



IRIDIUM GROUP N.V. (153995)

PLAYER COMPLAINTS POLICY

A handwritten signature in blue ink, consisting of a large, stylized 'A' followed by a series of loops and a long horizontal stroke.

11 July, 2025

Chuchubiweg 17, Willemstad, Curaçao

1. Introduction and Scope of This Policy

This Player Complaints Policy has been formally adopted and issued by Iridium Group N.V., a private limited liability company incorporated under the laws of Curaçao. The company is registered with company number 153995 and operates under the license granted by the Curaçao Gaming Control Board, bearing license number OGL/2024/427/1022.

The purpose of this Policy is to establish a clear and comprehensive framework for the submission, management, and resolution of complaints raised by players. It demonstrates Iridium Group N.V.'s strong commitment to upholding fairness, transparency, and player protection in all its operations. The procedures outlined herein are designed to fully comply with the requirements of Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de Kansspelen, LOK) and adhere to the supervisory standards and guidance issued by the Curaçao Gaming Authority (CGA).

This Policy aims to provide players with an accessible, effective, and impartial mechanism for resolving their complaints. It sets out processes that ensure player concerns are addressed promptly and fairly. In addition, it guarantees that players have the right to escalate unresolved matters to independent Alternative Dispute Resolution (ADR) services at no cost, in line with Curaçao's regulatory framework.

The provisions of this Policy are binding on all players as soon as they register an account and engage with the gaming services of Iridium Group N.V. By completing the registration process—whether through an explicit acknowledgment such as ticking a checkbox or accepting a pop-up notification—or by continued use of the company's services, players confirm their acceptance of this Policy.

This Policy is intended to complement and operate in harmony with all applicable private law obligations, including but not limited to those contained in Book 6 of the Civil Code of Curaçao concerning general terms and conditions. Nothing in this document shall be construed as restricting or overriding any rights players may hold under applicable civil law.

2. Submitting a Complaint

2.1 Deadline for Filing a Complaint

Players of Iridium Group N.V. have the right to file 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 relevant gaming event. This time limit applies to all gaming services offered 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, where results depend on fast-changing and time-sensitive data, players are strongly encouraged to submit their Complaints as soon as possible. Due to the dynamic nature of these markets, certain information may no longer be available after a reasonable period. As such, Iridium Group N.V. cannot be expected to retain such data beyond its standard retention practices.

2.2 How to Submit a Complaint

To maintain fairness and consistency in its handling processes, only registered players may submit a Complaint. Players must use the official Complaint Submission Form provided by Iridium Group N.V., which is offered in two convenient formats:

- A downloadable PDF or Word version available on the company's website, which can be completed and sent by email (or)
- An online interactive form that can be completed and submitted directly through the player's account dashboard.

When completing the form, players must provide the following essential information:

- Full name, residential address, and Player account identifier, if applicable.
- The date of submission and the date of the event or decision that is the subject of the Complaint.
- A detailed description of the issue, along with any supporting documents or evidence where available.
- The category of the Complaint, selected from a predefined list such as deposit issues, withdrawal concerns, technical malfunctions, or Responsible Gaming matters.

Players should note that Iridium Group N.V. may request additional information or documentation if it is deemed necessary to carry out a thorough and fair investigation. Any such requests will remain proportionate to the specific nature and complexity of the Complaint.

2.3 The Role of the Curaçao Gaming Authority

Players should be aware that the Curaçao Gaming Authority (CGA) does not act as a mediator for individual disputes between players and licensed operators. The CGA's primary function is supervisory. It monitors operators' compliance with licensing requirements and utilizes aggregated Complaint data to inform its regulatory enforcement activities.

Nevertheless, players have the right to contact the CGA directly if they believe that Iridium Group N.V. has violated its licensing obligations or failed to comply with Curaçao's regulatory framework. The company will not impose any limitations or restrictions on a player's ability to report such concerns to the regulator.

3. Process for Resolving Complaints

3.1 Determining Priority

All Complaints submitted to Iridium Group N.V. are systematically logged and assessed to determine their priority. Complaints involving Responsible Gaming concerns, such as failures to enforce self-exclusion or allegations of targeting vulnerable players, are treated with the highest priority due to their potential impact on player welfare.

For Responsible Gaming-related Complaints, the company aims to issue a final response within five business days. In situations where the complexity of the matter or external circumstances requires more time, the resolution period may be extended by no more than two additional weeks, and the Player will be informed accordingly.

Other types of Complaints are addressed in the order they are received. The standard resolution timeframe for these cases is four weeks. If further time is needed due to complex issues or evidentiary requirements, this period may be extended once for up to an additional four weeks, with clear notification provided to the Player.

3.2 Acknowledgment of Complaints

Upon receiving a Complaint, Iridium Group N.V. sends a formal written acknowledgment to the Player within the following timeframes:

- Within two calendar days for Responsible Gaming Complaints.
- Within seven calendar days for all other types of Complaints.

