

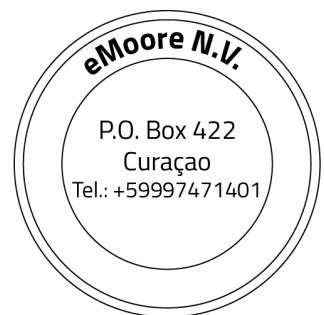


Complaints Handling Policy – v7.0
Webmedia Development N.V
(“betboro”)

Signature: *C. Drommond*

Name: C. Drommond, Proxyholder of eMoore N.V.

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1. Version Control

Name	Description
Document Name	Complaints Handling Policy
Version	7.0
Responsible officer	Compliance department
Approving official	Emoore N.V
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Version	Description	Date	Initials
1.0	Policy Implementation	March 2019	HO
2.0	Annual review	30/11/2020	HO
3.0	Annual review – No Update	30/11/2021	HO
4.0	Annual Review	Nov 2022	HO
5.0	Policy Review – No Update	June 2023	HO
6.0	Policy review-amendment.	July 2025	HO
7.0	Policy review-amendment	Aug 2026	IP

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3. Definitions and Interpretation

In this Complaints Handling Procedure, the following expressions have the following meanings:

“ADR”	means Alternative Dispute Resolution;
ADR entity	The alternative dispute resolution entity that the Company has signed an agreement with to provide their players with ADR services
“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the UK;
Company	Webmedia Development N.V., a limited liability company duly organized under Curacao law registered with the Chamber of Commerce and Industry in Curacao under number #130654
“Complaint”	means a complaint about the Company’s services, customer service and employees;
“Complaints Policy”	means the Company’s settlement of complaints policy, available within the company’s Terms and Conditions;
“Complaint Reference”	means a unique number assigned to a Complaint that will be used to track that Complaint;
“Customer”	means a player of the Company’s and includes potential players who are yet to deposit on the site;
“Disputes”	means any complaint that are about the customer’s gambling transaction and have not been resolved at the first stage;
“External Resolution”	means the referral of a Complaint to the ADR for resolution by a Customer if that Customer is not satisfied with the outcome of this Complaints Handling Procedure;
“ODR”	means the Online Dispute Resolution platform of the European Commission; and
“Recommendation”	Means the recommended resolution to a Complaint made by the staff member handling a Complaint.

4. Responsibilities

To establish the manner in which players can communicate about their complaints regarding Company's website and how these are handled. This Complaints Policy is based on regulatory requirements under the Landsverordening op Kansspelen ("LOK") and the Player Complaints Policy Guidelines version 1.1. of June 18th 2025, by the Curaçao Gaming Authority ("CGA").

The Company shall provide a Customer Support service equipped with adequate resources to promptly and effectively respond to Customers via phone and email.

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

Procedure

Complaints can only be done by the Registered Player. A Registered Player is not allowed to sell, donate, rent out, lease, pawn or pledge, under any title, any of their (alleged) claims.

The Registered Player has the right to file a complaint regarding any aspect of their relationship with the operator or any incident arising from their participation in a game of chance offered on the Company's platform or website, including but not limited to:

1. Deposit issues
2. Withdrawal issues
3. Bonus terms and conditions
4. Account closures or restrictions
5. Alleged errors or unfairness in game outcomes
6. Responsible gaming issues
7. Treatment of player balances
8. KYC and Verification
9. Data Protection
10. Technical or Software issues
11. AML concerns
12. Issues with minors
13. Fraudulent games
14. Fraudulent practices
15. License or regulation
16. Unfair terms and conditions

Complaint Window

The Customer 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.

5. Type of complaints

Complaints may relate to any of Betboro's activities and or services and may include (but not be limited to):

1. The quality of Betboro's customer service;
2. The behaviour and/or professional competence of Betboro's employees;
3. Delays, defects, system errors or any other problems associated with the provision of services;
4. The following do not constitute Complaints. Customers raising such questions or matters should be raised through a ticket on the website:
5. General questions about Betboro's services;
6. General questions relating to offers and promotions;
7. Formal requests for the disclosure of information including, but not limited to, those made under the Data Protection Act 2018.

6. Receipt and Recording of 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.

Customers may make Complaints using any of the following methods:

1. In writing, addressed to the Company, at the Registered address of Dr. M.J. Hugenholtzweg Z/N UTS Gebouw, Curaçao.
2. By email, addressed to Support team, the Company at complaints@betboro.co.uk; and
3. By live chat, located on the company's website within the customer support page.

