

COMPLAINTS POLICY

Version Control

Version	Date	Description	Author	Approved By
3.0	24 November 2025	Document Creation	Jekaterina Baranova	Senior Management

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1. INTRODUCTION

livebetline.com (the “Website”) is owned and operated by Complex Technologies B.V., a company registered under the laws of Curaçao (registration number: 153939), with its registered address at Abraham Mendez Chamicuro Boulevard 03, Curaçao, P.O. Box 4750, and licensed under Curaçao Gaming License No.: OGL/2024/334/0243 (the “Company”).

livebetline.com is committed to providing all players with a safe, transparent, and enjoyable gaming environment. In accordance with our legal obligations under Article 5.3 of the National Ordinance on Games of Chance (N.G. 2024, no. 157), the Company is dedicated to maintaining a structured process for the resolution of player complaints and disputes.

The Company acknowledges that issues may occasionally arise and takes every player’s complaint seriously, impartially, and with due diligence. Therefore, Complex Technologies B.V. has adopted this Complaints Policy to ensure that the complaint-handling procedure is transparent, fair, and accessible for all players.

1.1. PURPOSE AND SCOPE

This Complaints policy sets out the process for the submission, handling and resolution of player complaints in a fair, transparent and timely manner. It also specifies the official channels through which complaints may be submitted to **livebetline.com**, as well as the procedures for managing and resolving complaints and disputes.

This policy applies to:

- All players with registered accounts on **livebetline.com**;
- All employees or representatives involved in customer support and the complaint handling process.

The Policy does not cover matters outside the Company’s control, such as complaints related to third-party payment providers, external platforms, or issues not directly associated with the services provided by livebetline.com.

2. DEFINITIONS

For the sake of clarity and consistency, the Company provides the following definitions of key terms used throughout this Policy:

Company: Refers to **livebetline.com**, including its employees, agents, and authorized representatives.

Player: An individual who holds a registered account with livebetline.com.

Complaint: A written expression of dissatisfaction by a Player relating to the Company’s services, decisions, terms, or conduct, indicating that the Player is unhappy and expects a response or resolution. For regulatory reporting purposes, a Complaint is considered valid when:

- It has been submitted by the Player through the official **complaint submission form**, and/or
- It has been escalated to **Alternative Dispute Resolution (ADR)**.

Dispute: A Complaint that has **not been resolved to the Player’s satisfaction** and has been escalated internally within the Company or externally to an independent third party, such as an **ADR provider** or a **court of law**.

Responsible Gaming Complaint: Any issue concerning responsible gambling measures, including but not limited to self-exclusion, deposit limits, time limits, or concerns relating to the safeguarding of vulnerable players.

Technical Issue: Any malfunction, disruption, outage, or defect in the Company's systems, software, or platform that affects gameplay, account access, or the overall functionality of the Website.

Fraudulent Activity: Any attempt by a Player or third party to deceive, manipulate, or gain an unfair advantage, including but not limited to account takeover, use of bots or automated systems, bonus abuse, identity fraud, or other dishonest practices.

Complaint categorization: A complaint may be classified or fall in the following categories:

