

Player Complaints Policy

1. Policy Overview

Horizonix Corp N.V. (hereinafter referred to as “the Operator”), hereby establishes and implements this Player Complaints Policy the procedural framework for the handling and resolution of player complaints and disputes, ensuring a process that is transparent, equitable, and efficient, in accordance with the provisions set forth under Article 5.3 of the *National Ordinance on Games of Chance* (Landsverordening op de Kansspelen, LOK).

Compliance with this Complaints Policy is mandatory pursuant to the LOK, and any breach thereof shall be subject to oversight and enforcement measures by the Curaçao Gaming Authority (CGA), as part of its supervisory mandate.

This Policy ensures that players are granted access to a clear and effective complaints mechanism, which includes the availability of cost-free alternative dispute resolution (ADR) services. Such services shall uphold the principles of quality, impartiality, and independence. Pursuant to Article 5.3 of the LOK, the CGA may issue supplementary rules, policies, and guidelines governing the complaints and ADR framework.

The implementation and ongoing management of this Complaints Policy shall be entrusted to the designated Compliance Role representative of the Operator.

This Policy will be available as a separate document on the Operator's website: <https://gravira.com/> in the "Player Complaints Policy" section, and individual provisions will be clearly stated in the Terms and Conditions, which are also posted on the Operator's website.

2. Policy Version History and Definitions

2.1. Policy Version History

Version	Date	Approved By
1.0	May 5, 2025	Ecorpp Management N.V., Director
2.0 (Gravira version)	July 4, 2025	Ecorpp Management N.V., Director
2.1 (Gravira version)	February 12, 2026	Ecorpp Management N.V., Director

This is the current version of the policy, with version 2.1.

2.2. Definitions

- **Player Interaction:** Any written communication initiated by a player and directed to the operator's customer service team. This includes general enquiries, feedback, or requests for information, assistance, or clarification.
- **Complaint:** A written expression of dissatisfaction submitted via the official Complaint Submission Form.
- **Dispute:** A complaint that has not been resolved to the player's satisfaction through the internal complaints process and has been escalated, either within the organisation or to an independent third party (e.g. an ADR provider or court of law).

3. Procedure for Complaints

3.1. Submitting a Complaint

3.1.1. Lodging of Complaints

Only registered players shall have the right to submit a complaint free of charge within a period of six (6) months from the date of the incident giving rise to the complaint, provided such incident arises from participation in a game of chance. In the case of peer-to-peer (P2P) gaming (including poker) or ante-post fixed-odds betting, the six-month limitation period shall commence upon conclusion of the relevant event, rather than at the time the wager was placed. For in-running sports betting complaints, players will be advised that prompt submission may be necessary due to the potential unavailability of specific data after a short period.

Claims may not be sold, donated, rented, leased, pawned, or pledged, as per Article 1.3(c) of the LOK.

3.1.2. Submission Procedure

Complaints must be filed in accordance with a clearly defined procedure, which shall be made readily accessible on the Operator's official website. This procedure includes a downloadable complaint submission template (in Word or PDF format) which may be submitted by email. The form is available in English and in the language of the relevant domain. The complaint submission process is also clearly set out in the Operator's Terms and Conditions. The complaint form complies with the specifications and requirements established by the CGA and contains the mandatory fields to be completed.

3.1.3. Required Information

The complaint form must include the following mandatory elements:

- a) Full name, residential address, and domicile of the complainant.
- b) Player account number (if applicable).
- c) Date on which the complaint is submitted.
- d) A detailed description of the disputed matter, including reference to the relevant category or topic, if such classifications are defined.
- e) The language of the complaint, which must be either English, Dutch, or Papiamentu, in accordance with the LOK. The Operator reserves the right to accept complaints in other languages relevant to its target markets; however, official review and resolution shall be conducted solely in one of the aforementioned official languages.
- f) Any supporting documentation the complainant wishes to provide in substantiation of the complaint.

4. Complaint Resolution

4.1. The Stages of Complaint Resolution consist of:

- **Stage 1:** Customer Support (Player Interaction);
- **Stage 2:** Formal Complaint (Complaint Submission Form);
- **Stage 3:** ADR (CGA-certified provider - CADRE B.V.);
- **Stage 4:** Curaçao legal proceedings.

4.2. Timeline Responsible Gaming Complaints

Complaints related to Responsible Gaming (e.g., targeting vulnerable players, self-exclusion, or cooling-off periods) will be prioritized due to potential impacts on player welfare, in accordance with the CGA's Responsible Gaming Policy. The Operator will use best efforts to resolve such complaints within five business days.

4.2.1. Within two days of receipt, the Operator will:

- a) Confirm receipt of the complaint in writing via email or preferred communication method.
- b) Provide an explanation of how the complaint will be processed.

c) Provide the expected timeline for resolution.

If resolution is not feasible within five days, the complainant will be notified of the delay, with resolution concluded within a maximum of two weeks from submission, extendable by an additional two weeks if delayed by the complainant's response.

4.3. Timeline All Other Complaint Types

The operator will assess and respond to complaints within four weeks. If necessary, due to complexity or lack of information, this period may be extended once by an additional four weeks, with prior written notice to the complainant.

4.3.1. Within one week of receiving a complaint, the operator will:

- a) Confirm receipt of the complaint in writing via email or preferred communication method.
- b) Provide an explanation of how the complaint will be processed.
- c) Provide the expected timeline for resolution.

4.4. Response and Resolution

A player will always receive a final determination of their complaint in writing.