Upon receipt of Complaints, the following steps shall be taken as soon as reasonably practicable;

1. If a written Complaint is received by post, the Head of Customer Support shall log the complaint on the Company's complaints register;
2. If a written Complaint is received by email, the Head of Customer Support shall log the complaint on the Company's complaints register; and
3. If a complaint is received via live chat, a member of the Customer Support team collates the information and passes it onto the Head of Customer Support who logs the complaint on the Company's complaints register.

7. Complaint Information

The following information should be provided in as much detail as is reasonably possible when making a Complaint:

1. The Customer's name, address, telephone number and email address, indicating any preferred method of communication;
2. Further details of the Complaint including, as appropriate, all times, dates, events, and people involved;
3. Details of any documents or other evidence on which the Customer wishes to rely in support of the Complaint;
4. Details of how the Customer would like the Company to resolve the Complaint. Whilst the Company will make all reasonable efforts to accommodate such requests, however, the Company are not bound to take any action beyond that which the Company may be contractually or otherwise legally obliged to take.
5. Amount in dispute.
6. 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.

8. Timeline of Responsible gaming complaints

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.

9. Timeline of 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.

10. Complaints Handling

The following staff members are eligible to handle Complaints:

Head of Customer Support

Name: Ioannis Pagounis
Email: ip@betboro.com
Telephone Number: 0041799237703

Head of Compliance

Name: Ioannis Pagounis
Email: ip@betboro.com
Telephone Number: 0041799237703

If the Complaint relates to (a) particular employee(s), (a “**Complainee**” or “**Complainees**”), the Complainee(s) in question shall be informed of the Complaint and a meeting shall be arranged as required to discuss the Complaint. In such cases, the Complainee(s) should not, under any circumstances, contact the Customer directly regarding the Complaint. If the Customer contacts the Complainee(s) directly regarding the Complaint (which they are requested not to do in our Complaints Policy), the Complainee(s) should respectfully refuse to discuss the matter. Any such contact should be reported to the Company.

If additional information or evidence in support of the Complaint is required, the Customer shall be contacted using the Customer’s preferred method of communication, stating clearly what information or evidence is required. Customers should be respectfully reminded that any delay in their response to such a request may delay the resolution of their Complaint.

11. ADR

In all instances of communication, the customer support team shall readily be available to its Customers the applicable procedure for forwarding the Reportable Complaint to an Alternative Dispute Resolution (ADR) entity.

The Company is engaging with the independent ADR entity Resolvo N.V. which is an approved ADR entity by the CGA, to provide the Company’s players with a possibility to escalate their complaints to if the players are not satisfied with the Company’s conclusion of their reported complaint.

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.

The role for the ADR provider will be to deliver decisions that are well-sustained based on evidence and reasoned analysis. Ensuring independence, impartiality and sufficient expertise in handling disputes. Guaranteeing transparency and fairness thereby ensuring compliance with applicable regulatory requirements. Establishing the duties to each party regarding actioning the decision. Establishing whether or not publicity is permitted.

The ADR operator has a decision to refuse to take a case in circumstances where:

- The Complaint handling process has not been fully completed in accordance with the Player Complaints Policy set out by the CGA.
- The dispute is evidently frivolous or vexatious.
- The dispute falls outside acceptable ADR Parameters set by the operator.
- The dispute has already been reviewed by any CGA accredited ADR provider and a decision has been reached.
- The player is resurrecting a Dispute that has already commenced ADR with any CGA accredited ADR provider, however it was terminated by that ADR provider due to lack of engagement by the player or it was otherwise declined other than for reasons of conflict of interest.
- Conflict of interest

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.

Once the complaint has been processed by the independent ADR operator and is subsequently resolved, the same complaint cannot be re-submitted through a different ADR if the player is not in accordance with the outcome.

In the event that the player drops out of the ADR process while it is still in progress the player loses the right to resurface the dispute at a later date.

In the event that the player wishes to proceed with legal action, they must first try to resolve the dispute via the ADR operator. Only once this step is completed and the player is not satisfied with the outcome, they can proceed to submit legal action.

The information to contact the ADR operator is noted on the domain and with a note that all of the Company's complaint processes should be exhausted before they can contact the ADR operator to further their claim.

The ADR process is expected to take no more than 90 days (3 months) from the initial referral of the Dispute to its completion.

12. Complaint 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.

13. 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.

