

EDJOWA-GAMING N.V.

COMPLAINTS HANDLING POLICY

Document / Revision History

EDJOWA-GAMING N.V.	COMPLAINTS HANDLING POLICY
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Change control

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1. THE POLICY

This Complaints Handling Policy (“**Policy**”) sets forth the principles, standards, and procedural framework by which EDJOWA-GAMING N.V. (“**Company**”) receives, evaluates, processes, and resolves complaints submitted by its customers. The objective of this Policy is to ensure that all complaints are handled in a consistent, fair, timely, and transparent manner, and in full compliance with applicable legal and regulatory obligations, including those arising under the Company’s license.

This Policy has been developed in alignment with the Player Complaints Policy Guideline (“**CGA Complaints Policy**”), Version 1.0, dated 16 June 2026, issued by the Curaçao Gaming Authority (“**CGA**”).

This Policy shall apply to all individuals performing services for or on behalf of the Company, whether directly employed or engaged under contract, including but not limited to employees, outsourced staff, contractors, consultants, agents, and any other third parties involved in customer support, compliance, dispute resolution, or complaints handling processes.

2. DEFINITIONS

For the purposes of this Policy, the following definitions shall apply:

“**ADR**” shall mean the process for the impartial resolution of disputes between a customer and the Company arising from the use of the Company’s gaming services, where the complaint has not been satisfactorily resolved through the Company’s internal complaints procedure. ADR may include, but is not limited to, adjudication, mediation, or conciliation, and shall be conducted by a certified ADR entity in a manner that is fair, transparent, and in compliance with the applicable standards and guidance issued by the CGA.

“**ADR entity**” shall mean an independent, impartial, certified provider of alternative dispute resolution services, duly authorized by the CGA in accordance with the CGA Complaints Policy and the National Ordinance on Games of Chance (“**LOK**”).

“**Complaint**” shall mean a written expression of dissatisfaction submitted by a customer regarding the Company’s services, decisions, terms, or conduct, which implies that the customer expects a response or resolution. A complaint shall be considered formally submitted upon receipt of a duly completed Complaint Submission Form and/or when escalated to the ADR entity.

“**Dispute**” shall mean a Complaint that has not been resolved to the satisfaction of the customer through the Company’s internal procedures and has subsequently been escalated to an independent third party, such as an ADR entity or a court of law.

“**Player interaction**” shall mean any written communication initiated by a customer and directed to the Company’s support team, including general inquiries, feedback, or requests for assistance, clarification, or information.

Unless otherwise expressly defined herein, all capitalized terms used in this Policy shall have the **same meaning as ascribed to them in the CGA Complaints Policy and/or the LOK**.

3. COMPLAINT ELIGIBILITY AND LIMITATION

Complaints may be submitted only by the individual who is duly registered as the holder of the gaming account with the Company. No complaint shall be accepted if submitted on behalf of another individual or any legal entity, regardless of the relationship or authority claimed.

Furthermore, the customer shall not assign, transfer, sell, lease, donate, pledge, or otherwise convey any actual or potential claim, right, or cause of action arising out of a complaint to any third party, whether for consideration or otherwise. Any such attempt shall be deemed null and void.

4. COMPLAINT SUBMISSION PROCEDURE

A complaint may be submitted by the customer through any of the following channels:

- (i) By email, as specified in the Terms and Conditions of the Company and published on the Company’s website;

- (ii) Via the LiveChat function available on the Company's website;
- (iii) By completing and submitting the Complaint Submission Form ([Appendix A](#)), which may be:
 - Downloaded, duly completed, and submitted via email or through LiveChat, or
 - Completed and submitted directly via the online form available on the Company's website.

All complaints must clearly set out the relevant facts and circumstances, giving rise to the issue and, where applicable, be accompanied by supporting documentation or evidence.

Where the Company determines, in its sole discretion, that a complaint lacks sufficient factual or legal basis, it reserves the right to decline the Complaint without undertaking a full examination. In such cases, the customer shall be notified accordingly, and the Company shall provide a brief explanation outlining the grounds for rejection.

