

## **AGREEMENT OF ACCESSION ON GAMES OF CHANCE THROUGH THE INTERNET**

The present Agreement of Accession (hereinafter the “Agreement” or the “Accession Agreement”) is concluded between société anonyme under name “Organization of Football Prognostics S.A.” (hereinafter “OPAP S.A.” or the “License Holder”) and the Player and it regulates the terms and conditions for the Player’s participation in the Games of Online Betting and in Other Online Games Conducted and Organized by OPAP S.A. through the Internet.

The present Accession Agreement includes, in summary, the following chapters:

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### **Article 1. DEFINITIONS**

For the purposes of the present Agreement, the following words or phrases shall have the meaning below:

**License for the Conduct of Games of Chance through the Internet or License** shall mean the administrative license issued by the HGC for the Organization/ Conduct of Games. Two types of licenses are exclusively set forth: a) Type 1 License for the Conduct of Online Betting and b) Type 2 License for the Conduct of Other Online Games.

**Excluded Player** shall mean the Player who cannot participate in Games of Chance, on his/her own initiative or following action of his/her judicial supporter towards the persons organizing and/or conducting such Games, or following a court judgment or justified decision of a License Holder.

**AML Authority** shall mean the Anti-Money Laundering Authority of article 47 of L. 4557/2018 (A 139).

**Unusual transaction or activity** shall mean the transaction or activity which is inconsistent with the transactional, business or professional behavior or the financial status of the person conducting the transaction or the Beneficial Owner, or which has no apparent economic, professional or personal purpose or motive.

**Online Betting or Betting**, in accordance with case (c) of article 25 of L. 4002/2011 (A' 180), shall mean the Game of Chance conducted online, comprising of Players forecasting the development and/or the final result of all types of events, including virtual events, the outcome of which is generated with the use of a Random Number Generator (RNG).

**Conduct** shall mean the conduct of game of case (s) of article 25 of the Law 4002/2011. Any reference made in the provisions of the present Agreement to the notion of Conduct shall also refer to the notion of Organization and vice versa.

**Organization** shall mean the organization of game of case (r) of article 25 of Law 4002/2011. Any reference made in the provisions of the present Agreement to the notion of Organization shall also refer to the notion of Conduct and vice versa.

**HGC or Authority** shall mean the Hellenic Gaming Commission ([www.gamingcommission.gov.gr](http://www.gamingcommission.gov.gr)).

**Online Account or Online Player Account** shall mean the account of case (o) of article 25 of L. 4002/2011.

**Website** shall mean the online site through which OPAP S.A. conducts Games of Chance, which belongs to OPAP S.A. and has a domain name ending obligatorily in .gr.

**Online Games Regulation or Regulation** shall mean the Games Regulation on the Organization and Conduct of Games of Chance through the Internet. The Online Games Regulation is posted on the Website of OPAP S.A.

**AML Regulation** shall mean the Regulation on the implementation of measures by the Liable Persons against money laundering and the financing of terrorism in the market of games of chance services. The AML Regulation is posted on the Websites of OPAP S.A.

**Regulation of Persons Suitability** shall mean the Games Regulation on the Suitability of Persons. The Regulation of Persons Suitability is posted on the Websites of OPAP S.A.

**Manufacturer** shall mean the person who manufactures [indicatively: studies, designs, assembles, produces, programs technical means and materials of conduct (TMMCs)] and makes any Technical Means and Material available to the License Holder, in any manner, and who has been registered to the relevant registry held by the HGC.

**License Holder or Holder** shall mean OPAP S.A., which provides services of Organization and Conduct of Games of Chance, to which a License to Conduct Games of Chance through the Internet has been granted, in accordance with the provisions of L. 4002/2011 and of the Online Games Regulation. OPAP S.A. has received both types of Licenses.

**Central Information System** shall mean the entirety of the necessary hardware and software for the organization, operation, conduct, monitoring, recording, control and management, at a central level, of the Games of Chance by OPAP S.A.

**Game Cycle** shall mean a full sequence of events of a Game, the outcome of which is generated with the use of a Random Number Generator, beginning with the Entry and lasting until the transfer or loss of the credits of such sequence.

**Jackpot Function** shall mean any steady or progressively increasing value or combination of the above, attributed to the Players, which is regulated by the Manufacturer of Games or the License Holder, at the level of Game or at the level of interconnection of Games or at the level of a system or in any other combination of the above.

**Other Online Games**, in accordance with case (v) of article 25 of L. 4002/2011, shall mean the casino games of chance, poker and its variations, provided online and conducted either live or through the use of a Random Number Generator.

**Payment Means** shall mean any Money Transfer, debit card, credit card, pre-paid card, electronic wallet (e-wallet), personalized device, cash and any other means used by the Player for the deposit and withdrawal of amounts during the conduct of Games, in accordance with the applicable provisions.

**Money Transfer** shall mean any transaction conducted through electronic means by the Payment Services Provider on behalf of a payer. The purpose is money allocation to a beneficiary via a Payment Services Provider, regardless of whether the Payment Services Provider of the payer and the one of the beneficiary is the same person, including: a) credit transfers, b) direct debits, c) remittances services, in accordance with the provisions of L. 4537/2018 (A' 84), and d) transfers conducted with the use of a payment card for any type of electronic money or any other personalized device with relevant features and functionality, in accordance with the applicable provisions.

**Non-cooperating states** shall mean the countries and jurisdictions of par. 3 of article 65 of L. 4172/2013 (A' 167) as well as the countries of par. 3 of Annex II of L. 4557/2018.

**Game Guide or Guide** shall mean the informational material posted on the Website by the OPAP S.A. in Greek, which includes, per Game or group of Games, all necessary information for the Participation of the Players, the terms and rules of Conduct of Games, and the payout/ winnings distribution table, if any.

**HGC Instructions** shall mean the HGC circular instructions regarding the implementation of the provisions of the Regulation. The Instructions shall have a binding effect within the framework of the Authority's relations with the citizens.

**OPAP S.A.** shall mean Société Anonyme under name "Organization of Football Prognostics S.A." and the distinctive title "OPAP S.A.", having its seat in Greece, Athens, at 112 Athinon Ave., P.C. 10442, with TIN 090027346, Athens Taxation of Commercial S.A. Companies Office, and with GEMI no. 003823201000.

**Games or Games of Chance** shall mean the Online Betting of case (c) of article 25 of L. 4002/2011, the Other Online Games of case (v) of article 25 of L. 4002/2011, which OPAP S.A. may lawfully organize and conduct in Greek territory, via the Websites.

**Player** shall mean the natural person who lawfully participates in the Games of Chance organized and conducted by OPAP S.A. and who constitutes one of the two contracting parties of the Agreement.

**Gaming Activity** shall mean all transactions and other data kept in OPAP S.A.'s information systems regarding the Participation of a Player, which are associated with the Online Player Account kept by OPAP S.A.

**Gaming Session** shall mean the time period as of the moment when a Player logs into his/her Online Account until the time he/she logs out. The duration of a Gaming Session may not exceed twenty-four (24) hours.

**Payment Services Provider** shall mean a credit or payment or e-money institution, lawfully established and operating in Greece or in another EU or EEA Member State, per the applicable provisions, including its certified representatives or branches.

**Policy of Personal Data Protection of Online Games' Players or Personal Data Protection Policy** shall mean the corporate policy of OPAP S.A. regarding the personal data and the information it collects and processes in the framework of conduct of games of chance through the Internet, especially regarding the manner the data and information are collected, the purpose and the legal basis of their processing, the manner of use, communication, storage and protection of data and information, the rights of the data subjects and the technical and organizational security measures. The Personal Data Protection Policy is available here <https://club.pamestoixima.gr/el/proswpika-dedomena>.

**Beneficial Owner** shall mean the natural person on behalf of which the transaction or the activity is conducted, in accordance with the provisions of paragraph 17 of article 3 of L. 4557/2018.

**Affiliate** shall mean the person that cooperates with OPAP S.A. for the promotion of specific Games through the placement of links on its website, aiming at attracting more Players to the Website of the advertised License Holder, who fall under the provisions of article 35 of L. 4002/2011, have been granted a Suitability License to this end by the HGC, and which are registered in the respective Registry.

**Agreement or Accession Agreement** shall mean the present contract concluded between OPAP S.A. and the Player in order for him/her to lawfully participate in the Games of Chance Organized and Conducted by OPAP S.A. through the Internet, per the specific terms of L. 4002/2011, of the Online Games Regulation and the AML Regulation.

**Participation/ Entry** shall mean the entry of the Player's details/ choices for every Game of Chance and its validation after the payment of a fee.

**Responsible Gaming (Responsible Gambling)** shall mean all OPAP S.A.'s principles and obligations and all arrangements of the Online Games Regulation and of the HGC's Instructions aiming to ensure that any activity in the gaming sector is exercised in accordance with the applicable provisions, in a socially responsible way, in order for the negative impact on the Players due to their participation in Games of Chance to be minimized.

**Suspicious transaction or activity** shall mean the one on which there are sufficient indications or suspicions of actual or attempted commission of the offenses referred to in article 2 of L. 4557/2018 or of involvement of the Player or Beneficial Owner in criminal

activities, on the basis of the assessment of data of the Gaming Activity and of the Player, such as the nature of the Gaming Activity, the category of the Payment Means, the frequency, complexity and value of the transaction, the use or non-use of cash, the occupation, financial condition, transactional behavior, reputation, past record and other data that are important for the characterization of the transaction.

