

Number 79835/ΕΞ2020/20 (Government Gazette 3265/Β/05-08-2020): Enactment of Gaming Regulations on Organizing and Running Online Games of Chance.

THE MINISTER OF FINANCE

Having regard to:

1. The provisions of:

a) Article 25 to 54 of Law 4002/2011 amending pension legislation for the Public Sector-Regulations for the development and consolidation of public finances-Responsibilities of the Ministries for Finance, Culture and Tourism and Labour and Social Security (Government Gazette 180/A), in particular the provisions of Article 45A as added to the provisions of Article 196 of Law 4635/2019 on “Investing in Greece and other provisions” (Government Gazette 167/A);

b) Law 4624/2019 on the protection of Personal Data, measures on the implementation of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and harmonization of Greek Law to Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016, and other provisions (Government Gazette 137/A);

c) Articles 13, 18, 19 and 41 of Law 4622/2019 on the executive state: organisation, operation and transparency of government, governmental agencies and the central public administration (Government Gazette 133/A);

d) Law 4557/2018 on the prevention and suppress of money laundering and terrorist financing (incorporation of Directive 2015/849/EU) and other provisions (Government Gazette 139/A);

e) Law 3861/2010 (Government Gazette 112/A) reinforcing the transparency by making compulsory the publication of Laws and Acts adopted by governmental and administrative authorities in ‘Diavgeia Program’, and other provisions, and Law 3469/2006 on the National Printing House, Government Gazette and other provisions (Government Gazette 131/A);

f) Articles 16 to 23 of Law 3229/2004 on the supervision of private insurance, supervision and control of games of chance and application of the International Accounting Standards and other provisions, and in a supplementary manner the provisions of Law 3051/2002 (Government Gazette 220/A) on independent authorities enshrined in the constitution and regarding the amendment and completion of the recruitment system in the public sector, and other relevant provisions;

g) Article 58 to 60 of Law 2961/2001 ‘The Code on Taxation of Inheritance, gifts inter vivos and winnings in lotteries (Government Gazette 266/A);

h) Presidential Decree 83/2019 on the Appointment of Deputy Prime Minister, Ministers, Deputy Ministers and Ministers of State (Government Gazette 121/A);

i) Presidential Decree 81/2018 on the transposition into Greek law of Directive (EU) 2015/1535 of the European Parliament and of the Council of 9 September 2015 (OJ L 241, 17 September 2015, p. 1) laying down a procedure for the provision of information in the field of technical regulations and rules on Information Society services (consolidated text) and other provisions (Government Gazette 151/A);

j) Article 34 of Presidential Decree 142/2017 on the Ministry for Finance (Government Gazette 181/A);

k) Article 90 of Presidential Decree 63/2005 on the consolidation of laws on government and governmental agencies (Government Gazette 98/A), as in force under Article 119(22) of Law 4622/2019 (Government Gazette 133/A);

l) Joint Ministerial Decision No. 70330οικ./30.6.2015 issued by the Ministry of Economy, Infrastructure, Shipping and Tourism, and the Ministry of Justice, Transparency and Human Rights on the Incorporation of Directive 2013/11/EU as in force in the Greek Legislation (Government Gazette 1421/B);

m) Joint Ministerial Decision No. 56660/1679/22.12.2011 issued by the Ministers of Finance and Culture and Tourism on the Certification for commencement of operation granted to the Hellenic Gaming Commission (HGC) (Government Gazette 2910/B);

n) Decision No 2/63389/0004/21.7.2016 (Government Gazette 397/Special Officials and Management Positions of Public Sector and Wider Public Sector Bodies Issue) of the Minister for Finance on the appointment of a president and two members and renewal of the term in office of other members of the Hellenic Gaming Commission, read in conjunction with similar decisions No 2/3935/0004/24.7.2018 (Government Gazette 428/Special Officials and Management Positions of Public Sector and Wider Public Sector Bodies Issue), No οικ 9433 ΕΞ 2019/12.2.2019 (Government Gazette 64/Special Officials and Management Positions of Public Sector and Wider Public Sector Bodies Issue) and No 3557 ΕΞ 2020/14.01.2020 (Government Gazette 20/Special Officials and Management Positions of Public Sector and Wider Public Sector Bodies Issue);

2. HGC Decision No. 452/2/16.12.2019 on the proposal submitted to the Ministry of Finance for the enactment of the Gaming Regulations and the Technical Specifications for the organisation and running of online games of chance pursuant to Article 29(3) of Law 4002/2011 (Government Gazette 180/A);

3. Draft Ministerial Decision on the enactment of the Gaming Regulations and Technical Specifications for the organisation and running of online games of chance notified to EU on 31.12.2019 pursuant to the provisions of Presidential Decree 81/2018 (Government Gazette 151/A) under notification number 2019/657/GR and end of standstill on 1 April 2020;

4. HGC Decision No. 482/2/24.04.2020 on the proposal submitted to the Ministry of Finance for the enactment of the Gaming Regulations and Technical Specifications for playing online games of chance pursuant to Article 29(3) of Law 4002/2011 (Government Gazette 180/A) amending draft ministerial decision stated in point (3) after considering all comments submitted. The EU do not need to be notified anew of said amendments to the aforementioned draft ministerial decision under the provisions of Presidential Decree 81/2018 (Government Gazette 151/A);

5. the need to enact Gaming Regulations for the organisation and running of online games of chance;

6. the fact that this decision does not entail any burden on the budget of the HGC, we hereby decide:

1. To enact Gaming Regulations for the organisation and running of online games of chance, as follows:

GAMING REGULATIONS FOR THE ORGANISATION AND RUNNING OF ONLINE GAMES OF CHANCE

Article 1 DEFINITIONS

For the purpose of this Decision, words and phrases herewith shall have the following meaning:

Online Gaming Licence or Licence shall mean the administrative permit issued by the HGC to allow games to be organised/ run. Licences shall take either of the following two forms: a) Type 1 Online Betting Licence and b) Type 2 Other Online Games Licence.

Suitability Licence (SL) shall mean the decision approving a person's suitability in accordance with the relevant provisions of the Gaming (suitability of persons) Regulations.

Excluded Player shall mean a Player who cannot take part in Games of Chance on his/her own initiative or at the request of his or her legal guardian submitted to persons who organise and/or run such Games or court judgement or reasoned decision of the Licence Holder.

Notification shall mean the written announcement to the HGC of the Licence Holder's intention to change his/her particulars in accordance with the Regulations. That change notified may take place after elapse of 10 working days from the date of notification, provided that the HGC does not, within that period, request more information and does not raise any objections.

Online Bet or Bet pursuant to Article 25(c) of the Law refers to the Game of Chance played online which requires Players to predict the development in and/or final

outcome of all manner of events, including virtual events, whose result is generated using a Random Number Generator.

Running shall mean running a game referred to in Article 25(s) of the Law. Where the provisions of this Decision refer to the concept of ‘Running’, it shall also cover the concept of ‘Organisation’ and vice versa.

Organisation shall mean organising a game referred to in Article 25(t) of the Law. Where the provisions of this Decision refer to Organising, it shall also mean ‘Running’ and vice versa.

HGC or Authority shall mean the Hellenic Gaming Commission.

Special premises (studio) shall mean premises located within the EU or the EEA where a person holding a relevant Licence issued by a competent EU or EEA regulatory authority installs equipment and infrastructure for running Other Online Games played with a live dealer, whose results are not generated using a Random Number Generator.

Intermediate Control System shall mean the IT system which ensures the integrity, authenticity and continuous availability of data collected by the Data Capture System, the Data Sealing System and the Safe.

Player Online Account shall mean the account referred to in Article 25 (o) of the Law.

Website shall mean the website via which the Licence Holder runs Games of Chance, belonging to the Licence Holder whose domain name must end in .gr.

Regulations shall refer to this Decision.

Anti-Money Laundering Regulations shall mean the HGC decision entitled ‘Regulations on the implementation of measures to combat money laundering and terrorism financing by Relevant Persons in the games of chance services market’ as in force from time to time.

Suitability shall mean the finding made by the HGC or the Licence Holder concerning the qualifications and conditions for the issuing of a SL and/or Suitability Card pursuant to the provisions of the Gaming (Suitability of Persons) Regulations.

Manufacturer shall mean the person who manufactures (including designs, plans, assembles, produces and programs Technical Means and Materials) and who in any manner makes available to the Licence Holder any Technical Means and Materials, and who has obtained a Suitability Licence granted by the HGC as well as the person who holds the Studio Licence.

Licence Holder or Holder shall mean any legal person who provides services to organise and run Games of Chance and has been granted an Online Games of Chance Licence pursuant to the provisions of this Law and the Regulations. Each Holder may hold both types of Licence.

Central Information System (CIS) shall mean all hardware and software needed for the Licence Holder to organise, operate, run, monitor, record, check and centrally manage the Games of Chance.

Key Functions shall mean the functions/duties relating to the organisation, coordination, oversight and control of specific sectors and/or functional areas in the running of Games which are performed by managers or their deputies, in compliance with the provisions of the Gaming (Suitability of Persons) Regulations.

Game Cycle shall mean a full sequence of events in a Game, whose result is generated using a Random Number Generator, which commences with the Wager and lasts until the credits for that sequence are carried forward or lost.

Jackpot Mode is any constant or progressively increasing value or combination of such which is allocated to Players, which is set by the Game Manufacturer or Licence Holder at a Game level or at a Game interconnection Level or at a System level or any combination of the above.

Other Online Games, under Article 25(v) of the Law, refer to casino games of chance, poker and its variants, provided online and played either live or using a Random Number Generator.

Register shall mean all data held by the HGC and posted on its website.

Gross Gaming Revenue (GGR) shall mean the Licence Holder's gross revenue pursuant to the provisions of Article 25(l) of the Law.

Game Guide or Guide shall mean the info-material posted by the Licence Holder on its website in Greek which includes, for each Game or group of Games, all information needed for Players to Participate, the terms and rules for Playing the Games, the odds/winnings payable, if applicable and other relevant data.

Guidelines are circulars issued by the HGC with instructions on how to implement the provisions of the Gaming Regulations. The Guidelines are binding in the Authority's dealings with citizens.

