

Player Complaint Policy

GALAKTIKA N.V.

Scharlooweg 39 Willemstad, Curaçao

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Document Information

Subject	Player Complaint Policy
Purpose	Company procedures for Player Complaint resolution tasks
Involvements	All departments
Responsibility	Complaint department
Approval	Director
Review	Annually or earlier as needed
Classification	Company Confidential
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Updated By	Complaint department
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1. Policy Overview

This Player Complaint Policy (hereinafter "this Policy") for GALAKTIKA N.V. (hereinafter "the Company") outlines the framework for managing player complaints and disputes. The purpose is to ensure a transparent, fair, and efficient process in alignment with the requirements under Article 5.3 of the National Ordinance on Games of Chance (LOK).

This 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.

This Policy is clearly included or referenced in the Company's Terms and Conditions. This Policy does not affect or override the applicable rules of private law. The Company remains responsible for ensuring compliance with all relevant civil law obligations independently of this policy.

2. Definitions

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

- **Player Interaction:** Any written communication initiated by a player and directed to the Company's customer service 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 considered submitted when a Complaint Submission Form has been received by the Company or the complaint has been escalated to ADR.
- **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, such as an ADR provider or a court of law.

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3. Complaint Submission Process

3.1 Complaint Window

Players may lodge a complaint free of charge at any time up to six months from the settlement of the bet or the incident which is the subject of the complaint.

- For P2P betting (like poker) or ante-post fixed odds betting, the six-month period begins after the bet settlement or the conclusion of the event, not from when the wager was placed.
- For complaints about in-running sports betting, players are advised that while the six-month window applies, prompt action may be necessary as specific data may not be available after a short period.

3.2 Submission and Escalation

1. **Submission:** Complaints can only be made by the registered player. In the first instance, the Company offers customer support via email _____ and/or live chat.
2. **Official Complaint Submission Form:** An official Complaint Submission Form is made available to the player. This form can be a downloadable document or a form that is completed and submitted online. The form has, at a minimum:
 - Complainant's name, address, and place of residence.
 - Complainant's account number.
 - Date of the complaint and date of the disputed event.
 - A description of the conduct being disputed.

Submit via <https://galaktika.com/complaint-form> or download PDF here (link)

3. **Languages:** The form is available in English and in the language of the website/domain that the player is using.
4. **Escalation to ADR:** The Company offers an Alternative Dispute Resolution (ADR) option. If a complaint cannot be resolved internally, players are entitled to escalate the matter to an independent ADR provider, free of charge.

4. Complaint Resolution Process

The Company follows a multi-stage internal procedure to resolve complaints. A player retains the right to escalate to ADR or seek legal remedies at any point.

- **Stage 1 - Frontline Support:** A Customer Support Host investigates and attempts to resolve the issue.
- **Stage 2 - Team Leader Review:** If the player is dissatisfied, the complaint is escalated to a Team Leader for a more detailed review.
- **Stage 3 - Complaints Team:** If the matter is still unresolved, it is forwarded to the dedicated Complaints Team for a final internal review. Their written conclusion is considered the final step in the Company's internal process.

4.1 Timeline: Responsible Gaming Complaints

Complaints related to responsible gaming are prioritized.

- The Company will use its best efforts to resolve these cases within five (5) business days.

- Within two days of receiving the complaint, the Company will confirm receipt in writing and explain the process.
- If more time is needed, the player will be informed. Such a delay cannot exceed two weeks.

4.2 Timeline: All Other Complaint Types

For all other complaints, the Company will assess and respond within four weeks.

- Within one week of receiving a complaint, the Company will confirm receipt in writing.
- If necessary, due to complexity, this period may be extended once by an additional four weeks, with prior written notice to the player.

4.3 Response and Resolution

A player will always receive a final determination of their complaint in writing. The response will be either a reasoned final assessment or provide detailed reasons for not handling the complaint. If the player is unsatisfied, they are informed of their right to escalate the matter to an independent ADR entity.

4.4 Artificial Intelligence (AI)

- Once a complaint is identified as pertaining to Responsible Gaming, communications with the player will be conducted by a human, not AI.
- Complaints that can be reasonably considered complex will be dealt with by a human, not AI.

5. Alternative Dispute Resolution (ADR)

5.1 Mandatory availability and free access.

- a) The Company shall conclude and maintain an agreement with at least one CGA-Certified ADR entity and shall offer ADR services to every registered Player free of charge.
- b) Full details of the ADR process, including contact data of the certified provider(s), shall be published in the Terms & Conditions.

5.2 Eligibility for referral to ADR.

ADR may be initiated only when both of the following conditions are met:

1. The internal Complaints Procedure (Stages 1-3) has been exhausted and a Final Decision Letter has been issued, or the Company has failed to issue such letter within the time-limits of Clause 4; and
2. Either
 - i. the aggregate monetary value of the relief sought by the Player equals or exceeds EUR 10 000 (ten thousand euro); or
 - ii. the Complaint relates to Responsible-Gaming matters, admission of a self-excluded or vulnerable Player, suspected under-age gambling, or any matter the CGA has classified as a priority irrespective of monetary value.

Claims below the threshold in sub-clause i will be resolved exclusively through the internal procedure; the Player retains the right to pursue court action at any time.

5.3 Binding effect and limited judicial challenge.

- a) An ADR determination is binding on the Company.
- b) The Company reserves the right to seek judicial review before the Courts of Curaçao on the grounds of manifest error, excess of mandate, fraud or breach of public order.

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5.4 Measures against abusive or frivolous claims.

a) Where an ADR panel or court or the Company itself finds that the Player's claim was frivolous, vexatious or brought in bad faith, the Company may seek recovery and may report the facts to law-enforcement authorities.

b) Repeated submission of unfounded claims may constitute a breach of the Website Rules and lead to account termination.

5.5 Exhaustion of internal remedies.

ADR providers are requested not to admit a dispute unless the Player presents the Company's Final Decision Letter or evidence that the maximum internal resolution period (Clause 4) has lapsed.

5.6 Review of thresholds and parameters.

The threshold in Clause 5.2 and any other abuse-mitigation measures shall be reviewed annually and may be adjusted following CGA approval to ensure proportionality. The Company will amend the Terms & Conditions if any material change will be issued.

Contact details of ADR providers will be published within 5 days after CGA publishes the certified list.

6. Record-Keeping and Reporting

The Company will:

- Submit reports to the CGA on January 15th and June 15th each year.
- The report will summarize the total number of complaints, the number settled, pending, referred to ADR, and details of any legal action.
- Keep records of complaints and disputes for the lesser of five years or the time stipulated by other relevant laws.

7. Terms and Conditions & Publication

This Complaints Policy will be visible and accessible on the Company's website and will also be clearly outlined in the Terms and Conditions. The information provided will include, at a minimum:

- Links to customer service and information on how to file a complaint.
- Timelines for responses and resolution.
- Player rights to complain, including explicit rights to ADR services.
- Contact information for the ADR provider(s).
- A clear statement that the CGA does not mediate in individual disputes.

8. Reasons for Complaint

A player has the right to make a complaint regarding any part of their relationship with the Company. This includes, but is not limited to:

- Deposit or withdrawal issues
- Bonus terms and conditions
- Account closures or restrictions
- Alleged errors or unfairness in game outcomes
- Responsible gaming issues
- KYC and Verification
- Data Protection

- Technical or Software issues

Approved by
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Group B.V. as Managing director
