

CODEX B.V.

August 13th, 2025

**COMPLAINTS POLICY
2025**

Signature:

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Kurason Trust Curaçao N.V.

Managing Director

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1. Overview of the Player Complaints Policy

This Player Complaints Policy (“Policy”) has been formally adopted and issued by Codex B.V., a private limited liability company established under the laws of Curaçao, and duly licensed by the Curaçao Gaming Control Board under license number [OGL/2024/894/1037](#).

This Policy sets out a comprehensive framework for the receipt, management, and resolution of Complaints submitted by Players. It demonstrates Codex B.V.’s commitment to upholding the highest standards of fairness, transparency, and Player protection, in full compliance with Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de Kansspelen, LOK) and the supervisory guidance provided by the Curaçao Gaming Authority (CGA).

The primary objective of this Policy is to ensure all Players have access to a clear, impartial, and effective process for resolving complaints. It guarantees that Player concerns are addressed promptly and fairly and confirms the right of Players to escalate unresolved Complaints to independent and cost-free Alternative Dispute Resolution (ADR) services, as mandated by Curaçao’s regulatory framework.

This Policy applies to all Players from the moment they register an account and engage with the gaming services offered by Codex B.V. Players are deemed to have accepted the terms of this Policy either by providing explicit acknowledgment during registration—such as ticking a confirmation box or accepting a pop-up notification—or by continuing to use the company’s services.

The provisions of this Policy are intended to operate in harmony with applicable private law obligations, including those outlined in Book 6 of the Civil Code of Curaçao concerning general terms and conditions. Nothing within this Policy shall be interpreted as limiting or overriding any rights granted to Players under civil law.

2. Definitions

For the purposes of this Complaints Policy, the following terms are defined as follows:

Player

A Player refers to any natural person who has successfully registered an account with Codex B.V., completed all mandatory identity verification and due diligence procedures in accordance with regulatory standards, and participated in one or more gaming activities provided on the company’s licensed platform.

Complaint

A Complaint means any written statement submitted by a Player expressing dissatisfaction with any aspect of Codex B.V.’s services, decisions, operations, or contractual

terms, and in which the Player seeks a response, clarification, or remedial action from the company.

Dispute

A Dispute arises when a Complaint remains unresolved to the Player's satisfaction following completion of the internal complaints process and has been escalated to an independent Alternative Dispute Resolution (ADR) provider or, where applicable, to a competent court of law.

Alternative Dispute Resolution (ADR)

Alternative Dispute Resolution (ADR) refers to the impartial process carried out by an independent entity certified by the Curaçao Gaming Authority (CGA) for reviewing and resolving unresolved Complaints between Players and Codex B.V. ADR services are provided free of charge to the Player, with all associated costs borne exclusively by the company.

Responsible Gaming Complaint

A Responsible Gaming Complaint includes any issue raised by a Player regarding the application or enforcement of responsible gambling measures. This may involve the timely processing of self-exclusion or cooling-off requests and any alleged failure to safeguard vulnerable individuals in accordance with Codex B.V.'s Responsible Gaming Policy.

Technical Issue

A Technical Issue refers to any failure, malfunction, or disruption in the software, hardware, or systems operated by Codex B.V. that impairs a Player's ability to access or participate in gaming activities, whether through desktop, mobile, or other supported platforms.

Fraudulent Activity

Fraudulent Activity encompasses any act, omission, or scheme designed to mislead, defraud, or gain an unfair advantage within the company's gaming services. This includes, but is not limited to, unauthorized account access, the use of automated tools or bots, bonus abuse, or submission of falsified identity or verification documents.

Complaint Handler

The Complaint Handler refers to the designated personnel or team within Codex B.V. responsible for receiving, investigating, and resolving Player Complaints in accordance with this Policy. Complaint Handlers are trained in regulatory compliance and are required to perform their duties with impartiality and professionalism.

3. Complaint Submission Process

3.1 Timeframe for Filing a Complaint

Players of Codex B.V. may lodge a Complaint within six calendar months from the date a bet was settled, the occurrence of the relevant incident, or the conclusion of the gaming event to which the Complaint relates. This six-month timeframe applies across all gaming activities offered by the company, including peer-to-peer games like poker, ante-post fixed odds betting, and in-play sports betting markets.

For in-play betting markets, where outcomes and decisions rely on rapidly changing data, Players are strongly encouraged to submit Complaints as soon as possible. This recommendation acknowledges that certain data points may not be retained indefinitely due to their dynamic nature, and Codex B.V. cannot reasonably be expected to preserve such information beyond its standard retention practices.

3.2 Procedure for Submitting a Complaint

To ensure fairness and consistency, only registered Players are permitted to submit a Complaint. All Complaints must be submitted using the official Complaint Submission Form provided by Codex B.V., which is available in the following formats:

- A downloadable PDF or Word document accessible via the company's website, which can be completed and submitted by email or an interactive online form that can be completed and submitted directly through the Player's account dashboard.