## **Article 2. GENERAL PRINCIPLES**

- 2.1 In accordance with article 18 of the Online Games Regulation, for the Player's Participation in the Games organized and conducted by OPAP S.A., the conclusion of an Accession Agreement is required, the draft of which shall have been approved in advance by the HGC.
- 2.2 The original drafting language of the Agreement is Greek. Given that for specific terms international terminology related to the Games in another language is used, such terminology may be stated as it is, under the condition that its translation into Greek has been previously made or that it is accompanied by it, when possible. In case of differentiation of the contractual texts between the Greek version and the version in another language, the Agreement in Greek shall prevail.
- 2.3 The Agreement and any amendment thereof shall be concluded by the acceptance of its terms by the Player. The acceptance shall be conducted in an electronic manner, either by the creation of the Online Player Account or, in case of an Agreement's amendment, upon the first logging of the Player into his/her Online Account, following the posting of the new Agreement on the Website.
- 2.4 The Agreement and any amendment thereof shall be approved by the HGC.
- 2.5 OPAP S.A. shall not post on the Website versions of the Agreement that have not been approved by the HGC.
- 2.6 The Terms of the Agreement and the legislative and regulatory framework regulating the Organization and Conduct of Games are posted on the Website and are available to any interested person.
- 2.7 When the Player selects "I accept" at the end of the registration procedure, he/she proceeds to the conclusion of the Agreement. By the Agreement's conclusion, the Player shall commit to have fully understood and unreservedly accepted to Participate in the Games under its terms, the relevant Games Guides, the Personal Data Protection Policy and the rest corporate policies of OPAP S.A., as well as to observe the applicable legislative and regulatory framework on the Conduct of Games of Chance and the relevant Instructions of the HGC.
- 2.8 If the Player does not accept the Agreement, OPAP S.A. shall not create an Online Player Account. In case the Player does not accept the amendment of the Agreement's terms per term 2.3 of the present, OPAP S.A. shall terminate the contractual relationship, the Accession Agreement shall be dissolved, OPAP S.A. shall close the Online Account and shall proceed to the clearance of any pending transactions thereof with the Player, in accordance with the provisions of the Online Games Regulation, the AML Regulation and the applicable provisions.
- 2.9 OPAP S.A. shall bring to the attention of the Player the full text of the Agreement and any amendment thereof. In case of amendment, OPAP S.A. shall notify the Player upon his/her first logging into the Online Account, by specifically referring to the amendments having occurred, that in order for the Player to continue to Participate in the Games Conducted by OPAP S.A., he/she is required to be informed on the content of the new Agreement and to conclude it again by accepting its terms, and that the non-acceptance of the Agreement's terms shall entail the dissolution of the Agreement and its relevant terms on the dissolution shall be applied regarding the closure of the Online Player Account and the clearance of transactions, by observing the provisions of the Games Regulation, the AML Regulation and the applicable provisions.

### **Article 3. PURPOSE AND SCOPE OF THE ACCESSION AGREEMENT**

3.1 The purpose of the Agreement is the regulation of the Player's Participation in the Games Organized and Conducted by OPAP S.A. through the Internet, in accordance with the applicable legislative and regulatory framework on the Organization and Conduct of Games.

3.2 OPAP S.A. shall provide the Games based on Licenses that have been granted by the HGC, in accordance with L. 4002/2011 and the Online Games Regulation. In particular, by:

- Type 1 License of the HGC with prot. no. HGC- 007-LH, with date of entry into force being the 25.05.2021 and expiry date the 25.05.2028.

- Type 2 License of the HGC with prot. no. HGC- 008-LH, with date of entry into force being the 25.05.2021 and expiry date the 25.05.2028.

3.3 OPAP S.A. provides the Games via the following Websites:

- [www.pamestoixima.gr](http://www.pamestoixima.gr)
- [casino.pamestoixima.gr](http://casino.pamestoixima.gr)

3.4 The present Accession Agreement has been approved by the HGC by decision with prot. no. 21802/27.10.2022.

### **Article 4. CONDUCTED GAMES**

4.1 In the framework of the present Agreement, the Player may participate in one or more of the following Games:

- Online Betting
- Other Online Games

4.2 For the provision of the Games, OPAP S.A. cooperates with the Manufacturers having received a Suitability License by the HGC and having been registered in the Registry kept by the HGC, which is available in the following link:

<https://certifications.gamingcommission.gov.gr/publicRecordsOnline/SitePages/KataskevastesOnline.aspx>

4.3 The special rules of conduct of every individual Game or category/group of Games are included in the Guide of every individual Game. Details such as the environment of Organization and Conduct of the betting events, the rules of sports, the rules of every Game, the prize tiers, the winning possibilities, the way of generation of the winning result, the minimum and maximum Entry amount, the payout multipliers, the manner of determination and development of betting odds, the fee (rake) that is maybe withheld by OPAP S.A. for the Participation, the calculation manner of the tax on the winnings for an individual game or Group of Games, the jackpot terms of operation, the display manner, etc. constitute information described, among others, in the Guide of each Game.

4.4 The Player's Participation in a Game entails his/her unreserved acceptance of the respective applicable Game Guide. The Guide of each Game is posted on the following Websites:

- [www.pamestoixima.gr](http://www.pamestoixima.gr)
- [casino.pamestoixima.gr](http://casino.pamestoixima.gr)

### **Article 5. CREATION OF ONLINE PLAYER ACCOUNT**

5.1 OPAP S.A. holds, for every Player, a unique Online Account and the Player participates in OPAP S.A.'s Games exclusively through this particular Online Account. The creation of multiple

Online Accounts by the same Player and the management of his/her Online Account by third persons are prohibited.

- 5.2 Prior to the creation of an Online Account, the Player shall fill in the relevant registration application that is available on the Websites.
- 5.3 The Player, upon the registration process and the filling-in of the details, shall declare that the information provided is true and accurate. The Player is obliged to immediately inform OPAP S.A. in the event of any change of the information he/she provided upon his/her registration and/or upon the latest update that he/she conducted, concerning the existence of the said changes. Moreover, the Player is obliged to immediately respond to every request of OPAP S.A., at any time it may be notified thereof, regarding the submission of additional details and information that, per OPAP S.A.'s opinion, allow and facilitate the observance of its obligations, as such derive from the eventually applicable legal and regulatory framework, in accordance with the provisions of the AML Regulation.
- 5.4 Upon the creation of an Online Account and for this purpose, the Player, via the Website through which his/her registration is conducted, shall be notified on the required documents he/she shall submit to OPAP S.A., within thirty (30) days as of the filling-in of the registration application, in accordance with the provisions of the AML Regulation.
- 5.5 OPAP S.A. shall obligatorily refer to the record of excluded persons held by itself and the HGC to ascertain that the Player applying for the creation of an Online Account is not registered therein. In case the Player is registered in the record of excluded persons, the request for the creation of an Online Account shall be rejected and the Accession Agreement shall not be concluded.
- 5.6 For the creation of an Online Player Account, the Player shall declare and warrant that:
  - 5.6.1 He/she has full legal capacity and there is no other impediment to his/her participation in the Games.
  - 5.6.2 He/she is above 21 years of age.
  - 5.6.3 His/her Participation in the Games constitutes a free and independent personal choice of his/hers and is conducted without incitement or motivation.
  - 5.6.4 He/she uses the Online Player Account solely and exclusively for himself/herself and not on behalf of a third party.
  - 5.6.5 He/she will notify OPAP S.A., without any liable delay, in case of change of any personal detail he/she has provided at the time of his/her registration and of the creation of the Online Account and/or later.
  - 5.6.6 He/she has the required software and hardware to use the services and to receive updates and notifications from OPAP S.A.
- 5.7 The Player shall be aware of, fully understand and accept that he/she is prohibited from and will not be allowed:
  - 5.7.1 To create and/or use more than one Online Accounts.
  - 5.7.2 To use financial transactions means of third parties, such as indicatively: bank account and/or debit and/or prepaid card etc.
  - 5.7.3 To proceed to the contesting of any deposit that he/she has already used for his/her Participation in the Games and in case chargeback is imposed to the detriment of OPAP S.A., he/she has to return the money and compensate OPAP S.A. for the non-paid deposits, including the expenses OPAP S.A. paid for the collection of his/her deposit.
  - 5.7.4 To use the services provided by OPAP S.A. out of the Greek territory.
  - 5.7.5 To attempt to Participate while being in a state of temporary abstention or exclusion.
  - 5.7.6 To attempt to Participate or to Participate in collusions ("fixed games") or to proceed to unfair practices.
  - 5.7.7 To deposit into the Online Account amounts that derive from criminal or other illegal activities.
- 5.8 The Player shall be aware of, fully understand and accept that:
  - 5.8.1 In order to log into his/her Online Account and to operate it, he/she is required to use a unique username combined with a secret password. The combination of such details shall be unique for each Player, shall be used for the Player's identification, shall

constitute evidence of the use of the services provided by OPAP S.A. and confirmation of acceptance of the Agreement's terms. Moreover, the Player shall have the possibility to select to use any available technological option provided by OPAP S.A., so that his/her biometric data (fingerprint, face/iris recognition, etc.) operate similarly as a unique electronic signature of his/hers in replacement of the combined use of the username and the password, which he/she shall have created and the use of which shall be necessary upon the first logging-in of the Player. At the same time, without prejudice to any additional measures on the identification-security of the Player upon the conduct of money online transactions imposed by the involved Payment Services Providers or OPAP S.A.'s software, the recording of the above details indicates the will of the Player to conduct transactions in his/her name and confirms that his/her Participation in the Games constitutes a product of intent solely of the Player, without the incitement or motivation by a third person.

- 5.8.2 He/she shall keep secret the details he/she uses to log into his/her Online Account, proceed to a secret use and frequent change thereof, and notify OPAP S.A., without any liable delay, when he/she becomes aware of their loss, theft or illegal use. For transaction security reasons, it is recommended that the Player, when selecting his/her Password, make use both of Latin alphabet characters, with the parallel use of small and capital letters, and of numbers and punctuation marks.
- 5.8.3 He/she is obliged to amend the credentials for logging into his/her Online Account any time this is required by OPAP S.A., based on its corporate security policy.
- 5.8.4 The verification process of his/her identity shall be repeated by OPAP S.A. whenever there are doubts regarding the validity, accuracy and/or completeness of the details having been submitted.
- 5.8.5 OPAP S.A., in a consistent and systematic manner, shall implement due diligence measures in accordance with the provisions of L. 4557/2018, the AML Regulation and its corporate policy and it may take any appropriate measure, including the blocking of the Online Player Account, the refusal of provision of services or of payment or of granting of winnings certification or winnings certificate, in case the conditions of certification and verification of the Player's identity are not met, or if, based on the data, the risk analysis, the tools and the policy implemented, it ascertains or has strong indications or suspicions that suspicious transactions were conducted or are conducted or were attempted or are attempted, by observing the provisions of the AML Regulation.
- 5.8.6 OPAP S.A. shall be able to refuse the services provision or the payment or the granting of winnings certification or winnings certificate, provided that it is ascertained that the Player is the citizen of a country having been characterized by the EU as a high-risk state regarding money laundering and financing of terrorism, or belonging to the Non-Cooperating States, or if he/she is included in the respective lists of the Authority, the competent police, administrative and court authorities, where such lists exist and are accessible to the Liable Persons, as well as in the HGC records related to restrictive measures or following a prosecutor's order or mandate of the AML Authority.
- 5.8.7 OPAP S.A. shall use special tools and systems for the verification of the Players' details, including the recognition of technical means and devices used for the Participation, as well as any other appropriate means, among which the constitution and assessment of Gaming Activity patterns.
- 5.8.8 OPAP S.A. may implement systems and procedures of "strict identification of the Player's identity" (Two factor Authentication, Strong Customer Authentication- 2FA, SCA), of the effect and effectiveness set forth in the relevant provisions of Directive (EU) 2015/2366 and equivalent to the use of two or more details concerning knowledge (a detail that only the user may know), possession (a detail that only the user may possess) and a unique natural characteristic thereof (a detail that the user is), details that are independent from one another meaning that the breach of the one does not risk the credibility of the rest ones.



