

ORAKUM N.V.

PLAYER COMPLAINTS POLICY

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Board of Directors

		
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1. Overview of the Player Complaints Policy

This Player Complaints Policy (“Policy”) has been formally adopted and published by Orakum N.V., a private limited liability company incorporated under the laws of Curaçao, registered with company number 141651, and duly licensed by the Curaçao Gaming Control Board under license number OGL/2024/586/0786.

This Policy outlines a robust and comprehensive framework for the submission, handling, and resolution of Complaints raised by Players. It reflects Orakum N.V.’s ongoing commitment to ensuring the highest standards of fairness, transparency, and Player protection, in full alignment with Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de Kansspelen, LOK) and the regulatory guidance issued by the Curaçao Gaming Authority (CGA).

The Policy’s main purpose is to provide Players with access to a straightforward, impartial, and efficient process for resolving complaints. It ensures that all concerns raised by Players are addressed in a timely and equitable manner while safeguarding their right to escalate unresolved Complaints to an independent and cost-free Alternative Dispute Resolution (ADR) service, as required by Curaçao’s legal framework.

This Policy applies to every Player from the moment they create an account and engage with the gaming services provided by Orakum N.V. Acceptance of this Policy is confirmed either through explicit acknowledgment during account registration—such as checking a confirmation box or approving a pop-up prompt—or through continued use of the company’s platform.

The provisions within this Policy are designed to work alongside applicable private law obligations, including those found in Book 6 of the Civil Code of Curaçao, which govern general terms and conditions. Nothing herein shall diminish or override any rights afforded to Players under civil law.

2. Definitions

For the purposes of this Player Complaints Policy, the following terms shall have the meanings set out below:

Player

A Player refers to any natural person who has successfully created an account with Orakum N.V., completed all mandatory identity verification and customer due diligence processes as required under regulatory standards, and engaged in one or more gaming activities offered via the company’s licensed platform.

Complaint

A Complaint means any written communication submitted by a Player expressing dissatisfaction with any aspect of Orakum N.V.’s services, decisions, operations, or contractual terms, in which the Player seeks a formal response, clarification, or corrective action from the company.

Dispute

A Dispute arises where a Complaint has not been resolved to the Player's satisfaction after the conclusion of the company's internal complaints procedure and has subsequently been escalated to an independent Alternative Dispute Resolution (ADR) entity or, if applicable, to a competent court of law.

Alternative Dispute Resolution (ADR)

Alternative Dispute Resolution (ADR) refers to a neutral and independent process conducted by an entity certified by the Curaçao Gaming Authority (CGA) for the purpose of reviewing and resolving unresolved Complaints between Players and Orakum N.V. These ADR services are provided at no cost to the Player, with all expenses covered entirely by the company.

Responsible Gaming Complaint

A Responsible Gaming Complaint includes any concern raised by a Player regarding the implementation or enforcement of responsible gambling measures. This may relate to the timely execution of self-exclusion or cooling-off requests or any alleged failure to protect vulnerable individuals in line with Orakum N.V.'s Responsible Gaming Policy.

Technical Issue

A Technical Issue refers to any malfunction, failure, or disruption within Orakum N.V.'s software, hardware, or systems that negatively impacts a Player's ability to access or participate in gaming activities, whether through desktop, mobile devices, or other supported platforms.

Fraudulent Activity

Fraudulent Activity includes any act, omission, or scheme intended to mislead, defraud, or gain an unfair advantage within the scope of the company's gaming services. Examples include, but are not limited to, unauthorized account access, use of automated tools or bots, exploitation of bonuses, or submission of falsified identification or verification documents.

Complaint Handler

The Complaint Handler means the designated individual or team within Orakum N.V. tasked with receiving, investigating, and resolving Player Complaints in line with this Policy. All Complaint Handlers are trained in regulatory compliance and are required to act impartially and professionally throughout the resolution process.

