

Before the Arbiter for Financial Services

Case ASF 155/2025

AU

(the 'Complainant')

vs

Foris MT Limited

Reg. No. C 90348

(the 'Service Provider')

Sitting of 31 December 2025

The Arbiter,

Having considered in its entirety the Complaint filed on 17 July 2025, including the attachments filed by the Complainant,¹

The Complaint

Where, in summary, the Complainant claimed that he made four payments via his credit card to a website called **Bet4slot.com** on 03 June 2025 which at the time appeared legitimate and trustworthy. He claims that the site looked professional and his research of reviews by independent sources and user feedback gave no rise for any suspicion.

He claimed that after extended use, he tried to withdraw his balance on the merchant account and access the services he had paid for, but the site suddenly refused communication. A check on Trustpilot showed there were similar complaints against the site.²

¹ Complaint Form from page (p.) 1 - 8 and attachments p. 9 - 72.

² P. 3

He asked the Service Provider to make chargeback claims with VISA to recover the amount he was owed claimed to amount to €1,320.³

He claims that the Service Provider has refused to initiate chargeback procedures and requests the Arbiter to order the Service Provider to initiate proper chargeback procedures so that he could recover these funds.

Reply

In their Reply, Service Provider explain why they refused to make chargeback procedures by stating:

‘Our decision was based on the fact that the Disputed Transactions were carried out by the Complainant with his knowledge and consent.

In addition, it should be noted that the merchant counter party to these transactions is allegedly a website bet4slot.com – a merchant who offers in-game digital currencies and online gaming.

To provide additional context regarding the Company’s decision, the Company has previously received a similar complaint made by the Complainant regarding purchases made in November 2024 to a separate gambling website “Golden Panda Casino”. As part of the resolution process in this previous complaint, the Complainant officially confirmed that he waived any future dispute rights for gambling, trading and investing services and additionally confirmed that he understands that he would be fully liable for future payments made towards such services. Additionally, the Complainant confirmed and agreed that he would not seek assistance from the Company for any future transactions of this type. For your reference, we have attached a screenshot of the Complainant’s agreement appended under Fig. 2 and Fig. 3.

Despite the Complainant's explicit agreement which is exhibited in Fig. 3, the Complainant continued to perform similar transactions, the Disputed Transactions.

In summary, after a thorough review of the Complainant’s transactions together with the Complainant's history and release he has provided the Company with, the Company is of the opinion that we must uphold our decision to decline the

³ P. 5

*reimbursement request. As confirmed by the Complainant himself, the Disputed Transactions were made towards an online casino platform, and the Complainant has previously waived his right to dispute such payments due to a suspected pattern of abuse.*⁴

Attached to the Reply, there is a panel listing 6 chargeback transactions executed in November 2024 accompanied by the Complainant's declaration confirming that:

'I acknowledge and confirm that by disputing these transactions, I waive any future dispute rights for gambling, trading and investing services and I confirm that I understand I will be fully liable for them and will not seek assistance from Crypto.com for any future transactions of this type.'⁵

Hearing

During the hearing held on 27 November 2025, Complainant argued that this case is completely different from the chargebacks of November 2024 and, therefore, is not covered by the above-quoted declaration he had signed.⁶

On being cross-examined, he stated:

'Asked to confirm, however, with regard to the transactions that I have listed in this dispute, whether it is correct to say that it was me who actually authorised them and I proceeded with the transaction myself from my own device.

I say, yes, it was me who made the transactions.

Asked whether it is correct to say that the website Bet4slot.com is a website where there are games, live casino games and table games, I say they also have various games: they have sport betting, but you also have the opportunity to buy voucher codes, for example, for Steam games or vouchers for Amazon or something like this.

⁴ P. 81 - 82

⁵ P. 84

⁶ P. 85

And the main reason I used the website was for games but also for buying some vouchers because I am living in Germany and you are limited to €1,000 per month to buy in German regulated websites. That's why I used also in the past more than just one website where you can buy some codes or play some games which are located in Curacao or Costa Rica and so on, because they are not that regulated.

