

Player Complaints Policy

AGARINIA N.V.

W

VERSION CONTROL

Version	Version Date	Approved By
1.0	20.07.2025	The Board



eMagnus Curacao B.V.

Managing Director

7/22/2025



CONTENTS

VERSION CONTROL.....	1
CONTENTS.....	2
1. DEFINITIONS AND ABBREVIATIONS.....	3
2. SCOPE.....	4
2.1 Introduction.....	4
2.2 Purpose.....	4
2.3 Legal Basis and Civil Law Compliance.....	4
2.4 Policy Applicability.....	4
3. COMPLAINT SUBMISSION PROCESS.....	5
3.1 Complaint Window.....	5
3.2 Stages / Escalation of Complaint Resolution.....	5
3.3 Role of the Curaçao Gaming Authority (CGA).....	6
4. COMPLAINTS RESOLUTION PROCESS.....	7
4.1 Timeline: Responsible Gaming Complaints.....	7
4.2 Timeline: All Other Complaint Types.....	7
4.3 Response and Resolution.....	7
4.4 Use of Artificial Intelligence (AI) in Complaint Handling.....	8
5. ALTERNATIVE DISPUTE RESOLUTION.....	9
6. RECORD-KEEPING AND REPORTING.....	10
7. TERMS AND CONDITIONS.....	11
7.1 Player-Facing Transparency and Accessibility of the Complaints Procedure.....	11
7.2 Complaints Policy Acknowledgement.....	11
8. REASONS FOR A COMPLAINT.....	12
9. DOCUMENT REVISION.....	13

1. DEFINITIONS AND ABBREVIATIONS

ADR - Alternative Dispute Resolution. A structured process that allows players to escalate unresolved complaints to an independent third party for review and decision. ADR services are provided free of charge to the player and are intended to offer a fair, efficient, and non-judicial means of resolving disputes outside of the court system.

CGA - Curaçao Gaming Authority. While the CGA does not resolve individual player complaints, it monitors operator conduct and investigates potential regulatory breaches.

Complaint - A complaint refers to a written statement submitted by a player expressing dissatisfaction with the Company's services, decisions, policies, or conduct, where the player conveys discontent and reasonably expects a reply or resolution. For reporting purposes (as outlined in Clause 6), a matter qualifies as a complaint once the player has submitted the official Complaint Submission Form and/or the issue has been escalated to an ADR entity.

Dispute - A dispute arises when a complaint remains unresolved to the player's satisfaction following completion of the internal complaints procedure and is subsequently escalated, either within the Company or to an external body, such as an ADR provider or a court of law.

LOK - National Ordinance on Games of Chance (Landsverordening op de kansspelen). The primary legal framework governing games of chance in Curaçao.

Player Interaction - Any written communication initiated by the player and addressed to the Company's customer support department. This may include general questions, comments, feedback, or requests for information, support, or clarification.

2. SCOPE

2.1 Introduction

This Player Complaints Policy (hereinafter “Policy”) defines the principles, procedures, and obligations of AGARINIA N.V. (hereinafter “the Company”) with regard to the fair and effective resolution of player complaints, in accordance with National Ordinance on Games of Chance (*Landsverordening op de kansspelen*, “LOK”), and the standards established by the Curaçao Gaming Authority (CGA). This Policy further aligns with internationally recognized best practices concerning dispute resolution within the gaming industry.

2.2 Purpose

The primary purpose of this Policy is to ensure that all player complaints are handled in a transparent, consistent, and timely manner, while safeguarding player rights and upholding the integrity of the Company’s operations. The Company is committed to providing accessible complaint channels, including free Alternative Dispute Resolution (ADR), documenting and investigating all submissions thoroughly, and offering fair outcomes in line with regulatory expectations and licensing conditions.

The Company recognises that, pursuant to Article 5.3 of the LOK, regulatory requirements concerning complaint handling and ADR procedures may be introduced or amended from time to time. The Company commits to monitoring such developments and implementing all necessary updates to this Policy and related internal procedures in a timely and compliant manner to ensure continued alignment with applicable legislation and supervisory expectations.

