

KREVETKA B.V.

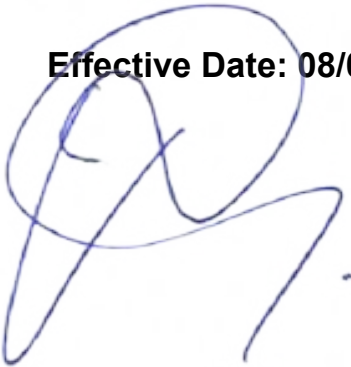
Player Complaints Policy

Company Number: 166108

Licensed under: Curaçao Gaming License No. OGL/2024/937/0857

**Registered Address: Abraham Mendez Chumaceiro 03, Willemstad,
Curaçao**

Effective Date: 08/07/2025

A handwritten signature in blue ink, consisting of a large, stylized 'A' followed by a long, sweeping horizontal stroke that ends in a small upward flick.

1. Policy Overview

This Player Complaints Policy (“Policy”) has been formally adopted and published by KREVETKA B.V., a private limited liability company incorporated under the laws of Curaçao, with company number 166108, duly licensed by the Curaçao Gaming Control Board and operating under license number OGL/2024/937/0857. The company’s registered address is located at Chuchubiweg 17, Willemstad, Curaçao.

This Policy has been developed to provide a comprehensive framework for receiving, managing, and resolving complaints submitted by players. It reflects KREVETKA B.V.’s ongoing commitment to upholding the highest standards of fairness, transparency, and player protection in accordance with the requirements established under Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, LOK) and the supervisory guidelines of the Curaçao Gaming Authority (CGA).

The purpose of this Policy is to guarantee all players access to a robust and effective complaints resolution process that prioritizes impartiality and ensures that player concerns are addressed in a timely and equitable manner. It further ensures that players have the right to escalate any unresolved complaints to free and independent Alternative Dispute Resolution (ADR) services in full compliance with Curaçao’s regulatory framework.

This Policy is binding upon all players from the moment they register an account and engage with the gaming services offered by KREVETKA B.V.. Players are deemed to have accepted the provisions of this Policy either through explicit acknowledgment during the registration process such as by ticking a checkbox or accepting a pop-up confirmation or by continuing to use the services provided under the company’s license.

The provisions of this Policy are intended to operate alongside and in full harmony with all applicable private law obligations, including, but not limited to, those set out in Book 6 of the Civil Code of Curaçao concerning general terms and conditions. Nothing in this Policy shall diminish or override a player’s rights under applicable civil law.

2. Definitions

For the purposes of this Policy, the following definitions apply:

Player

A Player means any natural person who has successfully registered an account with KREVETKA B.V., completed all mandatory identity verification and due diligence procedures, and participated in one or more gaming activities offered through the company’s licensed platform.



Complaint

A Complaint refers to any written expression of dissatisfaction submitted by a Player concerning the services, decisions, conduct, or terms of KREVETKA B.V., in which the Player seeks a response or remedial action.

Dispute

A Dispute is a Complaint that has not been resolved to the Player's satisfaction following the exhaustion of the internal complaint handling process and which has been escalated to an independent third-party ADR entity or, alternatively, to a competent court of law.

Alternative Dispute Resolution (ADR)

Alternative Dispute Resolution (ADR) means a process conducted by a CGA-certified independent entity for the impartial review and determination of unresolved Complaints between Players and KREVETKA B.V. ADR services are offered at no cost to the Player, with all expenses borne exclusively by the operator.

Responsible Gaming Complaint

A Responsible Gaming Complaint includes any issue raised by a Player concerning the implementation or enforcement of responsible gambling measures, including the availability and timely execution of self-exclusion or cooling-off periods, and any alleged failure to safeguard vulnerable individuals as per the company's Responsible Gaming Policy.

Technical Issue

A Technical Issue refers to any malfunction, outage, or defect in the software, hardware, or systems of KREVETKA B.V. that impacts the Player's ability to participate in gaming activities, whether through the website, mobile applications, or other supported platforms.

Fraudulent Activity

Fraudulent Activity includes any act or omission intended to deceive, defraud, or gain an unfair advantage, including but not limited to account takeovers, use of automated tools or bots, bonus abuse, or submission of falsified identity documents.

Complaint Handler

The Complaint Handler means the designated employee(s) or team within KREVETKA B.V. responsible for receiving, investigating, and resolving Player Complaints in accordance with this Policy. All Complaint Handlers are trained in applicable regulatory requirements and perform their duties impartially.



3. Complaint Submission Process

3.1 Complaint Window

Players of KREVETKA B.V. may submit a Complaint at any point within a period of six (6) calendar months from the date of the settlement of a bet, the occurrence of the relevant incident, or the conclusion of the gaming event to which the Complaint relates. This six-month timeframe applies equally to all gaming activities offered by the company, including but not limited to peer-to-peer gaming services such as poker, ante-post fixed odds betting, and in-running sports betting.

