

Pelican Entertainment B.V. (134359)
License Number OGL/2024/561/0554

PLAYER COMPLAINTS POLICY

Board of Directors:

14/07/2025

1. Introduction to the Complaints Policy

This Player Complaints Policy ("Policy") has been formally adopted and published by Pelican Entertainment B.V., a private limited liability company incorporated under the laws of Curaçao, registered with company number 134359, and operating under the license number OGL/2024/561/0554 issued by the Curaçao Gaming Control Board.

This Policy sets out a comprehensive framework for the receipt, handling, and resolution of complaints submitted by Players. It demonstrates Pelican Entertainment B.V.'s commitment to maintaining the highest standards of fairness, transparency, and Player protection, in full alignment with the requirements of Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de Kansspelen, LOK) and the supervisory guidelines established by the Curaçao Gaming Authority (CGA).

The primary purpose of this Policy is to ensure all Players have access to a reliable and impartial complaints resolution process that addresses their concerns in a timely and equitable manner. It also guarantees Players the right to escalate unresolved Complaints to independent and cost-free Alternative Dispute Resolution (ADR) services, in compliance with Curaçao's regulatory framework.

This Policy becomes binding on all Players from the moment they register an account and engage with the gaming services offered by Pelican Entertainment B.V. Acceptance is confirmed either through explicit acknowledgment during registration—such as ticking a checkbox or responding to a pop-up confirmation—or by continued use of the company's services.

The provisions of this Policy operate in conjunction with all applicable private law obligations, including but not limited to those set out in Book 6 of the Civil Code of Curaçao relating to general terms and conditions. Nothing in this Policy shall restrict or override any rights granted to Players under applicable civil law.

2. Definitions

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

Player

A Player refers to any natural person who has successfully registered an account with Pelican Entertainment B.V., completed all required identity verification and customer due diligence procedures in line with regulatory standards, and participated in one or more gaming activities offered on the company's licensed platform.

Complaint

A Complaint is any written communication from a Player expressing dissatisfaction with Pelican Entertainment B.V.'s services, decisions, conduct, or terms, and seeking a response 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 complaint handling process and has been escalated to an

independent Alternative Dispute Resolution (ADR) provider or, where applicable, a competent court of law.

Alternative Dispute Resolution (ADR)

Alternative Dispute Resolution (ADR) is a process facilitated by an independent entity certified by the Curaçao Gaming Authority (CGA), providing impartial review and resolution of Complaints not settled internally. ADR services are provided at no cost to the Player, with all expenses borne entirely by Pelican Entertainment B.V.

Responsible Gaming Complaint

A Responsible Gaming Complaint includes any concern raised by a Player regarding the company's responsible gambling measures. This includes delays or failures in implementing self-exclusion or cooling-off periods, or any perceived shortcomings in safeguarding vulnerable individuals in accordance with Pelican Entertainment B.V.'s Responsible Gaming Policy.

Technical Issue

A Technical Issue refers to any malfunction, outage, or defect in the software, hardware, or systems operated by Pelican Entertainment B.V. that hinders a Player's ability to access or participate in gaming activities via the website, mobile applications, or other supported platforms.

Fraudulent Activity

Fraudulent Activity encompasses any act, omission, or scheme intended to deceive, defraud, or secure an unfair advantage. This includes, but is not limited to, unauthorized account access, use of automated tools or bots, bonus abuse, or submission of falsified documents for identity verification.

Complaint Handler

The Complaint Handler refers to the designated personnel or team within Pelican Entertainment B.V. tasked with receiving, investigating, and resolving Player Complaints under this Policy. These individuals are trained in relevant regulatory requirements and are expected to act impartially and fairly throughout the complaint resolution process.

3. Complaint Submission Process

3.1 Timeframe for Submitting a Complaint

Players of Pelican Entertainment B.V. may submit 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 period applies consistently across all gaming activities offered by the company, including peer-to-peer gaming services such as poker, ante-post fixed odds betting, and in-play sports betting markets.

In the case of in-play betting, where outcomes and decisions rely on rapidly changing data, Players are strongly encouraged to lodge their Complaints as soon as possible. Given the transient nature of such data, Pelican Entertainment B.V. cannot reasonably be expected to preserve this information beyond standard retention periods.

3.2 Method for Filing a Complaint

To ensure fairness and consistency, all Complaints must be submitted directly by the registered Player using the official Complaint Submission Form provided by Pelican Entertainment B.V. This form is available in the following formats:

- A downloadable PDF or Word document accessible via the company's website, which can be completed and returned via email (or)
- An interactive online form available through the Player's account dashboard, allowing submission directly within the platform.

When submitting a Complaint, Players are required to provide, at a minimum:

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

Players may also be asked to provide additional information or documentation if reasonably necessary for Pelican Entertainment B.V. to conduct a thorough investigation. Such requests will be proportionate to the complexity of the Complaint.

