

# GLI Terms and Conditions

THE RECIPIENT ACKNOWLEDGES AND AGREES TO ALL OF THE “TERMS AND CONDITIONS” SET FORTH BELOW.

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## **General Terms and Conditions (English)**

### **Terms and Conditions:**

This Report is issued solely for the benefit of the Client for use only for and limited to the specific jurisdiction or standards referenced in the Report. This Report may not be relied upon for any reason by any person or entity other than the Client including, but not necessarily limited to, the manufacturer or developer of the items, a non-GLI Laboratory, or a Regulator not named in the Report (“a Third Party”).

Any report produced by GLI is proprietary to GLI and the Client, because it contains confidential information of commercial value, the exposure of which to third parties could adversely affect both GLI and the Client. Accordingly, such confidential information is supplied in confidence, on the strict condition that no part of it will be reprinted or reproduced or transmitted to any parties external to the original contract without the prior written approval of the Parties. In particular, it will not be exposed to any person or organization which may be in competition with any of the Parties without the prior written approval of that Party. The testing performed by GLI is proprietary to GLI and/or various regulators. No third party may use, rely or refer to a GLI evaluation report, test report, certification document or test results without written permission of GLI and the respective regulator. Notwithstanding the above, the Parties may disclose confidential information if required to do so by regulatory agencies, pursuant to the laws and regulations of an applicable jurisdiction or by an order of a properly designated Court of Law in a relevant jurisdiction. However, in either case the Parties agree to immediately notify the other party of such a request.

Notwithstanding the above, any regulator may reprint, reproduce and transmit any document or information to any party that the regulator, in their sole discretion, deems appropriate.

The certification established by this Report applies exclusively to tests conducted on the specific items submitted by the Manufacturer identified by the words “**Certification of:**” on the first page of this Report. It is the responsibility of the manufacturer and/or developer of the items submitted to apply for, obtain and maintain all necessary gaming licensure in each jurisdiction in which they do business, including state and tribal jurisdictions, where applicable. The Electrostatic Discharge Testing performed by GLI is intended only to simulate techniques observed in the field being used to attempt to disrupt the integrity of Electronic Gaming Devices. During the course of testing, GLI checks for marks, symbols or documents indicating that a device has undergone product safety or RoHS compliance testing, if required. GLI also performs a cursory review of information accompanying the items submitted, where possible and when provided, for evidence that the items have undergone compliance testing for Electromagnetic Interference (EMI), Radio Frequency Interference (RFI), Magnetic Interference, Liquid Spills, Power Fluctuations, Electrostatic Immunity, Electro Magnetic Compatibility and Environmental conditions. Compliance with any such regulations related to the aforementioned testing is the sole responsibility of the manufacturer and/or developer of the items submitted; GLI accepts no responsibility, makes no representations and disclaims any liability with respect to all such non-gaming testing. The test methods used, excluded tests, and actual data showing the test results are available to the Recipient upon written request.

All items identified in the “Certification of:” section on the first page of the report are considered certified as of the date shown in the “Date of Report:” section on the first page of the original GLI issued Report. All of the items are certified for use until such time notification is sent indicating that an item is no longer permitted to be used within the jurisdiction specified. By acceptance of this document the manufacturer and/or developer of the items submitted to GLI hereby agree to the provisions of the GLI Evaluation and Certification Guide. Additional information regarding the validity of this certification can also be obtained via GLIAccess and/or the Evaluation and Certification Guide, which is available on the [gaminglabs.com](http://gaminglabs.com) website. Use of the “Gaming Labs Certified®” mark represents the users agreement to permit, allow and accommodate authorized representatives of GLI to perform a surveillance audit of the use of the Mark and to permit an authorized representative of the American Association of Laboratory Accreditation (A2LA) to perform a surveillance audit, at their discretion and at their expense, to confirm that the use of the Mark in no way implies that A2LA endorses or certifies any of the Marks, services or processes of the company, group or organization requesting the use of the “Gaming Labs Certified” mark.

GLI WARRANTS TO THE RECIPIENT THAT ALL SERVICES PROVIDED BY GLI HEREUNDER HAVE BEEN PERFORMED IN ACCORDANCE WITH ESTABLISHED AND RECOGNIZED TESTING PROCEDURES AND WITH REASONABLE CARE IN ACCORDANCE WITH APPLICABLE LAWS. GLI DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GLI DOES NOT WARRANTY ANY TESTING OR RESULTS FROM A NON-GLI LABORATORY. WITHOUT LIMITING ANY OF THE FOREGOING, UNDER NO CIRCUMSTANCES SHOULD THE CERTIFICATION ESTABLISHED BY THIS REPORT BE CONSTRUED TO IMPLY ANY ENDORSEMENT OR WARRANTY REGARDING THE FUNCTIONALITY, QUALITY OR PERFORMANCE OF THE SUBJECT HARDWARE OR SOFTWARE, AND NO PERSON OR PARTY SHALL STATE OR IMPLY ANYTHING TO THE CONTRARY. THE LIABILITY AND OBLIGATIONS OF GLI HEREUNDER, AND THE REMEDY OF THE RECIPIENT, UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO, AT GLI'S OPTION, REPLACEMENT OF THE SERVICES PROVIDED OR THE REFUND BY GLI OF ANY MONIES RECEIVED BY IT FOR THE SERVICES PROVIDED. IN NO EVENT SHALL GLI BE RESPONSIBLE TO THE RECIPIENT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, EVEN IF GLI HAD BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES AND WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW OR OTHERWISE. ALL RIGHTS AND REMEDIES OF THIRD PARTIES RELATING TO PRODUCTS AND SERVICES THAT ARE THE SUBJECT OF THE CERTIFICATION ESTABLISHED BY THIS REPORT SHALL BE THE EXCLUSIVE RESPONSIBILITY OF THE RECIPIENT AND GLI EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER IN CONNECTION WITH SUCH THIRD PARTY RIGHTS AND REMEDIES. GLI AND THE RECIPIENT ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED BY GLI HEREUNDER COULD NOT BE RENDERED BY GLI UNDER THE TERMS PROVIDED HEREIN WITHOUT AN INCREASE IN COST IF GLI WAS REQUIRED TO PROVIDE ANY WARRANTIES IN ADDITION TO, OR IN LIEU OF, OR WAS REQUIRED TO ASSUME ANY LIABILITY IN EXCESS OF, THE FOREGOING.

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## **Términos y Condiciones General**

### **Términos y Condiciones:**

Este Reporte es emitido únicamente para el beneficio del Cliente para uso solamente por y limitado a la jurisdicción o estándares específicos siendo referenciados en el reporte. Este Reporte no podrá ser utilizado por ninguna razón por cualquier persona o entidad que no sea el Cliente incluyendo, pero no necesariamente limitado a, el fabricante o creador de los productos, un laboratorio que no sea GLI, o un Regulador no mencionado en el Reporte (“un Tercero”).

Cualquier reporte producido por GLI es propiedad de GLI y del Cliente, porque este contiene información confidencial de valor comercial, cuya exposición a terceros podría afectar negativamente tanto a GLI como al Cliente. Por consiguiente, tal información confidencial es proporcionada en confianza, bajo la estricta condición de que ninguna parte de esta podrá ser reimprimida, reproducida o transmitida a ningún tercero que es externo al contrato original sin el consentimiento previo y por escrito de las Partes. En particular, esta no será expuesta a ninguna persona u organización la cual puede estar en competencia con cualquiera de las Partes sin el consentimiento previo y por escrito de esa Parte. La prueba ejecutada por GLI es propiedad de GLI y/o varios reguladores. Ningún tercero podrá usar, depender o hacer referencia a un reporte de evaluación de GLI, reporte de prueba, documento de certificación o resultados de las pruebas sin el permiso por escrito de GLI y del regulador respectivo. No obstante lo anterior, las Partes podrán revelar información confidencial si así lo requieren los organismos reguladores, de conformidad con las leyes y regulaciones de una jurisdicción aplicable o por una orden de un tribunal de justicia debidamente designado en una jurisdicción relevante. Sin embargo, en ambos casos, las Partes se comprometen a notificar de inmediato a la otra parte acerca de dicha solicitud.

No obstante lo anterior, cualquier regulador puede reimprimir, reproducir y transmitir cualquier documento o información a cualquiera de las partes que el regulador, a su sola discreción, considere apropiada.

La certificación establecida por este Reporte aplica exclusivamente a las pruebas conducidas utilizando métodos actuales y retrospectivos desarrollados por **Gaming Laboratories International, LLC** (GLI) en los artículos específicos solicitados por el Fabricante identificados por las palabras **“Certificación de:”** que aparece en la primera pagina de este reporte. Es la responsabilidad del fabricante y/o desarrollador de artículos en cuestión el solicitar, obtener y mantener todas las licencias de juego necesarias en cada jurisdicción en cual haga negocios, incluyendo estados y jurisdicciones tribales, donde sea aplicable. Las Pruebas de Descarga Electroestática realizadas por GLI son hechas con la única intención de simular técnicas observadas en el campo utilizadas para tratar de trastornar la integridad de los Dispositivos de Juego Electrónicos. Durante la realización de las pruebas, GLI inspecciona para marcas, símbolos o documentos que indiquen que el dispositivo ha sido sometido a pruebas de cumplimiento de seguridad de producto o cumplimiento RoHS, si así requerido. GLI también realiza una revisión superficial de información que acompañe los artículos solicitados, donde posible y donde proveído, para evidencia que los artículos han sido sometidos a pruebas de cumplimiento para Interferencia Electromagnética (EMI), Interferencia de Frecuencia Radial (RFI), Interferencia Magnética, Derrames de Líquido, Fluctuaciones de Energía Eléctrica, Inmunidad Electroestática, Compatibilidad Electromagnética y condiciones de Medio Ambiente. El cumplimiento con cualquier regulación relacionada a la previamente mencionada prueba es únicamente la responsabilidad del fabricante y/o desarrollador de los artículos solicitados; GLI no acepta ninguna responsabilidad, no hace ninguna representación y no acepta ninguna obligación con respecto a esas pruebas no relacionadas con el juego. Los métodos de prueba utilizados, pruebas excluidas y data actual mostrando los resultados de prueba están disponibles para el Receptor, por solicitud escrita anterior.

Todos los componentes identificados en la sección “Certificación de:” de la primera pagina del reporte son considerados certificados a partir de la fecha que figura en la sección “Fecha del Reporte:” de la primera pagina del Reporte original emitido por GLI. Todos los componentes son certificados para uso hasta el momento en que una notificación es enviada indicando que un componente no es más permitido para ser usado dentro de la jurisdicción especificada. Por medio de la aceptación de este documento el fabricante y/o desarrollador de los productos solicitados a GLI por este medio está de acuerdo con las disposiciones de la Evaluación de GLI y la Guía de Certificación. Información adicional con respecto a la validez de esta certificación también puede ser obtenida a través de GLIAccess y/o la Guía de Evaluación y Certificación, la cual está disponible en el sitio web [gaminglabs.com](http://gaminglabs.com). El uso de la marca de “Certificación de Gaming Labs®” representa el acuerdo de los usuarios para autorizar, permitir y facilitar a los representantes autorizados de GLI a que realicen una auditoria de supervisión del uso de la Marca y permitir que un representante autorizado de la Asociación Americana de Acreditación de Laboratorio (A2LA) realice una auditoría de supervisión, a su discreción y a cuenta propia, para confirmar que el uso de la Marca de ninguna manera implique que la A2LA aprueba o certifica alguna de las Marcas, servicios o procesos de la compañía, grupo o organización solicitando el uso de la marca de “Certificación de Gaming Labs”.

GLI GARANTIZA AL RECEPTOR QUE TODOS LOS SERVICIOS PRESENTADOS POR GLI AQUÍ MENCIONADOS HAN SIDO REALIZADOS DE ACUERDO CON PROCEDIMIENTOS DE PRUEBAS ESTABLECIDOS Y RECONOCIDOS Y CON RAZONABLE CUIDADO DE ACUERDO CON LAS LEYES APLICABLES. GLI NO HACE, Y EXPRESAMENTE NIEGA, TODA OTRA GARANTÍA DE CUALQUIER TIPO, EXPRESADA O IMPLICADA, INCLUYENDO SIN LIMITACIÓN, CUALQUIER GARANTÍA DE NO VIOLACIÓN, COMERCIALIZACIÓN, IDONEIDAD O PROPIEDAD PARA UN PROPÓSITO PARTICULAR. GLI NO GARANTIZA NINGUNA PRUEBA O RESULTADOS DE UN LABORATORIO QUE NO SEA GLI. SIN LIMITAR NINGUNA DE LAS EXPUESTAS ANTERIORMENTE, BAJO NINGUNA CIRCUNSTANCIA PODRÁ, LA CERTIFICACIÓN ESTABLECIDA POR ESTE REPORTE, SER INTERPRETADA PARA IMPLICAR ALGÚN AVAL O GARANTÍA RELACIONADA A LA FUNCIONALIDAD, CUALIDAD O DESEMPEÑO DEL HARDWARE O PROGRAMA EN CUESTIÓN, Y NINGUNA PERSONA O GRUPO PODRÁ AFIRMAR O IMPLICAR NADA EN CONTRARIO. LA RESPONSABILIDAD Y OBLIGACIONES DE GLI EN EL PRESENTE DOCUMENTO, Y EL REMEDIO DEL RECEPTOR, BAJO O EN CONEXIÓN CON ESTE ACUERDO PODRÁ SER LIMITADO A OPCIÓN DE GLI, AL REEMPLAZO DE LOS SERVICIOS PROVEÍDOS O LA DEVOLUCIÓN POR PARTE DE GLI DE CUALQUIER DINERO RECIBIDO POR ESTE POR LOS SERVICIOS PROVEÍDOS. EN NINGÚN CASO SERÁ GLI RESPONSABLE FRENTE AL RECEPTOR O NINGÚN TERCERO POR NINGÚN DAÑO CONSECUCIONAL, INCIDENTAL, DIRECTO, INDIRECTO O ESPECIAL, INCLUYENDO SIN LIMITACIÓN, DAÑOS POR PÉRDIDAS DE GANANCIA O INGRESOS, INTERRUPCIÓN DEL NEGOCIO, O DAÑOS PUNITIVOS, AUNQUE GLI HAYA SIDO INFORMADO DEL POTENCIAL POR ESTOS DAÑOS YA SEA QUE ESOS DAÑOS SURJAN EN CONTRATO, NEGLIGENCIA, ACTO ILÍCITO, DE ACUERDO A LEY ESCRITA, EN EQUIDAD, POR LEY O CUALQUIER OTRO. TODOS LOS DERECHOS Y REMEDIOS DE TERCEROS RELACIONADOS CON LOS PRODUCTOS Y SERVICIOS QUE SON SUJETO EN ESTE REPORTE, SERÁN DE EXCLUSIVA RESPONSABILIDAD DE EL RECEPTOR Y GLI EXPRESAMENTE NIEGA CUALQUIER OBLIGACIÓN EN ABSOLUTO EN CONEXIÓN CON LOS DERECHOS Y REMEDIOS DE DICHS TERCEROS. GLI Y EL RECEPTOR RECONOCEN Y ACUERDAN QUE LOS SERVICIOS PROVEÍDOS POR GLI EN EL PRESENTE DOCUMENTO, NO PODRÍAN SER PRESTADOS POR GLI BAJO LOS TÉRMINOS PROVEÍDOS AQUÍ, SIN UN INCREMENTO EN EL COSTO EN CASO DE QUE GLI FUERA REQUERIDO DE PROVEER CUALQUIER GARANTÍA EN ADICIÓN A, EN LUGAR DE, O FUERA REQUERIDO ASUMIR CUALQUIER OBLIGACIÓN EN EXCESO DE, LO EXPUESTO ANTERIORMENTE.

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## Chile (English)

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Any report produced by GLI is proprietary to GLI and the Client, because it contains confidential information of commercial value, the exposure of which to third parties could adversely affect both GLI and the Client. Accordingly, such confidential information is supplied in confidence, on the strict condition that no part of it will be reprinted or reproduced or transmitted to any parties external to the original contract without the prior written approval of the Parties. In particular, it will not be exposed to any person or organization which may be in competition with any of the Parties without the prior written approval of that Party. The testing performed by GLI is proprietary to GLI and/or various regulators. No third party may use, rely or refer to a GLI evaluation report, test report, certification document or test results without written permission of GLI and the respective regulator. Notwithstanding the above, the Parties may disclose confidential information if required to do so by regulatory agencies, pursuant to the laws and regulations of an applicable jurisdiction or by an order of a properly designated Court of Law in a relevant jurisdiction. However, in either case the Parties agree to immediately notify the other party of such a request.

Notwithstanding the above, any regulator may reprint, reproduce and transmit any document or information to any entity that the regulator, in their sole discretion, deems appropriate.



The certification established by this Report applies exclusively to tests conducted using current and retrospective methods developed by **Gaming Laboratories International, LLC (GLI)** on the specific items submitted by the Manufacturer. It is the responsibility of the manufacturer and/or developer of the items submitted to apply for, obtain and maintain all necessary gaming licensure in each jurisdiction in which they do business, including state and tribal jurisdictions, where applicable. The Electrostatic Discharge Testing performed by GLI is intended to simulate techniques observed in the field being used to attempt to disrupt the integrity of Electronic Gaming Devices. During the course of testing, GLI checks for marks, symbols or documents indicating that a device has undergone product safety or RoHS compliance testing, if required. GLI also performs a review of information accompanying the items submitted, where possible and when provided or required by the jurisdiction, for evidence that the items have undergone compliance testing for Electromagnetic Interference (EMI), Radio Frequency Interference (RFI), Magnetic Interference, Liquid Spills, Power Fluctuations, Electrostatic Immunity, Electro Magnetic Compatibility and Environmental conditions. Compliance with any such regulations related to the aforementioned testing is the sole responsibility of the manufacturer and/or developer of the items submitted; GLI accepts no responsibility, makes no representations and disclaims any liability with respect to all such non-gaming testing. The test methods used, excluded tests, and actual data showing the test results are available to the Recipient upon written request.

All items, which are the subject of this Certificate or Report, are considered certified as of the date shown in the "Certificate Date:" section on the first page of the original GLI issued Certificate. All of the items are certified for use until such time notification is sent indicating that an item is no longer permitted to be used within the jurisdiction specified. Additional information regarding the validity of this certification can also be obtained via GLIAccess and/or the Evaluation and Certification Guide, which is available on the [gaminglabs.com](http://gaminglabs.com) website. Use of the Certified Mark represents the users agreement to permit, allow and accommodate authorized representatives of GLI to perform a surveillance audit of the use of the Mark and to permit an authorized representative of the American Association of Laboratory Accreditation (A2LA) to perform a surveillance audit, at their discretion and at their expense, to confirm that the use of the Mark in no way implies that A2LA endorses or certifies any of the Marks, services or processes of the company, group or organization requesting the use of the GLI Certified Mark.

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## **Chile (Spanish)**

### **Términos y Condiciones:**

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No obstante lo anterior, cualquier regulador puede reimprimir, reproducir y transmitir cualquier documento o información a cualquier entidad que el regulador, a su sola discreción, considere apropiada.