Certification Body shall mean the certification body which operates a specialised testing lab and has been recognised by the HGC in compliance with the Gaming (Suitability of Persons) Regulations, or a certification body accredited in accordance with the applicable European and/or international standards, by a company running a national accreditation system or by accreditation bodies in other countries, with which the company running the national accreditation system has signed a mutual recognition agreement.

Player shall mean the natural person who legitimately participates in Games of Chance organised and run by the Licence Holder.

Playing Activity shall mean all transactions and other information held in the Holder's IT System about each individual Player which is linked to the Player Online Account held by the Licence Holder.

Play Sessions means the time period from the moment the Player logs into his/her Online Account to the moment he/she logs out of it. No Play Session may exceed 24 hours.

Payment Service Provider shall mean a credit institution or payment institution or electronic money institution that is established and legitimately operates in Greece or any other Member State of the European Union or the European Economic Area pursuant to the relevant provisions.

Certification shall mean the approval granted by the HGC to install and start using Technical Means and Materials after the certification body has ensured its compliance with the Technical Specifications or has certified that it corresponds to equivalent technical and functional characteristics of the Technical Means and Materials with the same specifications.

Supervision and Control IT System (SCITS) shall mean the IT system referred to in Article 30 of the Law.

Regulatory Framework shall mean the Regulations and all legislative and other regulatory provisions, the terms contained in licences laying down the conditions for legitimately organising and running Games within the territory of Greece, as well as the Guidelines issued by the HGC.

Affiliate Locations shall mean the websites belonging to an Affiliate.

Affiliate shall mean the person who collaborates with the Licence Holder to promote specific Games by placing links on its website, to attract more Players to the website of the Holder of a Licence for online Games of Chance who is being advertised, who are subject to the provisions of Article 35 of the Law, have received a Suitability Licence granted by the HGC and have been entered in the relevant Register.

Standard Form Contract shall mean the agreement concluded between the Licence Holder and the natural person in order to lawfully participate in online Games of Chance.

Participation shall mean entering a Player's particulars/options in any Games of Chance and confirming that entry after paying the wager.

Technical Specifications shall mean the Ministerial Decision on Gaming Regulations and the Technical Specifications for organising and running of/conducting online Games of Chance.

Technical Means and Materials for playing Games shall mean the certified (where necessary) means/materials/electronic/mechanical/electromechanical device and electronic program (all manner of software or computer system) used directly or indirectly to organise and run Games which is related to and/or affects and/or determines and/or monitors and/or records the outcome of the Game or the playing of the Games in general.

Games of Chance or Games shall mean the Online Bet referred to in Article 25(c) of the Law and Other Online Games referred to in Article 25(v) of the Law which may

be organised and run lawfully in the territory of Greece by the Licence Holder via its website and which have received the required Certifications.

Responsible Gambling shall mean all provisions laid down in the Gaming Regulations and the HGC Instructions that aim to ensure that all activities in the field of games of chance are performed pursuant to the provisions in force, in a socially responsible manner, in order to minimise consequences for the Players due to their participation in games of chance.

Article 2 SCOPE – GENERAL PRINCIPLES

- 2.1. These Regulations shall apply to Games of Chance which are played online.
- 2.2. Only the Player and HGC shall have access to the Playing activity, as well as the specially appointed staff of the Licence Holder trained for that purpose, notified to the HGC in accordance with the provisions of Article 34 of the Law.
- 2.3. The Licence Holder is not permitted in any way to connect and/or correlate the Playing Activity to the Player's personal details, save for the following cases:
 - a) For purposes of complying with the applicable legislative and Regulatory Framework, and in particular to preclude access to Games by persons aged under 21, to match the Players to actual natural persons, to provide the Player with his/her particulars on his/her request, to cross-check the tax obligations arising from the winnings and to issue and provide winnings certificates. The Licence Holder shall notify the HGC of all necessary measures he/she intends to take to ensure that this provision is complied with;
 - b) For the purpose of commercial communications, including the implementation of any loyalty programmes, pursuant to Article 7.
- 2.4. The Licence Holder shall ensure that the organisation and the running of Games is reliable and safe, in accordance with public policy rules, the public interest principles, and the Regulatory Framework, and also that when running the Games persons aged below 21 are precluded from taking part, vulnerable social groups are protected and public health and safety and the transparency of transactions are not put at risk.
- 2.5. In the context of the principle of mutual recognition, the HGC may grant certifications specified in the Regulations to technical means and materials manufactured and/or sold lawfully in other countries, where they offer an equivalent degree of protection to the ones specified in the Technical Specifications and the Regulations. The verification process of an equivalent level of protection shall be performed by certification bodies, and the cost shall be borne by those that requested the Certification. The HGC shall be authorized to determine the powers that fall under the principle of mutual recognition, the information and all supporting documents based on which an equivalent degree of protection shall be verified.

- 2.6. Where an application for a Licence or Certification is rejected or a Licence or Certification is withdrawn for any reason, any fees and charges which have been paid shall not be refunded.
- 2.7. When examining an application for a Licence/Certification, the Authority may for the purpose of checking the accuracy, completeness and authenticity of the particulars and the supporting documents submitted, request that the applicant or any other body and authority in the public and private sector, in Greece and abroad, provide any data, information or document considered necessary. Applicants must provide an unconditional, full mandate to the HGC to process the personal information and data relating to them, including making available to the Authority and/or verification by it of the said data and information by third parties. Where the relevant certificates and entries are based on registers which are electronically available, the applicant shall be released from the obligation to submit them where he/she can provide the URL where the data has been posted in an accessible and retrievable format. The HGC shall verify, wholly or by way of a sample, the accuracy of data submitted in the context of granting a Licence, authorisation or Certification. The HGC may at any time carry out an ex officio check of whether the terms and conditions of Licences, Certifications and all manner of authorisations are being complied with.
- 2.8. The Licence Holder shall ensure that the CIS and all its system are, at all times, in continuous contact with the SCITS and that it is possible to control and supervise it pursuant to the Gaming Regulations and the Technical Specifications. Any system used to monitor and control the Games must be fully secure, both regarding its software and physically, in order to fully guarantee the following:
- a) HGC's access to all IT programs, stored files and data and in general all system functionalities;
 - b) The integrity, reliability, accuracy and fidelity of the data stored in the files and all retrieved data sent to the SCITS.
- 2.9. It is an ongoing obligation during such time as the Licence is in effect to have complete and comprehensive technical infrastructure for running Games of Chance connected to the SCITS via the CIS, which shall be created by the Licence Holder at their own expense and care, in accordance with the Technical Specifications and the Regulations. Until the SCITS is installed by the HGC and becomes operational, the Licence Holder must provide the HGC with the option to remotely and fully access the CIS.
- 2.10. Where the applicant for a Licence or the Licence Holder has its registered seat or permanent establishment in another Member State of the EU or EEA or holds a Studio for Other Online Games in another Member State of the EU or the EEA, equivalent documents from the competent authority of the country of establishment duly certified and translated into Greek, shall be adduced in place of the supporting documents required by the Regulations.

- 2.11. The HGC shall keep and update Registers and the fact that they are posted on its website is adequate notice and proof of the Licence or Certification referred to.
- 2.12. The Licence Holder shall be entitled to use the HGC logo on its commercial documents and in the commercial communications under the terms and conditions laid down by the Authority.
- 2.13. The Intermediate Control System and the Central Information System shall have Certification pursuant to the Regulations and the Technical Specifications. Certification shall, inter alia, include compliance with the requirements on uninterrupted operation, availability and interoperability between systems for the overall solution. In particular, as far as the Safe is concerned, every six months at the latest the Licence Holder shall submit a certification body report to the HGC confirming that the data on the CIS fully matches the data stored in the Safe.
- 2.14. The Licence Holder shall be obliged to keep data, documents and information for at least 10 years on a medium that allows for information storage and in a format and manner that gives HGC immediate, easy access to those files, via the HGC IT Systems interface, with the Licence Holder's IT systems and/or in the manner, at the time, with the frequency and level of detail specified by the Authority.
- 2.15. HGC Instructions shall lay down, and adjust as necessary, the content of the Licence or Certification application form, the time and manner of submission, the precise details and all other necessary modalities.
- 2.16. The Licence Holder shall comply with the provisions of the Regulatory Framework and any recommendations made by the HGC from time to time, in the manner and at the time specified by the Authority.

Article 3

LICENCE TO RUN ONLINE GAMES

3.1. Online Games of Chance may be organised and run in the territory of Greece after obtaining a Licence granted by the HGC. The Licence shall include the specific terms under which Games of Chance for which the Licence was issued shall be played, as well as the Holder's obligations. Licences may take two forms:

- Type 1: Online Betting Licence, at a price of EUR 3, 000. 000.

- Type 2: Other Online Games Licence, at a price of EUR 2, 000. 000.

3.2. Every candidate may apply for a Licence of one or both types, using a separate application form for each.

3.3. Each Licence shall be valid for seven years as of the date on which it was granted.

3.4. Licences are personal and may not be transferred in whole or in part to another person. Each Licence is whole and indivisible and may not be divided.

3.5. It is prohibited to lease the Licence to third parties or jointly utilise it in any manner.

3.6. The candidate's application shall indicate the type of Licence requested. The application form for the Licence shall be accompanied by the supporting documents specified in Article 5 hereof and a fee of EUR 10, 000 shall be paid for participation in the procedure.

3.7. The applicant shall declare in the application form how the Licence fee is to be paid, in accordance with the provisions laid down in paragraph 5.4.

