



**ABC-
ADR.COM**

ABC-ADR ONBOARDING & TERMS OF SERVICE AGREEMENT

This Terms of Service Agreement is being entered into on the 07.07.2026 between ABC-ADR Ltd (**The ADR Provider**) and JetTon Games B.V., a Company registered under the Laws of Curacao, with company registration number 168122 hereinafter referred to as the '**Operator**'.

The Operator is a B2C Curacao licensed entity under the oversight of the Curacao Gaming Authority (CGA).

The ADR Provider with license number CGA/ADR/2025/02 is duly licensed and authorized by the CGA to carry out alternative dispute resolution services to Operators.

Together referred to as 'The Parties'

WHEREAS:

The Operator is required under Article 5.3 of the LOK to engage a certified ADR entity to offer players An independent mechanism for resolving disputes as part of their complaint escalation process via alternative dispute resolution services (ADR services)

The Operator wishes to engage the ADR Provider to provide ADR services and the ADR Provider intends to provide such services to the Operator.

1. PURPOSE

To appoint the ADR Provider as an independent dispute resolution body in line with the National Ordinance for Games of Chance (LOK) and CGA requirements.

2. INDEPENDENCE

The ADR Provider, including its adjudicators, shall perform its functions under this Agreement independently, impartially, and free from undue influence. In particular, the ADR Provider shall not seek or accept instructions from the Operator, its affiliates, or any third party in relation to the assessment, handling, or outcome of any Complaint.

The Parties acknowledge that the independence of the ADR Provider is a fundamental requirement under the applicable Curaçao regulatory framework and oversight of the Curaçao Gaming Authority (CGA).

Nothing in this Agreement shall be construed as creating any relationship of employment, agency, joint venture, or partnership between the ADR Provider and the Operator. The ADR Provider shall act as an independent adjudicative body at all times.

Notwithstanding the foregoing, the ADR Provider may engage with the Operator on administrative, procedural, and reporting matters necessary for the efficient operation of the ADR process, provided that such engagement does not affect the independence of decision-making.

3. ENTIRE AGREEMENT

The Operator acknowledges ADR engagement is part of its regulatory obligations and subject to CGA oversight. The regulatory framework of this Agreement including its Annexes, the ADR Provider's Rules of Procedures (RoPs) and Privacy Policy, as well as the Business Onboarding Declaration Form.

4. SCOPE OF SERVICES

The ADR Provider is appointed to act as an independent dispute resolution body for the handling and determination of eligible player complaints arising from the Operator's gaming activities, in accordance with applicable Curaçao regulatory requirements and standards, including those of the Curaçao Gaming Authority (CGA).

The ADR Provider shall provide the following services:

(a) Complaint Intake and Admissibility Assessment

- Receive and register player complaints submitted to the ADR Provider;
- Assess whether complaints meet admissibility criteria as outlined the ADR Provider's RoPs, including exhaustion of the Operator's internal complaints procedure;

(b) Case Management and Administration

- Open, manage, and administer admissible ADR cases in accordance with defined procedures;
- Notify the Operator of complaints and request relevant documentation and evidence;
- Facilitate communication between the parties where appropriate;

(c) Evidence Review and Adjudication

- Provide and appoint a designated independent adjudicator in the case of standard cases and 3 adjudicators for complex cases
- Conduct an independent and impartial review of all information and evidence submitted;
- Request additional information or clarification where required;
- Apply applicable laws, regulatory requirements, and the Operator's terms and conditions (as applicable);
- Issue written, reasoned decisions within 90 days

(d) Decision Classification and Outcomes

- Designate decisions;
- Classify disputes (including but not limited to payment disputes, bonus disputes, responsible gaming matters, fraud-related matters, and operational issues);

(e) Audit Trail and Record Keeping

- Maintain a complete, accurate, and tamper-evident audit trail for each complaint, including all submissions, communications, evidence, procedural steps, and decisions;
- Ensure that all case records are securely stored, traceable, and readily accessible for audit or regulatory review;

- Retain records for a minimum period in line with applicable regulatory requirements;

(f) Reporting and Regulatory Support (Optional)

- Produce periodic and ad hoc reports relating to complaints, outcomes, trends, and systemic risks;
- Identify recurring issues or potential regulatory concerns relating to the Operator's activities;
- Provide data and reports, and supporting documentation to the Operator

(g) Compliance and Oversight Support (Optional)

- Assist in demonstrating the Operator's compliance with ADR-related regulatory obligations;
- Maintain policies and procedures aligned with applicable regulatory expectations;

(h) Publication and Transparency (Discretionary)

- Publish anonymised decisions, statistics, and summaries of complaints and outcomes, where appropriate, in the interest of transparency and regulatory compliance.