In situations involving in-running betting markets, where outcomes and decisions may rely upon rapidly changing data, Players are strongly encouraged to submit their Complaints as soon as practicable. This recommendation reflects the reality that certain data points, due to their transient nature, may not remain available indefinitely, and the operator cannot reasonably be expected to preserve such information beyond its normal retention practices.

3.2 Official Complaint Submission

To ensure fairness and consistency, all Complaints must be submitted by the registered Player directly and shall utilize the designated Complaint Submission Form provided by KREVETKA B.V.. This form is made available:

- As a downloadable PDF or Word document accessible from the company's website, which may be completed and submitted via email (or)
- As an interactive online form that may be completed and submitted directly through the Player's account dashboard.

The Complaint Submission Form requires the Player to provide, at a minimum, the following details:

- Full name, address of residence, and Player account identifier (if applicable).
- The date of the Complaint and the date of the event or decision giving rise 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 issues, technical failures, Responsible Gaming concerns).

Players are advised that they may be asked to supply additional information or documentation reasonably necessary for KREVETKA B.V. to conduct a full and fair



investigation. Any such requests for further information are to be proportionate to the nature and complexity of the Complaint.

3.3 Role of the Curaçao Gaming Authority (CGA)

Players are to be informed that the Curaçao Gaming Authority does not intervene in individual disputes between Players and licensed operators. The CGA's role in the Complaints framework is supervisory in nature, using aggregated Complaint data to monitor compliance and to support its regulatory enforcement activities.

Players retain the right, however, to report concerns directly to the CGA in situations where they believe KREVETKA B.V. has engaged in regulatory non-compliance, malpractice, or breach of licensing conditions. The operator must not impose any restrictions on a Player's ability to contact the CGA for these purposes.

4. Complaint Resolution Process

4.1 Prioritization of Complaints

All Complaints received by KREVETKA B.V. will be logged and assessed to determine priority. Complaints raising issues of Responsible Gaming including but not limited to failures to implement self-exclusion measures or alleged 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 endeavor to issue a final response within five (5) business days, subject to extensions of no more than two (2) additional weeks in exceptional circumstances, where the complexity of the case or external factors necessitate additional time.

All other categories of Complaints will be handled in chronological order of submission, with an initial target resolution period of four (4) weeks, extendable by a further four (4) weeks for complex or evidentially demanding cases.

4.2 Acknowledgment of Receipt

Upon receipt of a Complaint, KREVETKA B.V. issues a formal acknowledgment in writing within the following timeframes:

- Within two (2) calendar days for Responsible Gaming Complaints.
- Within seven (7) calendar days for all other types of Complaints.

The acknowledgment includes:

- Confirmation of receipt and assignment of a unique Complaint reference number.



- A clear explanation of the steps to be followed in the investigation and resolution process.
- The expected timeline for resolution, including notification of the possibility of extensions and the circumstances under which they may be invoked.

4.3 Investigation and Resolution

All Complaints will be investigated thoroughly and impartially. This process will involve:

- Review of all relevant account information, transaction logs, system records, and communication histories.
- Consultation with relevant internal departments (such as Customer Support, Compliance, Technical Operations) to ensure a holistic understanding of the Complaint.
- Requests to the Player for any supplementary information required to advance the investigation.

The Complaint Handler will ensure that investigations are conducted with diligence and transparency and that Players receive reasoned decisions supported by evidence.

Upon conclusion of the investigation, the Player is provided with:

1. A written explanation of the outcome, including supporting evidence where appropriate.
2. Clear information regarding the Player's right to escalate the matter to ADR if dissatisfied with the resolution.
3. The contact details of the ADR provider(s) engaged by KREVETKA B.V..

4.4 Use of Artificial Intelligence (AI)

While KREVETKA B.V. may utilize artificial intelligence tools to assist in certain aspects of complaint handling such as triaging cases or analyzing patterns human oversight remains mandatory for:

- All Responsible Gaming Complaints.
- All Complaints deemed complex or involving sensitive personal information.

AI-assisted resolutions are reviewed for fairness, accuracy, and consistency to ensure regulatory compliance and to safeguard Player rights.

5. Alternative Dispute Resolution (ADR)

5.1 Access to ADR Services

If a Player remains dissatisfied following exhaustion of the internal Complaints process, they have the right to escalate the matter to an independent ADR provider. ADR services will be provided free of charge to the Player, with all associated costs borne by KREVETKA B.V.

5.2 Binding Nature of ADR Decisions

Once an ADR process has been completed and a determination issued, neither the player nor KREVETKA B.V. may recommence the process with another ADR entity. Players may, however, pursue legal remedies in accordance with applicable laws where the ADR outcome is not binding under private law.

5.3 Limitations on ADR Abuse

KREVETKA B.V. may, in consultation with legal advisors, impose reasonable parameters on ADR referrals to prevent abuse (e.g., minimum claim values). Such parameters must be proportionate and compliant with applicable civil legislation and subject to the regulator's oversight.

