

Owl In N.V.

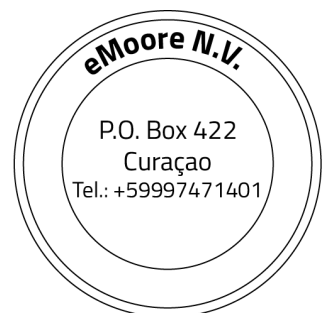
Bons Casino

Complaint Handling Procedure

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Revision History

<u>Version#</u>	<u>Effective date</u>	<u>Approving official</u>	<u>Responsible officer</u>	<u>Next review date</u>	<u>Comments</u>
<u>1.0</u>	-	-	-	-	
<u>2.0</u>	20 th of July 2025	Emoore N.V	Compliance dep		
<u>3.0</u>	29 TH of July 2025	Emoore N.V.	Compliance dep	29th of July 2026	
<u>4.0.</u>	29th of July 2026	Emoore N.V.	Compliance dep	29 th of July, 2027	

1 INTRODUCTION

- 1.1. This Complaint Handling Procedure (the “**Policy**”) defines the procedures and rules governing how player complaints are received, handled, and resolved. It is adopted in accordance with the requirements of Article 5.3 of the National Ordinance on Games of Chance (LOK) and the Player Complaints Policy Guidelines 1.1. of June 18th, 2025 of the Curacao Gaming Authority (“**CGA**”)
- 1.2. This Policy is part of our Terms and Conditions and is also available as a standalone document on our website. By registering an account and using our services, players acknowledge and accept the terms of this Policy.
- 1.3. The current version will always be published on the Website and shall be deemed effective immediately upon publication. It is the sole responsibility of the player to review the applicable version regularly.
- 1.4. The Company shall provide a Customer Support service equipped with adequate resources to promptly and effectively respond to Players via desk call and email.

Definitions

ADR:	Alternative dispute resolution (“ ADR ”), which is offered in accordance with the ADR policy as is to be issued by the CGA.
ADR entity:	The alternative dispute resolution entity that the Company has signed an agreement with to provide their players with ADR services
Company:	Owl In N.V., a limited liability company duly organized under Curacao law registered with the Chamber of Commerce and Industry in Curacao under number #151201
Complaint:	a written expression of dissatisfaction by a player, relating to the Company’s services decisions, terms or conducts, whereby the player expects a response or resolution.
Dispute	A dispute is a Complaint that has not been resolved to the player’s satisfaction through the internal complaints process.
Registered Player / Player:	a Customer who has completed the registration process on the Company’s platform or website, provided all required information, agreed to the terms and conditions, and whose account has been approved and activated.
Reportable Complaint:	when a Complaint Submission Form has been submitted by the Registered Player and/or a Complaint has been escalated to the ADR.

2. ELIGIBILITY AND ADMISSIBILITY OF COMPLAINTS

- 2.1. Only natural persons who have duly registered and successfully completed the identity verification process for a player account on the Website (the “Verified Player(s)”) shall be entitled to lodge a formal complaint under this Policy. Complaints submitted by individuals who do not hold such verified status at the time of submission may be considered inadmissible and may not be processed by the Company.
- 2.2. The Company strictly prohibits and does not recognize complaints submitted by third parties, including but not limited to: legal representatives, agents, relatives, associates, legal counsel, or other persons acting on behalf of a player. Players are not allowed to sell, donate, rent out, lease, pawn, pledge, or under any title, or transfer in any other way any of its claims against the Company.
- 2.3. Players shall have the right to lodge a complaint free of charge within a period of six (6) calendar months from the date of the settlement of the relevant bet or the occurrence of the event or incident giving rise to the complaint, whichever is later. If the Complaint is initiated after this date, the Company can decide not to handle the Complaint, depending on the subject of the Complaint.
- 2.4. For the avoidance of doubt, in the case of peer-to-peer gaming activities (including but not limited to poker) and ante-post fixed odds betting, the six-month period shall commence from the date of settlement of the bet or conclusion of the underlying event, rather than the date of placement of the wager.
- 2.5. In relation to in-running (live) betting, the player shall also be entitled to submit a complaint within the six-month period. However, the Player expressly acknowledges and agrees that due to the real-time and transient nature of in-running betting, certain data elements required for investigation (such as dynamic odds movements, interim game states, and live decision logs) may not be retained beyond a limited timeframe. As such, the Company shall not be held responsible for the unavailability of such data in the event that the Player fails to raise the complaint within a reasonable period from the time of the alleged incident, and in any case, after expiration of the six-month period set out above.
- 2.6. In order to maintain operational integrity and safeguard the efficiency of the complaints-handling process, the Company reserves the exclusive right to reject, without further review, any complaint that:
 - 2.6.1. lacks sufficient factual detail or specificity;
 - 2.6.2. is based on speculative, unfounded, or unsubstantiated allegations;
 - 2.6.3. is repetitive in nature or duplicates previously resolved matters;
 - 2.6.4. is submitted with malicious intent, abusive language, or in a manner deemed to be in bad faith;