The services provided by the ADR Provider shall be governed by the ADR Provider's RoPs, as amended from time to time, and published on its official website.

The Operator acknowledges and agrees that:

- (a) it has reviewed, understood, and accepted the RoPs;
- (b) it shall be bound by such RoPs in respect of all complaints handled by the ADR Provider;
- (c) the RoPs shall form an integral part of this Agreement, as updated from time to time, provided that any material changes shall be notified to the Operator.

5. BINDING DECISIONS

The Operator acknowledges and agrees that Final decisions rendered by the ADR Provider are enforceable on the Operator and must be implemented without delay.

The Operator acknowledges that the Player/complainant has a right to judicial redress from any decision taken. The ADR Provider will request the Player/complainant to confirm, within 7 days from a decision taken by the ADR Provider whether the Player/complainant shall deem the decision to be contractually binding.

6. OPERATOR OBLIGATIONS and RULES OF PROCEDURE

The Provider shall handle all types of player Disputes arising from the Operator's gaming services, including but not limited to:

- a) Wagering and financial transaction disputes across all verticals, including Sports, Casino, Poker, and LIVE Dealer;
- b) Disputes regarding the application of promotional terms, bonuses, and alleged bonus abuse;
- c) Technical integrity disputes, including Random Number Generator (RNG) outcomes and software malfunctions;
- d) Deposit and withdrawal disputes involving both FIAT and virtual assets;
- e) Responsible gaming and self-exclusion enforcement matters;
- f) Player identity verification and account management disputes;
- g) Disputes related to alleged fraudulent activity, multi-accounting, and account takeovers (ATOs);
- h) Issues regarding jurisdictional compliance and legal demand letters from players.

Discretion to Refuse: the ADR Provider has the discretion to refuse to adjudicate a Dispute only on reasonable and documented grounds and shall notify both the Player and the Operator of such refusal and the reasons thereof. The Provider may refuse to adjudicate a Dispute:

- i) The internal Complaint handling process has not been fully completed by the Player and Operator;
- ii) The Dispute is found to be evidently frivolous or vexatious;
- iii) The matter is currently under consideration by a court or another certified ADR provider or adjudicating body;
- iv) The dispute has been brought by the Operator against the Player
- v) The complainant is under 18 or legally incapacitated and unrepresented
- vi) The complaint falls a) outside the jurisdiction of the licensee or b) is outside the scope of the definition of a dispute or c) is outside the acceptable parameters set by the Operator or d) the dispute is of a high complexity which would render a court of law more suited for the dispute at hand
- vii) The Operator is no longer registered and/or has been suspended from the services of the ADR Provider

Technical Infrastructure: ADR The Provider will provide Compliance ADR Seal, which is integral part of technical infrastructure for provision of ADR service.

The Operator is obligated to display the operational and valid Compliance ADR Seal prominently on its platform; as well as clearly identify the ADR Provider on its website and within its Terms and Conditions

The Operator must cooperate fully, respond within the time frame provided, provide accurate records, appoint ADR liaison, and implement decisions.

7. REPORTING

The Operator acknowledges that the ADR Provider has reporting obligations towards the CGA. The ADR Provider shall prepare and submit quarterly reports containing statistical and operational data relating to complaints handled under this Agreement, in accordance with applicable regulatory requirements and expectations of the CGA.

Each quarterly report shall, at a minimum, include:

- (a) total number of complaints received during the reporting period;
- (b) number of complaints opened, closed, and carried forward;
- (c) categorisation of complaints (including, but not limited to, payment disputes, bonus disputes, responsible gaming matters, fraud-related matters, and operational issues);
- (d) average and median resolution times;
- (e) outcome distribution (including decisions in favour of the player, the Operator, or partially upheld);
- (f) number and proportion of decisions designated as binding;
- (g) Operator compliance rate with ADR decisions, including implementation timelines;
- (h) instances of Operator non-cooperation or delay;
- (i) aggregate value ranges of disputes handled;
- (j) identification of recurring issues, systemic risks, or compliance concerns relating to the Operator.