5. TIME LIMITS FOR SUBMITTING COMPLAINTS

Complaints must be submitted within 6 months of the date of the event, settlement, or transaction, giving rise to the complaint.

In the case of peer-to-peer (P2P) games or ante-post fixed odds betting, the 6-month period shall commence upon the conclusion or settlement of the event or wager, respectively.

For in-running betting, customers are advised to act without delay, as relevant data may only be retained for a limited time due to the nature of live betting. The Company shall not be obliged to preserve such data beyond what is reasonably necessary.

6. COMPLAINT HANDLING AND TIMEFRAMES

6.1. Complaints Related to Responsible Gaming

Due to their impact on customer welfare, these shall be prioritized.

Within 2 business days, the Company shall:

- Acknowledge receipt of the complaint in writing;
- Outline the procedure and timeline for resolution.

Resolution shall be pursued within 5 business days.

If additional time is required, an extension of up to 2 weeks may be granted, with the customer being duly notified. If the customer delays or fails to respond, a further extension of up to 2 additional weeks may apply.

6.2. All Other Complaints

Within 1 week, the Company shall:

- Acknowledge receipt of the complaint in writing;
- Outline the procedure and timeline for resolution.

The Company shall aim to resolve the complaint within 4 weeks.

Where the matter is complex or additional information is required, a single extension of up to 4 further weeks may be applied, with prior written notice.

6.3. Final Determination and Communication

The customer shall receive a final determination of their complaint in writing.

The final response shall either:

- (i) Provide a reasoned assessment of the outcome or resolution, including supporting evidence where applicable; or
- (ii) Furnish detailed reasons for declining to handle the complaint. If additional information is reasonably necessary for a full assessment, the Company shall have requested such information within the initial 4-week period. Should the customer fail to provide the requisite information within this timeframe, the complaint may be rejected.

6.4. Use of Artificial Intelligence (AI) in Complaints Handling

The use of AI technology is permitted for complaints processing subject to strict conditions to ensure fairness and appropriateness.

Complaints identified as pertaining to responsible gaming, or those considered complex in nature, shall be handled exclusively by qualified human personnel.

The Company shall continuously monitor and review AI-generated records, ensuring that resolutions and recommendations are reasonable, consistent, and equitable across similarly situated customers.

AI must not replace human judgment in situations where nuanced understanding or empathy is required, particularly in relation to responsible gaming issues.

7. ADR

Timeline/ Applicability: Within 1 month of the publication of the official list of Certified ADR Entities on the CGA website

7.1. Timeline and Applicability

In accordance with the license obligations set forth under the LOK and the CGA Complaints Policy, the Company is required to offer its customers access to independent ADR services.

The Company must ensure that a valid and binding agreement is in place with at least 1 ADR entity certified by the CGA. This agreement must be uploaded to the CGA Portal within 1 month of the CGA's official publication of the list of Certified ADR Entities.

Full details of the ADR procedure must also be made available to customers in the Company's Terms and Conditions.

7.2. Right to Escalate

In the event that the customer remains dissatisfied with the outcome of the Company's internal complaints procedure, the customer shall have the right to escalate the matter to the designated ADR entity. This right is exercisable free of charge, and the Company shall bear all costs associated with the ADR process.

7.3. Finality and Restrictions on Repetition

Once the ADR process has been concluded, regardless of the outcome, neither the customer nor the Company shall be entitled to initiate or reinitiate the same dispute with another ADR entity.

7.4. Withdrawal and Forfeiture

Should the customer voluntarily withdraw from the ADR process after it has been formally commenced, the customer shall irrevocably forfeit the right to reopen, pursue, or advance the same dispute at a later time. The Company shall not be required to engage in any further consideration of the matter once it has been abandoned.

7.5. Obligation to Provide ADR Access

The provision of ADR services is a mandatory requirement under the Company's license. While the Company may establish internal parameters designed to prevent misuse of the ADR mechanism (e.g., minimum claim values, procedural prerequisites, or limits on binding nature of outcomes), such conditions must be objectively reasonable, non-discriminatory, and proportionate.