La certificación establecida por este Reporte aplica exclusivamente a las pruebas realizadas utilizando métodos actuales y retrospectivos desarrollados por **Gaming Laboratories International, LLC (GLI)** en los artículos específicos solicitados por el Fabricante. Es la responsabilidad del fabricante y/o desarrollador de artículos en cuestión el solicitar, obtener y mantener todas las licencias de juego necesarias en cada jurisdicción en la cual haga negocios, incluyendo estados y jurisdicciones tribales, donde sea aplicable. Las Pruebas de Descarga Electroestática realizadas por GLI son realizadas con la intención de simular técnicas observadas en la sala de juego, siendo éstas utilizadas para tratar de desestabilizar la integridad de las máquinas de juego. Durante la realización de las pruebas, GLI verifica las marcas, símbolos o documentos que indiquen que una máquina de juego ha sido sometida a pruebas de seguridad de producto o pruebas de cumplimiento de RoHS (Directiva de Restricción de Sustancias Peligrosas), si así se requiere. GLI también realiza una revisión de la información que acompaña a los productos sometidos para las pruebas, siempre que sea posible y cuando sea proporcionada, o requerido por la jurisdicción, como evidencia de que los productos han sido sometidos a las pruebas de cumplimiento para Interferencia Electromagnética (EMI), Interferencia de Frecuencia Radial (RFI), Interferencia Magnética, Derrames de Líquido, Fluctuaciones de Energía Eléctrica, Inmunidad Electroestática, Compatibilidad Electromagnética y condiciones Ambientales. El cumplimiento con cualquier regulación relacionada a las pruebas mencionadas anteriormente es responsabilidad única del fabricante y/o diseñador de los productos sometidos para las pruebas; GLI no se hace responsable, ni hace ninguna representación y se exime de cualquier obligación con respecto a todas las pruebas no relacionadas con el juego. Los métodos de prueba utilizados, pruebas excluidas y la información actual que muestra los resultados de las pruebas están disponibles al Receptor, previa solicitud por escrito.

Todos los componentes, los cuales son el objeto de este Certificado o Reporte, son considerados certificados a partir de la fecha que figura en la sección "Fecha certificado:" de la primera página del Certificado o Reporte original emitido por GLI. Todos los componentes son certificados para uso hasta el momento en que una notificación es enviada indicando que ya no se permite usar un componente dentro de la jurisdicción especificada. Información adicional con respecto a la validez de esta certificación también puede ser obtenida a través de GLIAccess y/o la Guía de Evaluación y Certificación, la cual está disponible en el sitio web [gaminglabs.com](http://gaminglabs.com). El uso de la Marca Certificada representa el acuerdo de los usuarios para autorizar, permitir y facilitar a los representantes autorizados de GLI a que realicen una auditoría de supervisión del uso de la Marca y permitir que un representante autorizado de la Asociación Americana de Acreditación de Laboratorio (A2LA) realice una auditoría de supervisión, a su discreción y a cuenta propia, para confirmar que el uso de la Marca de ninguna manera implique que la A2LA aprueba o certifica alguna de las Marcas, servicios o procesos de la compañía, grupo u organización solicitando el uso de la Marca Certificada de GLI.

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## Illinois

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## Delaware, Rhode Island and West Virginia

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GLI has only provided regulatory compliance testing to the specifications as indicated on page one. GLI does not warrant the product as this must be provided by the supplier.

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## Singapore

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## Nevada

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It is declared and affirmed under penalty of perjury that to the best of GLI's knowledge and belief the GLI certification process was conducted in accordance with Nevada Gaming Control Board's (NGCB) requirements and that the product being certified in this Report meets the requirements of the Nevada Gaming Control Act and all regulations, technical standards, control standards and procedures, policies, and industry notices implemented or issued by the NGCB.

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ЗАРАДУ, ПРЕКИД ПОСЛА, ИЛИ КАЗНЕНЕ ШТЕТЕ, ЧАК И АКО ЈЕ GLI EUROPE УПОЗОРЕН НА МОГУЋНОСТ ЗА ТАКВЕ ШТЕТЕ БЕЗ ОБЗИРА ДА ЛИ СЕ ТЕ ШТЕТЕ ЈАВЕ У УГОВОРУ, НЕМАРУ, КРИВИЦИ, ПОД СТАТУТОМ, У КАПИТАЛУ, ПО ЗАКОНУ ИЛИ НА ДРУГИ НАЧИН. СВА ПРАВА И ПРАВНИ ЛЕКОВИ ТРЕЋИХ СТРАНА КОЈИ СЕ ОДНОСЕ НА ПРОИЗВОДЕ И УСЛУГЕ КОЈИ СУ ПРЕДМЕТ ПОТВРДЕ УСТАНОВЉЕНЕ ОВИМ ИЗВЕШТАЈЕМ БИЋЕ ИСКЉУЧИВА ОДГОВОРНОСТ ПРИМАОЦА А GLI EUROPE СЕ ЕКСПЛИЦИТНО ОДРИЧЕ БИЛО КАКВЕ ОДГОВОРНОСТИ У ВЕЗИ СА ТАКВИМ ПРАВИМА ТРЕЋИХ ЛИЦА И ПРАВНИМ ЛЕКОВИМА. GLI EUROPE И ПРИМАЛАЦ ПРИМАЈУ К ЗНАЊУ И СЛАЖУ СЕ ДА УСЛУГЕ КОЈЕ ОВДЕ ПРУЖА GLI EUROPE НЕ МОГУ ДА СЕ ОБАВЕ ОД СТРАНЕ GLI EUROPE ПОД УСЛОВИМА КОЈИ СУ ОВДЕ НАВЕДЕНИ БЕЗ ПОВЕЋАЊА ТРОШКОВА АКО ЈЕ НЕОПХОДНО ДА GLI EUROPE ДА БИЛО КАКВЕ ГАРАНЦИЈЕ ПОРЕД, ИЛИ УМЕСТО, ИЛИ АКО ЈЕ ПОТРЕБНО ДА ПРЕУЗМЕ БИЛО КАКВУ ОДГОВОРНОСТ КОЈА ЈЕ ВЕЋА ОД ГОРЕ НАВЕДЕНЕ.

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Независимо от горното, всеки регулатор може да препечати, възпроизведе и предаде всички документи или информация за всяка страна, която регулаторът, по свое усмотрение, сметне за подходяща.

Този доклад не може да се възпроизвежда, освен когато е цял, без одобрението на GLI Europe и на получателя(те).

Всяко сертифициране, създадено от този доклад се прилага изключително за проведените тестове на специфичните елементи, представени от производителя или всяка друга страна, които са описани на първата страница на този доклад. Производителят и/или разработчикът на предоставените елементи, носи отговорност за кандидатстване, получаване и поддържане на всички необходими лицензи на играта във всяка юрисдикция, в която те правят бизнес, включително държавни и племенни юрисдикции, когато е приложимо. Електростатичните методи за изпитване, използвани от GLI Europe са предназначени само за да се симулират техниките, наблюдавани в областта, в която са използвани, за да се опитат да нарушат целостта на електронните устройства за игри. По време на тестването, GLI Europe проверява за отличителни знаци, символи или документи, показващи, че дадено устройство е преминало проверка на съответствието за безопасност на продуктите или RoHS, ако е необходимо. GLI Europe също осъществява бегъл преглед на информацията, която придружава подадените елементи, когато това е възможно и когато това е предвидено, за подлагане на проверка на съответствието за електромагнитна интерференция (EMI), радиочестотни смущения (RFI), магнитни смущения, разливания на течност, колебания на мощност, електростатичен имунитет, електромагнитна съвместимост и условията на околната среда. Спазването на всички тези наредби, свързани с гореспоменатото изпитване е изцяло отговорност на производителя и/или разработчика на предоставените елементи; GLI Europe не поема никаква отговорност, и отхвърля всяка отговорност по отношение на всички такива тестове, за елементи, които не са игри. Подробна информация за използваните методи за изпитване, с изключение на изпитване, както и актуални данни, показващи резултатите от изпитванията са на разположение на получател(ите) след писмено искане.

GLI EUROPE ГАРАНТИРА НА ПОЛУЧАТЕЛИТЕ СИ, ЧЕ ВСИЧКИ УСЛУГИ, ПРЕДОСТАВЕНИ ОТ GLI EUROPE ПО-ДОЛУ СА БИЛИ ИЗВЪРШЕНИ В СЪОТВЕТСТВИЕ С УСТАНОВЕНИТЕ И ПРИЗНАТИ ПРОЦЕДУРИ ЗА ИЗПИТВАНЕ И С РАЗУМНАТА ГРИЖА В СЪОТВЕТСТВИЕ С ПРИЛОЖИМИТЕ ЗАКОНИ. GLI EUROPE НЕ ПРАВИ И ИЗРИЧНО ОТХВЪРЛЯ, ВСИЧКИ ДРУГИ ГАРАНЦИИ ОТ КАКЪВТО И ДА Е ВИД, ИЗРАЗЕНИ ИЛИ ПОДРАЗБИРАЩИ СЕ, ВКЛЮЧИТЕЛНО, НО БЕЗ ОГРАНИЧЕНИЕ ДО ГАРАНЦИИ ЗА НЕНАРУШАВАНЕ НА ПРАВА, ПРОДАВАЕМОСТ, ГОДНОСТ ИЛИ ГОДНОСТ ЗА ОПРЕДЕЛЕНА ЦЕЛ. БЕЗ ДА ОГРАНИЧАВА ВСЕКИ ОТ ПРЕДХОДНИТЕ, ПРИ НИКАКВИ ОБСТОЯТЕЛСТВА, СЕРТИФИЦИРАНЕТО, УСТАНОВЕНО В НАСТОЯЩИЯ ДОКЛАД ДА СЕ ТЪЛКУВА, КАТО НЕ ПРЕДПОЛАГА КАКВОТО И ДА Е ОДОБРЕНИЕ ИЛИ ГАРАНЦИЯ, ОТНОСНО ФУНКЦИОНАЛНОСТТА, КАЧЕСТВОТО ИЛИ ИЗПЪЛНЕНИЕТО НА ХАРДУЕРНИЯ ИЛИ СОФТУЕРНИЯ ОБЕКТ, КАКТО И ДА НЕ ВНУШАВА НА НИТО ЕДНО ЛИЦЕ ИЛИ СТРАНА НИЩО ЗА ПРОТИВНОТО. ОТГОВОРНОСТТА И ЗАДЪЛЖЕНИЯТА НА GLI EUROPE ПО-ДОЛУ, ПРИ ОТСТРАНЯВАНЕ НА ПОЛУЧАТЕЛЯ, ПО СИЛАТА НА ИЛИ ВЪВ ВРЪЗКА С НАСТОЯЩОТО СПОРАЗУМЕНИЕ, СЕ ОГРАНИЧАВАТ ДО, ОПЦИЯТА НА GLI EUROPE ЗА ЗАМЯНА НА ПРЕДОСТАВЯНИТЕ УСЛУГИ ИЛИ ВЪЗСТАНОВЯВАНЕТО ОТ GLI EUROPE НА СУМИ ПОЛУЧЕНИ ОТ НЕЯ ЗА ПРЕДОСТАВЕНИТЕ УСЛУГИ. ИВ НИКАКЪВ СЛУЧАЙ, GLI EUROPE НЕ НОСИ ОТГОВОРНОСТ КЪМ ПОЛУЧАТЕЛЯ ИЛИ КОЯТО И ДА Е



ТРЕТА СТРАНА ЗА ВСЯКАКВИ КОСВЕНИ, СЛУЧАЙНИ, ПРЕКИ, НЕПРЕКИ, СПЕЦИАЛНИ ЩЕТИ, ВКЛЮЧИТЕЛНО, НО БЕЗ ОГРАНИЧЕНИЕ ДО ОБЕЗЩЕТИЕ ЗА ПРОПУСНАТИ ПЕЧАЛБИ ИЛИ ПРИХОДИ, ПРЕКЪСВАНЕ НА СТОПАНСКАТА ДЕЙНОСТ ИЛИ НАЗИДАТЕЛНИ ЩЕТИ, ДОРИ АКО GLI EUROPE Е БИЛА УВЕДОМЕНА. ЗА ВЪЗМОЖНОСТТА ОТ ТАКИВА ЩЕТИ И АКО ТАКИВА ЩЕТИ ВЪЗНИКНАТ В СЛЕДСТВИЕ НА ДОГОВОР, НЕБРЕЖНОСТ, ЗАКОНОНАРУШЕНИЕ, ПО СИЛАТА НА ЗАКОН, СОБСТВЕН КАПИТАЛ, ПО ЗАКОН ИЛИ ДРУГО. ВСИЧКИ ПРАВА И СРЕДСТВА НА ТРЕТИ СТРАНИ, СВЪРЗАНИ С ПРОДУКТИ И УСЛУГИ, КОИТО СА ПРЕДМЕТ НА СЕРТИФИЦИРАНЕ ОТ ТОЗИ ДОКЛАД ТРЯБДА ДА СА ИЗКЛЮЧИТЕЛНА ОТГОВОРНОСТ НА ПОЛУЧАТЕЛЯ И GLI EUROPE ИЗРИЧНО ОТХВЪРЛЯ ВСЯКАКВА ОТГОВОРНОСТ ЗА ЩЕТИ ВЪВ ВРЪЗКА С ТАКИВА ПРАВА НА ТРЕТИ ЛИЦА. GLI EUROPE И ПОЛУЧАТЕЛЯТ ПРИЕМАТ И СЕ СЪГЛАСЯВАТ, ЧЕ УСЛУГИТЕ, ПРЕДОСТАВЯНИ ОТ GLI EUROPE, ПО-ДОЛУ, МОЖЕ ДА НЕ БЪДАТ ПРЕДОСТАВЕНИ ОТ GLI EUROPE, СЪГЛАСНО УСЛОВИЯТА ПРЕДВИДЕНИ В НАСТОЯЩОТО СПОРАЗУМЕНИЕ, БЕЗ УВЕЛИЧАВАНЕ НА РАЗХОДИТЕ, АКО ОТ GLI EUROPE БЪДЕ ПОИСКАНО ДА ПРЕДОСТАВИ ГАРАНЦИИ В ДОПЪЛНЕНИЕ КЪМ, ИЛИ ВМЕСТО, ИЛИ СЕ ИЗИСКВА ДА ПОЕМЕ ОТГОВОРНОСТ В ПРОДЪЛЖЕНИЕ НА ГОРЕИЗЛОЖЕНОТО.

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Bez obzira na navedeno, bilo koje regulatorno tijelo može ispisati, razmnožavati i prenositi bilo koji dokument ili informacije bilo kojoj stranci koju regulatorno tijelo, prema vlastitom nahođenju, smatra prikladnom.

Ovo se izvješće ne smije se umnožavati, osim u cijelosti, bez dopuštenja tvrtke GLI Europe i Primatelja.

Ovjera zasnovana na ovom izvješću odnosi se isključivo na provedenu procjenu, na točno određenom predmetu, priloženom od strane proizvođača ili neke druge strane, kako je opisano na prvoj strani ovog izvješća. Odgovornost je proizvođača i/ili izrađivača priloženog predmeta, da podnese zahtjeve i zadobije sve potrebne dozvole i ovlaštenja za igre pod svakom državnom ili županijskom nadležnošću pod kojom posluje, gdje je to moguće. Bilo koje elektrostatičko ispitivanje korišteno od strane GLI ima namjeru samo simulirati tehničko nadgledanje na području u kojem se koristi za pokušaj ometanja djelovanja elektronskih uređaja igara. Tijekom postupka procjene, GLI Europe provjerava oznake, simbole, ili dokumente koji pokazuju da je uređaj ispitan sukladno sigurnosnim zahtjevima ili RoHS ispitivanju, ukoliko je potrebno. Gdje je to moguće, GLI također obavlja letimičan pregled priloženih pratećih predmeta, da se utvrdi da su predmeti podvrgnuti ispitivanju sukladnosti elektromagnetskih smetnji (EMI), radio frekvencijskih smetnji (RFI), magnetskim smetnjama, izlivanju tekućina, promjeni napona, elektrostatskoj otpornosti, elektromagnetskoj sukladnosti i uvjetima okoliša. Pridržavanje svih takvih propisa u svezi gore navedenog ispitivanja isključiva je odgovornost proizvođača i/ili izrađivača ispitivanih predmeta; GLI Europe ne prihvaća preuzimanje odgovornosti, ne daje jamstvo i odriče se bilo kakve povezanosti s takvim ispitivanjima koja se ne tiču igara. Podaci o korištenim metodama procjene, isključenim ispitivanjima i stvarni podaci rezultata ispitivanja dostupni su Primatelju(ima) ako ih se pismeno zatraži.

GLI EUROPE JAMČI PRIMATELJU DA SE SVE NIŽE NAVEDENE USLUGE OBAVLJAJU U SKLADU S UTVRĐENIM I PRIZNATIM POSTUPCIMA ISPITIVANJA I S RAZUMNOM MJEROM PAŽNJE U SKLADU S VAŽEĆIM ZAKONIMA. GLI EUROPE NE DAJE I IZRIČITO SE ODRIČE BILO KAKVIH DRUGIH IZRAVNIH ILI NEIZRAVNIH JAMSTAVA UKLJUČUJUĆI, BEZ OGRANIČENJA BILO KOJEG JAMSTVA NEPOVREĐIVANJA, TRŽIŠNOG POTENCIJALA, PRIKLADNOSTI ILI POGODNOSTI ZA ODREĐENU NAMJENU. NE OGRANIČAVAJUĆI IŠTA OD GORE NAVEDENOG, NI POD KOJIM OKOLNOSTIMA OVJERA ZASNIVANA NA OVOM IZVJEŠĆU NEĆE SE SMATRATI ILI TUMAČITI ODOBRENJEM ILI JAMSTVOM FUNKCIONALNOSTI, KVALITETE ILI SVOJSTVA SOFTVERA ILI HARDVERA ISPITIVANOG PREDMETA I NIJEDNA OSOBA ILI UGOVORNA STRANA NEĆE TVRDIRI ILI PODRAZUMIJEVATI IŠTA SUPROTNO. ODGOVORNOSTI I OBVEZE GLI EUROPE TEMELJEM OVOG UGOVORA I PRAVNI LIJEK PRIMATELJA, POD ILI U POVEZANOSTI S OVIM UGOVOROM BIT ĆE OGRANIČENI NA, U SLUČAJU GLI EUROPE, ZAMJENU USLUGA ILI POVRAT NOVCA PRIMLJENOG ZA PRUŽENE USLUGE. NI U KOJEM SLUČAJU GLI EUROPE NEĆE SE SMATRATI ODGOVORNIM PRIMATELJU ILI TREĆOJ STRANI ZA BILO KAKVE POSLJEDIČNE, SLUČAJNE, IZRAVNE ILI NEIZRAVNE ŠTETE UKLJUČUJUĆI, BEZ OGRANIČENJA ŠTETE GUBITKA DOBITI ILI PRIHODA, PREKID POSLOVANJA ILI KAZNENE ŠTETE, ČAK I AKO JE GLI EUROPE BIO OBAVIJEŠTEN O MOGUĆNOSTI TAKVIH ŠTETA I ZA BILO KAKVE ŠTETE NASTALE U UGOVORU, USLIJED NEMARA KRIVIČNOG DJELA, POVREDE ZAKONA, KAPITALNE ŠTETE, PRAVNIH ILI DRUGIH ŠTETA. SVA PRAVA I PRAVNI LIJEKOVI TREĆIH OSOBA GLEDE PROIZVODA I USLUGA KOJI SU PREDMET OVJERE TEMELJENE NA OVOM IZVJEŠĆU ISKLJUČIVA SU ODGOVORNOST PRIMATELJA I GLI EUROPE SE IZRIČITO ODRIČE BILO KAKVE ODGOVORNOSTI U POVEZANOSTI S TAKVIM PRAVIMA I PRAVNIM LIJEKOVIMA TREĆE STRANE. GLI EUROPE I PRIMATELJ(I) SE SLAŽU I

POTVRĐUJU DA USLUGE PRUŽENE TEMELJEM OVOG UGOVORA OD STRANE GLI EUROPE NE MOGU BITI OBAVLJENE BEZ PORASTA TROŠKOVA UKOLIKO JE GLI EUROPE DUŽAN DATI BILO KAKVA JAMSTVA UZ, ILI U ZAMJENU, ILI JE DUŽAN PREUZETI NEKU ODGOVORNOST OD GORE NAVEDENIH.

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## Europe BV Terms and Conditions (Czech)

### **Podmínky**

Tato zpráva se vydává pouze ve prospěch Klienta k použití pouze pro a omezené na konkrétní jurisdikci nebo normy zmiňované v této zprávě. Na tuto zprávu se nesmí odvolávat z žádného důvodu žádná osoba nebo entita jiná než ta, která je v přímém spojení s Klientem, ale není nutně omezena na něj, výrobce nebo konstruktér prvků, laboratoř, která nemá co do činění se společností GLI, nebo regulační orgán nezmiňovaný ve zprávě („Třetí strana“).

Jakákoli zpráva vydaná společností GLI je vlastnictvím GLI a Klienta, neboť obsahuje důvěrné informace obchodní hodnoty, jejichž expozice třetím osobám by mohla nepříznivě ovlivnit jak GLI, tak Klienta. V důsledku toho jsou tyto důvěrné informace poskytovány jako důvěrné, za striktní podmínky, že žádná jeho část nebude znovu vytištěna nebo přenášena jakékoli straně mimo původní smlouvu bez předchozího písemného souhlasu Stran. Zejména nebudou vystaveny žádné osobě nebo organizaci, která může být v soutěži s některou ze smluvních stran bez předchozího písemného souhlasu té konkrétní Strany. Testování provedená GLI jsou vlastnictvím GLI a / nebo různých regulátorů. Žádná třetí strana nesmí použít, spoléhat se nebo odkazovat na hodnotící zprávy GLI, protokol o zkoušce, potvrzující dokument nebo výsledky zkoušek bez písemného souhlasu GLI a příslušného regulátora. Nehledě na výše uvedené, mohou strany zveřejnit důvěrné informace, pokud jsou vyžadovány regulačními agenturami, v souladu se zákony a předpisy o soudní příslušnosti nebo rozhodnutím řádně určeného soudu v příslušné jurisdikci. Nicméně, v obou případech se Strany dohodly okamžitě informovat druhou stranu o takové žádosti.

Nehledě na výše uvedené, regulační orgán může dotisknout, reprodukovat a předat veškeré podklady a informace každé straně, kterou regulátor, dle vlastního uvážení, považuje za vhodnou.

Tato zpráva nesmí být reprodukována, vyňata v plném rozsahu, bez souhlasu GLI Europe a Příjemce(ů).

Jakákoli certifikace založená touto zprávou se vztahuje výhradně na testy provedené na konkrétních položkách předložených výrobcem či jakoukoli jinou stranu, které jsou popsány na straně jedné této zprávy. Odpovědností výrobce a / nebo vývojáře jednotlivých položek předložených v žádosti je získat a udržovat všechny potřebné herní licence v každé jurisdikci, ve kterých podniká, včetně státních a kmenových jurisdikcí všude, kde je třeba. Jakékoliv elektrostatické zkušební metody používané GLI Europe jsou určeny pouze k simulaci techniky pozorované v oblasti používané k pokusu o narušení integrity elektronických hracích strojů. V průběhu testování, GLI Europe kontroluje značky, symboly nebo doklady, které prokazují, že zařízení prošlo testováním shody ohledně bezpečnosti výrobků nebo, v případě potřeby, ohledně plnění normy RoHS. GLI Europe rovněž provádí zběžnou kontrolu informací doprovázejících předložené položky tam, kde je to možné a pokud je to stanoveno, pro důkaz toho, že zboží se podrobilo testování shody pro elektromagnetické rušení (EMI), vysokofrekvenční rušení (RFI), magnetické interference a testování na reakce na rozlité kapaliny, výkyvy elektrického napětí, elektrostatickou odolnost, elektromagnetickou kompatibilitu a okolní podmínky. Dodržování takových předpisů týkajících se výše uvedeného testování je výhradní odpovědností výrobce a / nebo vývojáře jednotlivých předložených položek; GLI Europe nenesе žádnou odpovědnost, nečiní žádná prohlášení a nenesе žádnou odpovědnost s ohledem na veškeré neherní testování. Podrobné informace o použitých zkušebních metodách, vyloučených testovacích položkách, a aktuální údaje, které ukazují výsledky testování, jsou k dispozici příjemci na základě písemné žádosti.

GLI EUROPE ZARUČUJE PŘÍJEMCI, ŽE VEŠKERÉ SLUŽBY POSKYTOVANÉ GLI EUROPE PODLE TÉTO SMLOUVY BYLY PROVEDENY V SOULADU SE ZAVEDENÝMI A UZNÁVANÝMI ZKUŠEBNÍMI POSTUPY A SE NÁLEŽITOU PÉČÍ PODLE PLATNÝCH ZÁKONŮ. GLI EUROPE NEČINÍ A VÝSLOVNĚ ODMÍTÁ VŠECHNA OSTATNÍ PROHLÁŠENÍ JAKÉHOKOLIV DRUHU, VYJÁDŘENÉ NEBO PŘEDPOKLÁDANÉ, VČETNĚ TĚCH BEZ OMEZENÍ ZÁRUK NEPORUŠENÍ PRÁV, OBCHODOVATELNOSTI, VHODNOSTI ČI ZPŮSOBILOSTI PRO URČITÝ ÚČEL. BEZ JAKÉHOKOLI OMEZENÍ PŘEDCHÁZEJÍCÍHO A ZA ŽÁDNÝCH OKOLNOSTÍ BY CERTIFIKACE ZALOŽENÁ NA TÉTO ZPRÁVĚ NEMĚLA BÝT VYKLÁDÁNA TAK, ŽE IMZ NÍ NELZE VYVODIT ŽÁDNOU PODPORU NEBO ZÁRUKU TÝKAJÍCÍ SE FUNKČNOSTI, KVALITY NEBO VÝKONNOSTI HARDWARU NEBO SOFTWARE PŘEDMĚTU A ŽÁDNÁ OSOBA NEBO STRANA NESMÍ TVRDIT NEBO VZNĚST COKOLI PROTI. ODPOVĚDNOST A POVINNOSTI GLI EUROPE PODLE TÉTO SMLOUVY A NÁPRAVNÁ OPATŘENÍ PŘÍJEMCE, NA ZÁKLADĚ NEBO V SOUVISLOSTI S TOUTO SMLOUVOU BUDOU OMEZENA, DLE UVÁŽENÍ GLI EUROPE, PŘIČEMŽ BUDE PROVEDENA VÝMĚNA POSKYTOVANÝCH SLUŽEB NEBO VRÁCENÍ JAKÉKOLI ČÁSTKY SPOLEČNOSTÍ GLI EUROPE, KTEROU PŘIJALA ZA POSKYTOVANÉ SLUŽBY. GLI EUROPE NENÍ V ŽÁDNÉM PŘÍPADĚ ODPOVĚDNÁ PŘÍJEMCI NEBO JAKÉKOLI TŘETÍ STRANĚ ZA JAKÉKOLI NÁSLEDNÉ, NÁHODNÉ, PŘÍMÉ, NEPŘÍMÉ NEBO ZVLÁŠTNÍ ŠKODY, VČETNĚ NEOMEZENÁ POŠKOZENÍ KVŮLI ZTRACENÝM ZISKŮM NEBO PŘÍJMŮM, KVŮLI PŘERUŠENÍ PODNIKÁNÍ NEBO NEBO NÁSLEDNÉ ŠKODY, PŘESTOŽE BYLA POUČENA O POTENCIÁLU PRO TAKOVÉ ŠKODY, POKUD TAKOVÉ ŠKODY VZNIKNOU Z DOHODY, NEDBALOSTI, DELIKTEM, DLE USTANOVENÍ, KVŮLI ZISKU, KVŮLI ZÁKONU NEBO JINAK. VŠECHNA PRÁVA A NÁROKY TŘETÍCH STRAN TÝKAJÍCÍ SE PRODUKTŮ A SLUŽEB, KTERÉ

JSOU JSOU PŘEDMĚTEM CERTIFIKACE ZAVEDENÉ TÍMTO DOKUMENTEM, MUSÍ BÝT VE VÝLUČNÉ PRAVOMOCI PŘÍJEMCE A GLI EUROPE VÝSLOVNĚ ODMÍTÁ ZODPOVĚDNOST V SOUVISLOSTI S PRÁVY A OPRAVNÝMI PROSTŘEDKY TAKOVÉ TŘETÍ STRANY. GLI EUROPE A PŘÍJEMCE SOUHLASÍ S TÍM, ŽE SLUŽBY POSKYTOVANÉ GLI EUROPE PODLE TÉTO SMLOUVY NEMOHOU BÝT POSKYTNUTY SPOLEČNOSTÍ GLI EUROPE ZA PODMÍNEK STANOVENÝCH DOKUMENTACÍ BEZ ZVÝŠENÍ NÁKLADŮ POŘÍZENÍ, POKUD BYLA SPOLEČNOST GLI EUROPE POŽÁDÁNA O POSKYTNUTÍ JAKÉKOLI DALŠÍ ZÁRUKY KE STÁVAJÍCÍ NEBO KROMĚ STÁVAJÍCÍ NEBO BYLA POVINNA NĚST JAKOUKOLI ODPOVĚDNOST PŘESAHOJÍCÍ VÝŠE UVEDENOU.

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## **Europe BV Terms and Conditions (Greek)**

### **Όροι και Προϋποθέσεις**

Η παρούσα Αναφορά εκδίδεται αποκλειστικά προς όφελος του Πελάτη και για χρήση αποκλειστικά και μόνο εντός της συγκεκριμένης δικαιοδοσίας ή σύμφωνα με τα πρότυπα που ορίζονται στην παρούσα Αναφορά. Η παρούσα Αναφορά δεν ισχύει για οποιονδήποτε λόγο για κανένα άλλο άτομο ή οντότητα πέραν του Πελάτη, συμπεριλαμβανομένου, χωρίς περιορισμό, του κατασκευαστή ή σχεδιαστή των στοιχείων, άλλου εργαστηρίου που δεν αποτελεί μέρος της GLI ή ρυθμιστικής αρχής που δεν ορίζεται στην Αναφορά («Τρίτο Μέρος»).

Κάθε αναφορά που παράγεται από τη GLI αποτελεί ιδιοκτησία της GLI και του Πελάτη, επειδή περιλαμβάνει απόρρητες πληροφορίες εμπορικής αξίας, η αποκάλυψη των οποίων σε τρίτα μέρη θα μπορούσε να επηρεάσει αρνητικά τόσο τη GLI όσο και τον Πελάτη. Παρομοίως, κάθε απόρρητη πληροφορία παρέχεται ως τέτοια, υπό την αυστηρή προϋπόθεση ότι απαγορεύεται η ανατύπωση, αναπαραγωγή ή μεταβίβαση οποιουδήποτε μέρους αυτής σε τρίτα μέρη τα οποία δεν συνυπέγραψαν την αρχική σύμβαση χωρίς την έγγραφη συγκατάθεση των Μερών. Ειδικότερα, απαγορεύεται η αποκάλυψη σε οποιοδήποτε άτομο ή οργανισμό που ενδέχεται να βρίσκεται σε ανταγωνιστική θέση έναντι των Μερών χωρίς την έγγραφη συγκατάθεση του επηρεαζόμενου Μέρους. Η παρούσα δοκιμή η οποία εκτελέστηκε από τη GLI αποτελεί ιδιοκτησία της GLI ή/και των διαφόρων ρυθμιστικών αρχών. Απαγορεύεται η χρήση, επίκληση ή αναφορά από τρίτα μέρη σε οποιαδήποτε αναφορά αξιολόγησης, έκθεση δοκιμής, έγγραφο πιστοποίησης ή αποτέλεσμα δοκιμής της GLI χωρίς την έγγραφη συγκατάθεση της GLI και της αντίστοιχης ρυθμιστικής αρχής. Με την επιφύλαξη των ανωτέρω, επιτρέπεται στα Μέρη η αποκάλυψη των απόρρητων πληροφοριών εάν ζητηθεί από τις ρυθμιστικές αρχές βάσει των ισχυόντων νόμων και κανονισμών της εκάστοτε δικαιοδοσίας ή κατόπιν εντολής αρμόδιου Δικαστηρίου με σχετική δικαιοδοσία. Ωστόσο, τα Μέρη συμφωνούν σε κάθε περίπτωση να ενημερώνουν αμέσως το έτερο μέρος για τέτοιου είδους αιτήματα.

Με την επιφύλαξη των ανωτέρω, κάθε ρυθμιστική αρχή διατηρεί το δικαίωμα ανατύπωσης, αναπαραγωγής και μεταβίβασης κάθε εγγράφου ή πληροφορίας σε οποιοδήποτε μέρος η ρυθμιστική αρχή κρίνει κατάλληλο κατά τη διακριτική της ευχέρεια.

Απαγορεύεται οποιαδήποτε αναπαραγωγή της παρούσας αναφοράς, παρά μόνο σε πλήρη μορφή, χωρίς την έγκριση της GLI Europe και του Παραλήπτη (-ών).



Η πιστοποίηση που εδραιώνεται μέσω της παρούσας αναφοράς ισχύει αποκλειστικά για τις δοκιμές που διεξάγονται για τα συγκεκριμένα στοιχεία που υποβλήθηκαν από τον κατασκευαστή ή οποιοδήποτε άλλο μέρος, τα οποία περιγράφονται στη σελίδα ένα της παρούσας αναφοράς. Εναπόκειται στην ευθύνη του κατασκευαστή ή/και του σχεδιαστή των υποβληθέντων στοιχείων να αιτηθεί, αποκτήσει και διατηρήσει όλες τις απαραίτητες άδειες παιχνιδιών σε κάθε δικαιοδοσία με την οποία συνεργάζεται, συμπεριλαμβανομένων των δικαιοδοσιών πολιτείας και φυλής, κατά περίπτωση. Οποιαδήποτε μέθοδος δοκιμής ηλεκτροστατικής εκφόρτισης που χρησιμοποιείται από την GLI Europe έχει ως στόχο μόνο να προσομοιώσει τεχνικές που παρατηρούνται στο πεδίο και που έχουν χρησιμοποιηθεί ως απόπειρα διακοπής της ακεραιότητας των Ηλεκτρονικών Παιχνιδομηχανών. Κατά τη διάρκεια της δοκιμής, η GLI Europe διεξάγει έλεγχο για ενδείξεις, σύμβολα ή έγγραφα που υποδεικνύουν ότι μία συσκευή έχει υποβληθεί σε δοκιμή συμμόρφωσης ως προς την ασφάλεια του προϊόντος ή ως προς τις απαιτήσεις RoHS. Η GLI Europe διεξάγει επίσης, ένα γρήγορο έλεγχο των πληροφοριών που συνοδεύουν τα στοιχεία που υποβάλλονται, εφόσον είναι δυνατό και όταν αυτά παρέχονται, προς απόδειξη ότι τα εν λόγω στοιχεία έχουν περάσει από δοκιμή συμμόρφωσης για Ηλεκτρομαγνητική Παρεμβολή (EMI), Παρεμβολή Ραδιοσυχνοτήτων (RFI), Μαγνητική Παρεμβολή, Διαρροές Υγρών, Διακυμάνσεις Ισχύος, Ηλεκτροστατική Εκφόρτιση, Ηλεκτρομαγνητική Συμβατότητα και Περιβαλλοντικές συνθήκες. Η συμμόρφωση με οποιονδήποτε από τους εν λόγω κανονισμούς που σχετίζονται με την προαναφερθείσα δοκιμή αποτελεί αποκλειστική ευθύνη του κατασκευαστή ή/και του σχεδιαστή των στοιχείων που έχουν υποβληθεί. Η GLI Europe δεν αποδέχεται καμία ευθύνη, δεν κάνει καμία δήλωση και αποποιείται οποιασδήποτε ευθύνης όσον αφορά τέτοιου είδους δοκιμές που δεν σχετίζονται με παιχνίδια. Οι λεπτομέρειες των μεθόδων δοκιμής που χρησιμοποιήθηκαν, εκτός των δοκιμών, και τα τρέχοντα δεδομένα που παρουσιάζουν τα αποτελέσματα των δοκιμών είναι διαθέσιμα στον(στους) Παραλήπτη(-ες) κατόπιν γραπτής αίτησης.

Η GLI EUROPE ΕΓΓΥΑΤΑΙ ΣΤΟΝ ΠΑΡΑΛΗΠΤΗ ΟΤΙ ΟΛΕΣ ΟΙ ΥΠΗΡΕΣΙΕΣ ΠΟΥ ΠΑΡΕΧΟΝΤΑΙ ΑΠΟ ΤΗ GLI EUROPE ΔΥΝΑΜΕΙ ΤΟΥ ΠΑΡΟΝΤΟΣ ΕΧΟΥΝ ΔΙΕΞΑΧΘΕΙ ΣΥΜΦΩΝΑ ΜΕ ΤΙΣ ΕΔΡΑΙΩΜΕΝΕΣ ΚΑΙ ΑΝΑΓΝΩΡΙΣΜΕΝΕΣ ΔΙΑΔΙΚΑΣΙΕΣ ΔΟΚΙΜΗΣ ΚΑΙ ΜΕ ΤΗ ΣΥΝΗΘΗ ΕΠΙΜΕΛΕΙΑ ΣΥΜΦΩΝΑ ΜΕ ΤΟΥΣ ΙΣΧΥΟΝΤΕΣ ΝΟΜΟΥΣ. Η GLI EUROPE ΔΕΝ ΠΑΡΕΧΕΙ ΚΑΙ ΑΠΟΠΟΙΕΙΤΑΙ ΡΗΤΩΣ ΟΠΟΙΑΔΗΠΟΤΕ ΑΛΛΗ ΕΓΓΥΗΣΗ, Η ΟΠΟΙΑ ΕΧΕΙ ΕΚΦΡΑΣΤΕΙ Ή ΥΠΟΔΗΛΩΘΕΙ, ΣΥΜΠΕΡΙΛΑΜΒΑΝΟΜΕΝΗΣ, ΧΩΡΙΣ ΠΕΡΙΟΡΙΣΜΟΥΣ, ΚΑΘΕ ΕΓΓΥΗΣΗΣ ΜΗ ΠΑΡΑΠΟΙΗΣΗΣ, ΕΜΠΟΡΕΥΣΙΜΟΤΗΤΑΣ Ή ΚΑΤΑΛΛΗΛΟΤΗΤΑΣ ΓΙΑ ΣΥΓΚΕΚΡΙΜΕΝΟ ΣΚΟΠΟ. ΧΩΡΙΣ ΠΕΡΙΟΡΙΣΜΟ ΩΣ ΠΡΟΣ ΤΑ ΑΝΩΤΕΡΩ, Η ΠΙΣΤΟΠΟΙΗΣΗ ΠΟΥ ΕΔΡΑΙΩΝΕΤΑΙ ΜΕ ΤΗΝ ΠΑΡΟΥΣΑ ΑΝΑΦΟΡΑ ΔΕΝ ΠΡΕΠΕΙ ΣΕ ΚΑΜΙΑ ΠΕΡΙΠΤΩΣΗ ΝΑ ΕΡΜΗΝΕΥΤΕΙ ΟΤΙ ΥΠΟΔΗΛΩΝΕΙ ΟΠΟΙΑΔΗΠΟΤΕ ΠΡΟΣΘΕΤΗ ΠΡΑΞΗ Ή ΕΓΓΥΗΣΗ ΣΧΕΤΙΚΑ ΜΕ ΤΗ ΛΕΙΤΟΥΡΓΙΚΟΤΗΤΑ, ΤΗΝ ΠΟΙΟΤΗΤΑ Ή ΤΗΝ ΑΠΟΔΟΣΗ ΤΟΥ ΥΠΟΚΕΙΜΕΝΟΥ ΥΛΙΚΟΥ Ή ΛΟΓΙΣΜΙΚΟΥ ΚΑΙ ΚΑΝΕΝΑ ΑΤΟΜΟ Ή ΟΜΑΔΑ ΔΕΝ ΘΑ ΔΗΛΩΣΕΙ Ή ΥΠΟΔΗΛΩΣΕΙ ΟΤΙΔΗΠΟΤΕ ΑΝΤΙΘΕΤΟ. Η ΕΥΘΥΝΗ ΚΑΙ ΟΙ ΥΠΟΧΡΕΩΣΕΙΣ ΤΗΣ GLI EUROPE ΔΥΝΑΜΕΙ ΤΟΥ ΠΑΡΟΝΤΟΣ ΚΑΙ Η ΑΠΟΖΗΜΙΩΣΗ ΤΟΥ ΠΑΡΑΛΗΠΤΗ ΥΠΟ Ή ΣΕ ΣΧΕΣΗ ΜΕ ΤΗΝ ΠΑΡΟΥΣΑ ΣΥΜΦΩΝΙΑ ΘΑ ΠΕΡΙΟΡΙΖΟΝΤΑΙ, ΚΑΤ' ΕΠΙΛΟΓΗ ΤΗΣ GLI EUROPE, ΣΤΗΝ ΑΝΤΙΚΑΤΑΣΤΑΣΗ ΤΩΝ ΠΑΡΕΧΟΜΕΝΩΝ ΥΠΗΡΕΣΙΩΝ Ή ΤΗΝ ΑΠΟΖΗΜΙΩΣΗ ΑΠΟ ΤΗΝ GLI EUROPE ΤΟΥ

ΠΟΣΟΥ ΠΟΥ ΕΧΕΙ ΛΗΦΘΕΙ ΓΙΑ ΤΙΣ ΠΑΡΕΧΟΜΕΝΕΣ ΥΠΗΡΕΣΙΕΣ. ΣΕ ΚΑΜΙΑ ΠΕΡΙΠΤΩΣΗ Η ΓΛΙ EUROPE ΔΕ ΘΑ ΘΕΩΡΗΘΕΙ ΥΠΕΥΘΥΝΗ ΑΠΟ ΤΟΝ ΠΑΡΑΛΗΠΤΗ Ή ΑΠΟ ΚΑΠΟΙΟ ΤΡΙΤΟ ΜΕΡΟΣ ΓΙΑ ΟΠΟΙΑΔΗΠΟΤΕ ΑΠΟΘΕΤΙΚΗ, ΘΕΤΙΚΗ, ΑΜΕΣΗ, ΕΜΜΕΣΗ Ή ΕΙΔΙΚΗ ΖΗΜΙΑ, ΣΥΜΠΕΡΙΛΑΜΒΑΝΟΜΕΝΗΣ ΧΩΡΙΣ ΠΕΡΙΟΡΙΣΜΟ ΤΗΣ ΖΗΜΙΑΣ ΠΟΥ ΕΧΕΙ ΩΣ ΑΠΟΤΕΛΕΣΜΑ ΔΙΑΦΥΓΟΝ ΚΕΡΔΟΣ Ή ΑΠΩΛΕΣΘΕΝΤΑ ΕΣΟΔΑ, ΔΙΑΚΟΠΗ ΕΡΓΑΣΙΩΝ Ή ΑΠΟΖΗΜΙΩΣΗ ΜΕ ΧΑΡΑΚΤΗΡΑ ΠΟΙΝΗΣ, ΑΚΟΜΗ ΚΑΙ ΑΝ Η ΓΛΙ EUROPE ΕΙΧΕ ΠΛΗΡΟΦΟΡΗΘΕΙ ΓΙΑ ΤΟ ΕΝΔΕΧΟΜΕΝΟ ΤΕΤΟΙΑΣ ΖΗΜΙΑΣ ΚΑΙ ΕΙΤΕ Η ΕΝ ΛΟΓΩ ΖΗΜΙΑ ΠΡΟΚΥΠΤΕΙ ΑΠΟ ΤΗ ΣΥΜΒΑΣΗ, ΑΠΟ ΑΜΕΛΕΙΑ, ΑΠΟ ΑΔΙΚΟΠΡΑΞΙΑ, ΑΠΟ ΤΟΥΣ ΚΑΝΟΝΙΣΜΟΥΣ, ΑΠΟ ΑΜΕΡΟΛΗΨΙΑ, ΑΠΟ ΤΟ ΝΟΜΟ Ή ΜΕ ΟΠΟΙΟΝΔΗΠΟΤΕ ΑΛΛΟ ΤΡΟΠΟ. ΚΑΘΕ ΔΙΚΑΙΩΜΑ ΚΑΙ ΑΠΟΖΗΜΙΩΣΗ ΤΡΙΤΩΝ ΜΕΡΩΝ ΠΟΥ ΣΧΕΤΙΖΕΤΑΙ ΜΕ ΤΑ ΠΡΟΪΟΝΤΑ ΚΑΙ ΤΙΣ ΥΠΗΡΕΣΙΕΣ ΠΟΥ ΑΠΟΤΕΛΟΥΝ ΤΟ ΘΕΜΑ ΤΗΣ ΠΙΣΤΟΠΟΙΗΣΗΣ ΠΟΥ ΕΔΡΑΙΩΝΕΤΑΙ ΜΕ ΤΗΝ ΠΑΡΟΥΣΑ ΑΝΑΦΟΡΑ ΘΑ ΑΠΟΤΕΛΕΙ ΑΠΟΚΛΕΙΣΤΙΚΗ ΕΥΘΥΝΗ ΤΟΥ ΠΑΡΑΛΗΠΤΗ ΚΑΙ Η ΓΛΙ EUROPE ΑΠΟΠΟΙΕΙΤΑΙ ΡΗΤΩΣ ΟΠΟΙΑΣΔΗΠΟΤΕ ΕΥΘΥΝΗΣ ΣΕ ΣΧΕΣΗ ΜΕ ΤΕΤΟΙΑ ΔΙΚΑΙΩΜΑΤΑ ΚΑΙ ΑΠΟΖΗΜΙΩΣΕΙΣ ΤΡΙΤΩΝ. Η ΓΛΙ EUROPE ΚΑΙ Ο ΠΑΡΑΛΗΠΤΗΣ ΑΝΑΓΝΩΡΙΖΟΥΝ ΚΑΙ ΣΥΜΦΩΝΟΥΝ ΟΤΙ ΟΙ ΠΑΡΕΧΟΜΕΝΕΣ ΥΠΗΡΕΣΙΕΣ ΑΠΟ ΤΗ ΓΛΙ EUROPE ΔΥΝΑΜΕΙ ΤΟΥ ΠΑΡΟΝΤΟΣ ΔΕΝ ΘΑ ΜΠΟΡΟΥΣΑΝ ΝΑ ΠΑΡΑΣΧΕΘΟΥΝ ΑΠΟ ΤΗ ΓΛΙ EUROPE ΣΥΜΦΩΝΑ ΜΕ ΤΟΥΣ ΟΡΟΥΣ ΤΟΥ ΠΑΡΟΝΤΟΣ ΧΩΡΙΣ ΑΥΞΗΣΗ ΤΟΥ ΚΟΣΤΟΥΣ, ΕΑΝ Η ΓΛΙ EUROPE ΕΠΡΕΠΕ ΝΑ ΠΑΡΕΧΕΙ ΠΡΟΣΘΕΤΕΣ Ή ΑΝΤ' ΑΥΤΟΥ ΕΓΓΥΗΣΕΙΣ, Ή ΕΠΡΕΠΕ ΝΑ ΑΝΑΛΑΒΕΙ ΟΠΟΙΑΔΗΠΟΤΕ ΕΠΙΠΛΕΟΝ ΕΥΘΥΝΗ ΩΣ ΠΡΟΣ ΤΑ ΑΝΩΤΕΡΩ.

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Секој извештај произведен од страна на ГЛИ е сопственост на ГЛИ и Клиентот, бидејќи содржи доверливи информации од комерцијална вредност, чија изложеност на трети лица може негативно да влијае и на ГЛИ и на клиентот. Соодветно на тоа, таквите доверливи информации се доставуваат во доверба, под строг услов дека ниеден дел од нив нема да биде печатен ниту репродуциран ниту пренесен на трети лица надвор од основниот договор без претходна писмена согласност на Договорните страни. Посебно, тие нема да бидат изложени на било кое лице или организација која може да биде во конкуренција со било која од Договорните страни без претходно писмено одобрение од таа Договорна страна. Тестирањето изведено од страна на ГЛИ е во сопственост на ГЛИ и/или на различни регулатори. Ниедна трета страна не смее да го користи, да се потпира или да се упатува на евалуацискиот извештај, на извештајот од тестирањето, на сертификацискиот документ или на резултатите од тестот на ГЛИ, без писмена дозвола од ГЛИ и од соодветниот регулатор. Како исклучок на горенаведеното, Договорните страни може да откриваат доверливи информации, ако е побарано да го сторат тоа од регулаторните агенции, во согласност со законите и прописите на соодветната надлежност или по налог на соодветно означениот Суд од соодветната надлежност. Како и да е, во секој случај Договорните страни се согласуваат веднаш да ја известат другата страна за таквото барање.

И покрај горенаведеното, било кој регулатор може да го препечатува, репродуцира и емитува било кој документ или информација на која било страна за која регулаторот, во нивна сопствена дискреција, смета дека е соодветна.

Овој Извештај не треба да се репродуцира, освен во целост, без одобрување од ГЛИ Европа и Примателот(ите).

Било која сертификација утврдена со овој извештај се однесува исклучиво на тестовите спроведени на конкретните доставени предмети, од страна на производителот или која било друга страна, кои се опишани на првата страница од овој извештај. Одговорност на производителот и/или на развивачот на доставените предмети е да аплицираат, да ја добијат или да ја одржат сета потребна сертификација за игрите во секоја јурисдикција во која тие работат, вклучувајќи ги и државните и племенските јурисдикции, каде што тоа е применливо. Сите електростатички методи за тестирање кои се користат од страна на ГЛИ Европа се наменети само за да се симулираат техниките забележани во областа која се користи за да се направи обид да се наруши интегритетот на електронските гејминг уреди. За време на тестирањето, ГЛИ Европа прави проверки на знаците, симболите или документите кои укажуваат дека уредот бил тестиран за безбедност или за RoHS усогласеност, ако тоа е потребно. ГЛИ Европа, исто така, врши површно разгледување на информациите кои ги придржуваат доставените предмети, каде што е тоа можно и кога истите се достапни, за доказ дека предметите биле подложени на тестирање за согласност за електромагнетни пречки (ЕМИ), радиофреквенциски пречки (РФИ), магнетни пречки, течни разливи, флукуации на струјата, електростатички имунитет, електромагнетна компатибилност и услови на средината. Усогласеноста со сите регулативи од овој вид во врска со гореспоменатите тестирања единствено е одговорност на производителот и/или развивачот на доставените предмети; ГЛИ Европа не прифаќа одговорност, не прави никаква репрезентации и се одрекува од секаква обврска во однос на сите такви негејмерски тестирања. Деталите за користените методи на тестирање, исклучувајќи го тестирањето, и вистинските податоци кои ги покажуваат резултатите од тестирањето се на располагање на Примателот(ите) на писмено барање.

ГЛИ ЕВРОПА МУ ГАРАНТИРА НА ПРИМАТЕЛОТ ДЕКА СИТЕ УСЛУГИ КОИ ГИ НУДИ ГЛИ ЕВРОПА И СЕ ПРИКАЖАНИ ОВДЕ СЕ ИЗВРШЕНИ ВО СОГЛАСНОСТ СО ВОСПОСТАВЕНИТЕ И ПРИЗНАЕНИ ПРОЦЕДУРИ НА ТЕСТИРАЊЕ И СО РАЗУМНА ГРИЖА ВО СОГЛАСНОСТ СО ВАЖЕЧКИТЕ ЗАКОНИ. ГЛИ ЕВРОПА НЕ ПРАВИ И ИЗРИЧНО ГИ ОТФРЛА СИТЕ ДРУГИ ГАРАНЦИИ ОД БИЛО КАКОВ ВИД, ИСКАЖАНИ ИЛИ ИМПЛИЦИРАНИ, ВКЛУЧУВАЈЌИ ГИ, БЕЗ ОГРАНИЧУВАЊЕ, СИТЕ ГАРАНЦИИ НА НЕПРЕКРШУВАЊЕ, МОЖНОСТ ЗА ТРГУВАЊЕ, СООДВЕТНОСТ ИЛИ ПРИЛАГОДУВАЊА ЗА ОДРЕДЕНА ЦЕЛ. БЕЗ ОГРАНИЧУВАЊЕ НА БИЛО ШТО ОД ГОРЕНАВЕДЕНОТО, ПОД НИКАКВИ УСЛОВИ ОВАА СЕРТИФИКАЦИЈА УТВРДЕНА СО ОВОЈ ИЗВЕШТАЈ НЕ СМЕЕ ДА СЕ ТОЛКУВА КАКО ОДОБРУВАЊЕ ИЛИ ГАРАНЦИЈА ВО ВРСКА СО ФУНКЦИОНАЛНОСТА, КВАЛИТЕТОТ ИЛИ ИЗВЕДБАТА НА ХАРДВЕРОТ ИЛИ СОФТВЕРОТ НА СУБЈЕКТОТ И НИЕДНА ЛИЧНОСТ ИЛИ СТРАНА НЕ СМЕЕ ДА НАВЕДЕ ИЛИ ДА ИМПЛИЦИРА НА СПРОТИВНОТО. ОДГОВОРНОСТА И ОБВРСКИТЕ НА ГЛИ ЕВРОПА, ПРИКАЖАНИ ОВДЕ, И ВО ОВОЈ СЛУЧАЈ ПРИМАТЕЛОТ, СПОРЕД ИЛИ ВО ВРСКА СО ОВОЈ ДОГОВОР ЌЕ БИДАТ ОГРАНИЧЕНИ НА, ПО ОПЦИЈА НА ГЛИ ЕВРОПА, ЗАМЕНА НА ИЗВРШЕНИТЕ УСЛУГИ ИЛИ РЕФУНДИРАЊЕ ОД СТРАНА НА ГЛИ ЕВРОПА НА БИЛО КАКВИ ПАРИ ДОБИЕНИ ОД ТОА ЗА ИЗВРШЕНИТЕ УСЛУГИ. ВО НИКОЈ СЛУЧАЈ ГЛИ ЕВРОПА НЕМА ДА БИДЕ ОДГОВОРЕН ЗА ПРИМАТЕЛОТ ИЛИ БИЛО КОЈА

ТРЕТА СТРАНА ЗА КАКВИ БИЛО ПОСЛЕДОВАТЕЛНИ, ИНЦИДЕНТНИ, ДИРЕКТНИ, ИНДИРЕКТНИ ИЛИ ПОСЕБНИ ОШТЕТУВАЊА, ВКЛУЧУВАЈЌИ ГИ БЕЗ ОГРАНИЧУВАЊЕ ОШТЕТУВАЊАТА ЗАРАДИ ЗАГУБА НА ПРОФИТОТ ИЛИ ПРИХОДИТЕ, ЗАСТОЈОТ ВО ДЕЛОВНОТО РАБОТЕЊЕ ИЛИ КАЗНЕНИТЕ ОШТЕТУВАЊА, ДУРИ И АКО ГЛИ ЕВРОПА СЕ ИЗВЕСТЕНИ ЗА ТАКВИТЕ ПОТЕНЦИЈАЛНИ ШТЕТИ И ДАЛИ ТАКВИТЕ ШТЕТИ СЕ ПОЈАВУВААТ КАКО ДЕЛ ОД ДОГОВОРОТ, НЕБРЕЖНОСТА, НЕИЗВРШУВАЊЕТО НА ОБВРСКИТЕ, СПОРЕД СТАТУТОТ, ВО КАПИТАЛОТ, ПО ЗАКОН ИЛИ НА ДРУГ НАЧИН. СИТЕ ПРАВА И ПРАВНИ СРЕДСТВА НА ТРЕТИ СТРАНИ КОИ СЕ ОДНЕСУВААТ НА ПРОИЗВОДИТЕ И УСЛУГИТЕ КОИ СЕ ПРЕДМЕТ НА СЕРТИФИКАЦИЈАТА УТВРДЕНА СО ОВОЈ ИЗВЕШТАЈ Е ИСКЛУЧИВА ОДГОВОРНОСТ НА ПРИМАТЕЛОТ И ГЛИ ЕВРОПА ИЗРЕЧНО СЕ ОГРАДУВА ОД БИЛО КАКВА ОДГОВОРНОСТ ВО ВРСКА СО ТАКВИТЕ ПРАВА И ПРАВНИ СРЕДСТВА НА ТРЕТИ СТРАНИ. ГЛИ ЕВРОПА И ПРИМАТЕЛОТ ГИ ПРИФАЌААТ И СЕ СОГЛАСУВААТ ДЕКА ОБЕЗБЕДЕНИТЕ УСЛУГИ ОД СТРАНА НА ГЛИ ЕВРОПА, ПРИКАЖАНИ ОВДЕ, НЕ МОЖЕ ДА БИДАТ ДАДЕНИ ОД СТРАНА НА ГЛИ ЕВРОПА ПОД ПРЕДВИДЕНИТЕ УСЛОВИ БЕЗ ЗГОЛЕМУВАЊЕ НА ТРОШОЦИТЕ, АКО ОД ГЛИ ЕВРОПА СЕ БАРА ДА ОБЕЗБЕДИ КАКВИ БИЛО ГАРАНЦИИ КАКО ДОПОЛНУВАЊЕ, ИЛИ КАКО ЗАМЕНА, ИЛИ И Е ПОБАРАНО ДА ПРЕЗЕМЕ ОДГОВОРНОСТ ПОГОЛЕМА ОД ГОРЕНАВЕДЕНОТО.

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## **Europe BV Terms and Conditions (Polish)**

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Wszelkie raporty przygotowane przez GLI są własnością GLI i Klienta, ponieważ zawierają poufne informacje o wartości handlowej, których ujawnienie osobom trzecim mogłoby mieć negatywny wpływ zarówno na GLI, jak i na Klienta. W związku z powyższym takie poufne informacje są dostarczane w tajemnicy, pod bezwzględny warunek, że żadna ich część nie zostanie przedrukowana, powielona lub przesyłana podmiotom niebędącym stronami pierwotnej umowy bez uprzedniej pisemnej zgody Stron. W szczególności nie będą one ujawniane żadnej innej osobie lub organizacji, która może stanowić konkurencję dla dowolnej ze Stron bez uprzedniej pisemnej zgody tej Strony. Badania przeprowadzone przez GLI są własnością GLI lub różnych organów regulacyjnych. Żadna osoba trzecia nie może korzystać z poniżej wymienionych dokumentów, powoływać się na nie lub się do nich odwoływać bez pisemnej zgody GLI i odpowiedniego organu regulacyjnego. Dokumenty te obejmują raport z oceny GLI, raporty z badań, dokumentację certyfikacji lub wyniki badań. Niezależnie od powyższego, Strony mogą ujawniać informacje poufne, jeżeli jest to wymagane przez organy regulacyjne, zgodnie z obowiązującymi w danej jurysdykcji regulacjami i przepisami prawa lub w wyniku nakazu prawidłowo wyznaczonego sądu w odpowiedniej jurysdykcji. Jednak w każdym przypadku Strony zgadzają się niezwłocznie powiadomić drugą stronę o takim wymogu.

Niezależnie od powyższego każdy organ regulacyjny może przedrukowywać, powielać i przekazywać każdej ze Stron dowolne dokumenty lub informacje uznane za odpowiednie według własnego uznania.

Niniejszy raport nie może być powielany w częściach (jest to możliwe wyłącznie w całości) bez zgody GLI Europe i Odbiorcy(-ów).

Wszelkie certyfikacje ustanowione na podstawie niniejszego raportu dotyczą wyłącznie badań przeprowadzonych na konkretnych badanych elementach przekazanych przez producenta lub inne osoby, które zostały opisane na pierwszej stronie niniejszego raportu. Obowiązkiem producenta lub twórcy przekazanych badanych elementów jest wystąpienie o wszystkie niezbędne koncesje na obsługę gier hazardowych, uzyskanie ich oraz utrzymanie w każdej jurysdykcji, w której prowadzą działalność, w tym w stosownych przypadkach koncesji państwowych i plemiennych. Wszelkie metody badań odporności na wyładowania elektrostatyczne stosowane przez GLI Europe służą wyłącznie do celów symulacji technik zaobserwowanych w terenie stosowanych w celu próby naruszenia integralności elektronicznych urządzeń do gier hazardowych. W trakcie badania GLI Europe sprawdza oznaczenia, symbole lub dokumenty wskazujące na to, że urządzenie przeszło testy bezpieczeństwa dla produktów lub testy zgodności z RoHS, jeśli jest to wymagane. GLI Europe wykonuje także pobieżny przegląd informacji dołączonych do przekazanych badanych elementów w miarę możliwości i kiedy takie informacje zostały zapewnione, na dowód, że te badane elementy przeszły testy zgodności z normami dotyczącymi odporności na zakłócenia elektromagnetyczne (EMI), zakłócenia o częstotliwości radiowej (RFI), zakłócenia magnetyczne, rozlanie cieczy i wahania napięcia oraz odporności na wyładowania elektrostatyczne, kompatybilności elektromagnetycznej i warunków środowiskowych. Zgodność ze wszelkimi takimi regulacjami związana z ww. badaniami stanowi wyłączną odpowiedzialność producenta lub twórcy przekazanych badanych elementów; GLI Europe nie przyjmuje żadnej odpowiedzialności, nie składa żadnych oświadczeń ani nie ponosi żadnej odpowiedzialności w odniesieniu do wszelkich takich badań niezwiązanych z branżą hazardową. Szczegóły dotyczące stosowanych metod badań, wykluczonych testów oraz rzeczywiste dane pokazujące wyniki badań są dostępne dla Odbiorcy(-ów) na ich pisemny wniosek.

GLI EUROPE GWARANTUJE ODBIORCY, ŻE WSZYSTKIE USŁUGI ŚWIADCZONE PRZEZ GLI EUROPE NA PODSTAWIE NINIEJSZEGO DOKUMENTU ZOSTAŁY WYKONANE ZGODNIE Z USTALONYMI I UZNANYMI METODAMI BADAŃ I Z NALEŻYTĄ STARANNOŚCIĄ ZGODNIE Z OBOWIĄZUJĄCYMI PRZEPISAMI PRAWA. GLI EUROPE NIE UDZIELA ŻADNEJ INNEJ GWARANCJI I WYRAŹNIE WYŁĄCZA SWOJĄ ODPOWIEDZIALNOŚĆ W TYM ZAKRESIE, W ODNIESIENIU DO GWARANCJI WYRAŹNEJ LUB DOROZUMIANEJ, W TYM MIĘDZY INNYMI GWARANCJI NIENARUSZALNOŚCI, POKUPNOŚCI, PRZYDATNOŚCI LUB ZDATNOŚCI DO OKREŚLONEGO CELU. BEZ OGRANICZENIA DLA POWYŻSZYCH ZAPISÓW, POD ŻADNYM POZOREM CERTYFIKACJA USTANOWIONA NA PODSTAWIE NINIEJSZEGO RAPORTU NIE MOŻE BYĆ INTERPRETOWANA JAKO WYRAŻENIE POPARCIA LUB UDZIELENIE GWARANCJI W ODNIESIENIU DO FUNKCJONALNOŚCI, JAKOŚCI LUB SKUTECZNOŚCI DZIAŁANIA PRZEDMIOTOWEGO SPRZĘTU LUB OPROGRAMOWANIA, I ŻADNA OSOBA LUB STRONA NIE MOŻE STWIERDZAĆ LUB SUGEROWAĆ CZEGOKOLWIEK INNEGO. ODPOWIEDZIALNOŚĆ I OBOWIĄZKI GLI EUROPE NA PODSTAWIE NINIEJSZEGO DOKUMENTU I ŚRODKI PRAWNE DOSTĘPNE DLA ODBIORCY NA PODSTAWIE NINIEJSZEJ UMOWY LUB W ZWIĄZKU Z NIĄ BĘDĄ OGRANICZONE DO WYBORU PRZEZ GLI EUROPE, DO PONOWNEGO WYKONANIA USŁUGI LUB ZWROTU PRZEZ GLI EUROPE WSZELKICH ŚRODKÓW PIENIĘŻNYCH OTRZYMANYCH ZA ŚWIADCZONE USŁUGI. W ŻADNYM

WYPADKU FIRMA GLI EUROPE NIE JEST ODPOWIEDZIALNA WOBEC ODBIORCY ANI ŻADNEJ STRONY TRZECIEJ ZA JAKIEKOLWIEK SZKODY WTÓRNE, PRZYPADKOWE, BEZPOŚREDNIE, POŚREDNIE LUB SPECJALNE, W TYM BEZ OGRANICZEŃ ZA SZKODY ZWIĄZANE Z UTRATĄ ZYSKÓW LUB DOCHODÓW, PRZERWĄ W PROWADZENIU DZIAŁALNOŚCI LUB ZA ODSZKODOWANIA SANKCYJNE, NAWET JEŚLI FIRMA GLI EUROPE ZOSTAŁA POINFORMOWANA O MOŻLIWOŚCI POWSTANIA TAKICH SZKÓD ORAZ NIEZALEŻNIE OD TEGO, CZY SZKODY TE POWSTAŁY W ZWIĄZKU Z UMOWĄ, ZANIEDBANIEM, CZYNEM NIEDOZWOLONYM, NA PODSTAWIE PRZEPISÓW PRAWA, PRAWA ZWYCZAJOWEGO LUB ZGODNIE Z ZASADĄ SŁUSZNOŚCI, LUB W INNY SPOSÓB. WSZYSTKIE PRAWA I ŚRODKI PRAWNE DOSTĘPNE DLA OSÓB TRZECICH DOTYCZĄCE PRODUKTÓW I USŁUG, KTÓRE SĄ PRZEDMIOTEM CERTYFIKACJI USTANOWIONEJ NA PODSTAWIE NINIEJSZEGO RAPORTU, STANOWIĄ WYŁĄCZNĄ ODPOWIEDZIALNOŚĆ ODBIORCY A GLI EUROPE WYRAŹNIE ZRZEKA SIĘ WSZELKIEJ ODPOWIEDZIALNOŚCI W ZWIĄZKU Z TYMI PRAWAMI OSÓB TRZECICH LUB DOSTĘPNYMI DLA NICH ŚRODKAMI PRAWNYMI. GLI EUROPE ORAZ ODBIORCA PRZYJMUJĄ DO WIADOMOŚCI I ZGADZAJĄ SIĘ, ŻE USŁUGI ŚWIADCZONE PRZEZ GLI EUROPE NA PODSTAWIE NINIEJSZEGO DOKUMENTU NIE MOGŁYBY BYĆ ŚWIADCZONE PRZEZ GLI EUROPE NA OKREŚLONYCH TU ZASADACH I WARUNKACH ORAZ BEZ WZROSTU KOSZTÓW W PRZYPADKU, GDYBY OD FIRMY GLI EUROPE WYMAGANE BYŁO UDZIELENIE DOWOLNEJ GWARANCJI W RAMACH UZUPEŁNIENIA, LUB W ZASTĘPSTWIE POWYŻEJ WYMIENIONYCH, LUB GDYBY WYMAGANE BYŁO OD NIEJ PONOSZENIE DODATKOWEJ ODPOWIEDZIALNOŚCI PRZEWYŻSZAJĄCEJ POWYŻSZE USTALENIA.

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## **Europe BV Terms and Conditions (Portuguese)**

### **Termos e condições**

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Qualquer certificação estabelecida neste relatório aplica-se exclusivamente aos testes conduzidos, nos itens específicos para o efeito, pelo fabricante ou por alguma outra parte, descritos na primeira página deste relatório. É da responsabilidade do fabricante dos itens solicitar, obter e manter qualquer certificação referente aos jogos em cada jurisdição na qual faz negócio, incluindo jurisdições estatais e tribais, se aplicável. Todos os métodos de teste eletrostáticos usados por GLI Europe pretendem simular as técnicas observadas em campo, usadas para tentar perturbar a integridade de dispositivos eletrônicos de jogo. Durante o teste, GLI Europe verifica se há as marcas, símbolos ou documentos que indiquem que um dispositivo foi submetido a um procedimento de segurança de produtos ou ao teste de conformidade RoHS, se necessário. GLI Europe também realiza uma revisão rápida da informação que acompanha os itens enviados, sempre que possível e quando precisa, para comprovar que os itens foram submetidos a testes de conformidade, testando interferência eletromagnética (IEM), interferência de radiofrequências (IRF), interferência magnética, derramamento de líquidos, oscilações de energia, imunidade eletrostática, compatibilidade eletromagnética e condições do meio ambiente. A conformidade com esses regulamentos relacionados com os testes acima mencionados são a única responsabilidade do fabricante dos itens; GLI Europe não aceita nenhuma responsabilidade, não faz nenhuma recomendação e nega qualquer responsabilidade com respeito a testes não referentes a jogos. Os detalhes dos métodos de teste usados, excluindo alguns testes e dados reais que mostrem que os resultados do teste, estão disponíveis para os destinatários se solicitado por escrito.

GLI EUROPE GARANTE AO DESTINATÁRIO QUE TODOS OS SERVIÇOS FORNECIDOS POR GLI EUROPE FORAM EXECUTADOS DE ACORDO COM PROCEDIMENTOS DE TESTE ESTABELECIDOS E RECONHECIDOS COM RAZOÁVEL CUIDADO DE ACORDO COM AS LEIS APLICÁVEIS. GLI EUROPE NÃO FAZ, E NEGA EXPRESSAMENTE, QUAISQUER OUTRAS GARANTIAS, EXPRESSADAS OU IMPLICADAS, INCLUINDO, SEM LIMITAÇÃO, TODAS AS GARANTIAS DE NÃO-VIOLAÇÃO, DE COMERCIALIZAÇÃO, DE ADEQUAÇÃO OU APTIDÃO PARA DETERMINADOS FINS. SEM PREJUÍZO DO DISPOSTO ANTERIORMENTE, SOB NENHUMA CIRCUNSTÂNCIA DEVE A CERTIFICAÇÃO ESTABELECIDA NESTE RELATÓRIO SER INTERPRETADA DE FORMA A IMPLICAR QUALQUER ENDOSSO OU GARANTIA A RESPEITO DA FUNCIONALIDADE, QUALIDADE OU DESEMPENHO DO SOFTWARE OU HARDWARE, E NENHUMA PESSOA OU PARTE PODERÁ SUGERIR OU IMPLICAR O CONTRÁRIO. A RESPONSABILIDADE E AS OBRIGAÇÕES DE GLI EUROPE, E A REPARAÇÃO POR PARTE DO DESTINATÁRIO, SOB OU EM RELAÇÃO A ESTE ACORDO SERÃO LIMITADOS À GLI EUROPE, NO CASO DE OUTRAS OPÇÕES, RECOLOCAÇÕES DE SERVIÇOS FORNECIDOS OU REEMBOLSO POR GLI EUROPE DO DINHEIRO RECEBIDO PELOS SERVIÇOS FORNECIDOS. EM CASO ALGUM A GLI EUROPE SERÁ RESPONSÁVEL PELO DESTINATÁRIO OU TERCEIROS FACE QUAISQUER DANOS RESULTANTES, INCIDENTAIS, DIRETOS, INDIRETOS OU ESPECIAIS, INCLUINDO LUCROS OU RENDIMENTOS PERDIDOS, SUSPENSÃO OU PENALIZAÇÕES, MESMO QUE A GLI EUROPE TENHA SIDO INFORMADA DA POSSIBILIDADE DE TAIS DANOS E SE TAIS DANOS SURTIREM EM LIGAÇÃO AO CONTRATO, POR NEGLIGÊNCIA OU DELITO, SEGUNDO DISPOSIÇÃO LEGAL E EQUIDADE DA LEI OU DE OUTRA FORMA. TODOS OS DIREITOS DE

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## **Europe BV Terms and Conditions (Romanian)**

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GLI EUROPE ÎI GARANTEAZĂ BENEFICIARULUI CĂ TOATE SERVICIILE FURNIZATE DE CĂTRE GLI EUROPE MENȚIONATE AICI AU FOST EFECTUATE CONFORM PROCEDURILOR DE TESTARE STABILITE ȘI RECUNOSCUTE ȘI CU GRIJĂ REZONABILĂ CONFORM LEGILOR ÎN VIGOARE. GLI EUROPE NU FACE, ȘI NEAGĂ ÎN MOD EXPRES, TOATE CELELALTE GARANȚII DE ORICE FEL, INTENȚIONATE SAU INSINUATE, INCLUSIV FĂRĂ A SE LIMITA LA ORICE GARANȚII DE NEÎNCĂLCARE, VANDABILITATE, ADECVATE SAU POTRIVIRE PENTRU UN REZULTAT PARTICULAR. FĂRĂ A LIMITA CELE MENTIONATE ANTERIOR, CERTIFICAREA STABILITĂ DE ACEST RAPORT NU TREBUIE ÎN NICIO SITUATIE SĂ FIE INTERPRETATĂ ASTFEL ÎNCÂT SĂ PRESUPUNĂ NICI UN ANDOSAMENT SAU GARANȚIE REFERITOARE LA FUNCTIONALITATEA, CALITATEA SAU PERFORMANȚA COMPONENTELOR HARDWARE SAU SOFTWARE, ȘI NICIO PERSOANĂ SAU PARTE NU VA DECLARA NIMIC CONTRAR. RESPONSABILITATEA ȘI OBLIGAȚIILE GLI EUROPE DESCRISE AICI ȘI DESPĂGUBIREA BENEFICIARULUI, ÎN TEMEIUL SAU ÎN LEGĂTURĂ CU ACEST CONTRACT SE VA LIMITA LA, LA ALEGEREA GLI EUROPE, ÎNLOCUIREA SERVICIILOR OFERITE SAU RAMBURSARE DE CĂTRE GLI EUROPE A ORICĂROR SUME DE BANI PRIMITE PENTRU SERVICIILE FURNIZATE. ÎN NICI UN CAZ GLI EUROPE NU VA FI RESPONSABILĂ ÎN FATA BENEFICIARULUI SAU ORICĂREI ALTE PĂRȚI TERTE PENTRU ORICE CONSECINȚĂ, INCIDENT, DAUNE DIRECTE, INDIRECTE SAU SPECIALE, INCLUSIV DAR FĂRĂ SĂ SE LIMITEZE LA PIERDERI DE PROFIT SAU VENITURI, ÎNTRERUPEREA ACTIVITĂȚII SAU DAUNE PUNITIVE, CHIAR DACĂ GLI EUROPE FOST INFORMATĂ CU PRIVIRE LA POTENȚIALUL DE A SE PRODUCEREA ASTFEL DE DAUNE SI DACĂ ACESTE DAUNE APAR ÎN CONTRACT, NEGLIJENȚĂ, PREJUDICIU, SUB FORMĂ STATUTARĂ, ÎN CAPITALUL PROPRIU,



ÎN FATA LEGII SAU ALTFEL. TOATE DREPTURILE ȘI DESPĂGUBIRILE CE PRIVESC PĂRȚILE TERȚE REFERITOARE LA PRODUSELE ȘI SERVICIILE CARE FAC OBIECTUL CERTIFICĂRII STABILITE PRIN ACEST RAPORT REPREZINTĂ RESPONSABILITATEA EXCLUSIVĂ A BENEFICIARULUI IAR GLI EUROPE ÎȘI DECLINA ÎN MOD EXPRES ORICE RĂSPUNDERE CU PRIVIRE LA DREPTURILE ȘI DESPĂGUBIRILE PĂRȚII TERȚE. GLI EUROPE ȘI BENEFICIARUL ACCEPTĂ ȘI SUNT DE ACORD CĂ SERVICIILE FURNIZATE DE CĂTRE GLI EUROPE DESCRISE AICI NU POT FI FURNIZATE DE CĂTRE GLI EUROPE CONFORM TERMENILOR OFERIȚI AICI FĂRĂ CREȘTEREA PREȚURILOR DACĂ COMPANIEI GLI EUROPE I S-A CERUT FURNIZAREA UNEI GARANȚII SUPLIMENTARE, SAU LEGATE DE, SAU I S-A CERUT SĂ ÎȘI ASUME RĂSPUNDEREA PE LÂNGĂ CELE MENȚIONATE AICI.

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## Slovenia

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## **Slovenia (Slovenian)**

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## Italy (Italian)

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## South Africa

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## On-site Field Inspection Warranties

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## RNG Terms & Conditions

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Any certification or other reports issued are solely for the benefit of the Client for use only for and limited to the specific jurisdiction or standards referenced in the report. A report may not be relied upon for any reason by any person or entity other than the Client including, but not necessarily limited to, the manufacturer or developer of the items, a non-GLI laboratory, or a regulator not named in the report (“a Third Party”). Any report produced by GLI is proprietary to GLI and the Client, because it contains confidential information of commercial value, the exposure of which to third parties could adversely affect both GLI and the Client. Accordingly, such confidential information is supplied in confidence, on the strict condition that no part of it will be reprinted or reproduced or transmitted to any parties external to the original contract without the prior written approval of the Parties. In particular, it will not be exposed to any person or organization which may be in competition with any of the Parties without the prior written approval of that Party. The testing performed by GLI is proprietary to GLI and/or various regulators. No third party may use, rely or refer to a GLI evaluation report, test report, certification document or test results without written permission of GLI and the respective regulator. Notwithstanding the above, the Parties may disclose confidential information if required to do so by regulatory agencies, pursuant to the laws and regulations of an applicable jurisdiction or by an order of a properly designated Court of Law in a relevant jurisdiction. However, in either case the Parties agree to immediately notify the other party of such a request.

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Notwithstanding the above, any regulator may reprint, reproduce and transmit any document or information to any party that the regulator, in their sole discretion, deems appropriate.

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testing, GLI inspects for marks or symbols indicating that a device has undergone product safety compliance testing. GLI also performs, where practicable, a cursory review of submissions and information contained therein related to Electromagnetic Interference (EMI), Radio Frequency Interference (RFI), Magnetic Interference, Liquid Spills, Power Fluctuations and Environmental Conditions. Electrostatic Discharge Testing is intended only to simulate techniques observed in the field being used to attempt to disrupt the integrity of Electronic Gaming Devices. Compliance with any such regulations related to the aforementioned design is the sole responsibility of the device manufacturer; GLI accepts no responsibility, makes no representations and disclaims any liability with respect to all such non-gaming testing. The actual data showing the tests performed by GLI, and the excluded tests, are available to the Client upon written request.

All items identified in the "Certification of:" section on the first page of the report are considered certified as of the date shown in the "Date of Report:" section on the first page of the original GLI issued Report. All of the items are certified for use until such time notification is sent indicating that an item is no longer permitted to be used within the jurisdiction specified. Additional information regarding the validity of this certification can also be obtained via GLIAccess and/or the Evaluation and Certification Guide, which is available on the gaminglabs.com website. Use of the Certified Mark represents the users agreement to permit, allow and accommodate authorized representatives of GLI to perform a surveillance audit of the use of the Mark and to permit an authorized representative of the American Association of Laboratory Accreditation (A2LA) to perform a surveillance audit, at their discretion and at their expense, to confirm that the use of the Mark in no way implies that A2LA endorses or certifies any of the Marks, services or processes of the company, group or organization requesting the use of the GLI Certified Mark. With respect to analysis of new tables games, new paytables for electronic devices and other undertakings where GLI provides a mathematical review, the Client agrees to and acknowledges that due to complex mathematical processes, approximations and rounding errors that necessarily occur during any mathematical review, the results herein shall be understood by the recipient to be approximations and may fall within a range approximating the true mathematical results.

**You certify that you are the owner and/or authorized user of the product or submitted information and shall hold harmless and indemnify GLI for any violation of third party rights as a result of this submission.**

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## **RNG Terms & Conditions (Spanish)**

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En este sentido, el Cliente da por entendido el tener conocimiento de que nada en el presente Reporte tiene por objeto crear, ni deberá considerarse o interpretarse para crear, ninguna relación entre **Gaming Laboratories International, LLC** ("GLI") y el Cliente que no sea la de entidades independientes contratantes entre sí con el único propósito de la preparación y presentación del Reporte. Ni GLI ni el Cliente, ni ninguno de los empleados o representantes respectivos, deberá ser interpretado como un agente, empleador o representante del otro.

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El análisis proporcionado en este Reporte se refiere exclusivamente a las pruebas realizadas al hardware y software específico presentado por el Cliente. Es la

responsabilidad del fabricante y/o creador de los productos sometidos a solicitar, obtener y mantener todas las licencias de juego necesarias en cada jurisdicción en la que hacen negocio, incluyendo las jurisdicciones estatales y tribales, donde aplique. Durante el curso de las pruebas, GLI inspecciona las marcas o símbolos que indican que un dispositivo ha sido sometido a pruebas de cumplimiento de seguridad de los productos. GLI también realiza, siempre que sea posible, una revisión superficial de las comunicaciones y la información contenida en el mismo en relación con las Interferencias Electromagnéticas (EMI), Interferencia de Radiofrecuencia (RFI), Interferencia Magnética, Derrames de Líquidos, Fluctuaciones de Energía y Condiciones Ambientales. La Prueba de la Descarga Electroestática realizada por GLI tiene la única finalidad de simular las técnicas observadas en el campo que se utiliza para intentar perturbar la integridad de los Dispositivos de los Juegos Electrónicos. El cumplimiento de todas las normas relacionadas con el tipo de pruebas antes mencionadas es de exclusiva responsabilidad del fabricante y/o creador de los artículos presentados; GLI no acepta ninguna responsabilidad, no se hace responsable y se exime de cualquier responsabilidad con respecto a todas las pruebas no relacionadas con los juegos de azar. Los datos reales de las pruebas realizadas por GLI, y las pruebas excluidas, están a disposición del cliente previa solicitud por escrito.

Todos los ítems identificados en la sección "Certificación de:" en la primera página del reporte son considerados como certificados a partir de la fecha que figura en la sección "Fecha del Reporte:" en la primera página del Reporte original emitido por GLI. Todos los ítems están certificados para su uso hasta el momento en que la notificación es enviada indicando que un ítem ya no se permite ser usado dentro de la jurisdicción especificada. Con la aceptación de este documento el fabricante y / o desarrollador de los ítems que se sometan a GLI están de acuerdo en las disposiciones de la Evaluación de GLI y la Guía de Certificación. Información adicional sobre la validez de esta certificación también se puede obtener a través de GLIAccess y/o de la Guía de Evaluación y Certificación, la cual está disponible en el sitio web [gaminglabs.com](http://gaminglabs.com). El uso de la Marca de Certificación representa el acuerdo de los usuarios para permitir y acomodar a los representantes autorizados de GLI llevar a cabo una auditoría de vigilancia del uso de la Marca y permitir a un representante autorizado de la Asociación Americana de Acreditación de Laboratorios (A2LA) realizar una auditoría de vigilancia, a su discreción y por su cuenta, para confirmar que el uso de la Marca de ninguna manera implica que A2LA respalda o certifica alguna de las Marcas, servicios o procesos de la compañía, organización o grupo solicitando el uso de la Marca de Certificación de GLI. Con respecto al análisis de los nuevos juegos de mesa, nuevas tablas de pago para dispositivos electrónicos y otros proyectos donde GLI ofrece una revisión matemática, el Cliente acepta y reconoce que, debido a complejos procesos matemáticos, aproximaciones y errores de redondeo que necesariamente se producen durante cualquier revisión matemática, los resultados en este documento deberán entenderse por el Cliente como aproximaciones y pueden estar dentro de un rango de aproximación de los verdaderos resultados matemáticos.

**Usted certifica que usted es el propietario y/o usuario autorizado del producto o la información presentada y deberá mantener indemne e indemnizar a GLI por cualquier violación de los derechos de terceros, como resultado de esta presentación.**

GLI GARANTIZA AL RECEPTOR QUE TODOS LOS SERVICIOS PRESTADOS POR GLI AQUÍ MENCIONADOS HAN SIDO REALIZADOS DE ACUERDO CON PROCEDIMIENTOS DE PRUEBAS ESTABLECIDOS Y RECONOCIDOS Y CON RAZONABLE CUIDADO DE ACUERDO CON LAS LEYES APLICABLES. GLI NO HACE, Y EXPRESAMENTE NIEGA, TODA OTRA GARANTÍA DE CUALQUIER TIPO, EXPRESADA O IMPLICADA, INCLUYENDO SIN LIMITACIÓN, CUALQUIER GARANTÍA DE NO VIOLACIÓN, COMERCIALIZACIÓN, IDONEIDAD O PROPIEDAD PARA UN PROPÓSITO PARTICULAR. SIN LIMITAR NINGUNA DE LAS EXPUESTAS ANTERIORMENTE, BAJO NINGUNA CIRCUNSTANCIA PODRÁ, LA CERTIFICACIÓN ESTABLECIDA POR ESTE REPORTE, SER INTERPRETADA PARA IMPLICAR ALGÚN AVAL O GARANTÍA RELACIONADA A LA FUNCIONALIDAD, CALIDAD O DESEMPEÑO DEL HARDWARE O PROGRAMA EN CUESTIÓN, Y NINGUNA PERSONA O GRUPO PODRÁ AFIRMAR O IMPLICAR LO CONTRARIO. LA RESPONSABILIDAD Y OBLIGACIONES DE GLI EN EL PRESENTE DOCUMENTO, Y EL RECURSO DEL RECEPTOR, BAJO O EN CONEXIÓN CON ESTE ACUERDO PODRÁ SER LIMITADO AL, OPCIÓN DE GLI, REEMPLAZO DE LOS SERVICIOS PRESTADOS O LA DEVOLUCIÓN POR PARTE DE GLI DE CUALQUIER DINERO RECIBIDO POR LOS SERVICIOS PRESTADOS. EN NINGÚN CASO, NINGUNA DE LAS PARTES SERÁ RESPONSABLE ANTE EL OTRO O UN TERCERO POR DAÑOS CONSECUENTES, INCIDENTALS, DIRECTOS, INDIRECTOS O DAÑOS ESPECIALES, INCLUYENDO SIN LIMITACIÓN, DAÑOS POR PÉRDIDA DE GANANCIAS O INGRESOS, INTERRUPCIÓN DEL NEGOCIO, O DAÑOS PUNITIVOS, INCLUSO SI LA PARTE HA SIDO INFORMADA DE LA POSIBILIDAD DE TALES DAÑOS Y YA SEA QUE ESOS DAÑOS SURJAN BAJO CONTRATO, NEGLIGENCIA, ACTO ILÍCITO, EN EQUIDAD, DE ACUERDO A LA LEY O DE OTRA MANERA. TODOS LOS DERECHOS Y RECURSOS DE TERCEROS RELACIONADOS CON LOS PRODUCTOS Y SERVICIOS QUE SON EL OBJETO DEL ANÁLISIS PROPORCIONADO EN ESTE REPORTE, SERÁN DE EXCLUSIVA RESPONSABILIDAD DEL RECEPTOR Y GLI EXPRESAMENTE NIEGA CUALQUIER OBLIGACION EN ABSOLUTO EN CONEXIÓN CON LOS DERECHOS Y RECURSOS DE DICHOS TERCEROS. GLI Y EL RECEPTOR RECONOCEN Y ACEPTAN QUE LOS SERVICIOS PRESTADOS POR GLI EN EL PRESENTE DOCUMENTO, NO PODRÍAN SER PRESTADOS POR GLI EN LOS TÉRMINOS PREVISTOS EN ESTE DOCUMENTO, SIN UN INCREMENTO EN EL COSTO EN CASO DE QUE GLI DEBIERA PROPORCIONAR CUALQUIER GARANTÍA EN ADICIÓN A, O EN LUGAR DE, O DEBIERA ASUMIR CUALQUIER RESPONSABILIDAD EN EXCESO DE, LO EXPUESTO ANTERIORMENTE.

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## TENNESSEE RNG Terms & Conditions

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during any mathematical review, the results herein shall be understood by the recipient to be approximations and may fall within a range approximating the true mathematical results.

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## **Table Game Analysis (LO) Terms and Conditions/Warranties**

### **Limits on Liability**

[CLIENT NAME] acknowledges that GLI is subject to various regulations imposed by government gaming authorities in a number of jurisdictions around the world. This means that GLI is required to conduct their affairs in a manner which is ethical and in accordance with the regulations imposed by Gaming Authorities. [CLIENT NAME] must not do anything which it has reason to believe may jeopardize the eligibility of GLI to hold any license in relation to gaming. GLI reserves the right to terminate this agreement at any time without liability if the continuation of the agreement will jeopardize its ability to be qualified for, hold or maintain any gaming related licenses, permits or approvals with a regulator.

Acceptance of this quote indicates agreement that our liability is limited to the amount charged for the final report.

Please note we will not and cannot warrant or guarantee, either expressed or implied, any aspect of this product.

You certify that you are the owner and/or authorized user of the product and shall hold harmless and indemnify GLI for any violation of third party rights as a result of this submission.

In addition, attached hereto please find the Terms and Conditions that will accompany the final report to which [CLIENT NAME] is hereby acknowledging and agreeing to.

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GLI and its affiliated companies reserve the right to use, accept, promote, and report test results from any of the GLI Accredited Test Labs in the GLI Laboratory Network at the discretion of GLI should it be deemed to be beneficial to the customer and/or GLI and provided the described tests results are derived from testing procedures that are documented and within scope of the performing Laboratory. All tests performed on a customer request and documented in the customer submission will be identified by referencing the test, test description, testing location (lab name), test



results (as applicable) and client confirmation that they accept the results of all accredited labs within the GLI laboratory network.

**Following are the Terms and Conditions that will accompany your final Table Game Analysis Report(s):**

**Terms & Conditions for Illinois/Indiana/Missouri Reports**

This Report is issued solely for the benefit of the Recipient for the specific jurisdiction referenced in this Report, and may not be relied upon for any reason by any person or entity other than the Recipient including, but not necessarily limited to, the manufacturer and/or developer of the items (a “Third Party”) which are the subject of this Report, notwithstanding the fact that a copy of the Report may be delivered or otherwise made available to a Third Party. In this regard, the Recipient and any Third Party will be deemed to have acknowledged that nothing in this Report is intended to create, nor shall it be deemed or construed to create, any relationship between (a) Gaming Laboratories International, LLC (GLI) and the Recipient other than that of independent entities contracting with each other solely for the purpose of the preparation and submission of the Report; and (b) GLI and a Third Party. Neither GLI nor the Recipient, nor any of their respective employees or representatives, shall be construed to be an agent, employer or representative of the other.

Any report produced by GLI is proprietary to GLI and the Client, because it contains confidential information of commercial value, the exposure of which to third parties could adversely affect both GLI and the Client. Accordingly, such confidential information is supplied in confidence, on the strict condition that no part of it will be reprinted or reproduced or transmitted to any parties external to the original contract without the prior written approval of the Parties. In particular, it will not be exposed to any person or organization which may be in competition with any of the Parties without the prior written approval of that Party. The testing performed by GLI is proprietary to GLI and/or various regulators. No third party may use, rely or refer to a GLI evaluation report, test report, certification document or test results without written permission of GLI and the respective regulator. Notwithstanding the above, the Parties may disclose confidential information if required to do so by regulatory agencies, pursuant to the laws and regulations of an applicable jurisdiction or by an order of a properly designated Court of Law in a relevant jurisdiction. However, in either case the Parties agree to immediately notify the other party of such a request.

Notwithstanding the above, any regulator may reprint, reproduce and transmit any document or information to any party that the regulator, in their sole discretion, deems appropriate.

The certification established by this Report applies exclusively to tests conducted using current and retrospective methods developed by Gaming Laboratories International, LLC (GLI) on the specific items submitted by the Manufacturer. It is the responsibility of the manufacturer and/or developer of the items submitted to apply for, obtain and maintain all necessary gaming licensure in each jurisdiction in which they do business, including state and tribal jurisdictions, where applicable. The Electrostatic Discharge Testing performed by GLI is intended only to simulate techniques observed in the field being used to attempt to disrupt the integrity of Electronic Gaming Devices. During the course of testing, GLI checks for marks, symbols or documents indicating that a device has undergone product safety or RoHS compliance testing, if required. GLI also performs a cursory review of information accompanying the items submitted, where possible and when provided, for evidence that the items have undergone compliance testing for Electromagnetic Interference (EMI), Radio Frequency Interference (RFI), Magnetic Interference, Liquid Spills, Power Fluctuations, Electrostatic Immunity, Electro Magnetic Compatibility and Environmental conditions. Compliance with any such regulations related to the aforementioned testing is the sole responsibility of the manufacturer and/or developer of the items submitted; GLI accepts no responsibility, makes no representations and disclaims any liability with respect to all such non-gaming

testing. The test methods used, excluded tests, and actual data showing the test results are available to the Recipient upon written request.

GLI warrants to the recipient that all testing services performed by GLI hereunder have been performed with reasonable care and in accordance with applicable laws and will, within a reasonable degree of accuracy, determine compliance with the applicable technical standards set forth by Recipient to which this Report indicates the product has been tested. Recipient acknowledges that under no circumstances shall this Report be construed to imply any endorsement or warranty regarding the functionality, quality, or performance of the subject hardware or software except as provided in the test results applying to technical standards established by Recipient.

In consideration of the Recipient's acceptance of this Report, Recipient's right to collect damages, if any, from any material breach of representations by GLI set forth herein, including all express warranties contained herein, shall be limited to one hundred thousand dollars (\$100,000.00). In the event that Recipient desires GLI to assume greater liability, Recipient may, as a matter of choice, obtain from GLI a higher damage limitation by providing GLI with additional compensation or allowing GLI to receive additional compensation from a Third Party. In such case a rider shall be attached hereto setting forth such higher damage limit and the terms of the additional amount paid in consideration of the higher damage limitation.

Except as provided above, in no event shall GLI be responsible to Recipient for any damages, whether actual, consequential, incidental, direct, indirect, or special damages, including without limitation damages for lost profits or revenue, business interruption, or punitive damages, even if GLI had been advised of the potential for such damages and whether such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise. GLI expressly disclaims any liability whatsoever in connection with Third Party rights and remedies and in no event shall GLI assume any liability to any Third Party for any reason under the terms of this agreement. GLI and Recipient acknowledge and agree that the services provided by GLI reflected in this Report could not be rendered by GLI without an increase in cost if GLI was required to provide any warranties in addition to, or lieu of, or was required to assume any liability in excess of the foregoing.

## **Terms & Conditions for Nevada Reports**

This Report is issued solely for the benefit of the Recipient for the specific jurisdiction referenced in this Report, and may not be relied upon for any reason by any person or entity other than the Recipient including, but not necessarily limited to, the manufacturer and/or developer of the items (a "Third Party") which are the subject of this Report, notwithstanding the fact that a copy of the Report may be delivered or otherwise made available to a Third Party. In this regard, the Recipient and any Third Party will be deemed to have acknowledged that nothing in this Report is intended to create, nor shall it be deemed or construed to create, any relationship between (a) Gaming Laboratories International, LLC (GLI) and the Recipient other than that of independent entities contracting with each other solely for the purpose of the preparation and submission of the Report; and (b) GLI and a Third Party. Neither GLI nor the Recipient, nor any of their respective employees or representatives, shall be construed to be an agent, employer or representative of the other.

Any report produced by GLI is proprietary to GLI and the Client, because it contains confidential information of commercial value, the exposure of which to third parties could adversely affect both GLI and the Client. Accordingly, such confidential information is supplied in confidence, on the strict condition that no part of it will be reprinted or reproduced or transmitted to any parties external to the original contract without the prior written approval of the Parties. In particular, it will not be exposed to any person or organization which may be in competition with any of the Parties without the prior written approval of that Party. The testing performed by GLI is proprietary to GLI and/or various regulators. No third party may use, rely or refer to a GLI evaluation report, test report, certification document or test results without written permission of GLI and the respective regulator. Notwithstanding the above, the Parties may disclose confidential information if required to do so by regulatory agencies, pursuant to the laws and regulations of an applicable jurisdiction or by an order of a properly designated Court of Law in a relevant jurisdiction. However, in either case the Parties agree to immediately notify the other party of such a request.

Notwithstanding the above, any regulator may reprint, reproduce and transmit any document or information to any party that the regulator, in their sole discretion, deems appropriate.