The Complaint Submission Form requires Players to provide, at a minimum, the following information:

- Full legal name, residential address, and Player account identifier (if applicable).
- The date of submission and the date of the event or decision that led to the Complaint.
- A detailed description of the issue, supported where possible by relevant documentation or evidence.
- Selection of the appropriate category of Complaint from a predefined list (e.g., deposit issues, withdrawal concerns, technical malfunctions, Responsible Gaming matters).

Players should also be aware that Codex B.V. may request additional information or documentation if necessary to carry out a thorough and fair investigation. Any such requests will be proportionate to the complexity and nature of the Complaint.

3.3 Role of the Curaçao Gaming Authority (CGA)

Players are advised that the Curaçao Gaming Authority does not intervene in individual disputes between Players and licensed operators. The CGA's role within the complaint framework is supervisory, using aggregated Complaint data to oversee operator compliance and support regulatory enforcement activities.

Nevertheless, Players retain the right to contact the CGA directly if they believe Codex B.V. has engaged in regulatory non-compliance, malpractice, or violations of its licensing obligations. The company will not impose any restrictions on a Player's ability to escalate such concerns to the regulator.

3.4 Prioritization of Complaints

All Complaints received by Codex B.V. will be systematically recorded and assessed to determine their priority. Complaints relating to Responsible Gaming—such as failures to apply self-exclusion measures or concerns about the targeting of vulnerable individuals—will be prioritized for expedited handling due to their potential impact on Player welfare.

For Responsible Gaming Complaints, the company will aim to issue a final response within five business days. In exceptional circumstances, where additional time is necessary due to the complexity of the case or external factors, this period may be extended by no more than two additional weeks.

All other types of Complaints will be addressed in the order they are received. The target timeframe for resolution is four weeks, which may be extended once for up to an additional four weeks in cases requiring extensive evidence collection or involving complex issues.

3.5 Acknowledgment of Receipt

Upon receipt of a Complaint, Codex B.V. will send a formal written acknowledgment within the following timeframes:

- Within two calendar days for Responsible Gaming Complaints.
- Within seven calendar days for all other Complaints.

This acknowledgment will include:

- Confirmation of receipt and the assignment of a unique reference number for tracking purposes.
- A clear outline of the steps to be taken during the investigation and resolution process.
- An estimated timeline for resolution, along with information regarding potential extensions and the circumstances in which they may be applied.

3.6 Investigation and Resolution

Each Complaint will be investigated thoroughly and impartially. The process will include:

- Reviewing relevant account details, transaction records, system logs, and communication histories.
- Engaging with internal departments such as Customer Support, Compliance, and Technical Operations to ensure a comprehensive understanding of the matter.
- Requesting additional information or supporting documentation from the Player when necessary to facilitate a complete investigation.

The Complaint Handler will oversee the entire process, ensuring diligence, transparency, and fairness throughout. Once the investigation is concluded, the Player will receive:

- A detailed written explanation of the findings and outcome, including supporting evidence where applicable.
- Clear instructions regarding the Player's right to escalate the matter to an Alternative Dispute Resolution (ADR) provider if they remain dissatisfied with the resolution.
- Contact information for the ADR provider(s) engaged by Codex B.V.

3.7 Use of Artificial Intelligence (AI)

Codex B.V. may utilize artificial intelligence tools to support certain aspects of complaint handling, such as case triaging or identifying patterns. However, human oversight remains mandatory in the following circumstances:

- Complaints concerning Responsible Gaming issues.

- Complaints that are complex or involve sensitive personal or financial information.

All resolutions supported by AI will undergo review to ensure fairness, accuracy, and compliance with regulatory requirements, thereby safeguarding Player rights throughout the process.

4. Alternative Dispute Resolution (ADR)

4.1 Access to ADR Services

If a Player is not satisfied with the outcome after exhausting Codex B.V.'s internal complaints procedure, they have the right to escalate the matter to an independent Alternative Dispute Resolution (ADR) provider. These ADR services are made available to Players free of charge, with all associated costs fully borne by Codex B.V. in compliance with its regulatory obligations.

4.2 Binding Nature of ADR Decisions

Once an ADR process has been completed and a final decision issued by the certified ADR provider, neither the Player nor Codex B.V. may pursue the same matter with another ADR entity. Nevertheless, Players retain the right to seek legal remedies through the appropriate judicial system if the ADR outcome is not binding under applicable private law.

4.3 Safeguards Against Misuse of ADR

To ensure the ADR process is used appropriately and remains effective, Codex B.V. may, in consultation with its legal advisors, implement reasonable parameters for ADR referrals. These may include minimum claim thresholds or other criteria intended to safeguard the integrity of the ADR process. Any such measures will be fair, proportionate, and consistent with applicable civil legislation and remain subject to oversight by the Curaçao Gaming Authority.