The Operator acknowledges and agrees that the ADR Provider may share such reports, underlying data, and supporting documentation directly with the CGA without further consent where required by law or regulatory request.

The Operator shall provide all necessary information and cooperation required to enable the ADR Provider to prepare accurate and complete reports.

8. COMMERCIAL TERMS

The Operator shall bear all costs associated with the ADR process, including applicable fees set out in Annex A.

9. DATA PROTECTION

The ADR Provider acts as independent controller. Data retained 5–7 years and shared with CGA where required. By signing this agreement, the Operator is confirming that it has read and agrees with ABC-ADR's privacy policy.

10. LIABILITY and INDEMNITY

i) Limited Liability

The ADR Provider shall perform its obligations under this Agreement with reasonable skill, care, and diligence and in accordance with applicable laws and regulatory requirements.

To the fullest extent permitted by law, the ADR Provider shall not be liable to the Operator for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of business, loss of goodwill, or reputational damage, whether arising in contract, tort, or otherwise.

The total aggregate liability of the ADR Provider arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total fees paid by the Operator to the ADR Provider under this Agreement in the twelve (12) months preceding the event giving rise to the claim, or the date of signing of this Agreement, whichever is the latest event.

The Operator acknowledges that decisions issued by the ADR Provider are made in good faith in its capacity as an independent adjudicative body. The ADR Provider shall not be liable for the substance, outcome, or consequences of any decision, save in cases of gross negligence, wilful misconduct, or fraud.

The ADR Provider shall not be liable for any claims brought by players or third parties against the Operator, including where such claims relate to or arise from ADR proceedings or decisions.

ii) **Indemnity**

The Operator shall indemnify, defend, and hold harmless the ADR Provider, its directors, adjudicators, officers, employees, and agents from and against any and all claims, demands, actions, proceedings, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

(a) any breach by the Operator of this Agreement, including failure to comply with binding ADR decisions and giving rise to suspension of services;

(b) any failure by the Operator to comply with applicable laws, regulations, or directives issued by the Curaçao Gaming Authority (CGA);

(c) any act, omission, or misconduct of the Operator in relation to player activities, accounts, or transactions, including but not limited to payment disputes, bonus disputes, fraud, or responsible gaming failures;

(d) any inaccurate, incomplete, or misleading information or documentation provided by the Operator to the ADR Provider.

This indemnity shall not apply to the extent that any claim, loss, or liability arises directly from the gross negligence, wilful misconduct, or fraud of the ADR Provider.

The ADR Provider shall promptly notify the Operator of any claim subject to indemnification and shall provide reasonable cooperation in the defence thereof, at the Operator's cost.

The Operator shall not settle any claim in a manner that imposes any liability or obligation on the ADR Provider without the ADR Provider's prior written consent (not to be unreasonably withheld).

11. TERM & TERMINATION

This Agreement shall commence on the Effective Date and shall remain in force until 31 December 2026 (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year (each a "Renewal Term") unless terminated in accordance with this Clause. The ADR Provider reserves the right to revise its pricing applicable to any Renewal Term, subject to providing the Operator with not less than thirty (30) days' prior written notice before the expiry of the Initial Term or any Renewal Term.

In the event that the Operator does not agree to such revised pricing, the Operator may terminate this Agreement by written notice of 14 days prior to the commencement of the relevant Renewal Term, in which case the Agreement shall expire at the end of the then-current term.

Either Party may terminate this Agreement for convenience by providing not less than thirty (30) days' prior written notice to the other Party, provided that such termination shall not take effect in respect of any disputes already submitted to the ADR Provider prior to the effective date of termination.

Either Party may further terminate this Agreement with immediate effect by written notice in the event of a material breach by the other Party or if the Operator's license is suspended or revoked by the CGA.

Upon termination of this Agreement for any reason whatsoever, all disputes submitted to the ADR Provider prior to the effective date of termination shall continue to be administered and resolved by the ADR Provider in accordance with the terms of this Agreement and the applicable rules of procedure. The Operator shall remain fully liable for the payment of all fees and charges arising in connection with such disputes, including any adjudication, review, or additional procedural steps required for their resolution, irrespective of the effective date of termination.

The ADR Provider reserves the right to suspend the provision of services, including the handling of ongoing disputes, in the event of non-payment by the Operator, subject to any applicable regulatory requirements.