#	Category	Description
1	Deposit Issues	Difficulties or delays in funding a Player's account.
2	Withdrawal Issues	Delays, errors, or restrictions encountered when withdrawing funds.
3	Bonus Terms and Conditions	Concerns regarding eligibility, application, interpretation, or fulfilment of bonus offers.
4	Account Closures or Restrictions	Queries or disputes related to account suspensions, closures, or imposed limitations.
5	Alleged Errors or Unfairness in Game Outcomes	Claims of incorrect results, technical errors, or perceived bias during gameplay.
6	Responsible Gaming Issues	Complaints regarding responsible gaming tools such as self-exclusion, deposit limits, cooling-off periods, or the implementation of such measures.
7	Treatment of Player Balances	Concerns about the management, crediting, deduction, or handling of Player funds.
8	Know Your Customer (KYC) and Verification	Issues arising during identity verification, documentation review, or account approval processes.
9	Data Protection	Concerns regarding confidentiality, security, storage, or handling of personal information.
10	Technical or Software Issues	Problems arising from platform malfunctions, software glitches, or system errors.
11	Anti-Money Laundering (AML) Concerns	Reports or issues related to the Company's AML procedures or compliance.
12	Issues Involving Minors	Concerns regarding underage access, attempted registration, or participation.
13	Fraudulent Games	Allegations of manipulation, cheating, or unfair practices in the games offered.
14	Fraudulent Practices	Concerns about suspected dishonest or deceptive conduct by the Company, its employees, or other Players.
15	License or Regulation	Complaints concerning the Company's adherence to licensing conditions or regulatory obligations.
16	Unfair Terms and Conditions	Complaints regarding unclear, misleading, or inequitable Terms and Conditions applied by the Company.

This list provides examples of common complaint categories and is not exhaustive. Players may submit complaints regarding any aspect of their relationship with the Company or any incident related to their participation on the Website, including matters involving game payouts, outcomes, and other material terms of the betting arrangement, as well as requests to declare such arrangements unconcluded or void, free of charge. Each Complaint will be appropriately classified by the Company during the complaint-handling process.

3. CONDITIONS FOR FILING A COMPLAINT

Registered Player: Complaints may only be submitted by Players who hold a registered and verified account with the Company.

Personal Complaints: A Complaint must be submitted directly by the Player. Complaints submitted by third parties on behalf of a Player will not be accepted.

Timeframe for Complaint Submission:

A Player must submit a Complaint to the Company within **six (6) months** from the date of the incident giving rise to the Complaint, or from the date of settlement of the relevant bet.

The Company strongly advises Players to submit Complaints **as soon as they become aware** of any issue or potential violation of their rights, in order to prevent potential loss of sensitive data or limitations in retrieving historical records.

Cyber-Live Games:

All bet-calculation claims relating to Cyber-Live games must be submitted within **seventy-two (72) hours** from the conclusion of the game.

4. SUBMITTING A COMPLAINT

All Players must submit their Complaints to the Company through one of the following official channels:

Website Form

A designated Complaint Form is available through the certification seal on the Website at: **(Insert link to Complaint Form here).**

The Player is required to complete the form accurately. The Complaint Form will typically require the following details:

- Full name
- Residential address and country
- Account number
- Date of Complaint
- Date of incident
- Detailed description of the issue
- Supporting documents, as outlined in Section 4.2

Email

In addition to the Website Form, Complaints may also be submitted by email to: complaints@livebetline.com

Upon receipt of the email, the Company will send an official Complaint Form to the Player for completion. The Complaint will only be considered valid once this form has been completed and returned by the Player.

4.1 Information to be Submitted

To enable the Company to handle Complaints fairly, efficiently, and in accordance with the **Curaçao Gaming Authority (CGA)** guidelines, Players submitting a Complaint via the Website Complaint Form or by email are required to provide the following information:

1. Full Name, Residential Address, and Country of Residence
 - This information is mandatory and must be included in the Complaint Form as required by CGA guidelines.
2. Player Account Number or Username (if applicable)
 - Where applicable, this field must be included on the form in accordance with CGA requirements.
3. Date of the Complaint and Date of the Disputed Incident or Event
 - Both dates are required to ensure proper tracking, review, and investigation of the Complaint.
4. Detailed Description of the Issue or Conduct Being Disputed
 - Players may select from pre-determined categories provided by the Company or provide a free-text description.
 - This information is mandatory under CGA guidelines and is necessary for proper assessment of the Complaint.
5. Supporting Documents or Evidence

Players are encouraged to provide any relevant documentation or evidence, including but not limited to:

- Screenshots
- Videos
- Transaction IDs
- Email or chat correspondence
- Game history or other relevant records

While not explicitly required by the CGA, providing supporting evidence is strongly recommended as it may significantly facilitate and expedite the resolution process.