2.3 Legal Basis and Civil Law Compliance

This Policy is established in accordance with the regulatory requirements set forth under the LOK. It does not modify or supersede any applicable provisions of private law concerning general terms and conditions. The Company remains fully responsible for ensuring that its complaints procedures and Terms and Conditions comply with all relevant obligations under civil law.

2.4 Policy Applicability

This Policy applies to all individuals who hold a registered player account with the Company.

3. COMPLAINT SUBMISSION PROCESS

3.1 Complaint Window

1. Players may submit a complaint at no cost, provided it is lodged within six (6) months from the date of the bet settlement or the occurrence of the incident to which the complaint relates.
2. For complaints concerning in-running sports betting, the Company's Terms and Conditions advise players that, although the six-month filing window remains applicable, timely submission may be required. This is due to the fact that certain complaint-specific data—particularly in the context of live betting—may no longer be available after a short period of time, and the Company cannot reasonably be expected to retain such data indefinitely for investigative purposes.

3.2 Stages / Escalation of Complaint Resolution

1. Only the registered player is permitted to lodge a complaint. In accordance with Article 1.3(c) of the LOK, players are prohibited from selling, donating, leasing, pawning, or otherwise transferring any claims they may have against a licensed operator under any legal title.
2. In the first instance, the Company provides customer support services through email and/or live chat, where players may raise issues or request assistance.
3. An official Complaint Submission Form is made available to all registered players. The form can be accessed via the Player Complaints Policy page under the relevant clause, completed electronically, and submitted via email. The form includes the following fields:
 - i. The complainant's full name, address, and place of residence;
 - ii. The complainant's account number;
 - iii. The date the complaint is submitted and the date of the disputed event;
 - iv. Description of the disputed issue, selected from a predefined list of complaint categories.
4. The Complaint Submission Form is available in English and in the primary language of the website through which the player accesses the service.
5. The Company reserves the right to request reasonable supporting documentation necessary to assess the complaint. Any additional information requested must be proportionate and relevant to the complaint under review.
6. The Company provides players with the option to contact an independent third party for dispute resolution - an ADR provider - in accordance with Clause 5.

7. Except where explicitly agreed otherwise under the terms of ADR (as detailed in Clause 5), the Company does not limit the player's right to pursue legal actions independently.

3.3 Role of the Curaçao Gaming Authority (CGA)

The Company acknowledges the defined regulatory role of the CGA and shall ensure that this is accurately communicated to players through the Terms and Conditions and other relevant communication channels.

1. The Company is responsible for clearly stating the role and limitations of the CGA in the Terms and Conditions, including the scope of its authority in relation to player complaints.
2. The CGA does not resolve or issue decisions on individual player complaints concerning gambling-related transactions carried out on the Company's website(s).
3. Complaints that are resolved through the Company's internal procedures or via an approved ADR provider will not be subject to further review or reconsideration by the CGA, unless the handling of the complaint is deemed inadequate or non-compliant with regulatory obligations.
4. Notwithstanding the above, the Company shall not obstruct or discourage any player from contacting the CGA directly, particularly in matters involving suspected regulatory breaches, malpractice, or whistleblowing.
5. While the CGA does not act as a mediator in individual disputes, it may use information submitted by players to inform its supervisory functions and regulatory enforcement activities.

4. COMPLAINTS RESOLUTION PROCESS

4.1 Timeline: Responsible Gaming Complaints

Complaints concerning responsible gaming are treated with higher priority due to their potential impact on player well-being. The Company classifies a complaint as related to responsible gaming in any instance where it involves the targeting or treatment of Vulnerable Players, the availability or timely application of self-exclusion or cooling-off measures, or any other obligations outlined in the Company's Responsible Gaming Policy.

The Company shall make its best efforts to resolve such complaints within five (5) business days.

