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**Planning, Regulation and Research Directorate
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DECISION

Subject: Content of the Accession Agreement referred to in Article 18 of Decision No 79292 ΕΞ 2020/24.07.2020 issued by the Minister of Finance on the Enactment of Gaming Regulations on Organising and Running Online Games of Chance (Government Gazette 3265/B and correction of errors 4441/B)

THE HEAD OF THE PLANNING, REGULATION AND RESEARCH DIRECTORATE

Having regard to:

1. The provisions of:

- a) Articles 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 of Finance, Culture and Tourism and Labour and Social Security (Government Gazette 180/A);
- b) General Data Protection Regulation [Regulation (EU) 2016/679] and 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 transposition of Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 into national law and other provisions (Government Gazette 137/A);
- c) Articles 18 and 19 of Law 4622/2019 “Executive State: Organisation, operation and transparency of Government, government bodies and central public administration” (Government Gazette 133/A);

d) Articles 16 to 23 of Law 3229/2004 on the supervision of private insurance, supervision and audit of games of chance, implementation of International Accounting Standards and other provisions (Government Gazette 38/A) and, in addition, 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 recruiting system for the public sector, and other relevant arrangements (Government Gazette 131/A);

e) Law 4727/2020 on Digital Governance (Transposition of Directive 2016/2102/EU into Greek law) and Electronic Communications' (Transposition of Directive 2019/1024/EU into Greek law) and other provisions (Government Gazette 184/A), in particular Chapter IA titled 'Digital Transparency-DIAVGEIA program;

f) Joint Ministerial Decision No. 56660/1679/22.12.2011 issued by the Minister of Finance and the Minister of Culture and Tourism certifying commencement of the HGC operation (Government Gazette 2910/B);

g) Decision No. 145940/ΕΞ 2020/21.12.2020 (Government Gazette, Volume of Special Position Employees and Administration Bodies of the Public Sector and the Broader Public Sector Agencies 1089) issued by the Minister of Finance read in conjunction with similar Decisions nos. 2/63389/0004/21.07.2016 (Government Gazette, Volume of Special Position Employees and Administration Bodies of the Public Sector and the Broader Public Sector Agencies 397), 2/3935/0004/24.07.2018 (Government Gazette, Volume of Special Position Employees and Administration Bodies of the Public Sector and the Broader Public Sector Agencies 428), οικ. 9433 ΕΞ 2019/13.02.2019 (Government Gazette, Volume of Special Position Employees and Administration Bodies of the Public Sector and the Broader Public Sector Agencies 64) and 3557 ΕΞ 2020/14.01.2020 (Government Gazette, Volume of Special Position Employees and Administration Bodies of the Public Sector and the Broader Public Sector Agencies 20) on the commencement of operation of the HGC;

h) Decision No. 79292 ΕΞ 2020/24.07.2020 issued by the Minister of Finance on the Enactment of Gaming Regulations on Organising and Running Online Games of Chance (Government Gazette 3265/B and correction of errors 4441/B), and in particular Article 18(18.9);

2. HGC Decision No. 218/2/22.9.2016 approving regulation on the organisation, structure and operation of the HGC Service Units (3404/B);

3. HGC Decision No. 509/2/11.09.2020 transferring responsibilities to the Chairman of the Hellenic Gaming Commission (HGC) under Article 23 (8) of Law 4141/2013 (81/A), as in force (4139/B);

4. Decision No. 12970/01.12.2020 issued by the HGC Chairman transferring responsibilities to the HGC Service Units' Heads (5651/B) allowing them to exercise relevant duties;

5. The need to adopt an HGC Decision on the content of the Accession Agreement referred to in Article 18(18.9) of No. 79835 ΕΞ 2020/24.07.2020 issued by the Minister of Finance on the Enactment of Gaming Regulations on Organising and Running Online Games of Chance

(Government Gazette 3265/B and correction of error 4441/B);

6. The fact that this Decision does not entail any financial burden for the State budget or the HGC budget.

Inasmuch:

1. According to the provisions of Law 3229/2004 (Government Gazette 38/A), HGC was initially established as an administrative authority under the supervision of the Ministry of Economy and Finance and was named "Commission for the Supervision and Audit of Games of Chance". Its main duty was to supervise games of chance and exercise all the powers conferred on it by the aforementioned law;
2. Pursuant to Article 7(10) of Law 4038/2012 (Government Gazette 14/A), *[10. The authority set up by the provisions of Article 16(1) of Law 3229/2004 (Government Gazette 38/A), as amended by the provisions of Article 28(1) of Law 4002/2011 (Government Gazette 180/A), is an administrative authority named Commission for the Supervision and Audit of Games of Chance and as of the entry into force of this Law, shall operate as an independent administrative authority with the same powers, seat and name and should also have administrative and financial independence and autonomy, ...].*
3. Pursuant to Article 28(1) of Law 4002/2011 (Government Gazette 180/A) *[Competent Authority for the issuance of licenses, certifications, supervision and audit of the conduct and operation of games of chance shall be the Commission for the Supervision and Audit of Games of Chance under Article 16 of Law 3229/2004 (Government Gazette 38/A), and shall be henceforth renamed 'Hellenic Gaming Commission' (HGC).*
4. Pursuant to Article 29(3) of Law 4002/2011 (Government Gazette 180/A), *[By decision of the Minister of Finance, which is issued following a relevant suggestion submitted by the HGC and published in the Government Gazette, the Regulation of Games of Chance shall be adopted, The Regulation of Games of Chance shall determine all specific issues and details thereof regarding the rules governing games as follows:*
 1. *The terms of the gaming licenses.*
 2. *The specific conditions to be met by licence and certification holders, persons applying for licences to conduct games of chance and/or participating in competitions for the granting of such licences, as well as persons who have been conferred the right to conduct games either by means of a competition or in any other lawful manner, irrespective of the means, time, manner and network used for the rendering, promotion and distribution of relevant services regarding the running of games or the transitional nature of the rights related to the organisation and conduct of such games, as well as the form, manner, procedure and instruments for the conduct of all kinds of audits....*
 3. *The specific licensing procedure and the procedures for monitoring, supervision, audit and compliance with the terms of the licenses and with the obligations of this law by the license holders].*
 4. Decision No. 79835 ΕΞ 2020/24.07.2020 issued by the Minister of Finance on the Enactment of Gaming Regulations on Organising and Running Online Games of Chance

(Government Gazette 3265/B and correction of errors 4441/B) lays down the terms and conditions for the granting of Licenses for conducting online games of chance.

5. Pursuant to Article 18(18.1) of the aforementioned decision, [*Players can participate in the Games of Chance, upon conclusion of an Accession Agreement. All specific issues and any necessary details for the implementation of the provisions of this article shall be regulated by a Directive of the Hellenic Gaming Commission*].
6. In view of the foregoing, there is a need to enact an HGC Directive on the content of the Accession Agreement for Gaming License Holders who participate in online games as well as on the procedure to be carried out for the approval of the Agreement by the HGC, under Article 18(18.9) of Decision No. 79835 ΕΞ 2020/24.07.2020 issued by the Minister of Finance.
7. This Decision does not entail any financial burden for the HGC budget.

We hereby decide

To enact a Directive laying down the content of the Accession Agreement referred to in Article 18 of Decision No. 79835 ΕΞ 2020/24.07.2020 issued by the Minister of Finance on the Enactment of Gaming Regulations on Organising and Running Online Games of Chance (Government Gazette 3265/B and correction of errors 4441/B) as follows:

Directive 1/2021

Content of the Accession Agreement under Article 18 of Decision No. 79835 ΕΞ 2020/24.07.2020 on the Enactment of Gaming Regulations on Organising and Running Online Games of Chance (Government Gazette 3265/B and correction of errors 4441/B).

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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.

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

Anti-Money Laundering Authority shall mean the Anti-Money Laundering Authority referred to in Article 47 of Law 4557/2018 (Government Gazette 139/A).

Unusual transaction or activity is the transaction or activity referred to in Article 3(15) of Law 4557/2018 (Government Gazette 139/A).

Notification shall mean the written announcement to the HGC of the Licence Holder's intention to change their particulars pursuant to Decision No. 79835 ΕΞ 2020/24.7.2020 (Government Gazette B/3265 and correction of errors 4441/B) issued by the Minister of Finance. That change notified may take place after the lapse of ten (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 Law 4002/2011 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 Law 4002/2011. 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 Law 4002/2011. 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.

Player Online Account shall mean the account referred to in Article 25 (o) of the Law 4002/2011.

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.

Anti-Money Laundering Regulations shall mean the HGC decision issued under the authority of sent. f of par. 3 of article 28 of Law 4002/2011.

Manufacturer shall mean the person who manufactures (including designs, plans, assemblies, 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.

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 Law 4002/2011, refer to casino games of chance, poker and its variants, provided online and played either live or using a Random Number Generator.

Payment shall mean any Money Transfer, debit card, credit card, prepaid card, electronic wallet (e-wallet), personalized device, cash and any other means used by the Player to deposit and withdraw funds, during the conduct of Games of Chance, in accordance with the applicable provisions.

Money Transfer shall mean any transaction made by electronic means, by a Payment Service Provider on behalf of a payer. The purpose is to make money available to a holder through a Payment Service Provider, regardless of whether the Payer's Payment Service Provider and that of the holder are the same person, including: a) credit transfer b) direct debit c) remittance services in accordance with the provisions of Law 4537/2018 (Government Gazette 84/A), as well as d) the transfer made using a payment card, for any type of electronic money or any other personalized device with similar features and functionality, in accordance with the applicable provisions.

Non-cooperative states are the countries and jurisdictions referred in Article 65(3) of Law 4172/2013 (Government Gazette 167/A) as well as the countries of paragraph 3 of Annex II of the AML 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 Decision No 79835 ΕΞ 2020/24.7.2020. The Guidelines are binding in the framework of the Authority's dealings with citizens.

