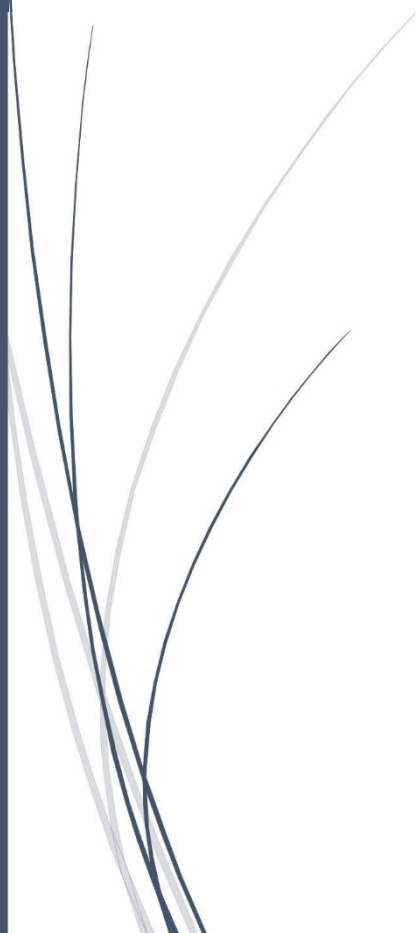


NIOLLO B.V.



CONFIDENTIAL

Player Complaint Policy for Niollo B.V.

Prepared by	Date	Version
Roberto Viera	5 May 2025	1.0 – Creation
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1.0 Policy Overview

This Complaints Policy sets out Niollo B.V.'s framework for managing player complaints and disputes in alignment with Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, "LOK") and the CGA Player Complaints Policy Guidelines v1.1 (18 June 2025). Adherence to this policy is mandatory and will be addressed by the Curacao Gaming Authority (CGA) in accordance with its supervision, monitoring and enforcement procedures.

The policy guarantees players access to a straightforward and effective complaint and dispute resolution process, including free Alternative Dispute Resolution (ADR) services that prioritize quality and independence. Further rules and guidelines may be issued by the CGA from time to time and will apply upon publication.

The operator's player complaints policy is incorporated by reference into the Terms and Conditions and may also be published as a standalone document from the website homepage and/or registration page. Acceptance of the Complaints Policy may be captured during registration, subject to applicable private law.

2.0 Definitions

2.1 Player Interaction

Any written communication initiated by a player and directed to Niollo's customer service team, including general enquiries, feedback, or requests for information or assistance.

2.2 Complaint

A written expression of dissatisfaction by a player relating to Niollo's services, decisions, terms, or conduct, indicating the player expects a response or resolution. For reporting purposes a Complaint exists when the official Complaint Submission Form has been submitted to Niollo and/or the complaint has been escalated to ADR.

2.3 Dispute

A complaint that has not been resolved to the player's satisfaction through Niollo's internal process and has been escalated either within Niollo or to an independent third party.

3.0 Complaint Submission Process

3.1 Complaint Window

Players may lodge a complaint free of charge up to six (6) months after the settlement of the bet or the incident complained of. For P2P games (e.g., poker) or ante-post fixed-odds betting, the six-month period begins after bet settlement or the event's conclusion. For in-running sports betting, while a complaint may be submitted within six months, prompt action may be necessary where the investigation depends on ephemeral data that may no longer be available after a short period insofar as Niollo cannot reasonably be expected to preserve such data longer.

3.2 Stages / Escalation

- a) Complaints can only be made by the registered player.
- b) In the first instance, Niollo offers customer support via email and/or live chat.
- c) An official Complaint Submission Form is mandatory and is provided as an online form and a

downloadable template. The form includes:

- (i) name, address, and place of residence;
- (ii) account number (if applicable);
- (iii) date of the complaint and date of the disputed event;
- (iv) description of the conduct being disputed, including a selection of category topics where applicable; and
- (v) the ability to upload/attach supporting documentation.

The form is available in English and in the language of the website/domain used by the player.

d) Except where mutually agreed under specific ADR terms permitted by law, Niollo does not restrict the player's right to take legal action.

3.3 Role of the CGA

Niollo makes the role of the CGA clear in its Terms and Conditions. The CGA does not resolve or make decisions on player complaints regarding gambling-related transactions on operators' websites and, unless inadequately handled, will not review or overturn operator or ADR decisions. Notwithstanding the foregoing, Niollo does not restrict a player's ability to contact the CGA directly with regard to malpractice, breach of licence conditions, or whistleblowing. The CGA may use such information to support its supervisory and enforcement actions.

