

Code Harbor N.V.

Player Complaints Policy

Approving Official(s):	Yevhen Dyba	Signature: 	Date: 30.04.2026
Responsible Office	Compliance Department		
Effective Date	30.04.2026		
Next Review Date:	29.04.2027		

Table of Content

1. Policy Statement.....	3
2. Purpose.....	3
3. Scope and Applicability.....	3
4. Definitions and Framework.....	3
5. Complaint Submission Process.....	4
5.1 Timeframe.....	4
5.2 Eligibility.....	4
5.3 Submission Channels.....	4
6. Complaint Resolution Process.....	5
6.1 Responsible Gaming Complaints.....	5
6.2 Other Complaints.....	5
6.3 Final Determination.....	5
All complaints receive a written final response that includes:.....	5
6.4 Use of Artificial Intelligence.....	5
7. Alternative Dispute Resolution (ADR).....	5
7.1 ADR Access.....	5
7.2 ADR Conditions.....	6
7.3 ADR Limitations.....	6
8. Record-Keeping and Reporting.....	6
9. Player Rights.....	6
10. CGA Role.....	7
11. Policy Availability.....	7
12. Commitment to Fairness.....	7
13. Policy History.....	8

1. Policy Statement

This Player Complaints Policy outlines the procedures and standards adopted by Code Harbor N.V. (the Operator) to ensure the fair, transparent, and efficient resolution of player complaints. This policy is implemented in accordance with Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, "LOK") and the Curacao Gaming Authority (CGA) Player Complaints Policy Guidelines Version 1.1 (18 June 2025).

Our objective is to ensure that all players have access to a clearly defined and legally compliant process to address grievances and disputes, including the right to free Alternative Dispute Resolution (ADR). We treat every complaint seriously and commit to resolving them in a timely, respectful, and lawful manner.

2. Purpose

The purpose of this Policy is to establish a clear, fair, and transparent framework for the receipt, assessment, investigation, resolution, and recording of customer complaints. The Policy aims to ensure that all complaints are handled promptly, consistently, and professionally, while protecting customer interests and maintaining compliance with applicable regulatory requirements, licence conditions, and industry best practices. It also supports the identification of recurring issues, implementation of corrective actions, and continuous improvement of the Company's products, services, and customer experience.

3. Scope and Applicability

This Policy applies to all employees, officers, contractors, agents, and service providers acting on behalf of Code Harbor N.V. who may receive, manage, investigate, escalate, or resolve customer complaints. Compliance with this Policy is mandatory for all persons performing activities for or on behalf of Code Harbor N.V.

4. Definitions and Framework

For the purpose of this policy, the following definitions apply:

Player Interaction: Any written communication initiated by a player directed to the operator's support team.

Complaint: A written expression of dissatisfaction by a registered player regarding services, decisions, or actions taken by the operator.

Dispute: A complaint that has not been resolved internally and has been escalated to an independent third party such as an ADR provider or a legal authority.

5. Complaint Submission Process

5.1 Timeframe

Complaints must be submitted within six (6) months from the date of the incident or event in question. In P2P or ante-post betting, the timeframe begins at the conclusion of the event. In-running (live) betting complaints should be submitted as soon as possible due to the transient nature of data.

5.2 Eligibility

Only the registered account holder may file a complaint. Claims may not be transferred, pledged, or assigned.

5.3 Submission Channels

- **Step 1: Contact Customer Support** via email (support@wildwinz.com) or live chat.
- **Step 2: Submit Formal Complaint** using the online form or downloadable Complaint Submission Form (available in English and other supported languages).

Required Information:

- Full name, address, and country of residence
- Account ID or username
- Date of complaint and disputed event
- Category and detailed description of complaint
- Supporting documentation

Categories: including, but not limited to, deposit issues, withdrawal issues, bonus terms, account restrictions, game errors, responsible gaming, KYC, AML, privacy/data protection, technical errors, minors, fraudulent activity, regulatory breaches, unfair terms, and others.