- 2.6.5. is submitted by an individual whose conduct, as reasonably determined by the Company, is in violation of the Terms and Conditions, including the applicable rules of gameplay.
- 2.7. The Company may, at its sole discretion, request additional information, clarification, or supporting evidence from the complainant prior to continuing its assessment. Failure to comply with such requests in a timely and reasonable manner may result in the suspension or closure of the complaint without further liability on the part of the Company. The complainant shall provide the requested information within five (5) business days from the date of such request. Failure to provide the required documentation or information within this timeframe may result in the suspension or closure of the complaint without further liability on the part of the Company. However, the player may submit a new complaint concerning the same matter, provided that it includes the previously requested and outstanding documentation or clarification. In such cases, the player must also include the original complaint details to allow the Company to properly identify and reassess the claim, including (but not limited to) the player's full name and registered username of the player account holder full name, email address associated with the verified player account identification number, the exact date and approximate time of the incident giving rise to the complaint and a brief summary of the issue initially raised.

3. COMPLAINTS SUBMISSION PROCESS

- 3.1. In the first instance, any complaint must be submitted by the Verified Player in writing via email to en_support@bons.com or via live chat available on the website. The email shall constitute the primary method of initiating a formal complaint procedure. The Company shall make reasonable efforts to acknowledge receipt of the complaint and provide a substantive response in a timely manner.
- 3.2. In cases where:
- 3.2.1. the Company fails to acknowledge or respond to the initial complaint within 7 (seven) calendar days of receipt; or
- 3.2.2. the Verified Player considers the resolution provided to be unsatisfactory, the Verified Player may file the complaint by submitting a formal complaint through the Complaints Submission Form available on the Website. The Company is entitled to decide where to treat the escalation as a continuation of the original complaint procedure or as a separate complaint in the matter of a time frame. The Player will be notified of the status of a complaint.
- 3.3. When submitting a complaint via the Complaints Submission Form, the Verified Player shall accurately complete all mandatory fields as specified and marked by the Company within the form. Such mandatory information shall include, without limitation, the following:
- 3.3.1. Full name and registered username of the player account holder;

- 3.3.2. Email address associated with the verified player account;
 - 3.3.3. A clear, concise, and factual description of the issue or concern;
 - 3.3.4. The exact date and approximate time of the incident giving rise to the complaint;
 - 3.3.5. Amount of dispute;
 - 3.3.6. URL in which the dispute relates to;
 - 3.3.7. Any supporting documentation or evidence available to the complainant, including but not limited to screenshots, payment confirmations, transaction references, or relevant correspondence.
- 3.4. Failure to provide complete, accurate, and truthful information, or failure to fill in all mandatory fields, may result in delays in processing or rejection of the complaint at the sole discretion of the Company.

4. GENERAL COMPLAINTS RESOLUTION PROCESS

- 4.1. The Company shall assess and provide a response or resolution to complaints within a period of four (4) weeks from the date all required and complete information is received from the Verified Player, as determined solely by the Company.
- 4.2. If additional time is reasonably required to investigate or assess the complaint, the Company reserves the right to extend the resolution period by a further four (4) weeks. The player shall be duly informed of such extension with prior written notice to the player.
- 4.3. For the avoidance of doubt, the complaint resolution timeline shall only begin once all requested documentation, clarifications, and supporting materials, as determined necessary by the Company, have been fully submitted by the Verified Player.
- 4.4. In exceptional circumstances, where the complexity of the complaint, legal assessment, third-party involvement, or other external factors reasonably prevent resolution within the aforementioned timeframe, the Company may extend the resolution timeline beyond the said timeframe. In such cases, the Company will notify the Player accordingly and provide a justified explanation.
- 4.5. Within seven (7) calendar days of receiving a complaint, the Company shall:
 - 4.5.1. Acknowledge receipt of the complaint in writing (including but not limited to email or live chat, which shall be deemed valid forms of written communication);
 - 4.5.2. Provide a general explanation of the complaint handling process;
 - 4.5.3. Indicate the average expected timeline for resolution based on the nature and complexity of similar complaints;

