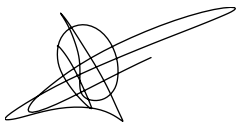


BMbit N.V.

Player Complaints Policy

V 2.0 Effective Date: 12.12.2025 approved by Derek Hendriks



Next Review Date: 12.12.2026*

*The policy shall be reviewed at least once every year or earlier, where triggered by material change (e.g. significant process/system change, or regulatory/supervisory update).

Version Control

Date	Author	Version	Description
01.07.2025	Jean Noel Azzopardi	1.0	Initial version
12.12.2025	Jean Noel Azzopardi	2.0	Restructured, added and amended details to meet the latest regulatory requirements.

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1. Policy Overview and Purpose

The purpose of this Player Complaints Policy is to set out a clear, transparent and effective framework for how BMbit NV (the “Company”) receives, handles and resolves player complaints and disputes relating to the services offered on its websites.

This Policy is designed to:

1) Ensure Compliance with Curaçao Law

Align Company’s complaints and dispute-resolution processes with the requirements of Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, “LOK”) and any further rules, policies and guidelines issued by the Curaçao Gaming Authority (“CGA”) from time to time. Recognize that adherence to this Complaints Policy is a regulatory requirement under the LOK and that any failure to comply may be addressed by the CGA in accordance with its supervision, monitoring and enforcement procedures.

2) Provide Players with a Fair and Accessible Process

Guarantee that players have access to a straightforward, fair and efficient complaint and dispute-resolution process. Ensure that players are informed, in a clear and easily accessible manner, of all stages of complaint resolution, including internal review by Company and escalation options. Provide access to free Alternative Dispute Resolution (ADR) services, through an independent, third-party ADR provider, which prioritise quality, impartiality and independence.

3) Integrate with Company’s Terms and Conditions and Internal Procedures

Confirm that this Complaints Policy is incorporated by reference into Company’s Terms and Conditions and forms an integral part of the contractual relationship between Company and its players. Permit Company, at its discretion and in accordance with applicable private law, to require players to explicitly acknowledge and accept this Complaints Policy (for example, via a tick box, pop-up or email confirmation) and/or to include such acceptance as part of the registration process. Support Company’s internal governance by providing clear guidance to staff on how complaints must be logged, assessed, escalated and resolved, including when and how disputes are referred to ADR.

4) Preserve Players’ and Company’s Rights Under Private Law

Clarify that this Complaints Policy is based on regulatory requirements under the LOK and does not affect or override applicable rules of private law, including (without limitation) the provisions of Book 6 of the Civil Code of Curaçao concerning general terms and conditions. Emphasize that the Company remains responsible for ensuring that its complaints procedures and Terms and Conditions comply with all relevant civil-law obligations and that players’ statutory rights remain unaffected.

2. Definitions

Player Interaction

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

Complaint

A Complaint is 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 Reporting requirements (Clause 6. Record-Keeping and Reporting) a complaint is when a Complaint Submission Form (Clause 3.2. Stages/Escalation of Complaint Resolution) has been submitted by the player to the Company and/or a complaint has been escalated to ADR.

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 (e.g. an ADR provider or court of law).

3. Complaint Submission Process

3.1. Complaint Window

This Player Complaints Policy applies to all registered players of the Company from the date on which the Company's licence under LOK is issued and remains applicable for as long as the player maintains an account with the Company.

Players may lodge a complaint free of charge at any time up to six (6) months from:

- the settlement of the bet, or
- the incident or event about which they are making a complaint,

whichever is applicable.

The Company does not offer peer-to-peer (P2P) games. However, in the case of P2P games (such as poker) are offered in the future, or ante post fixed odds betting, the six-month period starts from the conclusion of the specific event or the settlement of the bet, rather than the date on which the wager was placed.

In the case of complaints about in-running (live) sports betting, players may submit a complaint within six months as above; however, players are expressly advised that prompt action may be necessary where investigation depends on data specific to the complaint which, due to the nature of in-running betting, may no longer be available after a short period, insofar as the Company cannot reasonably be expected to preserve such data any longer.

3.2. Stages / Escalation of Complaint Resolution

Complaints may only be made by the registered player, whose details are registered with the Company. In line with Article 1.3(c) LOK, a player is not allowed to sell, donate, rent out, lease, pawn or pledge, under any title, any of their claims against the holder of a gaming licence from the CGA.

Initial contact – Customer Support

In the first instance, players must contact the Company's Customer Support via:

- any live chat or support channel made available on every page of www.betmaster.bet

Complaint Submission Form

a. Where a matter cannot be resolved through initial customer support interactions, the player will be asked to submit a Complaint via e-mail complaints@betmaster.bet. If the player has not managed to resolve the matter and we have provided the deadlock e-mail to close the internal complaint procedure, the player can complete the form for the next stage of complaint resolution, utilising alternative dispute resolution services by completing the form, which made available as an online form that can be fully completed and submitted via the [website](#).

b. The form will be made available in English and in any other language(s) of the website/domain that the player is using.

