

Player Complaints Policy

Topc B.V.

(A company registered in Curaçao with registration number 163568)

Registered Office: Korporaalweg 10, Curaçao

Effective Date: 20.07.2025

1. Overview

This Player Complaints Policy (the “Policy”) strictly adheres to the requirements set forth under Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, “LOK”) and the Curacao Gaming Authority’s (CGA) Player Complaints Policy Guidelines v1.1.

Topc B.V., a company registered in Curaçao with registration number 163568 and its registered office at Korporaalweg 10, Curaçao (hereinafter referred to as the “Company”, “we”, “us”, or “our”), (“Operator”) is committed to promoting a clear, fair, efficient, and timely framework for handling and resolving player complaints and disputes.

This Policy forms an integral part of our Terms and Conditions. By using our services, the player acknowledges and accepts the terms of this Policy. We may, at our discretion and in accordance with applicable laws, request players to expressly confirm their acceptance of this Policy through various means such as a checkbox during registration, a popup, or by other electronic confirmations.

The Company may also publish this Policy as a standalone document, accessible via a dedicated link on our homepage and/or during the registration process.

This Policy outlines the procedure of submission, handling and resolution of complaints filed by players, including free alternative dispute resolution (ADR) services. Non-compliance with this Policy may trigger supervisory or enforcement measures by the CGA.

2. Definitions

2.1 Player Interaction. Any enquiry, feedback, or request for assistance initiated by a player in writing and handled by customer support of the Operator.

2.2 Complaint. A formal, written notification from a registered player expressing dissatisfaction with the services, decisions, or conduct of the Operator, and requesting a resolution or response.

2.3 Dispute. A complaint that remains unresolved after all internal procedures have been exhausted and further escalated to a higher authority, such as an independent ADR body or a court.

2.4 ADR. An independent and CGA-accredited body that reviews and decides on unresolved complaints.

3. Complaint Submission Process

3.1. Complaint window

3.1 This Policy applies to all players of the Operator licensed under the license issued under LOK from the day the license was issued.

3.2 Complaints may be filed by the players free of charge at any time up to six (6) months after bet settlement or the incident date.

3.3 For the peer-to-peer (P2P) games or ante-post bets, the six-month period starts after the bet settlement or a specific event conclusion, not on the date the wager was placed.

3.4 In case of complaints related to in-running sports betting, the players are advised to promptly file a complaint within six months. According to the nature of such betting, the data insofar as cannot be preserved for longer.

4. Stages and escalations of complaint resolution

4.1 Complaints may be filed only by registered players. According to Article 1.3(c) of the LOK the players are not allowed to sell, donate, rent out, lease, pledge, or otherwise assign any claim against the holder of a gaming license, under any title whatsoever.

4.2 Players shall first engage with the customer support of the Operator via email, or live chat, that can be accessed through the Operator’s website.

4.3 If the issue remains, players may formally file a complaint via e-mail.

4.4 The Operator leaves the right to request additional information/documentation from the player as part of the complaint. Any additional information/documentation shall be in the context of complaint resolution and be reasonable.

4.5 Should the complaint remain unresolved according to the satisfaction of the player, the player may further escalate the matter to an independent ADR provider under Clause 8 or apply other legal actions.

4.6 Unless otherwise mutually agreed under specific ADR terms, the Operator shall not restrict the right of a player to seek legal action independently.

5. The role of the CGA

5.1 The Operator is responsible for clearly stating the role of CGA in its Terms and Conditions.

5.2 CGA will not resolve claims of players regarding its transactions on the Operator's web-site. Except where the decision made by an ADR provider or the Operator is deemed inadequately handled, they shall not be subject to review or reversal.

5.3 Notwithstanding clause 5.2, players retain the right to contact the CGA directly in respect of the matters, including but not limited to, breach of license conditions, malpractice, or whistleblower matters.

5.4 While CGA does not intervene in individual disputes, the Operator acknowledges that the CGA may utilize complaint data-related information to inform its regulatory oversight and enforcement actions.

6. Complaint resolution process

6.1 Responsible gaming complaints

6.1.1 Complaints concerning responsible gaming - including, without limitation, matters that involve vulnerable players, self-exclusion or cooling-off measures, and any related obligations shall be treated with priority.

