



Player Complaints & Terms Policy

Comprehensive dispute resolution procedures and detailed terms of service in compliance with CGA player protection requirements.

v1.0

☐ Draft

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1.0

Purpose & Scope — Complaints Policy

This Player Complaints Policy establishes the procedures for receiving, investigating, and resolving player complaints in a fair, transparent, and timely manner. It applies to all complaints received through any channel including email, live chat, telephone, social media, or written correspondence.

The operator is committed to treating all complaints seriously, investigating thoroughly, and providing clear, reasoned outcomes. Players will not be disadvantaged for filing a complaint.

2.0

Complaints Procedures

Step 1 — Submission:

- Players may submit complaints via: dedicated complaints email, live chat, support ticket system, or written letter
- The complaint should include: player username/account ID, date of issue, description of complaint, desired resolution, and any supporting evidence

Step 2 — Acknowledgment:

- All complaints are acknowledged within 24 hours of receipt
- A unique complaint reference number is assigned and communicated to the player
- The player is informed of the expected timeline for investigation and resolution

Step 3 — Investigation:

- Complaints are assigned to a trained complaints handler
- All relevant evidence is gathered: system logs, transaction records, game history, correspondence

- The player may be contacted for additional information or clarification
- Independent review of game outcomes where RNG/fairness is disputed

Step 4 — Resolution:

- The player is informed of the outcome in writing with clear reasoning
- If the complaint is upheld: appropriate remedial action is taken (refund, account correction, apology)
- If the complaint is not upheld: detailed explanation provided with reference to relevant terms or policies
- The player is informed of escalation options if dissatisfied with the outcome

3.0

Complaint Categories

Complaints are categorized for appropriate handling and reporting:

- **Account & Verification:** Registration issues, KYC delays, account restrictions
- **Financial:** Deposit/withdrawal problems, payment delays, incorrect balances
- **Gaming:** Game malfunction, disputed outcomes, bonus terms disputes
- **Technical:** Platform performance, connectivity, software errors
- **Customer Service:** Staff behavior, response quality, communication issues
- **Responsible Gaming:** Self-exclusion failures, inadequate protection measures
- **Privacy & Data:** Data handling concerns, unauthorized access, marketing preferences

4.0

Resolution Timeframes

Acknowledgment

Within 24 hours of receipt

Simple Complaints

Resolution within 5 business days

Complex Complaints

Resolution within 15 business days

Escalated Complaints

Resolution within 30 business days

If additional time is required, the player is notified of the delay with an updated timeline and reasoning.

5.0 Escalation & Alternative Dispute Resolution (ADR)

Internal Escalation:

- Level 1: Customer Support Team — initial handling and resolution
- Level 2: Complaints Manager — review of unresolved or complex complaints
- Level 3: Compliance Officer — final internal review with regulatory considerations

External Escalation (ADR):

- If the player is dissatisfied with the final internal decision, they may escalate to an independent Alternative Dispute Resolution (ADR) provider approved by the CGA
- The ADR provider will review the complaint independently and issue a binding or non-binding decision (as applicable)
- The operator cooperates fully with ADR proceedings and provides all requested documentation
- Information about the ADR process and contact details are provided in the final response letter

6.0 Record Keeping & Reporting

- All complaints and their outcomes are recorded in a complaints register
- Records retained for minimum 5 years
- Monthly complaints summary reports prepared for management
- Quarterly complaints analysis submitted to CGA as required
- Complaint trends analyzed to identify systemic issues and drive improvements

7.0 CGA Regulatory Recourse

Players retain the right to file a complaint directly with the Curaçao Gaming Authority if:

- The operator fails to resolve the complaint within the prescribed timeframe
- The player is dissatisfied with the ADR outcome
- The complaint involves regulatory non-compliance by the operator

CGA contact information and complaint filing procedures are displayed on the operator's website and included in all final complaint response communications.

8.0 General Terms & Conditions

These Terms and Conditions ("Terms") govern the use of the online gaming platform ("Platform") operated by **FHP Network B.V.**, a private limited liability company incorporated under the laws of Curaçao, and licensed by the Curaçao Gaming Authority (CGA) under License Number [XXX] ("FHP Network B.V.," "we," "us," "our").