Within any complaint resolution process, the player may be requested to provide supporting documentation or information (for example, screenshots, bank statements relating to specific transactions, correspondence history, etc.) where this is reasonably required to investigate and resolve the complaint. Any additional information requested will be reasonable and proportionate in the context of complaint resolution.

ADR Option

The Company will offer players access to an Alternative Dispute Resolution (ADR) option, provided by an independent third-party ADR body, certified by the CGA, as further detailed in the ADR section of this Policy and the Terms and Conditions ("T&C"). Access to ADR will be provided free of charge to the player. Except where the player and the Company mutually agreed to submit a dispute to ADR on a final and binding basis under specific ADR terms, the Company will not restrict the player's right to initiate legal proceedings in a competent court or to seek other forms of binding dispute resolution permitted by applicable law.

3.3. Role of the Curaçao Gaming Authority (CGA)

The Company will make the role of the CGA clear to players in its T&C and in this Policy.

The CGA will not resolve or adjudicate individual player complaints regarding gambling-related transactions on the Company's website(s), unless the CGA deems that a complaint has been inadequately handled by the Company and/or the ADR provider, decisions made by the Company and/or ADR provider will not be subject to review or overturning by the CGA.

However, the Company does not and will not restrict the player's ability to contact the CGA directly in relation to matters including, but not limited to, alleged malpractice, breach of licence conditions, regulatory misconduct, or whistle-blowing.

While the CGA does not mediate or decide individual disputes between players and the Company, it may use information received from players to support its supervisory, monitoring and enforcement activities.

4. Complaint Resolution Process

4.1. Timeline: Responsible Gaming Complaints

Complaints that relate to Responsible Gaming will be prioritised due to their potential impact on player well-being. A complaint will be treated as a Responsible Gaming complaint where it concerns, for example:

- the targeting or treatment of Vulnerable Players;
- the availability, effectiveness and/or timely implementation of self-exclusion and/or cooling-off measures; and
- the mandated consequences of such measures as described in the Company's Responsible Gaming Policy.

The Company will use its best efforts to resolve Responsible Gaming complaints within five (5) business days.

Within two (2) business days of receiving a Responsible Gaming complaint, the Company will:

- confirm receipt of the complaint in writing (for example, by e-mail to the registered e-mail address);
- provide a brief explanation of how the complaint will be processed; and
- provide an indication of the expected timeline for resolution of the complaint.

If the Company requires additional time to reach a well-founded and informed decision, players will be notified of the delay. Such delay will not exceed two (2) weeks, unless the delay is directly attributable to a lack of, or slow, response from the player.

Where the delay is due to the player's failure to supply requested information or documentation, the overall resolution period may be extended by no more than an additional two (2) weeks.

4.2. Timeline: All Other Complaint Types

For all other complaints not primarily related to Responsible Gaming, the Company will assess and respond to the complaint within four (4) weeks of receipt. The Company's internal target is to resolve such complaints within twenty (20) business days, subject to verification and compliance checks and to the player providing timely responses to any reasonable requests for additional information.

If necessary, due to the complexity of the case or a lack of information, this four-week period may be extended once by an additional four (4) weeks. In such cases, the Company will provide prior written notice to the player.

Within one (1) week of receiving a complaint (other than a Responsible Gaming complaint, which follows the tighter timeframe in Clause 4.1), the Company will:

- confirm receipt of the complaint in writing;
- provide an explanation of how the complaint will be processed; and

- provide information on the average timeline and indicative steps for the resolution of such a complaint.

4.3. Response and Resolution

The player will always receive the Company's final determination in writing (e.g., via e-mail to the e-mail address registered on the player's account).

The written response will be one of the following:

- A reasoned final assessment of the outcome and resolution of the complaint, including supporting evidence where necessary or appropriate; or
- A statement setting out detailed reasons for not handling or rejecting the complaint.

If additional information is reasonably required to address the complaint fully, the Company must have requested this information within the initial four-week period. Should the complainant fail to provide the necessary information within that period, the Company may reject the complaint and will inform the player accordingly.

If the player indicates that they are unsatisfied with the final resolution and submits a further complaint to that effect, the player will be informed that they may escalate the matter to the independent ADR provider, in accordance with the ADR section of this Policy.

The Company aims, where reasonably possible, to settle all disputable situations out of court through its internal complaint handling process and, where applicable, ADR. This is without prejudice to the player's right to take legal action, except where the player has expressly agreed to submit a dispute to ADR on a final and binding basis under separate ADR terms.

4.4. Use of Artificial Intelligence (AI)

The Company may use AI tools to assist in the initial customer support interactions, however, the handling and categorisation of complaints will be dealt with by a human.

5. Alternative Dispute Resolution (ADR) Policy

5.1. General ADR Obligation

In order to comply with its licence conditions under LOK, the Company offers independent ADR services to its players in accordance with the applicable ADR Policy issued by the CGA.

Full details of the ADR process, including the identity and contact details of the ADR provider, the scope of disputes that may be referred, the applicable timelines, and the legal consequences of using ADR, are included in both this Player Complaints Policy and the Terms and Conditions of the Company.

