

GEOSIX B.V. (163931)

License Number: OGL/2024/316/0598

PLAYER COMPLAINTS POLICY

Approved by:

Geosix N.V Executive Board

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Contents

I.	Introduction.....	3
II.	Policy Overview.....	3
III.	Lodging a Complaint.....	3
IV.	Resolution Process.....	5
V.	Alternative Dispute Resolution (ADR).....	6
VI.	Record-Keeping and Reporting Procedures.....	7
VII.	Terms and Conditions.....	8
VIII.	Common Grounds for Complaints.....	8
IX.	Governing Law and Jurisdiction.....	9
X.	Contacts.....	9
XI.	Definitions.....	9

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Proprietary & Confidential

I. Introduction

Geosix B.V. is a legal entity registered in Curaçao under registration number 163931. The company owns and manages the website: <https://vippari.com/>

Geosix B.V. (“the Company”, “we”, “ours”) operates under the Curaçao license issued by the Curaçao Gaming Control Board OGL/2024/316/0598, complying with the licensing requirements and regional restrictions set by the Curaçao regulatory authorities. These regulations prohibit their remote gaming licensees from offering services in the US, Australia, Dutch West Indies (Aruba, Bonaire), Curacao, France, Germany, the UK, Belize, and the Netherlands. The company operates only in markets where it is permitted and does not target customers in jurisdictions where online gambling is banned.

II. Policy Overview

This Policy has been designed to provide a structured and comprehensive framework for the receipt, handling, and resolution of Complaints submitted by Players. It reflects Geosix B.V.’s unwavering commitment to maintaining the highest standards of fairness, transparency, and player protection. The company’s practices align fully with the obligations set forth in Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de Kansspelen, LOK) and adhere to the supervisory guidelines issued by the Curaçao Gaming Authority (CGA).

The primary aim of this Policy is to ensure that all Players have access to a clear, efficient, and impartial complaints resolution mechanism. It establishes processes that guarantee player concerns are handled promptly and equitably. Moreover, this Policy confirms the Player’s right to escalate any unresolved Complaint to independent and cost-free Alternative Dispute Resolution (ADR) services, in full compliance with Curaçao’s regulatory framework.

This Policy is binding on all Players from the moment they register an account and use the gaming services provided by Geosix B.V. By completing registration—whether through explicit acknowledgment such as ticking a checkbox or accepting a pop-up notification—or by continued engagement with the company’s services, Players are deemed to have accepted the terms of this Policy.

The provisions herein are intended to complement and operate in harmony with all applicable private law obligations, including but not limited to those set forth in Book 6 of the Civil Code of Curaçao concerning general terms and conditions. Nothing within this Policy shall be interpreted

III. Lodging a Complaint

Time Limits for Lodging Complaints

Players of Geosix B.V. may submit a Complaint within six calendar months from the date a bet was settled, the occurrence of the incident in question, or the conclusion of

the gaming event to which the Complaint relates. This timeframe applies uniformly to all gaming services provided by the company, including peer-to-peer games such as poker, ante-post fixed odds betting, and in-play sports markets.

For in-play betting markets, where outcomes and decisions often depend on rapidly changing data, Players are strongly encouraged to raise their Complaints at the earliest opportunity. Due to the dynamic nature of these markets, certain data may not remain available indefinitely. As such, the company cannot reasonably be expected to retain this information beyond its standard data retention practices.

Complaint Submission Procedure

To ensure fairness and consistency, only registered Players are permitted to submit a Complaint. Players must use the official Complaint Submission Form provided by Geosix B.V., available in the following formats:

- a A downloadable PDF or Word document accessible via the company's website, which can be completed and returned by email (or)
- b An online interactive form that can be completed and submitted directly through the Player's account dashboard on the platform.

The form requires Players to provide the following essential information:

- a Full legal name, residential address, and Player account identifier, where applicable.
- b The date of submitting the Complaint, along with the date of the event or decision that prompted it.
- c A clear description of the issue, supported by relevant documents or evidence where possible.
- d The category of Complaint selected from a predefined list, such as deposit issues, withdrawal concerns, technical malfunctions, or Responsible Gaming matters.