This acknowledgment includes:

- Confirmation of receipt and assignment of a unique reference number for tracking.
- A clear description of the steps that will be taken during the investigation and resolution process.
- Information about the expected timeframe for resolution, along with possible extensions and the circumstances under which they may occur.

3.3 Investigation and Outcome

Each Complaint is investigated carefully and impartially. The investigation process may involve:

- Reviewing relevant account records, transaction logs, system data, and communication history.
- Coordinating with internal teams, such as Customer Support, Compliance, and Technical Operations, to obtain a full understanding of the issue.
- Requesting additional information or evidence from the Player when needed to facilitate a fair resolution.

Once the investigation is complete, the designated Complaint Handler ensures that the findings are communicated clearly and transparently. The Player will receive:

- A detailed written explanation of the decision, including supporting evidence where applicable.
- Clear guidance on how to escalate the matter to an independent Alternative Dispute Resolution (ADR) provider if they are not satisfied with the outcome.
- Contact details for the ADR provider(s) engaged by Iridium Group N.V.

3.4 Use of Artificial Intelligence in Complaint Handling

Iridium Group N.V. may utilize artificial intelligence tools to assist with certain aspects of Complaint management, such as organizing cases or identifying patterns. However, human oversight is required in particular situations, including:

- Complaints involving Responsible Gaming issues.
- Complaints of a complex nature or those that involve sensitive personal or financial information.

Any decision or recommendation generated with AI assistance is subject to a thorough review to ensure the outcome is fair, accurate, and compliant with applicable regulations while safeguarding Player rights.

4. Independent Dispute Resolution Services

4.1 Access to ADR Services

If a Player remains dissatisfied after completing the internal complaints process with Iridium Group N.V., they have the right to escalate the matter to an independent Alternative Dispute Resolution (ADR) provider. These ADR services are made available to Players at no charge. All costs associated with the ADR process are fully covered by Iridium Group N.V. in line with its licensing and regulatory responsibilities.

4.2 Finality of ADR Decisions

Once the ADR process is completed and a determination has been issued by the appointed ADR provider, neither the Player nor Iridium Group N.V. may reopen the same case with another ADR entity. However, Players retain the right to pursue additional legal remedies through the courts or other appropriate legal avenues where the ADR outcome is not binding under applicable private law.

4.3 Safeguards Against Misuse of ADR

To maintain the integrity and proper use of ADR services, Iridium Group N.V. may consult with its legal advisors to implement reasonable guidelines for referrals. These may include setting minimum claim thresholds or other criteria designed to prevent the abuse of ADR procedures. Any such measures must remain fair, proportionate, and compliant with relevant civil legislation, and are subject to review and oversight by the Curaçao Gaming Authority.

5. Documentation and Reporting Requirements

5.1 Record Maintenance

Iridium Group N.V. acknowledges its responsibility under Curaçao's regulatory framework to maintain complete, accurate, and securely stored records of all Complaints submitted by Players. These records are vital for ensuring transparency, accountability, and compliance with regulatory oversight. The records maintained by the company include, but are not limited to:

- Copies of all Complaint Submission Forms received, whether filed electronically or in physical format.
- All communications exchanged between the Player and the company's representatives during the complaint resolution process.
- Internal investigation reports and any supporting documentation, such as account activity logs, transaction histories, and technical assessments where

relevant.

- Records of referrals or escalations to an Alternative Dispute Resolution (ADR) provider and any legal proceedings initiated by either party.

These records are retained for a minimum period of five years from the date of final resolution of the Complaint, unless a shorter retention period is required under applicable data protection laws, statutes of limitation, or other relevant legal provisions. The company's data retention practices are fully aligned with Curaçao's regulatory requirements and applicable privacy legislation.

5.2 Reporting to Regulatory Authorities

In addition to maintaining internal records, Iridium Group N.V. is required to submit detailed biannual reports to the Curaçao Gaming Authority (CGA). These reports, which are due on January 15th and June 15th each year, include all Complaints received during the previous reporting period and contain the following information:

- The total number of Complaints lodged by Players during the reporting period.
- A breakdown of resolved Complaints, specifying those resolved in favor of the Player and those rejected.
- The number of Complaints still pending or unresolved at the end of the reporting period.
- Categorization of Complaints by type, such as technical failures, payment-related issues, or Responsible Gaming concerns.
- The number of Complaints escalated to ADR and the outcomes of those referrals.
- Information on cases where Players have initiated legal proceedings against the company.

The CGA reserves the right to request access to Complaint records at any time as part of its supervisory role. Iridium Group N.V. will fully cooperate with such requests and ensure that all required information is provided promptly and in the format specified by the regulator.

6. Integration with Terms and Conditions

This Complaints Policy is an essential component of the Terms and Conditions of Iridium Group N.V. and is presented to Players in a way that ensures it is clear, prominent, and easily accessible.