Player shall mean the natural person who lawfully participates in Games of Chance.

Player Activity shall mean all information about each individual Player.

Play Sessions means the time period from the moment the Player logs into their Online Account to the moment they log 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 operates lawfully in Greece or in another Member State of the European Union or the European Economic Area in accordance with the relevant provisions.

Personal Data Protection Policy is the Licence Holder's corporate policy in relation to the personal data and information it collects, in particular as to how the data and information are collected, the purpose and legal basis of their processing, how the data and information are used, shared, stored and protected, the rights of the data subjects and the technical and organizational security measures.

Beneficial owner shall be the natural person on whose behalf the transaction or activity is carried out, pursuant to Article 3(17) of Law 4557/2018.

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 Law 4002/2011, have received a Suitability Licence granted by the HGC and have been entered in the relevant Register.

Accession Agreement or Agreement is the agreement to which the Player accedes in order to participate lawfully in the Online Games of Chance covered by the Licence.

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

Games of Chance or Games shall mean the Online Bet of item (c) of Article 25 of Law 4002/2011 and the Other Online Games of item (v) of Article 25 of Law 4002/2011, which may be legally organised and conducted in the Greek territory by the License Holder through the Website.

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 minimize consequences for the Players due to their participation in games of chance.

Suspicious transaction or activity is any transaction or activity for which there is evidence or suspicion of attempting to commit or committing the offences referred in Section 2 of the AML Law or involving the Player or the Beneficial owner in criminal activities, following assessment of all data of the Player Activity and the Player, such as the nature of the Player Activity, the type of means of payment, the frequency, complexity and amount of the transaction, the use or not of cash, the profession, financial standing, the transaction's conduct, the reputation, the background and other elements needed to define said transaction.

1. Purpose – Scope

- 1.1. According to Article 18 of Decision No. 79835 ΕΞ 2020/24.7.2020, Players have the right to participate in Games organised and conducted by the Licence Holder, upon conclusion of an Accession Agreement, the draft of which should be approved by the HGC.
- 1.2. This Directive provides guidance for the drafting and submission of the draft Accession Agreement to the HGC and clarifies the terms to be included in it.
- 1.3. The Directive is addressed to Licence Holders, who are obliged to apply the provisions of the Directive during preparation and submission of the Draft to the HGC for the granting of the relevant approval.
- 1.4. Subject to its specific provisions: a. The Directive is binding on the Licence Holder. b. The Directive does not apply to the rules of the Games of Chance included in the Gaming Guide referred to in Article 17 of Decision No. 79835 ΕΞ 2020/24.7.2020, notified to the Hellenic Gaming Commission by the Licence Holder. c. The Directive does not limit the Holder to include in the Agreement other terms, as long as these terms are not contrary to the provisions of the Decision No. 79835 ΕΞ 2020/24.7.2020, the Anti-Money Laundering Regulations and the applicable provisions.

2. HGC Approval of the Draft Agreement

- 2.1 The Licence Holder submits the Draft of the Accession Agreement to the HGC for approval, at the latest upon submission of the application for a decision under Article 6(2) of Decision No. 79835 ΕΞ 2020/24.7.2020 on the commencement of the Games of Chance covered by the Licence.
- 2.2 Once the Games of Chance covered by the Licence commence, the Holder shall post the full text of the Agreement on their Website, pursuant to the decision by which the HGC approves the Draft Agreement.
- 2.3 The Holder shall notify the HGC of the date of posting of the Agreement and any amendment to it on the Website, without undue delay.
- 2.4 Following the decision approving said Agreement, the HGC may set a transitional period so that all or part of the terms thereof enter into force and/or the Holder fills in certain

details at a later time provided that these data have not yet been made known to the Holder, their lack does not conflict with the applicable provisions and their subsequent completion does not prevent the implementation of said Agreement.

3. General Principles

3.1 The conclusion of the Agreement implies the full and unconditional acceptance of its terms by the Player. Any reservations of Players to the Licence Holder or to HGC or to any third person or authority shall entail the non-acceptance and non-conclusion of the Agreement.

3.2 The terms of the Agreement shall apply to the rendering and receipt of betting services and/or other online games through the Licence Holder's Websites pursuant to Law 4002/2011 and Decision No. 79835 ΕΞ 2020/24.7.2020.

3.3 The Licence Holder shall ensure that the terms of the Agreement are posted on their Website at any given time and are available to any interested party.

3.4 Upon HGC approval, the Licence Holder may amend the terms of the Agreement.

3.5 The Licence Holder shall ensure that the Agreement has a clear, coherent and understandable structure, on the basis of which any interested party can easily identify operational and procedural conditions as well as the content of the contractual relations contained therein.

3.6 The Licence Holder shall use short titles to describe the chapters/sections and a term contained in the Agreement, so that the contractual text is user-friendly and easy to read and shall ensure that the Agreement contains a complete table of contents including functional links between the titles and the respective content.

3.7 The Agreement shall be drafted, as far as possible, in plain and comprehensible language and using descriptions and definitions which are widely used and constitute a common reference point. In the case of references or definitions, the use of hyperlinks to the associated terms, definitions and provisions is encouraged.

3.8 When drafting the Agreement, terms and phrases that have already been accepted in the legislative and regulatory texts are used, which regulate the issues related to the organization and running of the Games of Chance.

3.9 When drafting the Agreement, the use of a uniform terminology is encouraged in order to describe identical or substantially similar situations.

3.10 In any case, the Licence Holder understands that the conclusion of the agreement may not result in the weakening of the Players' legal rights as consumers.

4. Language of the Agreement

The Agreement shall be written in Greek. Should any international terminology related to Games be used in the Agreement, said terms shall be stated as they are, provided that a Greek translation was already stated in the text or they shall be accompanied by their translation in Greek, where possible. Where there is a difference between the Greek version and the other language versions of the contractual texts, the Greek version of the Agreement shall prevail.

5. Conclusion of the Agreement

5.1 The Agreement shall be concluded upon acceptance of its terms by the Player. Acceptance shall take place electronically either when the Player Online Account is created or, in case of amendment to the Agreement, during the first connection of the Player via the Online Account, which follows the posting of the new Agreement on the Website.

5.2 The Licence Holder shall bring to the attention of the Player the full text of the Agreement and any amendment thereto. In case of an amendment to the Agreement, the Holder shall inform the Player that in order for the Player to continue to participate in the Games covered by the Holder's Licence, the Player should be informed of the content of the new Agreement and re-enter it by accepting its terms, and be aware that non-acceptance of the terms of the Agreement shall result in the closing of the Online Account.

5.3 Upon conclusion of the Agreement, the Player fully understands and unconditionally accepts to participate in the Games under its terms. Moreover, the Player accepts the Privacy Policy and all corporate policies applied by the Licence Holder and agrees to comply with the legislative and regulatory framework governing the running of Online Games and with the relevant Directives of the Hellenic Gaming Commission.

5.4 In case the Player does not accept the Agreement, the Licence Holder shall not create a Player Online Account. In the case of existing Players, the Licence Holder shall close the Online Accounts and clear any outstanding transactions with the Player, pursuant to Decision No. 79835 ΕΞ 2020/24.7.2020, the Anti-Money Laundering Regulations and the applicable provisions.

6. Thematic Areas-Sections to be included in the Agreement¹

The main thematic areas/sections, the data and information that the Licence Holder shall include, as a minimum, in the Draft Agreement to be submitted to the HGC for approval, are as follows:

6.1 Definitions

This section details the definitions used in the Agreement. The Licence Holder shall ensure that a definition already mentioned in the applicable provisions and used in the Agreement is reproduced in it in the same way.

6.2 Scope and Subject-matter of the Agreement

6.2.1 This section aims to inform the interested party about the purpose and subject matter of the Agreement, as a network comprising rights and obligations which regulate in general the contractual relations established between the Contracting

¹ This Directive gives examples of how the titles and the thematic areas included in the Agreement shall be presented. Each Holder may organise the content of the Agreement in a different way, provided that minimum content of the contractual Terms is clearly distinguished and the required data and information are organised and presented in a clear, complete and comprehensible manner to any interested party.

Parties. In particular, the interested party should be informed at least of the following:

- a) The identity of the Licence Holder (full name, business name, establishment/seat, contact phone number, websites);
- b) the Type and number of the Licence they hold;
- c) the Games of Chance they may run under said Licence;
- d) the time of commencement and expiry of the Licence;
- e) the fact that the Licence was granted by the HGC pursuant to Law 4002/2011 and Decision No. 79835 ΕΞ 2020/24.7.2020; and
- f) the fact that the Accession Agreement has been approved by the HGC, mentioning in particular the number of the approval decision.

Moreover, the interested party should be informed that the purpose of the Agreement is to regulate the Player's Participation in the Games in accordance with the legislative and regulatory framework for the organisation and running of the Games and that, by accepting the Agreement, the Player agrees unconditionally to abide by the terms thereof, the Privacy Policy and other corporate policies applied by the Holder regarding Participation in the Games.

As part of the Agreement, the Holder shall provide hyperlinks to the Privacy Policy, other corporate policies related to Gaming Participation and the HGC website, where necessary.

