

ASPRO N.V.

Company No. 140802

PLAYER COMPLAINTS POLICY

License No. OGL/2024/565/0553

Registered address: Seru Loraweg 17 C, Willemstad, Curaçao

Website: <https://asprobet.com>; <https://linebet.com>; <https://xparibet.com>

Approved by: the Board of Directors



(SMES)

**Solutions for Management
and Employment Support N.V.**

Effective Date: 13/07/2026

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1. Policy Overview

This Player Complaints Policy (the "Policy") is adopted and published by Aspro N.V., a company incorporated under the laws of Curaçao with company registration number 140802 and licensed by the Curaçao Gaming Authority (CGA) under licence number OGL/2024/565/0553. The Company's registered office is located at Seru Loraweg 17 C, Willemstad, Curaçao.

This Policy establishes the Company's framework for handling player complaints and disputes in a transparent, fair, and efficient manner, in accordance with Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, LOK). Compliance with this Policy is a regulatory requirement under the LOK, and any failure to comply may be subject to the supervisory, monitoring, and enforcement measures of the Curaçao Gaming Authority.

The Policy ensures that players have access to a clear, accessible, and effective complaints and dispute resolution process, including free Alternative Dispute Resolution (ADR) services that are independent, impartial, and of a high standard.

The Company's complaints procedure is incorporated into and referenced in its Terms and Conditions and is also published as a standalone document accessible from both the website homepage and the registration page. Players acknowledge and accept this Policy either by providing explicit consent during registration (for example, by selecting a checkbox or accepting a pop-up notification) or by continuing to use the Company's services.

This Policy is based on the regulatory requirements of the LOK and does not amend, limit, or override any applicable provisions of private law, including, without limitation, the provisions of Book 6 of the Civil Code of Curaçao relating to general terms and conditions. Nothing in this Policy shall restrict or prejudice any rights or remedies available to players under applicable civil law.

2. Definitions

2.1 Player Interaction

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

2.2 Complaint

A written expression of dissatisfaction by a player relating to the Company's services, decisions, terms, or conduct, which indicates the player is unhappy and expects a response or resolution. For the purpose of the reporting requirements (Clause 6), a Complaint arises when a Complaint Submission Form (Clause 3.2) has been submitted by the player to the Company and/or a complaint has been escalated to ADR.

2.3 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 (such as an ADR provider or a court of law).

2.4 Player

Any individual who has successfully registered an account with the Company, completed the required identity verification and due diligence procedures, and engaged in one or more gaming activities offered on the Company's licensed platform.

2.5 Alternative Dispute Resolution (ADR)

An independent process, conducted by a CGA-certified body, providing an impartial review of Complaints between Players and the Company that remain unresolved following the Company's internal process. ADR services are provided to Players free of charge, with all associated costs borne by the Company.

2.6 Responsible Gaming Complaint

Any concern raised by a Player relating to the enforcement or effectiveness of responsible gaming measures, including self-exclusion tools, cooling-off periods, or any perceived failure to safeguard vulnerable individuals, as further described in the Company's Responsible Gaming Policy.

2.7 Technical Issue

Any malfunction, outage, or defect in the software, hardware, or systems operated by the Company that affects a Player's ability to access or participate in gaming activities via the Company's website, mobile applications, or other supported platforms.

2.8 Fraudulent Activity

Any deliberate act or omission intended to deceive, manipulate, or obtain an unfair advantage, including but not limited to account takeovers, the use of bots or automated scripts, bonus abuse, or the submission of falsified documentation.

2.9 Complaint Handler

A trained member of the Company's designated team responsible for receiving, investigating, and resolving Player Complaints in accordance with this Policy, acting with neutrality and in full compliance with applicable regulatory standards.

3. Complaint Submission Process

3.1 Complaint Window

This Policy applies to all players of the Company from the date on which the Company's license becomes effective.

Players may submit a complaint free of charge at any time within six (6) months of the settlement of the relevant bet or the incident of the event giving rise to the complaint.

For peer-to-peer (P2P) games (such as poker) and ante-post fixed-odds betting, the six-month complaint period commences on the date the bet is settled or the relevant event has concluded, rather than on the date the wager was placed.

In relation to complaints concerning in-running sports betting, players may submit a complaint within the six-month period specified above. However, players are encouraged to do so as soon as reasonably practicable, as the investigation of such complaints may rely on betting data that, due to the nature of in-running betting, may no longer be available after a limited period. The Company cannot reasonably be expected to retain such data beyond the period necessary to meet its legal, regulatory, or operational obligations.