6. Preferred Method of Contact and Response Language (*optional but recommended*)
 - Players may specify their preferred communication channel (email, in-platform messaging, etc.) and preferred language to ensure timely, clear, and effective communication.
7. Consent to the Processing of Personal Information
 - By submitting a Complaint, the Player consents to the Company processing their personal information for the purpose of investigating and resolving the Complaint.
 - All processing will be carried out in accordance with applicable data protection laws and the Company's Privacy Policy.
8. Acknowledgment of the Complaint Procedure (*optional but recommended*)
 - Players may acknowledge that the Company may require a reasonable period to investigate the Complaint and that responses will be provided in accordance with the Company's Complaint Handling Policy.

4.2 Complaint Handling Process

1. Acknowledgement

Upon receiving a Complaint, the Company will promptly acknowledge receipt via email, and in any case no later than seven (7) days from the date of receipt.

The acknowledgement will include an explanation of the complaint-handling process, including the expected timeline for resolution.

A unique complaint reference number will also be provided for tracking and future correspondence.

2. Assessment

The Company's Customer Support team will review, assess, and investigate the submitted Complaint.

During this process, the Company reserves the right to request additional information, clarification, or documentation from the Player if needed to fully understand and address the Complaint.

Failure to provide requested information may result in delays or, in some cases, the inability to fully resolve the Complaint.

3. Resolution Timeline

The Customer Support team will conduct its investigation and provide a response to the Player within an initial period of four (4) weeks from the date the Complaint was acknowledged.

If additional time is required due to the complexity of the Complaint or unforeseen circumstances, the Company may extend this period by an additional four (4) weeks.

The Player will be duly notified of any extension at least one (1) week before the expiration of the initial four-week period.

4. Resolution

After completing the assessment and investigation, the Company will provide a final decision or response to the Player in writing via email.

The final decision will include one of the following outcomes:

Possible Outcomes

Complaint Resolved

A clear and substantiated resolution supported by relevant evidence, along with information regarding the Player's right to escalate the matter to Alternative Dispute Resolution (ADR) if they are unsatisfied with the outcome.

Complaint Declined or Cannot Be Addressed

A clear and substantiated explanation as to why the Complaint cannot be handled or addressed by the Company, accompanied by information regarding the Player's right to escalate the Complaint to ADR.

4.2.1 Responsible Gaming Complaints

The Company is committed to promoting responsible gaming and protecting Players from gambling-related harm. Complaints related to responsible gaming concerns are prioritized and handled promptly. The following enhanced procedure applies specifically to Responsible Gaming Complaints:

1. Acknowledgement

Upon receiving a Responsible Gaming Complaint, the Company will make every effort to acknowledge receipt via email within two (2) days.

The acknowledgement will include an explanation of the responsible gaming complaint-handling process and the expected timeline for resolution.

A unique complaint reference number will be provided for tracking purposes.

2. Assessment

The Company's Customer Support team will review, assess, and investigate the submitted Complaint with priority status.

During this process, the Company may request additional information or documentation from the Player if necessary to fully understand and address the responsible gaming concern. This may include information relevant to self-exclusion, play patterns, responsible gaming tools, or any indicators of gambling-related harm.

3. Resolution Timeline

The Customer Support team will conduct its investigation and provide a response to the Player within an initial period of five (5) days from the date the Complaint was acknowledged.

If additional time is needed due to the complexity of the issue, the Company may extend this period for a maximum of two (2) weeks.

The Player will be duly notified of any delay in providing a response.

4. Resolution

After completing its assessment, the Company will provide the Player with a final decision or response in writing via email.

The decision will be based on the Company's findings and will take into account the Player's requested resolution (e.g., activation of self-exclusion, application of time limits, deposit limits, or a temporary account freeze).

