

PLAYER DISPUTE RESOLUTION POLICY

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I. Scope

This Player Dispute Resolution 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 National Ordinance on Games of Chance (Landsverordening op de kansspelen, LOK). Adherence to this policy is a regulatory requirement, and failure to comply will be addressed by the Curacao Gaming Authority (CGA) in accordance with its monitoring and enforcement procedures.

Inovaplay B.V. is committed to maintaining the highest standards of integrity, fairness, and transparency in its gaming operations. This policy formalizes the procedures for addressing and resolving player complaints in a manner that upholds these principles and guarantees all players access to a clear and effective dispute resolution process, including free alternative dispute resolution (ADR) services provided by an independent entity.

A player has the right to submit a complaint free of charge regarding any part of their relationship with Inovaplay B.V. or any incident related to their participation in a game of chance. To provide clarity and ensure a comprehensive understanding of the types of concerns that may be raised, complaints may relate, but are not limited to the following categories:

- Deposit issues
- Withdrawal issues
- Bonus terms and conditions
- Account closures or restrictions
- Alleged errors or unfairness in game outcomes
- Responsible gaming issues (which will be prioritized)

- Treatment of player balances
- KYC and verification procedures
- Data protection
- Technical or software issues
- Anti-Money Laundering (AML) concerns
- Underage gambling
- Fraudulent games or practices
- Licensing or regulatory issues

Players must lodge their complaints within six (6) months from the date of the incident in question. Complaints submitted outside of this period may not be eligible for review under this policy.

This document outlines the full resolution process, from initial complaint submission through internal review, escalation, and where necessary, referral to an independent ADR provider. The policy also defines the responsibilities of internal teams handling complaints and reinforces Inovaplay B.V.'s commitment to confidentiality, timely response, and compliance with all applicable laws and regulations.

Inovaplay B.V. further clarifies that while players may escalate complaints to an independent ADR provider, the CGA does not resolve or make decisions on individual gambling-related complaints. However, if a player believes that Inovaplay B.V. is in breach of applicable regulations, they may notify the CGA via the online reporting form available on its official website.

II. Initial Complaint Submission: Customer Support

In the event of any disputes or issues arising from gameplay, payments, bonuses, account verification, or other aspects of the service, players may lodge a written complaint free of charge within six (6) months of the incident related to their participation in a game of chance. For specific cases such as peer-to-peer (P2P) games or ante post betting, the six-month period begins after the resolution of the relevant event.

Complaints must be submitted using a clearly defined methodology that includes either completing the online complaint form available on our website or submitting a completed downloadable complaint template (in Word or PDF format). These submission tools are prominently accessible on the operator's website and are referenced in the Terms and Conditions. Complaints may be submitted by email, including to support@spacefortuna1.com; however, in order for a complaint to be formally processed under this policy, it must be submitted using either the online form or the completed downloadable template.

Within one (1) week of receiving the complaint, Inovaplay B.V. will confirm receipt in writing to the player. This initial acknowledgment will include:

- Confirmation that the complaint has been received;
- An explanation of how the complaint will be processed, including the steps and departments involved in reviewing the matter;
- The expected timeline for resolution, including the standard four-week timeframe and conditions under which this may be extended.

All complaints must include the following information:

- The player's full name, address, and place of residence
- The player's account number (if applicable)
- The date the complaint is being submitted
- A detailed description of the conduct being disputed (using predefined category topics where relevant)
- The preferred language for handling the complaint (English or the language of the target market)
- Any supporting documentation the player wishes to include (e.g., screenshots, transaction records)

Following the initial acknowledgment, Inovaplay B.V. will assess and respond to the complaint within a maximum of four (4) weeks from the date of receipt.

If the complexity of the complaint or the need for additional information necessitates further investigation, this period may be extended once by up to an additional four (4) weeks. In such cases, the player will receive a written notice explaining the reason for the delay and the revised expected timeline for resolution.

If additional information or documentation is required to process the complaint, Inovaplay B.V. will request this information within the initial four-week response period. If the player fails to provide the necessary information within this timeframe, Inovaplay B.V. reserves the right to reject the complaint on the grounds that it cannot be properly assessed.

A final determination will be provided to the player in writing within the applicable timeframe. This response will include either a reasonable final assessment of the complaint and its resolution, or a detailed explanation of why the complaint could not be processed.

III. Handling of Responsible Gaming Complaints

Complaints specifically related to responsible gaming will be prioritized due to their potential impact on player well-being. Inovaplay B.V. is fully committed to adhering to the Responsible Gaming policy established by the Curacao Gaming Authority (CGA).

Complaints categorized under responsible gaming (as defined in the "Reasons for Complaint" section of the CGA Player Complaints Policy) will be addressed promptly, with best efforts made to resolve these cases within five (5) business days.

In circumstances where additional time is required for resolution, the player will be notified clearly and promptly of the delay. Such extensions will not exceed two (2) weeks from the date the complaint was initially received.

IV. Internal Escalation Procedure

If the initial review by Customer Support indicates that further investigation is necessary, the complaint will be escalated to an appropriate internal team for review. Complaints may require specialized attention based on the nature of the issue, including but not limited to matters related to account verification, financial transactions, or security concerns.

Following a thorough internal review, the findings will be communicated back to the player via the Customer Support Team. In cases where additional documentation or information is required, the player will be notified. The internal review process will typically be completed within two business days.

