

# **Twino Trading N.V.**

## **Player Complaints Handling Procedures**

V2.0

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# PLAYER COMPLAINTS HANDLING PROCEDURES

## 1. Introductions

‘Complaint’ means an expression of dissatisfaction, whether spoken or written, about any aspect of the way Twino Trading N.V. (herein referred to as ‘the Operator’ or ‘the Company’) conducts their licensed activities.

A complaint can be:

- about the outcome of a gambling transaction;
- about the way a gambling transaction has been managed; and
- a concern on the way the Operator carries out its business.

Customers may also complain about commercial matters, such as the quality of the licence holder’s facilities. The Operator will decide how best to resolve such complaints.

‘Customers’ are Players who have opened an account on the Company’s website and have been accepted as customers.

‘Disputes’ a particular type of gambling-related complaint. It is a complaint about the contractual obligations in sales or services contracts or about the customer’s gambling transaction that has not been resolved through the gambling’s business complaints procedure.

Examples:

- Unresolved complaint linked to the terms of a bonus or other terms and conditions
- Unresolved complaint about the customer’s ability to manage their account
- Unresolved complaint about the customer’s ability to access their deposited funds or winnings

‘ADR’ is a Alternative dispute resolution ,which is offered in accordance with the ADR policy as is to be issued by the CGA.

Operator will endeavour to handle player complaints in line with the National Ordinance on Games of Chance (*Landsverordening op de kansspelen*, “LOK”) and the Player Complaints Policy Guidelines version 1.1. of June 18<sup>th</sup> 2025, by the Curaçao Gaming Authority ("CGA").

The purpose of this policy is to guide the relevant employees of Operator in the process of recognizing and handling complaints and disputes in a manner compliant with the relevant CGA regulations, with the AML policy, the GDPR and the ADR Regulations.

## 2. Receiving complaints

The Customer Support Team handles all Customer inquiries, ensuring prompt and high-quality responses.

Operator will maintain a player support function with sufficient resources to efficiently, competently and effectively interact with our players via remote means through electronic mail and telephone as channels.

Operator will accept customer complaints made in person, spoken or written, over the Call desk or via email where facilities exist, or via third party intermediaries/support tools such as the Resolver web tool.

Operator will take care that any restrictions they impose do not prevent customers from seeking help or advice where they need it.

Restrictions will be put in place where the reasons for doing so are fair and transparent. Complaints can only be made by the registered player. Article 1.3 section c of the LOK mandates that 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 license from the CGA.

## 3. Time limits and escalation of complaints

The Customer can lodge a Complaint, free of charge, within six months from the date of the bet settlement or the occurrence of the incident to which the complaint relates. If the Complaint is initiated after this date, the Company can decide not to handle the Complaint, depending on the subject of the Complaint.

All Complaints regarding sports betting should be submitted as soon as possible. Due to the nature of the bet, delays may result in the unavailability of relevant data. Although the Customer may lodge a Complaint within six (6) months from the date of bet settlement, it is advised to take prompt action. The investigation regarding the Complaint may depend on the available data and the Company can't guarantee that all data is still available at that time.

### 3.1 Standard Complaints

At first instance, Customer Complaints are handled by our customer support Team. Customers may contact the customer support team using the contact details made available on the website via email and/or live chat. If the first contact by the customer support team is not satisfactorily, the Customer can file an official Complaint Submission Form, which will include the following information and which will be available in English and the language of the URL that the Customer is using:

- A. Customer's name, address and place of residence;
- B. Customer's account number or name;
- C. Date of the complaint and date of the disputed event;

- D. Description of the conduct being disputed;
- E. Amount in dispute.
- F. URL

Upon receiving this Complaint Submission Form, the Complaint becomes a Reportable Complaint. Depending on the nature of the Reportable Complaint, the designated customer support team member shall respond to the Customer.

The Company will provide the customer support function through a system designed to manage the support tickets, complaints, feedback and suggestions submitted by Customers. Initially, all customer support will be done through email, helpdesk chats and/or communication via telephone.

The Customer will receive a final conclusion of their Reportable Complaint, which can entail:

- A final assessment of the outcome/resolution of the Reportable Complaint;
- Detailed reasons for not handling the Reportable Complaint.

In case the Customer is not satisfied with the resolution and makes a further Complaint to that effect, the Customer can escalate the matter to an independent ADR entity. Once the Customer informs the Company about the desire to escalate the matter to the ADR, the Company will provide the details of the ADR.

### 3.2 Timeframe Responsible Gaming Complaint

If the Reportable Complaint by the Customer is related to responsible gaming, such as complaints about self-exclusion, cooling-off period, gaming addiction, then the Company will use its best efforts to resolve these cases within five (5) business days.

Within two (2) business days of receiving the Reportable Complaint, the Company will acknowledge receipt of the Complaint in writing, explain the process by which it will be handled, and inform the Customer of the average expected timeline for resolution.

In case more time is needed to make a reasonable and informed decision, the Customer will be informed about the delay. The Company commits to providing a response within two (2) weeks. However, if a delay is caused due to lack or slow response from the Customer, the resolution period may be extended by another two (2) weeks.