6. Record-Keeping and Reporting

6.1 Record Maintenance

KREVETKA B.V. acknowledges its responsibility under the regulatory framework of Curaçao to maintain comprehensive, accurate, and securely stored records of all Complaints submitted by Players. Such records include, but are not limited to, the following:

- Copies of all Complaint Submission Forms received, whether submitted electronically or in hard copy.
- Correspondence between the Player and the company's representatives during the course of the complaint resolution process.
- Internal investigation reports and supporting documentation, including account histories, transaction logs, and technical reports as applicable.
- Records of any referrals or escalations to an ADR provider or legal proceedings initiated by either party.

These records are retained for a minimum period of five (5) years from the date of final resolution of the Complaint or, where applicable, in accordance with any shorter period stipulated by applicable data protection laws, statute of limitations, or other relevant legal

requirements. The company's data retention practices are fully compliant with the local regulations and other applicable privacy standards.

6.2 Regulatory Reporting Obligations

In addition to internal recordkeeping, KREVETKA B.V. submits comprehensive biannual reports to the Curaçao Gaming Authority. These reports, due on January 15th and June 15th of each calendar year, cover all Complaints received since the preceding reporting period and include the following:

1. The total number of Complaints submitted by Players.
2. A detailed breakdown of resolved Complaints, specifying how many were upheld in favor of the Player and how many were rejected.
3. The number of Complaints that remain pending or unresolved as of the reporting date.
4. Categorization of Complaints by type (e.g., technical issues, payment delays, Responsible Gaming concerns).
5. The number of Complaints escalated to ADR and their respective outcomes.
6. The number and nature of cases where Players have initiated legal action against the company.

The CGA retains the authority to request access to any Complaint records at any time to support its supervisory functions. KREVETKA B.V. will ensure full cooperation with such regulatory requests and provide the requested information promptly and in the prescribed format.

7. Terms and Conditions Integration

This Complaints Policy is regarded as an integral component of KREVETKA B.V.'s Terms and Conditions and is available to all Players in a manner that is clear, prominent, and easily accessible.

To this end, KREVETKA B.V.:

- Publishes the Policy as a standalone document accessible via a conspicuous link on the company's homepage, registration page, and within the Player account dashboard.
- Includes a summary of the complaints procedure in the Terms and Conditions, with direct hyperlinks to the full Policy.

- Requires Players to expressly acknowledge and accept the Complaints Policy during account registration, utilizing mechanisms such as a confirmation tick-box or pop-up window to ensure informed consent.

The Terms and Conditions also contain:

1. An explanation of the Complaint submission process and timelines for resolution.
2. Notification of Players' rights to escalate unresolved Complaints to ADR and to pursue legal remedies where applicable.
3. A clear statement that while the CGA does not mediate individual disputes, it may be contacted for concerns regarding regulatory non-compliance.

8. Reasons for Complaint

Players of KREVETKA B.V. are entitled to lodge Complaints in relation to any aspect of their engagement with the company's gaming and betting services. The following, while not exhaustive, illustrates the types of issues for which a Complaint may be submitted:

1. **Deposit Issues** – Delays, non-processing, or errors in crediting deposits to Player accounts.
2. **Withdrawal Issues** – Disputes concerning withdrawal requests, including delays or denials.
3. **Bonus Terms and Conditions** – Perceived unfairness or disputes regarding promotional offers or bonus requirements.
4. **Account Closures or Restrictions** – Allegations of unjustified account suspension, closure, or imposition of restrictions.
5. **Game Fairness** – Complaints relating to perceived errors, software malfunctions, or game outcomes.
6. **Responsible Gaming Concerns** – Alleged failures in implementing or honoring self-exclusion requests or cooling-off periods.
7. **KYC and Verification Procedures** – Concerns over the company's identity verification and due diligence processes.
8. **Data Protection and Privacy** – Issues arising from the handling, processing, or protection of Player personal data.
9. **Technical or Software Malfunctions** – Failures in platform accessibility, functionality, or user interface performance.

10. **Fraudulent Activities** – Allegations of fraudulent practices by third parties or the operator itself.
11. **Minors' Access** – Reports of underage individuals accessing the gaming platform.
12. **License or Regulatory Breaches** – Any perceived violations of the licensing conditions or regulatory obligations imposed on the company.

9. Governing Law and Jurisdiction

This Policy is governed by and constructed in accordance with the laws of Curaçao. Any legal action arising from or in connection with this Policy, which has not been resolved through the internal Complaints process or via ADR, shall be subject to the exclusive jurisdiction of the competent courts of Curaçao, without prejudice to the rights of Players to initiate proceedings in their jurisdiction of residence where such rights are granted by applicable law.

10. Contact Information

Players may contact KREVETKA B.V. regarding Complaints through the following channels:

- **General Enquiries:** support-en@pongbet88.com
- **Complaints:** complaints@pongbet88.com
- **Live Chat:** Available 24/7 via the website.
- **Complaint Submission Form:** Accessible at <https://pongbet88.com/>
- **Alternative Dispute Resolution (ADR) Contact Details can be found:** <https://pongbet88.com/>
- **Curaçao Gaming Authority:** <https://www.gamingcontrolcuracao.org/>