3.3 Role of the Curaçao Gaming Authority (CGA)

Players should note that the Curaçao Gaming Authority does not act as a mediator for individual disputes between Players and licensed operators. The CGA's role is primarily supervisory, focusing on the analysis of aggregated Complaint data to monitor operator compliance and support regulatory enforcement actions.

Nonetheless, Players retain the right to contact the CGA directly if they believe Pelican Entertainment B.V. has breached its licensing obligations or engaged in regulatory non-compliance. The company will not impose any restrictions on a Player's ability to report such concerns to the regulator.

4. Complaint Resolution Process

4.1 Prioritization of Complaints

All Complaints received by Pelican Entertainment B.V. are logged systematically and assessed to determine their priority. Complaints involving Responsible Gaming concerns,

including failures to implement self-exclusion measures or alleged targeting of vulnerable individuals, are prioritized for expedited handling due to their potential impact on Player welfare.

For Responsible Gaming-related Complaints, the company aims to provide a final response within five business days. In exceptional cases where complexity or external factors require additional time, this period may be extended by no more than two additional weeks.

All other types of Complaints are addressed in the order in which they are received. The standard resolution timeframe is four weeks. If necessary, this period may be extended by an additional four weeks for cases that are particularly complex or require extensive evidence gathering.

4.2 Acknowledgment of Receipt

When a Complaint is submitted, Pelican Entertainment B.V. will issue a formal acknowledgment in writing within the following timeframes:

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

This acknowledgment will include:

- Confirmation of receipt and assignment of a unique Complaint reference number.
- An outline of the steps involved in the investigation and resolution process.
- The anticipated timeline for resolution, including notice of possible extensions and the circumstances under which they may apply.

4.3 Investigation and Resolution

Each Complaint is subject to a thorough and impartial investigation, which includes:

- Review of relevant account data, transaction records, system logs, and communication history.
- Consultation with internal departments such as Customer Support, Compliance, and Technical Operations to achieve a comprehensive understanding of the issue.
- Requests for additional information or documentation from the Player where necessary to facilitate a complete investigation.

Once the investigation is concluded, the Player will receive:

- A written explanation of the outcome, including supporting evidence where applicable.
- Information on the Player's right to escalate the matter to an Alternative Dispute Resolution (ADR) provider if they are not satisfied with the resolution.
- Contact details for the ADR provider(s) engaged by Pelican Entertainment B.V.

4.4 Use of Artificial Intelligence (AI)

Pelican Entertainment B.V. may employ artificial intelligence tools to support certain aspects of complaint management, such as triaging submissions or analyzing patterns. However, human oversight remains mandatory in the following instances:

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

Any resolutions supported by AI tools are subject to human review to ensure fairness, accuracy, and compliance with regulatory obligations while safeguarding Player rights.

5. Alternative Dispute Resolution (ADR)

5.1 Access to ADR Services

If a Player is not satisfied with the outcome after completing Pelican Entertainment B.V.'s internal complaints process, they have the right to escalate their Complaint to an independent Alternative Dispute Resolution (ADR) provider. ADR services are offered free of charge to the Player, with all associated costs borne entirely by Pelican Entertainment B.V. in line with its regulatory obligations.

5.2 Binding Nature of ADR Decisions

Once an ADR process is concluded and a final determination has been issued by the ADR provider, neither the Player nor Pelican Entertainment B.V. may reinitiate the same matter with a different ADR entity. However, Players retain the right to seek legal remedies in accordance with applicable laws where the ADR decision is not binding under private law.

5.3 Safeguards Against Abuse of ADR

To ensure the ADR process is used appropriately, Pelican Entertainment B.V. may, after consultation with its legal advisors, establish reasonable limitations on referrals. Such measures could include minimum claim thresholds or other criteria designed to prevent misuse of ADR services. Any restrictions imposed will remain fair, proportionate, and in

compliance with applicable civil legislation, and will be subject to oversight by the Curaçao Gaming Authority.

6. Record-Keeping and Reporting

6.1 Record Maintenance

Pelican Entertainment B.V. recognizes its responsibility under Curaçao's regulatory framework to maintain comprehensive, accurate, and securely stored records of all Complaints submitted by Players. These records are essential to ensuring transparency, accountability, and compliance with supervisory requirements. They include, but are not limited to:

- Copies of all Complaint Submission Forms received, whether submitted electronically or in physical format.
- All correspondence between the Player and company representatives during the complaint resolution process.
- Internal investigation reports and supporting documentation, including account histories, transaction logs, and technical evaluations where applicable.
- Records of referrals or escalations to Alternative Dispute Resolution (ADR) providers and any legal proceedings initiated by either party.

These records are retained for a minimum period of five years from the date of final resolution of the Complaint unless a shorter retention period is specified by applicable data protection laws, statutes of limitation, or other relevant legal requirements. Pelican Entertainment B.V.'s data retention practices are fully compliant with local regulations and applicable privacy standards.