8. LIMITATION ON THE CGA INVOLVEMENT

The CGA does not process or adjudicate individual customer complaints related to gambling transactions or the outcome of bets. It is the responsibility of the Company to clearly communicate this limitation in its Terms and Conditions and customer-facing policies.

The CGA shall not resolve, intervene in, or issue binding decisions in relation to any disputes between the customer and the Company, including those concerning transactional matters or service delivery. Complaints processed by the Company and/or the ADR entity shall not be reviewed or overturned by the CGA unless it is determined that the Company's handling of the complaint was manifestly inadequate or in breach of applicable regulatory obligations.

Notwithstanding the foregoing, the customer's right to contact the CGA directly must not be restricted. Customers may reach out to the CGA in relation to issues such as alleged regulatory non-compliance, breach of license conditions, operational malpractice, or whistleblowing concerns.

Although the CGA does not mediate in individual disputes, it may use information derived from player complaints to inform its supervisory oversight, monitoring activities, or enforcement actions.

9. LEGAL RIGHTS OF CUSTOMERS

Customers are encouraged to exhaust internal procedures and ADR prior to judicial action. This Policy does not restrict statutory or contractual rights to pursue legal remedies unless otherwise agreed in writing.

10. RECORD RETENTION AND REPORTING OBLIGATIONS

10.1. Retention Period and Scope

The Company shall maintain complete and accurate records of all customer complaints, including associated correspondence, documentation, investigation notes, internal assessments, and final determinations. These records shall be retained in a secure and accessible manner for a period of no less than 5 years from the date of resolution, or for such longer period as may be required under applicable data protection laws, statutory limitation periods, or regulatory guidance.

10.2. Retention of Unresolved and Escalated Complaints

For complaints that remain unresolved, have been escalated to the ADR entity, or have become the subject of legal proceedings, the Company shall retain all related documentation for a period of no less than 5 years from the date of resolution, or for such longer period as may be required under applicable data protection laws, statutory limitation periods, or regulatory guidance.

10.3. Accessibility to the CGA

All complaint records shall be made readily available to the CGA or any other competent authority upon lawful and duly substantiated requests. The Company shall ensure that these records are organized in a manner that enables prompt retrieval and review.

10.4. Reporting Requirements to the CGA

In accordance with the regulatory obligations set out in the CGA Complaints Policy, the Company shall submit biannual complaint summary reports to the CGA on the following dates:

- (i) 15 January, and
- (ii) 15 June of each calendar year.

Each report shall relate to the preceding 6-month period and shall include, at minimum, the following information:

- The total number of complaints received;
- The number of complaints resolved (including a breakdown of upheld vs. rejected outcomes);
- The number of complaints pending or unresolved at the time of reporting;
- A categorical breakdown of complaints by issue type;
- The number of complaints escalated to the ADR;
- The number and summary of complaints that resulted in legal action initiated by the customer.

10.5. Transparency and ADR Compliance

The Company shall ensure full transparency in the complaints handling process and maintain strict compliance with the outcomes issued by certified ADR entities. Additionally, the Company shall remain informed of and adhere to all ADR-related reporting obligations as may be periodically updated by the CGA.

10.6. Audit Readiness

The Company shall implement and maintain appropriate internal systems and controls to facilitate audit-readiness, record traceability, and secure long-term storage of complaints data. All staff, contractors, or external service providers involved in the complaints process shall be instructed in and held accountable for compliance with this Policy.

11. STAFF TRAINING & ENFORCEMENT

11.1. Mandatory Training Requirements

The Company shall ensure that all personnel involved in customer interaction, complaint handling, or responsible gaming processes, including but not limited to Customer Support, Responsible Gaming, VIP/Account Management, Marketing, and any outsourced or third-party representatives, undergo mandatory training in Complaints and Dispute Handling procedures.

The required training shall be administered as follows:

- (i) Initial Training must be successfully completed within 45 calendar days from the commencement of the individual's employment or contractual engagement.
- (ii) Refresher Training shall be conducted at least once every 12 months, and additionally in the event of any material changes to applicable legislation, regulatory requirements, internal procedures, or role-specific responsibilities.