Article 4 CONDITIONS FOR GRANTING THE LICENCE

4.1. Persons applying for a licence must meet the following conditions:

a. They must be legal persons with a registered office or permanent establishment in Greece or another EU or EEA state and a paid-up capital of at least EUR 200, 000.

b. Directors, partners and persons responsible for managing and administering the legal person applying for the licence must not have been convicted of felony by final judgement or been subject to a penalty for theft, embezzlement, fraud, abuse of trust, acceptance and disposal of the proceeds of criminal activities, extortion, forgery, active or passive bribery, grievous or actual bodily harm, concealing a crime, crimes relating to currency, crimes which are commonly considered dangerous, crimes against personal freedom, sexual offences, sexual exploitation offences, or for a crime specified in the legislation on narcotics, weapons, explosives or tax evasion.

c. They must hold a tax and social security clearance form on the date the application is submitted.

d. They must not be bankrupt, in liquidation, in compulsory receivership, bankruptcy compromise or other similar situation and must not be involved in bankruptcy proceedings or proceedings to have a decision on forced liquidation or compulsory receivership or bankruptcy compromise or other similar proceedings issued.

e. Shareholders or partners in the Licence Holder must meet the Suitability requirements pursuant to the provisions of the Gaming (Suitability of Persons) Regulations.

f. They must not be entered in the blacklist of gambling providers referred to in Article 48(7) of the Law, during the year prior to the date of submission of their application for a Licence.

g. They have technical, professional and financial competence and the technological and logistical infrastructure needed to organise and run Games.

h. have a documented business plan for the development of their activities under the valid Licence.

i. They have developed and implemented internal policies, rules of conduct and special measures and procedure to safeguard the transparency and integrity of the Games, to protect persons aged under 21, Players and consumers, and they comply in general with the relevant provisions.

4.2. As proof that the above conditions are met, the persons applying for a Licence shall submit the information and supporting documents required in compliance with the provisions of Article 5, in the manner and at the time specified by the Authority.

Article 5 LICENCE TO RUN ONLINE GAMES – RENEWAL OF LICENCE

5.1. An application for a Licence shall be submitted to the HGC by the legal representative or process agent of the person applying for the Licence. The following paperwork and supporting documents shall be submitted along with the application:

a. Depending on the applicant's legal form and the laws of its country of establishment, the applicant's incorporation and legal representation documents, and in particular:

- aa) the deed or memorandum of incorporation;
- bb) a copy of the codified articles of association;
- cc) certificates of entry in company registers;
- dd) a decision on the official establishment of the Board of Directors;
- ee) the shareholder line-up and a detailed reference to the holding of each shareholder or partner in the applicant, in compliance with the provisions of the Gaming (Suitability of Persons) Regulations, with an indication of who the beneficiary owner is;
- ff) the minutes of the Board or decision of the competent management body approving submission of the application for a Licence;
- gg) a special notarial power of attorney or certified minutes of the applicant's management body appointing the legal representative;
- hh) a decision appointing the process agent in accordance with the provisions of Article 142 of the Hellenic Code of Civil Procedure where the applicant is established abroad.

b. Information and supporting documents demonstrating the financial standing and technical and professional capacity of the applicant and the feasibility of the intended investment, and in particular:

- aa) financial statements, where the applicant is obliged to prepare financial statements, in accordance with the laws of its country of establishment, or

statements of account for its business activities, and a declaration on the total level of turnover for the period the applicant has been in operation, and up to three previous fiscal years prior to the submission of the application, accompanied by the report drawn up by a certified public accountant. If the applicant is not able for good reason to submit said information, he/she may demonstrate its financial standing using any other suitable document. Where the applicant is a subsidiary of a group of companies, consolidated financial statements may be submitted;

bb) a performance bond for the terms of the Licence in compliance with the provisions of paragraph 5.7;

cc) in the case where the applicant intends to finance the acquisition and/or operation of the Licence by relying on the financial standing and/or the technical and professional skills of third parties, a written commitment from the legal representatives of those bodies in which they guarantee the financing for all or part of the funds required and/or the provision of all necessary technical, technological and human resources and infrastructure;

dd) a business plan/business model for development of the applicant's activities under the Licence, including the relevant timetables and milestones;

ee) a detailed reference to the facilities to be used by the applicant to organise and run the Games;

ff) a complete organisational chart for the applicant, showing the duties and competences per organisational unit and Key Functions;

gg) a list of all the applicant's staff who at the time the application was submitted perform or have been chosen to perform Key Functions, in accordance with the provisions of the Gaming (Suitability of Persons) Regulations;

hh) licences for online games of chance which the applicant may already hold abroad;

ii) a list of games and their description, which the applicant intends to organise and run under the Licence, including the rules and venues where they will be run;

jj) a detailed description of the IT systems for organising and running Games with all certifications for them from the Certification Bodies, where such Systems are already installed and are to be used by the Licence Holder to run the Games when the Licence is in effect;

kk) Certificates, if applicable, from Certification Bodies confirming that the applicant applies high standards for the control and safety of administrative procedures, including by way of example quality management standards (e.g. ISO 9001), data security management system standards (such as ISO 27001, etc.).

c. Certificates pertaining to the applicant's status, such as:

aa) a copy of the criminal record for persons who directly or indirectly hold more than 10% of the share capital or shares or voting rights pursuant to the provisions of the Gaming (Suitability of Persons) Regulations, with an indication of who the beneficial owner is;

bb) a copy of the criminal record for members of the Board of Directors, partners and persons involved in managing and administering the applicant, if they are different from the persons in point (aa), where they have not obtained a Suitability Licence;

cc) a certificate issued by the appropriate competent authority about the fact that the company has not been dissolved, which must have been issued at the latest three (3) months before the last date for submitting the application;

dd) a certificate issued by the appropriate competent authority confirming that the applicant is informed of his/her tax-related responsibilities;

ee) a certificate issued by the appropriate competent authority confirming that the applicant is informed of his/her obligations arising from social security contributions, where appropriate;

ff) a certificate issued by the competent authority in each case, confirming that the applicant is not bankrupt, in liquidation, compulsory receivership, bankruptcy compromise or other similar situation and is not involved in bankruptcy proceedings or proceedings to have a decision on forced liquidation or compulsory receivership or bankruptcy compromise or other similar proceedings issued;

gg) a statement drawn up by the applicant's legal representative, on which the authenticity of the signature has been certified, declaring that particulars submitted along with the application are accurate and true.

d. Proof of the paid-up share capital of at least EUR 200, 000;

e. Proof of payment of the fees of EUR 10, 000 into an account held by the HGC.

5.2. In order to ascertain the adequacy of the organisational structure, staff and technical and material infrastructure, the Authority may carry out on-site inspections at the applicant's premises.

5.3. The HGC may issue instructions regulating how the application is to be submitted and all other necessary details.

5.4. The online gaming Licence shall be granted by decision of the HGC within two (2) months of the application being submitted, provided that all necessary information and supporting documents have been submitted. To issue each type of Licence, the fee corresponding to that type of Licence must have been paid, and the performance bond referred to in paragraph 5.7 must have been submitted in advance. The fee for

each type of Licence shall be paid into an account held by the HGC, as a lump sum or in four (4) annual equal instalments.

5.5. The HGC's competent departments shall prior to the expiry of the deadline stated in paragraph 5.4 inform the applicant of any irregularities or shortcomings in the information and supporting documents submitted. In all events, where the response to that notice within the deadline set is inadequate, the applicant shall be tacitly rejected.

5.6. The HGC shall reject any application submitted for granting a Licence in any of the following cases:

- a. The technical and financial capacity of the prospective Licence Holder is not documented;
- b. The suitability of the shareholders or holders of units in the company or partners in the applicant has not been ascertained, and Chief Executive and members of the Board of Directors have not obtained Suitability Licences pursuant to the provisions of the Gaming (Suitability of Persons) Regulations;
- c. The applicant has not submitted the information and supporting documents required pursuant to the provisions of this Article;
- d. The applicant has not paid the Licence fee under paragraph 5.4.

5.7. For the Licence to be issued, the performance bond for the terms of the Licence of EUR 500, 000 shall be issued by a credit institution. The letter of guarantee shall be seized if the terms and conditions of the Licence are not complied with, if winnings are not paid immediately to Players, and also in all cases specified by the Regulations and the relevant provisions. The letter of guarantee shall be returned to the Licence Holder one year after the Licence expires, where there are no grounds for partial or full retention or where no application for renewal of the Licence has been submitted.

5.8. At least one year prior to the expiry of the Licence, the Licence Holder shall file an application to renew it to the HGC for an equal period of time, pursuant to the provisions of Article 45(7) of the Law.

Article 6 COMMENCEMENT OF ONLINE GAMES

6.1. In order to start running Games under a valid Licence, the Licence Holder shall be obliged:

- a. To register as his/her property the domains names for the gaming websites and to submit the description, structure and arrangement of the content of the website to the HGC for approval;

- b. To declare to the HGC those persons who perform Key Functions and those persons who have received a Suitability Licence from the HGC pursuant to the provisions of the Games (Suitability of Persons) Regulations;
- c. To declare its own account and the Player Account held with Payment Service Providers and the special codes for those accounts pursuant to the provisions of Article 49;
- d. The amount referred to in the first subparagraph of paragraph 25.2 shall be deposited in the Player Account;
- e. To have submitted to the Authority contracts he/she may have concluded with Manufacturers, Payment Service Providers, content and statistical performance service providers, and with third parties whose scope relates to the organisation and running of Games;
- f. To have integrated into his/her website the minimum content required by Article 8;
- g. To have informed the HGC about the gaming studios referred to in Article 15, if deemed necessary;
- h. To have declared the Affiliates he/she has chosen from the register, with whom he/she has signed a Cooperation Agreement to promote his/her services;
- i. To have notified the Concession Agreement referred to in Article 18;
- j. To have notified the Internal Regulations referred to in Article 28;
- k. To meet all necessary conditions with respect to the Data Center installation of the CIS pursuant to paragraphs 32.10 and 32.11 of the Regulations;
- l. To have complied with all other HGC Guidelines.

6.2. The fact that the conditions set forth in paragraph 6.1 on the start of gaming under a valid Licence are met shall be confirmed by decision of the HGC following a request to that effect from the Licence Holder, which shall be accompanied by a detailed report on how the conditions laid down have been met and the information about completion of any required steps, if appropriate. Where the application is rejected, the Licence issued shall be automatically revoked and the letter of guarantee referred to in paragraph 5.7 and the price paid shall be returned.

6.3. In all events, and regardless of the fact that the Licence Holder has proceeded to the commencement of online games or not pursuant to the decision of paragraph 6.2, he/she is obliged within twelve (12) months of the day after the one on which the Licence is issued:

- a. To have completed installation of the Intermediate Control System connected to the HGC in accordance with the requirements of Article 33 and the Technical Requirements;

b. To have obtained the necessary Suitability Licences and Certifications relating to compliance of the websites, IT systems and modules and other technical means and materials and special gaming venues, and the manufacturers of technical means and materials and Studios with the Regulatory Framework.