- 5.8.9 OPAP S.A. shall provide the Player, through his/her Online Account, with full access to information regarding the Account balance, the history of the Gaming Activity, including the Entries, winnings and losses, deposits and withdrawals, as well as the rest transactions having been conducted during the Participation.
- 5.8.10 Without prejudice to par. 5 of article 30 of L. 4002/2011 (A' 180), the records and data concerning the Player's details, his/her Gaming Activity and the transactions he/she conducts through his/her Online Account and, in general, any piece of information collected concerning the implementation of the regulatory framework on anti-money laundering and counter-terrorist financing shall be kept by the License Holder for five (5) years following the termination of the business relationship with the Player (e.g. Online Account closure) or the date of the occasional transaction to which he/she had proceeded (in case no business relationship had been concluded). These details, provided that it is allowed or imposed by another law provision or regulatory decision, may be retained for a longer time period, which shall not exceed ten (10) years. The HGC and any other authority acting within the framework of its competences shall have access to all the said details, by observing the provisions on the Protection of Personal Data and based on the relevant terms of the Agreement and the Personal Data Protection Policy of OPAP S.A.
- 5.8.11 Transactions exceeding the eventual monetary limits set forth by the AML Regulation shall be conducted only provided that it is confirmed, prior to the transaction, that the payments account declared by the Player belongs indeed to him/her.
- 5.8.12 OPAP S.A. shall take appropriate measures for the management and reduction of the operational and security risks related to the services it provides and, in this framework, it shall implement effective incidents' management procedures, among others, on the identification and classification of major incidents related to operation and security.
- 5.8.13 OPAP S.A. shall not be held liable for any damage that may be caused due to any act or omission of the Player, which may result in improper or incorrect use of his/her Online Account.
- 5.8.14 The data and information provided to the Players through the Online Account and the Websites, such as, indicatively, Entries, sporting events, match schedules, odds, results, account balance, gaming behavior data etc., shall be provided solely for the personal use of the Players, whereas the distribution or commercial exploitation of such information is strictly prohibited.
- 5.8.15 The information and data provided by OPAP S.A. shall not constitute advice or consultation for the encouragement or incitement of any person to Participate in the conducted Games.
- 5.8.16 The Player is prohibited from using the services for any other reason apart from the Participation.
- 5.8.17 In order for the Player's visit to the Websites to become user-friendly, OPAP S.A. monitors the number of visits using identifier files (cookies) that it receives from the Player's browser program or from its software (client software). In any case, the Player shall have the possibility to refuse the placement and/or continuous transmission of information contained in cookies, apart from the ones that, per the reasonable judgment of OPAP S.A., are required for the lawful, correct and smooth provision and use of its services. More information related to the use of cookies may be found in the "*Cookies Policy*" of OPAP S.A., which is posted on the Website.

## **Article 6. TEMPORARY ONLINE ACCOUNT**

- 6.1 Upon its creation, the Online Player Account shall be set to "Temporary" state until, the latest within thirty (30) days, the required details are submitted and verified, in accordance with the provisions of the AML Regulation, and through which it shall be verified that:

- 6.1.1 The details of the person for which the Online Account was created shall correspond to an existing person.
- 6.1.2 Such person, for which the Online Account has been created, shall be the same person as the one having requested its registration.
- 6.1.3 The person for which the Online Account was created shall, indeed, be the person the details of which have been submitted, based on request 6.1.1.
- 6.2 During the period the Online Account is on "Temporary" state:
  - 6.2.1 OPAP S.A. shall credit the Online Player Account with the winnings arising from his/her Participation in the Games.
  - 6.2.2 The Player shall not be able to deposit amounts exceeding, in total, eight hundred (800) EUR, either such amount is covered in one or in more acts.
  - 6.2.3 The Player shall be allowed to Participate in bets on events that are scheduled to take place until the end of the 30<sup>th</sup> day as of the day of creation of his/her Online Account, or in online games conducted within the same period. Bets on events that are postponed and transferred after the end of the 30<sup>th</sup> day as of the day of creation of the Online Account shall be settled with the offered odd being one (1.00).
  - 6.2.4 The Player shall not be able to proceed to withdrawals/disbursements of amounts (of deposits and/or winnings) that have been credited to the Online Player Account.
- 6.3 In case the deadline of par. 6.1 lapses and the Player's identity has not been verified, OPAP S.A.:
  - 6.3.1 Shall turn the Online Account into the "Blocked" state, as such state is described in article 8 of the present, and shall cease accepting transactions with the Player.
  - 6.3.2 Shall inform the Player on the turning of his/her Online Account in the "Blocked" state and shall set a deadline of thirty (30) days as of the "Blocking" date in order for the Player to proceed to the necessary actions and to submit the required details for the certification and verification of his/her identity. Provided that the Player submits the requested details, OPAP S.A. shall activate the Online Account and shall finalize its contractual relationship with the Player. If the above deadline lapses without action or the submitted details remain insufficient, OPAP S.A. shall close the Online Account and terminate the contractual relationship with the Player.
- 6.4 Provided that the Online Player Account closes in accordance with the above term, OPAP S.A. shall re-settle the Entries having attributed winnings to the Player throughout the entire period the Online Account was in the "Temporary" state, with the offered odd being one (1.00), shall pay to the Player, without prejudice to case (d) of provision 13.7 of the AML Regulation, the remaining amount credited to the Online Account, in accordance with the provisions of par. 2 of article 21 of the Online Games Regulation, and shall examine whether there is a reason to refer to the AML Authority. Entries not having attributed winnings shall not be returned.
- 6.5 Per case and provided that OPAP S.A. deems that there is a reason, in accordance with the provisions of the AML Regulation and per its reasonable opinion, given that it ascertains or has strong suspicions, based on the data, the risk analysis, the corporate policy and the tools it uses, that Suspicious or Unusual transactions were conducted or are conducted or were attempted or are attempted, it may refuse to return the remaining amount having been credited to the Temporary Online Account, by blocking the Online Account until the terms set out by OPAP S.A. (e.g. terms on the certification and verification of the Player's identity per the provisions of the AML Regulation) are fulfilled on behalf of the Player.

## **Article 7. INACTIVE ONLINE ACCOUNT**

- 7.1 OPAP S.A. shall turn the Online Player Account into "Inactive" state in case of constant absence of Participation for a period of twelve (12) months.

- 7.2 OPAP S.A., at least thirty (30) days prior to the turning of the Online Account into “Inactive” state, shall inform the Player that his/her Online Account is about to be set in such state.
- 7.3 As long as the Online Account is in the “Inactive” state:
- 7.3.1 The Player’s Participation in the Games is prohibited.
- 7.3.2 OPAP S.A. may impose maintenance fees to the Online Account provided that there is a credit balance therein. The amount of fees and the calculation methodology shall be set out by OPAP S.A. and be posted on the Websites.
- 7.3.3 The Player shall continue having access to the management of his/her Online Account and to the entirety of the data and information included in it or related to it, as well as to the services provided by OPAP S.A., apart from the Entries.
- 7.4 In case a period of twelve (12) months lapses as of the turning of the Online Account into the “Inactive” state, during which the Online Account has not been activated, or, even though it had been activated, there had been no Entries, OPAP S.A. shall close the Online Account and terminate the contractual relationship.
- 7.5 In case the Player submits at least one Entry during the time period until the lapse of twelve (12) months, the “Inactive” state of the Online Account shall be lifted.
- 7.6 After the turning of the Online Account into the “Inactive” state, the Player may:
- 7.6.1 Ask for the closure of the Online Account and the termination of the contractual relationship (namely the dissolution of the present Agreement), by removing any credit balance of his/her Online Account, after the deduction of any maintenance fees.
- 7.6.2 Ask for the re-activation of his/her Online Account and the restoration of the option to submit Entries. In such case, OPAP S.A., based on the data it retains, the risk analysis, the policy it implements and the tools it possesses, shall assess whether the requested restoration of the Online Account to its previous state presupposes the repetition of the verification process of the Player’s identity in accordance with the provisions of the AML Regulation.

## **Article 8. BLOCKING OF ONLINE ACCOUNT**

- 8.1 OPAP S.A. shall “Block” the Online Account:
- 8.1.1 In case of temporary abstention or temporary exclusion of the Player from the Games, in accordance with term 16 of the Agreement.
- 8.1.2 In the case of term 6.3.2 of the Agreement.
- 8.1.3 Following a prosecutor’s order.
- 8.1.4 Per the HGC’s opinion and following a relevant request thereof, provided that, based on the data the Authority holds, there is a need to “Block” the Account for purposes of securing the integrity of Games’ conduct, and of keeping the public order.
- 8.1.5 Following a request of any, apart from the aforementioned ones, competent Authority, per the law (e.g. AML Authority).
- 8.1.6 Following its justified opinion, if, based on the data, the risk analysis, the tools and the corporate policy it implements, it ascertains or has strong indications or suspicions that Suspicious transactions were conducted or are conducted or were attempted or are attempted, and given that it has proceeded to the necessary actions in accordance with L. 4557/2018 (A’ 139) and the AML Regulation.
- 8.1.7 If it occurs or it is reasonably speculated, with sufficient and objective evidence, that the Player:
- 8.1.7.1 Encourages, supports or participates in actions of deceit, including the fixing of Games’ results or other illegal acts.
- 8.1.7.2 Bets on sporting or other events, in which he himself/she herself participated as an athlete, referee or in any other capacity or was in a position that could affect their outcome in any manner.
- 8.1.7.3 Bets to the detriment of himself/herself.