Players should also be aware that Geosix B.V. may request additional information or documentation if reasonably necessary to conduct a thorough and fair investigation. Any such requests will be proportionate to the nature and complexity of the Complaint.

Oversight Role of the Curaçao Gaming Authority (CGA)

Players should understand that the Curaçao Gaming Authority (CGA) does not intervene in the resolution of individual disputes between Players and operators. The CGA acts in a supervisory capacity, utilizing aggregated Complaint data to monitor licensee compliance and support regulatory enforcement actions when necessary.

However, Players retain the right to contact the CGA directly if they believe that Geosix B.V. has breached its licensing obligations or Curaçao's regulatory framework. The company will not impose any restrictions on a Player's right to report such concerns to the regulator.

IV. Resolution Process

Prioritisation of Complaints

All Complaints received by Geosix B.V. are systematically recorded and reviewed to determine their priority. Complaints relating to Responsible Gaming matters — including but not limited to failures in applying self-exclusion measures or concerns regarding the targeting of vulnerable individuals — are given the highest priority due to their potential impact on player welfare.

For such Responsible Gaming-related Complaints, the company aims to provide a final response within five business days. In exceptional cases, where the complexity of the issue or external circumstances require additional time, this period may be extended by no more than two additional weeks.

Other categories of Complaints are handled in the order in which they are received. The target resolution timeframe for these is four weeks. If more time is required due to the complexity or evidentiary demands of a specific case, the company may extend this period once, by up to an additional four weeks, with prior notice provided to the Player.

Confirmation of Receipt

Upon receipt of a Complaint, Geosix B.V. will issue a formal acknowledgment in writing within the following timeframes:

- a Within two calendar days for Complaints related to Responsible Gaming.
- b Within seven calendar days for all other types of Complaints.

This acknowledgment will include:

- a Confirmation of receipt of the Complaint and assignment of a unique reference number for tracking purposes.
- b A clear explanation of the steps to be taken during the investigation and resolution process.
- c Information about the expected timeframe for resolution, including the possibility of extensions and the reasons these may occur.

Investigation and Resolution

Each Complaint is subject to a thorough and impartial investigation. This process includes:

- a A review of relevant account details, transaction records, system logs, and communication history.
- b Collaboration with internal departments such as Customer Support, Compliance, and Technical Operations to ensure all aspects of the Complaint are fully examined.
- c Requests for additional information or documentation from the Player, where necessary, to assist with resolution.

The designated Complaint Handler ensures that investigations are conducted diligently and transparently. Upon conclusion of the investigation, the Player will receive:

A detailed written explanation of the outcome, supported by relevant evidence where applicable.

- a Clear instructions on the Player's right to escalate the matter to an Alternative Dispute Resolution (ADR) provider if they remain dissatisfied.
- b Contact details for the ADR provider(s) engaged by Geosix B.V.

Use of Artificial Intelligence

Geosix B.V. may utilise artificial intelligence tools to assist with certain elements of the Complaint management process, such as sorting cases or identifying patterns. However, human oversight is mandatory in specific circumstances, including:

- a Complaints involving Responsible Gaming issues.
- b Complaints deemed complex or involving sensitive personal or financial information.

Any decision or resolution supported by AI tools is subject to careful human review to ensure fairness, accuracy, and consistency with regulatory obligations and the protection of Player rights.

V. Alternative Dispute Resolution (ADR)

ADR Services

If a Player remains dissatisfied after completing Geosix B.V.'s internal complaints procedure, they have the right to escalate the matter to an independent Alternative Dispute Resolution (ADR) provider. ADR services are made available to Players free of charge. All costs associated with the ADR process are fully covered by Geosix B.V. in accordance with its licensing and regulatory obligations.

ADR Decisions

Once the ADR process has been completed and a final determination issued by the certified ADR provider, neither the Player nor Geosix B.V. may re-submit the same matter to another ADR entity. However, Players retain the right to pursue legal remedies through the appropriate judicial channels where the ADR decision is not legally binding under applicable private law.

