



**“Gaming Laws and Regulations”
Version 1.1**

These Gaming Laws and Regulations were enacted by the Six Nation's Gaming Commission ("Commission") by the Six Nations of the Grand River Indian Reserve No. 40 and 40(a) December 3rd, 1996 -B.C.R. # 58-1996/97

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SIX NATIONS GAMING COMMISSION

The Six Nations have made numerous treaties with France, Holland, Great Britain, the United States of America and other Indian Nations. These treaties recognized that any individual Nation or the whole Six Nations have rights as sovereign and independent Nations to enter into agreements with the other Nations.

Since the beginning of the eighteenth century, the sovereign Six Nations have been faithful allies of Great Britain and have fought in wars with England against the French and the United States of America. As a result of the Treaty of Paris of 1783 between Great Britain and the United States of America, which ended the American War of Independence, it became necessary in 1784 and the years following for the majority of the Six Nations to migrate to the British Colony of Canada where they have remained ever since.

The Six Nations still possess the sovereign and independent right to govern themselves and to make laws that will be beneficial to the people of the Six Nations. Due to these laws, the Six Nations Gaming Commission has been established with the sole purpose *“to operate for the benefit of the people of the Six Nations and to be accountable to the people of the Six Nations”*.

1. Six Nations Gaming Authority

1.1 Mission Statement

The mission of the Six Nations Gaming Commission is to provide a lawful and regulated environment, which is beneficial for both players and operators. The Regulations set forth herein are intended to:

1. provide a framework for the regulation and control of interactive gaming and interactive gaming related activities conducted within the jurisdiction of the Commission;
2. ensure that interactive gaming and interactive gaming related activities are operating within the framework set forth in these Regulations to protect both the License Holders and the players;
3. ensure that the interactive gaming providers treat their players in a manner which is conducive to continuing operation, namely prompt payment to winners, quick resolution of reported problems/breaches, prompt responses from Commission resolutions and player account confidentiality.

1.2 Governing Law

This Agreement shall be governed by and construed in accordance with the domestic laws of the Six Nations of the Grand River Reserve 40 and 40(a) without giving effect to any choice or conflict of laws, provision(s) or rule(s) that would cause the application of the domestic laws of any other jurisdiction.

1.3 Rights of the Commission

1. In accordance with the Governing Law, the Six Nations Gaming Commission may, subject to the provisions of the Six Nations Gaming Law and the Six Nations Gaming Regulations as specified hereunder, grant a gaming license to a business or an entity, authorizing the running of Commission authorized interactive games by means of a telecommunication device, including the Internet. The Commission may also, in accordance with the provisions specified within these Regulations, authorize the Holder of an Interactive Gaming License to provide one or more gaming providers the authorization to produce and control interactive gaming applications and content.
2. The Regulations set forth hereunder, apply to all interactive gaming activities conducted by or from a Licensed Facility located within the Six Nations of the Grand River Reserve 40 and 40(a).

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1.4 Members of the Commission

The Commission shall consist of as many members, from time to time, as approved by the Six Nations Elected Council.

1. The Chair shall be selected from amongst the Commission members.
2. The Chair shall preside over meetings of the Commission.
3. A majority of the members shall constitute a quorum.
4. The term of office shall be as directed by the Six Nations Elected Council.

1.5 Responsibilities of the Commission

The Commission shall have the following responsibilities, which include but are not limited to:

1. monitor gaming activities on a continuing basis;
2. issue or revoke licenses as deemed necessary;
3. pursue any violations of these regulations;
4. conduct background investigations as may be deemed necessary;
5. ensure that all persons involved in gaming are licensed and bonded, as required;
6. ensure that all patrons who participate in any and all gaming activities conducted on Six Nations of the Grand River Territory are of the legal age of eighteen (18) years.

