

Player Complaints Policy

Gameplay International B.V. 148409



License No. OGL/2024/511/0630

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Effective Date: 08/07/2025

1. Overview

This Player Complaints Policy ("Policy") has been formally established and issued by Gameplay International B.V., a private limited liability company duly incorporated under the laws of Curaçao, registered with company number 148409, and operating under a valid license issued by the Curaçao Gaming Control Board, bearing license number OGL/2024/511/0630. The company's registered office is situated at Dr. H. Fergusonweg 1, Willemstad, Curaçao.

The present Policy has been meticulously designed to outline a comprehensive and structured approach for the receipt, management, and resolution of complaints submitted by players regarding any aspect of the services provided by Gameplay International B.V. It embodies the company's unwavering commitment to maintaining the highest possible standards of fairness, operational transparency, and player protection. This commitment aligns fully with the regulatory obligations stipulated under Article 5.3 of the National Ordinance on Games of Chance as well as the supervisory requirements and guidelines set forth by the Curaçao Gaming Authority (CGA).

The primary objective of this Policy is to guarantee that all players are afforded seamless access to a robust, impartial, and effective complaint resolution mechanism. This mechanism is designed to ensure that player concerns are addressed expediently, fairly, and consistently. Furthermore, the Policy affirms players' rights to escalate any complaint that remains unresolved after exhausting the internal complaint handling process to independent and cost-free Alternative Dispute Resolution (ADR) services, as mandated by Curaçao's regulatory framework.

This Policy shall apply to and bind all players from the moment they successfully register an account and commence use of any gaming or betting services provided by Gameplay International B.V. By registering an account and engaging with the company's services, players are deemed to have accepted the terms of this Policy either through explicit confirmation during the registration process such as by ticking a designated checkbox or acknowledging a pop-up notification or by their continued use of the company's services under its Curaçao license.

The provisions set out within this Policy are intended to function in conjunction with, and in no way override or negate, the applicable obligations of private law, including, but not limited to, those contained within Book 6 of the Curaçao Civil Code relating to general terms and conditions. Accordingly, nothing in this Policy shall be construed as limiting or diminishing a player's rights under applicable civil legislation.

2. Definitions

For the purposes of this Player Complaints Policy, the following definitions apply and govern the interpretation of terms contained herein:

Player

A Player shall mean any individual, being a natural person, who has duly registered an account with Gameplay International B.V., successfully completed all requisite identity verification and customer due diligence processes as mandated under applicable regulations, and engaged in one or more gaming or betting activities offered via the licensed platform operated by the company.

Complaint

A Complaint refers to any written communication submitted by a Player which expresses dissatisfaction regarding the services, decisions, terms, or operational conduct of Gameplay International B.V., and wherein the Player explicitly requests a response, resolution, or remedial action on the matter raised.

Dispute

A Dispute is defined as a Complaint which has not been resolved to the satisfaction of the Player through the company's internal complaints resolution process and which has subsequently been escalated for consideration by an independent third-party Alternative Dispute Resolution (ADR) entity or, where applicable, referred to a competent judicial authority for adjudication.

Alternative Dispute Resolution (ADR)

Alternative Dispute Resolution (ADR) denotes a structured process administered by an impartial, CGA-certified independent entity, tasked with reviewing and determining unresolved Complaints between Players and Gameplay International B.V.. ADR services are provided entirely free of charge to Players, with all associated costs borne solely by the company in accordance with regulatory obligations.

Responsible Gaming Complaint

A Responsible Gaming Complaint encompasses any Player concern relating to the company's implementation, enforcement, or management of responsible gambling measures, including but not limited to the prompt and effective application of self-exclusion mechanisms, cooling-off periods, or any perceived shortcomings in safeguarding vulnerable individuals as outlined in the company's Responsible Gaming Policy.

Technical Issue

A Technical Issue refers to any disruption, malfunction, or failure affecting the software, hardware, or technological systems utilized by Gameplay International B.V., which materially impedes a Player's ability to access or participate in gaming activities, whether via the company's website, mobile applications, or other supported interfaces.

Fraudulent Activity

Fraudulent Activity encompasses any intentional act, omission, or scheme aimed at deceiving, defrauding, or obtaining an unfair advantage within the context of gaming services. This may include, but is not limited to, unauthorized access to accounts (account takeovers), exploitation of automated tools or bots, abuse of promotional offers or bonuses, or submission of falsified identification or supporting documentation.

Complaint Handler

The term Complaint Handler refers to the designated employee(s) or team within Gameplay International B.V. who are specifically tasked with receiving, investigating, and resolving Player Complaints in strict adherence to the procedures established under this Policy. Complaint Handlers are required to possess comprehensive training in relevant regulatory standards and must execute their responsibilities in a manner that is fair, impartial, and consistent with the principles of due process.

