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Swivel B.V.
Player Complaints Policy
Version 1.0

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1. Definitions

“ADR”	Alternative Dispute Resolution;
“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business
“CGA”	Curaçao Gaming Authority;
“Company”	means Swivel B.V. (company number 164460, registered address Kaya Richard J. Beaujon Z/N, Willemstad, Curaçao) which is a holder of license number OGL/2024/634/0590 from the CGA
“Complaint”	means a written expression of dissatisfaction by a player regarding the Company’s services, decisions, terms, or conduct, where the player reasonably expects a response or resolution. For reporting, a complaint is counted when a Complaint Submission Form is submitted or the matter is escalated to ADR;
“Complaint Policy”	means the Company’s settlement of complaints policy, available within the company’s Terms and Conditions;
“Complaint Reference”	means a unique number assigned to a Complaint that will be used to track that Complaint;
“Disputes”	those complaints that are about the customer’s gambling transaction (including management of the transaction) and have not been resolved at the first stage of the Company’s complaints procedure. For example, disputes may include those linked to the application of bonus offers or to other terms and conditions, account management, or the ability to access funds and winnings.
“External Resolution”	means the referral of a Complaint to the ADR for resolution by a Customer if that Customer is not satisfied with the outcome of this Complaints Handling Procedure;
“LOK”	means the National Ordinance of the 20th of December 2024 Containing Rules concerning Games of Chance (National Ordinance on Games of Chance) (PB 2024, no. 157).
“Player”	means a player of the Company’s and includes potential players who are yet to deposit on the site;
“Recommendation”	Means the recommended resolution to a Complaint made by the staff member handling a Complaint.

2. Policy Overview

This Player Complaints Policy establishes the procedures for handling complaints and disputes raised by players to the Company. It ensures a transparent, fair, and timely process, in accordance with Article 5.3 of the LOK. Compliance with this Player Complaints Policy is mandatory under the LOK and subject to supervision, monitoring, and enforcement by the CGA.

The Policy guarantees that all players have access to a clear and effective complaints and dispute resolution system, which includes the provision of independent and cost-free ADR services.

While this Policy is grounded in the requirements of the LOK, it does not override any applicable provisions of civil law, including but not limited to Book 6 of the Civil Code of Curaçao, which governs general terms and conditions.

3. Complaint Submission Process

3.1. Eligibility and Timeframe

All players are entitled to file a complaint at no cost within six months of the event or the settlement of the bet in question.

For peer-to-peer games (e.g., poker) or ante post fixed-odds betting, this six-month period begins from the date of bet settlement or conclusion of the relevant event. In cases involving in-running sports betting, players are advised to file complaints promptly, as specific data needed for review may become unavailable after a short time. The Company is not obligated to retain such data beyond what is reasonable.

3.2. Role of the CGA

The CGA does not intervene in individual disputes between players and operators. However, players may report suspected regulatory breaches to the CGA. The CGA may use such reports for supervision or enforcement actions but will not review or overturn operator or ADR decisions unless mishandling is evident.

3.3. Steps in the Complaint Resolution Process

Only the registered account holder may submit a complaint. Article 1.3(c) of the LOK prohibits transferring any claims against a licensed operator.

In the first instance, players must contact the Company's customer support via email or live chat.

A Complaint Submission Form shall be made available either as a downloadable document and/or as a fully online submission form accessible through the website. The official Complaint Submission Form must be completed, including:

- Player's name and address
- Account number (if applicable)
- Dates of the complaint and the incident
- Description of the issue, using predefined categories

The Form must be available in English and the primary language of the website. The Company may reasonably request supporting documents relevant to the issue.

4. Complaint Resolution Process

4.1. Responsible Gaming Complaints

Complaints involving responsible gaming are given high priority due to their potential impact on player well-being. These include cases involving vulnerable players, failures in applying self-exclusion, or delays in implementing cooling-off periods.

- The Company will make every effort to resolve these within five business days.
- Within two business days of receipt, the Company will:
- Acknowledge the complaint in writing
- Explain the steps of the resolution process
- Provide estimated timelines for a final response

If additional time is required, the player must be informed. The delay may not exceed two weeks unless caused by a delay in the player's response, in which case an extension of up to two additional weeks is permitted.

4.2. Other Complaint Types

Complaints unrelated to responsible gaming will be resolved within four weeks. In complex cases, this period may be extended once by up to four additional weeks with written notice to the player. Within one week of receiving the complaint, the Company must:

- Confirm receipt in writing
- Explain how the complaint will be handled
- Provide an expected resolution timeline

4.3. Final Determination

All complainants will receive a final written outcome. This may include:

- A reasoned decision including any applicable evidence.
- Justification for not proceeding with the complaint if it cannot be handled.
- Guidance on how to escalate the complaint to an independent ADR provider if the player remains unsatisfied.

If a response requires additional information from the player, it must be requested within the initial four-week period. If the player fails to respond in time, the Company may close the complaint.

4.4. Use of Artificial Intelligence (AI)

AI may be used in complaint handling only under the following conditions:

- Human representatives must handle complaints related to responsible gaming.
- Complex or sensitive complaints must be reviewed by a human.
- AI-generated recommendations must be regularly reviewed for fairness and consistency.

5. Alternative Dispute Resolution

The Company is committed to offering access to independent ADR services, as detailed in the Terms and Conditions.

- If a complaint remains unresolved, players may escalate it to a certified ADR entity at no cost.
- Once an ADR decision is made, neither party may refer the same complaint to another ADR provider.
- If a player withdraws from the ADR process after it has begun, the complaint is considered closed and cannot be reopened.

All costs associated with the ADR process shall be borne exclusively by the Company.

The Company maintains an agreement with at least one CGA-certified ADR provider and has uploaded such agreement to the CGA Portal in accordance with regulatory requirements.

6. Record-Keeping and Reporting

6.1. Reporting Duties

The Company must report to the CGA twice annually, on January 15 and June 15, beginning in January 2026. Reports must include:

- Total complaints received
- Number resolved (upheld or dismissed)
- Number pending or unresolved
- Categorization of complaints
- Cases referred to ADR
- Legal actions initiated by players.

6.2. Record Keeping

Records of unresolved complaints and those escalated to ADR or court must be retained for up to five (5) years or as otherwise required under applicable data protection and civil laws.

The CGA may request access to complaint records at any time and the Company shall cooperate without any undue delay.

7. Terms and Conditions Integration

The Complaints Procedure is clearly outlined within the Company's Terms and Conditions and is also made available as a standalone document accessible via the website.

The Terms and Conditions include full details of the ADR process and contact information for the certified ADR provider(s).

8. Reasons for Complaint

Players may file complaints related to any interaction with the Company or gaming experience, including (but not limited to):

- Deposit or withdrawal issues
- Bonus terms
- Account restrictions or closures
- Alleged game fairness
- Responsible gaming failures
- Handling of player balances

- Verification and KYC
- Data protection breaches
- Technical malfunctions
- AML/CTF concerns
- Underage gambling
- Suspected fraud
- Regulatory non-compliance
- Unfair contract terms