By accessing, registering, depositing funds, or using the Platform in any manner whatsoever, the player ("Player," "you," "your") unconditionally agrees to be legally bound by these Terms, the Privacy Policy, the Responsible Gaming Policy, the AML/KYC Policy, and all other policies, rules, and guidelines published by FHP Network B.V. from time to time. These Terms constitute the entire agreement between you and FHP Network B.V. and supersede all prior agreements. If you do not accept these Terms in full, you must immediately cease use of the Platform.

Definitions:

- **"Account"** — The player's registered account on the Platform
- **"Balance"** — Real-money funds credited to the player's Account, excluding bonus funds
- **"Bonus"** — Promotional credits or incentives issued entirely at FHP Network B.V.'s discretion, subject to applicable bonus terms
- **"Game"** — Any poker game, tournament, or poker format offered on the Platform
- **"FHP Network B.V.," "Operator," "we," "us"** — FHP Network B.V., its affiliates, subsidiaries, and assignees
- **"Wager"** — A bet or stake placed on any Game

FHP Network B.V. reserves the right, in its sole and absolute discretion, to interpret these Terms. In the event of any ambiguity, FHP Network B.V.'s interpretation shall be final and binding.

9.0 Eligibility & Registration

Use of the Platform is strictly conditioned upon meeting all of the following requirements. By registering, you represent and warrant that you:

- Are at least 18 years of age, or the minimum legal gambling age in your jurisdiction, whichever is higher
- Are not a resident or citizen of any jurisdiction where online gambling is restricted or prohibited
- Are not listed on any sanctions register, self-exclusion database, or regulatory exclusion list

- Provide only accurate, complete, and up-to-date registration information; any false information is grounds for immediate account closure and forfeiture of funds
- Maintain only one (1) Account — duplicate accounts will be permanently closed and all associated balances and winnings forfeited without prior notice
- Are acting on your own behalf and not as agent, trustee, or nominee for any third party
- Are not a current employee, officer, director, consultant, or family member of FHP Network B.V. or its affiliates
- Will not use the Platform for any unlawful purpose

FHP Network B.V. reserves the right to refuse registration, restrict access, suspend, or permanently close any Account at its sole and absolute discretion, at any time and without prior notice or obligation to provide reasons. FHP Network B.V.'s eligibility determinations are final.

10.0 Account Terms

- You are solely and exclusively responsible for maintaining the confidentiality and security of your login credentials; FHP Network B.V. bears no responsibility for any unauthorized access
- All activity conducted through your Account — whether or not authorized by you — is your sole responsibility and liability
- You must notify FHP Network B.V. immediately upon becoming aware of any unauthorized access, security breach, or compromise of your Account
- Accounts are strictly non-transferable; you may not sell, assign, pledge, or share your Account with any third party
- FHP Network B.V. may require identity verification documents at any time. The Account will be restricted — including suspension of withdrawals — until verification is completed to FHP Network B.V.'s satisfaction
- FHP Network B.V. may, without notice, set off any amounts you owe against your Account balance, including any negative balance arising from disputed transactions or chargebacks
- FHP Network B.V. retains the right to conduct enhanced due diligence checks on any Account at any time

11.0 Deposits & Withdrawals

Deposits:

- Deposit limits (minimum and maximum) are set by FHP Network B.V. and may be changed at any time without notice
- Deposits must originate from payment accounts or instruments registered solely in your name; third-party

deposits will be returned to source and the Account may be suspended

- FHP Network B.V. reserves the right to refuse any deposit at its sole discretion without obligation to provide a reason
- Deposits that cannot be returned to source may be held by FHP Network B.V. pending investigation

Withdrawals:

- Full and satisfactory KYC verification is a mandatory prerequisite for any withdrawal; FHP Network B.V. may request additional documentation at any time
- Withdrawals are processed to the same payment method used for the most recent qualifying deposit; FHP Network B.V. may direct withdrawals to any payment method at its discretion
- FHP Network B.V. reserves the right to impose, adjust, or remove daily, weekly, and monthly withdrawal limits without prior notice
- FHP Network B.V. may delay, withhold, or reverse any withdrawal pending investigation into suspected fraud, bonus abuse, chargebacks, AML concerns, or any other terms violation, for such period as FHP Network B.V. deems necessary
- Where money laundering is confirmed, FHP Network B.V. reserves the right to forfeit the entire Account balance; in cases of fraud or other material terms violations, verified genuine funds will be returned
- Progressive jackpot winnings and large wins may be paid in installments at FHP Network B.V.'s sole discretion; installment schedules are determined exclusively by FHP Network B.V.
- FHP Network B.V. is not liable for any delays caused by payment processors or banking institutions

12.0 Bonuses & Promotions

- All bonuses and promotional offers are issued entirely at FHP Network B.V.'s discretion and may be modified, suspended, or withdrawn at any time without prior notice
- Bonus funds and any winnings derived therefrom may not be withdrawn until all applicable wagering requirements are fully met
- Bonus terms (wagering multiplier, eligible games, maximum stake, expiry, maximum withdrawal cap) are published per promotion and incorporated into these Terms by reference; FHP Network B.V.'s interpretation of bonus terms is final
- FHP Network B.V. reserves the right to void bonuses and any associated winnings, and to close Accounts, where it determines — in its sole judgment — that bonus abuse, fraud, arbitrage, or exploitation has occurred
- Only one bonus may be active at a time unless explicitly stated otherwise by FHP Network B.V.
- FHP Network B.V. may exclude any player, game category, payment method, or jurisdiction from any promotion at its discretion

- Players who open duplicate accounts to obtain multiple bonuses will have all Accounts permanently closed and all balances returned
- FHP Network B.V. is under no obligation to notify players before amending or removing any bonus or promotion

13.0

Gaming Rules

- All games on the Platform use certified Random Number Generators (RNG); however, FHP Network B.V. does not guarantee uninterrupted availability or error-free operation of any game
- In the event of any game malfunction, software error, miscalculated odds, or technical fault of any kind, FHP Network B.V. reserves the right to void all affected bets, reverse any resulting winnings, and restore Account balances to their pre-bet state; FHP Network B.V.'s determination of a malfunction is final
- Maximum payout limits apply per game, session, or day as published by FHP Network B.V.; FHP Network B.V. reserves the right to cap or void winnings exceeding published maximums
- The use of automated software, artificial intelligence, bots, scripts, or any device that provides an unfair advantage is strictly prohibited and will result in immediate permanent account closure and return of all balances
- Collusion, chip dumping, card counting, match-fixing, or any form of organized or coordinated fraudulent play will result in permanent Account closure, return of all funds, and may be reported to relevant authorities
- FHP Network B.V. may void or reverse any win that results from a manifest error in odds, pricing, or game configuration, regardless of whether the error was identified before or after settlement; affected balances will be returned to their pre-bet state

14.0

Sports Betting Terms

FHP Network B.V. will not be offering any gambling services regarding sports betting. FHP Network B.V. operates exclusively as an online poker room. No sports betting, casino games, live dealer products, slots, or any other form of gambling other than poker and its variations will be offered on the platform.

15.0

Responsible Gaming Terms

- FHP Network B.V. provides responsible gaming tools including deposit limits, loss limits, session limits, cooling-off periods, and self-exclusion; use of these tools is the player's sole responsibility
- FHP Network B.V. expressly disclaims all liability for any gambling losses or harm suffered by players who fail to utilize available responsible gaming tools

- Players who self-exclude are prohibited from creating new Accounts; any Account opened in breach of self-exclusion will be immediately closed and any winnings returned
- By using the Platform, players acknowledge and accept that gambling involves inherent and significant financial risk, and that FHP Network B.V. makes no representations regarding expected outcomes or return-to-player rates on any individual session
- FHP Network B.V. shall not be liable for any psychological, financial, or other harm arising from a player's use of the Platform

16.0 Intellectual Property

All content on the Platform — including without limitation software, source code, databases, algorithms, graphics, user interface design, text, audio, video, trademarks, logos, and trade secrets — is the exclusive property of FHP Network B.V. or its licensors and is protected by international intellectual property, copyright, and trademark laws.