4.0 Complaint Resolution Process

4.1 Timeline: Responsible Gaming Complaints

Complaints related to responsible gaming (e.g., targeting of Vulnerable Players; availability/timely implementation of self-exclusion or cooling-off; mandated consequences under the Responsible Gaming policy) are prioritised. Within two (2) days of receiving such a complaint, Niollo will:

- (i) confirm receipt in writing;
- (ii) explain the process; and
- (iii) provide notice of the average timeline for resolution.

Niollo uses best efforts to resolve these cases within five (5) business days. If more time is reasonably needed to make an informed decision, Niollo will inform the player; any delay will not exceed two (2) weeks. If a delay is due to lack of or slow response from the player, the period may be extended by no more than a further two (2) weeks.

4.2 Timeline: All Other Complaint Types

Within one (1) week of receiving a complaint, Niollo will:

- (i) confirm receipt in writing;
- (ii) explain the process; and
- (iii) provide notice of the average timeline for resolution.

Niollo will assess and respond within four (4) weeks. Where necessary due to complexity or lack of information, this period may be extended once by an additional four (4) weeks with prior written notice to the player.

4.3 Response and Final Determination

The player will receive a final determination in writing. The response will be either:

- (1) a reasoned final assessment of the outcome/resolution with supporting evidence as necessary; or
- (2) detailed reasons for not handling the complaint. If additional information is reasonably required to address the complaint fully, Niollo will request this within the initial four-week period. Should the complainant not provide the necessary information within that time, Niollo may reject the complaint;
- (3) if the player is unsatisfied with the resolution and makes a further complaint to that effect, Niollo will inform the player that they may escalate the matter to an independent ADR entity.

4.4 Use of Artificial Intelligence (AI)

Niollo may use AI tools for eligible routine complaints. Once a complaint has been identified as pertaining to Responsible Gaming, or where a complaint is reasonably considered complex, communications with the player will be conducted by a human, not AI. Any AI records used will be monitored to ensure reasonableness, quality of solution/recommendation, and consistency across like-for-like complaints.

5.0 Alternative Dispute Resolution (ADR)

In accordance with LOK licence conditions and the CGA ADR policy, Niollo offers independent ADR services via CGA-Certified ADR provider(s). Full details of the ADR process are included in the Terms and Conditions. Niollo will upload to the CGA Portal an agreement with at least one CGA-Certified ADR entity within one month of the official publication of the Certified ADR Providers list. If a complaint cannot be resolved internally, players are entitled to escalate the matter to an independent ADR provider free of charge; Niollo bears all ADR costs. Once an ADR process is completed it cannot be recommenced with another ADR entity. In the event a player drops out of an ADR process after it has begun, the player will not have the right to resurface the dispute in the future via ADR. To prevent abuse, Niollo may, subject to applicable civil law and CGA scrutiny, set proportionate parameters (e.g., whether ADR must precede legal action, the binding nature of ADR on the player, and minimum claim values). Niollo may seek independent legal advice before implementing such measures and the CGA will assess justifications case-by-case (e.g., low-value misuse vs serious RG matters).

6.0 Record-Keeping and Reporting

Niollo maintains a comprehensive Complaints Register and submits reports to the CGA on January 15 and June 15, summarising:

- (i) total number of complaints made;
- (ii) number of settled complaints (upheld and rejected);
- (iii) number of pending or unresolved complaints;
- (iv) number of complaints by category;
- (v) number referred to ADR; and
- (vi) number and detail of complaints for which a player has taken legal action.

Records of unresolved complaints and/or complaints escalated to ADR or legal proceedings are retained for five (5) years or the period mandated by data protection, statute of limitations, or other applicable laws or guidelines.

7.0 Terms and Conditions

Niollo will publish the Complaints procedure as a standalone link on its websites and clearly outline it in the Terms and Conditions. Information include:

- (i) links to customer service and contact methods;
- (ii) details of information required to make a complaint and links to the online and/or downloadable Complaint Submission Form;
- (iii) timelines for acknowledgement and resolution (Responsible Gaming vs other complaints);
- (iv) player rights to complain including explicit rights to ADR services and regulatory escalation to the CGA;
- (v) an explanation of the potential consequences of the applicable ADR entity's decision and how this affects the player's right to further legal or judicial recourse;
- (vi) details of the ADR process and player rights; and
- (vii) clear information that the CGA does not mediate individual disputes but may be contacted where the player believes Niollo is in breach of regulations.

8.0 Reasons for Complaint

Players have the right to make a complaint regarding any part of their relationship with the operator or any incident related to their 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 balances
- KYC and Verification
- Data Protection
- Technical or Software issues
- AML concerns
- Issues with minors
- Fraudulent games
- Fraudulent practices
- License or regulation

9.0 Communication channels

Players will be able to communicate via email with the operator through the addresses established on the websites

The received emails will be received by the Customer Service treated according to the current Complaint Procedure.