3. Complaint Submission Process**3.1 Timeframe for Submitting a Complaint**

Players of Orakum N.V. may file a Complaint within six calendar months from the date of bet settlement, the occurrence of the relevant incident, or the conclusion of the gaming event to which the Complaint pertains. This timeframe applies uniformly across all gaming services offered by the company, including peer-to-peer games such as poker, ante-post fixed odds betting, and live in-play sports markets.

For in-play betting markets, where outcomes depend on rapidly changing data, Players are strongly encouraged to raise their Complaints at the earliest opportunity. This reflects the

reality that certain data points may not remain available indefinitely due to their dynamic nature, and Orakum N.V. cannot reasonably be expected to retain such information beyond its standard data retention policies.

3.2 Submitting a Complaint

To maintain fairness and procedural consistency, only Players who are registered with Orakum N.V. may lodge a Complaint. All Complaints must be submitted using the official Complaint Submission Form provided by the company, available in the following formats:

- A downloadable PDF or Word document from Orakum N.V.'s website, which can be completed and sent via email (or)
- An interactive online form that may be filled out and submitted directly through the Player's account dashboard.

The Complaint Submission Form requires Players to provide, at a minimum, the following details:

- Full legal name, residential address, and Player account identifier (if applicable).
- The date of submission and the date of the event or decision that gave rise to the Complaint.
- A comprehensive description of the issue, supported where possible by relevant documents or evidence.
- Selection of the appropriate Complaint category from a predefined list (e.g., deposit issues, withdrawal disputes, technical malfunctions, Responsible Gaming concerns).

Players should also note that Orakum N.V. may request additional information or documentation where necessary to conduct a full and impartial investigation. Such requests will be proportionate to the complexity and specifics of the Complaint.

3.3 The Role of the Curaçao Gaming Authority (CGA)

Players are reminded that the Curaçao Gaming Authority does not handle individual disputes between Players and licensed operators. Instead, the CGA acts in a supervisory capacity, analyzing aggregated Complaint data to monitor licensee compliance and enforce regulatory standards.

That said, Players maintain the right to contact the CGA directly if they suspect Orakum N.V. of regulatory non-compliance, malpractice, or breaches of licensing obligations. The company will not hinder or restrict any Player from escalating such concerns to the regulator.

4. Complaint Resolution Process

4.1 Prioritization of Complaints

Orakum N.V. ensures that all Complaints received are systematically recorded and evaluated to establish their priority level. Complaints involving Responsible Gaming—such as instances where self-exclusion measures were not implemented properly or concerns about potential targeting of vulnerable individuals—are given precedence for expedited handling due to their potential impact on Player well-being.

For Responsible Gaming Complaints, the company endeavors to issue a final response within five business days. In exceptional circumstances, where complexities in the case or external factors necessitate additional time, this timeframe may be extended by a maximum of two additional weeks.

All other categories of Complaints will be addressed in the sequence they are received. The standard target resolution period is four weeks. However, for Complaints requiring extensive investigation or involving particularly complex issues, this period may be extended once by up to an additional four weeks, provided Players are informed of such an extension and the reasons for it.

4.2 Acknowledgment of Receipt

Once a Complaint is received, Orakum N.V. will send a formal written acknowledgment to the Player within the following timeframes:

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

The acknowledgment will include:

- Confirmation of receipt and assignment of a unique reference number to track the Complaint.
- A clear description of the investigation and resolution steps that will follow.
- An estimated timeframe for resolution, including details about possible extensions and the conditions under which they may apply.

4.3 Investigation and Resolution

Every Complaint will undergo a thorough and impartial investigation. This process includes:

- Reviewing all relevant Player account information, transaction histories, system logs, and communications.

- Coordinating with internal departments such as Customer Support, Compliance, and Technical Operations to achieve a complete understanding of the issue.
- Requesting additional information or supporting documents from the Player if needed to enable a full and fair investigation.