1.6 Powers of the Commission

The Six Nations Gaming Commission shall license and regulate all gaming activity on the Six Nations of the Grand River Territory. The powers to license and regulate activities shall include:

1. the right to grant a License;
2. the right to demand a financial accounting or an audit from any organization that has been granted a License;
3. the right to suspend any License granted to an organization;

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4. The right to lay charges and prosecute those charges in the Six Nations of the Grand River Justice System against any person(s) for a violation or any of the provisions of these Regulations.

1.7 Definitions

1. An **Accredited Firm** refers to an internationally recognized agency whose primary focus is to access the financial status of an organization.
2. An **Applicant** is the person(s) duly authorized to make the Application to the Commission on behalf of the Candidate.
3. An **Application** refers to the set of documents that must be completed and submitted to the Commission as part of the License approval process.
4. A **Candidate** is a business/entity that has approached the Commission with an interest in obtaining a License.
5. The **Commission** is established by the Six Nations Elected Council Resolution. This commission is known as the Six Nations Gaming Commission.
6. **Dollars** means dollars in the currency of the United States of America.
7. A **Gaming Provider License** refers to the special authorization given to a business/entity that has been selected by the Commission to produce and to control gaming related software applications.
8. An **Interactive Gaming License** refers to the authorization from the Commission to conduct gaming related activities in a Licensed Facility by the Commission.
9. **Law** refers to the set of rules and regulations set forth within this document in accordance with the Gaming Control Act, 1992 and its regulations and the terms and conditions of the License that the Six nations Gaming Commission approves.
10. A **License** refers to an Interactive Gaming License, a Gaming Provider License or a Temporary Gaming License.
11. **License Fee** is a monthly fee for either the Interactive Gaming License or the Gaming Provider License.

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- 12. Licensed Facility** is the premise of the certified establishment that was approved by the Commission.
- 13. A License Holder** is a business/entity that has been granted an Interactive Gaming License, a Gaming Provider License or a temporary Gaming License by the Commission.
- 14. A Principal** is a person within the business/entity who has legal authority to sign binding legal agreements.
- 15. The Regulations** are the set of rules specified herein which govern the operation of any Commission authorized gaming activity.
- 16. Sub-License Holder** is a business/entity that has been granted a License, under a Gaming Provider License or an Interactive Gaming License.

2. The five stages for obtaining a Gaming License

2.1 Notice of Intent

All potential Candidates must submit a Notice of Intent to the Commission, which must include, but is not limited to:

1. reason(s) for seeking a License;
2. duration of License term;
3. type of License sought.

2.2 Initial Assessment

1. All Candidates must undergo an initial assessment prior to submitting an Application to the Commission for consideration.
2. Subsequent to receiving and reviewing a Notice of Intent, the Commission will, in its sole discretion, determine if the Candidate is suitable for continuing with the Application process or be declined.
3. In the event where the Commission has found the Notice of Intent to be encouraging, the Commission will undertake an Initial Assessment to further determine candidate suitability.
4. The Assessment will include, but is not limited to:
 - a. number of interactive games seeking authorization;
 - b. projected number of new interactive game authorizations within the next six (6) months.
5. In the event that Candidates are asked to provide any and all documentation to the Commission, all documentation must be presented to the Commission within ten (10) days. These documents may include, but are not limited to:
 - a. equipment hardware value;
 - b. future equipment hardware value.

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6. Where the Commission has deemed that, subsequent to an Assessment, the Candidate lacks sufficient grounds for obtaining a License, the Commission will provide written notice within thirty (30) days of Candidate rejection.
7. An assessment for Candidate suitability may require a phone interview with a Commission designated representative.

2.3 Application Submission

1. Upon a satisfactory assessment, the Commission shall notify the Applicant/Candidate within ten (10) days that an Application may be submitted to the Commission for consideration.
2. The Application(s) must be submitted with all required documentation and payment of all fees. Failure to include all requested documents and pay fees may result in License rejection.
3. In the event where the Commission has returned the Application to the Applicant for additional or missing information, then the Applicant has thirty (30) days to submit the requested information.
4. Failure to observe the aforementioned time limit may result in the Application being rejected and Applicant will have to resubmit the Application including any and all fees.
5. The Commission, in its sole discretion, may waive this time restriction.