V. Escalation to Compliance Department

If a resolution cannot be reached through the initial review process or internal escalation, the complaint will be referred to the Compliance department for further investigation. This step is reserved for more complex or unresolved cases, which may involve legal, regulatory, or contractual matters.

The team handling the escalation will conduct a final, comprehensive investigation, and all subsequent communication with the player will continue through Customer Support. If no satisfactory resolution is achieved, the player will be informed of the final decision and any options for external escalation.

VI. External Escalation: Independent Alternative Dispute Resolution (ADR)

If a satisfactory resolution cannot be achieved through Inovaplay B.V.'s internal complaint resolution procedures (including initial review, internal escalation, and review by the Compliance Department), players may escalate their complaint to an independent Alternative Dispute Resolution (ADR) provider. This service is offered free of charge in compliance with the licensing conditions stipulated under the National Ordinance on Games of Chance (LOK).

Inovaplay B.V. maintains an agreement with at least one ADR entity certified by the Curacao Gaming Authority (CGA). Players choosing to escalate their complaint to ADR will incur no costs, as all associated fees are borne by Inovaplay B.V.

The contact details for the ADR provider will be clearly communicated to the player upon completion of the internal complaint review process and are also available within Inovaplay B.V.'s Terms and Conditions.

Whether participation in the ADR process is mandatory prior to pursuing legal action is specified in Inovaplay B.V.'s Terms and Conditions.

Players will also be informed of the potential implications of the ADR entity's decision, including how the outcome may impact on their rights regarding further legal or judicial action.

VII. Authority Escalation: Curacao Gaming Authority (CGA)

While the independent ADR provider is the mandated route for escalating individual transaction-related disputes that cannot be resolved internally, it is important to note that the **Curacao Gaming Authority (CGA) does not resolve or make decisions on complaints regarding gambling-related transactions**. The CGA **does not mediate in individual disputes** between players and operators.

However, if a player believes the operator is in breach of regulations, they may contact the Curacao Gaming Authority via an Online Form available on the CGA website. The CGA may use such information to support its supervisory activities.

Inovaplay's complaint procedures and/or Terms and Conditions will make it clear to the player that the CGA does not mediate in individual disputes.

VIII. Record-Keeping

In compliance with regulatory requirements under Article 5.3 of the National Ordinance on Games of Chance (LOK), **Inovaplay B.V. is required to maintain a log of all player complaints.**

This log serves as a record for regulatory oversight and internal review processes. The required log must include details of complaints, specifically categorized by their resolution status:

- Those **resolved internally**, including whether the complaint was upheld or rejected.
- Complaints that remain **unresolved**.
- Complaints that have been **escalated to an independent Alternative Dispute Resolution (ADR) provider**.
- Complaints that have been **escalated to legal proceedings**.

All such complaint records, including details of unresolved complaints and those escalated to ADR or legal proceedings, **must be securely maintained by Inovaplay B.V. for a minimum period of five years.**

IX. Regulatory Reporting

In accordance with the requirements of the Curacao Gaming Authority (CGA) Player Complaints Policy, **Inovaplay B.V. is required to submit summary reports on player complaints to the CGA.**

These reports provide the CGA with an overview of complaint activity for regulatory oversight purposes. The operator will submit these reports to the CGA **twice a year**, specifically on **January 15th and June 15th**.

The reports will summarize the following information regarding player complaints:

- **Total number of complaints made** within the reporting period.
- **Total number of complaints closed** within the reporting period, indicating how many were settled (upheld) and how many were rejected.
- The **number of pending or unresolved complaints** at the end of the reporting period.
- The **number of complaints categorized by type** (e.g., deposit issues, withdrawal issues, bonus terms, responsible gaming issues, etc.).

- The **number of complaints that were referred to an independent Alternative Dispute Resolution (ADR) provider** and the subsequent outcomes of each of those ADR cases.
- The **number and details of complaints for which a player has taken legal action.**

Inovaplay B.V. will ensure transparency and compliance with regulatory updates and ADR decisions as required. The CGA also reserves the right to request access to records of any and all complaints received, as well as any disputes that are pending resolution, at any time.

X. Additional Provisions

- **Written Submissions:** All complaints and communications with the casino or the regulator must be submitted in writing, providing complete and accurate information about the player's identity and the nature of the complaint.
- **Timeliness:** Players are encouraged to raise any issues promptly after they arise to facilitate timely and effective resolution. Delays in reporting a complaint may complicate the resolution process.
- **Transparency Commitment:** Inovaplay B.V. is dedicated to resolving all complaints in a fair, transparent, and timely manner. While every effort will be made to resolve complaints promptly, more complex cases may require additional time, depending on the availability of information and the nature of the dispute.
- **Terms and Conditions Reference:** Inovaplay B.V. ensures that all regulatory requirements related to player complaint procedures, as set out by the Curacao Gaming Authority (CGA), are fully and accurately reflected within the company's Terms and Conditions. This includes, but is not limited to, information regarding contact points, complaint submission procedures, timelines, rights to escalation and ADR, implications for further legal recourse, and the role of the CGA. The Terms and Conditions are regularly reviewed to ensure compliance with the minimum content standards mandated by the CGA.

XI. Contact Information

For inquiries or to submit a complaint, please contact the Customer Support Team at support@spacefortuna1.com