6.4. In particular, with respect to ISO/IEC 27001 certification on security requirements set by the HGC referring to a total of systems/subsystems and the software used for conducting online games (Central Information System) and the Intermediate Control System of Articles 32 and 33, said certification shall be submitted no later than a time period of eighteen (18) months as of the date on which the Licence was issued. Until the issuing of the aforementioned certification, the Licence Holder shall submit an Information Security Technical Report to the HGC pursuant to the specific provisions of Article 24 of the Technical Specifications.

6.5. The HGC shall ascertain that the above steps have been completed after notice from the Licence Holder accompanied by a detailed report and information about completion of the steps needed.

6.6. Where said steps are not completed within due time as the case may be, the Licence which has been granted shall be revoked, and the price corresponding to the period from issuing of the Licence to its revocation shall be withheld, and the balance returned without interest, and the letter of guarantee referred to in paragraph 5.7 shall also be returned where there are no grounds for partial or total seizure thereof.

6.7. The HGC may carry out any checks to ascertain that the conditions are met and the steps outlined in this Article have been met.

Article 7 COMMERCIAL COMMUNICATION

7.1. The Licence Holder shall be obliged to comply with the provisions of the Games Regulations.

7.2. The use of data from the Player Online Account in any manner for commercial communication purposes without the Player's consent is not permitted.

7.3. It is not permitted to send commercial communication materials to Excluded Players pursuant to Article 20. That prohibition shall commence 24 hours after the Player is excluded.

7.4. The HGC may demand the direct suspension of any commercial communication action that is contrary to the provisions in force and to the Gaming Regulations.

7.5. The Licence Holder may engage in commercial communications on accounts he/she owns, develops and creates by himself/herself or via an Affiliate on social media, provided that the social media provide special filters and access blocking apps for persons who have not turned 21 years old, and in accordance with the specific

regulatory provisions on commercial communications and Responsible Gambling and the relevant HGC Guidelines.

7.6. In particular, advertising, promotion and marketing of other online games in any manner, when played using an RNG, as defined in Article 25 (v) as in force is permitted solely and exclusively using the official website of the online gaming Licence Holder, via which said games are played.

Article 8 CONTENT OF THE GAMING WEBSITE

8.1. The Licence Holder shall be obliged to have on its website and each page thereof, easily accessible and legible for the public:

- a. The minimum age limit for persons allowed to participate in Online Games of Chance;
- b. Information about and contact addresses for Greek addiction treatment centres;
- c. The Licence Holder's contact details and the information about customer service and the filing of complaints;
- d. The HGC logo with a hyperlink referring to a dedicated site managed by the HGC, which includes key information confirming the type, validity and other specific elements of the Licence held by the HGC.

8.2. The Licence Holder shall be obliged to have hyperlinks on the website which refer to:

- a. The Standard Form Contract, with the note that it is concluded once the Player Online Account has been created;
- b. The Gaming Guide which includes the description, procedures and special rules for playing the game and the winnings allocation system per game or group of games;
- c. Information about Responsible Gambling and the potentially harmful effects of games of chance;
- d. Self-assessment tests for gambling addictions, pursuant to the HGC guidelines.

Article 9 COLLABORATION AGREEMENT

9.1. In order for the Affiliates to promote the Gaming services, they are obliged to sign a Collaboration Agreement with the Licence Holder.

9.2. The Collaboration Agreement shall include as a minimum the duration and scope of the collaboration, the Affiliates' locations, the procedure for amending the Agreement, the grounds for termination of the Agreement, the method for calculation and manner and time of payment of the Affiliate's fees, the dispute resolution method, an express commitment from the Affiliate to fully, absolutely and unreservedly accept the provisions of the relevant legislation, the Regulations and the HGC guidelines on organising and running Games of Chance.

9.3. The Licence Holder shall promptly send the HGC the Collaboration Agreement once signed by any appropriate means.

9.4. Where an Affiliate's Suitability Licence is withdrawn, the Licence Holder shall be obliged to promptly cease all actions related to the Collaboration Agreement, terminate said Agreement and notify the HGC of the steps taken.

Article 10 OBLIGATIONS OF LICENCE HOLDERS AND AFFILIATES

10.1. The Licence Holder shall separately present in his/her financial statements and reports those transactions entered into with the Affiliate in the context of their contractual relationship.

10.2. The Licence Holder shall ensure that the Affiliate in the context of the contractual relationship:

- a. Only uses the Affiliates' locations in his/her possession to promote the Licence Holder.
- b. Promptly informs the HGC by any appropriate means of any change, transfer, amendment, suspension or addition to Affiliate locations.
- c. Settles his/her transactions with the Licence Holder in an account that he/she holds as sole beneficiary at a Payment Service Provider pursuant to the relevant provisions.

Article 11 BETTING EVENTS

11.1. It is permissible to offer a bet under a valid Type 1 Licence on:

- a. Sporting events, whether for individual or team sports, sports meets or events organised at sporting venues by the Olympic Committee or the relevant national or international confederation/federation /sports association or members thereof and by any other body which organises sports matches that have been recognised at national or international level and include a sporting event held in the context of a championship or event or happening run in accordance with the rules of the Olympic

Committee or the relevant national or international federation or association, including horse and dog races, and friendlies;

b. Fantasy sports games in which fantasy teams participate comprising the Player and a selection of athletes from one or more actual teams, whose outcome arises from participation and/or the performance of the athletes chosen who comprise the fantasy team, in real sporting events in which the real teams participate;

c. Virtual events whose outcome is generated using a Random Number Generator (RNG);

d. Other events, which are not recorded, whether fantasy or not, which by their nature are suitable for bets being taken;

e. Other sporting events on which betting is permitted pursuant to Article 3(f) of Law 4603/2019 (Government Gazette 48/A).

11.2. To offer the events referred to in subparagraph (a) prior notification to the HGC shall be required. The notification shall refer to the events on which bets are placed and to the organiser.

11.3. To offer the events referred to in subparagraphs (b) and (d), approval of the HGC shall be required, following an application filed by the Licence Holder. The application shall outline each individual event or sets of events, their frequency, the rules of play, the broadcast media, the place and date of play, the manner and time at which the result is generated and disclosed, the methods for safeguarding the integrity of play, the organiser, the agreement between the Licence Holder and the organiser (if needed) and any other information, document or supporting documents requested by the HGC to form an opinion on the integrity of play. HGC shall decide whether to approve the offering of the event for bets within thirty (30) days of the application being submitted. Where the deadline elapses, the application shall be deemed to have been tacitly rejected. That deadline shall cease to apply where the HGC requests additional information. In this case, the thirty-day deadline shall commence as of the date on which said additional information was submitted.

11.4. In particular, for said non-fantasy events referred to in subparagraph (a) at a national, European or global level which fall within the field of politics, arts, leisure and social life, the Licence Holder shall not file an application for approval but simply notify the HGC of the above information.

11.5. It is not permitted to offer bets on events which are:

a. Adult championships/minors' events for any sport or activity;

b. Local championships/competitions;

c. School championships/competitions;

d. Events whose outcome depends on the result of other Games of Chance;

- e. Events betting on which has been prohibited upon decision of the Professional Sports Committee or other competent authority;
 - f. Events betting on which has been prohibited upon decision of the HGC.
- 11.6. The running of betting exchanges is prohibited.
- 11.7. It is not permitted to organise and conduct Games of Chance which infringe exclusivity rights that have already been granted by the Greek State.
- 11.8. Licence Holders are not permitted to provide, run or mediate in any other manner the following bets:
- a. Bets which show disdain for people, particularly because of their gender, sexual orientation, ethnic origin, religious beliefs, age or disability and in general which affront human dignity and morality;
 - b. Bets which are related to the killing or injury of humans or animals;
 - c. Bets on events which at the time the bet is taken have already been completed.
- 11.9. The maximum payout for a bet may not exceed EUR 500, 000. The Licence Holder may set the maximum payout for the Bet per betting event, sport, and/or per any event and not exceeding EUR 500, 000. Where multiple choice events for which different limits may occur, at sport or event level, said limits are equal to the total of maximum separate limits set by the Licence Holder at sport and/or event level. The Licence Holder may increase the above limits at the Player's request and a written agreement is reached.

Article 12 OTHER ONLINE GAMES

- 12.1. Games which may be played under a valid Type 2 Licence are as follows:
- a. Casino games, poker variants thereof, played live, and/or in a studio, with a live dealer and whose outcome is not generated by a Random Number Generator;
 - b. Casino games, poker and/or variants thereon, whose outcome is generated by a Random Number Generator. The maximum wager for other online games when they are played using an RNG is EUR 2,00;
 - c. Poker and/or variants thereof played peer to peer or poker cash games or poker tournaments.
- 12.2. It is not permitted to conduct the games stated in subparagraphs (a) and (c) of this Article on tables and at events by which Licence Holders provide gambling services from licence holders from countries considered to be non-cooperative jurisdictions for tax purposes within the meaning of Article 65(3) of Law 4172/2013 (Government Gazette 167/A) and the countries referred to in paragraph 3 of Annex II of Law 4557/2018 (Government Gazette 139/A).

12.3. The maximum payout in Games referred to in paragraph 12.1(a) shall be set by the Licence Holder per Game or group of Games and is a multiple of the minimum wager for the Game.

12.4. The maximum payout for Games referred to in paragraph 12.1(b) may not exceed EUR 70, 000 per Game Cycle, including the value of all additional Game prizes which are allowed to be provided and excluding any jackpots, under the provisions of said Regulations.

12.5. The maximum payout for Games referred to in paragraph 12.1(c) shall be set by the Licence Holder per Game or group of Games, or event and in compliance with the terms and conditions of participation.

Article 13 JACKPOT MODE

13.1 A Jackpot may be run under a valid Type 2 Licence.

13.2. A Jackpot may only be used within the territory of Greece and only on games from the same manufacturer.

13.3. It is not permitted for two or more Licence Holders to jointly run a Jackpot.

13.4. Before installing or transferring or modifying or abolishing a Jackpot, the CIS must provide a report of the configuration settings for that Jackpot for each specific period requested to comply with the Technical Specifications.

