1 week of receiving the complaint, Luxsoft N.V. will send the player a written confirmation that the complaint was received. In this communication we will outline how the complaint will be processed and provide information on the average expected timeline for resolution.

Resolution Timeframe: We strive to resolve all complaints within 4 weeks. If a complaint is particularly complex or if key information is missing and additional investigation is required, this initial 4-week period may be extended once by up to an additional 4 weeks (for a total of up to 8 weeks). Any extension beyond the initial 4 weeks will be communicated to the player in writing along with the reasons for the delay.

4.3 Response and Resolution Outcome

For every formal complaint, the player will receive a final determination in writing once the resolution process is completed. The final response from Luxsoft N.V. will be one of the following:

- **Complaint Upheld or Denied (Final Decision):** A reasoned final decision on the outcome of the complaint, including an explanation of whether the complaint has been upheld (granted) or not, and any remedy or corrective action if applicable. Luxsoft N.V. will provide supporting evidence or references as necessary to explain the decision.
- **Complaint Not Entertained:** A detailed explanation of why the complaint could not be pursued or resolved. For example, if required information was missing and the player did not provide such information after being asked, Luxsoft N.V. may decline to further process the complaint. (If additional details were needed, Luxsoft N.V. would have requested them within the initial four-week period; if the player failed to supply the needed information, we reserve the right to reject or close the complaint as unresolved.)
- **Escalation to ADR:** If the player is not satisfied with Luxsoft N.V.'s final decision (for instance, if the complaint is not resolved in the player's favor and the player disputes the outcome), the player will be informed of their right to escalate the matter to an independent ADR entity for an external review. Luxsoft N.V. will provide the player with contact details for the ADR provider and any necessary reference information for the case. (See Section 5, Alternative Dispute Resolution, below.)

4.4 Artificial Intelligence (AI) in Complaint Handling

Luxsoft N.V. may utilize AI-based tools to aid in handling customer inquiries or preliminary complaint analysis. However, the use of AI in the complaints process is governed by strict rules to ensure fairness and a human-centric approach for sensitive or complex cases:

Human Handling of Sensitive Complaints: If a complaint is identified as related to Responsible Gaming (as defined in Section 4.1) or any other matter that is particularly sensitive, all communications and handling will be done by a human staff member – not an AI. We ensure that vulnerable players and serious issues receive personal attention.

Human Handling of Complex Complaints: Any complaint that is deemed complex (for example, involving multifaceted facts or significant interpretation of terms) will be handled by human personnel rather than by AI. If there is any reasonable doubt about a complaint's complexity, Luxsoft N.V. will prefer on the side of human oversight.

Monitoring of AI Recommendations: In cases where AI is used to assist with standard complaints (e.g., to provide suggested responses for common straightforward issues), Luxsoft N.V. will monitor the AI's recommendations and decisions. We ensure that any AI-generated solution or reply is reasonable, appropriate, and consistent with how similar complaints have been resolved in the

past. All AI outputs are reviewed under quality control measures so that players are treated fairly and uniformly.

5. Alternative Dispute Resolution (ADR)

Luxsoft N.V. is required by its license conditions (under the LOK) to offer players access to independent Alternative Dispute Resolution for unresolved complaints. We are fully committed to the ADR process as outlined below:

Independent ADR Service: Luxsoft N.V. has partnered with at least one CGA-certified independent ADR provider. Information about our ADR provider(s) is available in our Terms and Conditions and on our website. (Luxsoft N.V. maintains a formal agreement with a CGA-certified ADR entity, as required by regulation.)

Free of Charge: ADR services for the player are provided free of charge. If a complaint reaches the ADR stage, Luxsoft N.V. will bear any fees or costs associated with the ADR process – the player does not have to pay for seeking ADR help.

When ADR Applies: If a player has gone through Luxsoft N.V.'s internal complaint process and is dissatisfied with the final outcome, the player can escalate the dispute to the designated ADR provider. Luxsoft N.V. will supply the player with the appropriate ADR contact details and reference number for the case. (Note: The CGA requires that players first attempt to resolve the complaint with the operator before approaching ADR, so we encourage players to use the internal process described in Section 3 before seeking ADR.)