3.2 Stages / Escalation of Complaint Resolution

1. Complaints can only be made by the registered player. Article 1.3(c) of the LOK provides that a player may not sell, donate, rent out, lease, pawn, or pledge, under any title, any of their claims against a CGA license holder.
2. In the first instance, the Company offers customer support via email and/or live chat.
3. An official Complaint Submission Form is available to the player. The form is either downloadable (to be completed and emailed or uploaded) and/or completed and submitted online. The form is available in English and in the language of the website/domain the player is using, and includes at a minimum: (i) the complainant's name, address, and place of residence; (ii) the complainant's account number (if applicable); (iii) the date of the complaint and the date of the disputed event; and (iv) a description of the conduct being disputed (using pre-determined category topics where applicable).
4. The Company may request supporting documentation reasonably required in the context of complaint resolution.
5. The Company offers an ADR option to players, subject to the requirements of Clause 5.
6. Except where mutually agreed under specific terms of ADR (Clause 5), the Company does not restrict the right of the player to take legal action.

3.3 Role of the CGA

1. It is the Company's responsibility to make the role of the CGA clear to the player in the Terms and Conditions.
2. The CGA will not resolve or make decisions on individual player complaints regarding gambling-related transactions on the Company's website(s).
3. Unless deemed to be inadequately handled, decisions made by the Company and/or the ADR provider will not be subject to review or overturning by the CGA.
4. The Company does not restrict the player's ability to contact the CGA directly regarding matters including, but not limited to, malpractice, breach of license conditions, or whistleblowing.

5. While the CGA does not mediate in individual disputes, it may use complaint information to support its supervisory and enforcement actions.

4. Complaint Resolution Process

4.1 Timeline: Responsible Gaming Complaints

Complaints related to responsible gaming are prioritised due to the potential impact on player well-being. A complaint is categorised as related to responsible gaming whenever it concerns the targeting of vulnerable players, the availability and/or timely implementation of self-exclusion and/or cooling-off, and the mandated consequences thereof as set out in the Responsible Gaming policy.

The Company uses best efforts to resolve such cases within five (5) business days. Within two (2) days of receiving the complaint, the Company will confirm receipt in writing, explain how the complaint will be processed, and provide notice of the average timeline for resolution.

If more time is needed to make a reasonable and informed decision, the player will be informed of the delay, which cannot exceed two (2) weeks. If the delay is due to a lack of, or a slow, response from the player, the resolution period may be extended by no more than a further two (2) weeks.

4.2 Timeline: All Other Complaint Types

The Company will assess and respond to all other complaints within four (4) weeks. If 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.

Within one (1) week of receiving the complaint, the Company will confirm receipt in writing, explain how the complaint will be processed, and provide notice of the average timeline for resolution.

4.3 Investigation, Response and Resolution

All Complaints are investigated thoroughly and impartially. This process involves:

- review of all relevant account information, transaction logs, system records, and communication histories;
- consultation with relevant internal departments (such as Customer Support, Compliance, and Technical Operations) to ensure a holistic understanding of the Complaint; and
- requests to the Player for any supplementary information required to advance the investigation.

The Complaint Handler ensures that investigations are conducted with diligence and transparency, and that Players receive reasoned decisions supported by evidence.

A player will always receive a final determination of their complaint in writing. The response will be either:

1. a reasoned final assessment of the outcome/resolution of the complaint, with supporting evidence where necessary or applicable;
2. detailed reasons for not handling the complaint (if additional information was reasonably required, the Company must have requested it within the initial four-week period; should the player not provide it within that period, the Company may reject the complaint); or
3. where the player remains unsatisfied and makes a further complaint to that effect, notice that they may escalate the matter to an independent ADR entity. The contact details of the relevant ADR provider(s) engaged by the Company will be provided.

4.4 Artificial Intelligence (AI)

The use of AI is permissible under this Policy subject to the following terms:

1. Once a player complaint has been identified as pertaining to Responsible Gaming (Clause 4.1), communications with the player will be conducted by a human, not AI.
2. Complaints that can reasonably be considered complex will be dealt with by a human, not AI.
3. AI records will be monitored to ensure that solutions/recommendations are reasonable and consistent across players with like-for-like complaints.

5. Alternative Dispute Resolution (ADR)

In order to comply with its license conditions under the LOK, the Company offers independent ADR services to its players in accordance with the CGA's ADR Policy. The Company has concluded an agreement and commenced cooperation with the CGA-certified ADR centre CADRE B.V. [License No. CGA/ADR/2025/01; postal address for correspondence: Scharlooweg 39, Curaçao].