13.5. For any amount paid out in the Jackpot, the CIS must provide a report on the amounts paid out in that Jackpot for each specific period requested, in accordance with the Technical Specifications.

13.6. The Licence Holder shall ensure that the maximum limit on the prize which can be paid out in the Jackpot does not exceed EUR 500, 000. Any amount over that limit which has been collected based on the Players' wagers shall necessarily be transferred to another Jackpot.

13.7. Where the amount collected based on the Players' wagers or abolition of the Jackpot, the amount of the reduction or the amount collected based on the Players' wagers at the time of abolition shall necessarily be transferred to another Jackpot within three (3) months of the date when reduction or abolition occurred.

13.8. Limitations set out in this Article shall not apply to prizes paid out in poker games and/or variants thereof played in the form of poker tournaments.

Article 14 CERTIFICATION OF THE TECHNICAL MEANS AND MATERIALS

14.1. Technical Means and Materials for playing Games shall be certified by the HGC pursuant to the Regulations and the Technical Specifications hereof.

14.2. The Certification of the Technical Means and Materials shall be granted following an application submitted to the HGC by the Manufacturer.

14.3. In particular, where Systems Certification of Articles 32 and 33, the following stated shall be applied:

a. The manufacturer shall file an application accompanied by all conformity certificates required pursuant to the provisions laid down in the Regulations and the Technical Specifications with respect to the following stated components of the CIS under Article 32:

aa. Gaming Platform/ Betting Platform;

bb. Random number generator (RNG) per type/group of games provided to each Licence Holder;

cc. Game Certificate either for each game separately or for any multigame;

b. The Licence Holder shall file an application accompanied by all conformity certificates required pursuant to the provisions laid down in the Regulations and the Technical Specifications with respect to the following stated operations:

aa. Management of requirements for Betting;

bb. Player Services System;

cc. Responsible Gambling;

dd. Integration Certificate certifying conformity of the games software, that the Licence Holder intends to provide, to its systems and the platform to play said games;

ee. Proper operation of the Intermediate Control System under Article 33;

c. Any safety requirements applied to the Information Systems pursuant to the Regulations and Technical Specifications which do not fall under ISO/IEC 27001 certification should arise from the conformity certificates stated in cases (a) and (b);

d. The HGC may request submission or completion of the conformity certificates being already submitted should it does not arise that the operations thereof abide by the Regulations and Technical Specifications.

14.4. A new version of a Game shall be considered to be a new Game which must be certified by submitting both Game and Integration Certificates as the case may be.

- 14.5. Any wheels and shufflers used in its natural/original form for running Other Online Games at Studios shall bear a conformity certificate, pursuant to the provisions laid down in the Regulations and Technical Specifications, submitted by the Manufacturer.
- 14.6. The EGC may also set other Technical Means and Materials for which a relevant certificate conformity should be submitted, and all details where already submitted conformity certificates should be resubmitted in case of changes occurred, the position of the person who files the application and any other detail relating to the aforementioned issues.
- 14.7. The application shall serve as a solemn declaration under Article 8(4) of Law 1599/1986 (Government Gazette 75/A) that all information included therein and that accompany it is true and accurate.
- 14.8. The application shall be accompanied by a file containing the following supporting documents and information:
- a. The type, model, trade name and issue number of the Technical Means and Materials, where applicable, the user instructions and repair and maintenance manual if required;
 - b. The certificate that the Technical Means and Materials conform to the Technical Specifications and the Regulations, issued by the competent Certification Bod;
 - c. A declaration submitted by the applicant that no certification granted for the Technical Means and Materials under examination by a respective responsible authority abroad has been withdrawn;
 - d. Proof of payment of the respective fee.
- 14.3. In order to grant a Technical Means and Materials certification and to be registered in the Technical Means and Materials Register, the following sums must be paid:
- a. A fee of EUR 50,00 when the application is submitted;
 - b. A one-off fee for Technical Means and Materials certification of EUR 100,00.
- 14.4. Where there is any change to the above particulars, a notification must be submitted to the HGC. That notification must be accompanied by information about any changes which arose.
- 14.5. The Licence Holder is obliged to keep electronic registers for the Technical Means and Materials. The registers shall be held in a manner and format specified by the HGC.

Article 15 STUDIOS

15.1. The Studio shall be installed in a Member State of the EU or EEA and be operated by the Manufacturer in whose name the Licence has been issued for that purpose by the competent regulatory authority of the Member State of the EU or EEA, with which the Licence Holder has signed a relevant agreement.

15.2. The Studio shall be secure and protected against natural or man-made disasters.

15.3. To access the Studio or specific sections thereof, controlled access procedures shall apply and there shall be adequate restricted access systems.

15.4. Recording and tracking policies and procedures for equipment installed at the Studio and removed from it shall be applied.

15.5. The Studio shall be monitored by CCTV round the clock. Data recorded shall be kept for a period of at least ninety (90) days. Where there is a discrepancy pursuant to the provisions of Article 26, said data shall be kept until a final resolution of the dispute is achieved. Stored data shall be made available to the HGC on request on later than two (2) days.

15.6. The Studio shall have a certificate of conformity with the Technical Specifications and Regulations which has been issued by the competent Certification Body.

15.7. The Technical Means and Materials installed and operating at the Studio shall have obtained certification granted by the HGC pursuant to the provisions of the Regulations.

15.8. Studios shall be notified by the Licence Holder to the HGC. The Notification shall include:

- a. The precise location of the Studio;
- b. The full particulars of the Manufacturer under whose valid Licence the Studio operates accompanied by a copy of that Licence;
- c. The collaboration agreement concluded with said Manufacturer;
- d. The certificate that the studio conforms to the Technical Specifications and the Regulations issued by the Certification Body;
- e. A list of the Technical Means and Materials for playing games which have been installed at the Studio or, although not in the Studio, are used as elements of equipment used to play Games at the Studio;

f. The policies and procedures for management and security of the Studio, equipment and staff implemented by the Manufacturer.

15.9. Where the competent authority prohibited operation of the Studio once and for all or the Manufacturer's Licence expires, the Licence Holder shall promote the ceasing of playing of Games at the Studio, without any other procedure or formality, from the date on which running of those premises is prohibited. Any temporary prohibition on the Studio's operations or termination of the Manufacturer's Licence in any manner shall be notified by the Licence Holder to the HGC promptly using all appropriate means. Where there is a temporary prohibition on operation of the Studio or temporary suspension of the Manufacturer's Licence, the playing of Games at the Studio shall cease for such time as the prohibition is in place.

15.10. Where there is a change in any of the above particulars, and in cases where new Games are made available to the public, a notification shall be submitted by the Licence Holder to the HGC. Said notification must be accompanied by information about any changes which arose.

15.11. The Licence Holder shall be obliged to keep electronic registers of the studios and Technical Means and Materials used to run Games at those Studios. The registers shall include for each type of Technical Means and Materials, information about the installation and operation of the Technical Means and Materials (such as the place, start date, suspension, faults, abolition, maintenance and storage thereof), information about the Studios and facilities and gaming infrastructure in general, the staff register, and any other information, data or files specified by the HGC. The above registers shall be held in a manner and format specified by the HGC.

Article 16 PARTICIPATION IN GAMES

16.1. Participation in Games should be the result of one's free and independent personal choice and should also be done without incitement or exhortation (unstimulated gambling). The Licence Holder shall offer the Players information concerning the rules governing the playing of games, the win odds for each of them as well as information on where they can turn to in case of addiction. The respective information must be provided by the Licence Holder on the Licence Holder's website, as well as any other appropriate means.

16.2. The Licence Holder shall provide the Player with information about:

- a. Their participation in Games in such a way that they may make decisions being fully aware of the rules concerning how to play the Games they opt to participate in;
- b. The potential dangers from exposure to gambling, such as loss of money and addiction. In that context, when running Games of Chance whose outcome is determined by an RNG, the main screen must show Responsible Gambling messages

in such a way and for such time that they are perceived as interfering with the playing of the Game and can be adequately taken in by the Player;

c. The existing bodies offering help and support to addicted Players and their families.

16.3. Participation in games through intermediaries is not allowed.

16.4. No new Game Cycle may commence before at least three seconds have elapsed from the end of the previous cycle. Said limitations shall not apply in case of poker and/or variants thereof played peer to peer or poker cash games or poker tournaments.

Article 17 GAME GUIDE

17.1. The Licence Holder shall post on its website in Greece a Game Guide which includes, for each game or group of games, as a minimum, the description of the Game or Games, the categories of wins (pay table), minimum and maximum wagers, the types of bets offered, the method for determining the outcome, any multipliers etc.

17.2. Additional information may be added to that minimum content by means of HGC Guidelines.

Article 18 STANDARD FORM CONTRACT

18.1. For Players to participate in Games, a Standard Form Contract must be signed.

18.2. The Licence Holder shall ensure that the terms of the Standard Form Contract are clear and understandable to the Player and pursuant to the Regulatory Framework and the relevant legislation.

18.3. The Standard Form Contract shall be concluded once accepted by the Player and at all events when the Player Online Account is created. The Contract and any amendments to it shall be accepted by the Player online via the Website.

18.4. The Standard Form Contract shall be permanently available on the Licence Holder's Website.

18.5. Signing of the Standard Form Contract entails full and unreserved acceptance of the terms thereof by the Player.

18.1. The Standard Form Contract must include at least the following:

- a. The name, registered offices and contact details of the Licence Holder;
- b. The terms and conditions of Participation in the Games;
- c. The method for paying out winnings;

- d. The maximum payout per betting event, per sport, per event, per type of bet, and the procedure and conditions for exceeding that limit under paragraph 11.10;
- e. The maximum payout per Game or group of Games;
- f. The method of taxing winnings;
- g. Any deadline and procedure for submitting complaints or requests by Players;
- h. Any limits which are applied by the Licence Holder for accepting Wagers;
- i. The general and special terms relating to the status and operation of the Player Online Account and the suspension or termination of the contractual relationship, whether unilaterally or not;
- j. Grounds for the Licence Holder terminating the Agreement;
- k. The terms and conditions for exclusion of Players as well as information on the application of the principles of responsible gambling;
- l. The dispute resolution/settlement method;
- m. The freephone customer service and complaints number;
- n. The websites of support services and the freephone number for such support;
- o. The fact that the Regulations are published on the websites of the Licence Holder and the HGC;
- p. The fact that the Licence Holder is supervised and inspected by the HGC;
- q. The obligations of the Licence Holder pursuant to the provisions of the General Data Protection Regulation and the contact details of the Data Protection Officer.