To support this, Iridium Group N.V. has implemented the following measures:

- The complete Complaints Policy is published as a standalone document and can be accessed through a clearly visible link on the company's homepage, registration page, and within the Player account dashboard.
- A summary of the complaints procedure is included in the Terms and Conditions, with direct links allowing Players to access the full Policy text.
- During the registration process, Players are required to confirm their understanding and acceptance of the Complaints Policy. This confirmation is obtained through mechanisms such as a mandatory checkbox or a pop-up window, ensuring informed consent prior to account activation.

Additionally, the Terms and Conditions provide:

- A detailed explanation of the complaint submission process, including applicable timelines for acknowledgment and resolution.
- Information on the Player's right to escalate unresolved Complaints to an independent Alternative Dispute Resolution (ADR) provider and to seek further legal remedies where permitted by law.
- A clarification that the Curaçao Gaming Authority (CGA) does not intervene in individual disputes but may be contacted by Players regarding issues of regulatory non-compliance or licensing breaches by the operator.

7. Grounds for Submitting a Complaint

Players of Iridium Group N.V. are entitled to raise a Complaint regarding any aspect of their use of the company's gaming and betting services. While not exhaustive, the following examples illustrate typical issues that may form the basis of a Complaint:

- Deposit-related issues such as delays, failure to process deposits, or errors in crediting funds to Player accounts.
- Withdrawal disputes, including delays, denials, or partial processing of withdrawal requests.

- Concerns about the fairness, clarity, or application of promotional offers, bonuses, and their associated terms and conditions.
- Claims of unjustified account suspensions, closures, or restrictions that limit access to account functions.
- Reports of perceived unfairness in game outcomes, software malfunctions, or errors affecting gameplay.
- Responsible Gaming matters, including alleged failures to implement self-exclusion, cooling-off periods, or other protective measures.
- Issues arising during Know Your Customer (KYC) or verification procedures, such as delays or repeated requests for information.
- Data protection and privacy concerns relating to the collection, processing, or security of personal information.
- Technical malfunctions or software issues that prevent Players from accessing or using the gaming platform effectively.
- Allegations of fraudulent activity, whether involving third parties or the operator itself.
- Reports that individuals under the legal age for gambling have accessed the company's services.
- Complaints about possible breaches of licensing requirements or failures to comply with Curaçao's regulatory framework.

Players are encouraged to provide comprehensive details and any supporting documentation when submitting a Complaint to assist Iridium Group N.V. in conducting a prompt and thorough investigation.

8. Applicable Law and Jurisdiction

This Complaints Policy is governed by and shall be interpreted in accordance with the laws of Curaçao. Any legal disputes arising from or in connection with this Policy, which cannot be resolved through the internal complaints process or Alternative Dispute Resolution (ADR), will fall under the exclusive jurisdiction of the competent courts of Curaçao. This does not affect the rights of Players to pursue legal action in their country of residence where such rights are provided under applicable local laws.

9. Defined Terms

For the purposes of this Player Complaints Policy, the following definitions apply:

Player

A Player refers to any individual who has successfully registered an account with Iridium Group N.V., completed all necessary identity verification and customer due diligence procedures in compliance with regulatory standards, and participated in one or more gaming or betting activities offered on the company's licensed platform.

Complaint

A Complaint means any written communication submitted by a Player that expresses dissatisfaction with any aspect of Iridium Group N.V.'s services, decisions, operations, or contractual terms, and in which the Player seeks a response, clarification, or corrective action from the company.

Dispute

A Dispute arises when a Complaint has not been resolved to the Player's satisfaction through the company's internal complaint resolution process and has been escalated to an independent Alternative Dispute Resolution (ADR) provider or, where applicable, to a competent court of law.

Alternative Dispute Resolution (ADR)

Alternative Dispute Resolution (ADR) is the process conducted by an independent and CGA-certified entity to impartially review and determine Complaints that remain unresolved between Players and Iridium Group N.V. ADR services are provided to Players free of charge, with all associated costs covered by the company.

Responsible Gaming Complaint

A Responsible Gaming Complaint refers to any concern raised by a Player regarding the company's implementation, enforcement, or adequacy of responsible gambling measures. This includes failures to promptly activate self-exclusion or cooling-off requests, or any perceived shortcomings in safeguarding vulnerable players under the company's Responsible Gaming Policy.

Technical Issue

A Technical Issue includes any malfunction, error, or disruption in the software, hardware, or systems operated by Iridium Group N.V. that impairs a Player's ability to access or participate in gaming activities on desktop, mobile, or other supported platforms.

Fraudulent Activity

Fraudulent Activity encompasses any act, omission, or scheme intended to mislead, defraud, or gain an unfair advantage within the gaming services. Examples include unauthorized account access, use of automated tools or bots, exploitation of bonus offers, or submission of falsified documents for identity verification.

Complaint Handler

The Complaint Handler means the appointed personnel or team within Iridium Group N.V. responsible for receiving, investigating, and resolving Player Complaints. These individuals are trained in relevant regulatory requirements and are expected to act with impartiality, fairness, and professionalism throughout the complaint resolution process.

10. Contact Information

Players who wish to submit a Complaint or request additional information may contact Iridium Group N.V. through the following channels:

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