The designated Complaint Handler will oversee the investigation, ensuring that it is conducted with transparency, diligence, and fairness. At the conclusion of the investigation, the Player will receive:

- A detailed written explanation outlining the findings and outcome, with supporting evidence where applicable.
- Clear guidance on how to escalate the matter to an Alternative Dispute Resolution (ADR) provider if the Player is dissatisfied with the resolution provided.
- Contact details for the ADR provider(s) engaged by Orakum N.V.

4.4 Use of Artificial Intelligence (AI)

Orakum N.V. may utilize artificial intelligence tools to assist in certain aspects of complaint handling, such as categorizing cases or identifying recurring patterns. However, in the following situations, human oversight remains mandatory:

- Complaints related to Responsible Gaming concerns.
- Cases deemed complex or involving sensitive financial or personal information.

Any resolutions that have been supported by AI tools will undergo human review to ensure that outcomes are fair, accurate, and fully compliant with applicable regulatory standards, thereby safeguarding Player rights throughout the process.

5. Alternative Dispute Resolution

5.1 Access to ADR Services

In cases where a Player remains dissatisfied after completing Orakum N.V.'s internal complaints procedure, they have the right to escalate their Complaint to an independent Alternative Dispute Resolution (ADR) provider. These ADR services are provided to Players at no cost, with all related expenses fully covered by Orakum N.V., in strict adherence to the company's licensing and regulatory obligations.

5.2 Binding Nature of ADR Decisions

Once the ADR process has concluded and a final decision has been rendered by the accredited ADR provider, neither the Player nor Orakum N.V. may reinitiate the same matter with another ADR entity. However, Players maintain the right to pursue legal remedies

through the relevant judicial system if the ADR decision is not binding under applicable private law provisions.

5.3 Safeguards Against Misuse of ADR

To preserve the integrity and proper functioning of the ADR process, Orakum N.V. may, following consultation with legal counsel, establish reasonable conditions for ADR referrals. These may include minimum claim amounts or other criteria designed to prevent misuse of the process. Such measures will always be implemented in a fair and proportionate manner, in full compliance with civil law, and remain subject to oversight by the Curaçao Gaming Authority.

6. Record-Keeping and Reporting

6.1 Maintenance of Records

Orakum N.V. acknowledges its regulatory obligation under the laws of Curaçao to maintain comprehensive, accurate, and securely stored records of all Complaints submitted by Players. These records include, but are not limited to:

- Copies of all Complaint Submission Forms received, whether provided electronically or in physical format.
- All correspondence exchanged between Players and the company's representatives throughout the complaint resolution process.
- Internal investigation reports and supporting documents, such as account activity logs, transaction histories, and technical reports where applicable.
- Documentation of any referrals or escalations to ADR providers, as well as records of legal proceedings initiated by either party.

All such records are retained for a minimum period of five years from the date of the final resolution of each Complaint, unless a shorter retention period is required under applicable data protection laws, statutes of limitation, or other legal provisions. Orakum N.V. ensures that its data retention policies are fully compliant with Curaçao's regulatory standards and all relevant privacy legislation.

6.2 Reporting to the Regulatory Authority

In addition to internal recordkeeping obligations, Orakum N.V. prepares and submits detailed biannual reports to the Curaçao Gaming Authority (CGA). These reports, due by January 15th and June 15th of every calendar year, include:

- The total number of Complaints received from Players during the reporting period.

- A detailed breakdown of resolved Complaints, specifying how many were upheld in favor of the Player and how many were dismissed.
- The number of Complaints that remain pending or unresolved at the end of the reporting period.
- Categorization of Complaints by type, including technical issues, payment disputes, and Responsible Gaming-related concerns.
- The number of Complaints escalated to ADR and the outcomes of those escalations.
- Information regarding any legal actions initiated by Players against the company.

The CGA reserves the right to request access to Complaint records at any time to support its supervisory responsibilities. Orakum N.V. will provide full cooperation and ensure the requested information is delivered promptly and in the format specified by the regulator.

7. Incorporation into Terms and Conditions

This Complaints Policy is an integral component of Orakum N.V.'s Terms and Conditions and is made available to Players in a clear, prominent, and easily accessible format.

To ensure transparency and facilitate ease of access, Orakum N.V. employs the following measures:

- The complete Complaints Policy is published as a standalone document and can be accessed via a prominently placed link on the company's homepage, registration page, and within the Player account dashboard.
- A concise summary of the complaints procedure is included in the Terms and Conditions, supplemented by direct hyperlinks leading to the full Policy document for comprehensive reference.
- Players are required to explicitly acknowledge and accept the Complaints Policy during the account registration process. This acknowledgment is obtained through mechanisms such as a mandatory confirmation checkbox or a pop-up notification, ensuring that informed consent is secured prior to engaging with the company's services.

Additionally, the Terms and Conditions provide:

- A clear description of the complaint submission process, including expected timeframes for resolution.
- Details of the Player's right to escalate unresolved Complaints to an independent Alternative Dispute Resolution (ADR) provider and the ability to seek further legal

remedies in accordance with applicable laws.

- A statement clarifying that while the Curaçao Gaming Authority (CGA) does not intervene in individual disputes, Players retain the right to contact the CGA regarding regulatory non-compliance or breaches of licensing obligations.

8. Grounds for Filing a Complaint

Players of Orakum N.V. are entitled to raise Complaints regarding any aspect of their engagement with the company's gaming and betting services. The following list provides common examples of issues for which a Complaint may be submitted, though it is not exhaustive:

- **Deposit Issues** – Problems such as delays, errors, or failures in crediting deposits to Player accounts.
- **Withdrawal Issues** – Disputes over withdrawal requests, including processing delays, denials, or partial payments.
- **Bonus Terms and Conditions** – Concerns about the fairness, clarity, or application of promotional offers and bonus requirements.
- **Account Closures or Restrictions** – Allegations of unjustified suspensions, closures, or restrictions imposed on Player accounts.
- **Game Fairness** – Issues involving software malfunctions, system errors, or outcomes that Players believe are unfair.
- **Responsible Gaming Concerns** – Complaints relating to failures in implementing or honoring self-exclusion, cooling-off periods, or other responsible gambling safeguards.
- **KYC and Verification Procedures** – Concerns regarding delays, difficulties, or perceived unfairness in identity verification and due diligence processes.
- **Data Protection and Privacy** – Issues relating to the handling, storage, or security of Players' personal information.
- **Technical or Software Malfunctions** – Problems with accessing or using the platform due to system performance or user interface failures.
- **Fraudulent Activities** – Allegations of fraudulent conduct by third parties or by the operator itself.
- **Minors' Access** – Reports of underage individuals gaining unauthorized access to the gaming services.

- **License or Regulatory Breaches** – Suspected violations of licensing requirements or non-compliance with Curaçao’s regulatory framework.

Players are encouraged to provide detailed information and supporting documentation when submitting a Complaint to facilitate a prompt and comprehensive investigation.

9. Governing Law and Jurisdiction

This Complaints Policy is governed by and shall be construed in accordance with the laws of Curaçao. Any legal disputes arising from or relating to this Policy that are not resolved through Orakum N.V.’s internal complaints process or via Alternative Dispute Resolution (ADR) shall be subject to the exclusive jurisdiction of the competent courts of Curaçao.

This provision does not restrict the rights of Players to initiate legal proceedings in their country of residence where such rights are provided under applicable local legislation.

10. Contact Information

Players who wish to submit a Complaint or seek further information may contact Orakum N.V. using any of the following channels:

- **General Enquiries:** support@1xslot.com & support-en@jvspinbet.com
- **Complaints Department:** complaints@1xslot.com & complaints@jvspinbet.com
- **Live Chat Support:** Available 24/7 via the company’s website at <https://1xslot.com/> & <https://jvspin.com/>
- **Complaint Submission Form:** Accessible online at <https://1xslot.com/> & <https://jvspin.com/>
- **Alternative Dispute Resolution (ADR):** Information available at <https://1xslot.com/> & <https://jvspin.com/>
- **Curaçao Gaming Authority:** <https://www.gamingcontrolcuracao.org/>