6.3 Conclusion of the Agreement- Amendment to the Agreement

This section aims to inform the interested party that:

- a) The Agreement and any amendment thereto, have been approved by the HGC, otherwise the Licence Holder is not allowed to post it on their Website.
- b) The Agreement and any amendment thereto shall be concluded upon acceptance of its Terms by the Player. Acceptance of the Agreement as well as any amendment thereto shall be carried out electronically, in an express manner that is not open to doubt.
- c) In case of an amendment to the Agreement, the Licence Holder shall inform the Player of said amendment, the first time the Player logs in to the Online Account, following the posting of the amended Agreement on the Website, making specific reference to the amendments made.
- d) Acceptance of the amended Agreement is carried out through acceptance of its terms and conditions by the Player when the latter connects to the Online Account for the first time after the amended Agreement has been posted.
- e) In case the Player does not accept the amended Agreement, it shall be duly terminated. Should this be the case, its terms regarding the closing-out and settlement of all outstanding transactions shall apply, pursuant to Decision No. 79835 ΕΞ 2020/24.7.2020, the Anti-Money Laundering Regulations and the applicable provisions.

6.4. Running Games of Chance

This section describes the Games that the Licence Holder runs. The Licence Holder wishes to inform the interested parties that for the provision of the Games of Chance the Holder cooperates with Manufacturers who are registered in the relevant registry kept by the HGC. The Holder is encouraged to maintain hyperlinks that refer to the websites of the Manufacturers with which they cooperate.

The Licence Holder also mentions to the interested party that the Game Guide includes the specific rules for each individual Game or category/group of Games they run. In particular, the Game Guide includes information such as the environment for organising and running betting events, the rules of sports, the rules of the Game, success categories, the chances of winning, the way of producing the winning outcome, the minimum and maximum amount payable for participating (maximum wager) in games of chance, where applicable, the odds multipliers, the way of determining the betting odds, the rake that may be withheld by the Licence Holder for the Participation, the way of calculating the winnings tax for an individual game or Group of Games, the terms of jackpot mode, the way of display, etc.

The interested party is informed that acceptance of the Game Guide, referring to the Game Guides posted on the Website per Game or category/group of Games is a precondition for the Player's participation in the Game.

6.5 Participation in the Games of Chance

This section describes the conditions for the Player's participation in the Games of Chance.

These conditions relate, as a minimum, to the following:

6.5.1 Opening a Player Online Account

For the interested party to be eligible to participate in Online Games provided by the Licence Holder, they should be a natural person and have accepted the terms of the Agreement and the Licence Holder should set up a Player Online Account. Each Player shall have a unique Online Account maintained by the Licence Holder and shall take part in the Licence Holder's Games solely via that Account. The same Player is not allowed to maintain more than one Online Account and third parties are not allowed to manage Player's Online Accounts.

To set up a Player Online Account, the interested party shall fill in the relevant registration form available on the Licence Holder's Website. Before filling in the application form, the interested party should be encouraged to read the terms of the Agreement carefully, in order to be informed, inter alia, of the following:

- a) The data required to provide for the setting up of a Player Online Account, in accordance with the Anti-Money Laundering Regulations and the Holder's corporate policy, including the place, time and manner of submission;

- b) The fact that the Licence Holder should consult the register of excluded persons (players) kept both by the Licence Holder and the HGC in order to establish that the person requesting the setting up of an Online Account is not listed in it and that the request for the setting up of an Online Account shall be rejected in case the interested person is listed in the register of excluded persons (players).
- c) The guarantee statements that the interested party is required to make for the setting up of a Player Online Account, in particular that:
 - aa) They have full legal capacity and there is no other impediment affecting participation in the Games of Chance.
 - bb) They have reached the age of 21.
 - cc) Their participation in the Games is a free and independent personal choice and takes place without provocation or inducement.
 - dd) They are obliged to use the Player Online Account exclusively on their own behalf and not on behalf of a third party.
 - ee) They should inform the Licence Holder, without undue delay, in case of change in any personal details provided at the time of registration and/or thereafter.
 - ff) They have the necessary software and hardware so as to use services and receive updates and notifications from the Licence Holder.
- d) That if they conclude the Agreement, they are aware, fully understand and accept that they are not allowed:
 - aa) To set up and/or use more than one Player Online Account;
 - bb) To use a third party's means in order to execute financial transactions, such as but not limited to, bank accounts and/or debit and/or prepaid cards etc;
 - cc) To make use of the services provided by the Licence Holder outside Greek territory;
 - dd) To attempt Participations while in a state of temporary abstention or exclusion;
 - ee) To attempt to or to participate in cartels or to follow unfair practices.
- e) That once they enter into the Agreement, they are aware, fully understand and accept that:
 - aa) In order to access and operate the Online Account, the Player is required to use a unique Username and a secret Password. Each player has a unique combination of these two elements which is used to identify the Player and constitutes evidence of use of the services provided by the Licence Holder and confirmation that the terms of the Agreement have been accepted. Without prejudice to any additional identification or security measures taken when making online money transactions by the payment service providers or the Licence Holder's software, said combination demonstrates the Player's intention to trade on their own behalf and confirms that Participation in the Games is the result of their own will, without inducement or provocation from any third parties.
 - bb) The Player must keep the data used for logging in to the Online Account secure, use it in secret, change it periodically and notify the Licence Holder without undue delay as soon as the Player becomes aware of any loss or misuse.

- cc) The Player is obliged to change the login information that uses to log in to the Online Account whenever required by the Licence Holder, based on the security policy.
- dd) The process of verifying the identity of the Player shall be repeated by the Licence Holder, whenever there are doubts as to the validity, accuracy and/or completeness of the data provided.
- ee) The Licence Holder shall, in a consistent and systematic manner, apply due diligence measures pursuant to Law 4557/2018, the Anti-Money Laundering Regulations and its corporate policy. Moreover, the Licence Holder may take all appropriate measures, such as blocking the Player's Online Account, refusal to provide services or payments or the issuance of a winnings certificate, in case that conditions for certification and verification of the Player's identity are not met, or if, based on the relevant data, risk analysis, policy and tools applied, finds or has serious indications or grounds to believe that Suspicious or Unusual transactions have been carried out or have been attempted to be carried out.
- ff) The Licence Holder may refuse to provide services or make payments or to provide a winnings certificate, in case it is established that the Player is a national of a country designated by the European Commission as at high-risk for money laundering and terrorist financing, or listed to the Non-Cooperative States, or if the Player is included in the corresponding lists kept by the Authority, the competent police, administrative and judicial authorities where such lists exist and are accessible by the Liable Entities, as well as in the relevant restrictive measures registers kept by the HGC or following a public prosecutor's order or an order of the Anti-Money Laundering Authority.
- gg) The Licence Holder shall use special systems and tools to verify Player identity, including systems that can identify the technical means and devices used for Participation, as well as any other appropriate means, including the gathering and evaluation of Gaming Activity patterns.
- hh) The Licence Holder may implement strong identification systems and procedures such as Two factor Authentication, Strong Customer Authentication- 2FA, SCA, which are equally powerful and effective to those provided for in Directive (EU) 2015/2366 and may also use two or more data related to knowledge (an information only the user knows) and possession (an information only the user owns) as well as a unique physical characteristic (inherent the user). These elements are independent, which means that the breach of one of said data does not jeopardise the credibility of the others.
- ii) Through the Online Account, 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 carried out during Participation.
- jj) The Licence Holder shall keep all records regarding the Player's particulars, the relevant Gaming Activity and the transactions carried out through the Player Online Account for ten (10) years. These data shall be made available to HGC and to any other authority acting within the framework of its competence, in compliance with the

provisions on the Protection of Personal Data and in accordance with the relevant terms of the Agreement and the Personal Data Protection Policy applied by the Licence Holder.

kk) Transactions exceeding the applicable monetary limits set by the Anti-Money Laundering Regulations shall be carried out solely if it is confirmed, prior to the transaction, that the payment account declared by the Player actually belongs to said player.

ll) The Licence Holder shall take appropriate measures to manage and reduce operational and security risks associated with the services provided and, in this context, shall implement effective incident management procedures, including procedures for identification and classification incidents affecting operation and security.

mm) The Licence Holder bears no responsibility for any loss that may be caused due to any act or omission by the Player, resulting in improper or incorrect use of the Player's Online Account.

nn) All data and information provided to the Players through the Player Online Accounts and the Website, such as but not limited to stakes, sporting events, match schedules, odds, outcomes, online account balance, gaming activity information, etc., shall be provided for the exclusive use by the Players, and the distribution or commercial exploitation of such information shall be strictly prohibited.

oo) All information and data provided by the Licence Holder do not constitute any kind of advice or recommendation intended to encourage or induce persons to participate in Games being conducted.

pp) The Player is not allowed to use said services for any purpose other than Participation.

qq) In order to make the Player's visit to the Website user-friendly, the Licence Holder shall monitor the traffic with cookies received from the Player's browser or the Licence Holder's client software. In any case, the Player should be able to refuse installation and/or continuous transmission of information contained in cookies, except those that at the Holder's reasonable discretion, are required so that services can be provided and used in a lawful, proper and easy manner.

6.5.2 Status of Player Online Account

In this section the Licence Holder shall include the terms of the Agreement describing the types of status that may apply to the Player Online Account, the reasons justifying said status and the way said status may affect the Online Account operation. The following Player Online Account status types can be distinguished:

6.5.2.1 Temporary Online Accounts

The Licence Holder shall inform the interested party that:

- a) Upon its opening, the Player Online Account is set in a "Temporary" status, until the required information is submitted and verified, in accordance with the provisions of the Anti-Money Laundering Regulations. In particular, it should be verified that:
 - aa) The details of the person for whom the Online Account was opened correspond to a real person.
 - bb) The person for whom the Online Account was opened is the same as the one who requested its registration.
 - cc) The person for whom the Online Account was opened is in fact the person whose details have been submitted, under requirement (aa)'.
- b) For as long as the Online Account has been set to a "Temporary" state, the Player:
 - aa) May not deposit any amounts exceeding, cumulatively, the current limit applicable to this case provided for in the Anti-Money Laundering Regulations.
 - bb) May not withdraw any amounts in accordance with the provisions of the Anti-Money Laundering Regulations.
- c) In case the Online Account is not confirmed within the time-limit provided for in the Anti-Money Laundering Regulations, the Licence Holder shall put the Player Online Account in a "Block" state, shall not accept transactions with the Player and shall set a time-limit of thirty (30) days from the date on which the Account was blocked in order for the Player to take the necessary steps and provide the necessary information to enable identity verification. The Online Account shall be activated once the Player submits the requested information. If the Player fails to do so within the time allowed or the information provided by the Player is insufficient, the Licence Holder shall close the Player Online Account and clear the Player's transactions in accordance with the provisions of the Anti-Money Laundering Regulations.