Within two (2) business days of receiving a responsible gaming complaint, the Company shall:

- Acknowledge receipt of the complaint in writing.
- Provide the player with an overview of the complaint handling process, and
- Communicate the average expected timeline for resolution.

If additional time is required to reach a reasonable and well-informed decision, the Company shall notify the player of the delay. In such cases, the total resolution period shall not exceed two (2) weeks. Where the delay is caused by the player's failure to respond or provide required information, the Company may extend the resolution period by an additional two (2) weeks, but no further.

4.2 Timeline: All Other Complaint Types

The Company shall assess and respond to all general complaints within a maximum period of four (4) weeks from the date of receipt. In cases where the nature of the complaint is particularly complex or where necessary information is missing, this resolution period may be extended once by an additional four (4) weeks. In such cases, the player must be notified in writing prior to the expiry of the initial period.

Within one (1) week of receiving a complaint, the Company shall:

- Acknowledge receipt of the complaint in writing.
- Outline the steps involved in the complaint resolution process, and
- Inform the player of the estimated timeline for resolving the complaint.

4.3 Response and Resolution

The Company shall ensure that every player who submits a complaint receives a formal written response outlining the final determination of the case. This response shall be provided upon conclusion of the internal complaints process and will take one of the following forms:

1. A reasoned final decision addressing the substance of the complaint, including a clear explanation of the outcome and, where applicable, supporting evidence or references to relevant terms, policies, or factual findings.
2. A detailed explanation of the reasons why the complaint could not be processed or was not eligible for review. In such cases, if the Company requires additional information in order to handle the complaint, such information must have been requested within the initial four (4) week resolution period. If the complainant fails to provide the required information within that timeframe, the Company reserves the right to reject the complaint on the basis of insufficient data.
3. If the player expresses dissatisfaction with the final resolution and submits a follow-up complaint on the same matter, the Company shall inform the player of the possibility to escalate the issue to an ADR, in accordance with Clause 5 of this Policy.

The Company shall document all final responses and maintain accurate records for audit, oversight, and reporting purposes.

4.4 Use of Artificial Intelligence (AI) in Complaint Handling

In cases where the Company makes use of Artificial Intelligence (AI) within the complaint handling process, such use shall be subject to the following internal safeguards and limitations:

1. Where a complaint has been identified as related to Responsible Gaming (as defined in Clause 4.1), all subsequent communication with the player must be conducted by a human representative.
2. Complaints that are reasonably assessed as complex in nature—whether due to legal implications, high player sensitivity, or multi-departmental review—must be handled by a human, and not by AI-driven tools or systems.
3. All records of AI-generated interactions or recommendations must be subject to internal oversight. The Company shall monitor such records to ensure that the AI's outputs are reasonable, accurate, and applied consistently across comparable cases.

5. ALTERNATIVE DISPUTE RESOLUTION

In compliance with the licensing obligations set forth under the LOK, the Company provides players with the option to contact an independent third party for dispute resolution - an ADR provider.

The following provisions outline the Company's obligations and procedures related to the ADR. These measures are implemented in accordance with the LOK and the requirements of the CGA, and are intended to ensure that players have access to an independent, transparent, and cost-free mechanism for resolving disputes that could not be settled internally.

1. Comprehensive information regarding the ADR process is included in the Company's Terms and Conditions and is made easily accessible to all players.
2. The Company has entered into a formal agreement with a CGA-certified ADR provider and has made the signed agreement available to the CGA for review, in accordance with regulatory requirements.
3. If a complaint cannot be resolved through the internal complaints procedure, the player is entitled to escalate the matter to the appointed ADR entity. This service is offered entirely free of charge to the player; the Company bears all associated costs of the ADR process.
4. Once the ADR process has concluded, the outcome is deemed final and binding within the scope of the ADR procedure. The same dispute may not be resubmitted to a different ADR provider by either the player or the Company.
5. In the event that a player voluntarily abandons or withdraws from the ADR process after it has been initiated, the Company considers the matter closed. Such withdrawal shall preclude the player from reopening or reinitiating the same complaint at a later date.
6. The provision of access to ADR services by the Company is a mandatory requirement under the LOK. The Company acknowledges its ongoing obligation to ensure that an ADR option is available to all players whose complaints could not be resolved internally. The Company reserves the right to set specific parameters or limitations governing the use of ADR, such as requiring that ADR be exhausted prior to the initiation of legal proceedings, establishing the binding or non-binding nature of ADR outcomes for players, or setting a minimum claim value threshold for ADR eligibility. In such cases, the Company reserves the right to seek independent legal advice to ensure that any ADR-related conditions or restrictions comply with applicable civil law.