### 3.3 Timeframe other Complaints

Although the process is similar to responsible gaming complaints, the timeline is different.

Within one (1) week of receiving the Reportable Complaint, the Company will acknowledge receipt of the Complaint in writing, explain the process by which it

will be handled, and inform the Customer of the average expected timeline for resolution.

In case more time is needed to make a reasonable and informed decision, the Customer will be informed about the delay. The Company commits to providing a response within four (4) weeks. However, if a delay is caused due to complexity, or lack or slow response from the Customer, the resolution period may be extended with another four (4) weeks.

#### 4 ADR Group

Operator will offer its players the possibility of referring any dispute to a Curacao registered independent alternative dispute resolution ('ADR') entity (ADR Group) approved by the CGA, if the same player feels that the dispute was not resolved to his satisfaction. Operator will ensure to disclose the identity of the ADR entity or entities to whom disputes can normally be referred and, where necessary, details of any limitation on the nature and subject matter of disputes with which a particular ADR entity deals.

The dispute resolution procedure at the ADR is free of charge, independent of the outcome. However, the Customer must first exhaust the Company's complaint procedure before the Customer can approach an ADR.

A decision of an ADR entity is binding on both the Company and the Customer who submitted the Reportable Complaint. The Customer can only bring Reportable Complaints to an ADR if:

- the value of the Reportable Complaint is more than EUR 5.000, - or
- if the Reportable Complaint pertains to a Responsible Gaming complaint.

More specific details of the ADR procedure will be provided as soon as the CGA has published their ADR policy.

The ADR procedure does not eliminate the possibility for Customers to bring proceedings against the Company to any Curaçao Courts instead of opting for an ADR procedure.

#### 5 The Role of the ADR provider

The ADR provider should identify the key issues and seek additional information from either party to the dispute to clarify information they have already supplied.

If an ADR provider refuses to deal with the dispute, it must, within 3 weeks of the date upon which it received the complaint, inform both parties and provide a reasoned explanation of the grounds for not considering the dispute.

## 6 Information to customers

Operator will ensure that the information they provide to customers includes information on how to make a complaint, and relevant contact details for doing so. It should also include information about how the complaint process works, and expected timescales for resolution.

Information on complaints processes should also include the identity (with contact details, which can be by way of a link from the licence holder's website) of the approved ADR entity to whom disputes can normally be referred, and where necessary, details of any limitation on the nature or subject matter that an entity can deal with, for example, if an entity only deals with a particular sector of gambling. This information should be provided to the customer if the complaint cannot be resolved by the licence holder.

Operator will provide a copy of the complaints policy to a customer on request, or when the customer makes a complaint. Operator will also give the opportunity to players to refer their complaints to the CGA, by including links or contracts to the CGA's player support function.

## 7 Types of concerns linked to Regulatory matters

### Non-payment of winnings/ account suspended due to anti-money laundering (AML) concerns

The Company is not obliged to inform the ADR provider if a SAR is submitted. If the ADR provider decides the dispute in the consumer's favor, the gambling business should pay the consumer/return the consumer's funds. The Company may submit a defense against Money laundering.

### Non-payment of winnings/account suspension due to issues related to fraud or crime, but not money laundering

Relevant considerations could include whether there is an ongoing police or criminal investigation, or the suspicion has been reported to the authorities.

### Account suspended due to failed identity checks/ refusal to comply with identity checks

The nature of the information that is requested by the operator from the customer will be considered by the ADR provider. The timing of the request is also important. If an operator accepts customer's deposits while refuses to allow the customer to withdraw, this might some doubt of the necessity of the checks.

### Non-payment of winnings/account suspended/bet voided due to issues related to suspected irregular betting or match fixing

### Disputing that the gaming machine is rigged or unfair

For example, whether the gambling consumer is disputing that certain transactions they have made have been affected by an unfair game or is just making a general complaint that the game is not fair because they have not won.

The operator should provide the ADR entity with information regarding the audit of the machine, the recent evidence of ongoing monitoring of the return to player, etc.

#### Disputes linked to technical issues

Technical issues could include, for example, a game that displays a win for the consumer when there was actually a loss or game that do not print correctly, etc. A significant number of complaints about the same game/gambling business may indicate a wider problem.

#### Permitted to gamble when self-excluded

The ADR entity should consider whether terms and conditions attached to any self-exclusion agreement are clear and fair in accordance with the requirements of consumer protection legislation, and whether it would be clear to the customer that they were excluded from the channel, platform or premises from which they attempted to gamble.

#### Disputing that the gambling business should have intervened to prevent the consumer from coming to harm/spending their money

Operators should intervene if a customer appears to be at risk of being harmed by their gambling. Operators must take account of a range of factors in determining whether to intervene, such as patterns of play, observed behaviour, language used in communicating, as well as time or money spent to determine whether to intervene, and may need to develop this information over a period of time.

### 8. Complaints to CGA

The CGA will not resolve or make decisions on any player complaints nor will act as an ADR/escalation entity as it does not mediate in individual disputes.

CGA can be contacted by the Customer with regards of matters such as malpractice, breach of license conditions or whistle blowing.

### 9. 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 Customer 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.