One ADR per Dispute: Each dispute should be handled by one ADR provider only. Once an ADR process has concluded and a decision is rendered, the dispute will not be re-opened or re-adjudicated by another ADR entity. Similarly, if a player initiates ADR but then withdraws or abandons the ADR process after it has begun, the player should not later bring the same dispute to a different ADR or attempt to restart the ADR process for that matter.

ADR Outcome and Legal Recourse: Luxsoft N.V. will abide by the outcome of the ADR process in accordance with the terms communicated to the player. Some ADR decisions may be binding on Luxsoft N.V. as a licensee. Whether an ADR decision is binding on the player or affects the player's ability to pursue court action will depend on the terms of the ADR process (which will be explained to the player in advance). Luxsoft N.V. does not generally impose conditions that limit a player's legal rights; however, if any ADR-specific rules apply – for example, if the ADR's decision is agreed to be final or if a minimum claim value is required to escalate to ADR – such conditions will be clearly communicated to the player in advance, and will be in line with CGA guidelines and applicable law. Luxsoft N.V. carefully considers any ADR parameters to prevent abuse of the process, and we seek independent legal advice to ensure any such conditions are fair and lawful. For instance, requiring ADR before a player can go to court or setting a low monetary threshold for ADR might be aimed at preventing frivolous claims, but no matter the claim value, serious complaints (e.g.

those involving self-exclusion or other Responsible Gaming issues) will always be taken seriously and allowed to proceed.

6. Record-Keeping and Reporting

Luxsoft N.V. maintains thorough records of complaints and implements reporting procedures in compliance with CGA requirements:

Biannual Complaints Reports: Luxsoft N.V. will submit semi-annual reports to the CGA on January 15 and June 15 of each year, detailing the complaints received in the previous half-year period. (The first reporting period under these requirements began in mid 2026, with the first report due June 15, 2026.)

Each report will include aggregated data on complaints submitted via the official Complaint Submission Form. Specifically, the report will summarize:

- The total number of complaints received in the period.
- The number of settled complaints, with a breakdown of how many were upheld (resolved in the player's favor) and how many were rejected/denied.
- The number of complaints pending or unresolved as of the report date.
- The number of complaints categorized by type (for example: how many complaints about bonuses, how many about withdrawals, etc.).
- The number of complaints escalated to ADR in that period.
- The number of complaints that resulted in the player taking legal action against Luxsoft N.V. (if any).

Transparency and Compliance: Luxsoft N.V. will ensure transparency in how complaints are handled and will comply with any binding decisions or remedial actions resulting from ADR or regulatory directives. We also stay up-to-date with any new regulatory guidelines or updates to the CGA's policies on complaints and ADR, adjusting our processes as needed.

Record Retention: Records of all complaints, including those unresolved or escalated to ADR or court, will be retained for at least five (5) years from the date the complaint was received, or longer if required by applicable data protection laws or statutes of limitations. After this retention period, records will be disposed of securely, in line with privacy regulations.

Regulatory Access: The CGA reserves the right to request access to Luxsoft N.V.'s complaint records at any time. Luxsoft N.V. will promptly provide any complaint-related data or files to the CGA upon request, to facilitate supervisory review or audits. All personal data in complaint records will be handled in accordance with our Privacy Policy and applicable data protection law when sharing with regulators.

7. Integration into Terms & Conditions and Player Communication

Luxsoft N.V.'s commitment to this Complaints Policy is clearly communicated to players. We ensure that players are aware of their rights and the complaint process via our website and Terms & Conditions. The existence of this Complaints Policy and the step-by-step complaint procedure is prominently visible on our website. It is also incorporated by reference into our Terms and Conditions, which players agree to upon registration.