3. Complaint Submission

Players of Gameplay International B.V. are entitled to submit a Complaint within a period of six (6) calendar months from the date of the settlement of the relevant wager, the occurrence of the incident in question, or the conclusion of the associated gaming event. This six-month timeframe applies universally to all forms of gaming and betting activities offered by the company, including but not limited to peer-to-peer games such as poker, ante-post fixed odds betting, and in-running sports markets.

In circumstances where Complaints relate to in-running betting activities where outcomes and operational decisions may depend upon fast-moving and dynamic data Players are strongly encouraged to raise their Complaints at the earliest possible opportunity. This recommendation is based on the understanding that certain data points, by their very nature, may not remain accessible indefinitely, and the company cannot reasonably be expected to preserve such transient information beyond its standard data retention periods.

Complaint Submission:

To ensure consistency, fairness, and the efficient handling of all Complaints, only registered Players may submit Complaints directly. Players must utilize the official Complaint Submission Form provided by Gameplay International B.V., which is accessible in the following formats:

- As a downloadable PDF or Word document available on the company's website, which can be completed by the Player and submitted via email.
- As an interactive online form that may be filled out and submitted directly through the Player's secure account dashboard on the platform.

The Complaint Submission Form shall require, as a minimum, the following information to be provided by the Player:

1. Full legal name, residential address, and Player account identification (where applicable).
2. The date of the Complaint submission and the date of the event or decision that gave rise to the Complaint.
3. A clear and detailed description of the issue, accompanied where feasible by supporting documentation or evidence relevant to the matter.
4. Selection of the Complaint type from a predefined list of categories (e.g., deposit processing delays, withdrawal refusals, technical malfunctions, Responsible Gaming-related issues).

Players should be aware that they may be requested to provide additional information or documentation where such material is reasonably necessary for Gameplay International B.V. to conduct a thorough and fair investigation. Any such requests made by the company shall remain proportionate to the complexity and nature of the Complaint raised.

Curaçao Gaming Authority (CGA):

Players are to be informed that the Curaçao Gaming Authority (CGA) does not intervene in the resolution of individual disputes between Players and licensed operators. Instead, the CGA's role within the complaints ecosystem is primarily supervisory, relying upon aggregated Complaint data to monitor operator compliance and to inform regulatory enforcement actions where necessary.

Nonetheless, Players retain the right to escalate matters directly to the CGA if they reasonably believe that Gameplay International B.V. has engaged in regulatory breaches, malpractice, or violations of its licensing conditions. The company shall not impose any restrictions or barriers on a Player's ability to contact the CGA for such purposes.

4. Complaint Resolution Process

Prioritization:

Upon receipt, all Complaints submitted to Gameplay International B.V. are systematically logged and evaluated to determine their priority based on the nature and potential impact of

the issues raised. Complaints that pertain specifically to Responsible Gaming concerns including, but not limited to, failures in implementing self-exclusion measures, delays in applying cooling-off periods, or allegations of targeting vulnerable individuals are treated as a matter of urgency due to their potential implications for player welfare and regulatory compliance.

For such Responsible Gaming-related Complaints, the company shall endeavor to issue a comprehensive final response within a timeframe of five (5) business days from the date of receipt. However, in exceptional cases where the complexity of the matter or external factors necessitate additional investigation time, this period may be extended by no more than two (2) additional weeks, with prior notice provided to the Player explaining the reason for the delay.

All other categories of Complaints shall be processed in the chronological order in which they are received. The standard target resolution period for these Complaints shall be four (4) weeks, with the possibility of a single extension of up to an additional four (4) weeks for cases of heightened complexity or those requiring extensive evidential analysis.

Acknowledgment:

Following the submission of a Complaint, Gameplay International B.V. provides the Player with a formal written acknowledgment within the following prescribed timeframes:

- Within two (2) calendar days for Complaints concerning Responsible Gaming issues.
- Within seven (7) calendar days for all other types of Complaints.

This acknowledgment includes:

1. Confirmation of receipt of the Complaint and the assignment of a unique reference number for tracking purposes.
2. A clear outline of the steps to be taken during the investigation and resolution process.
3. An estimated timeline for resolution, along with notification of the potential for extensions where circumstances justify such a need, and an explanation of those circumstances.

Investigation and Resolution:

Gameplay International B.V. conducts all Complaint investigations with thoroughness, impartiality, and adherence to due process. This investigative process involves, but is not limited to:

- Examination of all relevant Player account details, transaction histories, system activity logs, and prior correspondence related to the matter.

- Collaboration and consultation with internal departments such as Customer Support, Compliance, and Technical Operations to ensure a comprehensive understanding of the Complaint.
- Where necessary, requests to the Player for supplementary information or supporting documentation to facilitate a fair and accurate resolution.

The designated Complaint Handler(s) oversees the entire process, ensuring that all findings and determinations are based on factual evidence and aligned with regulatory expectations.