The Operator shall be solely responsible for notifying the Curaçao Gaming Authority of any change to its appointed ADR provider and for ensuring that its website, terms and conditions, and player-facing disclosures remain accurate, up to date, and compliant with the applicable laws and regulations of Curaçao, as well as any applicable policies, directives, or guidelines issued by the CGA.

Licensees publicly claiming to offer the ADR Provider's service without a valid subscription will incur a penalty fee equivalent to two annual subscription fees and will be reported to the CGA.

12. SEVERABILITY

This Agreement together with its Annexes and the documents listed in Clause 3 form the entire Agreement. If any provision of this Agreement (or part thereof) is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction or regulatory authority, including the Curaçao Gaming Authority, such provision shall be deemed severed to the extent of such invalidity, illegality, or unenforceability, without affecting the validity and enforceability of the remaining provisions of this Agreement.

The Parties shall use all reasonable endeavours to replace any invalid, illegal, or unenforceable provision with a valid and enforceable provision which, to the greatest extent possible, achieves the intended commercial and regulatory purpose of the original provision.

13. GOVERNING LAW

This agreement shall be governed by the Laws of Curaçao. The jurisdiction of this Agreement shall be Malta.

14. SIGNATURES

The Operator

Signed: 

Date: 13.07.2026

Anatolii Kyselov
Director

The ADR Provider

Signed: 

Date: 9/7/2026

Sarah Tua
Director

ANNEX A – Fee schedule and Payment terms

PRICING (All pricing in euro)

Service	Number of Cases	Fee
ADR Services	-	1,000
Inadmissible Case	1	0
Additional Standard case	1	150
Additional Complex Case	1	300-500
Compliance Seal	-	-

The subscription fee from date of signing until 31.12.2026 shall be Eur 500.

Number of Cases : 0-50: Standard Rate

50-100 : Less 15%

100+ Custom pricing

Optional:

Other Fees: Cost per hour for legal Opinions

Reporting and Regulatory Support: Eur 250 Quarterly

Does the Operator Require this service:

Yes

No

Terms of Payment:

1. ADR services are free to all players. The Operator is solely responsible for the fees and terms herein.

2. The Subscription Fee is valid until 31.12.2026 and is non-refundable. It is payable in advance and upon the signing of this agreement. Fee includes ADR appointment, platform access and compliance seal.
3. There is no charge if a complaint is deemed inadmissible
4. Standard cases fall within the scope of services and have a value of up to Eur 20,000 per claim and will be assigned to one adjudicator. Complex cases involve higher claims or complex technical issues wherein a board of 3 adjudicators will be appointed, and the Operator will be notified in advance.
5. Standard and Complex cases are invoiced monthly in arrears. All admissible cases are subject to payment. Payment is to be effected within 10 days from invoicing. An 8% p.a interest rate shall apply for late payments. In the event of non-timely payment, the ADR Provider shall immediately suspend all services under this Agreement.

Without prejudice to any other rights or remedies available to it, the ADR Provider shall be entitled to suspend, in whole or in part, the provision of its services under this Agreement where the Operator fails to pay any undisputed amount due under any invoice by the applicable due date. Unless otherwise agreed in writing, all invoices shall be payable within ten (10) days from the date of issue.

Where payment remains outstanding, the ADR Provider may, without need for further written notice to the Operator, suspend the acceptance of new disputes and/or the progression of ongoing disputes until such time as all outstanding amounts are paid in full. The ADR Provider shall use reasonable efforts to ensure that any suspension is implemented in a manner that takes into account applicable regulatory requirements and the fair handling of player complaints. For the avoidance of doubt, any suspension of services pursuant to this Clause shall not relieve the Operator of its obligation to pay any outstanding fees, nor shall it constitute a waiver of any rights of the ADR Provider under this Agreement. The ADR Provider shall not be liable for any delays, consequences, or regulatory implications arising from such suspension, and the Operator acknowledges that continued access to ADR services is a regulatory requirement under the applicable laws and oversight of the Curaçao Gaming Authority. The ADR Provider reserves the right, as a condition for the resumption or continuation of services, to require advance payment, a minimum account balance, or other reasonable financial security from the Operator.

The Operator

Signed: 

Date: 13.07.2026

Anatolii Kyselov
Director

The ADR Provider

Signed: 

Date: 9/7/2026

Sarah Tua
Director