18.7. Under the Standard Form Contract the Player shall grant express consent to being registered in the Register of Excluded Persons pursuant to the provisions of Article 20 and declares that he/she is fully aware and to acknowledge the consequences that entry in that Register entails.

18.8. The Standard Form Contract and any amendments to it shall be approved by the HGC. Where comments are made about the content of the Contract by the HGC, the Licence Holder shall not post the Contract on its Website. In all events the Licence Holder shall notify the Authority of the date on which it is posted.

18.9. The HGC shall regulate all specific issues and necessary details for the purpose of implementing the provisions of this Article.

Article 19 PLAYER ONLINE ACCOUNT

19.1. To set up a Player Online Account, the Licence Holder shall be obliged to certify and confirm the Player's identity. The information received, the means used to verify that information and also the time and procedure for verification shall be laid down in the Anti-Money Laundering Regulations.

19.2. Every Player shall have a unique online account for each Licence Holder and shall take part in the Licence Holder's Games solely via that Account.

19.3. The Licence Holder shall give the Player access to information about the online account balance, gaming history (including stakes, winnings and losses), deposits and withdrawals, and other transactions related thereto. The information must be available for the Player in the online account.

19.4. The Licence Holder shall, upon request by the Player, be obliged to provide account statements for all transactions involving the online account for the last twelve (12) months. Where the Player submits a request for the account status report to be sent to his/her registered email or postal address it shall be sent no later than one (1) month.

19.5. A Standard Form Contract must be signed in order to establish a Player Online Account. The Licence Holder shall set up a unique Player Online Account for each Player. Entry to the Player Online Account requires use of a username for each Player and a password.

19.6. Amounts paid by the Player shall be credited to the Player Online Account immediately after the Licence holder has received the payment.

19.7. The Licence Holder shall install and run special systems to verify Player data, identify the means and devices used for Participation, and any other appropriate means, in order to ensure that the Player does not create and maintain more than one Online Account and does not participate in Games via intermediaries.

19.8. The Licence Holder shall retain the information referred to in this Article on a secure medium which permits it to be accurately reproduced by the HGC; the retention period being at least ten (10) years.

Article 20 PLAYER EXCLUSION

20.1. The Licence Holder shall be obliged to provide the Player with the option to use the Website to temporarily or permanently exclude himself/herself from participating in Games. The Licence Holder shall also ensure that the Player does not participate in Games after self-exclusion.

20.2. The indefinite exclusion period shall be chosen at the Player's discretion. Where the Player requests indefinite exclusion, the Licence Holder shall be obliged to immediately deactivate the Player Online Account and terminate the contractual relationship. The Player Online Account may be activated again at the Player's request when at least one year has elapsed from exclusion and where a Standard Form

Contract has been concluded and the procedures set forth in Article 19 have been completed.

20.3. Temporary exclusion shall be chosen at the Player's discretion and shall be valid for a period of at least one (1) month. The Licence Holder shall be obliged to immediately block the Player Online Account pursuant to Article 23 and to keep its status thus during the temporary exclusion period.

20.4. The Licence Holder shall give the Player the option to temporarily abstain from Participation in Games for 24 hours. Where the Player opts for temporary abstention, the Licence Holder shall be obliged to immediately block the Player Online Account and to keep its status thus during the temporary abstention period.

20.5. The Licence Holder shall inform the Player who excluded himself/herself in accordance with paragraphs 20.2 and 20.3, and in the case of five temporary abstentions, of the option to seek guidance and support from a Rehabilitation Centre in Greece.

20.6. The Licence Holder shall inform the HGC, based on the Authority's guidelines, via the Safe, of information relating to self-excluded persons pursuant to paragraphs 20.2 and 20.3.

20.7. Self-excluded persons pursuant to paragraphs 20.2 and 20.3 shall enter the Register of Excluded Persons held by the HGC.

20.8. Prior to the opening of each Online Account, the Licence Holder shall necessarily check the Register of Excluded Persons in order to ascertain that the person wishing to set up an Online Account has not entered that Register. Where said person has entered the Register, the request to set up an Online Account shall be rejected.

20.9. The Register shall be accessible to all Licence Holders in compliance with the guidelines issued by the HGC.

20.10. Entry of a Player in the Register of Excluded Persons shall entail exclusion from Participation in the Games of all Licence Holders. Each Licence Holder shall ensure that the Player who entered the Register cannot participate in the Games for the time period of his/her registration in that Register.

20.11. The HGC shall ensure that Licence Holders are informed promptly and in time about information relating to exclusion held in the Register and that they have timely and easy access to it.

20.12. The Licence Holder shall not accept a deposit in a Player Online Account before cross-checking the particulars of the person the Account corresponds to with the data held in the Register of Excluded Persons held by the HGC.

Article 21 CLOSURE OF THE PLAYER ONLINE ACCOUNT

21.1. The Licence Holder shall close the Player Online Account and terminate the contractual relationship:

- a. Upon receipt of an application submitted by the Player to close his/her Account;
- b. After an elapse of thirty (30) days from the end of the deadline for completing Player authentication, where the information the Player has submitted has not been confirmed, pursuant to the provisions of the Anti-Money Laundering Regulations;
- c. Upon receipt of an application submitted by the Player for final exclusion from Games;
- d. Where he/she ascertains or has valid, reasoned and well-founded indications that all or part of the information provided by the Player to open the Online Account is untrue or inaccurate;
- e. On any other grounds specifically cited in the terms of the Standard Form Contract.

21.2. Where the Player Online Account which, pursuant to the provisions of paragraph 21.1, has a credit balance, the Licence Holder shall pay the balance to the account which was indicated as soon as possible and at all events within three (3) business days from the closure of the Online Account pursuant to the provisions of the Anti-Money Laundering Regulations.

21.3. In the case where it is clear that upon Closure of the Player Online Account there is no compliance with the provisions of the Anti-Money Laundering Regulations, the Licence Holder shall take all necessary measures provided for in that regard in the Anti-Money Laundering Regulations and the applicable provisions.

21.4. The Player Online Account may not be reactivated before twelve (12) months have elapsed from the closure of the Online Account. Paragraph 1(b) is excluded from this prohibition, provided that the conditions set forth in subparagraph (d) of said paragraph are not met.

Article 22 INACTIVE ONLINE ACCOUNTS

22.1. The Licence Holder shall change the Player Online Account's status to 'inactive' where there has been a continuous 12-month absence of Participation.

22.2. While the Account remains 'inactive', transactions between the Licence Holder and Player shall not be permitted.

22.3. The Licence Holder may in the Standard Form Contract set fees for retaining accounts which are inactive, if there is a credit balance.

22.4. At least thirty (30) days prior to the Online Account being made 'inactive', the Licence Holder shall inform the Player that the Account will have its status changed to that one, the reason why it is to happen, any retention fees which are to be imposed, the consequence that has and the way in which one can avoid the account being assigned that status, the option to withdraw the entire balance of the Account and to request closure of the Account and termination of the contractual relationship pursuant to the provisions of the Standard Form Contract.

22.5. Where a period of twelve (12) months has elapsed from the Account status being changed to 'inactive', during which the Player Online Account was not activated or was activated but there were no Participations, the Licence Holder shall close the Player Online Account and apply the relevant provisions laid down in Article 21.

Article 23 BLOCKING OF ONLINE ACCOUNTS

23.1. The Licence Holder shall block a Player Online Account:

- a. In the case of temporary exclusion or temporary abstention from Gambling pursuant to the provisions of Article 20;
- b. Upon intervention by the Public Prosecutor;
- c. In its own reasoned judgement, where the information shows that the terms of the Standard Form Contract, which require blocking, have been breached;
- d. In its own reasoned judgement, upon request of the HGC, where the information of the Authority shows the need to block the Account to safeguard the integrity of the Games being played and to maintain public order.

23.2. In the case where a Player Online Account is blocked, the Licence Holder shall promptly inform the person who holds said account about the consequences of blocking.

23.3. While the Account remains blocked, Participation of the Player in Games as well any deposits in his/her Online Account shall not be permitted. In particular, the Standard Form Contract shall regulate management of Participations still pending, winnings and withdrawal requests to Online Accounts which remain blocked, having regard to the provisions laid down in the Anti-Money Laundering Regulations.

23.4. It is not permitted to impose charges on Online Accounts which have been blocked.

23.5. The block shall be lifted after the reasons for which it was imposed have ceased to exist.

23.6. Where the block has not been removed within twenty-four (24) months from the date on which it was applied, the Licence Holder shall close the Online Account, terminate the contractual relationship and apply the relevant provisions set forth in Article 21.

Article 24 PLAYING ACTIVITY LIMITS

24.1. The Licence Holder shall ensure that, at the start of the first Play Session after the Online Account has been created, the Player shall necessarily specify the following limits for a specific period of time:

- a. maximum deposit limit;
- b. maximum loss limit; and
- c. maximum time limit for Participation in Other Online Games and Betting on virtual events whose result is generated using a Random Number Generator.

24.2. The limits are set on a daily basis from 00:00:00 until 23:59:59 of the same calendar day or on a weekly basis, from Sunday until Saturday, or on a monthly basis from the first until the last day of the month.

24.3. Participation time is counted as the active Participation time in Other Online Games including virtual events whose result is generated using a Random Number Generator.

24.4. In particular, in the case of the maximum loss limit, Participations which, in case of loss, may result in the limit set being exceeded, shall also be counted.