6.5.2.2 Inactive Online Accounts

The Licence Holder shall inform the interested party that pursuant to Decision No. 79835 ΕΞ 2020/24.7.2020, the Player Online Account's status shall be changed to status 13 "Inactive" where there has been a continuous 12-month absence of Participation. At least thirty (30) days prior to the Online Account being made "Inactive", the Player shall be informed that the Account will have its status changed to that one, as well as of the following:

- a) For as long as the Player Online Account has been made "Inactive":
 - aa) The Player shall be not allowed to participate in Games.
 - bb) Should fees for retaining the accounts which are inactive be imposed, amount of fees and the calculation methodology shall be stated.
 - cc) The Player shall continue to have access and manage the online account as well as all data and information included in it or relating to the Player and to the services provided by the Licence Holder excluding Participations.

- b) 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 although activated, there were no Participations, the Licence Holder shall close the Player Online Account and terminate the contractual relationship.
- c) In case the Player has at least one Participation during the period until the completion of the time-period of twelve (12) months, the Player Online Account shall no longer be "Inactive".
- d) After the Account status has been changed to "Inactive", the Player has the following options:
 - aa) To request the closure of the Player Online Account and termination of the contractual relationship by withdrawing any credit balance from the Account, after the withholding of any retention fees that have been imposed.
 - bb) To request activation of the Account so as to be able to participate in games. Should this be the case, the Player shall be informed that the Licence Holder is obliged, based on the information kept, the risk analysis, the policy applied and the tools available, to proceed with an assessment of whether the restoration of the Account to its previous state presupposes that the process of Player identification should be repeated in accordance with the provisions of the Anti-Money Laundering Regulations.

6.5.2.3 Blocked Online Accounts

The Licence Holder shall inform the interested party that the Player Online Account will be "Blocked":

- a) In case of temporary abstention or temporary exclusion from the Games.
- b) On instructions from the Public Prosecutor.
- c) At the discretion of the HGC, where the information available to the Authority shows the need to block the Account to safeguard the integrity of the Games being played and to safeguard public order.
- d) In the Holder's reasoned judgement, where, based on the data, the risk analysis, the corporate policy and the tools applied, it has been ascertained or there are serious indications or grounds to believe that Suspicious or Unusual Transactions have been carried out or have been attempted to be carried out or that integrity of the Games has been breached. Should this be the case, the Licence Holder shall take the necessary actions pursuant to Law 4557/2018 (Government Gazette 139/A) and the Anti-Money Laundering Regulations.
- e) In addition, all specific reasons for which a Player Online Account has been blocked. In any case, the blocking of a Player Online Account is considered to be an extremely restrictive measure. The Licence Holder should apply this measure with great caution and where there are reasons that adequately justify the necessity to apply said measure and not in an expedient or improper manner.

In addition, the Licence Holder wishes to inform the interested party that:

- a) The Player is not allowed to participate in Games and it is not permitted to make deposits in Online Accounts which have been blocked.
- b) It is not permitted to impose charges on Online Accounts which have been blocked.
- c) The Block shall be lifted after the reasons for which it was imposed have ceased to exist.
- d) 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 and terminate the contractual relationship.
- e) Where during the time period the Online Account has been blocked, there are pending Participations which have not yet been settled, the Licence Holder shall inform the interested party on how to proceed with Participations settlement, in compliance with the applicable provisions and the Anti-Money Laundering Regulations.
- f) Where during the time period the Online Account has been blocked, the Player submits a request for withdrawing amounts from a blocked online account, the Licence Holder shall inform the interested party of how they shall deal with this request, based on the data that led to the blocking of the account in compliance with the applicable provisions and the Anti-Money Laundering Regulations.

The Licence Holder's decision to block an online account shall be based on objective, valid data and methodology and on adequate justification. In any case, the Licence Holder shall block an Online Account upon receiving an order to freeze the Account or upon receiving relevant instructions to do so by the HGC and/or the competent bodies and authorities.

The Licence Holder should pay attention in those cases where an Online Account has been blocked because there are indications that said account is not used by the Player but by third parties (account takeover) based on device or IP address detection tools or tools for gaming activity pattern identification and evaluation or based on questions asked to the Player in order to identify that the Online Account is used by the player etc. or a combination of the aforementioned actions.

Participations using different access devices from different IP addresses do not prove that the Account has been used by a third party, but it may be a clear indication especially when it appears that the use of different devices has taken place within the same or a short period of time from different geographical areas. To this end, the Licence Holder may verify whether or not the Online Account is used by the Holder by applying additional means to identify the Player (e.g. Two Factor Authentication, Strong Customer Authentication - 2FA, SCA, etc.). In addition, the Licence Holder may require the Player to register the devices used for participating in the Games and inform the latter that the Licence Holder shall not accept any transactions which have been carried out through devices that have not been registered.

Similarly, the fact that gaming activity patterns may differentiate does not constitute sufficient proof or indication that the Online Account is used by a third party. The Licence Holder should evaluate the extent of pattern differentiation, in combination with all specific elements and the peculiarities of each case, in order to be able to validly claim that the

Account has been used or is being used by a third party. Thus, for example, the mere fact that a Player has decided to significantly increase wager (staked money) without, however, such increase being characterised as unusual, based on common experience, or to choose a different type of Bet (e.g. "accumulator bet" instead of 'single bet' or vice versa) and/or organisation and/or sport and/or Game, etc., are not sufficient to justify the change of an online account into a blocked account, without existing any other elements based on which the Licence Holder establishes, with the required accuracy, adequacy, completeness and justification, their claim that the Account was or is being used by a third party.

6.5.2.4 Closed Online Account

In the Agreement, the Licence Holder shall make clear the reasons for closing the Player Online Account, referring, where necessary, to the applicable provisions and the relevant contractual terms. The Licence Holder shall inform the interested party, inter alia, that according to Decision No. 79835 ΕΞ 2020/24.7.2020, the Player Online Account shall be closed:

- a) Immediately upon receipt of an application from the Player to close the Account.
- b) Following the lapse of thirty (30) days from the end of the deadline for completing Player authentication, the information data the Player has provided has not been confirmed, in accordance with the provisions of the Anti-Money Laundering Regulations.
- c) Immediately upon receipt of an application from the Player for indefinite exclusion from Games.
- d) Where the Licence Holder ascertains or has valid, reasoned and well-founded indications that part or all of the information provided by the Player for the opening of the Online Account is untrue or inaccurate.
- e) If twelve (12) months have elapsed from the date on which the change in the Player Online Account's status to "Inactive" has occurred.
- f) If twenty-four (24) months have elapsed from the change of the Player Online Account's to "Blocked".
- g) Moreover, the Licence Holder shall mention the specific reasons for which the Account may close. The Licence Holder shall not close an Online Account on vague or unclear reasons and shall take all relevant decisions based on data that objectively justify the decision to close the Player Online Account.

The Licence Holder shall use the Agreement to inform that:

- a) The Player Online Account may not be reactivated before twelve (12) months have elapsed from the closure of the Online Account. Item (b) is excluded from this prohibition, given that the conditions indicated in item (d) does not apply.
- b) Contractual relationship between the Licence Holder and the Player shall terminate upon closure of the Player Online Account. All details regarding transactions and stakes that have been carried out via the Online Account as well as any other data or information kept by the Licence Holder in connection with and in execution of the

contractual obligations shall be kept by the Licence Holder in the format, manner and for the time provided for in Decision No. 79835 ΕΞ 2020/24.7.2020 and the applicable provisions.

- c) If there is a credit balance in the Player Online Account which is closed, in accordance with the provisions of Decision No. 79835 ΕΞ 2020/24.7.2020, the Licence Holder shall pay the balance to the account which was indicated as soon as possible and in any case within three (3) working days after the Closure of the Online Account, in compliance with the provisions of the Anti-Money Laundering Regulations.
- d) Where at the closing of the Player Online Account, the Account's status is "Temporary", no winnings shall be paid to the Player and the Licence Holder shall clear the credit balance of the Account, having regard to the provisions of the Anti-Money Laundering Regulations.
- e) Where at the closing of the Player Online Account, the Licence Holder is aware or has serious indications or suspicions that the amounts in the Account, either large or small, constitute or are related to proceeds of criminal activities or to the financing of terrorism, they shall apply provisions of Law 4557/2018 (Government Gazette 139/A) and the Anti-Money Laundering Regulations.

6.5.3 Limits and Restrictions of Gaming Activity

This section describes the Limits set during Gaming Activity. Limits are set either in compliance with the provisions of Decision No. 79835 ΕΞ 2020/24.7.2020 and the HGC Directives or due to a special provision set by the Licence Holder and the Agreement. The Licence Holder is encouraged to include in the Agreement illustrative examples regarding implementation of Limits, either in the main part of the Agreement or in Annexes thereto.

There are the following types of Limits:

6.5.3.1 Limits set by the Player

The limits set by the Player in accordance with the provisions of Decision No. 79835 ΕΞ 2020/24.7.2020 and as described in the Agreement are the following:

- a. monetary limit, in terms of maximum deposit limit;
- b. monetary limit, in terms of maximum loss limit; and
- c. time limit, in terms of maximum time limit for Participation in Other Online Games and Bets on Virtual Events whose result is generated using a Random Number Generator.