Training may be delivered by qualified internal compliance personnel or by competent third-party training providers.

The Company shall maintain a comprehensive Training and Compliance Register, documenting all training activities, attendee records, and instances of non-compliance. The Responsible Gaming Officer ("RGO") shall be responsible for overseeing the implementation, maintenance, and periodic review of the training program and register. This register shall be made available for inspection by the CGA or other competent regulatory authorities upon lawful request.

11.2. Minimum Training Content

All training programs shall be tailored to the roles and responsibilities of the personnel concerned and shall include, at a minimum, instruction on the following core topics:

- The scope, definitions, and eligibility requirements for complaints and disputes;
- The correct application of the internal complaints handling procedures;
- Record-keeping and reporting obligations under CGA guidelines;
- Communication protocols, including appropriate tone, escalation paths, and customer notification standards;
- The role and rights of customers in accessing ADR;
- Limitations on CGA intervention and regulatory oversight;
- Data protection obligations when handling complaint-related information;
- Examples of complaint categories and correct classification practices;
- Identification of serious or high-risk complaints, including those related to responsible gaming, fraud, or legal risk.

Additional modules may be incorporated to reflect emerging regulatory trends or company-specific risk areas, at the discretion of the RGO.

11.3. Disciplinary Enforcement

Failure to comply with the training requirements set forth in this Policy, or any material deviation from the prescribed complaints handling procedures, shall be regarded as a compliance breach and may result in disciplinary measures.

Depending on the nature and severity of the breach, such measures may include:

- Issuance of a formal warning;
- Temporary or permanent reassignment of duties;
- Suspension from customer-facing responsibilities;

- Termination of employment or contract in accordance with internal HR protocols and applicable labor laws.

12. POLICY REVIEW

This Policy shall be reviewed at least annually, and additionally whenever warranted due to internal developments, changes in the Company's business operations, regulatory updates, or upon formal request by the CGA.

12.1. Periodic Review Obligations

This Policy shall be subject to formal review and evaluation by the Company no less than once every 12 months, or more frequently where circumstances warrant such review.

12.2. Triggering Events for Interim Review

In addition to the scheduled annual review, this Policy shall be promptly reviewed and, where necessary, revised in response to any of the following occurrences:

- (i) Material operational or structural changes affecting the Company's business model, operational framework, product offerings, target markets, technological platforms, or ownership structure;
- (ii) Any internal incidents, regulatory breaches, or identified deficiencies that expose potential weaknesses in the effectiveness of this Policy or the Company's responsible gaming controls;
- (iii) Amendments, enactments, repeals, or other modifications to applicable laws, regulations, or official guidance issued by the CGA or other relevant regulatory authorities with jurisdiction over the Company's gaming activities;
- (iv) Formal written requests issued by the CGA or any competent regulatory authority mandating a review, revision, or clarification of the Company's complaints handling or responsible gaming framework.

12.3. Amendment Procedure

All proposed amendments to this Policy shall be formally documented, including a clear statement of the rationale and legal or operational basis for the change. Material amendments shall:

- (i) Be subject to prior review and approval by the Company's management and/or board of directors;
- (ii) Be notified to the CGA within 10 calendar days following approval, if the amendment constitutes a material modification to the Company's complaints handling or responsible gaming framework or operational practices.

12.4. Version Control and Record-Keeping

The Company shall maintain a version-controlled archive of all iterations of this Policy, including records of each review, amendment, and associated approvals. All such records shall be retained for a minimum of 5 years and made available for inspection by the CGA upon request.

13. CONTACT INFORMATION

The contact person for matters relating to this Policy is:

Name, surname: Aleksandr AVERICHEV

Email: legal@planbet.com

Any questions, requests for clarification, or concerns regarding this Policy should be directed to the contact person(s) listed above.

APPENDIX A - COMPLAINT SUBMISSION FORM

EDJOWA-GAMING N.V.

COMPLAINT SUBMISSION FORM

Please complete all sections of this form. Incomplete submissions may result in delayed processing.

This form may be downloaded/submitted via email/upload or completed/submitted online.

