

Dispute Resolution Policy

Last update: 19th of May 2023

Approved by the Director

Date: 19th of May 2023

1. General information

- 1.1. Precise IG Solutions B.V., registration number 162989, registered at Schottegatweg Oost Unit 1-9 Bon Bini Business Center, Curacao (the “**Company**” or “**we**”), states explicitly that gambling, as well as participation in any game of chance provided by the company may be restricted by law or even prohibited in some countries. Such restrictions or prohibitions may be imposed even if the Company obtained the necessary permission (license for betting or organizing gambling).
- 1.2. The Customer should note that if the multiplayer poker and games such as lotteries are prohibited or permitted only under certain conditions which are not followed, the responsibility for any damage caused by this rests solely with the Customer.
- 1.3. The Customer must also take note that the Company is not required to provide Customers with information, instructions and warnings in a wider range than in the present paragraph. In particular, the Company is not liable for damages suffered by the Customer due to the violation of the relevant legislative prohibitions functioning in his/her country.
- 1.4. By rating or participating in the games, you confirm that you have reached the lowest age of consent limited by law of your country of residence and confirm your capacity to enter into the agreement with the Company. In case of non-fulfillment of these requirements your account will be closed and necessary measures will be applied. If Company closes account due non-fulfillment, balance of the account is transferred to the same account/wallet the deposit was made, in case balance accumulated from Company’s bonuses/rewards, account balance will be transferred to the Company.
All matters related to Customer’s accounts, deposits/withdrawals, gambling operations, etc. are detailed described in Company’s Terms and Services.
- 1.5. By participating in the games offered by the Company and using services of the Company, the Customer shall be fair, rational and act in a manner to avoid viciously use any mistakes, faults or any errors in Company’s platform. If upon using the services of the Company, the Customer detects a clear gambling error and Customer understands that in no circumstances the possible winning can be real and valid, the Customer shall notify the Company about this fault, error and refrain from gambling.
- 1.6. The Customer agrees that personal information provided to the Company during the betting, participation in any game of chance, or using any other company’s services is stored and used by automatic means. Detail information on the matters related to your personal data is described in Company’s privacy policy.

2. Dispute Resolution

- 2.1. Legal relations between the Customer and the Company are subject to the laws of Curacao and are regulated by it with the exception of the appropriate legal rules of international private law. The place of performance of all obligations at gambling is Curacao. All disputes arising over or regarding bets made by Customers, are resolved by the court in only as an ultimate mean if the disputes are not solved by the by the Company, common consensus or ruling of respective authorities described further in this policy.
- 2.2. All disputes with the Company about a payout, a blocked account, a delay, broken features and so on, should first be taken up directly with the Company.
- 2.3. If a Customer sees that the Company is not carrying out its communications as set out in its internal policy, it may contact Cyberluck Curacao N.V.

- 2.4. If the Customer sees that the Company is breaching its gambling license, it may contact Cyberluck Curacao N.V.
- 2.5. No disputes about the gambling can lead to a lawsuit, legal action, as well as claims on bookmaker licenses if the Company complies with the provisions of arbitration.
- 2.6. The Company has the option to propose to the Customer to resolve a dispute by mediation process.
- 2.7. In case of any claims and disputes from Customers' side related by participation in any game of chance, the Company's liabilities are limited by the size of bets or its possible winnings.
- 2.8. Complaints, queries, and difficulties are to be directed to our Customer Support Department on the following email: support@coinpoker.com.
- 2.9. The Company is allowed to for any form of Arbitration for any unresolved dispute under the conditions that meet the following cumulative qualifications:
 - 2.9.1. The arbitral tribunal has been established by the national law of the nation in which it resides;
 - 2.9.2. The arbitral tribunal resides within any of the member states of the EU or the United Kingdom;
 - 2.9.3. Arbitral tribunal have not been flagged by any regulatory body of the EU as partial and, or substandard;
 - 2.9.4. The place of arbitration shall be within the EU or the United Kingdom;
 - 2.9.5. Arbitral proceedings shall be held in the English language.
- 2.10. The Customer Support Department will do its best to provide the Customer with a reply or solution within 48 hours from the Customer's query or complaint. However, the outcome of the complaint will be communicated within a maximum of 10 (ten) days from receipt of the complaint. In exceptional circumstances wherein we feel that adequate resolution of the complaint requires further investigation, we may extend the timeframe by a further 10 (ten) days. We inform the Client about this delay within the first 10 (ten) days of receipt of the complaint.

3. Alternative Dispute Resolution

- 3.1. If the Customer believes that his/her complaint has not been handled satisfactorily and would like to appeal against the Company's handling of the complaint, Customer may refer the dispute to the Designated Alternative Dispute Resolution (the "**ADR**") entity. The ADR will examine the circumstances of the dispute in order to decide the outcome thereof. The designated ADR entity provides impartial ADR services for disputes that have arisen between Customers and the Company, as the B2C operator in this case. The ADR has been authorized by the Curacao Gaming Commission. In order to avail oneself of this service, the Customer will need to adhere to the following guidelines:
 - 3.1.1. The Customer needs to first ensure that he has tried to resolve the dispute via the Company's internal complaints procedure. It is only once this attempt has not been fruitful that the ADR entity will take into consideration any ADR dispute form submitted by a Customer.
 - 3.1.2. Customers may only resort to assistance from the ADR if the dispute is not being or has not been handled by another ADR service provider, regulator, or court. The ADR reserves the right to refuse any submission for review of a dispute if it deems the latter to have been submitted to a third party, or if it considers such request to be frivolous, vexatious, or does not relate to the outcome of a gambling transaction (example, betting result, application of bonus offers, misleading terms and conditions, or account management). It may also refuse to consider the dispute if in doing so, the effective operation of the ADR would have been seriously impaired, or if it feels that either of the parties has attempted to intimidate, threaten or exert undue external pressure on the ADR process. A reply informing the parties that the ADR's refusal to deal with the dispute will be provided within three weeks of submission of the request.

- 3.1.3. Once the Designated ADR tackles the dispute, the ADR's outcome is considered to be a binding decision vis-à-vis both the Customer and the Company. This, therefore, means that Customers may only seek further legal and judicial recourse in regards to matters allowed by applicable law. Such circumstances usually include, for instance, situations where the ADR has acted in a serious manner contrary to the rules of impartiality and equity according to law and such action has thereby prejudices the Customer's rights. It is however being made clear that the procedure before an ADR entity does not restrict the Customer's right to bring proceedings against the Company in any court of competent jurisdiction.
- 3.1.4. With the exception of when a claim falls outside the competence of the jurisdiction of the Small Claims Tribunal in Curacao, the Company may offer the Customer recourse to a form of non-binding dispute resolution, including mediation. At that stage, the Customer would also need to be informed of the necessary recourse to obtain a binding decision. For the purposes of clarity, claims of more than EUR 5 000 fall outside the competence of the jurisdiction of the Small Claims Tribunal in Curacao.
- 3.1.5. Submission of a request for assistance from the ADR is to be submitted within one year from the conclusion of the Company's review of the complaint.
- 3.1.6. Submissions to the ADR are to take place by means of the online ADR Dispute Form, accessible on the following link: <https://curacao-egaming.com/public-and-players/complaints-landing>.
- 3.1.7. Once the matter has been referred to the ADR, the Company will not be replying to any Customer's correspondence. Any communication will be channeled through the Designated ADR.