24.5. The Licence Holder, by posting a message on the Website, shall notify the Player of the following as the case may be:

- a. That the Player has exceeded 80% of either the deposit and loss limits, or the maximum Participation time limit set, or 24 hours of maximum Play Session;
- b. As soon as 100% of the deposit limit set each time is reached, that he/she shall no longer be permitted to take any actions which entail exceeding said limit;
- c. As soon as 100% of the time limit set each time is reached, that his/her Participation in the Game shall be interrupted. The interruption shall take place as follows:
 - aa) In case of Other Online Games whose result is generated using a Random Number Generator, Betting on virtual events whose result is generated using a Random Number Generator, Casino games, poker and/or variants thereon, played live, in a studio, peer to peer, excluding poker tournaments, interruption shall take effect at the latest within two (2) minutes from the moment that the limit set by the Player is exceeded or from the lapse of the twenty four (24) hours maximum time limit per Play Session, whichever occurs first. As soon as the time limit is reached, the Player shall be notified

by a new message of the Licence Holder that his/her Participation will be interrupted within two (2) minutes;

bb) In the case of Casino games, poker and/or variants thereon, played peer to peer in the form of poker tournaments, for which the Player has deposited a wager, the interruption shall take effect upon completion of the poker tournament for which the wager has been paid. Where the Player has deposited wagers in more than one tournaments that have started, the interruption shall take effect upon completion of the tournament ending last. Where the Player has deposited wagers in tournaments where the participants have not yet been finalised in order for the tournament to start (registration open), the Player's wagers shall be cancelled and the amount deposited shall be refunded without withholding any rake or fee.

d. Where the Participation is interrupted due to completion of the maximum time limit, that he/she is not permitted to Participate in the Games for the time period remaining until the limit is expired;

e. Where by his/her imminent Participation, the Player will exceed the maximum loss limit, that he/she is permitted to continue with his/her participation only on condition that the bet that will be made will not exceed the maximum loss limit set.

24.6. The message must be shown for such time that it is perceived as interfering with the playing of the Game and can be adequately taken in by the Player. The duration of the message cannot be less than 15 seconds.

24.7. The Player may modify the limits set in accordance with paragraph 24.1 once the period for which the limit has been set has elapsed. Exceptionally, any amendment to existing limits to stricter limits shall be applied immediately.

Article 25 CASH TRANSFERS

25.1. The Licence Holder shall have its own account and a separate Player Account with a Payment Service Provider.

25.2. To start playing Games of Chance pursuant to Article 6, the Licence Holder shall be obliged to keep a Player Account with an amount equal to 1/2 of the guarantee letter amount for each Licence Type. In order for the persons referred to in Article 203(1) of Law 4635/2019 (Government Gazette 167/A) to receive a licence pursuant to paragraph 2 of said Article and the provisions of Article 45 of the Law, they shall submit a detailed list showing the total amount credited to Player Online Accounts and a copy of the Players' bank account showing the balance of that account. Amounts deposited in the Players' account must as a minimum be equal to the total amount credited to Player Online Accounts. When the amount deposited in the Player's account is below the total amount which is credited to the Player Online Accounts, the Licence Holder shall be obliged to top up that short-fall within three (3) days.

25.3. The depositing of the wager and withdrawal of the credit balance by the Player shall be done using one or more of the following means of payment:

a. Remittance

- b. Bank transfer
- c. Credit card
- d. Debit card
- e. Prepaid card
- f. E-wallet

25.4. The depositing of the wager and withdrawal of the credit balance by the Player must necessarily be done between the Player and the Licence Holder, without the intermediation of any third party, apart from those Payment Service Providers referred to in paragraph 1 of this Article, in a manner which ensures Player authentication, as specifically laid down in the Anti-Money Laundering Regulations. Where use of payment methods belonging to third parties is subsequently confirmed, such use shall be prohibited. The funds deposited shall be returned to the beneficiary of the means of payment and any winnings shall not be paid over.

Article 26 COMPLAINTS

26.1. The Licence Holder must apply an effective and appropriate system for the processing of complaints submitted by Players, which they notify to the Authority, and keep a record of complaints that is accessible by the HGC at the time and in a manner that has been defined by the Authority.

26.2. The Licence Holder shall have a relevant complaint form on the Website. The content of the complaint form shall be laid down in the HGC Guidelines and shall include at least the following:

- a. Full name and father's name;
- b. Date of birth;
- c. Valid ID card or passport No.;
- d. Full address of permanent place of residence;
- e. Address and response dispatch method;
- f. Description of Incident.

26.3. The complaint must necessarily be accompanied by a copy of the ID card or passport or equivalent document confirming the identity of the complainant.

26.4. The Player's complaint shall be submitted no later than forty-eight (48) hours after the date of the incident.

26.5. The Licence Holder shall examine the information contained in the complaint and in any case shall inform the complainant of the matters referred to in the complaint within ten (10) days after submission of the complaint.

26.6. In case the Licence Holder's answer does not satisfy the complainant, the complainant may request, within ten (10) days from the day after the Licence

Holder's answer was notified to them, that their complaint be re-examined by the HGC. The request for re-examination must be notified to the Licence Holder which shall promptly send the information relevant to the complaint to the HGC.

Article 27 DISPUTE RESOLUTION – SETTLEMENT

27.1. Where a dispute, disagreement or claim arises deriving from or related to the Standard Form Contract, the Licence Holder and the Player shall be obliged to make every concerted effort to amicably settle the dispute, pursuant to the provisions of the applicable laws and regulations having notified the HGC of the particulars and facts of the dispute, and informing it of their intention to seek an amicable settlement.

27.2. Where the dispute cannot be amicably settled pursuant to paragraph 27.1, the parties to the Standard Form Contract shall contact one of the alternative dispute resolution bodies entered in the relevant register held under the provisions of Joint Ministerial Decision No. 70330 οικ./2015 (Government Gazette 1421/B), as in force from time to time, having notified the HGC of the particulars and facts of the dispute, and informing it of their intention to seek settlement.

27.3. The Authority may prohibit the parties from using the procedures set forth in paragraphs 27.1 and 27.2 on dispute settlement where from the case file it is clear that the outcome sought through settlement is contrary to the relevant provisions and the terms of the Standard Form Contract.

27.4. Settlement achieved between the parties shall not deprive them of their right to seek legal recourse to protect their rights.

27.5. Settlement achieved between the parties shall not deprive the HGC of its right to carry out the checks provided for in the applicable law and to impose the administrative penalties specified in the relevant provisions.

27.6. All disputes arising out of or relating to the Standard Form Contract shall be subject to the exclusive jurisdiction of the courts of Athens.

Article 28 INTERNAL RULES OF PROCEDURE

28.1. The Licence Holder shall have Internal Rules of Procedure in order to ensure legality, safeguard the state's revenue, that the games are played properly, the seamless operation of Technical Means and Materials and any other equipment for conducting Games of Chance, their continuous and proper activities, and in particular to ensure:

- a. Minimisation of the risk of harm to the interests of Players due to a conflict of interest with those of the Licence Holder, its staff, persons affiliated with the Licence Holder, or other persons participating in organising the Games;
- b. The conditions for transparency concerning the operation and integrity of the organisation and running of Games;
- c. Monitoring Player Activity and the running of Games to prevent any fraudulent methods and in general to prevent fraud, suppress crime and money laundering, protect persons aged under 21 and consumers, guarantee the fairness of games and in general to ensure their proper, seamless, controlled and safe running;
- d. That data processing is controlled and secure;
- e. Uninterrupted, easy checks by the HGC of the Licence Holder's activities and verification of any influence by persons performing Key Functions or the Licence Holder's staff which could be detrimental to its prudent and sound management;
- f. The prevention, avoidance and resolution of conflicts of interest between the aforementioned persons and the Players;
- g. The implementation of proper policies and procedures in order to adequately ensure the Licence Holder's compliance, including its managers, employees and staff in general, with their duties that arise from the relevant provisions, as well as with rules on how transactions are to be carried out.

28.2. The Internal Rules of Procedure shall include the following:

- a. The full organisational chart showing all hierarchy levels as well as classification of duties into main and secondary ones. The organisational chart must clearly indicate the area/scope of responsibilities for each sector, department and position;
- b. A description of duties and procedures for all activities for each unit;
- c. The authorisation procedure for the granting of specific authorisation to executives, as well as matters of representation of the Licence Holder in its dealings with the Authority;
- d. Auditing and financial monitoring procedures for inputs and outputs;
- e. Procedures related to tax clearance, fiscal and contractual obligations, and the payment of taxes and royalties;
- f. Equipment management procedures regarding its operation and effectiveness. In particular, the Internal Rules of Procedure must include proper and effective administrative and accounting procedures, internal control mechanisms, effective risk assessment procedures and proper mechanisms to ensure the control and safety of electronic data processing systems and the operation of games;
- g. Procedures for setting strategic targets as well as detailed programming of actions for each Sector and activity.

28.3. The Licence Holder shall operate an internal audit department responsible for evaluating the effectiveness and efficiency of individual systems, procedures and functions, in particular the a) operational control, b) compliance control and c) financial control.

28.4. The Internal Rules of Procedure and any amendment to them shall be submitted by the Licence Holder to the HGC for approval. The HGC may regulate specific matters for purposes of implementing the provisions of this Article.

Article 29 STAFF TRAINING

29.1. The Licence Holder shall inform staff involved in conducting games about the applicable provisions and the Regulations in force, and must ensure that the staff takes part in special training programmes on those topics.

29.2. The Licence Holder shall appoint a training officer who is responsible for keeping a full and up-to-date record of training courses (such as the number and particulars of the trainees, the time, place and length of training, the training bodies, training structures, course evaluation data, etc.).

Article 30 PROTECTING PLAYER IDENTITY

The Licence Holder shall ensure that Players and those persons who have an employment relationship, contract for work or retainer arrangement with them, do not publish the identity of persons whom they know participate in Games or have won or lost any money due to their participation in them, without prior written consent of said persons. Such consent is not required when said information is provided to the HGC or elsewhere as specified in the relevant provisions.

Article 31 PERSONAL DATA

Licence Holders shall be subject to the provisions of the General Data Protection Regulation of Law 4624/2019 (Government Gazette 137/A) and Law 2472/1997 (Government Gazette 50/A) and are obliged to take suitable preventive measures so that it is not possible to identify Players by any technical or other means which can reasonably be used by third parties. Where the confidentiality of data and/or the duty of confidentiality are breached, administrative penalties set forth in Article 51 of the Law shall be applied.

Article 32 CENTRAL INFORMATION SYSTEM

32.1. The Licence Holder shall use a Central Information System (CIS) which to conduct Games at a central level. The CIS shall ensure the seamless, trustworthy and reliable running of the Games.

