

Players Complaints Policy

TECHCORE HOLDING B.V.

Version: July 28, 2025

General Terms

This Players Complaints Policy outlines the framework for managing Customer complaints and disputes, ensuring a transparent, fair, and efficient process in alignment with the requirements under the National Ordinance on Games of Chance (Landsverordening op de kansspelen, "LOK").

Definitions

Alternative dispute resolution ("ADR") is a dispute resolution organization which is offered in accordance with the ADR policy as is to be issued by the CGA.

Complaint is a written expression of dissatisfaction by Customer relating to TECHCORE HOLDING B.V. (Fairspin) services, decisions, terms, or conduct, which indicates Customer is unhappy and expects a response or resolution.

Customers are players who have opened an account on Fairspin's website and have been accepted as customers.

Dispute is a complaint that has not been resolved to Customer satisfaction through the internal complaints process and has been escalated, either within Fairspin or to an independent third party (e.g. an ADR provider or court of law).

Player Interaction is any written communication initiated by Customer and directed to Fairspin customer support via email at support@fairspin.io. This includes general enquiries, feedback, or requests for information, assistance, or clarification.

Complaint Submission Process

Our customer support team handles all Customer inquiries, ensuring prompt and high-quality responses. Customer may lodge a Complaint free of charge at any time up to six months of the settlement of the bet or the incident about which they are making a Complaint.

In the case of P2P (such as 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.

Customers are entitled to submit Complaints regarding in-running sports betting within six months of the relevant event. However, they should be advised that, due to the nature of in-running betting, certain data critical to the investigation may only be available for a limited time. Accordingly, it may be necessary to raise such Complaints promptly. Fairspin cannot reasonably be expected to retain specific data indefinitely where it is no longer feasible to do so.

If the Complaint is initiated after the six-month period, Fairspin can decide not to handle the Complaint, depending on the subject of the Complaint.

Stages/Escalation of Complaint Resolution

Complaints can only be made by the registered player. Article 1.3. section c of the LOK mandates that a player is not allowed to sell, donate, rent out, lease, pawn, or pledge, under any title, any of their claims against the holder of a gaming license from the CGA.

If Customer has a concern or dispute, Customer shall contact Fairspin customer support team as a first step.

Customer can reach Fairspin via:

- Email (support@fairspin.io)
- Live Chat

If Customer's issue is not resolved through initial support, Customer may submit a formal Complaint which is available in English and the language of the website Customer is using. To submit a Complaint Customer shall download the form, fill it in, and email to Fairspin.

The form will ask for the following details:

- Customer full name, address, and country of residence
- Customer account number/account name (if applicable)
- The date of the complaint and the date of the issue or disputed event
- A clear description of the issue
- Amount in dispute
- URL

Upon receiving this Complaint Submission Form, the Complaint becomes a Reportable Complaint. Depending on the nature of the Reportable Complaint, the designated customer support team member shall respond to Customer.

Fairspin will provide the customer support function through a system designed to manage the support tickets, complaints, feedback and suggestions submitted by Customers. Initially, all customer support will be done through email, helpdesk chats and/or communication via telephone.

For Customer protection and to ensure the best possible service to Customer by Fairspin, telephone conversations and other relevant communication between Customer and Fairspin may be recorded and/or monitored.

Fairspin will not tolerate derogatory, abusive or violent behavior or statements that are threatening, vulgar, defamatory or otherwise offensive. Should Customer behaves in any such manner towards Fairspin's employees, (as determined in Fairspin's sole opinion), Fairspin reserves the right to suspend and/or close Customer Member Account and stop all communication and/or replies from Fairspin, and/or take any further measures as may be deemed appropriate, including reporting to relevant local authorities and law enforcement agencies.

Also, if Customer is not satisfied with the resolution offered by Fairspin, Customer has the right to escalate Customer Complaint to an approved Alternative Dispute Resolution (ADR) provider.

Role of the CGA

The CGA will not resolve or make decisions on any Customer Complaints regarding gambling-related transactions on Fairspin's website(s).

Unless deemed to be inadequately handled, the decisions made by Fairspin and/or ADR provider will not be subject to reviewing and/or overturning by the CGA.