6. RECORD-KEEPING AND REPORTING

The Company shall maintain accurate and complete records of all complaints received and processed in accordance with this Policy, and shall ensure timely reporting to the CGA as required by applicable licensing conditions.

1. The Company shall submit complaint summary reports to the CGA twice annually—on January 15th and June 15th—covering all complaints submitted via the official Complaint Submission Form since the previous reporting period.
2. Each report shall include the following information:
 - a. The total number of complaints received.
 - b. The number of complaints resolved, including a breakdown of those upheld and those rejected.
 - c. The number of complaints that remain pending or unresolved at the time of reporting.
 - d. A categorised breakdown of complaints by subject matter.
 - e. The number of complaints referred to the ADR.
 - f. The number and description of complaints that have resulted in legal proceedings initiated by the player.
3. The Company shall ensure transparency in the handling of complaints and full adherence to the outcomes of ADR procedures, as well as ongoing alignment with applicable regulatory requirements and updates issued by the CGA.
4. Records relating to unresolved complaints, complaints escalated to ADR, or those subject to legal proceedings shall be retained for at least five (5) years or the maximum period permitted under applicable data protection laws, limitation statutes, or other relevant legal or regulatory guidelines.

7. TERMS AND CONDITIONS

7.1 Player-Facing Transparency and Accessibility of the Complaints Procedure

The Company ensures that the Policy is communicated to players and remains easily accessible at all times. A dedicated Complaints Procedure statement is published on the Company's website, as a standalone document.

In addition, the Complaints Procedure is incorporated into the Company's Terms and Conditions in a manner that is clear, transparent, and easy to navigate.

The information presented to players includes the following:

1. Direct links to the Company's customer service channels and clear instructions on how to initiate contact for support or complaint-related matters.
2. A detailed overview of the information required from a player when lodging a complaint, including access to the official Complaint Submission Form in downloadable Word format.
3. A summary of relevant timelines for complaint acknowledgement, review, and resolution, in accordance with Sections 4 and 5 of this Policy.
4. A statement of the player's right to file a complaint, including the right to escalate the matter to an ADR provider and, where applicable, to the CGA.
5. An explanation of the legal implications and consequences of the ADR provider's decision, including the extent to which such a decision may affect or limit the player's ability to pursue further legal or judicial recourse.
6. Details of the ADR process and player rights.
7. The name and contact information of the Company's appointed ADR provider(s).
8. Information that the CGA does not intervene in individual disputes between players and operators, but that players may contact the CGA directly if they believe the Company has breached applicable licensing conditions or regulatory requirements.

7.2 Complaints Policy Acknowledgement

- The Policy is clearly incorporated into the Terms and Conditions and includes a detailed outline of all stages of the complaint resolution process (Clause 3.2).
- The Company reserves the right, at its sole discretion and in accordance with applicable private law, to require players to explicitly confirm their acceptance of the Complaints Policy through various means, including but not limited to a checkbox, pop-up notification, or email confirmation.
- The Company further reserves the right to integrate acceptance of the Complaints Policy as a mandatory step within the player registration process.

8. REASONS FOR A COMPLAINT

The player has 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

9. DOCUMENT REVISION

Revision of the provisions of this Policy is performed not less than once every two years or in the case of changes to business objectives or activities of the Company.