6. Complaint Resolution Process

6.1 Responsible Gaming Complaints

- Acknowledgment within 2 business days
- Resolution within 5 business days
- Max extension: 2 additional weeks with notice
- Extended only for delay due to player non-response

6.2 Other Complaints

- Acknowledgment within 7 calendar days
- Resolution within 4 weeks
- Extension: One additional 4-week period, with written notice

6.3 Final Determination

All complaints receive a written final response that includes:

- Reasoned decision
- Summary of findings
- Evidence or relevant procedures
- Instructions for ADR if unsatisfied

6.4 Use of Artificial Intelligence

Use of Artificial Intelligence. Where the Company uses AI tools in complaint handling: (i) once a complaint has been identified as relating to Responsible Gaming, all communications with the player are conducted by a trained human, not by AI; (ii) complaints that can reasonably be considered complex are handled by a human, not by AI; and (iii) AI outputs are monitored to ensure that recommendations and resolutions are reasonable and consistent across players with like-for-like complaints.

7. Alternative Dispute Resolution (ADR)

7.1 ADR Access

If a complaint remains unresolved, players may escalate to a CGA-approved ADR provider free of charge.

Should you feel that your complaint has not been resolved to your satisfaction, you may escalate the matter to EGIS, our certified independent Alternative Dispute Resolution provider. EGIS operates free of charge to players regardless of the outcome of the

proceedings. Any decision reached by EGIS shall be binding on the Operator. Referral to EGIS does not limit or affect your right to pursue legal remedies through any court of competent jurisdiction. You may contact EGIS at disputes@egis-adr.com.

The Company maintains an agreement, uploaded to the CGA Portal, with at least one ADR entity that is certified by the CGA and published on the CGA's official list of Certified ADR providers. Where more than one certified ADR entity is offered, only the player may choose which one to engage. The ADR process is free to the player, with all costs borne by the Company, and is expected to be completed within 90 days of referral. The ADR outcome is binding on the Company. Referral to ADR does not limit the player's right to pursue legal remedies before a competent court of Curaçao.

7.2 ADR Conditions

- No re-submission to another ADR once resolved
- Withdrawal from ADR forfeits reopening rights
- ADR decisions are binding within the scope of the dispute

7.3 ADR Limitations

Players may escalate a complaint to ADR only after completing the internal complaint procedure - that is, after having first contacted customer support (via email or live chat) and having submitted a formal Complaint Submission Form as described in Section 5. ADR escalation is not available as a first step.

To prevent abuse of the ADR process, the Company may apply the following parameters, in accordance with CGA guidance and applicable civil law:

- Requiring the player to complete the internal complaint procedure before initiating ADR.
- Declining to refer to complaints that are manifestly frivolous, abusive, or made in bad faith. The determination of whether a complaint meets this threshold rests with the certified ADR provider, not with the Company.

8. Record-Keeping and Reporting

- Complaint records retained for five (5) years
- Biannual reporting is made to CGA (January 15 and June 15):
 - o Number and type of complaints
 - o Resolved, pending, rejected
 - o ADR referrals and legal actions

9. Player Rights

Players may complain about any aspect of their gaming experience, including:

- Financial transactions (deposits/withdrawals)
- Bonuses and terms
- Account issues
- Responsible gaming failures
- KYC/AML processing
- Privacy and technical matters
- Regulatory concerns or misconduct

10. CGA Role

CGA generally does not act as a first-instance dispute resolution body but may:

- Investigate systemic breaches
- Respond to license violations or misconduct
- Receive whistleblower reports

Players may contact the CGA at: <https://www.gamingcontrolcuracao.org/contact>

The CGA does not mediate in or make decisions on individual player complaints regarding gambling-related transactions, and the decisions made by the Company and/or the ADR provider are not, unless deemed to have been inadequately handled, subject to review or overturning by the CGA. Notwithstanding this, the Company does not restrict, and will not restrict, the player's ability to contact the CGA directly with regard to matters including but not limited to malpractice, breach of licence conditions, or whistleblowing.

11. Policy Availability

This policy is available:

- On our website as a standalone page
- Linked in the Terms and Conditions
- In English and other supported languages

12. Commitment to Fairness

Code Harbor N.V. is committed to:

- Fair and timely complaint handling
- Respectful and impartial treatment of all players
- Ensuring transparency and legal compliance

For assistance, contact:

- Customer Support: support@wildwinz.com
- Complaints Office: compliance@wildwinz.com

13. Policy History

Version: 1.2

Previous policy date: 25.07.2025

Version 1.2 - Policy adapted to reflect ADR requirements and alignment with CGA Recommendations.