

Player Complaints Policy

Effective Date: 1 August 2025

Version: 1.1

1. Purpose and Scope

1.1 This Player Complaints Policy (“**Complaints Policy**”) has been drafted for the purpose of delivering a clear, transparent and fair complaint handling process for our players and it aligns with and adheres to the Curacao Gaming Authority’s (“**CGA**”) published ‘Player Complaints Guidelines’ dated 18 June 2025 which in turn is pursuant to Article 5.3 of the National Ordinance on Games of Chance,

1.2 As part of our commitment to our players, this Complaints Policy establishes a clear, transparent, and fair complaint-handling process for players which aims at addressing and dealing with most if not all gambling related complaints including but not limited to disputes relating to game play, technical issues, payment queries as well as quality of service.

1.3 This Complaints Policy forms part of and is incorporated, by reference, into the [INSERT BRAND] Terms and Conditions. By agreeing to our Terms and Conditions, you also agree to be subject to and bound by it together with all policies that are referenced therein.

2. Definitions

2.1 The following definitions shall apply with respect to this Complaints Policy:

2.1.1 **ADR Provider:** an external body, appointed by the CGA, which handles a Formal Complaint:

2.1.2 **Complaint:** Any expression of dissatisfaction by a player (via chat, email, phone, social media, or forms) regarding operations

2.1.3 **Complainant** a player making a Complaint;

2.1.4 **Complaint Form:** the required document that a player must use in order to submit a Formal Complaint, an example of which can be found [here](#).

2.1.5 **Formal Complaint;** a written complaint written and/or brought by a player with a registered account on [\[xxx\]](#) which seeks a resolution from the company on a matter concerning a decision, terms, conduct, service of [\[xxx\]](#) and must be made using a Complaint Form.

3. How to Make a Complaint

3.1 Players can lodge Complaints with us on or for any of the specified grounds for a complaint, as set out in Clause 6, via the following channels:

- (a) Live chat (available 24/7); or
- (b) Email to support@[xxx.com]; or
- (c) Online complaint form which can be accessed [here](#) or requested from SUPPORT@[xxx.com].

3.2 Upon receipt of a Complaint Form, we will acknowledge receipt within 24 hours, stating the reference number for the Complaint and the expected time frame it will take for us to respond and/or resolve the issue.

3.3 Your Complaint must be submitted, within 6 months from the date of the incident giving rise to the Complaint.

4. Complaint Handling Procedure

4.1 Internal Resolution (Initial Stage)

4.1.1 Only registered players are permitted to submit a Complaint which will then be investigated and resolved by one of our agents. In order to raise a Complaint, you must first engage with a member of our Customer Support team. Any claims received from a third party, other than the registered name and address of the account holder, will not be investigated.

4.1.2 We will strive to resolve any and all Complaints within 14 (fourteen) calendar days from the date of acknowledgement from us, that your Complaint has been received.

4.1.3 Where a Complaint has been resolved by us and you are dissatisfied with the resolution, you may raise a Formal Complaint subject to the following conditions:

- (a) All Formal Complaints must be made using the Complaint Form or request one from one of our Support Team via Support@[xxx.com].
- (b) Each Complaint received will be investigated by one of our agents.

4.1.4 The Formal Complaint must contain the following required information otherwise we will not be in a position to review and resolve the matter:

- (a) Your full name, email address, as well as the details of your place of residence - all of which must correspond with our record of you on file. If the information we have for you on file does not correspond with the personal information you

submit as part of your Complaint, this may result in delays and/or a rejection of your Complaint;

(b) The specifics of your Complaint in English with a subject heading selected from the list of complaint categories that are contained in the Complaint Form;

(c) The Formal Complaint must be set out in chronological order, starting with:

(i) the date on which the incident occurred together with the events that occurred; and

(ii) the subsequent dates of any correspondence with or response from us to you concerning the Complaint.

You must also provide any supporting documentation to support your Formal Complaint which must be in the required format (i.e PDF/JPEG) and no larger than 5MB in total file size.

(d) The Formal Complaint must be submitted to Support@xxx.com.

4.1.5 We will resolve Formal Complaints within 14 (fourteen) days from receipt of the Formal Complaint together with any and all required documentation. Where necessary, we may extend the time to provide you with a further response, provided that the total time to deal with your complaint shall not exceed 30 (thirty) days in total, from the date we have received all required information and/or documentation from you regarding the Formal Complaint.

4.1.6 Any decision made by us with regards to your Complaint and/or Formal Complaint, unless as otherwise stated hereunder, shall be final.

4.1.7 All decisions made by us, relating to a Complaint, shall be in writing and shall include a reasoned explanation as to the outcome of your Complaint including the reasons for rejecting - the Complaint (if applicable).

4.1.8 We may use artificial intelligence in some capacity to assist us with the management of Complaints, save that: (i) any Complaint that concerns responsible gaming issues; and (ii) More advanced or difficult Complaints, will always be resolved and dealt with by a human member of staff.

4.2 Referral to ADR - external resolution (advanced stage)

4.2.1 If your Formal Complaint exceeds an amount equal to €20,000 (twenty thousand Euros) and we do not find in your favour with regards to your Formal Complaint, you have the choice to refer the matter to an alternative dispute resolution process, the cost of which we shall bear. Please note that Formal Complaints that concern self-exclusion shall not require a monetary value in order to be accepted and/or referred to an ADR provider.

4.2.2 You may only refer the matter to an ADR provider that we have an agreement or engagement with so that they may look into your Complaint. If you engage any other ADR provider whom we have no agreement with, we will not be responsible for that ADR provider's costs.

4.2.3 Any decision made by the ADR provider, in relation to your Formal Complaint, shall be final.

4.2.4 We will enter into an agreement with an approved and certified ADR provider as designated by the CGA and the list of any such designated ADR providers whom you may use shall be available on our website and/or that of the CGA.

5. Complaint Recording and Reporting

5.1 We will maintain a log of all Complaints received in our register of Complaints ("**Complaints Register**") and submit, twice a year, details from the Complaints Register to the CGA which shall detail:

5.1.1 the total number of Formal Complaints received;

5.1.2 the number of Complaints upheld or rejected;

5.1.3 The different categories which the Complaints fall under;

5.1.4 the number of Formal Complaints which are escalated to an ADR process; and

5.1.5 any other relevant details pertaining to the Complaints Register.

5.2 The retention of records relating to the Complaints Register shall be in accordance with applicable privacy legislation but shall not exceed a maximum period of 5 (five) years.

6. Standard categories for Complaints

6.1 The following subject headings may be used with respect to a Complaint to be submitted:

- Problem with Deposits
- Problem with withdrawals
- Problem with Bonus Terms and Conditions
- Issue with Account closure or restriction
- Responsible Gaming Issue
- Data Privacy Issue
- Player balance issue
- KYC query
- AML query
- Problem with games (technical or error related)
- Query with Site Terms and Conditions.

7. Contact information

For Complaints or enquiries, you can contact Support@xxx.com.

Njord Ventures B.V.
Korporaalweg 10
Willemstad
Curacao

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