6.2 Regulatory Reporting Obligations

In addition to internal recordkeeping, Pelican Entertainment B.V. submits detailed biannual reports to the Curaçao Gaming Authority (CGA). These reports, which are due on January 15th and June 15th of each calendar year, cover all Complaints received during the preceding reporting period and include:

- The total number of Complaints submitted by Players.
- A detailed breakdown of resolved Complaints, indicating how many were upheld in favor of the Player and how many were rejected.
- The number of Complaints still pending or unresolved as of the reporting date.
- Categorization of Complaints by type, such as technical issues, payment disputes, or Responsible Gaming concerns.

- The number of Complaints escalated to ADR and their respective outcomes.
- Information on cases where Players have initiated legal proceedings against the company.

The CGA has the authority to request access to Complaint records at any time as part of its supervisory functions. Pelican Entertainment B.V. will fully cooperate with such requests and provide the requested information promptly and in the format prescribed by the regulator.

7. Integration with Terms and Conditions

This Complaints Policy forms an integral part of the Terms and Conditions of Pelican Entertainment B.V. and is made available to all Players in a clear, prominent, and easily accessible manner.

To ensure full transparency, Pelican Entertainment B.V. has implemented the following measures:

- The complete Complaints Policy is published as a standalone document, accessible through a prominent link on the company's homepage, registration page, and within the Player account dashboard.
- A summary of the complaints procedure is included in the Terms and Conditions, accompanied by direct hyperlinks leading to the full Policy text.
- During the account registration process, Players are required to acknowledge and accept the Complaints Policy. This acknowledgment is obtained through mechanisms such as a confirmation checkbox or a pop-up notification, ensuring informed consent before account activation.

The Terms and Conditions also provide:

- A clear explanation of the complaint submission process and applicable timelines for resolution.
- Information on the Player's right to escalate unresolved Complaints to an independent Alternative Dispute Resolution (ADR) provider and pursue further legal remedies where applicable.
- A statement clarifying that while the Curaçao Gaming Authority (CGA) does not intervene in individual disputes, it may be contacted for concerns regarding regulatory breaches or non-compliance by the operator.

8. Reasons for Filing a Complaint

Players of Pelican Entertainment B.V. have the right to submit a Complaint regarding any aspect of their interaction with the company's gaming and betting services. The following

examples, while not exhaustive, illustrate common types of issues that may be the subject of a Complaint:

- **Deposit Issues** – Delays, non-processing, or errors in crediting deposits to Player accounts.
- **Withdrawal Issues** – Disputes involving withdrawal requests, including delays, denials, or partial payments.
- **Bonus Terms and Conditions** – Concerns about the fairness, clarity, or application of promotional offers or bonus requirements.
- **Account Closures or Restrictions** – Allegations of unjustified account suspension, closure, or limitations imposed on account use.
- **Game Fairness** – Issues related to perceived software errors, system malfunctions, or outcomes deemed unfair by the Player.
- **Responsible Gaming Concerns** – Complaints regarding failures in implementing or honoring self-exclusion requests, cooling-off periods, or other responsible gambling measures.
- **KYC and Verification Procedures** – Concerns about delays or difficulties in the identity verification and due diligence processes.
- **Data Protection and Privacy** – Issues concerning the handling, storage, or protection of Player personal data.
- **Technical or Software Malfunctions** – Problems affecting platform accessibility, functionality, or user interface performance.
- **Fraudulent Activities** – Allegations of fraudulent behavior by third parties or the operator itself.
- **Minors' Access** – Reports of underage individuals gaining access to the gaming services.
- **License or Regulatory Breaches** – Suspected violations of licensing conditions or non-compliance with regulatory obligations by Pelican Entertainment B.V.

Players are encouraged to provide detailed descriptions and any relevant supporting evidence when lodging a Complaint to facilitate a thorough and prompt investigation.

9. Governing Law and Jurisdiction

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

This is without prejudice to the rights of Players to initiate legal action in their country of residence where such rights are provided under applicable local laws.

10. Contact Information

Players who wish to submit a Complaint or require additional information may contact Pelican Entertainment B.V. through any of the following channels:

<https://melbet.com>:

- **General Enquiries:** info-en@melbet.com
- **Complaints Department:** complaints@melbet.com
- **Live Chat:** Available 24/7 via the company's website at <https://melbet.com>
- **Complaint Submission Form:** Accessible at <https://melbet.com>
- **Alternative Dispute Resolution (ADR):** Information available at <https://melbet.com>
- **Curaçao Gaming Authority:** <https://www.gamingcontrolcuracao.org>

<https://astekbet.com>:

- **General Enquiries:** info@astekbet.com
- **Complaints Department:** complaints@astekbet.com
- **Live Chat:** Available 24/7 via the company's website at <https://astekbet.com>
- **Complaint Submission Form:** Accessible at <https://astekbet.com>
- **Alternative Dispute Resolution (ADR):** Information available at <https://astekbet.com>
- **Curaçao Gaming Authority:** <https://www.gamingcontrolcuracao.org>

By: Director of Pelican Entertainment B.V.

Name: (SMES) Solutions for Management and Employment Support N.V.

Date: 22/07/2025

Signature:

