



Product Certification Agreement and Terms and Conditions

1. Terms

For the purpose of this document the following definitions apply:

1.1 Certification Holder

The organization or person who retains proprietary rights and has received a Certificate of Approval from GLI for a specific product, process or service.

1.2 Certificate of Approval

The report issued by the Certification Body (GLI) indicating a specific product, process or service has been tested, and meets the requirements of an applicable GLI Standard and/or a specific jurisdictional requirement or specification.

1.3 Certified Mark User

A Certification Holder that is granted use of the "Gaming Labs Certified"® mark.

1.4 Corrective Action Request (CAR)

An internal report completed by GLI which records the evidence of an investigation. The investigation may be due to intentional or unintentional misuse of the "Gaming Labs Certified" mark. The results of the investigation are reviewed and a determination is made as to the action that will be taken.

2. Use of the "Gaming Labs Certified" Mark

The following terms and conditions shall govern the use of the "Gaming Labs Certified" mark:

2.1 The Certification Holder granted the Certificate of Approval is entitled to use the "Gaming Labs Certified" mark by completing the "Gaming Labs Certified" mark Online application form at www.gaminglabs.com.

2.2 When using the mark, the Certified Mark User must ensure that there is no ambiguity, in the manner the mark is being used or in the accompanying text, as to what has been certified and that the Certification Holder has been granted a Certificate of Approval.

2.3 The "Gaming Labs Certified" mark may only be used in correspondence, advertising, promotional materials, (including the internet), and shall not be used for any other products, services or processes except for those included in the Certificate of Approval as listed within the submitted application.

2.4 The "Gaming Labs Certified" mark shall not under any circumstances be used on a product or product packaging seen by the consumer or in any other way that may imply that the product itself has been certified by the GLI Certified Mark Program. In addition it shall not be displayed on business cards, buildings, organisational flags or vehicles except in approved marketing materials.

2.5 The Certified Mark User shall not make or permit any misleading statement regarding Certification nor shall the Certificate of Approval or part thereof be used or allowed to be used in any misleading manner.

2.6 The Certified Mark User shall amend all correspondence, advertising or promotional materials, the "Gaming Labs Certified" mark is being used in conjunction with when the scope of the Certificate of Approval been amended.

2.7 The Certified Mark User agrees and undertakes the responsibility to discontinue any use of the "Gaming Labs Certified" mark, which is unacceptable to GLI or that would bring GLI and/or the GLI Certified Mark Program into disrepute and lose public trust.



Product Certification Agreement and Terms and Conditions

2.8 Permission to Use the “Gaming Labs Certified” Mark

Occasionally, users of GLI certified products desire to use the “Gaming Labs Certified” Mark on various websites and brochures in relation to the use of a previously GLI certified product, process or service. GLI will permit the use of the “Gaming Labs Certified” Mark on a transfer basis under the following conditions.

- The Mark is displayed only in relation to the product, process or service as certified by GLI.
- The Mark displayed always links to the site seal of the product certified by GLI.
- There is no intentional or unintentional attribution of the Mark to anything but the certified product.
- Users of GLI certified products desiring to use the “Gaming Labs Certified” Mark on various websites and brochures in relation to the use of a previously GLI certified product must provide written evidence, signed by an authorized signatory, confirming to GLI that the authorized user of the Mark is allowing the use of the Mark to the specified and named alternate entities.
- The organization requesting the use of the “Gaming Labs Certified” Mark must agree to GLI’s product certification Terms and Conditions in writing and provide access for surveillance audits of the Mark to confirm compliance.

3. Misuse of Certificates and Marks

3.1 Should intentional misuse of a Certificate of Approval or the “Gaming Labs Certified” mark occur then a major Corrective Action Request (CAR) shall be raised and appropriate action may be taken which may include withdrawal of a Certificate of Approval, revocation of authorization to use the “Gaming Labs Certified” mark, posting a notice of withdrawal to the Gaming Laboratories International® website, or other necessary legal action.

3.2 Should an unintentional misuse of a Certificate of Approval or the “Gaming Labs Certified” mark occur then dependent upon the severity and extent of misuse an appropriately graded CAR shall be raised. Should a minor CAR be raised then it must be remedied with both parties within three (3) months or the CAR shall be regarded as ‘Major’.

4. Suspension or Withdrawal of Approval

4.1 In the event of suspension of the Certificate of Approval, as notified by the “Gaming Labs Certified” mark Administrator in writing, the Certified Mark User need not recall information relating to the Approval, but shall not issue any information which infers that the approval is currently valid, or which includes the Certification of Approval or related certified mark.

4.2 In the event of withdrawal of Certificate of Approval, as notified the GLI Certified Mark Program Administrator in writing, the Certified Mark User shall recall all information relating to the Certificate of Approval, and shall not issue any information which infers that the approval is currently valid, or which includes the Certificate of Approval or related certified marks. The Certified Mark User shall also return all Certificates of Approval issued to them by the GLI Certified Mark Program Administrator. There shall be a reasonable time of 30 days from date of notification allowed for the recall of information, after which disciplinary action may be instigated, including legal action.

5. Adherence

5.1 Adherence to the requirements of these procedures shall be examined during each visit to a Certified Mark User. Instances of non-fulfilment of these requirements may also be discovered by other means and may result in the issuance of a Corrective Action Request (CAR) as described in Section 3.



Product Certification Agreement and Terms and Conditions

6. Surveillance:

6.1 When continuing use of a certification mark is authorized for placement on a product (or its packaging, or information accompanying it) of a type which has been certified, surveillance shall be established and shall include periodic surveillance of marked products to assure ongoing validity of the demonstration of fulfilment of the product requirement. The customer shall be responsible for all actual costs and expenses associated with conducting on-site surveillance audits of certified processes.

6.2 If an onsite surveillance audit is required, GLI will provide the customer of the estimated costs and receive confirmation from the customer of approval of such costs prior to incurring any costs associated with a surveillance audit. The GLI Certified Mark Program Administrator will advise the customer of projected costs and expenses should an on-site surveillance audit be indicated.

6.3 Should an on-site surveillance audit be required and the customer has been informed of the estimated costs of the audit and the customer refuses to approve acceptance of the estimated costs, the GLI Product Certification Decisions Committee (PCDC) will review the customer file and make final determinations regarding the certification status of the customer for the specific product in question. PCDC determinations could include suspension or withdrawal of certification.

7. Changes Affecting Certification:

7.1 When the Certification Program introduces new or significant revised requirements the Certification Body (GLI) shall ensure these changes are communicated to all Certified Mark Users. The Certification Body shall verify the implementation of the changes by the Certified Mark Users and shall take such action as the program shall specify.

8. Fees:

8.1 As a courtesy to our clients, GLI does not charge a fee for the use of the "Gaming Labs Certified" mark on or for products, services or processes.

Agreement / Contract:

By signing this document, the Certification Holder agrees with the terms of use and the Terms and Conditions for using the "Gaming Labs Certified" mark.

This Agreement remains in force from the date of the original application until use of the "Gaming Labs Certified" mark is discontinued.

Signed on behalf of _____ this _____ day of _____, 20____.
(Print Company Name)

(Representative Signature)

(Title)

(Print Name)