The Company may also recommend additional responsible gaming tools or protective measures where appropriate.

5. ESCALATION

If a Player is not satisfied with the final resolution provided by the Company, the Player has the right to escalate their dispute through the following channels:

1. Alternative Dispute Resolution (ADR)
2. Legal action through a court of law

5.1 Alternative Dispute Resolution (ADR)

The Company is obliged to offer Alternative Dispute Resolution (ADR) to Players as an option for resolving disputes. On a short-term basis, the Company intends to fully comply with this obligation by providing access to an independent ADR provider approved by the Curaçao Gaming Authority (CGA).

Once implemented, the decisions of the appointed ADR provider shall be **binding on both parties**. Neither party may restart or resubmit the same dispute to another ADR provider.

To safeguard the ADR process from abuse, the Company reserves the right to apply **reasonable conditions**, such as minimum claim thresholds for cases that may be escalated to ADR.

5.2 Legal Action

The Company remains committed to resolving all Player complaints internally, fairly, and to the mutual satisfaction of both sides. However, the Company fully recognizes and respects each Player's legal rights.

Players retain the right to pursue **legal action through the courts** if they are not satisfied with the final decision of the Company's complaint process.

If a Player chooses this option, the Company will fully cooperate with all legal proceedings and provide any required information necessary to support the process.

6. ESCALATION TO CURAÇAO GAMING AUTHORITY

As a licensed operator under the laws of Curaçao, the Company is subject to oversight by the Curaçao Gaming Authority (CGA).

The CGA **does not mediate or resolve individual Player disputes** involving gambling-related transactions or game outcomes.

However, Players may contact the CGA at **complaints@cga.cw** if they believe the Company has breached applicable regulations, licensing conditions, or legal obligations.

7. TERMS & CONDITIONS INTEGRATION

This Policy is integrated into the Company's **Terms & Conditions**. Players are required to acknowledge and accept this Policy—via a mandatory tick-box or pop-up—during the registration process.

The Policy is accessible at all times via the:

- Homepage
- Registration page
- Player dashboard

8. RECORD KEEPING

The Company records all complaints, regardless of the submission channel, in a centralized system to ensure proper handling and regulatory compliance.

The following information will be recorded for each complaint:

- Complaint Reference Number
- Date of Complaint Submission
- Player Information (full name, account number or username, residential address, email)
- Complaint Category (e.g., deposit issues, responsible gaming issues, unfair game outcome, etc.)
- Complaint Details (description of the issue, supporting evidence such as screenshots, logs, or documents)
- Resolution Details (actions taken, date resolved, confirmation of communication to the Player)

All complaint records will be securely stored for **five (5) years**.

9. REGULATORY REPORTING

In accordance with the **LOK**, the Company will submit complaints reports to the CGA twice a year:

- **January 15th**
- **June 15th**

Each complaints report will include:

1. Total number of complaints received
2. Total number of settled complaints (upheld and rejected)
3. Number of pending or unresolved complaints
4. Number of complaints by category
5. Number of complaints escalated to ADR, including outcomes
6. Number and details of complaints where the Player has initiated legal action

10. GOVERNING LAW & JURISDICTION

This Policy is governed by the laws of **Curaçao**.

Any disputes arising under this Policy shall fall under the **exclusive jurisdiction of the courts of Curaçao**.

11. CONTACT INFORMATION

- **General Enquiries:** support@livebetline.com
- **Complaints:** complaint@livebetline.com
- **Live Chat:** Available 24/7 via the website
- **Complaint Form:**
- **ADR Provider:**
- **Curaçao Gaming Authority:** complaints@cga.cw

12. POLICY REVIEW

This Policy will be reviewed at least **annually**, or earlier where required due to regulatory developments, operational changes, or feedback from Players and stakeholders. Amendments will be made as necessary to ensure continued compliance and effectiveness.

Director of the company Complex Technologies B.V.
Pavlo Cherepenchuk