- 8.1.7.4 Makes use of information he/she receives regarding the fixing of odds or of results of Games.
- 8.1.7.5 Coordinates Games and proceeds to respective actions in agreement or concerted action along with other Players.
- 8.1.7.6 Attempts to technically intervene (“hack”) in his/her Online Account or in the Online Account of a third Player or proceeds to an abusive use thereof.
- 8.1.7.7 Systematically selects bets on already occurred final results, on which the betting is usually still open/possible but not exclusively due to the existence of a technical problem in OPAP S.A.’s electronic system of results’ notification.
- 8.1.7.8 Makes use of automated systems (“robots”) or similar technologies in order to affect the outcome of a Game.
- 8.1.7.9 Makes use of the Online Account, contact details and/or the username and the password of third Players.
- 8.1.7.10 Makes use, in a fraudulent way, of the benefits and bonuses, aiming at guaranteed winnings.
- 8.1.7.11 Makes use of potential technical problems of the systems that may occur, of false odds and false results.
- 8.1.7.12 Contests transactions (deposits) having been conducted in his/her knowledge aiming at the return of amounts, provided that their entry had no positive outcome.
- 8.2 OPAP S.A. shall not impose fees on “Blocked” Online Accounts.
- 8.3 The “Blocking” of the Online Account shall be lifted when the reasons of its imposition cease to exist.
- 8.4 In case the “Blocking” is not lifted within twenty-four (24) months as of the date it has been implemented, OPAP S.A. shall close the Online Account and shall terminate the contractual relationship, unless the Online Account has to continue being in the blocked state. Such reasons, in particular, are the existence of pending legal proceedings of OPAP S.A. with the Player concerning his/her Online Account, the fact that the blocking has been imposed following the request of a competent Authority, per the law, and there is no more recent request on its lifting or similar instructions per case, the fact that there are inheritance issues of the Player, following his/her death, that are notified to OPAP S.A.
- 8.5 For the time period the Online Account is “Blocked”, OPAP S.A. shall not allow the Participation as well as any act of Money Transfer to or from the Online Player Account.
- 8.6 In case, upon the imposition of “Blocking”, there are Entries not having been settled yet, OPAP S.A. shall proceed to the settlement of the Entries, with the offered odd being one (1.00), by observing the applicable provisions and the AML Regulation.
- 8.7 In case the Online Account is “Blocked”, OPAP S.A. shall not notify the Player of data and information on which it has an obligation of confidentiality and secrecy per the applicable provisions of the Online Games Regulation, of L. 4557/2018 (A’ 139) and the AML Regulation.

## **Article 9. CLOSURE OF ONLINE ACCOUNT**

- 9.1 OPAP S.A. shall “Close” an Online Player Account:
  - 9.1.1 Directly after the submission of the Player’s request for the closure of his/her Online Account.
  - 9.1.2 After the lapse of thirty (30) days as of the expiry of the deadline for the completion of the Player’s identity certification and verification process, provided that the details submitted by the Player have not been confirmed, in accordance with the provisions of the AML Regulation.
  - 9.1.3 Directly after the submission of the Player’s request for his/her indefinite-time exclusion from the Games.

- 9.1.4 Provided that it has ascertained, or it has reasonable, justified and strong indications that part of or all information having been provided by the Player when creating his/her Online Account is untrue or inaccurate.
- 9.1.5 When twelve (12) months have been completed from turning the Account into the “Inactive” state.
- 9.1.6 Provided that twenty-four (24) months have been completed as of the “Blocking” of the Account (with the exception mentioned in the above point 8.4 of the present).
- 9.2 The re-creation of an Online Account by the Player is not allowed unless twelve (12) months have lapsed as of the closure of the Online Account. Case 9.1.2. shall be exempted from such prohibition under the condition that there is not the above case 9.1.4.
- 9.3 Upon closure of the Online Account, the contractual relationship between OPAP S.A. and the Player shall be terminated, the present Accession Agreement shall be dissolved and all data of transactions and Entries having been conducted with the use of the Online Account, as well as any other detail or data kept by OPAP S.A. on the occasion or in execution of the obligations of the parties in the framework of the contractual relationship shall be kept by it in the type, manner and time set out in the Online Games Regulation and the applicable provisions.
- 9.4 In case there is a credit balance in a closing Online Account, while at the same time there is no reason or request for its freezing or seizure by a competent Authority, per the law, OPAP S.A. shall pay such balance to the Player in the declared account the soonest possible and, in any case, within three (3) business days as of the closure of the Online Account, by observing the provisions of the AML Regulation. In case no relevant account for the transfer of the Player’s existing credit balance has been declared, nor is respectively the communication attempt with him/her successful, the credit balance shall be transferred to an account of OPAP S.A. and the Player may ask for it in accordance with the Civil Code provisions.
- 9.5 In case, upon closure of the Online Account, the Online Account remains at the “Temporary” state, any winnings shall not be paid to the Player and OPAP S.A. shall clear the credit balance of the Online Account, without prejudice to the observance of the provisions on due diligence measures that OPAP S.A. is obliged to take, by observing the provisions of the AML Regulation.
- 9.6 In case, upon closure of the Online Account, OPAP S.A. is aware of the fact or has strong indications or suspicions that the monetary amounts of the Online Account, regardless of how large they are, constitute or are related to proceeds of criminal activities or are connected to the financing of terrorism, shall implement what is relevantly set forth in the provisions of L. 4557/2018 (A’ 139) and in the AML Regulation.

## **Article 10. GAMING ACTIVITY LIMITS**

- 10.1 Upon commencement of the first Gaming Session, following the creation of the Online Account, the Player, in accordance with the Online Games Regulation, the HGC Instructions, the applicable provisions and the Responsible Gaming Principles, shall mandatorily set, for a specific period of time, the following limits, guided by a prudent gaming behavior, proportional to his/her capacities, and consciously considering the risks entailed in his/her participation in the Games:
  - 10.1.1 a monetary limit concerning the maximum deposit limit;
  - 10.1.2 a monetary limit concerning the maximum loss limit; and
  - 10.1.3 a time limit, concerning the maximum Participation time in the Other Online Games and in Stoixima.
- 10.2 The limits shall be set at day level, from 00:00:00 until 23:59:59 of that calendar day, or at week level, from Sunday to Saturday, or at month level, from the first until the last day of the month.
- 10.3 The Player may amend the aforementioned limits, after the time for which they were set has lapsed, with the exception of amendment of existing limits in order to be rendered stricter, which is immediately implemented.

- 10.4 In case of interruption of the Player's Participation due to the completion of the maximum Participation time limit, the Player shall not be allowed to Participate in the Games for the remaining period until the expiry time of the limit's effect.
- 10.5 In case the Player, with his/her upcoming Participation, exceeds the limit of the maximum loss amount, he/she shall be allowed to continue his/her Participation under the condition that, with the placement to which he/she will proceed, he/she shall not exceed the set maximum loss limit.
- 10.6 OPAP S.A. shall notify the Player, with a relevant informative message of at least fifteen (15) seconds duration:
- 10.6.1 When he/she exceeds 80% of the money limits he/she has set, or of the maximum Participation time limit, or the twenty-four (24) hours of maximum duration of the Gaming Session.
- 10.6.2 When 100% of the monetary limit per case is reached, notifying that he/she will no longer be allowed to proceed to actions exceeding such limit.
- 10.6.3 When 100% of the time limit per case is reached, notifying that his/her Participation in the Game shall obligatorily be interrupted, per the applicable provisions.
- 10.7 Apart from and regardless of the maximum Participation time limit that is determined by the Player, the maximum duration of a Gaming Session (Gaming Session limit) may not exceed twenty-four (24) hours. These two limits shall not be confused. For the calculation of the Gaming Session limit of twenty-four (24) hours, the time shall be counted as of the moment the Player enters the Website of OPAP S.A. with the use of the log-in credentials, and the time shall be counted regardless of whether the Player Participates in the games or just browses the Website.
- 10.8 OPAP S.A. has the right to restrict Gaming Activity (Entries, payout) and/or transactions (deposits/withdrawals), provided that it deems that there is a risk of conduct of illegal acts and based on factors, such as the amount of financial risk, the type of the game of chance, the frequency of Entries, the frequency and amounts of the Player's withdrawals from his/her Account, the amount of the expected payout, the characteristics and capacities of the person (e.g. occupation, financial status, gaming behavior, reputation, past record, data and other information based on which the influence of the Player or of his/her relatives or of persons closely related to him/her on the shaping of the result of already provided markets is reasonably assumed, the relationship of the Player with other License Holders), a strong assumption of creation of a collusion among Players, information and data on the reasonable contesting of the integrity of a provided market, etc.
- 10.9 OPAP S.A. has the right to restrict Gaming Activity (Entries, payout) and/or transactions (deposits/withdrawals), in accordance with the rules of the reward schemes it implements, under the condition that the Player every time becomes fully aware of such rules and has consented in advance to their implementation.
- 10.10 OPAP S.A. has the right to restrict Gaming Activity (Entries, payout) and/or the transactions (deposits/ withdrawals), in the framework of implementation of the Responsible Gaming Principles, provided that from the data it possesses, it derives that the Player presents a problematic gaming behavior.

## **Article 11. LIMITS OF ONLINE BETTING GAMES**

The maximum monetary amount of winnings per Bet may not exceed five hundred thousand (500,000) EUR. OPAP S.A. may set a maximum monetary amount of Bet winnings per event, sports and/or competition, up to the amount of five hundred thousand (500,000) EUR. In case of an Entry with a multiple selection of events on which different limits apply, at the level of sports or competition, the above limit shall be equal to the total sum of the maximum individual limits that have been set by OPAP S.A. at the

level of sports and/or competition. OPAP S.A. may increase the above limits following a relevant request of the Player and the conclusion of a relevant written agreement.

