

Document History

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1 Policy Overview

This Player Complaints Policy (the “**Policy**”) sets out the framework used by **Topxgo N.V.** (the “**Operator**”), company number 165952, registered in Curaçao, to manage and resolve player complaints and disputes in a transparent, fair and efficient manner.

The Policy is drafted in accordance with Article 5.3 of the National Ordinance on Games of Chance (*Landsverordening op de kansspelen*, LOK) and the guidance issued by the Curaçao Gaming Authority (CGA).

Topxgo N.V. holds Certificate of Operation OGL/2024/496/0781, issued on 23 May 2025 by the Curaçao Gaming Control Board to operate games of chance on the domain top-x-go.com.

Compliance with this Policy forms part of the Operator’s licence conditions. Failure to comply may result in supervisory or enforcement action by the CGA.

Nothing in this Policy overrides the applicable rules of private law, including Book 6 of the Civil Code of Curaçao. The Operator remains responsible for ensuring that its Terms and Conditions and complaints procedures comply with all relevant civil-law obligations.

2 Definitions

Unless the context requires otherwise, the following capitalised terms have the meanings set out below:

Term	Definition
Player Interaction	Any written communication initiated by a player and directed to the Operator's customer service team, including enquiries, feedback or requests for information or assistance.
Complaint	A written expression of dissatisfaction by a player relating to the Operator's services, decisions, terms or conduct, which indicates that the player expects a response or resolution. A Complaint is deemed to exist once a Complaint Submission Form (see §3.2 (3)) has been submitted and/or the matter has been escalated to ADR.
Dispute	A Complaint that has not been resolved to the player's satisfaction through the internal complaints process and has been escalated either within the organisation or to an independent third party (e.g. an ADR provider or a court of law).
Responsible Gaming Complaint	A Complaint concerning targeting of Vulnerable Players, the implementation of self-exclusion or cooling-off measures, or any other issue identified in the CGA Responsible Gaming Policy.

3 Complaint Submission Process

3.1 Complaint Window

1. This Policy applies to every player of the Operator from the date the licence was issued.
2. Players may lodge a Complaint free of charge at any time up to six (6) months after settlement of the bet or the incident giving rise to the Complaint.
3. For P2P or ante-post fixed-odds wagers, the six-month period starts on settlement of the bet or conclusion of the relevant event.
4. For in-running sports bets, players are advised that prompt action may be necessary because certain data may no longer be available after a short period.

3.2 Stages / Escalation of Complaint Resolution

1. Only the registered player may submit a Complaint. The rights arising from a Complaint may not be assigned, sold or transferred (LOK Art. 1.3 (c)).
2. In the first instance, the Operator provides customer support via live chat and e-mail (support@top-x-go.com).
3. An official Complaint Submission Form is available:
 - Downloadable in PDF and DOCX formats from <https://top-x-go.com>; or
 - As an online form accessible from the same page.

The completed form must be sent to info@top-x-go.com.

The form includes, at minimum:

- i. Player's full name, postal address and country of residence.
- ii. Player's account number (if applicable).

- iii. Date of the Complaint and date of the disputed event.
- iv. Description of the disputed conduct (with selectable categories).

The form is provided in English and in the language of the website version used by the player.

The Operator may request reasonable supporting documentation.

- 4. If the Complaint is not resolved internally, the Operator will offer escalation to an Alternative Dispute Resolution provider (see §5).
- 5. Except where mutually agreed under specific ADR rules, the Operator does not restrict the player's legal rights to pursue court proceedings.

3.3 Role of the CGA

- 1. The Operator's Terms and Conditions clarify that the CGA does not decide individual player Complaints.
- 2. The CGA may use Complaint information for supervisory purposes and may investigate alleged breaches of licence conditions.
- 3. Players remain free to contact the CGA regarding suspected regulatory breaches or whistleblowing.

4 Complaint Resolution Process

4.1 Timeline – Responsible Gaming Complaints

- 1. Responsible Gaming Complaints are prioritised.
- 2. Within two (2) business days of receipt the Operator will:
 - Acknowledge the Complaint in writing;
 - Explain the handling process;
 - Indicate the average resolution time.
- 3. The Operator aims to resolve such Complaints within five (5) business days. Where additional time is required, the player will be informed; any extension will not exceed an additional two (2) weeks.

4.2 Timeline – All Other Complaint Types

- 1. The Operator assesses and responds to Complaints within four (4) weeks.
- 2. In complex cases this period may be extended once by up to four (4) additional weeks with prior written notice.
- 3. Within one (1) week of receipt the Operator will:
 - Acknowledge the Complaint;
 - Explain the handling process;
 - Provide an indicative resolution time.

4.3 Response and Resolution

The player will receive a written Final Determination comprising one of the following:

1. A reasoned decision with supporting evidence;
2. Detailed reasons for declining to handle the Complaint (e.g. insufficient information);
3. Notice of the right to escalate to ADR if the player remains dissatisfied.

4.4 Artificial Intelligence (AI)

1. AI may be used for routine Complaints provided outcomes are monitored for consistency and fairness.
2. Responsible Gaming and other complex matters will be handled exclusively by trained human staff.

5 Alternative Dispute Resolution

1. The Operator will provide independent ADR services to players once the CGA publishes the list of approved ADR providers on its website.
2. Full ADR details (provider name, contact and process) will be included in the Operator's Terms and Conditions and on the Complaints page.
3. ADR is free of charge to the player; the Operator bears all associated costs.
4. An ADR decision is final for the Operator. Re-submission to a different ADR entity is not permitted once a determination is issued.
5. If a player unilaterally withdraws from an ongoing ADR process, the Dispute will be considered closed.
6. The Operator may, in order to prevent abuse, impose proportionate conditions on ADR (e.g. minimum claim value), subject to CGA approval and applicable civil law.

6 Record-Keeping and Reporting

1. The Operator submits Complaints reports to the CGA twice per year—on 15 January and 15 June—beginning January 2026.
2. Each report summarises:
 - a. Total number of Complaints received;
 - b. Number resolved (upheld / rejected);
 - c. Number pending;
 - d. Complaints by category;
 - e. Number escalated to ADR;
 - f. Complaints leading to legal action.
3. Records of unresolved Complaints, ADR cases and legal disputes are retained for five (5) years or the period required by applicable law, whichever is shorter.
4. The CGA may request access to Complaint records at any time.

7 Terms and Conditions

The Complaints procedure is set out in the Operator's Terms and Conditions and available via a clearly labelled link in the website footer and during account registration. The Terms and Conditions include:

1. Contact details for customer support;
2. A link to the Complaint Submission Form;
3. The timelines in §4;
4. The player's right to ADR and regulatory escalation;
5. The binding nature of ADR outcomes for the Operator;
6. Contact information for the ADR provider (to be inserted once appointed);
7. A statement that the CGA does not mediate individual disputes but may be contacted regarding regulatory breaches.

8 Reasons for Complaint

Players may submit a Complaint regarding any aspect of their relationship with the Operator, including but not limited to:

1. Deposits
2. Withdrawals
3. Bonus terms
4. Account closure / restrictions
5. Alleged game errors or unfairness
6. Responsible Gaming issues
7. Treatment of balances
8. KYC / Verification
9. Data protection
10. Technical or software issues
11. AML concerns
12. Minors / under-age play
13. Fraudulent games
14. Fraudulent practices
15. Licence or regulatory matters
16. Unfair terms and conditions

Derek Hendriks
compliance officer
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