

ABC-Online

General Terms for Product certification of Online Games

2nd edition – June 2021

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1. Introduction and Basis for Product Certification of Online Games

The terms in this ABC-Online, shall be complied with to obtain and maintain a product certification according to Swedish Legislation LIFS 2018:8 and LIFS 2018:2 and/or LIFS 2018:4.

The requirements in this ABC cannot be dispensed with and overrules all other terms.

On our homepage www.forcecertification.com we have published an informative guide describing the certification procedures. This guide gives a broader understanding of the certification process and a guide to the information which shall be available. We recommend you to read this guide.

The informative guide cannot replace the requirements described in this ABC.

Definitions:

- **Applicant** is used as collective term for the operator and responsible for Online Game System, who has applied for certification but has not received certification yet;
- **Licensee** is used as collective term for the certified operator and responsible for Online Game System;
- **Certificate** is used as collective term for the accredited certificate declaring conformity with LIFS 2018:8 and LIFS 2018:2 and/or LIFS 2018:4 issued by FORCE Certification A/S;
- **Certification** is used as collective term for the conformity assessment process of the certification;
- **OGS** is used as a short for Online Game System

This ABC applies to conformity assessment according to the conditions in:

Table 1:

Acronym	Directive No.	Directives and Regulations
LIFS 2018:8	SMFS 2018:8*	The Swedish Gambling Authority's regulations and general advice on technical requirements and accreditation of bodies for inspection, testing and certification of gambling service providers;
LIFS-guide	-	Guidelines for the Swedish Gambling Authority's regulations and general advice on technical requirements and accreditation of bodies for inspection, testing and certification of gambling service providers (LIFS 2018:8), and for Chapters 1 and 4 of the Swedish Gambling Authority's regulations and general advice on state lotteries and lotteries for matters of public interest (LIFS 2018:4).
LIFS 2018:2	LIFS 2018:2	The Swedish Gambling Authority's regulations and general advice on responsible gambling
LIFS 2018:4	LIFS 2018:4	Lotteriinspektionens föreskrifter och allmänna råd om statligt lotteri och lotteri för allmännyttiga ändamål
Spellag	SFS 2018:1138	Finansdepartementet OU Spellagen 2018:1138
Spelreg	SFS 2018:1475	Finansdepartementet OU Spelförordning 2018:1475

**Swedish original text: "LIFS 2018:8: Lotteriinspektionens föreskrifter och allmänna råd om tekniska krav samt ackreditering av organ för den som ska kontrollera, prova och certifiera spelverksamhet"; In case of any discrepancies between the English version and the original Swedish version the latter will prevail.*

2. General

Issued and valid certificates are the property of FORCE Certification A/S.

The applicant shall:

- give our examiners and inspectors from FORCE Certification A/S access to the OGS and the production, including (if relevant) access to equipment, facilities, personnel and subcontractors
- forwarding all technical documentation regarding the OGS as described in LIFS 2018:8
- maintain and file all necessary documentation concerning the OGS

3. Changes in current Standards, Accreditation Requirements and Guidelines

If, within the period of validity of the contract the requirements to achieve and maintain a certification according to LIFS 2018:8 and LIFS 2018:2 and/or LIFS 2018:4, international and national standards, accreditation requirements and guidelines change, the Licensee shall implement these requirements before the date of commencement. The certification contract shall be changed accordingly.

4. Recording of Complaints

The applicant is obliged to set up a registration of complaints relevant to certification in accordance with this ABC. This registration shall:

- record all complaints, which the Licensee learns about the OGS compliance with the requirements in the LIFS 2018:8
- be made available to FORCE Certification A/S

The Licensee shall take appropriate action with respect to such complaints and recorded inconsistencies which might influence the fulfilment of the certification requirements.

The Licensee shall document the actions taken.

5. Surveillance visits

In order to maintain the certification FORCE Certification A/S shall make regular surveillance visits with a maximum interval of 12 months.

FORCE Certification A/S gives the Licensee notice at least 6 weeks before a surveillance visit. The visit is carried out according to plan prepared by FORCE Certification A/S and includes selected parts of the overall requirements.

If FORCE Certification A/S notices conditions that require a further surveillance visit, such a visit may be held at short notice.

6. Recertification

FORCE certification A/S contacts the licensee before the expiry date of the certificate so the recertification visit can be performed at least one month before the expiry date.

7. Non-conformities, remarks and problem areas

Documentation for the applicant/licensee's handling of given non-conformities/remarks/problem areas shall be forwarded to FORCE Certification A/S within an established time frame.

Corrections and corrective actions shall be carried out and verified within 90 days after non-conformities/ remarks/problem areas have been informed by FORCE Certification A/S.

In case the verification cannot take place within 90 days FORCE Certification A/S has the right to carry out a new evaluation, which can include a visit at the customer's premises.

8. Postponement or cancellation of audit visits

If the applicant/licensee postpones or cancels a scheduled audit, monitoring audit or recertification visit less than 4 weeks from the first day of the agreed certification dates, FORCE Certification A/S reserves the right to invoice 20% of the price for the certification to cover administrative costs and possible already work done. If a visit is cancelled less than 2 weeks from the first day of the agreed certification dates, FORCE Certification A/S reserves the right to invoice the full amount.