## **Article 12. OTHER ONLINE GAMES LIMITS**

- 12.1 The maximum monetary amount of winnings in Other Online Games conducted live, in a special venue (studio), with a live dealer, the result of which is not generated through a Random Number Generator, shall be mentioned in each Game Guide.
- 12.2 The maximum Entry amount in Other Online Games, the result of which is generated through a Random Number Generator, shall be twenty (20) EUR per Game Cycle.
- 12.3 The maximum monetary amount of winnings in Other Online Games, the result of which is generated through a Random Number Generator, may not exceed one hundred forty thousand (140,000) EUR per Game Cycle, including the value of all additional rewards of the Game which are allowed to be provided, with the exception of an eventual Jackpot, per what is set forth in the Online Games Regulation.
- 12.4 The maximum monetary amount of winnings in Other Online Games conducted peer-to-peer, or individually (poker cash games), or in the form of a competition (poker tournaments) shall be mentioned in the Game Guide.

## **Article 13. JACKPOT FUNCTION**

- 13.1 The Jackpot Function is allowed to be conducted under the License of Other Online Games exclusively for the Games of the same Manufacturer, and the joint Conduct of Jackpot Function of two or more License Holders is not allowed.
- 13.2 The maximum prize limit that may be attributed by one Jackpot Function for the Other Online Games may not exceed the amount of five hundred thousand (500,000) EUR and any amount exceeding the above limit that has been collected based on the Players' Participation shall be mandatorily transferred to another Jackpot Function.
- 13.3 In any case of reduction of the amount having been collected based on the Players' Participation, or in case of repeal of the Jackpot Function, the reduction amount or the amount having been collected based on the Players' Participation at the time of repeal shall be mandatorily transferred to another Jackpot Function, within three (3) months as of the date of reduction or repeal.
- 13.4 In case the Player wins, he/she shall be informed by OPAP S.A. regarding the attribution of the prize of a progressive Jackpot Function until the end of the Game in process.
- 13.5 The information on the attribution of a prize of a progressive Jackpot Function shall be provided to all Players participating in such Function at the time of winning, in a manner that is understandable for the Player and regardless of the means each Player may use to access his/her Online Account.
- 13.6 The information on the amount of the progressive Jackpot Function, as such will have been shaped after the attribution of the prize, shall be provided to all Players participating in the Jackpot Function at such time, regardless of the means each Player may use to access his/her Online Account.
- 13.7 In case a progressive Jackpot Function has to be terminated (e.g. due to malfunction, loss of connectivity, unexpected termination), OPAP S.A. shall give to the Player a clear indication that the progressive Jackpot Function does not operate and is not allowed to be won.
- 13.8 The re-activation of a progressive Jackpot Function after an interruption status shall activate the Function with exactly the same parameters as the ones that existed prior to the interruption.
- 13.9 If the progressive Jackpot Function operates in conjunction with another Game (e.g. base game) and the requirement for return to the Player is only met when progressive Jackpot

contributions are included, the other Game shall only be offered when the progressive Jackpot is available.

13.10 The Player may be informed by the Game Guide regarding the Jackpot Functions, and in case of progressive Jackpot Function he/she may be informed at least on:

13.10.1 The maximum prizes and/or deadlines that may exist for progressive Jackpot Functions.

13.10.2 The manner in which the progressive Jackpot Function is funded and determined.

13.10.3 Whether there is a minimum Entry amount in order for a Player to win the prize of a progressive Jackpot Function.

13.10.4 The rules that apply for simultaneous wins and the payments in case multiple wins of one progressive Jackpot Function occur almost at the same time and there is no way for anyone to know which Jackpot occurred first.

#### **Article 14. REWARDS**

14.1 OPAP S.A. may reward the Players by implementing reward/loyalty programs, the terms and conditions of which are shaped and promoted by observing the provisions of the Games Regulation.

14.2 The terms and conditions of each program shall be implemented in the same manner for all Players meeting the set out conditions, per case, in order to be included in the program or in any individual parts thereof.

14.3 OPAP S.A. may proceed, at any given moment, to the repeal or amendment of any reward program, for any reason it may deem appropriate, at its discretion.

14.4 OPAP S.A. may change or recall the reward that has already been provided if it is proven that the Player received such reward by mistake or in a fraudulent way, knowing that he/she does not fulfill the conditions, or if there are strong assumptions that the reward was attributed based on transactions and/or Entries and/or practices conducted in violation of L. 4002/2011, of fair dealing principles, of the Game Regulation and of the AML Regulation.

#### **Article 15. RESPONSIBLE GAMING**

15.1 OPAP S.A. shall implement the Responsible Gaming Principles, based on a consistent and coherent strategy it has drafted aiming to minimize the negative impact on Players from their Participation in the Games.

15.2 In the aforementioned framework, OPAP S.A.:

15.2.1 Shall ensure that the Organization and Conduct of Games is reliable and secure, consistent with the rules of public order, the public interest and the applicable regulatory framework, as well as that, upon the Conduct of the Games, persons below 21 years of age are excluded, vulnerable social groups are protected, and public health, security, and the lawfulness and transparency of transactions are not put at risk.

15.2.2 Shall constantly monitor and be informed on the developments regarding Responsible Gaming Principles and problematic gaming and shall make good use of the findings of modern research in that field.

15.2.3 Shall provide a special unit to the Websites with information on Responsible Gaming, in which any interested person may find, among others, information regarding from which age is someone allowed to Participate in Games, how the Participation decisions shall be made, which are the Responsible Gaming Principles, what constitutes a problematic gaming behavior, which are the adverse consequences and the risk entailed in the excessive exposure to Games, which is the phone number, without charging, for the provision of support consultation services, etc.



- 15.2.4 Shall develop special methodology and tools for the assessment of Gaming Activity for every Player Participating in the Games it conducts, for the detection and grading of the risk of development of the usual Gaming Activity of a Player to a problematic gaming behavior.
- 15.2.5 Shall encourage Players, discreetly and confidentially, to Participate in Games in accordance with their financial capability.
- 15.2.6 Shall, discreetly and confidentially, encourage the Player appearing to have indications of problematic gaming behavior, to take regular breaks from the Game (cooling off) or to proceed to a temporary abstention from the Participation in the Games for twenty-four (24) hours, in accordance with the provisions of the Online Games Regulation.
- 15.2.7 Shall, discreetly and confidentially, encourage the Player appearing to have problematic gaming behavior, to proceed to his/her abstention temporarily or for indefinite term, in accordance with the provisions of the Online Games Regulation.
- 15.3 OPAP S.A. shall be providing the Player and any interested person with tools (tests) for self-assessment concerning their stance towards the Games, and it shall be encouraging them to assess such stance, by informing them at the same time that:
  - 15.3.1 The test is anonymous and accessible to everyone and anyone can conduct it, without the signing up or the logging in the Websites being required.
  - 15.3.2 Any Player and/or interested person may conduct the test at any time and as many times as he/she wants to.
  - 15.3.3 The test is conducted in a fully automatized manner and the processing of the answers given to the interested person is the absolutely necessary one for the generation of results, to which results the person conducting his/her self-assessment has exclusive access, and which are not collected, stored, made available or in any other manner processed in OPAP S.A.'s information systems.
  - 15.3.4 It allows once the Player and/or interested person to locally save the results of the test in the device, with a marking of the date and time they were generated.
  - 15.3.5 In case that, for any reason, the test is not completed, the Player and/or interested person will have to repeat the process from the beginning.
- 15.4 OPAP S.A. shall consult, discreetly and confidentially, the Player appearing to have problematic gaming behavior, in order for him/her to look for help by contacting special bodies and centers of advisory support and/or rehabilitation.
- 15.5 OPAP S.A. shall exclude the Player and shall close his/her Online Account, based on a court decision or action of his/her judicial supporter.
- 15.6 OPAP S.A. has the right to proceed, per its justified opinion, to the temporary exclusion or exclusion of indefinite term of the Player, provided that from the data of his/her Gaming Activity, the information it possesses and the relevant policy it implements, it derives that the Player presents a problematic gaming behavior and, despite its repeated recommendations, the Player has not proceeded to his/her exclusion.
- 15.7 By the Agreement, the Player consents to the assessment of his/her Gaming Activity, aiming at the implementation of the Responsible Gaming Principles, while he/she is also informed and understands that the relevant obligations of the Holder are imposed by the applicable provisions and have as a purpose the protection of both himself/herself and the society.

## **Article 16. PLAYER EXCLUSION**

- 16.1 The Player may proceed, following his/her request via the Website, to his/her exclusion from the Participation in Games, provided that the Player has logged in with his/her Online Account. The Player may not participate in Games after he/she has excluded himself/herself and as long as such exclusion lasts.
- 16.2 The exclusion may take the form of (a) an exclusion of indefinite term, (b) a temporary exclusion or (c) of a temporary abstention.
- 16.3 The exclusion of indefinite term is set by the Player. In case the Player requests his/her exclusion of indefinite term, OPAP S.A. shall immediately deactivate the Online Account of the

Player, turning it to the “Closed” status, and terminate the contractual relationship. The Player may re-create an Online Account following his/her request, after at least twelve (12) months have lapsed as of the exclusion and after the Accession Agreement has been re-concluded and the processes described in article 5 of the present have been completed.