- No license, right, or interest in any intellectual property is granted to players by virtue of these Terms or use of the Platform
- Screen scraping, data mining, reverse engineering, decompilation, automated data extraction, or any unauthorized access to or use of Platform content is strictly prohibited
- Players may not use FHP Network B.V.'s name, brand, trademarks, or any Platform content for any commercial or non-commercial purpose without prior written consent from FHP Network B.V.
- Any unauthorized use of FHP Network B.V.'s intellectual property may result in Account closure, civil legal action, and/or referral to law enforcement

17.0 Limitation of Liability

- The Platform is provided strictly on an "as is" and "as available" basis; FHP Network B.V. makes no warranties, express or implied, regarding the Platform's fitness for purpose, accuracy, reliability, or availability
- FHP Network B.V. expressly excludes all liability — to the maximum extent permitted by applicable law — for any direct, indirect, incidental, consequential, special, or punitive losses or damages arising from use of the Platform, including but not limited to: gambling losses, loss of data, loss of profits, business interruption, internet disruptions, unauthorized account access, third-party service failures, hardware or software malfunction, or force majeure events
- FHP Network B.V.'s maximum aggregate liability to any player in connection with any claim shall in no event exceed the net deposits made by that player in the 30 days immediately preceding the event giving rise to the claim
- Players use the Platform entirely at their own risk; FHP Network B.V. is not responsible for any financial

losses incurred through gameplay

- Nothing in these Terms limits liability for death or personal injury caused by FHP Network B.V.'s gross negligence, or for fraud by FHP Network B.V., to the extent such limitation would be unlawful

18.0 Account Termination & Dormancy

Operator-Initiated Closure: FHP Network B.V. may suspend, restrict, or permanently close any Account at any time, with or without prior notice and without providing reasons, including but not limited to: breach of these Terms, suspected fraud or bonus abuse, AML/KYC concerns, regulatory requirements, reputational risk, or at FHP Network B.V.'s sole commercial discretion. Where closure is due to confirmed money laundering or AML violations, FHP Network B.V. reserves the right to forfeit the entire Account balance. In all other cases, including fraud or material Terms breaches, verified genuine funds will be returned subject to satisfactory KYC completion.

Player-Initiated Closure: Players may request Account closure at any time. Closure will only be processed once all outstanding wagering requirements are satisfied and KYC verification is complete. FHP Network B.V. may apply a cooling-off period before processing closure requests.

Dormancy: Accounts with no login activity for 12 consecutive months are classified as dormant. FHP Network B.V. reserves the right to apply a monthly administrative dormancy fee against the Account balance. After 36 months of inactivity, the Account may be permanently closed and any remaining balance handled in accordance with CGA regulations and FHP Network B.V.'s internal dormancy policy. FHP Network B.V. shall not be liable for any balance reduction resulting from dormancy fees.

19.0 Governing Law & Jurisdiction

These Terms and any dispute or claim arising out of or in connection with them — whether contractual, tortious, statutory, or otherwise — shall be exclusively governed by and construed in accordance with the laws of Curaçao, without regard to its conflict of laws principles.

You irrevocably submit to the exclusive jurisdiction of the courts of Curaçao for the resolution of any such disputes. You waive any right to object to proceedings being brought in those courts on grounds of inconvenient forum or any other objection. FHP Network B.V. additionally retains the right to bring proceedings against you in any court of competent jurisdiction where you are domiciled or where any breach has occurred.

20.0 Amendments to Terms

- FHP Network B.V. reserves the right to amend, modify, replace, or supplement these Terms at any time and for any reason at its sole and absolute discretion

- FHP Network B.V. will endeavor to provide reasonable notice of material changes via email or platform notification; however, it is the player's sole responsibility to review the current Terms regularly
- Continued use of the Platform following publication of updated Terms constitutes unconditional acceptance of the revised Terms
- Where a player objects to amended Terms, their sole remedy is to close their Account and withdraw any eligible balance; no compensation or liability arises from such amendments
- The most current version of these Terms, bearing the effective date, is always published on the Platform and shall take precedence over all prior versions
- FHP Network B.V. is not liable for any harm, loss, or inconvenience arising from a player's failure to review updated Terms