2.4 Investigation

1. All Principals named in the Application shall be subjected to an investigation for, but is not limited to:
 - a. criminal record(s);
 - b. financial stability;
 - c. reputation;
 - d. reference checks.

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2. Investigations performed on the Candidate (i.e. business/entity applying for a License is also subjected to an investigation for, but is not limited to:
 - a. current legal position (current or pending suits);
 - b. financial position;
 - c. industry reputation;
 - d. reference checks.

2.5 Approval

1. Subject to a Commission approved Application and satisfactory investigation results, the Commission, in its sole discretion, may or may not award a License to an Applicant.
2. Written notice of the results of the Application submission shall be sent to the Applicant within thirty (30) days.
3. If the Commission, in its sole discretion, has decided to reject an Application, then the Applicant/Candidate may re-apply for a License after a six (6) month waiting period.

3. License Classes

3.1 Application Forms

All Application forms, shall include but are not limited to:

1. the name, address, telephone number, and fax number of the Applicant and of the business/entity applying and all its Principals;
2. a signed oath of information legitimacy;
3. a signed release which gives the Commission the right to acquire information about the Applicant/business/entity and/or the Principals from various sources;
4. a completed “Document Checklist”.

3.2 Interactive Gaming License

1. All forms for the Application for an Interactive Gaming License must be submitted to the Commission. These forms are marked as the Business Information Declaration Form (the “BIDF”) and the Personal Information Declaration Form (the “PIDF”).
2. The Application for an Interactive Gaming License must be accompanied by a non-refundable deposit in the amount of Five Thousand (\$5,000.00 US) Dollars.
3. The Application for an Interactive Gaming License must also be accompanied by a non-refundable deposit in the amount of Two Thousand Five hundred (\$2,500.00 US) Dollars for each Principal.
4. In the event that the Commission does not receive full payment within thirty (30) days of the date of submission, processing of the Application will be suspended until the full deposit is received.
5. Upon receipt of an Application, the Commission will promptly consider the application and may:
 - a. grant a temporary Interactive Gaming License;
 - b. issue an Interactive Gaming License, within thirty (30) days, upon full receipt of the deposit(s) providing the Application and the requirements are fully met and accepted by the Commission.

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6. In the event of an incomplete Application, the Commission will return the Application with a request to complete any outstanding information and suspend Application processing until such time as the Commission receives a completed Application.
7. In the event that an Application is denied, the Commission will outline its reason(s) for the denial in writing to the Applicant/Candidate.
8. Interactive Gaming License renewals shall take place at the end of the term and will not be issued for any period longer than three (3) years.
9. An Interactive Gaming License may not be sold, transferred, mortgaged or assigned and remains the property of the Commission in perpetuity.
10. Any additional expenses incurred as a result of the Application will be charged to the Applicant/Candidate. The Commission reserves the right, in its sole discretion, to suspend processing until such amounts are received.
11. The Commission shall refuse to register an Applicant or to renew the Application of an Applicant if,
 - a. there are reasonable grounds to believe that the Applicant/Candidate will not be financially responsible in the conduct of the business, having regard to the financial history of:
 - i. the Applicant/Candidate or persons interested in the Candidate, or
 - ii. the officers, directors or partners of the Candidate, or persons interested in those officers, directors or partners, in the case of a Candidate that is a corporation or partnership
 - b. there are reasonable grounds to believe that the Applicant/Candidate will not act in accordance with the Law, or with integrity, honesty, or in the public interest, having regard to the past conduct of:
 - i. the Candidate or persons interested in the Candidate, or
 - ii. the officers, directors or partners of the Candidate, or persons interested in those officers, directors or partners, in the case of a Candidate that is a corporation or partnership, or

