

PLAYER COMPLAINTS POLICY

Rapture B.V., a Company with registered address at
Kaya Richard J. Beaujon Z/N Landhuis Joonchi II Curacao,
registration number 156074, domain name: pldm.best
(hereinafter referred to as “**Company**”)

**Gouloud Mercedes
Hammoud** obo Guardian
Corporation Curacao B.V.,
the Statutory Director

CONTENTS

1.	GENERAL PROVISIONS AND POLICY STATEMENT	4
2.	DEFINITIONS AND ABBREVIATIONS	4
3.	SUBMITTING A COMPLAINT	4
4.	COMPLAINT RESOLUTION.....	5
5.	ALTERNATIVE DISPUTE RESOLUTION.....	5
6.	AUTHORITY ESCALATION.....	6
7.	CONTACT POINTS	6
8.	RECORD KEEPING.....	6
9.	REGULATORY REPORTING.....	6
710.	INFORMATION IN OUR TERMS AND CONDITIONS	7
10.	REASONS FOR COMPLAINT	7
12.	CONTACT INFORMATION	8
13.	POLICY HISTORY	8

KEY INFORMATION

Approving Official(s):	Gouloud Mercedes Hammoud obo Guardian Corporation Curacao B.V., the Statutory Director
Responsible Office:	Gouloud Mercedes Hammoud obo Guardian Corporation Curacao B.V., the Statutory Director
Effective Date:	17.06.2025
Next Review Date:	17.06.2026

1. GENERAL PROVISIONS AND POLICY STATEMENT

- 1.1. This Player Complaints Policy establishes the procedures for handling Player (Customer) complaints and disputes in a manner that is transparent, fair, and efficient. It is designed to meet the requirements set forth in Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, LOK).
- 1.2. Conditions of this Player Complaints Policy are interpreted in accordance with the laws of Curacao, failure to comply will be addressed by the Curacao Gaming Authority (CGA) in accordance with its monitoring and enforcement procedures.
- 1.3. This Player Complaints Policy ensures that Players (Customers) have access to a clear and efficient dispute resolution process. It includes free alternative dispute resolution (ADR) services that are independent, impartial, and committed to maintaining high quality standards.
- 1.4. Pursuant to Article 5.3 of the LOK, additional rules, policies, and guidelines related to complaint handling and ADR procedures may be issued. Responsibility for implementing and overseeing this Complaints Policy rests with the designated Compliance Officer, such as the Money Laundering Reporting Officer (MLRO) or Managing Director.

2. DEFINITIONS AND ABBREVIATIONS

- 2.1. **ADR** – Alternative Dispute Resolution.
- 2.2. **Company** – refers to Rapture B.V., a legally registered entity under the laws of Curaçao (registration no. 156074), located at Kaya Richard J. Beaujon Z/N Landhuis Joonchi II, Curaçao.
- 2.3. **GCB** – Gaming Control Board of Curacao.
- 2.4. **CGA** – Curacao Gaming Authority.
- 2.5. **XCG** – Caribbean Guilder, the currency of Curaçao.
- 2.6. **Gambling or Gambling Game** — refers to any online game made available on the Website in which a Player competes for a Prize. This includes: (i) games that incorporate both elements of chance and skill; (ii) games where chance can be overcome through exceptional skill; and (iii) games that are presented as involving an element of chance, regardless of whether they actually do—excluding sports.
- 2.7. **Customer** —refers to any individual who accesses or navigates the Website, reviews its terms, this Policy, and related documents, and expresses the intention to register on the Website in order to engage in Gambling and obtain Player status.
- 2.8. **Third Parties** — any individuals and/or legal entities other than the User and/or the Player, in particular, but not exclusively: family members, spouses, friends, partners, counterparties, creditors, service providers, agents, etc.
- 2.9. **Website** — the official websites of the Company, on which Customer may play the Gambling Games.
- 2.10. In this Policy singular include the plural, and the plural include singular in cases of a need for interpretation.