1. Full details of the ADR process are included in the Company's Terms and Conditions.
2. The Company has uploaded to the CGA Portal an agreement with at least one CGA-Certified ADR entity within one month of the publication of the Certified ADR Providers on the official website.
3. If a complaint cannot be resolved internally, players are entitled to escalate the matter to the independent ADR provider free of charge. For the avoidance of doubt, the Company bears all costs of the ADR process.
4. Where a complaint is not resolved to the player's satisfaction a complaint is not resolved to the player's satisfaction and the complaint amount exceeds €500 [this threshold will remain in force only for as long as it is not objected to by the CGA], the matter may be escalated to CADRE B.V.

5. Once the ADR process is completed, it cannot be recommenced by either the player or the Company with a different ADR entity.
6. If the player drops out of the ADR process after it has already begun, the player does not have the right to resurface the dispute in the future.
7. Provision of ADR services by the Company is mandatory. Any parameters set to prevent abuse (such as whether ADR must be undertaken before legal proceedings, the binding nature of the ADR outcome, or a minimum claim value) are applied proportionately and in compliance with applicable civil legislation, following independent legal advice. Each case is assessed on its own merits; for example, a claim concerning the admission of a self-excluded person will be taken seriously regardless of the monetary value involved.

6. Record-Keeping and Reporting

The Company will submit reports to the CGA on 15 January and 15 June, based on complaints submitted since the previous reporting period by players using the Complaint Submission Form (the first reports being due in January 2026). Each report will summarise:

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

The Company will ensure transparency and compliance with ADR decisions and regulatory updates. Records of unresolved complaints and/or complaints escalated to ADR or legal proceedings will be kept for the lesser of five (5) years or the period stipulated by data protection, statute of limitations, or other relevant laws or guidelines. The CGA reserves the right to request access to records of complaints and pending disputes at any time.

7. Terms and Conditions

The complaints procedure statement is visible and accessible on the Company's website as a standalone link or document, and is also clearly outlined in the Terms and Conditions. The information provided includes, at a minimum:

1. links to customer service and information on how to contact the Company;
2. details of the information required for a player to make a complaint, with links to the online form and/or downloadable PDF/Word document;
3. timelines for responses and resolution;

4. player rights to complain, including explicit rights to ADR services and regulatory escalation;
5. an explanation of the potential consequences of the ADR entity's decision and how this affects the player's right to further legal and judicial recourse;
6. details of the ADR process and player rights;
7. contact information for the ADR provider, CADRE B.V.; and
8. clear information that the CGA does not mediate in individual disputes, but that a player who believes the Company is in breach of regulations may contact the CGA.

8. Reasons for Complaint

A player has the right to make a complaint regarding any part of their relationship with the Company, or any incident related to their participation in a game of chance. This includes, but is not limited to:

1. Deposit issues
2. Withdrawal issues
3. Bonus terms and conditions
4. Account closures or restrictions
5. Alleged errors or unfairness in game outcomes
6. Responsible gaming issues
7. Treatment of player balances
8. KYC and verification
9. Data protection
10. Technical or software issues
11. AML concerns
12. Issues with minors
13. Fraudulent games
14. Fraudulent practices
15. License or regulation

9. Governing Law and Jurisdiction

This Policy is governed by, and construed in accordance with, the laws of Curaçao. Any dispute arising from or in connection with this Policy that has not been resolved through the internal Complaints process or via ADR shall be subject to the courts of Curaçao, without prejudice to any right a Player may have to bring proceedings in their jurisdiction of residence under applicable law. Contact details for customer service and the ADR provider are set out in Clause 10 below.

10. Contact Information

Players wishing to raise a Player Interaction, submit a Complaint, or escalate a Dispute may reach the Company and its ADR provider through the following channels:

Complaints: info@asprobet.com; info@linebet.com; info@xparibet.com

Live Chat Support: Available 24/7 via the company's website at <https://asprobet.com>; <https://linebet.com>; <https://xparibet.com>

Complaint Submission Form: Accessible online at <https://asprobet.com>; <https://linebet.com>; <https://xparibet.com>

Alternative Dispute Resolution (ADR) — CADRE B.V.: License No. CGA/ADR/2025/01; postal address for correspondence: Scharlooweg 39, Curaçao; <https://cadre.online/>

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