And, for example, I used this website, which is now offline, more often in the beginning of the year, for example, to buy some vouchers for Expedia, to buy some flights which are expensive and which exceed the €1000 limit if I do it via a German website. And there you can buy vouchers, for example, you pay only €600 for a flight that costs €800.

I am being asked when I say that the dispute resolution body for such website can't do anything, whether I am referring to the Bet4slot website or whether I am referring to the bank that I sent the money to or from.

No, I referred directly to Bet4slot. I don't know the system behind whether when I pay something onto the website, there is a payment provider between, for example, Crypto.com, where I had the money sent; if there is something between the website and where I send the money.⁷

Asked by the Arbiter how could it be that he had a sum of €3,700 on his account with the Merchant⁸ if he was using the website purely to buy goods and services and not to gamble or play casino games, Complainant replied:

'I say that you have, like, an online wallet. It's like, for example, my Crypto.com credit card. I top it up with €2,000 and then, I use these €2,000 within eight weeks to buy some things. And that was the same case. I say it was just an example. You have a wallet on this website. For example, you make deposits and if you play games and you win, the balance will remain in your wallet. And then, you can decide whether you want to buy things with this.

The Arbiter states that I am using this website not just to purchase things like a normal merchant; that I am using this website even to play, to gain and add value.

⁷ P. 86

⁸ P. 36

I say, yes, everything the website provided. I use it for everything.⁹

Consideration and analysis

Having seen the statements and evidence submitted by the Complainant;

Having seen the statements and evidence submitted by the Service Provider;

The Arbiter proceeds to determine and adjudge this complaint by reference to what, in his opinion, is fair, equitable, and reasonable in the particular circumstances and substantive merits of the case.¹⁰

There is little room for doubt that anyone who holds account balances on a casino website like **'bet4slot.com'** would be using such balance to gamble and play games provided by the casino as, ultimately, the Complainant himself admitted during the hearing above referred to.

This is further confirmed by the text of his complaint where he laments that:

'After extended use, I attempted to withdraw the funds and access the services I had paid for. At that point, the site suddenly refused communication, withheld my funds and provided no service in return.'¹¹

In addition to this, the Complainant admits he had personally and fully authorised the transactions for which he was seeking a chargeback¹² and presented no reliable evidence that he really had the claimed balance on the said casino website when the site was apparently closed down.

Consequently, the Arbiter finds no grounds to fault the Service Provider for refusing to initiate the VISA chargeback procedures. He considers that the payments for which a chargeback is being requested were in breach of the declaration Complainant had signed in November 2024 as above referred to and quoted.

⁹ P. 88

¹⁰ In terms of Article 19(3)(b) of CAP. 555 of the Laws of Malta.

¹¹ P. 3

¹² P. 86

Decision

For reasons explained above, Arbiter refuses this complaint and orders each party to bear its own cost of the proceedings.

Alfred Mifsud

Arbiter for Financial Services

Information Note related to the Arbiter's decision

Right of Appeal

The Arbiter's Decision is legally binding on the parties, subject only to the right of an appeal regulated by article 27 of the Arbiter for Financial Services Act (Cap. 555) ('the Act') to the Court of Appeal (Inferior Jurisdiction), not later than twenty (20) days from the date of notification of the Decision or, in the event of a request for clarification or correction of the Decision requested in terms of article 26(4) of the Act, from the date of notification of such interpretation or clarification or correction as provided for under article 27(3) of the Act.

Any requests for clarification of the award or requests to correct any errors in computation or clerical or typographical or similar errors requested in terms of article 26(4) of the Act, are to be filed with the Arbiter, with a copy to the other party, within fifteen (15) days from notification of the Decision in terms of the said article.

In accordance with established practice, the Arbiter's Decision will be uploaded on the OAFS website on expiration of the period for appeal. Personal details of the Complainant(s) will be anonymised in terms of article 11(1)(f) of the Act.