Upon conclusion of the investigation, the Player receives a written notification that includes:

1. A reasoned explanation of the outcome of the Complaint, supported by relevant evidence where applicable.
2. Clear guidance on the Player's right to escalate the matter to an independent Alternative Dispute Resolution (ADR) entity if they remain dissatisfied with the company's decision.
3. The contact details of the ADR provider(s) engaged by Gameplay International B.V..

Artificial Intelligence (AI):

While Gameplay International B.V. may employ artificial intelligence tools as part of its Complaint management systems, for example, to assist in case triaging, identify trends, or conduct preliminary data analysis human oversight remains mandatory in specific contexts to ensure fairness and compliance. In particular:

- All Complaints involving Responsible Gaming issues are handled exclusively by human personnel.
- Complaints deemed complex or those that involve sensitive personal or financial information require direct human intervention.

AI-assisted outputs and recommendations are subject to rigorous review to ensure they are fair, accurate, and consistent with the principles of regulatory compliance and the protection of Player rights.

5. Alternative Dispute Resolution (ADR)

ADR Services:

In circumstances where a Player is not satisfied with the resolution provided by Gameplay International B.V. after completing the internal Complaints procedure, they retain the right to escalate the matter to an independent Alternative Dispute Resolution (ADR) entity. This process is intended to provide an impartial and external review of unresolved disputes.

ADR services are offered to Players entirely free of charge, and all associated costs and administrative fees shall be borne solely by Gameplay International B.V. in accordance with its licensing obligations and applicable regulatory standards.

ADR Decisions:

Once the ADR process has been concluded and a formal determination has been issued by the appointed ADR provider, neither the Player nor Gameplay International B.V. shall have the right to initiate the same dispute resolution process with another ADR entity. Notwithstanding this, Players reserve the right to seek further legal remedies through the courts or other competent judicial bodies in accordance with applicable civil laws, particularly where ADR outcomes are not deemed binding under private law provisions.

ADR Services Abuse Prevention:

To safeguard the integrity of the ADR process and prevent potential misuse, Gameplay International B.V. may, following consultation with independent legal advisors, establish reasonable parameters governing referrals to ADR. Such parameters may include but are not limited to minimum claim thresholds or criteria intended to filter out frivolous or abusive claims.

Any measures adopted in this regard must be proportionate, consistent with relevant civil law requirements, and shall remain subject to oversight and review by the Curaçao Gaming Authority to ensure compliance with the principles of fairness and accessibility.

6. Record-Keeping and Reporting

Gameplay International B.V. recognizes its regulatory obligations under the Curaçao gaming framework to maintain thorough, accurate, and securely stored records of all Complaints submitted by its Players. Such records are essential to ensure transparency, accountability, and compliance with oversight requirements. The types of records maintained by the company shall include, but are not limited to:

- Copies of all Complaint Submission Forms received, whether filed electronically via the company's platform or in physical form.
- All written correspondence exchanged between the Player and the company's designated representatives during the complaint resolution process.
- Internal investigation reports, including relevant supporting documentation such as Player account histories, transaction records, system activity logs, and technical assessments where applicable.
- Documentation of any escalations to an Alternative Dispute Resolution (ADR) provider or the initiation of legal proceedings by either party.

These records are retained for a minimum period of five (5) years from the date of the final resolution of the Complaint, unless a shorter retention period is mandated by applicable data protection laws, statutes of limitations, or other relevant legal provisions. The company's data retention policies and practices at all times remain in strict compliance with applicable privacy laws and standards, ensuring the protection of Players' personal data throughout the retention period.

Regulatory Reporting Obligations:

In addition to its internal recordkeeping responsibilities, Gameplay International B.V. submits comprehensive biannual reports to the Curaçao Gaming Authority (CGA) as part of its ongoing regulatory reporting obligations. These reports are to be submitted on or before January 15th and June 15th of each calendar year and shall cover all Complaints received during the preceding reporting period.

Each report includes, at a minimum:

1. The total number of Complaints lodged by Players during the relevant reporting period.
2. A detailed breakdown of Complaints that have been resolved, indicating how many were resolved in favor of the Player and how many were rejected.
3. The number of Complaints that remain pending or unresolved as of the reporting date.
4. A categorization of Complaints by type (e.g., technical malfunctions, payment processing delays, Responsible Gaming issues, or other categories as applicable).
5. The number of Complaints escalated to ADR and the respective outcomes of those referrals.
6. A summary of cases in which Players have initiated legal action against the company, including the nature of the claims.

The Curaçao Gaming Authority reserves the right to request access to all relevant Complaint records at any time as part of its supervisory and enforcement functions. Gameplay International B.V. cooperates fully with such requests and ensures that all information is provided promptly, accurately, and in the format prescribed by the regulator.