Through the Agreement, the interested parties should be informed about the function and the purpose of setting said Limits and, in any case, at least about the following:

- a) It is obligatory to set the aforementioned Limits, pursuant to Decision No. 79835 ΕΞ 2020/24.7.2020 and the Principles of Responsible Gambling.

- b) They should set the limits, guided by the principles of prudent playing behaviour which are commensurate with what is personally affordable, in full awareness of the risks involved in dealing with Games of Chance.
- c) They may change the aforementioned limits, once the period for which the limits have been set has elapsed. Exceptionally, any amendment to existing limits to stricter ones shall be applied immediately.
- d) By posting an information message, the Licence Holder shall notify the Player as soon as they exceed 80% of the limit set in question, pursuant to Decision No. 79835 ΕΞ 2020/24.7.2020.
- e) Where the Participation is interrupted due to completion of the maximum time limit, the Player is not permitted to participate in the Games for the period remaining until the expiry date of the limit.
- f) That, where pending Participation means that the Player may exceed the maximum loss limit, they are allowed to continue Participation, provided that the bet the Player intends to make will not exceed the maximum loss limit set.
- g) That the maximum time limit is 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 to Saturday, or on a monthly basis, from the first until the last day of the month.
- h) That 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. Time spent on the Website and/or time connected to the Licence Holder's client software without any active participation in the Games (e.g. placing a bet, "betting", etc.) does not count towards the maximum time limit that has been set.

When registering and accepting the Agreement and before participating in the Games, the Player is obliged to set a specific value of their choice for each limit. "No limit" option may not be available. The Licence Holder shall ensure that the Player is able to enter the desired value for each limit. Where default values are used, these values shall range in such a way that as many options as possible shall be available to the Player and the limit setting system shall be user-friendly and functioning. Where the Player wishes to set a value that is not included in the options, the Licence Holder shall inform the Player of the nearest value available. Where rounding of values is required, it shall be performed to the nearest whole number, according to the condition $i \leq 0.4$, $i \geq 0.5$, where (i) the numbers of units, tens, hundreds or thousands for which rounding is required.

Changing a limit may be achieved after the time period for which the specific limit was set has elapsed. Exceptionally, where the limit is amended to a stricter one, this shall apply immediately. Thus, the terms of the Agreement should enable the interested party to understand, for example, that if the Player sets a limit on a monthly basis and then changes this limit, said change shall apply from the 1st day of the month following the one in which the Player has changed this limit. Where the limit is to be amended to a stricter one, said change shall apply immediately. Similarly, if the Player sets a limit on a daily or weekly basis and then changes the limit, the respective amendment shall apply from the day following the day on

which the Player has amended said limit or from the first day of the week following the week in which the Player has changed the limit, unless the limit is to be changed to a stricter one, which shall apply instantly.

6.5.3.2 Limits defined by Decision No. 79835 ΕΞ 2020/24.7.2020

The Agreement should include and specify the limits defined by Decision 79835 ΕΞ 2020/24.7.2020 and in particular:

- a. The 24-hour limit on the maximum duration of a Gaming Session.

The Licence Holder, through the Agreement, should make it clear to the Player that this time limit operates, is calculated and applied irrespective of the participation time limit and that these two limits should not be confused with each other. In order to calculate the 24-hour limit on the maximum duration of the Gaming Session, time is counted from the moment the Player enters the Holder's Website or connects to client software using the login information and shall be calculated regardless of whether the Player participates in the Games, or just browses the Website or remains connected to the client software.

- b. The 2-euro limit regarding maximum sum for Participation (maximum wager) in Other Online Games whose outcome is generated using a random number generator (RNG).

Through the Agreement, the Licence Holder shall make it clear to the Player that this limit applies per Game Cycle and its calculation is based on the minimum participation unit ("denomination").

- c. The limit of EUR 70,000, as the maximum amount of winning (maximum payout) in Other Online Games whose outcome is generated using a random number generator.

Under the terms of the Agreement, the Licence Holder shall make it clear to the Player that this limit shall apply per Game Cycle. In order to calculate said limit all additional permitted Game rewards that may be provided (e.g. Bonus Rounds) shall be added together, excluding any Jackpots.

- d. The limit of EUR 500,000 as the maximum reward that can be won from a Jackpot.

Under the terms of the Agreement, the Licence Holder should make it clear to the Player that this limit does not apply to prizes in Poker Games and/or variants thereof conducted in the form of poker tournaments.

- e. The limit of maximum winnings per Bet which should not exceed the amount of EUR 500,000).

6.5.3.3 Limits and Restrictions set by the Licence Holder

The Licence Holder may set specific limits for the Participation amount and the maximum payout per Bet or other Games up to an amount provided for in each case by Decision No

79835 ΕΞ 2020/24.7.2020. The types or categories of these limits are specified in the Gaming Guide and may relate to one or more of the following limit types:

a. Participation Limit.

Under the terms of the Agreement, the Licence Holder shall expressly state the event, sport and/or organisation, as well as the type of Bet, Game and/or group of Games (e.g. minimum and maximum participation at roulette tables, minimum and maximum participation at poker tables, etc.) in which the Licence Holder sets a minimum and maximum participation limit and the type of these limits. The limit on the Participation Amount shall apply to all Players.

The terms of the Agreement provide for any special procedure for acceptance of amounts exceeding the Participation amount limits at the Player's request, provided that this agreement does not circumvent the general and specific limits set by Decision No. 79835 ΕΞ 2020/24.7.2020. No such agreement may be reached between the Licence Holder and the Player in the case of Participations in Other Online Games conducted Peer to Peer.

b. Maximum payout per Bet.

Under the terms of the Agreement, the Licence Holder shall expressly state that the Gaming Guide sets out the individual limits for maximum payouts per betting event, sport and/or competition up to the sum of EUR 500,000 which is the maximum limit set by Decision No. 79835 ΕΞ 2020/24.7.2020. The maximum payout per Bet limit applies to all Players. Under the terms of the Agreement, the Player should clearly understand that in the case of Multiple Entry Betting Events for which there are different individual limits, at the sport and/or sporting event level, the aforementioned limit shall be equal to the sum of the maximum individual limits set by the Licence Holder at the sport and/or sporting event level. The terms of the Agreement provide for any special procedure for accepting the Player's request for an increase in the maximum payout amount limit for a particular Betting Event, provided that the Limit inclusive of the increase shall not exceed EUR 500,000 or the sum of the maximum individual limits set by the Licence Holder at the sport and/or sporting event level, in the case that there are different limits for each of them.

c. Under the terms of the Agreement, the Licence Holder shall inform the interested party that the Holder has the right to unilaterally limit the Gaming Activity (participations, payouts) and/or transactions (Deposits/Withdrawals), if the Licence Holder deems that there is a risk of illegal transactions, based on factors such as the level of financial risk, the type of Game, the frequency of Participations, the frequency and amounts of withdrawals from Player Accounts, the amount of expected return, the personal characteristics and qualities (such as occupation, financial standing, gambling behavior, reputation, history, data and information on the basis of which the influence of the Players or that of their relatives or persons closely related to them may have shaped the outcome of already offered purchases, the Player relationship with other License

Holders), a strong likelihood of collusion among Players, information and data creating reasonable doubt as to the integrity of a bet etc.

- d. Under the terms of the Agreement, the Licence Holder shall inform the interested party that the Holder reserves the right to restrict Gaming Activity (participations, payouts) and/or transactions (withdrawals) in the implementation of the loyalty programs, in accordance with the rules of these programs and provided that the Player participating in these programs has become fully aware of the rules and has given prior consent to their being implemented.
- e. Under the terms of the Agreement, the Licence Holder shall inform the interested party that the Holder reserves the right (as well as the obligation) to limit Gaming Activity (participations, payouts) and/or transactions (deposits/withdrawals), in the context of Responsible Gambling Principles, if available data shows that the Player demonstrates problematic gaming behavior.

6.5.4 Rewards – Loyalty Programs

In this section, the Licence Holder wishes to inform the interested party at least of the following:

- a. The Licence Holder may reward the Players by implementing reward/loyalty programs whose terms and conditions are formulated and promoted, pursuant to Decision No. 79835 ΕΞ 2020/24.7.2020.
- b. The terms and conditions of each program shall apply in the same way to all Players who meet the conditions for inclusion in the program or in any individual parts thereof.
- c. The Licence Holder may at any time terminate or amend any program for any reason deemed appropriate, at their sole discretion.
- d. The Licence Holder may not modify a Player reward that has already been paid using future rules.
- e. The Licence Holder may change or revoke the reward already paid out if it is proven that the Player has received said reward mistakenly or fraudulently knowing that the latter does not meet the qualifications or that the reward is likely to have been paid out based on transactions and/or Participations and/or practices carried out in violation of the law, fair trade practices, Decision No. 79835 ΕΞ 2020/24.7.2020 and the Anti-Money Laundering Regulations.