The certification established by this Report applies exclusively to tests conducted using current and retrospective methods developed by Gaming Laboratories International, LLC (GLI) on the specific items submitted by the Manufacturer identified by the words "Scope of Evaluation:" on the first page of this Report. It is the responsibility of the manufacturer and/or developer of the items submitted to apply for, obtain and maintain all necessary gaming licensure in each jurisdiction in which they do business, including state and tribal jurisdictions, where applicable. The Electrostatic Discharge Testing performed by GLI is intended only to simulate techniques observed in the field being used to attempt to disrupt the integrity of Electronic Gaming Devices. During the course of testing, GLI checks for marks, symbols or documents indicating that a device has undergone product safety or RoHS compliance testing, if required. GLI also performs a cursory review of information accompanying the items submitted, where possible and when provided, for evidence that the items have undergone compliance testing for Electromagnetic Interference (EMI), Radio Frequency Interference (RFI), Magnetic Interference, Liquid Spills, Power Fluctuations, Electrostatic Immunity, Electro Magnetic Compatibility and Environmental conditions. Compliance with any such regulations related to the aforementioned testing is the sole responsibility of the manufacturer and/or developer of the items submitted; GLI accepts no responsibility, makes no representations and disclaims any liability with respect to all such non-gaming testing. The test methods used, excluded tests, and actual data showing the test results are available to the Recipient upon written request.

All items identified in the "Scope of Evaluation:" section on the first page of the report are considered certified as of the date shown in the "Date of Report:" section on the first page of the original GLI issued Report. All of the items are certified for use until such time notification is sent indicating that an item is no longer permitted to be used within the jurisdiction specified. By acceptance of this document the manufacturer and/or developer of the items submitted to GLI hereby agree to the provisions of the GLI Evaluation and Certification Guide. Additional information regarding the validity of this certification can also be obtained via GLIAccess and/or the Evaluation and Certification Guide, which is available on the [gaminglabs.com](http://gaminglabs.com) website. Use of the

“Gaming Labs Certified®” mark represents the users agreement to permit, allow and accommodate authorized representatives of GLI to perform a surveillance audit of the use of the Mark and to permit an authorized representative of the American Association of Laboratory Accreditation (A2LA) to perform a surveillance audit, at their discretion and at their expense, to confirm that the use of the Mark in no way implies that A2LA endorses or certifies any of the Marks, services or processes of the company, group or organization requesting the use of the “Gaming Labs Certified” mark.

GLI WARRANTS TO THE RECIPIENT THAT ALL SERVICES PROVIDED BY GLI HEREUNDER HAVE BEEN PERFORMED IN ACCORDANCE WITH ESTABLISHED AND RECOGNIZED TESTING PROCEDURES AND WITH REASONABLE CARE IN ACCORDANCE WITH APPLICABLE LAWS. GLI DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GLI DOES NOT WARRANTY ANY TESTING OR RESULTS FROM A NON-GLI LABORATORY. WITHOUT LIMITING ANY OF THE FOREGOING, UNDER NO CIRCUMSTANCES SHOULD THE CERTIFICATION ESTABLISHED BY THIS REPORT BE CONSTRUED TO IMPLY ANY ENDORSEMENT OR WARRANTY REGARDING THE FUNCTIONALITY, QUALITY OR PERFORMANCE OF THE SUBJECT HARDWARE OR SOFTWARE, AND NO PERSON OR PARTY SHALL STATE OR IMPLY ANYTHING TO THE CONTRARY. THE LIABILITY AND OBLIGATIONS OF GLI HEREUNDER, AND THE REMEDY OF THE RECIPIENT, UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO, AT GLI’S OPTION, REPLACEMENT OF THE SERVICES PROVIDED OR THE REFUND BY GLI OF ANY MONIES RECEIVED BY IT FOR THE SERVICES PROVIDED. IN NO EVENT SHALL GLI BE RESPONSIBLE TO THE RECIPIENT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, EVEN IF GLI HAD BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES AND WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW OR OTHERWISE. ALL RIGHTS AND REMEDIES OF THIRD PARTIES RELATING TO PRODUCTS AND SERVICES THAT ARE THE SUBJECT OF THE CERTIFICATION ESTABLISHED BY THIS REPORT SHALL BE THE EXCLUSIVE RESPONSIBILITY OF THE RECIPIENT AND GLI EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER IN CONNECTION WITH SUCH THIRD PARTY RIGHTS AND REMEDIES. GLI AND THE RECIPIENT ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED BY GLI HEREUNDER COULD NOT BE RENDERED BY GLI UNDER THE TERMS PROVIDED HEREIN WITHOUT AN INCREASE IN COST IF GLI WAS REQUIRED TO PROVIDE ANY WARRANTIES IN ADDITION TO, OR IN LIEU OF, OR WAS REQUIRED TO ASSUME ANY LIABILITY IN EXCESS OF, THE FOREGOING.

It is declared and affirmed under penalty of perjury that to the best of GLI's knowledge and belief the GLI certification process was conducted in accordance with Nevada Gaming Control Board's (NGCB) requirements and that the product being certified in this Report meets the requirements of the Nevada Gaming Control Act and all regulations, technical standards, control standards and procedures, policies, and industry notices implemented or issued by the NGCB.

### **Terms & Conditions for Kansas and Non-Jurisdictional Reports**

This Report has been prepared and submitted at the request of the "Recipient" is issued solely for the benefit of the Recipient and no other party and may not be relied upon for any reason by any person or entity other than the Recipient.

In this regard, the Recipient will be deemed to have acknowledged that nothing in this Report is intended to create, nor shall it be deemed or construed to create, any relationship between Gaming Laboratories International, LLC (GLI) and the Recipient other than that of independent entities contracting with each other solely for the purpose of the preparation and submission of the Report. Neither GLI nor the Recipient, nor any of their respective employees or representatives, shall be construed to be an agent, employer or representative of the other.

Any report produced by GLI is proprietary to GLI and the Client, because it contains confidential information of commercial value, the exposure of which to third parties could adversely affect both GLI and the Client. Accordingly, such confidential information is supplied in confidence, on the strict condition that no part of it will be reprinted or reproduced or transmitted to any parties external to the original contract without the prior written approval of the Parties. In particular, it will not be exposed to any person or organization which may be in competition with any of the Parties without the prior written approval of that Party. The testing performed by GLI is proprietary to GLI and/or various regulators. No third party may use, rely or refer to a GLI evaluation report, test report, certification document or test results without written permission of GLI and the respective regulator. Notwithstanding the above, the Parties may disclose confidential information if required to do so by regulatory agencies, pursuant to the laws and regulations of an applicable jurisdiction or by an order of a properly designated Court of Law in a relevant jurisdiction. However, in either case the Parties agree to immediately notify the other party of such a request.

Notwithstanding the above, any regulator may reprint, reproduce and transmit any document or information to any party that the regulator, in their sole discretion, deems appropriate.

The analysis provided by this Report applies exclusively to tests conducted using current and retrospective methodology developed by GLI on the specific hardware and software submitted by the Recipient. It is the responsibility of the manufacturer and/or developer of the subject hardware and software to apply for, obtain and maintain all necessary gaming licensure in each jurisdiction in which they do business, including state and tribal jurisdictions, where applicable. During the course of testing, GLI inspects for marks or symbols indicating that a device has undergone product safety compliance testing. GLI also performs, where practicable, a cursory review of submissions and information contained therein related to Electromagnetic Interference (EMI), Radio Frequency Interference (RFI), Magnetic Interference, Liquid Spills, Power Fluctuations and Environmental conditions. Electrostatic Discharge Testing is intended only to simulate techniques observed in the field being used to attempt to disrupt the integrity of Electronic Gaming Devices. Compliance with any such regulations related to the aforementioned design is the sole responsibility of the device manufacturer; GLI accepts no responsibility, makes no representations and disclaims any liability with respect to all such non-gaming testing. The actual data showing the test performed by GLI, and the excluded tests, are available to the Recipient upon written request.

With respect to analysis of new tables games, new paytables for electronic devices and other undertakings where GLI provides a mathematical review, the Recipient agrees to and acknowledges that due to complex mathematical processes, approximations and rounding errors that necessarily occur during any mathematical review, the results herein shall be understood by the recipient to be approximations and may fall within a range approximating the true mathematical results. Recipient hereby agrees that he is responsible to review such work, analyze it for accuracy and report deficiencies immediately to GLI. GLI has undertaken such work based on our understanding of the game submitted as documented in our report. Should our understanding of the game be incorrect as written in our report, Recipient is required to notify GLI immediately.



GLI WARRANTS TO THE RECIPIENT THAT ALL SERVICES PROVIDED BY GLI HEREUNDER HAVE BEEN PERFORMED IN ACCORDANCE WITH ESTABLISHED AND RECOGNIZED TESTING PROCEDURES AND WITH REASONABLE CARE IN ACCORDANCE WITH APPLICABLE LAWS. GLI DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING ANY OF THE FOREGOING, UNDER NO CIRCUMSTANCES SHOULD THE ANALYSIS PROVIDED BY THIS REPORT BE CONSTRUED TO IMPLY ANY ENDORSEMENT OR WARRANTY REGARDING THE FUNCTIONALITY, QUALITY OR PERFORMANCE OF THE SUBJECT HARDWARE OR SOFTWARE, AND NO PERSON OR PARTY SHALL STATE OR IMPLY ANYTHING TO THE CONTRARY. THE LIABILITY AND OBLIGATIONS OF GLI HEREUNDER, AND THE REMEDY OF THE RECIPIENT, UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO, AT GLI'S OPTION, REPLACEMENT OF THE SERVICES PROVIDED OR THE REFUND BY GLI OF ANY MONIES RECEIVED BY IT FOR THE SERVICES PROVIDED. IN NO EVENT SHALL GLI BE RESPONSIBLE TO THE RECIPIENT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, EVEN IF GLI HAD BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES AND WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW OR OTHERWISE. ALL RIGHTS AND REMEDIES OF THIRD PARTIES RELATING TO THE PRODUCTS AND SERVICES THAT ARE THE SUBJECT OF THE ANALYSIS PROVIDED BY THIS REPORT ARE PROVIDED SOLELY BY THE RECIPIENT AND NOT BY GLI AND GLI EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER IN CONNECTION WITH SUCH THIRD PARTY RIGHTS AND REMEDIES. GLI AND RECIPIENT ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED BY GLI HEREUNDER COULD NOT BE RENDERED BY GLI UNDER THE TERMS PROVIDED HEREIN WITHOUT AN INCREASE IN COST IF GLI WAS REQUIRED TO PROVIDE ANY WARRANTIES IN ADDITION TO, OR IN LIEU OF, OR WAS REQUIRED TO ASSUME ANY LIABILITY IN EXCESS OF, THE FOREGOING.

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## NRA Network Risk Assessment

### Terms & Conditions/Warranties

Below are the Terms & Conditions/Warranties that [REDACTED] ("Client") agrees to and will be incorporated into the Report of Findings.

All services provided to the Client are provided in accordance with and subject to the following terms and conditions:

#### **1. Provision of the Services**

The Contractor shall provide to the Client the Services described in the written description of services set forth in the attached Statement of Work or Proposal. Any work requested and performed by the Contractor for the Client not identified within the Statement of Work or any Addenda will be done so on a time and materials basis as otherwise agreed by both parties.

Any Report regarding the work performed under this agreement is issued solely for the benefit of the Client. In addition, any Report is limited to the scope defined within this agreement, including but not limited to any work performed for a specific jurisdiction or set of regulations or standards. No Report may be relied upon for any reason by any person or entity other than the approved Recipient, which means that no third party, including, but not necessarily limited to, a manufacturer or developer of an item tested, any entity unrelated or unaffiliated with the Contractor, or any regulator not specifically named in the Report.

#### **2. Confidentiality**

Any Report produced by the Contractor is proprietary to the Contractor and the Client, because it contains confidential information of commercial value, the exposure of which to third parties could adversely affect both the Contractor and the Client. Accordingly, such confidential information is supplied in confidence, on the strict condition that no part of it will be reprinted or reproduced or transmitted to any parties external to the original contract without the prior written approval of the Parties.

In particular, the Report cannot be exposed to any person or organization which may be in competition with any of the Parties without the prior written approval of that Party. The testing performed by the Contractor is proprietary to the Contractor and/or various regulators. No third party may use, rely or refer a report or test results made by the Contractor without written permission of the Contractor and any applicable respective regulator.

Notwithstanding the above, the Parties may disclose confidential information if required to do so by regulatory agencies, pursuant to the laws and regulations of an applicable jurisdiction or by an order of a properly designated Court of Law in a relevant jurisdiction. However, in either case the Parties agree to immediately notify the other party of such a request. Notwithstanding the above, if any regulator has jurisdiction over the work, the regulator may reprint, reproduce and transmit any document or information to any party that the regulator, in their sole discretion, deems appropriate.

### **3. Warranties**

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY WARRANTIES GRANTED BY THE CONTRACTOR. THE CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PERFORMANCE OF WORK IS NO GUARANTEE THAT CLIENT'S SYSTEMS ARE SECURE OR CANNOT BE HACKED. IN NO EVENT SHALL THE CONTRACTOR'S AGGREGATE LIABILITY TO CLIENT FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT THE CONTRACTOR HAS RECEIVED FROM CLIENT UNDER THIS AGREEMENT.

The Contractor warrants that the Services will be carried out in a good and professional manner using qualified personnel and the performance of the Services shall meet the standards of care, skill and diligence normally met by qualified IT service providers in the jurisdiction where the Contractor is located.

Client's sole remedy for the Contractor's failure to produce the Work or failure to deliver the Work or any other alleged claim is to terminate this Agreement.

If the Client has issues with the work failing to conform with the scope of work under this agreement and the Client reports the issues in writing within 90 days of completion of the work, the Contractor agrees to re-perform at its sole cost and expense any Services which fail to conform with the contractual requirements. Re-performance of nonconforming services is the Contractor's sole obligation and the Client's sole remedy with respect to any defect or deficiency in the Services.

The Contractor represents and warrants that it is not restricted or prohibited, contractually or otherwise, from entering into and performing this Agreement, and that its execution and performance of this Agreement is not a violation or breach of any other agreement between the Contractor and any other person or entity.

The Contractor represents and warrants to Client that (i) subject only to the rights granted herein to Client, the Contractor is the sole owner of all rights to the Work, other than any material provided by Client, (ii) the Contractor has not previously granted any rights in the Work to any third party which are inconsistent with the rights granted to Client herein and (iii) the Work, other than any material provided by Client, will not

infringe any patent, copyright, trademark, trade secret or other intellectual property rights of any third party.

The Contractor does not warrant hardware, software or other products manufactured by third parties that may be provided by the Contractor to the Client in connection with the Services, and as to such products the manufacturer's warranty, if any, shall apply.

#### **4. Force Majeure**

Notwithstanding any other provision of this agreement, if by reason of Force Majeure, any Party is wholly or partly unable to perform certain of its obligations to the extent, and for the period, that it is affected by Force Majeure, provided that the affected Party give the other Party prompt notice of such inability and nature, cause and expected duration of the Force Majeure. The Party affected by Force Majeure shall use all reasonable effort to remedy the situation and remove, so far as possible and with reasonable dispatch, the cause of its inability to perform, provided that there shall be no obligation on a Party so affected to settle labor disputes, or to test or to refrain from testing the validity of any order, regulation, or law in any court having jurisdiction.

For the purposes of this agreement, Force Majeure means any event beyond the reasonable control of a party and which is unavoidable notwithstanding the reasonable care of that party. This includes events such as, but not limited to, war, strikes, fires, floods, Acts of God, and governmental restrictions.

If these events result in damage or destruction of any network facilities and/or interruption of services, by reason of Force Majeure, the failure to perform shall not be deemed a breach of this Agreement.

In the event that the Party unable to perform its obligation under this Agreement due to Force Majeure is prevented from or delayed in performing its obligations for a period in excess of thirty (30) calendar days due to any cause beyond its reasonable control, the obligations of the other Party shall be suspended until such time as when the frustrated Party prevented or delayed in performing its obligations is again able to fulfill its obligations.

#### **5. Payment Terms and Invoicing**

Payment for Services rendered under this Agreement shall be at the rates described in the Agreement Pricing schedule. Payment is due within thirty (30) calendar days of the invoice date. Overdue accounts will be charged interest at the rate of 1.5% per month. The Contractor will invoice within 10 days of the first of the month for both progress billing and project complete billing.

#### **6. Enforceability**

If this agreement or any part hereof is found to be unenforceable by a court of law, then the parties agree that such unenforceable portion shall be severed and the remainder of

this agreement shall be enforced in accordance with its terms, to the fullest extent of the law.

#### **7. Waiver**

The failure by Contractor to assert any or all of its rights under this agreement shall not be deemed a waiver of such rights, nor shall any waiver be implied from the acceptance of any payment or service.

#### **8. Entire Agreement**

This agreement is the entire agreement between the parties and any modification must be in writing and signed by all Parties.

#### **9. Conflict of Interest**

The Contractor shall, while this Agreement is in effect, avoid situations, agreements, or relationships which might cause a conflict of interest and shall immediately notify the Client if any such conflict does or might appear to rise. No part of the price for this Agreement shall be paid directly or indirectly by the Contractor to an employee of the Client in connection with any work contemplated or performed in relationship to this Agreement.

#### **10. Jurisdiction**

This Agreement shall be governed by and construed under the laws of the jurisdiction where the Contractor is located and the Courts of that jurisdiction shall have sole and exclusive jurisdiction over disputes arising from this Agreement.

#### **11. Assignment**

The Client may not assign its rights or obligations under this Agreement without the express written consent of the Contractor. The Contractor may not assign its rights or obligations under this Agreement without the express written consent of the Client.

#### **12. Employment Restriction**

The Client agrees not to hire or attempt to hire, directly or indirectly, any employee of the Contractor during the Term of this Agreement and for a period of 1 year thereafter. This shall not apply to responses to general advertisements for employment.

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## **Expert Witness Agreement or Forensic Services Agreement**

The Report has been prepared by **Gaming Laboratories International, LLC (GLI)** and the named engineer supplied to you on the basis of and subject to these Terms and Conditions. GLI accepts no responsibility to other persons relying on the Report.

The Report should be read in conjunction with any other Reports that may be issued concurrently or subsequent to this Report.

These Terms and Conditions in conjunction with the Expert Witness Agreement or Forensic Services Agreement entered into between the named Client and GLI shall take precedence over any verbal or written representations by or on behalf of GLI:

1. After signing the Expert Witness Services Agreement or Forensic Services Agreement, the client is deemed to have accepted these Terms and Conditions.
2. The Report is not a guarantee but is an opinion of the condition or status of the inspected gaming equipment or software as of the point in time such materials were submitted to GLI for evaluation.
3. GLI accepts no liability with respect to the work carried out by other trades, consultants or practitioners hired by you. It is your responsibility to make appropriate contractual arrangements with such persons.
4. The Report is not a certificate of compliance for the property within the requirements of any Act, regulation, ordinance or local by-law, unless otherwise indicated.
5. GLI does not accept responsibility for services other than those provided in this Report.
6. To the extent permitted by law, GLI's liability shall be limited to the value of the expert services provided herein less any expenses incurred by GLI in performing such services.
7. The Report and its appendices and attachments, as issued by GLI, take precedence over any oral advice or draft reports, to the extent of any inconsistencies, and only the Report and its appendices and attachments, which form a vital part of the Expert's recommendations, shall be relied upon by you.
8. If you are dissatisfied with the Report you agree to promptly give GLI written notice specifying the matters about which you are dissatisfied and allow GLI to attempt to resolve the matters with you within 30 days of receipt by GLI of such written notice before taking any remedial action or incurring any costs.
9. Reference to GLI in this Report and any other documentation includes, where the context permits, its agents and representatives authorized to act on its behalf.