- 16.4 The temporary exclusion is set by the Player and applies for a period of at least one (1) month. In case the Player asks to be temporarily excluded, OPAP S.A. shall immediately “Block” the Online Player Account and keep it in this state during such temporary exclusion period.
- 16.5 The temporary abstention shall last twenty-four (24) hours. If the Player asks to temporarily abstain, OPAP S.A. shall immediately “Block” the Online Player Account and keep it in this state during such temporary abstention period.
- 16.6 In case of temporary or permanent exclusion, the Player shall provide OPAP S.A. with his/her implicit consent to register him/her in the record of excluded players it keeps, as well as to the record of excluded players the HGC keeps. All License Holders shall have access to the record of excluded players held by the HGC, in accordance with the Instructions issued by the HGC.
- 16.7 The registration of a Player in the Record of Excluded Persons entails his/her exclusion from Participation in the Games of all Holders. Each Holder shall ensure that the Player registered in the Record may not Participate for as long as he/she is registered therein.
- 16.8 In case the Player is under temporary abstention, temporary exclusion or exclusion of indefinite term, OPAP S.A. and/or its Affiliates shall not proceed to the dispatch of commercial communication material to the Player.
- 16.9 In case the Player has been set to a state of temporary exclusion or exclusion of indefinite term, as well as in the case of five (5) temporary abstentions, OPAP S.A. shall inform the Player regarding the option to receive consultative assistance and support by a Greek rehabilitation center.
- 16.10 OPAP S.A. has the right to proceed, per its justified opinion, to the temporary exclusion or exclusion of indefinite term of the Player, provided that from the data of his/her Gaming Activity, the information it possesses and the relevant Responsible Gaming policy it implements, it derives that the Player presents a problematic gaming behavior and, despite its repeated recommendations, the Player has not proceeded himself/herself to his/her exclusion.

## **Article 17. MONEY TRANSFERS**

- 17.1 The payments of Entry amounts and of winnings deriving from the Participation shall obligatorily be carried out by and to OPAP S.A., without an intermediary, with the exception of Payment Services Providers established and lawfully operating in Greece or in another Member State of the European Union or of the European Economic Area.
- 17.2 OPAP S.A. shall not accept any deposit to an Online Player Account if the details of the person who is beneficiary of the said Online Account are not cross-checked with the details kept in the Record of Excluded Persons maintained by the HGC.
- 17.3 The deposit of amounts for the Participation, as well as the withdrawal of the Player’s credit balance shall be conducted through one or more than one of the following Payment Means:
  - 17.3.1 Remittance.
  - 17.3.2 Credit transfer.
  - 17.3.3 Debit card.
  - 17.3.4 Credit card.
  - 17.3.5 Prepaid card.
  - 17.3.6 Electronic wallet (e-wallet).
- 17.4 The deposits conducted in the Online Player Account shall be interest-free.
- 17.5 The transfer of amounts between Online Accounts of two or more Players is prohibited.

- 17.6 Upon deposit of an amount by the Player to his/her Online Account, the full awareness and implicit declaration of the Player that such deposit is conducted with the exclusive purpose of his/her Participation in the Games are presumed.
- 17.7 Deposits into the Online Account amounting to five thousand (5,000) EUR or more per act shall be accepted and used for the Participation, only provided that it is confirmed that the payments account declared by the Player belongs indeed to him/her.
- 17.8 Payments/Withdrawals to the Player, amounting to eight hundred (800) EUR or more per action, shall be conducted only provided that it is confirmed, prior to the transaction, that the payments account declared by the Player belongs indeed to him/her. In any case and for the safeguarding of its compliance with the relevant regulatory framework, the Company may ask from the Player documents substantiating his/her possession of a payment account even for a transaction of payment/withdrawal of an amount lower than eight hundred (800) EUR.
- 17.9 The details of the Player's payments account shall be verified by a relevant substantiation document, in accordance with the provisions of Chapter A of Annex I of the AML Regulation.
- 17.10 OPAP S.A. shall take any appropriate organization and technical measure so that Money Transfers to and from the Online Account be conducted via Payment Means that belong to the Player. In case the use of Payment Means belonging to third parties and not to the Player is later confirmed, OPAP S.A. shall prohibit the continuance of their use, shall cancel any transactions in progress, shall return, at an appropriate time, to the third party, namely the beneficiary of the Payment Means, the amount having been deposited, and any winnings having derived from transactions through this specific Payment Means of the third party shall not be attributed to the Player. If part or the entirety of the winnings have been attributed to the Player and withdrawn by him/her and the Player continues having a balance in his/her Online Account, OPAP S.A. shall commit the relevant amounts up to the amount of the claims of itself and of the beneficial owner (third party) of the Payment Means used, reserving its right to exercise any legal right thereof, judicially and/or extrajudicially, and to fulfill any obligation it is subject to per the law. The exercise of OPAP S.A.'s legal rights shall be reasonably conducted also in case a potential synergy and/or awareness and voluntary acceptance by any eventual third party regarding the use of its Payment Means by the Player is/are ascertained. Moreover, reported cases of use of Payment Means of third parties shall be investigated in detail and in cooperation with the involved Payment Services Providers, despite the fact of implementation of strict methods of the Players' identification that are implemented, now mandatorily, by the operating Payment Services Providers in the EU Member States. Furthermore, in any case there are reasons falling under the provisions of the AML Regulation, OPAP S.A. may "Block" the Online Account for an indefinite term and until the investigation of each case.
- 17.11 OPAP S.A. reserves the right to withhold amounts from the Online Account that correspond to any charges and/or commissions, imposed fees and costs in general, which it has been subjected to, under the condition that these have been made known in advance to the Player and that they do not contravene the applicable provisions.
- 17.12 Following a Player's request, OPAP S.A. shall dispatch to him/her a report of his/her Online Account state to his/her registered e-mail or postal address, within one (1) month, and it shall include in such report the entirety of the Entries and financial transactions having been conducted during the reference period and up to a period of twelve (12) months, as well as sufficient information, so that the Player be able to compare the requested data with the respective data he/she probably keeps.
- 17.13 The Online Accounts in "Inactive" state that continue to have a credit balance shall be protected from illegal access thereto or illegal money withdrawal therefrom.
- 17.14 In case in the Online Player Account wrong winnings are credited that the Player is not entitled to, such amounts shall belong to OPAP S.A. and shall be deducted from the Online Player Account, following a correction of the wrong credit and detailed information to the Player, without his/her cooperation being required. In case the Online Account balance does not suffice for the deduction of the monetary amount that was credited by mistake, the Player shall continue to owe the difference to OPAP S.A. and OPAP S.A. shall have the right to

- withhold, without notifying the Player, any amount that may be credited to the Online Account up to the amount of the difference, reserving its right to exercise any legal right thereof in order to ask for the remaining amount, judicially or extrajudicially.
- 17.15 The Player may request the withdrawal of any credit balance of his/her Online Account, under the condition of provision of all necessary details that may be asked by OPAP S.A. in order for the relevant processes to be materialized, in compliance with the provisions of the AML Regulation and the applicable provisions.
- 17.16 OPAP S.A. shall bear the responsibility of guaranteeing the lawfulness and validity of transactions, to the extent it corresponds to it, and for this purpose it shall take any possible, based on common sense, experience and perception, measure of technological and/or operational, organizational, business nature for the control of both the deposits and the withdrawals, even after their completion.
- 17.17 OPAP S.A. shall have the right to refuse and cancel the transaction, even after its completion, provided that it becomes aware of any data reasonably justifying the contesting of its lawfulness and validity, regardless of whether such data have been collected by itself or are brought to its attention by a person with which it lawfully cooperates for the Organization and Conduct of the Games or by another competent body or authority, per the law.
- 17.18 By the acceptance of the Agreement and of the Terms on Personal Data Processing, the Player implicitly declares that he/she consents to the processing, by OPAP S.A., of data concerning his/her bank account number, aiming at conducting the financial transactions between the Player and OPAP S.A., as well as at any verification of the Player's identity by OPAP S.A., also by third parties, in accordance with the AML Regulation, and of any data he/she concedes in the framework of serving the purpose of the Agreement.
- 17.19 Following the submission of a withdrawal request by the Player, OPAP S.A. shall issue the respective payment order within 72 hours, by observing the AML Regulation and the applicable provisions.
- 17.20 OPAP S.A. shall have the right, regarding already conducted Betting markets, to provide the Player with the option of early redeeming (cash out) of the Bet, by setting, at its discretion, the early redeeming value that is provided to the Player each time, in accordance with the provisions of the Game Guide.
- 17.21 The early redeeming (cash out) of a Betting market shall be conducted only provided that the Player accepts, through his/her Online Account, the early redeeming, as well as that such acceptance may not be revoked and constitutes a full and unconditional waiver by the Player of the initial price of the cashed-out Bet, regardless of the subsequent outcome of the Betting event and in accordance with the provisions of the Game Guide.
- 17.22 Currency exchange, as well as any exchange charges, provided that the Player Participates in Other Online Games conducted peer-to-peer and in a currency other than the euro, shall be posted on OPAP S.A.'s Website.

## **Article 18. WINNINGS TAXATION**

- 18.1 Any winnings deriving from the Player's Participation in Games shall be taxed, per case, in accordance with the provisions of L. 2691/2001 (A' 266) "Ratification of the Code Provisions on the Taxation of Inheritance, Donation, Parental Grants, Dowries and Winnings from Games of Chance", as eventually applicable.
- 18.2 The Players' net winnings from the Games of OPAP S.A. conducted in columns shall be subject to tax per slip, after the deduction of the tax free amount of one hundred EUR (€100), with a coefficient of two point five percent (2.5%) for winnings of one hundred point zero one EUR (€100.01) up to two hundred EUR (€200), with a coefficient of five percent (5%) for winnings of two hundred point zero one EUR (€200.01) up to five hundred EUR (€500), and with a coefficient of seven point five percent (7.5%) for winnings of five hundred point zero one EUR (€500.01) and above.

18.3 The Players' net winnings paid or credited to the Player upon the end of the Gaming Session, that derive from OPAP S.A.'s Games conducted in Gaming Sessions, shall be subject to a tax per Gaming Session, after the deduction of the tax-free amount of one hundred EUR (€100), having a coefficient of fifteen percent (15%) for winnings of up to five hundred EUR (€500), and a coefficient of twenty percent (20%) for winnings of five hundred point zero one EUR (€500.01) and above.

## **Article 19. WINNINGS CERTIFICATION - WINNINGS CERTIFICATE**

19.1 OPAP S.A. shall provide, following a Player's request, a certification of winnings before taxes for the immediately preceding fiscal year, on the entirety of the net winnings occurred based on the entirety of his/her Gaming Activity during the reference fiscal year, in accordance with the provisions of the AML Regulation.