5. Record-Keeping and Reporting

5.1 Maintenance of Records

Codex B.V. recognizes its obligation under Curaçao's regulatory framework to maintain thorough, accurate, and securely stored records of all Complaints submitted by Players. These records encompass, but are not limited to:

- Copies of all Complaint Submission Forms received, whether submitted electronically or in hard copy.
- All correspondence exchanged between Players and the company's representatives during the complaint resolution process.
- Internal investigation reports and supporting documentation, including account histories, transaction logs, and technical reports where relevant.
- Records of referrals or escalations to ADR providers, as well as any legal proceedings initiated by either party.

These records are retained for at least five years following the final resolution of the Complaint unless a shorter retention period is prescribed by applicable data protection laws, statutes of limitation, or other legal requirements. Codex B.V. ensures its data retention practices are fully aligned with Curaçao's regulatory standards and applicable privacy legislation.

5.2 Reporting to the Regulatory Authority

In addition to maintaining internal records, Codex B.V. prepares and submits detailed biannual reports to the Curaçao Gaming Authority (CGA). These reports, due by January 15th and June 15th of each calendar year, provide:

- The total number of Complaints received from Players during the reporting period.
- A comprehensive breakdown of resolved Complaints, specifying how many were upheld in favor of the Player and how many were dismissed.
- The number of Complaints that remain pending or unresolved as of the reporting date.
- Categorization of Complaints by type, including technical issues, payment-related matters, and Responsible Gaming concerns.

- The number of Complaints escalated to ADR and the outcomes of such escalations.
- Details of cases where Players have initiated legal proceedings against the company.

The CGA reserves the right to request access to Complaint records at any time to support its supervisory role. Codex B.V. will cooperate fully and provide the requested information promptly and in the format specified by the regulator.

6. Integration with Terms and Conditions

This Complaints Policy forms an essential part of Codex B.V.'s Terms and Conditions and is presented to Players in a clear, prominent, and easily accessible manner.

To promote transparency and ensure ease of access, Codex B.V. implements the following measures:

- Publishes the full Complaints Policy as a standalone document, available via a clearly visible link on the company's homepage, registration page, and within the Player account dashboard.
- Provides a concise summary of the complaints procedure within the Terms and Conditions, accompanied by direct hyperlinks to the complete Policy document.
- Requires Players to expressly acknowledge and accept the Complaints Policy during account registration. This is facilitated through mechanisms such as a mandatory confirmation checkbox or a pop-up notification to ensure Players provide informed consent before using the company's services.

The Terms and Conditions also include:

- A clear explanation of the complaint submission process and expected timelines for resolution.
- Information regarding the Player's right to escalate unresolved Complaints to an independent Alternative Dispute Resolution (ADR) provider and to pursue further legal remedies where applicable under the law.
- A statement clarifying that although the Curaçao Gaming Authority (CGA) does not mediate individual disputes, Players may contact the CGA to report concerns about regulatory non-compliance or breaches of licensing obligations.

7. Reasons for Submitting a Complaint

Players of Codex B.V. have the right to submit Complaints concerning any aspect of their interaction with the company's gaming and betting services. The following examples, while not exhaustive, represent common categories of issues for which a Complaint may be lodged:

- **Deposit Issues** – Instances such as delays, errors, or failures in processing funds credited to Player accounts.
- **Withdrawal Issues** – Disputes related to withdrawal requests, including delays, denials, or partial payments.
- **Bonus Terms and Conditions** – Concerns regarding the fairness, clarity, or application of promotional offers and bonus requirements.
- **Account Closures or Restrictions** – Claims of unjustified account suspensions, closures, or limitations placed on account access.
- **Game Fairness** – Issues involving software errors, technical malfunctions, or outcomes perceived by Players as unfair.
- **Responsible Gaming Concerns** – Complaints about failures to enforce or honor self-exclusion requests, cooling-off periods, or other responsible gambling measures.
- **KYC and Verification Procedures** – Issues involving delays, complications, or perceived unfairness in identity verification and customer due diligence processes.
- **Data Protection and Privacy** – Concerns about the handling, storage, or safeguarding of Players' personal data.
- **Technical or Software Malfunctions** – Difficulties accessing or using the platform due to functionality or user interface problems.
- **Fraudulent Activities** – Allegations of fraudulent behavior by third parties or by the operator itself.
- **Minors' Access** – Reports indicating that underage individuals have gained unauthorized access to the gaming platform.
- **License or Regulatory Breaches** – Suspicions of violations of licensing conditions or non-compliance with regulatory obligations imposed on Codex B.V.

Players are strongly encouraged to include detailed descriptions and any relevant supporting evidence when submitting a Complaint. This will enable a prompt, thorough, and effective investigation of their concerns.

8. Governing Law and Jurisdiction

This Complaints Policy shall be governed by and interpreted in accordance with the laws of Curaçao. Any legal disputes arising from or connected to this Policy, which are not resolved through Codex B.V.'s internal complaints procedure or via Alternative Dispute Resolution (ADR), will fall under the exclusive jurisdiction of the competent courts of Curaçao.

This provision does not affect the rights of Players to pursue legal action in their country of residence where such rights are granted under applicable local laws.