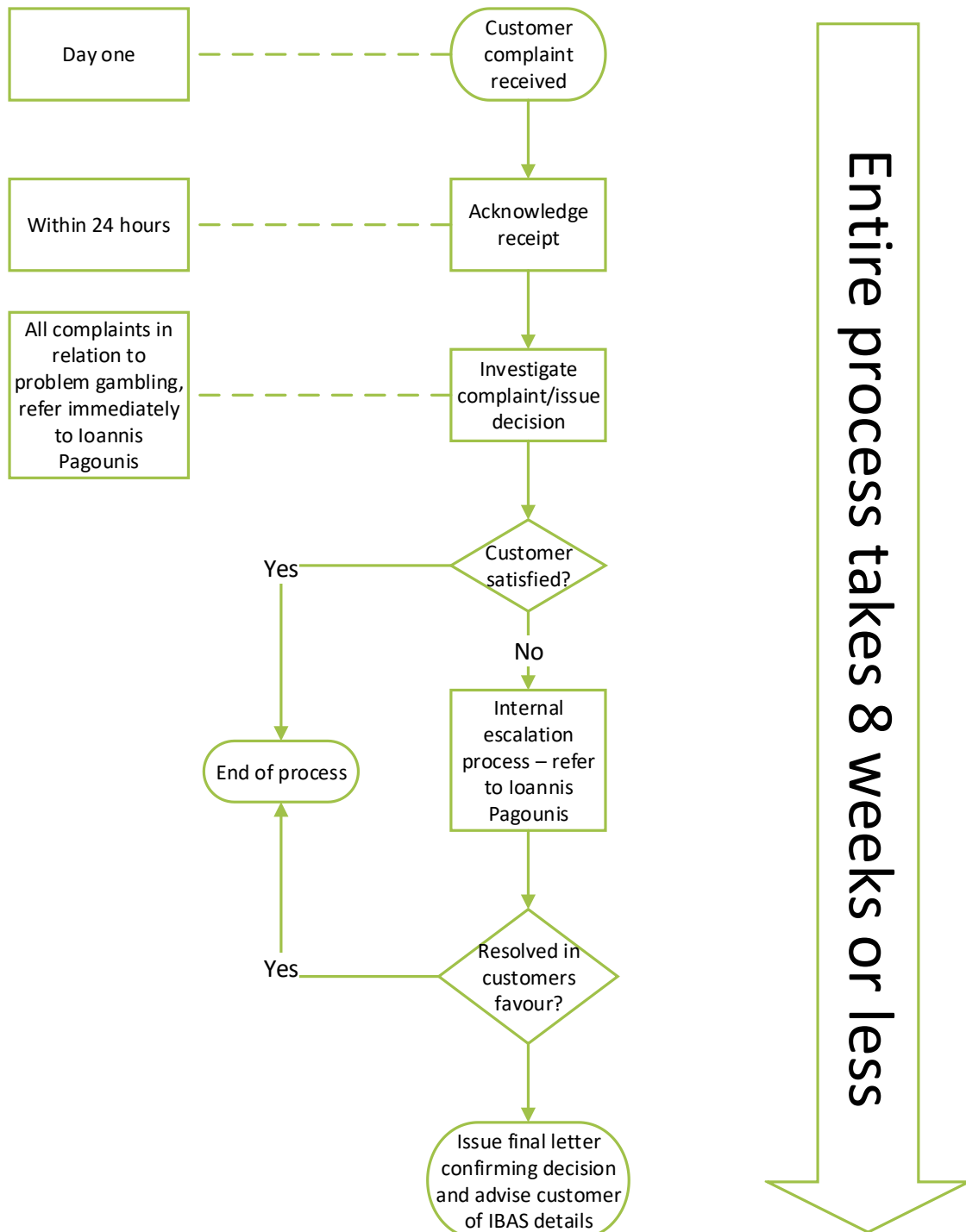
14. Confidentiality and Data protection

All Complaints, Appeals, evidence and other information gathered, held and processed under this Complaints Handling Procedure shall be treated with the utmost confidentiality at all times. Such information may be shared with employees of the Company only to the extent required to resolve the Complaint in question in accordance with this Complaints Handling Procedure.

In the event that the details of a Complaint are to be used for training or quality improvement purposes, in which case they may be shared with other employees of the Company beyond the scope of this Complaints Handling Procedure, the relevant Customer's express permission must first be sought using that Customer's preferred contact method. Personal details (that is, anything that may be used to identify the Customer) shall be removed from all information so used. Such permission may be revoked at any time in accordance with the Customer's right to do so under Section 6.2 of the Company's Customer Complaints Policy.

All personal information collected by the Company (including, but not limited to, Customers' names and contact details) shall only be collected, used and held in accordance with the provisions of the UK Data Protection Act 2018 and our Customers' rights under that Act, as detailed and embodied in the Company's GDPR Policy.

15. Internal Escalation Process



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