PROCEDURE FOR COMPLAINTS

3. SUBMITTING A COMPLAINT

- 3.1. Players may submit a complaint free of charge within six (6) months of the incident arising from their participation in a game of chance (“Game”). For peer-to-peer (P2P) activities such as poker (where applicable) or ante post fixed odds betting, the six-month period begins from the conclusion or resolution of the specific event, rather than from the time the wager was placed.

- 3.2. Complaints must be submitted using the prescribed format, either through an online complaint form or by completing a downloadable template (available in Word or PDF format) which can be submitted via email. These resources are prominently accessible on our Website and are also referenced in the Terms and Conditions.
- 3.3. The form must include:
 - 3.3.1. Complainant's name, address, and place of residence.
 - 3.3.2. Complainant's account number (if applicable).
 - 3.3.3. Date of the complaint.
 - 3.3.4. Description of the conduct being disputed (using pre-determined category topics if applicable).
 - 3.3.5. Language options: English or language of our target market.
 - 3.3.6. Any supporting documentation the Player requires to include as part of the complaint.

4. COMPLAINT RESOLUTION

- 4.1. Complaints concerning responsible gaming will receive priority treatment due to their potential impact on Player well-being. Our Company will follow the Responsible Gaming Policy as issued by the Curacao Gaming Authority (CGA), and any complaint falling within the scope of that policy will be addressed under this provision. We will make every reasonable effort to resolve such cases within five (5) business days. If additional time is required, Players will be notified of the delay, which shall not exceed two (2) weeks.
- 4.2. Regarding any other Complaint, within one week of receiving a complaint, our Company will:
 - 4.2.1. Confirm receipt of the complaint in writing via email or preferred communication method.
 - 4.2.2. Provide an explanation of how the complaint will be processed
 - 4.2.3. Expected timeline for resolution.
- 4.3. Our Company will review and respond to complaints within a period of four weeks. If additional time is required due to the complexity of the issue or insufficient information, this timeframe may be extended once for up to another four weeks, provided that the complainant is given prior written notice.
- 4.4. A Player will always receive a final determination of their complaint in writing. The response will be either:
 - 4.4.1. A reasoned final assessment of the outcome/resolution of the complaint with supporting evidence if necessary or applicable.
 - 4.4.2. Detailed reasons for not handling the complaint. If additional information is reasonably required to address the complaint fully, our Company may request this information within the initial four week time period. Should the complainant not provide the necessary information within that time period, our Company may reject the complaint.

5. ALTERNATIVE DISPUTE RESOLUTION

- 5.1. To meet the licensing obligations under the National Ordinance on Games of Chance (LOK), the Company provides its players with access to independent Alternative Dispute Resolution (ADR) services. If a complaint cannot be resolved through our internal resolution process, players have the right to escalate the matter to an independent ADR provider, free of charge. All costs associated with the ADR procedure are fully borne by the Company.
- 5.2. Contact information for the designated ADR provider is included in all official communications related to complaints and is also available in the Terms and Conditions section of the pldm.best website.
- 5.3. ADR decisions are not legally binding unless both the Customer and the Company have expressly agreed to be bound by the outcome. Players retain the right to pursue further legal or judicial remedies, irrespective of the

ADR outcome. Participation in ADR does not preclude the initiation of court proceedings unless mutually agreed otherwise. For detailed information on the ADR process, please consult our dedicated *Alternative Dispute Resolution (ADR) Policy*.

- 5.4. ADR is not mandatory for the Player as part of the escalation process, but it is at the discretion of our Company as to whether or not make it mandatory for the Player.

6. AUTHORITY ESCALATION

- 6.1. If the Player is not satisfied with the resolution provided by the Company and believe there has been a breach of regulatory requirements, the Player may report the issue to the Curacao Gaming Control Board using the Online Form available on the CGA website. Please note that the CGA does not resolve or adjudicate disputes related to individual gambling transactions, it should only be contacted by players when they believe an Operator is in breach of their license.

7. CONTACT POINTS

- 7.1. Players may submit complaints via one or more of the following:
- 7.1.1. support@pldm.best
- 7.1.2. Online form on our Website.