7. Terms and Conditions

This Player Complaints Policy is an integral and binding part of the Terms and Conditions of Gameplay International B.V., and is available to all Players in a manner that ensures clarity, prominence, and ease of accessibility.

In alignment with best practices and regulatory expectations, Gameplay International B.V. undertakes the following measures to ensure Players are fully informed of their rights and the company's procedures:

- The full Complaints Policy is published as a standalone document, prominently accessible via a clear and conspicuous link placed on the company's homepage, the registration page, and within the Player account dashboard.
- A concise summary of the complaint handling process is incorporated within the Terms and Conditions itself, supplemented by direct hyperlinks enabling Players to access the full text of this Policy without difficulty.
- During the account registration process, Players are required to explicitly acknowledge their understanding and acceptance of the Complaints Policy. This is facilitated through mechanisms such as a mandatory confirmation tick-box or an interactive pop-up window, thereby ensuring informed consent prior to the commencement of use of the company's gaming services.

Furthermore, the Terms and Conditions expressly provide the following information:

1. A detailed description of the Complaint submission process, including applicable timelines for acknowledgment and resolution of Complaints.
2. Notification of the Player's right to escalate unresolved Complaints to an independent Alternative Dispute Resolution (ADR) provider and, where appropriate, to pursue additional legal remedies under applicable law.
3. A clear statement that the Curaçao Gaming Authority (CGA) does not involve itself in resolving individual disputes between Players and licensed operators, but may be contacted directly by Players in cases involving suspected regulatory breaches or non-compliance by the operator.

8. Complaint Reasons

Players of Gameplay International B.V. are entitled to submit Complaints regarding any matter arising from their use of the company's gaming and betting services. Such Complaints may relate to any aspect of their interaction with the operator, whether procedural, technical, contractual, or regulatory in nature. While the following list is not intended to be exhaustive, it provides illustrative examples of the types of issues for which a Player may lodge a formal Complaint:

- Deposit Issues – Delays in processing deposits, non-crediting of funds to Player accounts, or errors associated with deposit transactions.
- Withdrawal Issues – Disputes regarding the processing of withdrawal requests, including perceived unjustified delays, partial payouts, or refusals.

- **Bonus Terms and Conditions** – Concerns over the fairness, transparency, or application of promotional offers, bonuses, or wagering requirements.
- **Account Closures or Restrictions** – Allegations of unwarranted suspension, closure, or imposition of limitations on Player accounts.
- **Game Fairness** – Complaints arising from suspected errors in game functionality, software malfunctions, or outcomes perceived as unfair or inconsistent.
- **Responsible Gaming Concerns** – Issues relating to the company's implementation of responsible gambling measures, such as failure to activate or enforce self-exclusion, time-out periods, or other protective interventions.
- **KYC and Verification Procedures** – Disputes concerning the handling of identity verification processes, requests for additional documentation, or delays in account verification.
- **Data Protection and Privacy** – Concerns over the management, storage, or potential misuse of personal data, including breaches of privacy or data security.
- **Technical or Software Malfunctions** – Problems relating to the accessibility, stability, or functionality of the gaming platform or its user interface.
- **Fraudulent Activities** – Allegations of fraudulent conduct, whether by third parties exploiting the platform or by the operator itself.
- **Minors' Access** – Reports of suspected underage individuals gaining unauthorized access to the gaming platform.
- **License or Regulatory Breaches** – Claims alleging violations of licensing conditions or non-compliance with regulatory obligations imposed on the operator by the Curaçao Gaming Authority.

Players are encouraged to provide as much detail and supporting evidence as possible when submitting a Complaint to facilitate an effective and timely investigation by Gameplay International B.V.

9. Governing Law

This Complaints Policy is governed by, and construed in accordance with, the laws of Curaçao. Any legal proceedings arising out of or in connection with this Policy, which remain unresolved after the exhaustion of the internal Complaints process and any applicable Alternative Dispute Resolution (ADR) mechanisms, shall fall under the exclusive jurisdiction of the competent courts of Curaçao. This is without prejudice to the rights of Players to pursue claims or legal actions within their jurisdiction of residence where such rights are conferred by applicable local laws.

10. Contacts

Players wishing to submit a Complaint or make related inquiries to Gameplay International B.V. may contact the company through the following channels:

General Inquiries: support-en@bizbet.io

Live Chat Support: Available 24/7 via the company's website <https://bizbet.io>

Complaint Submission Form: Accessible at <https://bizbet.io>

Alternative Dispute Resolution (ADR) Contact Details are posted on: <https://bizbet.io/en>

Curaçao Gaming Authority (CGA): <https://www.gamingcontrolcuracao.org/>

By: Director of Gameplay International B.V.

Name: (SMES) Solutions for Management and Employment Support N.V.

Date: 23/07/2025

Signature:

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a horizontal line and a small flourish.