- 4.5.4. Request any additional information and/or supporting documentation required to initiate or continue the assessment of the complaint.
- 4.6. Throughout the entire complaint resolution process, the Company reserves the right to request any further information, documentation, or clarifications it deems, in its sole discretion, necessary for the proper and fair resolution of the complaint.
- 4.7. In the event that the Player (not limited to):
 - 4.7.1. Fails to respond to the Company's request for information or clarification within five (5) business days from the date of such request, except where the Player, within that period, explicitly communicates a reasonable and justified timeframe for response due to personal, technical, or other valid circumstances;
 - 4.7.2. Deliberately withholds material information or provides misleading or incomplete details;
 - 4.7.3. Engages in abusive, aggressive, defamatory, or threatening behavior;
 - 4.7.4. Fails to provide sufficient reasoning or factual basis for the complaint;
 - 4.7.5. Submits duplicate, excessive, or frivolous complaints;
 - 4.7.6. Acts in bad faith or in a manner intended to disrupt the normal operation of the Company;
 - 4.7.7. Submits the complaint after expiration of the six-month period set out above;
 - 4.7.8. Fails to comply with the applicable rules of gameplay or other obligations set forth in the Terms and Conditions, as reasonably determined by the Company;

or in any other manner behaves unreasonably or obstructively in the context of the complaint resolution process, the Company reserves the right to suspend or discontinue the complaint resolution process without further obligation to engage, respond, or provide additional updates. Such suspension may remain in effect until the Player complies with the reasonable requirements or may result in final dismissal of the complaint at the Company's sole discretion.

5. RESPONSIBLE GAMING COMPLAINTS RESOLUTION PROCESS

- 5.1. This section governs the handling of complaints where an individual believes they may be affected by gambling addiction or problematic gambling behavior and seeks assistance or intervention from the Company in relation to Responsible Gaming concerns. It is intended to address situations where the Player requests support or remedial measures from the Company due to a perceived loss of control or vulnerability associated with their gambling activities.

- 5.2. This section constitutes a special framework in relation to the General Complaints Resolution Process, and therefore, the provisions of the General Complaints section shall only apply to Responsible Gaming complaints in cases where specific matters are not expressly regulated by this section.
- 5.3. Complaints relating to Responsible Gaming shall be treated with the highest priority and sensitivity by the Company, reflecting the serious nature of such matters and the potential impact on Vulnerable Persons. Upon receipt of a Responsible Gaming-related complaint, the Company shall take all reasonable steps to ensure that its automated systems do not interfere with the processing or resolution of such complaints, acknowledging the sensitivity of the topic.
- 5.4. The Company shall use its best efforts to resolve the Responsible Gaming complaint and provide meaningful assistance to the complainant within five (5) Business Days following the initial acknowledgment. However, this timeline may be adjusted based on the nature and complexity of the case.
- 5.5. Within two (2) calendar days of receiving a Responsible Gaming complaint, the Company will:
 - 5.5.1. Acknowledge receipt of the complaint in writing (including but not limited to email or live chat, which shall be deemed valid forms of written communication);
 - 5.5.2. Provide a general explanation of the complaint handling process;
 - 5.5.3. Indicate the average expected resolution timeline, based on the complexity of similar complaints;
 - 5.5.4. Request any additional information and/or supporting documentation necessary to initiate or continue the complaint assessment.
- 5.6. The Company reserves the right to reclassify and decline to process a complaint under the Responsible Gaming category if, in the Company's reasonable opinion, the subject matter of the complaint does not genuinely relate to responsible gambling issues and the player appears to be using the Responsible Gaming channel solely to obtain an expedited response. In such cases, the complaint may be reassigned to the appropriate category and processed accordingly, with adjusted response times.
- 5.7. If additional time is required to review a Responsible Gaming complaint due to its complexity or the need for further information, the Company shall inform the Player within the initial five-day period, providing a reasoned explanation for the extension. Any such extension shall not exceed an additional fourteen (14) calendar days from the date of the initial response.
- 5.8. However, in cases where the Player:
 - 5.8.1. Fails to respond to the Company's request for information or clarification within five (5) business days from the date of such request, except where the Player, within that period,

- explicitly communicates a reasonable and justified timeframe for response due to personal, technical, or other valid circumstances;
- 5.8.2. Deliberately withholds material information or provides misleading or incomplete details;
 - 5.8.3. Engages in abusive, aggressive, defamatory, or threatening behavior;
 - 5.8.4. Fails to provide sufficient reasoning or factual basis for the complaint;
 - 5.8.5. Submits duplicate, excessive, or frivolous complaints;
 - 5.8.6. Acts in bad faith or in a manner intended to disrupt the normal operation of the Company;

or in any other manner behaves unreasonably or obstructively in the context of the complaint resolution process, the Company reserves the right to further extend the resolution period beyond the aforementioned timelines, at its sole discretion, and without prejudice to any other rights it may have under applicable law or this Policy.