6.1.2 The Operator shall use its best efforts to resolve responsible gaming complaints within five (5) business days of receipt.

6.1.3 Within two (2) business days upon receipt of such complaint, the Operator shall:

- i. Acknowledge the complaint in writing.
- i. Describe the steps to be taken in the investigation and resolution process; and
- ii. Provide an estimated timeframe for final resolution.

6.1.4 Shall the Operator need additional time to reach a fair and informed decision, it shall notify the player in writing of any delay, which shall not exceed two (2) weeks.

5.1.5. Should the delay arise from the player's failure to provide requested documents/information, the Operator may extend the resolution period by up to a further two (2) weeks, provided the player is informed in advance.

6.2 All other complaints

6.2.1 The Operator shall use its best efforts to assess and resolve all non-responsible gaming complaints within four (4) weeks upon receipt.

6.2.2 Whenever the complexity of the complaint or the need for additional information makes resolution within four weeks impracticable, the Operator may extend the resolution period once by up to an additional four (4) weeks, provided that the player receives a notice of the extension in advance in written form.

6.2.3 Within one (1) week of receiving any non-responsible gaming complaint, the operator shall:

- i. Confirm the receipt of the complaint in writing.
- iii. Outline the steps that will be taken to investigate and resolve the matters; and
- iv. Inform the player of the anticipated timeframe for resolution.

7. Use of Artificial Intelligence (AI)

7.1 The operator may deploy AI technologies to support the complaint-handling process, provided that such tools are used only for routine tasks and are subject to human oversight.

7.2 Solely by human representatives shall be managed:

- i. Any complaint falling within the scope of responsible gaming.
- v. Complaints that the operator reasonably classifies as complex by reference to factors such as high monetary value, legal or technical intricacy, or with multiple parties.

7.3 All AI-generated outputs, responses and recommendations shall be regularly reviewed and audited to ensure that they are consistent with this Policy, fair for players, and compliant with applicable regulatory requirements.

8. Alternative dispute resolution

8.1 The Operator are committed to offering independent ADR services in compliance with licensing obligations under the LOK.

8.2 The Operator shall enter into a formal agreement with a CGA-accredited ADR provider and upload the executed contract to the CGA portal in accordance with the CGA's ADR Policy. Players may obtain the ADR provider's contact details.

8.4 Should a complaint remain unresolved after exhausting the internal procedure, the player may escalate the matter to the defined ADR.

8.5 Once the ADR process is concluded, neither the player nor the Operator may reopen the same dispute with a different ADR provider.

8.6 If the player withdraws from the ADR process after it has started, the Operator shall not entertain a subsequent ADR claim on that matter.

8.7 The provision of ADR services is mandatory. Any parameters the Operator introduces to prevent abuse, such as requiring ADR before legal action, making ADR awards binding on the player, or imposing a minimum claim value, must be reasonable and comply with applicable laws and be clearly disclosed in the Terms and Conditions.

9. Record keeping and reporting

9.1 The operator shall maintain a complete and accurate register of all complaints and disputes, including all related correspondence, investigation notes, decisions and ADR referrals in accordance with CGA requirements.

9.2 The Operator shall submit a report to the CGA on 15 January and 15 June of each year, beginning on 15 January 2026. Each report shall include:

- i. The total number of complaints received via the official complaint submission form;
- vi. The number of complaints upheld and rejected;
- vii. The number of complaints still pending or unresolved;
- viii. A breakdown of complaints by category;
- ix. The number of complaints escalated to ADR; and
- x. Details of any complaints resulting in legal action.

9.3 All records pertaining to undersolved complaints, ADR escalations and legal proceedings shall be kept for at least five (5) years, or for any longer period mandated by data protection laws, statutes of limitations, or other applicable regulations.

9.4 CGA has the right to request and inspect the Operator's complaint and dispute records at any time for supervisory or enforcement purposes.

10. Reasons for complaint

Players may exercise their right to file a complaint regarding any aspect of their relationship with the Operator or any event arising from their participation in a game of chance. Such complaints may include without limitations:

- 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
16. Unfair terms and conditions