6.5.5 Jackpot Mode

Under the terms of the Agreement, the Holder of Other Online Games Licence who provides a Jackpot shall inform the interested party that:

- a. The Jackpot Feature is any fixed or progressively increasing value or combination thereof awarded to the Players, which is regulated by the Game Manufacturer or the Licence Holder, at the Gaming level either at the level of the Game interface or at the system level or in any combination of the above.
- b. It is not permitted for two or more Licence Holders to jointly to run a Jackpot.
- c. 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 collected based on the Players' wagers shall necessarily be transferred to another Jackpot.
- d. Where the amount accumulated based on the Players' wagers is reduced or a Jackpot has terminated, as amount equivalent to said reduction or an amount accumulated based on the Players' wagers at the time of termination shall necessarily be transferred to another Jackpot within three (3) months from the date of the reduction or termination.
- e. A winning Player shall be continuously informed about the payout of prizes in a Progressive Jackpot until the Game in progress has ended.
- f. Information on the payouts of a Progressive Jackpot shall be provided to all Players participating in this Jackpot at the time when winnings accrue in a manner readily understandable to the Player, regardless of the means used by each Player to access the Player Online Account.
- g. Information on the amounts paid out by a Progressive Jackpot, as it has been formed after prizes are awarded, shall be provided to all Players participating in the Jackpot at that time, regardless of the means used by each Player to access their Online Account.
- h. In cases where a Progressive Jackpot should be abolished (e.g., malfunction, loss of connectivity, unexpected termination), players shall be given a clear indication that a Progressive Jackpot will not be functioning due to an imminent termination and the Jackpot prize cannot be paid out.
- i. Reactivating a Progressive Jackpot which was terminated shall be implemented using exactly the same parameters as were in use before the interruption.
- j. Where the Progressive Jackpot operates in conjunction with another Game (e.g. base game) and the return to Player requirement is met only when Progressive Jackpot contributions are included, the other Game shall only be available when the Progressive Jackpot is available.
- k. The Gaming Guide shall give the Player relevant information regarding Jackpots in the case of a Progressive Jackpot, at least about:
 - aa. The maximum awards and/or time limits that may exist for Progressive Jackpots;
 - bb. The manner in which the Progressive Jackpot is financed and determined;
 - cc. Whether there is a minimum Participation amount in order for a Player to win a Jackpot Progressive prize; and

dd. The rules that apply to simultaneous wins and payouts in the event of multiple wins of a Progressive Jackpot occurring at approximately the same time, and there is no way of knowing which Jackpot prize was payable first.

6.5.6 Responsible Gambling, Responsible Gaming

Under the terms of the Agreement, the Licence Holder shall inform the interested party that the Licence Holder applies the Principles of Responsible Gaming, based on a consistent and coherent strategy developed in order to minimise the negative impact on Players arising from their Participation in the Games. In this context, the Licence Holder shall inform the interested party that:

- a. It is ensured that the organisation and running of the Games is reliable and secure, in accordance with the rules of public order, public interest and the applicable regulatory framework, as well as that persons under the age of 21 are excluded from participation in the games conducted, vulnerable social groups are protected, and that public health, safety, legality and transparency of transactions are safeguarded.
- b. They monitor and constantly update on developments regarding the Principles of Responsible Gaming and problematic gaming behaviour, and utilise the findings of recent research in this field.
- c. They provide a special section on their Website including information about Responsible Gaming, in which the interested party can find, among other things, information about the age from which Participation in the Games is permitted, how Participation decisions should be made, what are the Principles of Responsible Gaming, what constitutes problematic gambling behaviour, what are the harmful consequences and risks of excessive exposure to the Games, contact details (dialling said number is free of charge) for counselling support services etc.
- d. They develop a specific methodology and tools for evaluating Gaming Activity for all Players who participate in the Games they run, in order to identify and assess the risk of a Player's normal Gaming Activity developing into problematic gambling behaviour.
- e. They discretely and confidentially urge Players to participate in the Games to an extent commensurate with their financial capacity.
- f. They discretely and confidentially urge Players who present signs of problematic gaming behaviour to take regular breaks from the Game (cooling-off) or to temporarily abstain from Participation in the Games for twenty-four (24) hours, in accordance with the provisions of Decision No. 79835 ΕΞ 2020/24.7.2020.
- g. They discretely and confidentially urge Players who present signs of problematic gaming behaviour to proceed with temporary or indefinite exclusion, in accordance with the provisions of Decision No. 79835 ΕΞ 2020/24.7.2020.
- h. They provide Players and any interested party with self-assessment tools (tests), regarding their attitude towards the Games and encourages them to evaluate their attitude, informing at the same time that:

- aa. The test is anonymous and accessible to everyone and can be done by anyone without the need to sign up or log in to the Website.
- bb. Any interested party can take the test at any time and as many times as they wish.
- cc. The test is performed in a fully automated manner and the processing of the answers given to the interested party is absolutely necessary for the production of the answers, which are available exclusively to the person conducting the self-assessment and are not collected, stored, distributed or otherwise processed by the Licence Holder's information systems.
- dd. They allow the interested party to save the test results locally on their device only once, marking the date and time that the results were produced.
- ee. Where, for any reason, the test is not completed, the person concerned should repeat the process from the beginning.

j(a). They discretely and confidentially advise Players who demonstrate problematic gaming behaviour to seek help by contacting specialised organisation and counselling and/or rehabilitation centres.

j(b). They may exclude the Player and close the Player Online Account, based on a court ruling or request from the Player's legal defender.

j(c). They reserve the right to temporarily or indefinitely exclude the Players, based on dully justified decisions, if their Gaming Activity data, the information in their possession and the relevant policy they apply, show that the Players demonstrate problematic gambling behaviour and, despite repeated prompting, they have failed to exclude themselves.

The Licence Holder is encouraged to refer the interested party to more specific information, regarding scientific studies, addiction indicators, good coping practices and examples (success stories) of people who have successfully recovered from their addiction to Games of Chance, as well as to contact details of counselling support services and rehabilitation centers.

By virtue of this Agreement, the Player consents to the evaluation of the Gaming Activity for the purpose of applying the Principles of Responsible Gambling, and is aware and understands that the obligations of the Licence Holder in this respect are imposed by the applicable provisions and are aimed at protecting both the Licence Holder and the Society.

6.5.7 Exclusion of Players

Under the terms of the Agreement, the Licence Holder wishes to inform the interested party that the Player may, upon request, apply for temporarily abstention or temporarily or indefinitely exclusion from participation in the Games, as well as that:

- a. The request shall be submitted through the Player Online Account.
- b. By submitting a request for temporary abstention, the Licence Holder will change Player Online Account status to "Blocked" and maintain the Account in this status for twenty-four (24) hours.

- c. By submitting a request for temporary exclusion, the Licence Holder will change the Player Online Account to "Blocked" and maintain the Account in this status for at least one month.
- d. By submitting a request for indefinite exclusion, the Licence Holder will close the Player Online Account and terminate the contractual relationship. The Licence Holder shall inform the Player that settlement of the account shall be carried out in accordance with paragraph 6.5.2.4. The opening of a new Player Online Account may take place upon Player's request, in accordance with the provisions of Decision No. 79835 ΕΞ 2020/24.7.2020 and the Anti-Money Laundering Regulations, given that at least one (1) year has elapsed since the start of the exclusion and a new Agreement has been concluded.
- e. In case of temporary or permanent exclusion, the Player, by accepting the terms of this Agreement, shall provide explicit consent for inclusion in the register of excluded persons kept by the Licence Holder as well as in the register of excluded persons kept by the HGC.
- f. The Player's inclusion in the HGC Register of Excluded Persons entails exclusion from participating in Games organised by all Licence Holders.
- g. No deposits in a Player Online Account are allowed until the Licence Holder has cross-checked the personal details of the account holder with the information kept in the HGC Register of Excluded Persons.
- h. The Licence Holder wishes to inform the Player that the Holder has the right to temporarily or indefinitely exclude them, based on a duly justified decision, provided that from the Gaming Activity data, the information in their possession and the relevant Responsible Gaming policy they apply, it appears that the Player demonstrates problematic gambling behaviour and despite repeated prompting, the Player has not proceeded to exclusion.
- i. The Licence Holder shall urge and encourage the Player to seek help and support from a rehabilitation centre operating in Greece.

6.5.8 Money Transfers

This section describes the ways and means by which financial transactions shall take place between the Licence Holder and the Player. Under the terms of the Agreement, the Licence Holder shall inform the interested party about the manner, means and conditions by which the Player deposits or withdraws money to and from their Online Account, in accordance with Law 4002/2011, Decision No. 79835 ΕΞ 2020/24.7.2020 and the Anti-Money Laundering Regulations, as well as about those cases where the Licence Holder may, upon relevant justification, reject a request for deposit or withdrawal or cancel a transaction made.

Under the terms of the Agreement, the interested party shall be informed at least that:

- a. Payments of sums for Participation and payouts arising from Participation shall be made to and from the Licence Holder, without the mediation of a third party other than

Payment Service Providers established and operating lawfully in Greece or in another Member State of the European Union or the European Economic Area.

- b. Deposits made into the Player Online Account are interest-free.
- c. Transfer of funds between Online Accounts is prohibited.
- d. By depositing an amount into the Player Online Account, full knowledge and explicit acceptance that this is done for the sole purpose of Participating in the Games is presumed.
- e. The Licence Holder reserves the right to withhold amounts from the Online Account corresponding to any charges and/or commissions, charges and generally costs incurred, provided that these have been made known in advance to the Player and do not conflict with Decision No. 79835 ΕΞ 2020/24.7.2020 and the applicable provisions.
- f. The Licence Holder shall, at the request of the Player, send a status report of the Player Online Account to the registered e-mail or postal address within one (1) month and is obliged to include in this report all Participations and financial transactions carried out during the reporting period as well as sufficient information so that the Player can compare the requested data with corresponding information that the Player may keep themselves.
- g. Online Accounts that are "Inactive" and still have a credit balance are protected by technical and organisational security measures against unlawful access or unlawful withdrawal of funds.
- h. In the event that the Player Online Account is incorrectly credited with winnings that the Player is not entitled to, these amounts belong to the Licence Holder and shall be deducted from the Online Account, subsequent to correction of the credit amount and detailed information of the Player, without the need for any action on the Player's part. In the event that the Online Account balance is not sufficient to deduct the sum of money incorrectly credited to the Player, the latter shall still owe the difference to the Licence Holder and the Holder reserves the right to withhold, without further notification, any amount mistakenly credited to the Online Account, up to the amount of the difference.
- i. The Player may request the withdrawal of any credit balance of the Online Account, if all necessary information that may be requested by the Licence Holder in order for the relevant procedures to be implemented is provided, according to the Anti-Money Laundering Regulations and the applicable provisions.
- j. The Licence Holder shall be responsible for ensuring the legality and validity of transactions, to the extent that the Holder is responsible for them and for this purpose, shall take every possible measure, based on common knowledge, experience and understanding, of technological and/or functional, organizational, operational nature, in order to control both deposits and withdrawals, even after their completion.
- k. The Licence Holder reserves the right to refuse and cancel a transaction, even after its completion, if they become aware of any evidence that reasonable call into question its legality and validity, whether or not such information has been acquired by them or has been brought to their knowledge by a person with whom they lawfully cooperate for

the organisation and running of the Games or has been provided by another competent body or authority.