6. RESPONSE AND RESOLUTION

- 6.1. The Company shall provide the Player with a final determination of the complaint in writing. Such determination shall be communicated by either:
 - 6.1.1. a reasoned and substantiated decision outlining the outcome of the complaint, supported by relevant evidence where applicable; or
 - 6.1.2. a detailed explanation setting out the grounds on which the complaint could not be processed or resolved.
- 6.2. Where the Company requires additional information in order to adequately assess and resolve the complaint, such a request must be made within the initial four-week period.
- 6.3. Notwithstanding the foregoing, if the need for additional clarification or evidence arises not from the original content of the complaint but from new facts or materials submitted by the Player during the course of the complaint process, the Company shall not be bound by the original four-week resolution timeline. In such cases, the Company may reasonably extend the resolution period to another four weeks.
- 6.4. If the Player remains dissatisfied with the final determination and submits a further related complaint, the Company shall inform the Player of their right to escalate the matter to an independent Alternative Dispute Resolution (ADR) body.

7. ARTIFICIAL INTELLIGENCE (AI)

- 7.1. The Company may utilize Artificial Intelligence (AI) tools to assist in the initial processing and triage of player complaints, subject to the following limitations and safeguards:
 - 7.1.1. Human Oversight for Responsible Gaming Complaints

Once a complaint has been identified as relating to Responsible Gaming concerns—particularly where a player indicates signs of vulnerability, potential gambling addiction,

or requests assistance—the handling of such complaint shall be immediately transitioned to qualified human staff.

7.1.2. Complex or Sensitive Complaints

In cases involving complex factual patterns, ambiguous player communication, or potentially escalated disputes, the Company will route the matter directly to a human representative.

7.1.3. Monitoring and Audit

All AI-generated communications and recommendations are subject to real-time and/or retrospective human review to ensure that they are reasonable in their solutions or recommendations and consistent across players with like-for-like complaints. The Company will ensure that all AI interactions are properly logged and may be audited to ensure accuracy, fairness, and compliance with applicable regulations.

8. ALTERNATIVE DISPUTE RESOLUTION

- 8.1. The Player shall have the right to escalate a complaint to an independent and free Alternative Dispute Resolution (ADR) entity in Curacao and approved by the CGA in the following cases:
 - 8.1.1. Where the Company has not responded to the complaint within the applicable timelines set out in this Policy;
 - 8.1.2. Where the Player has not received a final determination within the maximum resolution period;
 - 8.1.3. Where the Player reasonably believes, and can provide supporting evidence, that the Company's final determination is manifestly unfair or inconsistent with the facts of the case.
 - 8.1.4. Complaint concerns an amount of 5.000 Euros or more
 - 8.1.5. Complaint concerns an Responsible Gaming issue
- 8.2. The Player may, at their discretion, refer a complaint to the designated Alternative Dispute Resolution (ADR) body, including in circumstances where the conditions outlined in this Policy for escalation are not strictly met. In exercising this right, the Player expressly agrees to act in good faith and to refrain from any form of abuse or misuse of the ADR mechanism.
- 8.3. The Player shall fully exhaust the internal complaint resolution procedure outlined above as a mandatory prerequisite before escalating any dispute to an ADR entity. Non-compliance with this obligation may result in the inadmissibility of the complaint before the ADR body. The decision rendered by the ADR entity shall be final and legally binding upon both the Company and the Player.
- 8.4. The ADR procedure does not eliminate the possibility for Registered Players to bring proceedings against the Company to any Curacao Courts instead of opting for an ADR procedure.