32.2. Games shall be conducted exclusively using IT systems and modules attached to the CSIS.

32.3. The connection to the CSIS shall be done via the Intermediate Control System referred to in Article 33. The monitoring and control time shall be laid down in the Technical Specifications.

32.4. The CIS's connection to the Intermediate Control System shall be done pursuant to the Technical Specifications.

32.5. The CIS shall consist of individual Gaming (sub)systems such as the Player Services system, Gaming/Betting Platform, including RNG software, Gaming software and where necessary- Betting and Responsible Gambling (sub) system. Other regional systems used to conduct games such as Payment systems, CMS systems, Backup and Recovery systems etc. shall operate in such a manner that ensures conformity of the CIS to the Gaming Regulations and the Technical Specifications.

32.6. The CIS shall perform the functions specified in detail in the Technical Specifications.

32.7. The CIS logical and physical security shall fully ensure:

- a. Access control to its software programs, stored data, files and data and all functionalities;
- b. High availability operation;
- c. The integrity, reliability, accuracy and fidelity of the stored information and data.

32.8. The CIS shall manage data, information and records pursuant to the Technical Specifications, including in particular:

- a. Play Sessions, aggregated and in detail, and any winnings resulting from them;
- b. Deposits, withdrawals, the Greek State related rights in the holder's profits, the winnings paid out on a daily, weekly, monthly and yearly basis, and the taxes on Player winnings, aggregated and in detail, per event and Play Session;
- c. Connections and disconnections for each piece of equipment;
- d. Access attempts (whether approved or unapproved) and also the particulars of all persons who had access to each one of the equipment components;
- e. Faults and preventive and corrective maintenance work on each of the equipment components;
- f. Work done to software on each equipment component.

32.9. All of the above information shall be stored on the CIS for a period of at least ten (10) years in an editable format.

32.10. The CIS must be hosted at a data centre within the EU or EEA which has robust operational characteristics in relation to the availability of services, security and resilience against destructive acts, and business continuity. The data centre operational characteristics are set out in the Technical Specifications.

32.11. The CIS must have certification in accordance with the provisions of the Regulations and the Technical Specifications.

32.12. The physical location of the CIS backup and data recovery system shall be on infrastructure located in the EU or EEA and at a distance of at least twenty (20) km from the physical location of the CIS facility.

32.13. The CIS shall have a valid certificate of conformity with the Technical Specifications and Regulations issued by the Certification Body. In case the conformity certificate has been issued according to the technical specifications of other countries or the certification body that issues the conformity certificate is accredited in the field of technical specifications of other countries, the matter shall be dealt with pursuant to the provisions of paragraph 2.5.

32.14. Scheduled or unscheduled upgrades to hardware and software on the CIS shall be notified to the HGC and accompanied by a time frame and detailed report on the parts of the CIS being upgraded and the expected benefits or functions resulting from the upgrade in compliance with the Technical Specifications.

32.15. The Licence Holder shall be exclusively responsible and obliged to provide the HGC with remote and/or on-site access to the CIS and its individual (sub)systems and the data and information held on them, in a manner and at the time specified by the Authority.

32.16. Technical Specifications relating to the installation, management and operation of the CIS are set out in detail in the Technical Specifications document.

32.17. The Licence Holder shall bear the costs of installing and ensuring the proper operation of the CIS, and all costs arising or which may arise from the connection between the CIS and the Intermediate Control System.

Article 33 INTERMEDIATE CONTROL SYSTEM

33.1. To conduct Games the Licence Holder must implement an Intermediate Control System (ICS).

33.2. The Intermediate Control System shall consist of the following (sub)systems:

- a. The data capture subsystem which executes functions such as CIS data extraction, capture and conversion;
- b. The Data Sealing procedure which includes a series of steps such as data batching, time stamping, encryption and transfer of compressed data;
- c. The Safe which executes the function of the final storage of data offers HGC access to structured data models in a manner and at the time specified by it.

33.3. The Intermediate Control System ensures the integrity, authenticity and continuous availability of the data captured.

33.4. Data captured and stored in the Safe must be compliant with the data models and the specified reporting standards defined by the Authority according to the Gaming Regulations, Technical Specifications and Instructions issued by the latter.

33.5. The Licence Holder shall direct to the Intermediate Control System all Player online game traffic between the Player, Licence Holder and Payment Service Provider.

33.6. The Data Capture and Data Sealing subsystems must be hosted at a data centre within EU or EEA which has robust operational characteristics in relation to the availability of services, security and resilience against destructive acts/events, and business continuity. All operational characteristics attributed to the data centre are set out in the Technical Specifications.

33.7. Both the Data Capture and Data Sealing subsystems are not allowed to be hosted in non-cooperative jurisdictions for tax purposes within the meaning of Article 65(3) of Law 4172/2013 (Government Gazette 167/A) as well as in countries specified in paragraph 3 of Annex II attached to Law 4557/2018 (Government Gazette 139/A).

33.8. The Safe must be hosted at a data centre within the territory of Greece, which has robust operational characteristics in relation to the availability of services, security and resilience against destructive acts, and business continuity. All operational characteristics attributed to the data centre are set out in the Technical Specifications.

33.9. The alternate backup storage of Safe must be hosted at a data centre within EU or EEA at a distance of at least 20 km from the Safe and shall synchronize with it at least every thirty (30) minutes using a secure connection available solely for that purpose.

33.10. The Intermediate Control System should comply with ISO/IEC 27001 standard requirements according to the Technical Specifications.

33.11. The Licence Holder shall be exclusively responsible and obliged to provide the HGC with remote and/or on-site access to the Intermediate Control System and the data and information held in it, in a manner and at the time specified by the Authority.

33.12. Technical Specifications relating to the installation, management and operation of the Intermediate Control System are set out in detail in the Technical Specifications document.

33.13. The Licence Holder shall bear all costs for installing and ensuring the proper operation of the Intermediate Control System.

Article 34 RECORD-KEEPING

34.1. The Licence Holder shall be obliged to keep electronic files and registers referred to in the Gaming Regulations, as well as any other file, record or register specified by the Authority. The keeping of electronic files and registers shall relate at least to the following:

- a. The players (number of registered Players, number of new Players, number and particulars of excluded Players, attempts to breach rules by excluded Players, terminations of exclusions, number of Players who requested support, number of Players in loyalty programmes etc.);
- b. Financial reports (gross profits/gaming revenues per type of Game and per Game, detailed reference to transactions with Manufacturers or Suppliers of Technical Means and Materials used for playing games (B2B) and with Affiliates, etc.) with the details and at the frequency specified by the Authority;
- c. Reports on each Jackpot under the provisions of the Technical Specifications;
- d. Complaints and disputes (information about the complaints, requests or questions, disputes, and steps taken, the time and manner in which they were handled and the outcome of any settlement);
- e. A Register including information for each type of Technical Means and Materials managed by the Licence Holders and having received relevant certification where necessary;
- f. Notifications and approvals (installation, start, end, failure, removal, maintenance of Technical Means and Materials, etc.);
- g.). Staff (information on the members of staff who have received a relevant Suitability Licence).

34.2. The Licence Holder is obliged to keep the information referred to in paragraph 34.1 for at least ten (10) years on a medium that allows for the storage of information in a format and manner that meets the following criteria:

- a. Any corrections or other changes must be clear and distinct; the same applies for file content before these corrections or changes take place;
- b. The HGC must have immediate and easy access to these files via the interconnection between the HGC's information systems and the Licence Holder's systems and/or in a manner, at the time, with the frequency and the level of detail specified by the Authority.

34.3. Some files may be kept in hard copy, after submission and approval of a respective reasoned request by the Licence Holder. The criteria in paragraph 34.2(a) and (b) shall apply to the keeping of such records.

34.4. The start time of the record retention period referred to above (10 years) shall be the day after the one on which the information to be filed was created.

34.5. Files and documents shall be dispatched between the HGC and Licence Holder and managed electronically. To that end, the Licence Holder is obliged to have digital signatures for the electronic handling and management of documents.

34.6. To safeguard the integrity of the data mentioned above, the Licence Holder shall be obliged to use cutting-edge encryption methods in accordance with the provisions set out in the Technical Specifications and under the HGC instructions on these matters, and to encrypt said data according to the requirements in force from time to time.

34.7. The HGC's instructions shall specify the organisations authorized in Greece to issue digital certificates relevant to the functions and procedures referred to in paragraphs 34.5 and 34.6.

Article 35 TRANSITIONAL PROVISIONS

35.1. The persons who at the entry into force hereof provide legitimate Gaming services in the territory of Greece shall submit all supporting documents and information specified in Article 5 within one (1) month from the entry into force of this decision. Said persons shall be obliged to provide the HGC with all information, data and facts held in their systems and subsystems for purposes of implementing the provisions hereof and the relevant legislation.

35.2. Where an application for a Licence is rejected by the HGC or no such application is submitted, the provisions of Article 203(2) of Law 4635/2019 (Government Gazette 167/A) shall apply, otherwise the provision of services shall constitute unauthorised gambling and in this case the provisions of Article 48(7) of the Law along with the relevant provisions of the Gaming Regulations shall apply.

35.3. The persons referred to in paragraph 35.1 to whom a Licence is granted pursuant to paragraph 35.2 shall submit the documents and data which demonstrate they meet the conditions of paragraph 6.1 within one (1) month as of the date when the Licence was granted. Until a decision specified in paragraph 6.2 is issued by the HGC, the terms and conditions which applied on the date the Licence was granted shall apply.

35.4. Until the SCITS is installed and operational, the Licence Holders shall be obliged to allow the HGC full remote access to their systems and subsystems pursuant to the relevant Instructions issued by the HGC.

35.5. The provisions of paragraphs 20.8, 20.9, 20.10 and 20.12 shall take effect from the date after the commencement of operation of the Register of Excluded Persons held by the HGC. Until the entry into force of those provisions, the Licence Holder shall apply the measures referred to in paragraphs 20.2, 20.3 and 20.5 based on the Register of Excluded Persons he/she holds. Within thirty (30) days of the commencement of operation of the Register of Excluded Persons, the Licence Holder shall apply the measures referred to in paragraphs 20.2, 20.3 and 20.5 to all Players who have an Online Account.

This decision shall enter into force as of its publication in the Government Gazette.

This Decision shall be published in the Government Gazette.

Athens, 24 July 2020