5.2. ADR Provider – eCOGRA

The ADR organisation made available to all players of the Company is:

eCOGRA Limited, trading as eCOGRA, a company registered in the United Kingdom with registration number 04690117, having its registered office at:

2/F Berkeley Square House, Berkeley Square, London, United Kingdom, W1J 6BD.

eCOGRA acts as an independent, third-party ADR service provider and is duly authorised and eligible to handle customer complaints related to gambling in accordance with the ADR Policy recognised by the CGA.

The Company will ensure that a valid agreement with at least one CGA-certified ADR entity (including eCOGRA) is uploaded to the CGA Portal within one (1) month of such ADR provider being listed on the CGA's official website, and kept up to date thereafter.

5.3. Accessing ADR and Scope of Disputes

If a complaint cannot be resolved internally through the process described in Sections 3 and 4, the player is entitled to escalate the matter to eCOGRA as an independent ADR provider.

A player who is unsatisfied with the final response or resolution provided by the Company may refer the dispute to eCOGRA by:

- completing the Online Dispute Resolution Form made available by eCOGRA; or
- sending an e-mail to complaints@ecogra.org

The ADR service is provided to the player free of charge and must relate to one of the following:

- Outcome of the customer's gambling transaction;
- Application of bonus offers;
- Payments;
- Account management;
- Ability to access funds;
- Ability to access winnings.

The player is encouraged to familiarise himself/herself with the ADR Policy of eCOGRA, available on eCOGRA's website, before submitting a dispute.

5.4. ADR Timelines and Process

The ADR process is expected to take no more than ninety (90) days from the initial referral of the dispute to eCOGRA through to its completion, provided that both the player and the Company supply all information and documentation reasonably required in a timely manner.

During the ADR process, the Company will cooperate fully with eCOGRA by providing all relevant information and records reasonably requested, subject to applicable data-protection and confidentiality requirements.

5.5. Final and Binding Nature of ADR

The decision or award issued by eCOGRA in respect of a dispute properly submitted to it shall be final and binding on both the player and the Company.

By voluntarily referring a dispute to eCOGRA for ADR, both the player and the Company expressly agree that:

- The award or decision of the ADR (eCOGRA) in respect of a dispute properly submitted to it is final and binding on both Parties.
- By referring a dispute to ADR, the Parties agree that the dispute will be finally resolved through the ADR process.

Once the ADR process in relation to a specific dispute has been completed, it cannot be recommenced by either the player or the Company with a different ADR provider.

5.6. Player Drop-Out from ADR

If the player withdraws from, fails to cooperate with, or otherwise drops out of the ADR process after it has begun, the ADR provider may close the case and issue notice to that effect.

In such circumstances, the player will not have the right to resurface or re-submit the same dispute in the future, whether to the same ADR provider, a different ADR provider or the Company, except where mandatory law provides otherwise.

5.7. ADR as Mandatory Service

Provision of ADR services by the Company is mandatory under the LOK. However, if the player chooses to submit a dispute to ADR, the final and binding nature of the outcome described in Clause 5.5 applies.

Where a complaint concerns the admission or treatment of a self-excluded person or other Responsible Gaming matters, the Company will treat the dispute with appropriate seriousness and care, regardless of the monetary value involved.

6. Record-Keeping and Reporting

The Company shall submit reports to the CGA on 15 January and 15 June of each year, starting 15 January 2026, based on complaints submitted to the Company since the previous reporting period through the Complaint Submission Form.

Each report will summarise:

- a. Total number of complaints made.
- b. Total number of settled complaints (upheld and rejected).
- c. Number of pending or unresolved complaints.
- d. Number of complaints by category.
- e. Number referred to ADR.
- f. 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.

ADR service providers engaged by the Company, will have their own reporting obligations towards the CGA in accordance with the CGA ADR Policy.

Records of unresolved complaints and/or complaints that have been escalated to ADR or legal proceedings will be kept for the lesser of five years or the relevant time stipulated by data protection, statute of limitations or other relevant laws or guidelines.

The Company will provide CGA an access to records of complaints received as well as any disputes that are pending resolution within a reasonable timeframe, subject to applicable data-protection and confidentiality obligations.

7. Terms and Conditions

The complaints procedures and its key elements will be made clearly visible and easily accessible in the T&C on the Company's websites.

The information made available in the T&C and on the website will include:

- 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 in the direct link to the online Complaint Submission Form.
- 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 relevant ADR entity's decision, and the manner in which this will affect 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.
- 8) Clear information that the CGA does not mediate in individual disputes, but if the player feels the Company is in breach of regulations that the player may contact the CGA.

8. Reasons for Complaint

The player has the right to lodge a complaint regarding any aspect of their relationship with the Company, or any incident related to their participation in a game of chance offered on the Company's websites.

This includes, but is not limited to, complaints concerning:

- 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
- Unfair terms and conditions

9. Transition Deadline

In accordance with the CGA's requirements, the Company will upload this Complaints Policy to the CGA Portal no later than 31 July 2025.