The response will be either:

- a) A reasoned final assessment of the outcome/resolution of the complaint with supporting evidence if necessary or applicable.
- b) Detailed reasons for not handling the complaint. If additional information is reasonably required to address the complaint fully, the operator will request this information within the initial four week time period. Should the complainant not provide the necessary information within that time period, the operator may reject the complaint.

Where for any reason the operator does not or is unable to resolve an issue to the player's satisfaction, the player is informed that the matter may be escalated by the player to an independent ADR entity.

4.5. Use of Artificial Intelligence (AI)

- The Operator may use AI for complaint handling, subject to the following:
Complaints related to Responsible Gaming or deemed complex will be handled by human agents.
 - AI records will be monitored to ensure reasonable and consistent solutions across similar complaints.
- Human supervision is mandatory in all cases, and AI can be used for administrative support.

5. Alternative Dispute Resolution (ADR)

5.1. Access to ADR

5.1.1. In compliance with its licensing obligations under the National Ordinance on Games of Chance (LOK), the Operator will provide free, independent ADR services, as mandated by the LOK, with full details included in the Terms and Conditions.

5.1.2. The Operator will upload a signed agreement with at least one CGA-certified ADR provider to the CGA Portal within one (1) month of the publication of the Certified ADR Providers list on the CGA website.

5.1.3. In instances where a complaint cannot be resolved through the Operator's internal complaint resolution mechanism, the player shall have the right to refer the matter to an independent ADR provider. This referral shall be at no financial cost to the player, with the Operator assuming full responsibility for all fees and expenses associated with the ADR process.



5.1.4. The Operator shall ensure that the contact details of the designated ADR provider are clearly disclosed in all written communications concerning complaints, as well as within the Terms and Conditions published on the Operator's official website.

5.1.5. While the CGA does not mandate the use of ADR services by players as a condition of escalation, the Operator reserves the right, at its sole discretion, to establish such a requirement within its own Terms and Conditions, subject to independent legal advice to ensure compliance with civil law (e.g., Book 6 of the Civil Code of Curaçao). Parameters to prevent ADR abuse (e.g., minimum claim values or binding outcomes) will be established Terms and Conditions.

5.1.6. Once an ADR process is completed, it cannot be reopened with another ADR entity, the specified restriction is the same for both the player and the Operator. If a player withdraws after the process begins, they forfeit the right to reinitiate the dispute.

5.2. Legal proceedings

Any complaints escalated to legal proceedings will be subject to Curaçao law, and disputes will be resolved by the courts of Curaçao, as stipulated in the gaming agreement per Article 5.5 of the LOK.

5.3. Escalation to the Regulatory Authority

The CGA does not intervene in or adjudicate individual player complaints concerning gambling-related transactions. The Operator shall clearly communicate this limitation within its Complaints Procedure and/or the Terms and Conditions published on its website.

Notwithstanding the above, if a player reasonably believes that the Operator has acted in breach of the applicable regulatory framework, including but not limited to the provisions of the LOK, the player may submit a report to the CGA. Such reports shall be made exclusively through the designated online submission form available on the official CGA website.

Although the CGA will not mediate or render decisions in individual disputes, it may consider the information submitted in support of its broader supervisory, investigative, and enforcement functions.

6. Contact information for submitting Complaints

- a) To file a complaint, Players must send a completed Form to the Email: complaints@gravira.com
- b) Customer Support (on other issues not related to complaints): support@gravira.com or live chat on the website.

7. Record-Keeping and Regulatory Reporting

7.1. Record-Keeping

7.1.1. Operator keeps a log of all complaints, including those;

- a) Resolved internally (whether upheld or rejected);
- b) Unresolved;
- c) Escalated to ADR;
- d) Escalated to ADR or legal proceedings;

7.1.2. All complaint records will be securely maintained for at least five years under the National Ordinance on Games of Chance and applicable Curaçao data protection laws, including details of unresolved and complaints that have been escalated to ADR or legal proceedings.

7.2. Regulatory Reporting

The operator will:

7.2.1. The Operator will submit biannual reports to the CGA on **15 January** and **15 June** each year, starting **January 2026**, summarizing:

- a) Total number of complaints made;
- b) Total number of complaints closed (settled and rejected);

- c) Number of pending or unresolved complaints;
- d) Number of complaints by category;
- e) Number referred to ADR and the subsequent outcomes of each;
- f) Number and detail of complaints for which a player has taken legal action;
- 7.2.2. Ensure transparency and compliance with ADR decisions and regulatory updates.
- 7.2.3. The CGA reserves the right to request, at any time, access to records of any and all complaints received as well as any disputes that are pending resolution.

8. Reasons for Complaint

The player has the right to make a complaint regarding any part of their relationship with the operator or any incident related to their participation in a game of chance. This includes (but is not limited to):

- a) Deposit issues;
- b) Withdrawal issues;
- c) Bonus terms and conditions;
- d) Account closures or restrictions;
- e) Alleged errors or unfairness in game outcomes;
- f) Responsible gaming issues;
- g) Treatment of player balances;
- h) KYC and Verification;
- i) Data Protection;
- j) Technical or Software issues;
- k) AML concerns;
- l) Issues with minors;
- m) Fraudulent games;
- n) Fraudulent practices;
- o) License or regulation.

9. Compliance Deadline

Version 2.0 of this policy was uploaded to the CGA Portal no later than 31 July 2025, in accordance with CGA requirements.

Subsequent versions of the policy, including the present version, will be uploaded to the CGA Portal as soon as reasonably practicable following their proper internal approval.

Signed This of February 12, 2026



Director: Ecorpp Management N.V.