

## **Before the Arbiter for Financial Services**

**UD**  
**(‘the Complainant’)**  
**vs**  
**ASF 270/2025**  
**EMP Systems Limited**  
**(Reg. No. C 64728)**  
**(‘EMP’)**  
**and**  
**vs**  
**ASF 311/2025**  
**MiFinity Malta Limited**  
**(Reg No. C 64824)**  
**(‘MML’)**

### **Sitting of 27 February 2026**

In terms of Article 30 of CAP. 555 of the Laws of Malta (ACT) which regulates the function of the Office of the Arbiter, the Arbiter is treating these two complaints together as they are filed by the same Complainant against two separate Service Providers (EMP and MML) consisting of claims which are intrinsically similar in nature.

In each case, the Complainant is seeking compensation from each Service Provider for a total of PLN<sup>1</sup> 30,000 equivalent to about €6,900 in respect of three transfers of PLN 10,000 each.

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<sup>1</sup> PLN is the currency of Poland (Zloty)

In case of EMP, these transfers were made between 02 and 04 July 2024; and in case of MML, these were made between 22 and 24 July 2024.

These payments were made with full authority of the Complainant in favour of Proton Bulls Ltd which operated a casino platform trading as Lemon Casino.

Complainant maintains that Lemon Casino operates illegally across the EU and the payments were processed by both providers in breach of their AML and regulatory obligations.

He quotes breaches of:

- EU 5<sup>th</sup> AML directive Articles 11 – 13
- Regulation in allowing payments to an unlicensed gambling operator
- EU PSD 2 Articles 73 – 74.

Complainant accordingly requests the Arbiter to order compensation by way of full refund of his payments equivalent to approximately €6,900 from each service provider and a full investigation into the alleged AML and regulatory breaches.

With the Complaint filed against EMP, the Complainant annexed a settlement agreement<sup>2</sup> he signed with Proton Bulls Ltd through which he received a compensation of PLN70,000 for the release and waiver of all claims without admittance of liability.

This agreement, which is dated 29 May 2025, is subject to strict confidentiality and non-disclosure conditions<sup>3</sup>.

*Prima facie* the inclusion of this evidence is in breach of such confidentiality and non-disclosure obligations.

### **Reply of Service Providers**

In their reply, both Service Providers assert that the payments in question were made with full authority of the Complainant and that they acted merely as payment service providers.

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<sup>2</sup> P. 23 - 25 of ASF 270/2025

<sup>3</sup> P. 23 - 24 art. 3.1 – 3.3 of ASF 270/2025

They maintain that they comply with all AML and regulatory procedures and they perform due diligence KYC on the merchants they service although they have no obligation to ensure compliance of such merchants with the regulatory obligations for every jurisdiction.

They further argue that the Arbiter has no competence to adjudicate complaints related to AML and regulatory breaches as these fall under the competence of FIAU/MFSA.

### **Observations and Analysis**

The Complainant failed to attend separate hearings against both Service Providers set for 12 February 2026.

The Complainant has not made any claim that the payments were not authorised by him. In fact, quite the contrary. He admits having authorised these payments<sup>4</sup> but pretends that the Service Providers should have blocked these payments because they were made to what he terms as an unlicensed gambling operation.

Once he authorised these payments there can be no breaches of PSD 2 Articles 73 – 74, which concern unauthorised payments.

Furthermore, any regulatory or AML breaches should be referred to the competent authorities MFSA/FIAU.

Furthermore, the Arbiter questions whether these complaints constitute an attempt for undue enrichment given the Settlement Agreement with Proton Bulls referred to earlier, where Complainant recovered PLN70,000 as against the joint value of PLN60,000 of both these complaints.

The Complainant not making presence for cross-examination during a set hearing weakens his case in a grave manner.

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<sup>4</sup> P. 2 ASF 311/2025 and p.3 ASF 270/2025

## **Decision**

For these reasons, both complaints are being dismissed with costs to be borne by the Complainant.

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**Alfred Mifsud**  
**Arbiter for Financial Services**

### *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. Personal details of the Complainant(s) will be anonymised in terms of article 11(1)(f) of the Act.