

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: zaza.com
(hereinafter referred to as “**Company**”)

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

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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 outlines the procedures for handling Player (Customer) complaints and disputes in a transparent, fair, and efficient manner. It is established in compliance with Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, LOK).

1.2. The provisions of this Policy shall be interpreted in accordance with the laws of Curaçao. Any failure to comply with these provisions may be subject to action by the Curaçao Gaming Authority (CGA) under its established oversight and enforcement framework.

1.3. This Policy ensures that all Players have access to a straightforward and effective dispute resolution process. It includes free access to independent and impartial Alternative Dispute Resolution (ADR) services that meet recognized quality standards.

1.4. In accordance with Article 5.3 of the LOK, the CGA may introduce additional rules, policies, or guidance concerning complaint handling and ADR procedures. The designated Compliance Officer—such as the Money Laundering Reporting Officer (MLRO) or Managing Director—is responsible for the implementation and supervision of this Complaints Policy.

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.

3. PLAYER COMMUNICATION AND COMPLAINT GUIDELINES

3.1. Feel free to contact Rapture B.V. anytime in all convenient ways. You can share your opinion and experience about the quality of any games, apply for additional information and give us any complaints or dissatisfied feedbacks within six months of the incident related to your participation in a game of chance or in the case of P2P (such as poker) the six months clock begins after the resolution of the specific event rather than the placement of the wager. . The opinion, as well as the claim of every client (player), is very important for us, as you directly participate in problem-solving and improvement of our services.

3.2. Rapture B.V. is to acknowledge that a complaint can be initiated and processed by the account holder only (meaning a real existing player). It is forbidden to assign, or any other way transfer your complaint to a third party. We will reject the complaint if the matter is handed over to be conducted by the third party and not the real player (account owner).

3.3. You can send a complaint directly to the e-mail address of our customer care department at support@zaza.group. If your query is related to finance, please contact payments@zaza.com and specify the issue. We will check any doubtful or disputed transactions. If there are discrepancies between the information on your computer and the balance on our server, the balance available on the Company's server is considered as the balance on your account, and this decision shall be final and binding.

4. REQUIRED INFORMATION FOR FILING A COMPLAINT

4.1. Your complaint must include your name, address, and place of residence, date of the complaint, description of the conduct being disputed and any supporting documentation you requires to include as part of the complaint. We kindly ask you to use the template of the complaint.

5. REASONS FOR COMPLAINT

5.1. A complaint might be made regarding any part of your relationship with Rapture B.V. or any incident related to your participation in a game of chance. This includes (but is not limited to):

- Deposit issues
- Withdrawal issues
- Bonus terms and conditions
- Account closures or restrictions
- Alleged errors or unfairness in game outcomes
- Responsible gaming issues
- Treatment of player
- KYC and Verification
- Data Protection
- Technical or Software issues
- AML concerns
- Issues with minors
- Fraudulent games
- Fraudulent practices
- License or regulation

6. RESPONSE AND RESOLUTION TIMEFRAME

6.1. As soon as you send the complaint to the Company, we shall within one week of receiving a complaint:

6.2. Within one week of receiving of a complaint, the Company will confirm the receipt of the complaint in writing via email, providing you with an explanation of how the complaint will be processed and expected timeline for resolution.

6.3. The complaint review period should not exceed 4 weeks, however, if the request requires additional checks or requests to third parties, the Company may extend the consideration period for another 4 weeks and notify the player about it. At each stage, we inform you about the status of the complaint to a reasonable level. If the Company needs additional information, it will be requested within the initial four week time period. Should the complainant not provide the necessary information within that time period, the Company has the right to reject the complaint.

7. RESPONSIBLE GAMING COMPLAINTS

7.1. Responsible Gaming Complaints are given priority due to their potential impact on player well-being. Our Responsible Gaming Policy is available for review in the Policies section located at the bottom of the website.

7.2. The Company will endeavor to resolve any Responsible Gaming-related complaint within five business days. If additional time is required to address the matter, we will inform you accordingly. In such cases, the extension will not exceed two weeks.

8. ACCESS TO ADR

8.1. If the complaint remains unresolved or if the Company is unable to resolve the matter to your satisfaction, you have the right to escalate the issue to an independent Alternative Dispute Resolution (ADR) entity.

8.2. In case of any disagreement, the key point is to justify the positions of the player and the operator. When dealing with any complaints regarding the gameplay, we rely on the logs and records that are kept continuously during your game session. By accepting these rules, you undoubtedly agree that the logs stored on our servers will have the strongest and final value in resolving any of such disputes.

8.3. You agree that the outcome of the games on the Website is defined by our random number generator that generates events at random, and you accept the results of all games. However, the results on our server shall be final and binding, if there are any disagreements between the gaming results on your computer and the outcomes of such games on our server.

8.4. To comply with the licensing requirements under the National Ordinance on Games of Chance (LOK), the Company provides access to independent Alternative Dispute Resolution (ADR) services for its players. If your complaint cannot be resolved through our internal process, you have the right to escalate the issue to an independent ADR provider at no cost to you. For clarity, all expenses associated with the ADR process will be fully covered by the Company.

8.5. Contact details for the ADR provider are included in all official complaint-related communications and are also available in the Terms and Conditions section of the the Company website.

9. LEGAL IMPLICATIONS

9.1. ADR decisions are not legally binding unless both you and the Company have explicitly agreed to be bound by the outcome. You maintain the right to pursue further legal or judicial action, regardless of the ADR outcome. Participating in ADR does not limit your ability to take the matter to court unless mutually agreed otherwise. For more comprehensive information on the ADR process, please refer to our Alternative Dispute Resolution (ADR) Policy.

9.2. If you are not satisfied with the resolution provided by the Company and believe there has been a breach of regulatory requirements, you 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.

10. RECORD-KEEPING

10.1. The Company maintains a comprehensive log of all player complaints, categorized as follows:

- Complaints resolved internally, whether upheld or rejected
- Complaints that remain unresolved
- Complaints escalated to Alternative Dispute Resolution (ADR)
- Complaints escalated to legal proceedings

10.2. 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.

11. REGULATORY REPORTING

11.1. The 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

12. CONTACT INFORMATION

12.1. For any questions regarding this policy, please contact: support@zaza.group 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