19.2 The winnings certification shall be exclusively granted to Players having a Greek TIN and shall at least mention the following:

19.2.1 The details and the number of the Player's ID card or passport.

19.2.2 His/her Tax Identification Number.

19.2.3 The total amount spent by the Player for his/her Participation in the Games.

19.2.4 The total amount of gross attributed winnings during the reference period.

19.2.5 The total amount of withheld tax on the winnings, in accordance with the applicable provisions.

19.2.6 The total amount of net winnings occurred during the reference period.

19.3 The certification shall be granted by OPAP S.A. only provided that the full details of the Player are certified and verified, in accordance with Annex II of the AML Regulation and following the implementation of the appropriate due diligence measures, depending on the risk.

19.4 OPAP S.A. shall issue, following a Player's request, a winnings certificate, with the exclusive purpose of documenting the Player's statement when exiting Greece.

19.5 The winnings certificate shall serve as proof of the net winnings occurred by the Player during his/her Participation in the Games.

19.6 The winnings certificate shall not constitute evidence of the lawful possession, by the Player, of other liquid goods he/she may have with him/her when exiting the country.

19.7 The winnings certificate may be used for tax purposes, provided that it is accepted by the authorities of the country of origin.

19.8 The winnings certificate shall be granted provided that:

19.8.1 The Player's Participation in the Games, as well as the winnings OPAP S.A. certifies that he/she has won from such Participation during the reference period may be identified, as regards the Player, and verified, based on data kept in an information conduct system, analyzed per transaction and recording of the exact time of Entry, of the Games in which he/she Participated and of the means of Participation and payment, as regards the certified winnings.

19.8.2 The full details of the Player have been certified and verified, in accordance with Annex II of the AML Regulation and following the implementation of the appropriate due diligence measures, depending on the risk.

19.9 The winnings certificate shall at least state the following:

19.9.1 The Player's details and his/her passport number.

19.9.2 The Player's social security number or another identification detail of equivalent validity based on the law of the country of origin.

19.9.3 The total amount spent by the Player for his/her Participation in the Games.

19.9.4 The total amount of gross attributed winnings during the reference period.

19.9.5 The total amount of withheld tax on the winnings, in accordance with the applicable provisions.

19.9.6 The total amount of net winnings occurred during the reference period.

- 19.9.7 The certification and the winnings certificate shall bear a unique validation code that shall be communicated to the HGC upon their issuance. This specific code shall be available following the setting, by the HGC, of respective conditions, details and processes that are relevant to it.
- 19.10 The certification and the winnings certificate shall bear a unique validation code that shall be communicated to the HGC upon their issuance.
- 19.11 OPAP S.A. shall have the right to refuse to the Player the issuance of a winnings certification or certificate if it is aware of or has indications, information or data that a Suspicious or Unusual transaction was conducted or is conducted or is attempted, in accordance with L. 4557/2018 and the AML Regulation. In such case, it shall not reveal to the Player the reason of refusal of granting the winnings certification or certificate.

## **Article 20. CANCELLATION OF EVENTS, ENTRIES AND TRANSACTIONS**

- 20.1 OPAP S.A. shall implement a cancellation policy of events and/or Entries and/or transactions. The cancellation policy is posted on the Websites of OPAP S.A.
- 20.2 OPAP S.A. shall examine and assess each data or piece of information brought to its attention that affects the integrity of the organization and conduct of an event.
- 20.3 OPAP S.A. has the obligation to cancel the offer of events and/or to suspend the settlement of entries and/or Transactions related to the canceled offer:
- 20.3.1 If it has sufficient evidence to contest the integrity of an offered market and/or has sufficient evidence that, on the occasion of the offer of such event, Suspicious or Unusual transactions were conducted or are conducted or were attempted or are attempted, in accordance with the AML Regulation or the applicable provisions, and/or if it has sufficient evidence on the creation of a collusion among Players, or sufficient evidence from which it derives that the Games' integrity is at stake.
- 20.3.2 If it has sufficient evidence that the organization and/or conduct of the offered events took place in violation of the applicable provisions or of the rules of conduct of the Game set forth in the Game Guide.
- 20.3.3 Following the order to the competent authorities, per the law.
- 20.4 OPAP S.A. may cancel the offer of events and/or suspend the settlement of Entries and transactions related to the canceled offer, provided that it proves the occurrence of a human or technical error upon the offer of the event or upon the acceptance of the Entries and transactions related to it (e.g. error on the reference of the offered odds, error on the Entry's time acceptance, error of charge or crediting of the Online Account, etc.).
- 20.5 OPAP S.A. shall implement the cancellation policy, when treating same or similar cases, by taking the same or equivalent measures towards all Players that occur to fall under the scope of such policy.
- 20.6 OPAP S.A. shall take any necessary care and measure so that the cancellation policy of markets' offer and/or of settlement suspension of Entries and transactions related to the canceled offer, be timely implemented and, in any case, within a reasonable time as of the occurrence of the actual events and of the awareness of the data justifying the relevant decisions.
- 20.7 OPAP S.A. has the right to predict, in the Game Guide, more specific cases of Entries' cancellation due to violation of the rules of a Game or a Group of Games, as well as to implement rules and procedures of redistribution of payouts and winnings if an imposed cancellation affects the payouts of other Players that are not liable for the acts justifying the relevant decisions.

## **Article 21. PROTECTION OF PERSONAL DATA**

- 21.1 OPAP S.A. implements a Personal Data Protection Policy, in accordance with the General Data Protection Regulation [Regulation (EU) 2016/679] and L. 4624/2019 (A' 137), which Policy is posted on the Website.
- 21.2 The legal basis for the processing of the Player's personal data, and detailed information regarding the purposes, the duration of processing and the rights of the Player concerning the processing of his/her personal data are included in the Personal Data Protection Policy.
- 21.3 By accepting the Personal Data Protection Policy, the subject of the data shall be informed on their processing, in accordance with the terms therein.
- 21.4 OPAP S.A. observes the General Data Protection Regulation and L. 4624/2019 (A' 137), takes all appropriate preventive technical and organization measures so that is restrict the risk of illegal data processing and of Players' identification through technical or other means that can reasonably be used by third parties, safeguarding that itself, anyone executing the processing, as well as those having an employment, project or order relationship with it do not share the identity of the persons they know that Participate in the Games or who have acquired any winnings or have lost any amount by such Participation thereof, and that they do not share, for any reason, their personal details and data without the prior written consent of the Player, unless such consent is not required when the data are made available in the context of obligations borne by the Holder and those having an employment, project or order relationship with it, per the law, as well as when such data are necessary to raise or refute claims in the framework of litigations and for the defense of the legitimate interest of the Holder or of third parties , provided that it prevails over the Player's rights.
- 21.5 When consent is required, the Player, as the data subject, shall have the right to revoke it at any time; however, the revocation of the consent shall not affect the lawfulness of the processing based on the consent prior to its revocation.
- 21.6 The Player, as the data subject, shall be informed on any amendment or expansion of the purposes of processing and of the categories of the data to be processed, in order to provide a new consent, otherwise the Agreement shall be dissolved ex officio.
- 21.7 The Player, as the data subject, is obliged to immediately inform OPAP S.A. in case the data recorded during his/her registration on the Website have changed, either by himself/herself proceeding to the updating of the details of his/her Online Account, or via communication with OPAP S.A., by observing the provisions of the AML Regulation.
- 21.8 The HGC, as well as any other competent public body or authority shall have access to the data and shall be allowed to process them when such processing is necessary for the fulfillment of an obligation executed in favor of the public interest or during the exercise of the public power having been assigned to them.
- 21.9 The Player, as the data subject, shall accept and declare that he/she was informed on the Personal Data Protection Policy of OPAP S.A., otherwise the Agreement may not be concluded.

## **Article 22. LIMITATION OF LIABILITY**

- 22.1 OPAP S.A. shall not be held liable for any problems or damage that the Player may suffer due to technical problems, such as, indicatively, failure of electronic systems, communication lines, telephone lines or electronic links [e.g. inability to connect to the Internet Service Provider (ISP)] or any other failure of technical nature, due to which the access to the Websites, or to the Games' services provided through them, is problematic or is rendered difficult or impossible.
- 22.2 In case the Player makes use of any technical problems, such as, indicatively, failure of electronic systems, communication lines, telephone lines or electronic links [e.g. inability to connect to the Internet Service Provider (ISP)] or any other failure of technical nature, due to which the access to the Websites, or to the services of Games of Chance provided through them, is problematic or is rendered difficult or impossible, or in case of conduct of the acts described in article 8.1.7 of the present Agreement, the Player shall compensate OPAP S.A. and any eventual third parties claiming under it for any incidental or consequential damage.

- 22.3 OPAP S.A. shall make every possible effort to ensure that the information contained in the Websites is correct, however, it cannot guarantee the accuracy or completeness thereof. Furthermore, OPAP S.A. shall make every possible effort to protect and retain the integrity of its technical and communication systems it uses. OPAP S.A. shall not be held liable for the Player's systems security [indicatively, damage caused by viruses that can lead to the Player's equipment (H/W or mobile devices) or software (S/W) failure], as well as for the unauthorized access and use of the Player's software or personal data (hacking) by third parties. Furthermore and despite OPAP S.A.'s efforts to safeguard the Players' data, it shall not be held liable for any damage suffered by the Player in the event of interference or attempted interference in the network of OPAP S.A. on the Internet, or in the event of non-operation of the system for reasons other than gross negligence or willful misconduct of itself, its employees or its agents.
- 22.4 OPAP S.A. shall not be held liable for any damages caused by errors in data entry, saving and/or processing of entered data, or by incomplete or inaccurately transmitted data that are not due to gross negligence or willful misconduct of itself, its employees or its agents, and shall reserve the right to correct obvious errors during the saving and processing of results (e.g. errors related to the identity of Players, wrongly stated result etc.).
- 22.5 OPAP S.A. shall not be held liable for damage of any kind caused by any misuse of the Online Account by the Player himself/herself or by third parties that have no right to use the said Online Account.
- 22.6 OPAP S.A. shall not be held liable for any loss of winnings due to any interruption of the events contained in the Betting slip.
- 22.7 The Websites and the content thereof shall not constitute nor aim at the request, invitation or encouragement on behalf of OPAP S.A. of use of the offered online Games services or the registration of new Players.
- 22.8 OPAP S.A. shall in no case be held responsible against the Player for lost profit of the Player suffered from the Participation in Games or not.
- 22.9 OPAP S.A. shall not be deemed to have violated its obligations towards the Player, pursuant to the present Agreement, in case of failure to fulfill them, nor shall be held liable for any type of damage or loss of Player's winnings, due to a force majeure incident. As force majeure incidents are indicatively identified to be the wars, pandemics, unrest, disasters, fires, explosions, acts of sabotage, trade embargoes, strikes, hartals, lock-outs, as well as the acts of Greek, European and other authorities with decisive powers.