Preventing Abuse of ADR Services

To ensure the ADR process is used appropriately and in good faith, Geosix B.V. may, in consultation with its legal advisors, establish reasonable parameters for referrals. These measures may include minimum claim thresholds or other criteria aimed at preventing misuse of ADR services. Any such conditions will remain fair, proportionate, and fully compliant with applicable civil legislation and are subject to oversight by the Curaçao Gaming Authority (CGA).

VI. Record-Keeping and Reporting Procedures

Record Maintenance

Geosix B.V. acknowledges its obligations under Curaçao's regulatory framework to maintain comprehensive, accurate, and securely stored records of all Complaints submitted by Players. These records are vital to ensuring transparency, accountability, and compliance with supervisory requirements. The company's records include, but are not limited to, the following:

- a Copies of all Complaint Submission Forms received, whether submitted electronically or in physical form.
- b All correspondence exchanged between the Player and company representatives throughout the complaint resolution process.
- c Internal investigation reports and any supporting documentation, such as account activity logs, transaction histories, and technical evaluations where relevant.
- d Documentation of referrals or escalations to an Alternative Dispute Resolution (ADR) provider and any legal proceedings initiated by either party.

All such records are retained for a minimum of five years following the final resolution of the Complaint, unless a shorter retention period is required under applicable data protection laws, statutes of limitation, or other legal provisions. Geosix B.V.'s data retention policies are fully aligned with Curaçao's regulatory standards and all relevant privacy legislation.

Regulatory Reporting

In addition to maintaining thorough internal records, Geosix B.V. is required to submit detailed biannual reports to the Curaçao Gaming Authority (CGA). These reports, submitted by January 15th and June 15th each year, must cover all Complaints received during the relevant reporting period and include the following information:

- a The total number of Complaints submitted by Players during the reporting period.
- b A breakdown of resolved Complaints, indicating those upheld in favor of the Player and those rejected.
- c The number of Complaints pending or unresolved as of the reporting date.
- d Categorization of Complaints by type, such as technical issues, payment disputes, or Responsible Gaming concerns.
- e The number of Complaints referred to ADR and the outcomes of those referrals.
- f Details of cases where Players have initiated legal proceedings against the company.

The CGA reserves the right to request access to Complaint records at any time to fulfill its supervisory responsibilities. Geosix B.V. will cooperate fully with any such requests and ensure that all information is provided promptly and, in the format, specified by the regulator.

VII. Terms and Conditions

This Complaints Policy forms an integral part of the Terms and Conditions of Geosix B.V. and is presented to Players in a manner that ensures clarity, visibility, and accessibility.

To achieve this, Geosix B.V. implements the following measures:

- a The complete Complaints Policy is published as a standalone document and is accessible through clearly visible links on the company's homepage, registration page, and within the Player account dashboard.
- b A summary of the complaints procedure is included in the Terms and Conditions, accompanied by direct hyperlinks to the full Policy text.
- c During the account registration process, Players are required to acknowledge and accept the Complaints Policy. This acknowledgment is obtained through mechanisms such as a mandatory confirmation checkbox or a pop-up notification, ensuring informed consent before registration is completed.

The Terms and Conditions also provide:

- a A clear explanation of how to submit a Complaint, including applicable response timeframes.
- b Information on the Player's right to escalate unresolved Complaints to an independent Alternative Dispute Resolution (ADR) provider and, where applicable, to pursue further legal remedies under the law.
- c A statement clarifying that the Curaçao Gaming Authority (CGA) does not intervene in individual disputes but may be contacted by Players regarding regulatory breaches or non-compliance by the operator.