- l. By accepting the Agreement and the terms governing the processing of Personal Data, the Player expressly consents to the processing by the Licence Holder of the data relating to the bank account number, in order to carry out financial transactions between the Player and the Licence Holder, and also to any Player authentication by the Licence Holder, as well as by third parties, in accordance with the Anti-Money Laundering Regulations, which the Player provides to satisfy the purposes of the Agreement.
- m. The Licence Holder shall set a specific period of time from submission of the Player's withdrawal request, within which they undertake to issue a relevant payment order, in compliance with the Anti-Money Laundering Regulations and the provisions in force.
- n. The Licence Holder shall have the right to provide the Player with the option of early cash back of Bets, with regard to Betting purchases already made, specifying, at their own discretion, the value of the cash back offered to the Player on each occasion.
- o. Early cash back of a Betting Purchase is made only if the Player accepts the early redemption through the Player Online Account. This acceptance cannot be revoked and constitutes a full and unconditional waiver of the Player from the original returns on the Bet which was prematurely redeemed, regardless of the subsequent outcome of the Betting Event.
- p. The Licence Holder shall inform the Player of the method of calculating a currency conversion as well as any conversion fees, provided that the Player participates in Other Online Peer-to-peer Games and in a currency other than the Euro.
- q. Under the terms of the Agreement, the Licence Holder shall inform the interested party that in the event the Licence Holder finds that the Player has attempted or is attempting to transact or have made transactions through payment accounts to which the Player is not a beneficiary, they will cancel the transaction, prohibit the Player's transactions and Participations by using these accounts, and the capital sum shall be refunded to the payment account holder and no winnings shall be paid.

6.5.9 Taxation of Players' winnings

Under the terms of the Agreement, the Licence Holder shall inform the interested party that any winnings arising from the Player's Participation in the Games shall be taxed, as the case may be, pursuant to Law 2691/2001 (Government Gazette 266/A) "Ratification of Tax Code provisions pertaining to Inheritances, Donations, Parental Donations, Dowries and Gambling Winnings", as in force. The Licence Holder wishes to inform the interested party that they are obliged to withhold the tax proportional to the winnings and pay it to the Greek State.

6.5.10 Player Winnings Certificate

Under the terms of the Agreement, the Licence Holder shall inform the interested party that:

- a. The Player has the right to receive, upon request, a certificate of total winnings paid out in the year prior to the date of the application, under the terms and procedure set out in the Anti Money Laundering Regulations and the Licence Holder's corporate policy.
- b. The certificate shall be issued only after the full details of the Player have been certified and authenticated in accordance with the Anti-Money Laundering Regulations and the applicable provisions.
- c. The Licence Holder has the right to refuse to issue of a Winnings Certificate, in accordance with Law 4557/2018 (Government Gazette 139/A) and the Anti-Money Laundering Regulations.

It is recommended that the Licence Holder should make available on the Website a template of the application for a Winnings Certificate and details of the information and supporting documents that the Player must submit for the issuance of the certificate and include relevant hyperlinks in this section.

The above shall similarly apply to the issuance of a Winnings Certificate in the event of the creation of an Online Roaming Account in accordance with the Anti-Money Laundering Regulations.

6.5.11 Cancellation of Events, Participations and Transactions

The Licence Holder shall inform the interested party through the terms of this Agreement that a cancellation policy with regard to Events and/or Participations and/or Transactions shall be applied and, in this context, either as a precaution or based on ex-post data:

- a. They review and evaluate any data or information that comes to their attention and may affect the integrity of the organization and conduct of an event.
- b. They are obliged to cancel the offer of events and/or suspend the settlement of Participations and/or Transactions related to the cancelled event offer:
 - aa. When there is sufficient evidence to challenge the integrity of a bet and/or when there is sufficient evidence that, when the bet was placed on the event, Suspicious or Unusual Transactions have been or are being carried out or attempted to be carried out in accordance with the Anti-Money Laundering Regulations or the applicable provisions and/or when there is sufficient evidence to determine collusion among Players or sufficient evidence from which it appears that the integrity of the Games is compromised.
 - bb. When there is sufficient evidence that the organisation and/or running of the offered events took place in violation of the applicable provisions or the rules of conduct of the Game provided for in the Game Guide.
 - cc. By order of the legally competent authorities.
- c. They may cancel the offer of events and/or suspend the settlement of Participations and Transactions related to the cancelled offer, if it is proved that a human or technical error has occurred in the offer of the event or in the acceptance of Participations and transactions related to it (e.g. errors in the details of potential returns, errors in the time

Participations were accepted, errors in the debiting or crediting of Online Accounts, etc.).

- d. They shall apply the cancellation policy and treat the same or similar cases in the same manner, taking the same or equivalent measures in relation to all Players that appear to fall within the scope of this policy.
- e. They shall take all due care and measures to ensure that the cancellation policy for bets offered and/or suspension of settlement of Participations and Transactions related to the cancelled offer shall be implemented in a timely manner and in any case within a reasonable period of time after occurrence and awareness of the circumstances prompting the relevant decisions.
- f. They have the right to include special cases giving rise to cancellation of Participations due to violation of the rules of a Game or Group of Games in the Game Guide, as well as to apply rules and procedures for redistribution of payouts and winnings, when a cancellation affects the payouts of other Players who are not responsible for the acts prompting the relevant decisions.

6.6 Personal Data Protection

The Licence Holder shall inform all interested parties that a Personal Data Protection Policy is applied in accordance with the General Data Protection Regulation [Regulation (EU) 2016/679] and Law 4624/2019 (Government Gazette 137/A) which is posted on the Website.

The processing of personal data is carried out on the basis of the Personal Data Protection Policy and includes, inter alia, the purposes of the processing, the categories of data to be processed, the information that the Licence Holder is obliged, where applicable, to provide to the data subject, the identity and details of the controller or the representative of that person, the time of data storage, the rights of the subjects, the technical and organizational security measures and any other necessary arrangements, information and procedures, which the interested party is required to be aware of. The contact details of the data protection officer and the competent personal data supervisory authority are posted on the Website.

By virtue of this Agreement, the Licence Holder wishes to inform the interested party that:

- a. In the context of the organisation and running of the Games, the legal basis for the processing of personal data is the conclusion and execution of this Agreement. The Agreement shall include specific reference to automated processing of data relating to the interested party, including profiling.
- b. By accepting the Personal Data Protection Policy, the data subject is informed and accepts processing in accordance with the conditions laid down therein.
- c. The Licence Holder shall comply with the General Data Protection Regulation [Regulation (EU) 2016/679] and Law 4624/2019 (Government Gazette 137/A), take appropriate preventive technical and organisational measures to prevent unlawful

processing of data and identification of Players by technical or other means that can reasonably be used by third parties and ensure that the Licence Holder, any data processors, as well as those who work for the Licence Holder under employment contract, work contract or agency contract, do not disclose the identity of persons they know to be participating in the Games or who have made any profit or have lost any sum of money as a result of their participation and do not disclose, for any reason, their personal details and data, without the prior written consent of the data subject, unless such consent is not required when the data is made available within the framework of obligations that the Licence Holder, and any person maintaining a relationship with the latter under employment contract, work contract or agency contract, are subject to by law.

- d. When consent of the data subject is required, the data subject has the right to withdraw it at any time; however, withdrawal of consent does not affect the lawfulness of the processing based on consent prior to withdrawal.
- e. The data subject shall be informed of any modification or extension of the purposes of the processing and the categories of data to be processed, in order to renew consent, otherwise the Agreement shall be automatically terminated.
- f. The data subject is obliged to immediately inform the Licence Holder, in case the data entered during registration on the Website, has changed, either by updating the details of the Online Account, or by contacting the Licence Holder, in compliance with the provisions of the Anti-Money Laundering Regulations.
- g. The HGC, as well as any other competent public body or authority, have access and are allowed to process the data, when such processing is necessary for the performance of a task carried out in the public interest or in the exercise of powers assigned to them as a public authority.
- h. The interested party acknowledges and agrees that it has received all information about the Licence Holder's Personal Data Protection Policy, otherwise the Agreement may not be concluded.

6.7 Limitation of Liability

In this section, the Licence Holder wishes to clarify those cases for which liability is limited or to declare that the Licence Holder shall not be liable to the Player for problems, malfunctions, technical failures, failures of the equipment or software of the Player, interference or attempts to interfere with the network and its systems and components used in conduct of its activity, which are not the result of gross negligence or intent to defraud on the part of the Licence Holder, the Holder's employees or affiliates, or for loss of profits caused by interruption and/or cancellation of Events, or for errors in data entry, storage and/or processing of the data entered, or for incomplete and inaccurately transmitted data, that is not due to gross negligence or intent to defraud on the part of the Licence Holder, the Holder's employees or affiliates, etc.