SECTION 1: COMPLAINANT DETAILS

Full Name: [Type here]

Residential Address

Street: [Type here]

City: [Type here]

Postal Code: [Type here]

Country of Residence: [Type here]

Contact Email: [Type here]

Telephone Number (optional): [Type here]

Account Number (if applicable): [Type here]

SECTION 2: COMPLAINT DETAILS

Date of Complaint Submission: [Type here]

Date of the Disputed Event: [Type here]

Category of Complaint *(please select one and elaborate if possible):*

- ☐ **Deposit issues** – e.g., failed deposit, uncredited amount, incorrect transaction
- ☐ **Withdrawal issues** – e.g., delayed payout, rejected withdrawal, wrong amount received
- ☐ **Bonus terms and conditions** – e.g., unclear rules, unfair wagering, bonus not applied
- ☐ **Account closures or restrictions** – e.g., sudden closure, limited access, unexplained suspension
- ☐ **Alleged errors or unfairness in game outcomes** – e.g., game crash, incorrect results, perceived manipulation
- ☐ **Responsible gaming issues** – e.g., self-exclusion not applied, ignored limits, inadequate safeguards
- ☐ **Treatment of player balances** – e.g., balance deductions, blocked funds, confiscated winnings
- ☐ **KYC and Verification** – e.g., repeated document requests, delays, lack of clarity
- ☐ **Data Protection** – e.g., misuse of personal data, unauthorized sharing, lack of data access
- ☐ **Technical or Software issues** – e.g., bugs, game errors, malfunctioning features
- ☐ **AML concerns** – e.g., unexplained account holds, excessive source of funds requests
- ☐ **Issues with minors** – e.g., underage access, failure in age verification
- ☐ **Fraudulent games** – e.g., suspicious games, unlicensed content, manipulated software
- ☐ **Fraudulent practices** – e.g., misleading offers, unfair treatment, dishonest conduct
- ☐ **License or regulation** – e.g., operator acting outside license terms, regulatory non-compliance
- ☐ **Other (please specify):** [Type here]

Description of the Conduct Being Disputed: [Type here]

Please provide a clear and detailed description of the incident or issue. Include all relevant facts and circumstances.

Supporting Documentation Attached (if applicable):

- ☐ No
☐ Yes

*If yes, please list the documents provided and [Type here]
 ensure they are attached to this form submission.*

SECTION 3: ALTERNATIVE DISPUTE RESOLUTION (ADR)

Edjowa-Gaming N.V. is committed to resolving all complaints in a fair, transparent, and timely manner. If you remain dissatisfied with the outcome of your complaint, you may be referred to an independent **Alternative Dispute Resolution (ADR)** entity, subject to the provisions outlined in [Section 6 “Complaints Policy”](#) of our Terms and Conditions.

Please note, except where otherwise mutually agreed under specific ADR terms, this process does not restrict your legal right to pursue the matter through the courts.

SECTION 4: COMPLAINT HANDLING SUMMARY

- Only the registered account holder may submit a complaint.
- Complaints must be lodged within six (6) months from the date of the disputed event or bet settlement.
- Responsible gaming-related complaints are prioritized and will be addressed within five (5) business days.
- All other complaints will be assessed and responded to within four (4) weeks, subject to a single extension of up to four (4) additional weeks, with prior written notice.
- Final determinations will be communicated in writing.
- If unresolved to the player’s satisfaction, the complaint may be escalated to an independent ADR entity.

For full procedural details, including timelines, escalation stages, and your legal rights, please refer to [Section 6 “Complaints Policy”](#) of our Terms and Conditions.

DECLARATION

I declare that the information provided above is true and complete to the best of my knowledge. I understand that Edjowa-Gaming N.V. may request additional documentation reasonably required for the proper resolution of this complaint.

Signature (and/or typed full name if submitting online):

_____ [Type here] /full name/

Date: [Type here]

Form Submission:

- *For email/upload: Please send the completed form and any attachments to support-en@planbet.com.*
- *For online submission: Please visit [Section 6 “Complaints Policy”](#) of our Terms and Conditions, and follow instructions to upload/submit the form.*