8. RECORD KEEPING

- 8.1. Our Company maintains a comprehensive log of all player complaints, categorized as follows:
- a. Complaints resolved internally, whether upheld or rejected
 - b. Complaints that remain unresolved
 - c. Complaints escalated to Alternative Dispute Resolution (ADR)
 - d. Complaints escalated to legal proceedings
- 8.2. All complaint records are securely stored for a minimum period of five years. This includes complete documentation of unresolved cases and any matters escalated to ADR or legal action.

9. REGULATORY REPORTING

- 9.1. Our Company submits detailed biannual reports to the Curacao Gaming Authority (CGA) on January 15 and June 15 each year. These reports include:
- The total number of complaints received
 - The total number of complaints closed (both settled and rejected)
 - The number of complaints that remain pending or unresolved
 - A breakdown of complaints by category
 - The number of complaints referred to ADR and the outcomes of those cases
 - The number and details of complaints that resulted in legal action initiated by players
- 9.2. The Company ensures full transparency and adherence to Alternative Dispute Resolution (ADR) outcomes and applicable regulatory developments. The Curaçao Gaming Authority (CGA) reserves the right to request access

to records of all received complaints and any unresolved disputes at any time.

10. INFORMATION IN OUR TERMS AND CONDITIONS

- 10.1. The Complaints Procedure Statement will be prominently displayed and easily accessible on our Website, either as a standalone link or downloadable document. It will also be comprehensively detailed within our Terms and Conditions. At a minimum, the statement will include the following information:
 - 10.1.1. Direct links to Customer Support and clear instructions on how to contact our Company.
 - 10.1.2. Detail of information required for a Player to make a complaint and links to either/both either
 - 10.1.3. An online submission form and/or a downloadable complaint template (PDF or Word format).
 - 10.1.4. Clear timelines for complaint acknowledgment, response, and resolution.
 - 10.1.5. A description of the Player's rights to submit a complaint, including the right to refer the matter to an independent ADR service and escalate it to a regulatory body, where applicable.
 - 10.1.6. An explanation of the implications of the ADR provider's decision and how it may affect the Player's ability to pursue further legal or judicial remedies.
 - 10.1.7. A summary of the ADR process and an outline of the Player's rights throughout the procedure.
 - 10.1.8. Contact information for the ADR provider(s).
 - 10.1.9. A clear notice that CGA does not mediate individual disputes, but Players may report potential regulatory breaches by the Company directly to the CGA.

11. REASONS FOR COMPLAINT

- 11.1. Players have the right to file a complaint concerning any aspect of their relationship with our Company or any incident arising from their participation in a game of chance. This includes, but is not limited to, the following:
 - 11.1.1. Deposit issues;
 - 11.1.2. Withdrawal issues;
 - 11.1.3. Bonus terms and conditions;
 - 11.1.4. Account closures or restrictions;
 - 11.1.5. Alleged errors or unfairness in game outcomes;
 - 11.1.6. Responsible gaming issues;
 - 11.1.7. Treatment of Player balances;
 - 11.1.8. KYC and Verification;
 - 11.1.9. Data Protection;
 - 11.1.10. Technical or Software issues;
 - 11.1.11. AML concerns;
 - 11.1.12. Issues with minors;
 - 11.1.13. Fraudulent games;
 - 11.1.14. Fraudulent practices;
 - 11.1.15. License or regulation.

12. CONTACT INFORMATION

- 12.1. For any questions regarding this policy, please contact: support@pldm.best or send a mail on the address: Kaya Richard J. Beaujon Z/N Landhuis Joonchi II, Willemstad, P.O. Box 6248, Curacao.

13. POLICY HISTORY

June 17, 2025	Player Complaints Policy update (Annual update)
December 01, 2024	Player Complaints Policy update (legal changes)
June 12, 2024	Player Complaints Policy update (legal changes)
May 28, 2024	Player Complaints update (Annual update)
December 12, 2023	Player Complaints Policy update (legal changes)
May 20, 2023	Player Complaints update (Annual update)
May 24, 2022	Initial Player Complaints Gaming Policy