## **Article 23. CUSTOMER SERVICE**

- 23.1 OPAP S.A. has established and operates a special customer service unit and constantly keeps in the Websites specific space for frequently asked questions (FAQs), through which any interested person may look for answers to frequent questions regarding the conditions for the organization, conduct and Participation in the Games.
- 23.2 OPAP S.A. shall serve the Player and shall answer, timely and validly, to requests, queries and questions. OPAP S.A. shall inform the Player in any case the communication with the customer service unit is recorded, as well as in any case the communication is followed by a service assessment by the Player himself/herself, in an automatized, or not, manner.

## **Article 24. COMMUNICATION -NOTIFICATION OF PLAYERS**

- 24.1 The communication of OPAP S.A. with the Player and the general information to the latter shall be conducted through posts and messages to his/her Online Account or through notifications to the e-mail address and/or via message to the mobile number the Player has already registered upon the creation of his/her Online Account and, given that these have changed, to the eventual last e-mail address or mobile number having been registered by the Player.



- 24.2 The information/ notification shall be deemed to have been received by the Player on the date of transmission.
- 24.3 For the purposes of the Agreement, it is concluded that the above communication from OPAP S.A. to the Player constitutes written communication.
- 24.4 The simultaneous use of more than one e-mail addresses by the Player, either for Participation reasons or for information/ notification reasons, is prohibited.
- 24.5 In order for OPAP S.A. to lawfully dispatch commercial communication material to the Player, he/she shall have accepted in advance, in an electronic manner, the option of dispatching of such material, in a process separated from the one set forth for the acceptance of the Agreement. OPAP S.A. shall not proceed, in any manner, to the use of the Online Player Account details for reasons of commercial communication with the Player, without his/her consent.
- 24.6 OPAP S.A. shall provide the Player with the option to interrupt the dispatching of any commercial communication material by removing his/her consent.
- 24.7 For the purposes of the Agreement, it is concluded that the above communication from OPAP S.A. to the Player constitutes written communication.
- 24.8 The regulatory and legislative framework governing the Conduct of the Games shall be posted on the Websites of OPAP S.A. and of the HGC.

## **Article 25. COMPLAINTS**

- 25.1 The Player has the right to submit any complaint, grievance, disagreement on issues or incidents concerning the Games conducted by it and/or the related transactions, and for this purpose OPAP S.A. shall provide a specific sample document on the Website, which the Player may fill in and submit to e-mail address [complaints@opap.gr](mailto:complaints@opap.gr), the latest within forty-eight (48) hours as of the next day of the incident.
- 25.2 The complaint shall include the necessary identity and contact details of the Player; in particular:
- 25.2.1 Full name and father's name.
- 25.2.2 Date of birth.
- 25.2.3 Valid ID or Passport number.
- 25.2.4 Permanent residence address.
- 25.2.5 E-mail and/or postal address and the desired dispatch manner of the answer.
- 25.3 The complaint shall be mandatorily accompanied by a copy of the ID or passport or of an equivalent document from which the identification of the Player derives, otherwise it shall not be investigated by OPAP S.A.
- 25.4 The complaint shall sufficiently describe the incidents, the time of occurrence and the reasons the Player invokes, and shall include any data he/she possesses and which document his/her claims, in his/her opinion.
- 25.5 OPAP S.A. shall examine the content of the complaint, shall make any possible effort to lawfully and timely resolve the issues it concerns and shall inform the Player on its opinion within ten (10) days as of the submission of the complaint.
- 25.6 In case OPAP S.A.'s answer does not satisfy the Player, he/she may apply for the review of his/her complaint by the HGC, within ten (10) days as of the next day of the notification of OPAP S.A.'s answer. The application for review by the HGC shall be mandatorily communicated by the Player to OPAP S.A. as well, which shall promptly forward the answer and the data related to the complaint to the HGC.
- 25.7 OPAP S.A. has the right to not answer to complaints being repeated in an abusive manner.
- 25.8 OPAP S.A. shall not communicate to the Player data and information of which he has the obligation to observe the confidentiality per the applicable provisions.
- 25.9 OPAP S.A. shall keep a record of the Players' complaints for at least ten (10) years.

## **Article 26. INTELLECTUAL PROPERTY**

- 26.1 The content of every Website, the trademarks, Games' services marks, trade names, logos and illustrations are protected by the legislation on intellectual property, and the Player warrants that he/she is aware that they constitute property of OPAP S.A. or of its partners or third parties from which OPAP S.A. has obtained a relevant license of use. The Player shall not acquire intellectual property rights from the use of the Website, and/or from the provision of the Games services offered through them.
- 26.2 By the acceptance of the Agreement, the Player warrants that he/she is aware that the above constitute property of OPAP S.A. or of its partners or third parties, from which OPAP S.A. has obtained a relevant license of use.
- 26.3 Anyone is prohibited from reproducing, converting, storing, copying, republishing, uploading, posting, transmitting or distributing the aforementioned data, by any means or process, as well as from including them in any other website or app, any public or private system or electronic retrieval service, including texts, graphics, videos, messages, codes and/or software, and intellectual property data without the prior explicit consent of OPAP S.A. in writing.
- 26.4 Any commercial use or exploitation of the aforementioned data, of the Website and its content by anyone apart from OPAP S.A. or its partners or third parties from which OPAP S.A. has obtained a relevant license of use is prohibited

## **Article 27. APPLICABLE LAW - DISPUTE RESOLUTION**

- 27.1 The Agreement shall be governed by the Greek law and all disputes deriving from or related to the Agreement shall fall under the exclusive competence of the Courts of Athens.
- 27.2 In case a dispute, disagreement or contesting occurs, deriving from or related to the Agreement, OPAP S.A. and the Player shall make any possible effort for the amicable settlement of the dispute, in accordance with the applicable provisions, after having brought to the attention of the HGC the data and details concerning the dispute and by communicating their intention for an amicable settlement.
- 27.3 In case of no amicable settlement of the dispute, OPAP S.A. and the Player shall address one of the Alternative Dispute Resolution Bodies that are registered in the relevant Registry, which is kept, based on the provisions of Joint Ministerial Decision no. 70330 οικ./2015 (B' 1421), as applicable per case, after having brought to the attention of the HGC the details and data concerning the dispute and by communicating their intention for a settlement.
- 27.4 The HGC may prohibit OPAP S.A. and the Player from the amicable settlement of the dispute or from addressing the Alternative Dispute Resolution Bodies, provided that it derives from the data of the case that the outcome pursued by the settlement/ resolution contravenes the applicable provisions and the terms of the Agreement.
- 27.5 The settlement/ resolution achieved shall not preclude the right of OPAP S.A. or of the Player to resort to the competent courts for the protection of their rights, unless they have waived such right.
- 27.6 A successful settlement/ resolution between OPAP S.A. and the Player shall not preclude the right of the HGC to proceed to the audits required per the law and to impose the administrative sanctions set forth in the applicable provisions.

## **Article 28. PROBATIVE VALUE**

- 28.1 OPAP S.A. and the Player agree and accept that the orders, data and transactions electronically transmitted through the Internet shall be automatically entered in a record and shall serve as full evidence concerning the time of their registration and content. Moreover,

- they agree and accept that the storage of the Player's Participation in the Central Information System constitutes full evidence of all data and information of his/her Gaming Activity.
- 28.2 The data entered in the Central Information System of OPAP S.A., as well as its books and records, which are issued and kept for accounting or supervisory purposes in hard or soft copy, including copies and extracts thereof, have full probative value as to the records they contain.
- 28.3 In case of incorrect money-transfer order from or to the Online Player Account, the Player explicitly waives his/her right to ask for the cancellation of the request or order, or even of the transaction established in accordance with it.

## **Article 29. ASSIGNMENT**

The Player is implicitly prohibited from assigning or transferring any right and/or obligation deriving from the present Agreement to any natural or legal third party.

## **Article 30. AGREEMENT TERM - TERMINATION**

- 30.1 The Agreement shall remain in force as long as OPAP S.A. lawfully provides its services under the Licenses and the Player proceeds to the lawful use of such services, in accordance with the Terms of the Agreement and the applicable provisions.
- 30.2 The Agreement may be terminated in written and without prior notice, either by OPAP S.A. or by the Player, at any time.
- 30.3 The termination of the Agreement shall take place either by the submission of a Player's application for the closure of his/her Online Account, which application is posted on the Website and the Player may fill in and submit electronically at e-mail address [complaints@opap.gr](mailto:complaints@opap.gr), or by the closure of the Online Account by OPAP S.A., in accordance with the Terms of the Agreement and the applicable provisions.
- 30.4 The termination shall be necessarily communicated to the other contracting party and shall entail, as of the day of its notification, the dissolution of the Agreement and the closure and clearance of the Online Account, in accordance with the provisions of the law.

## **Article 31. MISCELLANEOUS**

- 31.1 The Terms of the Agreement, as well as the corporate policies and the texts to which these refer, constitute the complete agreement between OPAP S.A. and the Player on the matters regulated by the Agreement and such policies.
- 31.2 With respect to any matters that are not regulated by the Agreement, the applicable provisions apply, which prevail over any Term of the Agreement that opposes them.
- 31.3 In case any Term of the Agreement is ruled void or invalid, it shall not affect the validity or effectiveness of the other Terms of the Agreement.
- 31.4 OPAP S.A. is entitled, following a relevant approval by the HGC, to readjust any Term, deemed void or invalid, in order for the reason of voidness or invalidity to be eliminated, keeping though its content to the extent possible.
- 31.5 The Contract is governed by Greek Law. Any dispute arising therefrom, including any proceedings during the enforcement or adoption of any interim measure, shall fall under the exclusive jurisdiction of the Courts of Athens.