9. Modification of the OGS or the Production Conditions

It is the obligation of the Licensee to immediately notify FORCE Certification A/S of any modification to the OGS, production or operation that may affect compliance with a FORCE Certification A/S issued certificate.

Modifications include modifications such as:

- legal, commercial, organisational status or ownership
- organisation and management, for instance changes of quality management, decision making or technical key personnel
- the OGS or the production method
- production places and sites
- essential modification of the management system (quality)
- changes, in accordance with LIFS 2018:8 chapter 6.

Concerning modifications FORCE Certification A/S decides whether the operation under the current certificate is acceptable or whether the certificate must be suspended while a revised/new certificate can be worked out. This again might mean that further examination/evaluation is necessary.

10. Rules for Communication concerning the Certification

At any communication concerning the certification the Licensee must make sure that:

- FORCE Certification A/S's requirements shall be observed when the Licensee refers to his certification status in the media such as the Internet, brochures or advertisements or in other documents
- there is made no misleading declaration about the certification
- the impression will not be given that the certification is valid for activities beyond the scope of the certification
- the certification will not be used in such a way that could bring discredit on FORCE Certification A/S and/or the certification system and reduce the trust of the public
- certificates are published only in their entirety and extracts of certificates can only be published with FORCE Certification A/S's permission in writing
- all documentation or communication, which refers to the certification is to be stopped immediately if the certification is suspended, withdrawn or the scope is reduced

11. Rules for use of the Certification Mark

DANAK's accreditation mark must not be used on online platforms or on any kind of material (incl. electronic/digital material) prepared by the applicant or licensee.

FORCE Certification A/S does not provide certification mark for this certification area.

12. Withdrawal, suspension and cancelling of certificates or agreements

Should the Licensee decide, that he no longer can or will maintain the certificate, FORCE Certification A/S will cancel the certificate after having given written notification according to the conformity assessment agreement.

FORCE Certification A/S has the right and obligation at any time during its term of validity to withdraw or suspend a certificate under the following circumstances:

- if the licensee has given misinformation
- if the test results of the OGS do not fulfil the specified requirements
- if the licensee does not take corrective action within the time limits agreed upon
- if the licensee refers incorrectly to the certification and its conditions
- if the licensee misuses the certificate, the agreement or the mark
- if the licensee does not comply with the financial terms and conditions of the certification agreement
- if the licensee in any way brings discredit on FORCE Certification A/S or violates the certification agreement

A licensee shall be notified in writing of withdrawals and the letter must include information about appeal procedures.

FORCE Certification A/S will make public any such certificate suspension, withdrawal or cancellation in the manner that FORCE Certification A/S finds most relevant in the case in question.

Immediately after the announcement of withdrawal, the certificate is no longer valid and the licensee's certification will be invalidated by FORCE Certification A/S.

13. Confidentiality

FORCE Certification A/S treats all information gained by its representatives, including any sub-suppliers during the certification process or in any other manner as strictly confidential and will not pass on such information to unauthorised persons without the written consent of the applicant/licensee in question. FORCE Certification A/S has taken measures to ensure that confidential information is not accessible to unauthorised persons.

FORCE Certification A/S is under an obligation upon request to supply DANAK and Swedish Gambling Authority with all necessary information for use with its surveillance of our accreditation. FORCE Certification A/S is under an obligation to receive surveillance visits by DANAK, and the licensee must accept that such a surveillance visit can include the conformity assessments activities at the licensee's premises.

Provisions related to GDPR

FORCE Certification A/S does not require general access to applicant/licensee registrations including registered personal data, and access to sensitive personal data must be cut off. FORCE Certification A/S will not select or extract personal data from the applicant/licensee's registrations.

FORCE Certification A/S must have the opportunity to judge a representative number of employees in order to assess the competence of the staff within the applied certification scheme. This review will mainly take place when visiting the applicant/licensee's premises. If, in case of applications or documentation of corrective actions, the applicant/licensee sends evidence of employee competence to FORCE Certification A/S, this documentation shall not contain any personally sensitive information including CPR numbers, special categories of personal data, union membership or health information. FORCE Certification A/S deletes documents containing personal data after the assessment.

14. Appeals and complaints

An appeal against a decision made by FORCE Certification A/S shall be addressed in writing to FORCE Certification A/S within 4 weeks after the applicant/licensee has received the decision.

A complaint against FORCE Certification A/S's activities in connection with the certification shall be addressed in writing and be received by FORCE Certification A/S within 4 weeks after the issue date of the certificate.

Information on contact and procedure for appeals and complaints appears from www.forcecertification.com.

15. Publication

FORCE Certification A/S undertakes to publish an up-to-date list with the following information about the registered certificate holders:

- number of certificate, date of issue and date of expire
- full identification about applicant (name, address(es))
- identification of the scope of certificate
- relevant legislation
- special limitations with respect to the scope

- status concerning validation, suspension or withdrawal

16. Cancellation

The contract of cooperation or certification agreement can be cancelled by both parties with 90 days written notice.

In the notice period the certificate remains valid if the OGS is maintained according to the certification requirements.

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Changes from 1st. edition:

- *Deletion of certification mark in par. 11*
- *Section 12: the requirement to return the certificate at the end of the certification is omitted*