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## **GLI University Terms and Conditions**

The following terms apply to 1) enrollment in courses/training offered by GLI University, and 2) orders for GLI education materials. These terms, along with any applicable statements of work or proposals reflect the complete agreement between GLI and its Clients regarding the course or education materials GLI provides. Any prior oral or written communications between GLI and the Client are hereby replaced by the terms and conditions in this agreement together with any applicable proposal or statements of work.

### **TERMS AND CONDITIONS**

#### **1 COURSE AND EDUCATION MATERIALS**

GLI provides a list of our generally available training courses and education materials to all clients upon request, which GLI updates from time to time. Clients can use that list to choose classes to meet their current training needs. GLI reserves the right to add or withdraw courses and education materials at any time, for any reason, and without notice.

#### **2 SCHEDULING CLASSES**

- 2.1 Off-site and on-site classes and training will be scheduled by mutual agreement between the parties, written, signed and set forth in a statement of work. GLI may cancel any scheduled class or training with notice. If a class or training is cancelled for which the Client has prepaid, GLI will issue a refund for payment of services not yet rendered by GLI.
- 2.2 Client agrees to provide GLI a list of attendees in advance of the start date upon request. If Client wishes to modify the list of attendees, Client agrees to notify GLI in advance of the start date.

#### **3 INSTRUCTORS**

- 3.1 GLI assigns appropriate resources to each project. GLI will assign staff to complete the class or training in a timely and efficient manner and provide Clients with expeditious, uniform and professional services.
- 3.2 Though GLI will use reasonable efforts to ensure that the same instructor will continue throughout the class or training, it reserves the right to replace that individual at anytime.
- 3.3 GLI shall, where an instructor is present on a Client's premises, use all reasonable efforts to ensure that the instructor complies with such reasonable site rules and procedures upon notice of such rules and procedures from the Client.

#### **4 ACCOMMODATIONS FOR STUDENTS WITH DISABILITIES**

GLI locations are accessible for students with disabilities. If reasonable accommodations are required for an individual with a disability, Client shall advise

GLI of the accommodations in advance. For offsite training on the premises of a Client, the Client shall provide access and reasonable accommodations for those individuals with disabilities.

## **5 INTELLECTUAL PROPERTY**

- 5.1 Intellectual Property means all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, registered trademarks, registered designs, models, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, educational materials, designs, computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, rights in formulae, methods, plans, inventions, discoveries, improvements, processes, performance methodologies, techniques, specifications, technical information, tests, results, reports, component lists, manuals and instructions, and applications for and rights to apply for any of the foregoing, in each case in the United States and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;
- 5.2 Ownership of all Intellectual Property rights in any network, system, equipment or educational materials of GLI shall remain at all times with GLI
- 5.3 Nothing in the Contract will operate to transfer to the Client or grant to the Client any license or other right to use any of GLI's Intellectual Property Rights.
- 5.4 Copyright in the all educational materials shall remain with GLI. Client shall be permitted to use such copyrighted educational materials for its own internal purposes of training and educating staff members. Client agrees to obtain GLI's express consent before using the education materials for any other reason.
- 5.5 Any Intellectual Property Rights, including copyrights, which come into existence as a result of the performance of the Services will be the property of GLI.
- 5.6 Notwithstanding any other provision in this Section 5, any regulator may reprint, reproduce and transmit any document or provided by GLI to any party that the regulator, in their sole discretion, deems appropriate.

## **6 FEES AND PAYMENT**

- 6.1 The fees payable for the any class or training under this Contract shall be invoiced on the basis of enrolment in each course/training program. All invoices will be issued upon the commencement of the class or training. Each invoice shall be payable within 30 days on which the invoice is issued. If another entity, other than the Client, is making payment, Client must notify GLI so it can perform regulatory required due diligence.
- 6.2 Fees that are invoiced for private or on-site classes/training will be established based on each Client's requirements. Additional charges may apply, such as instructor travel and living expenses, facilities, and remote lab support. Client agrees to pay amounts due, including any additional charges, applicable taxes and late fees, as GLI specifies in the invoice.
- 6.3 Unless otherwise stated in the statement of work, the fees do not include: 1) attendance by any GLI representative or instructor to any meetings, conferences,



or classes other than those specified in the statement of work; 2) the storage by GLI of any property or data post completion of the class or training; and 3) the cost of transporting any equipment to or from GLI's premises. If GLI agrees to carry out any of these activities, it shall be entitled to charge reasonable additional fees.

- 6.4 In the event a course or training is cancelled or rescheduled, Client agrees to pay all reasonable expenses incurred by GLI in preparation of carrying out the class or training, including without limitation, the cost of producing educational materials, airfare or other transportation and lodging expenses.
- 6.5 All payments due under this Contract shall be made without any deduction by way of set off, counterclaim, discount or abatement unless the Client is otherwise expressly permitted to do so by law or Order of Court.

## **7 CANCELLATION AND RESCHEDULING**

- 7.1 For private or onsite classes or training, the Client must cancel or reschedule at least fourteen calendar days of the start date by providing written notice, except for in situations involving inclement weather or emergencies.
- 7.2 In the event the Client cancels or reschedules a class or training, Client agrees to pay all reasonable expenses, including but not limited to travel expenses, incurred by GLI in accordance with Section 6.4.
- 7.3 In no case will a refund be given for cancellations after the start date of any training or class.

## **8 LIMITATIONS ON LIABILITY:**

- 8.1 To the extent permitted by law, GLI, its employees, agents and sub contractors exclude all liability for any loss or damage arising from reliance on any information supplied to the Client. If any law prohibits the exclusion of such liability, GLI limits its liability, to the extent permitted by law, to the re-performance of the Services. Compliance with any such regulations related to the aforementioned training or educational materials is the sole responsibility of the Client receiving such training or education; GLI accepts no responsibility, makes no representations and disclaims any liability with respect to all such training to the extent it covers non-gaming matters. A copy of a course or training syllabus is available to the Client upon written request.
- 8.2 Under no circumstances will GLI, its employees, agents or subcontractors, jointly or severally, be liable for any of the following:
  - 8.2.1 Third party claims against the Client for losses or damages;
  - 8.2.2 Loss of, or damage to, records or data; or
  - 8.2.3 Special, incidental or indirect damages or for any economic consequential damages (including lost profits or saving), even if GLI is informed of the possibility of such.
- 8.3 Where a class or training is to take place on the Client's premises, the premises shall remain safe at all times. The Client will indemnify, keep indemnified and hold harmless GLI in full and on demand from and against all liabilities, direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including without limitation costs of enforcement) and expenses which GLI incurs or suffers directly or indirectly in any way whatsoever arising out of or in connection with any claim or action against GLI

for death and/or personal injury arising out of the Client's failure to provide safe premises;

- 8.4 Neither party shall be held liable or responsible for delays resulting from the negligence or failure of third parties including suppliers, subcontractors, and or carriers who fail to meet their performance obligations through no fault of the parties, provided however that the party experiencing the difficulty promptly notifies the other party. In that event dates by which performance obligations were scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

**9 WARRANTY**

THERE ARE NO EXPRESS WARRANTIES EXCEPT THOSE CONTAINED HEREIN. THERE ARE NO IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GLI OFFERS PECB OFFICIAL TRAINING, INCLUDING IMPLEMENTATION, AUDITOR, AND INTRODUCTION COURSES WHICH ARE ACCREDITED BY ANSI UNDER ISO/IEC 17024. HOWEVER, NO CLASSES OR TRAINING OFFERED BY GLI ARE ACCREDITED BY ANY REGULATORY OR EDUCATIONAL INSTITUTION. GLI MAKES NO WARRANTY AS TO RESULTS TO BE ATTAINED BY ATTENDING OUR CLASSES OR USING OUR EDUCATION MATERIALS.

**10 NON-ASSIGNMENT & EXCLUSION OF THIRD PARTY RIGHTS:**

Client agrees not to assign, or otherwise transfer any of its rights under this Contract without prior written consent from GLI. A person or beneficiary who is not a party to the Contract shall not have any rights under the Contract to enforce any term of the Contract. Client agrees that no third party may attend unless authorized in writing by GLI.

**11 FORCE MAJEURE:**

GLI will not be in breach of the Contract or otherwise liable to the Client for any failure to perform or delay in performing its obligations under the Contract and it reserves the right to defer the date of provision of the Services if it is prevented from or delayed in performing its obligations under the Contract due to circumstances beyond its reasonable control including, without limitation, any act of God; governmental actions; war or national emergency; acts of threat of terrorism; protests; riot; civil commotion; fire; explosion; flood; epidemic; lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce); restraints or delays affecting carriers; inability or delay in obtaining supplies of adequate or suitable materials; inability to access premises; breakdown or failure of technology or machinery; changes in law which result in the provision of Services as set out in the Contract being or becoming illegal; theft

or malicious damage to GLI's property (whether physical or intangible); and/or failure of a utility service or transport or telecommunications network provided that, if the event in question continues for a continuous period in excess of thirty (30) days, either party shall be entitled to terminate the Contract immediately by giving notice in writing to the other party.

## **12 MODIFICATION AND AMENDMENTS**

GLI's services are limited to the scope of work and as specified in the Statement of Work. Any change in the scope of course or training must be authorized by both Parties in writing and memorialized in a Project Change Notice (PCN).

## **13 SEVERABILITY**

If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.

## **14 CHOICE OF LAW**

The Contract shall be governed by the laws of the state of New Jersey. Any dispute, controversy or claim arising out of, or in connection with this Agreement shall be subject to resolution only in New Jersey and in accordance with the laws of that State then in force.

### ***© Gaming Laboratories International***

***This document is proprietary to GLI and contains confidential information of commercial value, the exposure of which to third parties could adversely affect GLI. This information is supplied in confidence, on the strict condition that no part of it will be reprinted or reproduced for, stored in a retrieval system by, or transmitted to; any parties external to the original contract without the prior written approval of GLI. In particular it will not be exposed to any person or organization that may be in competition with GLI without the prior written approval of GLI. Notwithstanding the above, any regulator may reprint, reproduce and transmit this document or information herein to any party that the regulator, in their sole discretion, deems appropriate.***

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## **Consulting Services Terms and Conditions**

### **General**

The Technical Consultation Services (“Services”) provided by GLI are based upon the technical expertise of **Gaming Laboratories International, LLC** (GLI) for the specific systems listed above. GLI’s performance of the Services shall not disqualify GLI from providing independent testing services to Client. The Services are intended for the sole use of Client in accordance with intended purposes stated above, and may not be relied upon by any other party without the express written consent of GLI. All recommendations, opinions, and findings are not intended as legal advice or a final determination of compliance with technical standards and are based on circumstances and facts as they exist at the time GLI performs the Services. Client acknowledges that any changes in such circumstances and facts beyond GLI’s control and upon which GLI relies in rendering the Services may adversely affect any recommendations, opinions or findings rendered to the Client. Before acting on any recommendations, opinions and findings, Client should consider the appropriateness of the information having regard to its own objectives and needs. Compliance with any laws, regulations and standards not directly related to the aforementioned Services is the sole responsibility of the Client; GLI accepts no responsibility, makes no representations and disclaims any liability with respect to all non-gaming services.

### **Limits on Liability**

This agreement stipulates that GLI is entering this agreement with the Client and its affiliated companies. GLI shall not be liable to any other party with respect to the undertaking of this project. Client agrees that the limitation on damages arising from this agreement with respect to GLI shall not exceed the total amount paid to GLI under this agreement.

### **Independent Contractor**

Client acknowledges that in the performance of the Services herein provided for, GLI shall be, and is, an independent contractor, and is not an agent or employee of Client and shall furnish the Services in its own manner and methods. As an independent contractor, GLI has no authority to bind or commit Client. Nothing herein shall be deemed to or construed to create such authority.

**Warranties**

The Services are performed by qualified personnel in a professional manner by exercising due and customary care, but GLI does not, except where specifically stated, independently verified information provided by Client. Client's sole remedy under this agreement for the failure to perform the Services shall be the right to terminate Client's engagement of GLI.

GLI represents and warrants that it is not restricted or prohibited, contractually or otherwise, from entering into and performing the Services, and that its execution and performance of this Work is not a violation or breach of any other agreement between GLI and any other person or entity.

GLI represents and warrants to Client that (i) subject only to the rights granted herein to Client, GLI is the sole owner of all rights to perform the Services herein, other than any material provided by Client, (ii) GLI has not previously granted any rights in the Services to any third party which are inconsistent with the rights granted to Client herein and (iii) the Services, other than any material provided by Client, will not infringe any patent, copyright, trademark, trade secret or other intellectual property rights of any third party. Upon prompt notice by Client of any allegation or claim under this section, GLI will control defense of any action and have sole discretion whether to defend claims, obtain rights or make alternate arrangements.

THE WARRANTIES SET FORTH IN THIS WORK ARE THE ONLY WARRANTIES GRANTED BY GLI. GLI DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GLI'S AGGREGATE LIABILITY TO CLIENT FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING OUT OF THIS WORK EXCEED THE AMOUNT GLI HAS RECEIVED FROM CLIENT DURING THIS ENGAGEMENT.

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## **Geolocation and Age Identity Verification Controls Assessments**

### **Limits on Liability**

**Gaming Laboratories International, LLC (GLI)** is entering this testing agreement with Client and its affiliated companies. GLI shall not be liable to any other party with respect to the undertaking of this project. Client agrees that the limitation on damages arising from this testing arrangement with respect to GLI shall not exceed the total amount paid to GLI under this agreement.

Client acknowledges that GLI is subject to various regulations imposed by government gaming authorities in a number of jurisdictions around the world. This means that GLI is required to conduct its affairs in a manner which is ethical and in accordance with the regulations imposed by Gaming Authorities Client must not do anything that may jeopardize the eligibility of GLI to hold any license in relation to gaming. GLI reserves the right to terminate this agreement at any time without liability if the continuation of the agreement will jeopardize its ability to be qualified for, hold or maintain any gaming related licenses, permits or approvals with a regulator.

### **GLI Network of Accredited Labs**

GLI and its affiliated companies, reserve the right to use, accept, promote, and report test results from any of the GLI Accredited Test Labs in the GLI Laboratory Network, should it be deemed to be beneficial to the customer and/or GLI and provided the described tests results are derived from testing procedures that are documented and within scope of the performing Laboratory. All tests performed on a customer request and documented in the customer submission will be identified by referencing the test, test description, testing location (lab name), test results (as applicable) and client confirmation that they accept the results of all accredited labs within the GLI laboratory network.

In addition, below are the Terms and Conditions that Client agrees to and will be incorporated into the final report:

### **Terms and Conditions**

This Report is issued solely for the benefit of the Client for use only for and limited to the specific jurisdiction or standards referenced in the Report. This Report may not be relied upon for any reason by any person or entity other than the Client including, but not necessarily limited to, the manufacturer or developer of the items, a non-GLI Laboratory, or a Regulator not named in the Report (“a Third Party”).

Any report produced by GLI is proprietary to GLI and the Client, because it contains confidential information of commercial value, the exposure of which to third parties could adversely affect both GLI and the Client. Accordingly, such confidential information is supplied in confidence, on the strict condition that no part of it will be reprinted or reproduced or transmitted to any parties external to the original contract without the prior written approval of the Parties. In particular, it will not be exposed to any person or organization which may be in competition with any of the Parties without the prior written approval of that Party. The testing performed by GLI is proprietary to GLI and/or various regulators. No third party may use, rely or refer to a GLI evaluation report, test report, certification document or test results without written permission of GLI and the respective regulator. Notwithstanding the above, the Parties may disclose confidential information if required to do so by regulatory agencies, pursuant to the laws and regulations of an applicable jurisdiction or by an order of a properly designated Court of Law in a relevant jurisdiction. However, in either case the Parties agree to immediately notify the other party of such a request.

Notwithstanding the above, any regulator may reprint, reproduce and transmit any document or information to any party that the regulator, in their sole discretion, deems appropriate.

The certification or analysis results established by this report applies exclusively to tests conducted on the specific items submitted, by the manufacturer or any other party, which are described on page one of this report. It is the responsibility of the manufacturer and/or developer of the items submitted to apply for, obtain and maintain all necessary gaming licensure in each jurisdiction in which they do business, including state and tribal jurisdictions, where applicable. Any electrostatic test methods used by GLI are intended only to simulate techniques observed in the field being used to attempt to disrupt the integrity of Electronic Gaming Devices. During the course of the testing, GLI checks for marks, symbols or documents indicating that a device has undergone product safety or RoHS compliance testing, if required. GLI also performs a cursory review of information accompanying the items submitted, where possible and when provided, for evidence that the items have undergone compliance testing for Electromagnetic Interference (EMI), Radio Frequency Interference (RFI), Magnetic Interference, Liquid Spills, Power Fluctuations, Electrostatic Immunity, Electromagnetic Compatibility and Environmental conditions. Compliance with any such regulations related to the aforementioned testing is the sole responsibility of the manufacturer and/or developer of the items submitted; GLI accepts no responsibility, makes no representations and disclaims any liability with respect to all such non-gaming testing. Details of the testing methods used, excluded testing, and actual data showing the testing results are available to the Recipient(s) upon written request.

GLI WARRANTS TO THE RECIPIENT THAT ALL SERVICES PROVIDED BY GLI HEREUNDER HAVE BEEN PERFORMED IN ACCORDANCE WITH ESTABLISHED AND RECOGNIZED TESTING PROCEDURES AND WITH REASONABLE CARE IN ACCORDANCE WITH APPLICABLE LAWS. GLI DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING ANY OF THE FOREGOING, UNDER NO CIRCUMSTANCES SHOULD THE CERTIFICATION OR ANALYSIS RESULTS ESTABLISHED BY THIS REPORT BE CONSTRUED TO IMPLY ANY ENDORSEMENT OR WARRANTY REGARDING THE FUNCTIONALITY, QUALITY OR PERFORMANCE OF THE SUBJECT HARDWARE OR SOFTWARE, AND NO PERSON OR PARTY SHALL STATE OR IMPLY ANYTHING TO THE CONTRARY. THE LIABILITY AND OBLIGATIONS OF GLI HEREUNDER, AND THE REMEDY OF THE RECIPIENT, UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO, AT GLI'S OPTION, REPLACEMENT OF THE SERVICES PROVIDED OR THE REFUND BY GLI OF ANY MONIES RECEIVED BY IT FOR THE SERVICES PROVIDED. IN NO EVENT SHALL GLI BE RESPONSIBLE TO THE RECIPIENT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, EVEN IF GLI HAD BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES AND WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW OR OTHERWISE. ALL RIGHTS AND REMEDIES OF THIRD PARTIES RELATING TO PRODUCTS AND SERVICES THAT ARE THE SUBJECT OF THE CERTIFICATION OR ANALYSIS RESULTS ESTABLISHED BY THIS REPORT SHALL BE THE EXCLUSIVE RESPONSIBILITY OF THE RECIPIENT AND GLI EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER IN CONNECTION WITH SUCH THIRD PARTY RIGHTS AND REMEDIES. GLI AND THE RECIPIENT ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED BY GLI HEREUNDER COULD NOT BE RENDERED BY GLI UNDER THE TERMS PROVIDED HEREIN WITHOUT AN INCREASE IN COST IF GLI WAS REQUIRED TO PROVIDE ANY WARRANTIES IN ADDITION TO, OR IN LIEU OF, OR WAS REQUIRED TO ASSUME ANY LIABILITY IN EXCESS OF, THE FOREGOING.

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