- 8.5. For the avoidance of doubt, any of the following conduct shall constitute misuse of the ADR process (without limitation): the intentional submission of false or misleading information; the repeated filing of substantially similar or frivolous complaints; the pursuit of claims in a vexatious, obstructive, or abusive manner; or any attempt to manipulate or deceive the ADR body.
- 8.5.1. In such cases, the Company reserves the right to disclose the relevant facts and materials to the ADR provider and/or competent regulatory authority, and to request that the matter be dismissed on the basis of procedural abuse or bad faith.
- 8.6. The Company has appointed Resolvo Curaçao N.V. as its designated independent ADR provider. Subject to the requirements of this Policy, the Player may refer an unresolved complaint to Resolvo Curaçao N.V. for binding alternative dispute resolution. The ADR procedure shall be free of charge for the Player. Further information regarding the procedure and Resolvo Curaçao N.V. is available at www.resolvocuracao.com or by email at info@resolvocuracao.com.
- 8.7. The role for the ADR provider will be to deliver decisions that are well-sustained based on evidence and reasoned analysis. Ensuring independence, impartiality and sufficient expertise in handling disputes. Guaranteeing transparency and fairness thereby ensuring compliance with applicable regulatory requirements. Establishing the duties to each party regarding actioning the decision. Establishing whether or not publicity is permitted.
- 8.8 The ADR operator has a decision to refuse to take a case in circumstances where:
- The Complaint handling process has not been fully completed in accordance with the Player Complaints Policy set out by the CGA.
 - The dispute is evidently frivolous or vexatious.
 - The dispute falls outside acceptable ADR Parameters set by the operator.
 - The dispute has already been reviewed by any CGA accredited ADR provider and a decision has been reached.
 - The player is resurrecting a Dispute that has already commenced ADR with any CGA accredited ADR provider, however it was terminated by that ADR provider due to lack of engagement by the player or it was otherwise declined other than for reasons of conflict of interest.
 - Conflict of interest
- 8.9 The ADR process is expected to take no more than 90 days (3 months) from the initial referral of the Dispute to its completion.

9. REASONS FOR COMPLAINT

The Player has the right to lodge a complaint concerning any aspect of their relationship with the Company or any incident arising from their participation in games of chance or the use of the Website. This includes, but is not limited to, the following categories:

- Deposit-related issues;
- Withdrawal delays or refusals;
- Disputes concerning bonus terms and conditions;

- Account closures or restrictions;
- Alleged errors, irregularities, or unfairness in game outcomes;
- Responsible gaming issues;
- Treatment of player balances;
- Know Your Customer (KYC) and identity verification procedures;
- Protection and handling of personal data;
- Technical malfunctions or software performance issues;
- Anti-money laundering (AML) procedures or concerns;
- Issues involving underage persons or minors accessing the platform;
- Alleged fraudulent activities or behavior by other players;
- Use of unauthorized or fraudulent game content.

The Company encourages all Players to clearly state the specific reason and nature of the complaint when first contacting the support team. Providing a focused and accurate description of the concern significantly improves the efficiency and speed of the review and resolution process.

11. Record Keeping

The Company shall submit twice per year a report to the CGA detailing any Reportable Complaints and their outcomes, where known. Such reports will include:

- the total number of submitted Reportable Complaint;
 - the total number of settled Complaints (whether upheld or rejected);
 - the number of pending or unresolved Complaints;
 - the number of Complaints per category (Responsible Gaming or other Complaints);
 - the number of Complaints referred to the ADR;
 - and the number and detail of Complaints for which the Players has taken legal action.
- Records of unresolved Complaints and/or Complaints that have been escalated to ADR or legal proceedings will be kept for five (5) year or the relevant time stipulated by data protection, statute of limitations or other relevant laws.

A summary of this policy may be published on the URL(s) of the Company.

12. COMPLAINTS AND THE CURAÇAO GAMING AUTHORITY (CGA)

The Curaçao Gaming Authority (CGA) does not mediate or resolve individual disputes between players and licensed operators. Accordingly, the CGA will not consider or intervene in any complaint concerning gambling-related transactions on the Company's website, unless there is clear evidence that both the Company and the designated Alternative Dispute Resolution (ADR) provider have handled the matter improperly or inadequately.

Unless deemed to have been mishandled, the decisions rendered by the Company and/or the appointed ADR body are final and will not be reviewed, reconsidered, or overturned by the CGA.

In cases where the Player reasonably suspects malpractice, a breach of license conditions, or seeks to submit a whistleblower report, the Player may contact the CGA only after exhausting the Company's complaints process and any applicable ADR procedures. The Player bears full responsibility for ensuring that any such report is submitted in good faith and contains truthful and accurate information. The submission of knowingly false or misleading claims is strictly prohibited.

The Player expressly acknowledges that the CGA does not act as an appeals body or dispute mediator. However, any information submitted may be used by the CGA to support its supervisory and enforcement responsibilities in relation to licensee conduct.