In our Terms and Conditions and support pages, we provide at minimum the following information to players:

- **How to Contact Us:** Clear links and contact information for Luxsoft N.V. customer support (email address, live chat link, and/or web contact form) for general inquiries and for submitting complaints.
- **How to Submit a Complaint:** An explanation of the information a player must provide to make a formal complaint (e.g. the details required on the Complaint Submission Form), along with links to access the online complaint form or download the form in PDF/Word format.
- **Response Timelines:** A summary of the expected timelines for Luxsoft N.V.'s acknowledgment and resolution of complaints (for both Responsible Gaming complaints and other types), so players know when to expect responses and outcomes.
- **Player Rights:** A statement of the player's right to raise a complaint and a reassurance that doing so will not prejudice their standing with Luxsoft N.V. This includes an explicit mention of the player's right to escalate unresolved complaints to an ADR service and, if relevant, to the regulator.
- **ADR Outcome and Legal Recourse:** An explanation of what an ADR decision means for the player – for instance, whether the ADR's decision is binding or if the player can still pursue legal action afterward – so that players understand the consequences of using ADR.
- **ADR Process Details:** Information about the ADR process itself, including how an ADR procedure is initiated, the fact that it is free for the player, and any rights the player has during ADR (such as presenting evidence, etc.).
- **ADR Provider Contact:** Contact details (name, website) for the ADR provider(s) with whom Luxsoft N.V. has an agreement, enabling players to directly reach out if needed once we inform them of their eligibility to use ADR.
- **CGA's Role:** A clarification that the Curaçao Gaming Authority does not intervene in individual disputes or act as an arbitrator for player disputes. However, if a player believes Luxsoft N.V. is operating in breach of its regulatory obligations, the player has the right to contact the CGA to report such issues. This helps players understand that regulatory escalation is meant for reporting regulatory non-compliance rather than for obtaining resolution of a personal dispute.

All the above information is presented in plain language in our Terms and Conditions and is kept up-to-date. Luxsoft N.V. wants players to feel confident in how their concerns will be handled and to know exactly where to find help if something goes wrong.

8. Reasons for Complaint

Players have the right to lodge a complaint about any aspect of their relationship with Luxsoft N.V. or any incident related to their participation in our games.

Common reasons for complaints include (but are not limited to) the following categories:

- **Deposit Issues** – e.g. problems with funds not appearing in the account, deposit failures, incorrect charges.
- **Withdrawal Issues** – e.g. delays or denials of withdrawals, incorrect payout amounts.
- **Bonus Terms and Conditions** – e.g. disputes about bonus eligibility, wagering requirements, or promotional terms.
- **Account Closures or Restrictions** – e.g. cases where an account was closed or access limited by Luxsoft N.V., and the player disputes the reason or handling.
- **Game Outcomes (Errors or Unfairness)** – e.g. allegations that a game malfunctioned, produced an incorrect result, or that game outcomes are biased/unfair.
- **Responsible Gaming Issues** – e.g. concerns about self-exclusion not being implemented, issues with setting betting limits, or inappropriate marketing to a self-excluded or vulnerable player.
- **Treatment of Player Balances** – e.g. how remaining balances were handled upon account closure, or disputes about balance deductions/freezes.
- **Know Your Customer (KYC) and Verification** – e.g. complaints about the account verification process, identity checks, or how documents are handled.
- **Data Protection** – e.g. concerns that personal data was misused, not properly protected, or a request related to personal data was not honored.
- **Technical or Software Issues** – e.g. the platform malfunctioning, connectivity problems causing losses, or other technical faults affecting gameplay or betting.
- **Anti-Money Laundering (AML) Concerns** – e.g. account actions taken due to AML procedures, such as a transaction hold or reporting, that the player disputes.
- **Issues with Minors** – e.g. a situation involving underage gambling (such as an account incorrectly registered to a minor, or inadequate prevention measures for minor access).
- **Fraudulent Games** – e.g. allegations that a game offered was not licensed or was rigged fraudulent in some manner.
- **Fraudulent Practices** – e.g. allegations that Luxsoft N.V. engaged in fraud, deception, or unethical practices not covered in other categories.
- **License or Regulatory Breaches** – e.g. complaints that Luxsoft N.V. acted in violation of its licensing conditions or gambling regulations in a way that affected the player (this could overlap with other categories, but refers to any regulatory non-compliance impacting the player's experience).

If a player has an issue that does not clearly fall into one of the above categories, they are still encouraged to submit a complaint – Luxsoft N.V. will categorize it appropriately during the process. We do not limit the grounds on which a player can file a complaint; any perceived wrongdoing or dissatisfaction related to Luxsoft N.V.'s

services can and should be raised so we have the opportunity to investigate and resolve it.

By: UBO of Luxsoft N.V.

Name: Anatolii Snehirov

Date: 12.11.2025

Signature


