

Complaint Policy

Version 1

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1. Policy Overview

We are committed to ensuring that all players have access to a transparent, fair, and efficient process for resolving complaints and disputes, with professionalism, independence, and a focus on fair outcomes. This commitment is made in accordance with Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, “LOK”), as well as the Alternative Dispute Resolution and Player Complaints Policy Guidelines issued by the Curaçao Gaming Authority (CGA). This policy will be displayed as required by CGA on our Terms and Conditions. Users are solely responsible for thoroughly reviewing the terms and conditions.

2. Definitions

A complaint is any written expression of dissatisfaction from a player concerning our services, decisions, terms, or conduct, where the player expects a response or resolution. If a complaint is not resolved to the player’s satisfaction and is escalated — either internally or externally — it becomes a dispute.

For the purpose of this policy, Client, Customer, User and Player are considered synonymous.

3. Process to Submit a Complaint or Dispute

Players may submit a complaint within six months of the relevant betting event, the outcome date, or the incident in question, by contacting us via live chat or email (*). We will offer a proposed solution. If the player does not accept the proposed solution, they will be invited to submit a formal claim by completing a form on a dedicated page that includes the following information:

- The claimant's full name, address, and country of residence
- The date of submission
- The claim must be written in one of the official languages: English or the claimant's national language
- A description of the conduct and product to which the claim refers
- A case number provided by our team, which will be registered in our system and used to track the complaint throughout the process.

Within 2 days of receiving the complaint, we will:

- Acknowledge receipt of the complaint
 - Provide an explanation of how the complaint will be processed
 - Inform the customer of the average resolution timeline, which shall not exceed 2 weeks

We may take up to five working days to propose a solution. If the case requires special consideration, this period may extend to two weeks. In all instances, we are committed to keeping the customer informed of any delays.

If delays are caused by the customer's lack of response or delayed response, the resolution period may be extended by a maximum of two additional weeks (i.e., 4 weeks total from submission). In exceptional or complex cases, an alternative process may be followed, extending the resolution period to a maximum of 8 weeks.

4. Final Response

The final response will be one of the following:

- A reasoned final assessment of the outcome or resolution of the complaint, including supporting evidence where applicable.
- A detailed explanation of why the complaint cannot be handled. If additional information is reasonably required to fully address the complaint, this must be requested within the initial 4-week period. If the customer fails to provide the requested information within that period, we may reject the complaint.

5. Escalation to ADR and Additional Rights

If the proposed solution in the previous steps is accepted by the player, the matter is considered resolved.

If the player does not accept the outcome, they have the right to escalate the matter free of charge to a designated ADR (Alternative Dispute Resolution) by submitting a formal request form. This form must be completed in full and may be submitted in the player's national language.

Our team will assist the player by:

- Providing a secure link to the ADR escalation form required to raise the issue to our designated ADR body.
- Offering guidance on the conditions under which a matter may be eligible for ADR.
- Offering guidance on key considerations when escalating a complaint to ADR.

The ADR escalation form will be hosted on a restricted-access page that also includes:

- The applicable ADR regulations.
- The conditions under which complaints may be escalated.
- Once submitted, the ADR escalation form is sent directly to the designated ADR entity, which will take over the matter in accordance with CGA regulations.

Important: Once the ADR process has been initiated, it may not be restarted with a different ADR provider. If a player withdraws from the ADR process, the case will be considered closed and cannot be reopened.

6. Assignment and Role of the ADR

We will select an ADR provider following the process established by the Curaçao Gaming Authority to ensure the designated ADR meets the requirements established by regulation.

The ADR provider will assess the dispute independently and issue a decision, which will be binding on us as the licence holder.

The ADR provider may mediate or adjudicate the complaint presented by the player, depending on its nature. Decisions made by the ADR provider are binding on us, although players retain the right to pursue legal action independently should they wish to do so.

Furthermore, players may report any breaches of licence conditions or instances of misconduct directly to the CGA. However, it is important to note that the CGA does not intervene in individual dispute resolutions.

Please note that a submitted complaint is assigned to a specific user and case context. It cannot be reassigned to another individual or transferred to a different account, regardless of any changes in personal circumstances.

Our designated ADR is: [Coordinates of the ADR body]

7. Grounds for Complaint

Players may submit complaints relating to, but not limited to:

- Deposit or withdrawal issues;
- Bonus terms and conditions;
- Account suspensions, restrictions or closures;
- Alleged errors or fairness concerns in games;
- Responsible gaming matters;
- Treatment of player balances
- KYC (Know Your Customer) or verification problems;
- Data protection concerns;
- Technical or software failures;

- AML (Anti-Money Laundering) concerns;
- Suspected fraud;
- Alleged breaches of license or regulatory obligations;
- Unfair contractual terms.

In line with section 5 of the Player Complaints Policy Guidelines, Version 1.1, issued by the CGA, we are entitled to set specific parameters for the escalation of complaints to ADR (Alternative Dispute Resolution) in order to prevent misuse. Accordingly, if a complaint is associated with an amount or issue valued below USD 5,000 (five thousand United States dollars), we may prevent the escalation of the case to the ADR. However, this does not preclude an individual assessment of each case, as required by the applicable regulation. All relevant circumstances must be taken into account when evaluating whether the case should be escalated to the ADR, regardless of the amount involved.

8. Reasons for Refusal to Take a Dispute

An ADR provider may refuse to consider a dispute under the following circumstances:

- The complaint process has not been fully completed in accordance with the Complaints Policy set out by the CGA.
- The dispute is frivolous or vexatious.
- The dispute is already under consideration by another ADR provider or a court.
- The issue involves complex legal matters better suited for court resolution.
- The dispute falls outside the scope of contractual or transactional matters.

The ADR provider should not handle gambling licence breaches unless they present a clear contractual or transactional issue. However, in such cases, the provider should verify with the CGA whether any contractual aspects of the dispute fall within its scope.

9. Record-Keeping and Reporting

We maintain detailed records of complaints in line with our regulatory obligations.

Unresolved complaints and those referred to ADR or legal proceedings are retained for a period of five years, or as otherwise required by applicable law.

We submit complaint reports to the CGA twice a year, by 15 January and 15 June, and we ensure transparency in relation to ADR outcomes and any related regulatory updates.

10. Contact Information

Company Name: [Insert company name]

Registered Address: [Insert full address]

Email: [Insert email address]

Website: [Insert website link]

ADR Provider: [Insert ADR provider details]

*Please note that other specific scenarios may apply as set out in the applicable law. It is the customer's responsibility to read and understand the relevant legal provisions.

Deeuw

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