CGA can be contacted by Customer with regards of matters such as malpractice, breach of license conditions or whistle blowing.

Complaint Resolution Process

Timeline: Responsible Gaming Complaints

Complaints related to responsible gaming will be prioritized due to potential impacts on Customer well-being. Complaints should be categorized as related to responsible gaming in any case when it regards the availability and/or timely implementation of self-exclusion and/or cooling-off and the mandated consequences therein as outlined in the Responsible Gaming policy.

Fairspin aim to resolve such Complaints within five (5) business days whenever possible.

Upon receiving a responsible gaming Complaint, Fairspin will respond within two (2) days to:

- Confirm receipt of the complaint in writing
- Explain how the complaint will be processed
- Provide an estimated timeframe for resolution

If more time is needed to make a reasonable and informed decision, Customer must be informed of the delay, which cannot exceed two (2) weeks. If a delay is due to a lack of or a slow response from Customer, the resolution period may be extended by no more than a further two (2) weeks.

Timeline: All Other Complaint Types

Fairspin 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 Customer.

Within one (1) week of receiving a Complaint, Fairspin will:

- Confirm receipt of the Complaint in writing
- Explain how the Complaint will be processed
- Provide an estimated timeframe for resolution

Complaint Response and Resolution

Every Customer who submits a formal Complaint will receive a final written response.

The response will be either:

- A reasoned final assessment of the outcome/resolution of the Complaint with supporting evidence if necessary or applicable.
- Detailed reasons for not handling the Complaint. If Fairspin needs additional information from Customer to address Customer Complaint, Fairspin will request it within four (4) weeks of receiving Customer Complaint. If Customer does not provide the required information within this timeframe, Fairspin may be unable to proceed and the Complaint may be closed or rejected.
- If Customer is unsatisfied with the resolution and make a further Complaint to that effect, Customer may escalate the matter to an independent ADR entity.

Alternative Dispute Resolution (ADR)

In accordance with Fairspin's licensing obligations under the LOK framework, Fairspin provides access to independent and free Alternative Dispute Resolution (ADR) services for all Customer. However, the Customer must first exhaust Fairspin's complaint procedure before the Customer can approach an ADR.

Fairspin will be engaging an independent ADR entity in Curaçao, approved by the CGA.

If Fairspin is unable to resolve Customer Complaint internally, Customer is entitled to escalate the issue to an independent ADR provider.

However, in line with CGA guidance and to help ensure the effective use of ADR mechanisms, a minimum claim amount of EUR 5.000 has been established for a claim to be eligible for escalation to ADR, or if the complaints concerns a responsible gaming issue. This threshold has been introduced to prevent misuse of the ADR process and to ensure resources are directed toward meaningful disputes.

Once the ADR process is completed, it cannot be restarted with a different ADR provider - by either Customer or Fairspin.

If Customer voluntarily withdraws from an ADR process after it has started, the dispute may not be reopened at a later time.

More specific details of the ADR procedure will be provided as soon as the CGA has published their ADR policy.

The ADR procedure does not eliminate the possibility for Customers to bring proceedings against Fairspin to any Curaçao Courts instead of opting for an ADR procedure.

Record keeping

Fairspin shall submit twice per year a report to the CGA detailing any Reportable Complaints and their outcomes, where known. Such reports will include:

- the total number of submitted Reportable Complaint;
- the total number of settled Complaints (whether upheld or rejected);
- the number of pending or unresolved Complaints;
- the number of Complaints per category (Responsible Gaming or other Complaints);
- the number of Complaints referred to the ADR;
- and the number and detail of Complaints for which the Customer has taken legal action.

Records of unresolved Complaints and/or Complaints that have been escalated to ADR or legal proceedings will be kept for five (5) years or the relevant time stipulated by data protection, statute of limitations or other relevant laws.

A summary of this policy may be published on the URL(s) of Fairspin.

Reasons for Complaint

Customer has the right to make a Complaint regarding any part of Customer relationship with Fairspin, or any incident related to Customer 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

Signature of Executive Director:

Eduards Kalnins



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