6.8 Customer service

Under the terms of the Agreement, the Licence Holder wishes to inform the interested party that they have established and operate a special customer service unit to inform about the business hours and days as well as the way of reaching the service. The Licence Holder is advised to maintain a dedicated FAQs section on the Website on an ongoing basis where the interested party can seek answers to frequently asked questions about the conditions governing the organisation, conduct and participation in the Games.

Under the terms of the Agreement, the Licence Holder wishes to inform the interested party that the Licence Holder has the obligation to serve the Players and answer their requests, queries and questions in a timely and reliable manner. The Player shall be expressly informed by the Licence Holder under any circumstances where conversations with the customer service unit are recorded as well as in any case where communication is followed by the Player's evaluation of the service provided, in an automated or non-automated manner.

In case the Licence Holder imposes charges for the communication of the customer with the customer service, the Licence Holder shall mention this fact in the Agreement as well as the way of calculating the charges (either by giving relevant details or by hyperlink to the Website) and shall necessarily offer to the Player an alternative and fully functional, reliable and timely manner of communication, free of charge.

The Licence Holder shall use applications and tools to monitor the progress of each case and it is recommended that the Licence Holder should inform Players about their case either by automated means or not. The Licence Holder is encouraged to operate a 24/7 customer service unit and make available to the Player applications for the real-time communication with the customer service through the Website (e.g. chat-type communication applications).

6.9 Communication – Notification of Players

In this section the Licence Holder wishes to inform the interested party that:

- a. The Licence Holder communicates with the Player and generally keeps the latter informed through posts and messages in the Player Online Account or through notifications sent to the email address stated by the Player upon creation of the Online Account and, if this has changed, to the latest email address stated by the Player.
- b. The update/notification is deemed to have been received by the Player on the date of transmission.
- c. The Player is not allowed to use more than one email address at a time either for Participation purposes or for information/notification purposes.
- d. In order for the Licence Holder to lawfully send commercial communication material to the Player, the latter must first consent electronically to the sending of such material through a procedure separate to that provided for acceptance of this Agreement. The Licence Holder shall set a relevant contractual term pertaining to the Player's consent

to the receipt of commercial communication material for the Affiliates with whom the Holder cooperate.

- e. The Licence Holder is obliged to give the Player the opportunity to stop receiving commercial communication material at any time, by withdrawing the Player's consent. This opportunity to stop receiving commercial communication material is provided for in the terms of the Agreement and is announced by the Licence Holder and the Affiliates with whom the Holder cooperates.
- f. For the purposes of the Agreement, the above communication of the Licence Holder to the Player is deemed to constitute written communication.
- g. Details on the legal and regulatory framework governing the conduct of the Games is posted on the Licence Holder's and HGC's Website.

6.10 Complaints

Under the terms of the Agreement, the Licence Holder wishes to inform the interested party that:

- a. The Player has the right to submit to the Licence Holder any complaints, grievances, or disputes regarding issues or events related to the Games run by the Licence Holder and/or related transactions and to this end, there is an appropriate form on the Website, which the Player may fill in and submit to the email address that has been created specifically for this purpose (quotes the email address), no later than forty-eight (48) hours from the day following the date of the event.
- b. The complaint shall include the necessary identification and contact details of the Player, and in particular:
 - aa. Full name and father's name;
 - bb. Date of birth;
 - cc. Currently valid Identity Card or Passport Number;
 - dd. Full address of permanent residence; and
 - ee. Address and preferred means of response

and should be accompanied by a copy of the Player's Identity Card or Passport or equivalent document from which the Player's identity can be ascertained.

- c. The complaint should adequately describe the events as well as the time and reasons invoked by the Player and should also include any information at their disposal which in the Player's opinion substantiates their allegations.
- d. The Licence Holder shall review the facts referred to in the complaint and shall in any case inform the complainant about the outcome of the complaint within ten (10) days from its submission.
- e. If the Licence Holder's response does not satisfy the Player, the Player may, within ten (10) days from the day following the notification of the response, request a review of the complaint by the HGC.

- f. The application for review by the HGC shall be notified by the Player to the Licence Holder who shall duly forward, without delay, a response and any information related to the complaint to the HGC.
- g. The Licence Holder reserves the right not to respond to complaints that have become abusive due to inordinate repetition.
- h. The Licence Holder shall not disclose to the Player any data and information for which they have an obligation of confidentiality and/or non-disclosure in accordance with the applicable provisions.

6.11 Intellectual Property

In this section, the Licence Holder wishes to clarify at least:

- a. The information which constitute intellectual property such as trademarks, service marks, trade names, logos, representations, etc. are protected by applicable law and the Player does not acquire any intellectual property rights in it through the use of the Website and the provision of the services offered through it.
- b. By accepting the Agreement, the Player declares that they are aware that the above information is the property of the Licence Holder or the Holder's affiliates or third parties from whom the Licence Holder has obtained a relevant licence.
- c. Any commercial use or exploitation, reproduction, conversion, storage, copying, republishing, uploading, posting, transmission or distribution by any means or manner, as well as display and use on any other website or application, public or private system or electronic retrieval service including text, graphics, videos, messages, codes and/or software, of any elements that constitute intellectual property is strictly prohibited without the prior express and written consent of the Licence Holder.

6.12 Dispute Resolution

In this section the Licence Holder wishes to inform the interested party that:

- a. Any disputes arising from or related to the Agreement shall be subject to the exclusive jurisdiction of the courts of Athens.
- b. In the event of a dispute, controversy or doubt arising from or related to the Agreement, the Licence Holder and the Player shall seek to achieve a friendly settlement of the dispute, in accordance with the current provisions, after having notified the HGC of the details and facts concerning the dispute, and indicating their intention to achieve a friendly settlement.
- c. In the event of failure to reach a friendly settlement of the dispute, the contracting parties may apply to one of the Alternative Dispute Resolution Bodies (ADRs) listed in the relevant Registry kept under the provisions of Joint Ministerial Decision No. 70330 οικ. /2015 (Government Gazette 1421/B), as in force, having notified the HGC of the details and facts concerning the dispute, and indicating their intention to reach a settlement.

- d. The HGC may prohibit the parties from reaching a friendly settlement of the dispute or from seeking recourse to the Alternative Dispute Resolution Bodies (ADRs), if the evidence of the case shows that the outcome sought by settlement/resolution, is contrary to or in breach of the applicable provisions and the terms of the Agreement.
- e. The settlement/dispute resolution reached does not affect the right of the parties to appeal to the competent courts in order to protect their rights, unless they have waived such right.
- f. The settlement reached between the parties does not negate the right of the HGC to carry out the audits required by law and to impose the administrative sanctions provided for in the applicable provisions.

6.13 Evidentiary effect

In this section, the Licence Holder shall inform the interested party that

- a. The contracting parties agree and accept that the orders, data and transactions transmitted electronically via the internet are automatically recorded in a file and may serve as absolute proof as to the time of registration and their content. Moreover, it is agreed that the storage of details of the Player's Participation in the Licence Holder's Central Information System constitutes full evidence for all data and information pertaining to the Gaming Activity.
- b. The data registered in the Licence Holder's Central Information System, as well as the books and records, issued and kept for accounting or supervisory purposes in printed or electronic form, including copies and extracts thereof, have full probative value as to the records contained therein.
- c. In the event of an incorrect money transfer order to or from the Player's Online Account, the Player expressly waives the right to request the cancellation of the order and the legal act drawn up in accordance with it.

6.14 Assignment

In this section the Licence Holder wishes to inform the interested party that the Player is expressly prohibited from assigning or transferring any right and/or obligations arising from the Agreement to any third party, natural or legal person.

6.15 Term - Termination of the Agreement

In this section the Licence Holder wishes to inform the interested party that:

- a. The Agreement lasts for as long as the Licence Holder legally provides their services under the Licence and the Player continue to make lawful use of these services, in accordance with the terms of the Agreement and the applicable provisions.
- b. The Agreement may be terminated without notice by the contracting parties at any time.

- c. Termination of the Agreement takes place either by the Player's submission of an application to close the Online Account, a template of which is posted on the Licence Holder's Website (a hyperlink to the relevant content section is provided) which the Player may complete and submit electronically (the relevant e-mail address is listed), or by closure of the Player Online Account by the Licence Holder in accordance with the terms of the Agreement and the applicable provisions.
- d. The other contracting party must be duly notified and this entails, as the date of notification, the termination of the Agreement and the closure and settlement of the Player Online Account in accordance with the legal provisions.

The Licence Holder shall indicate the terms of the Agreement that remain in force even after its termination or dissolution in any way.

6.16 Other Terms

In this section the Licence Holder wishes to include terms that have not been included in previous sections or are of general application and to inform the interested party at least for the following:

- a. The terms of the Agreement, as well as the corporate policies and texts to which they refer, constitute the Licence Holder's full agreement with the Player on the matters governed by the Agreement and the policies in question.
- b. With regard to any matter not regulated by the Agreement, the provisions in force shall apply and prevail over any term of the Agreement which is contrary to them.
- c. In the event that any term of the Agreement is deemed null or void, the validity of the remaining terms shall remain unaffected.
- d. The Licence Holder is entitled, after relevant approval of HGC, to adjust any term, which may be deemed null or void, so as to eliminate the reason for its invalidity while preserving, in so far as is possible, the content thereof.
- e. The Agreement is governed by Greek law. Any dispute or tort arising under the Agreement or on its occasion, including any court hearing during enforcement or any interim measures, shall be subject to the exclusive jurisdiction of the Courts of Athens.

2. This Directive shall be posted on the HGC's website.

Head of the Regulation Department

Aikaterini Antypa

Date: 18/5/2021

Head of the Directorate

Dimitrios Papadopoulos