VIII. Common Grounds for Complaints

Players of Geosix B.V. have the right to submit a Complaint regarding any aspect of their interaction with the company's gaming and betting services. While the following examples are not exhaustive, they illustrate typical categories of issues for which a Complaint may be raised:

- **Deposit Issues** – Problems such as delays, failed transactions, or errors affecting the crediting of funds to Player accounts.
- **Withdrawal Issues** – Disputes concerning withdrawal requests, including perceived delays, rejections, or partial payments.
- **Bonus Terms and Conditions** – Concerns about the fairness, clarity, or enforcement of promotional offers and bonus requirements.
- **Account Closures or Restrictions** – Allegations of unjustified account suspensions, closures, or restrictions limiting access or functionality.
- **Game Fairness** – Complaints relating to software errors, system malfunctions, or outcomes perceived by Players as unfair.

- **Responsible Gaming Concerns** – Issues involving the application of responsible gambling measures, such as failures to honor self-exclusion or cooling-off requests.
- **KYC and Verification Procedures** – Concerns regarding the identity verification process, including delays or perceived difficulties during due diligence checks.
- **Data Protection and Privacy** – Complaints involving the handling, processing, or safeguarding of personal data.
- **Technical or Software Malfunctions** – Difficulties accessing or using the platform due to technical issues or system errors.
- **Fraudulent Activities** – Allegations of fraudulent conduct, whether committed by third parties or by the company itself.
- **Minors' Access** – Reports indicating that individuals under the legal gambling age have accessed the gaming services.
- **License or Regulatory Breaches** – Concerns regarding potential violations of licensing conditions or Curaçao's regulatory requirements by Geosix B.V.

Players are required to provide detailed information and supporting evidence when submitting a Complaint to facilitate a prompt and thorough investigation. If the Player does not provide the necessary information within the specified timeframe, Geosix B.V. reserves the right to reject the Complaint.

IX. Governing Law and Jurisdiction

This Complaints Policy shall be governed by and interpreted in accordance with the laws of Curaçao. Any legal proceedings arising from or related to this Policy, which are not resolved through the internal complaints procedure or Alternative Dispute Resolution (ADR), shall be subject to the exclusive jurisdiction of the competent courts of Curaçao. This is without prejudice to the rights of Players to bring legal action in their country of residence where such rights are conferred under applicable local laws.

X. Contacts

Players wishing to submit a Complaint or request further information may contact Geosix B.V. using any of the following channels:

- General Enquiries: support-en@vippari.com
- Complaints Department: complaints@vippari.com
- Live Chat Support: Available 24/7 through
- Complaint Submission Form: Accessible at <https://vippari.com/>
- Alternative Dispute Resolution (ADR): <https://vippari.com/>
- Curaçao Gaming Authority: <https://www.gamingcontrolcuracao.org>

XI. Definitions

A **Player** is any individual who has successfully registered an account with Geosix B.V., completed all required identity verification and customer due diligence checks, and has engaged in gaming or betting activities on the company's licensed platform.

A **Complaint** is any written communication from a Player expressing dissatisfaction with any aspect of Geosix B.V.'s services, decisions, operations, or terms, where the Player seeks clarification, a response, or corrective action.

A **Dispute** arises when a Complaint remains unresolved after the internal complaints process has been completed and is then escalated to an independent Alternative Dispute Resolution (ADR) provider or, where applicable, to a competent court of law.

ADR is an impartial process, carried out by an independent body certified by the Curaçao Gaming Authority (CGA), to review and resolve Complaints that cannot be settled internally. ADR is free for Players, with all costs covered by Geosix B.V..

A **Responsible Gaming Complaint** refers to any concern raised by a Player about the effectiveness or enforcement of responsible gambling measures, such as the timely application of self-exclusion or cooling-off periods, or failures to protect vulnerable individuals in line with Geosix B.V.'s policies.

A **Technical Issue** is any failure or malfunction in the systems, software, or hardware operated by Geosix B.V. that disrupts a Player's ability to access or participate in gaming activities, whether on desktop, mobile, or other supported platforms.

Fraudulent Activity includes any attempt to deceive or manipulate the company's systems or services for unfair advantage. This covers unauthorized account access, misuse of automated tools, bonus abuse, and submission of false identification or documents.

The **Complaint Handler** is the trained and impartial team or individual within Geosix B.V. responsible for managing, investigating, and resolving Player Complaints in accordance with this Policy and all relevant regulatory standards.