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- c. the Applicant/Candidate is carrying on activities that are, or will be, if the Applicant/Candidate is registered, in contravention of these Regulations, or the terms of the registration
- 12. Licenses provided under the Interactive Gaming License agreement will be the responsibility of the License Holder to ensure that those Sub-License Holder(s) abide by these Regulations.
- 13. All Employees' of the Sub-License Holder(s) must be at least eighteen (18) years of age and bondable.
- 14. No Sub-License Holder(s) shall induce or cause or attempt to induce or cause any breach of the terms of the License.
- 15. In the event, where a License holder has produced their own gaming software applications, each game being offered for play must be approved by the Commission prior to activation.
- 16. Game authorizations must be submitted to the Commission in the form marked as "Game Authorization Form".
- 17. In the event where games are being offered for play without Commission authorization, the Commission may in its sole discretion suspend License Holder's License pending a full investigation.

3.3 Gaming Provider License

- 1. The Commission may authorize an Interactive Gaming License Holder to produce and control interactive gaming related software applications located at the Licensed Facility.
- 2. In addition to the forms completed for the Application for an Interactive Gaming License, an additional form marked as Gaming Provider Application Form must be submitted to the Commission.
- 3. The application for a Gaming Provider License must be accompanied by a non-refundable deposit in the amount of Five Thousand (\$5,000.00 US) Dollars.
- 4. In the event that the Commission does not receive payment within thirty (30) days of the date of submission, processing of the Application will be suspended until the deposit(s) is received.

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5. Upon receipt of an Application, the Commission will promptly consider the Application and may:
 - a. Grant a temporary Gaming Provider License;
 - b. Within thirty (30) days, issue a Gaming Provider License upon full receipt of deposit(s) providing the application and the requirements are fully met and accepted by the Commission.
6. In the event of an incomplete Application, the Commission will return the Application with a request to complete outstanding information and suspend Application processing until such time as the Commission receives a completed Application/Candidate.
7. In the event that an Application is denied, then the Commission will outline its reasons for the denial in writing to the Applicant.
8. Gaming Provider License renewals shall take place at the end of the term and will not be issued for any period longer than three (3) years.
9. A Gaming Provider License Holder shall be responsible and accountable for all activities related to the software applications or services produced and/or controlled under these Regulations.
10. Any breach of the Law and/or these Regulations by a License Holder may result in the suspension or revocation of the License.
11. A Gaming Provider License may not be sold, transferred, mortgaged or assigned.
12. The Commission shall refuse to register an Applicant/Candidate or to renew the Application of an Applicant/Candidate if:
 - a. there are reasonable grounds to believe that the Applicant/Candidate will not be financially responsible in the conduct of the business, having regard to the financial history of,
 - i. the Applicant/Candidate or persons interested in the Applicant/Candidate, or
 - ii. the officers, directors or partners of the Applicant, or persons interested in those officers, directors or partners, in the case of a Candidate that is a corporation or partnership;

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- b. there are reasonable grounds to believe that the Applicant/Candidate will not act in accordance with law, or with integrity, honesty, or in the public interest, having regard to the past conduct of,
 - i. the Applicant/Candidate or persons interested in the Applicant/Candidate,
 - ii. the officers, directors or partners of the Candidate, or persons interested in those officers, directors or partners, in the case of a Candidate that is a corporation or partnership, or
 - c. the Applicant/Candidate is carrying on activities that are, or will be, if the Applicant/Candidate is registered, in contravention of this Act, the regulations, or the terms of the registration.
- 13.** Gaming sites submitted to the Commission for authorization from a Gaming Provider License Holder shall have the same termination date as the Gaming Provider License.
- 14.** Licenses provided under the Gaming Provider License Agreement will be the responsibility of the License Holder to ensure that those Sub-License Holder(s) abide by these Regulations.
- 15.** Each Sub-License Holder(s) shall be required to complete and submit to the Commission both the PIDF, for each Principal, and a BIDF, along with the required Application Fees.
- 16.** All Employees' of the Sub-License Holder(s) must be at least eighteen (18) years of age and bondable.
- 17.** No Sub-License Holder(s) shall induce or cause or attempt to induce or cause any breach of the terms of the License.
- 18.** Gaming Provider License holders must have approval of the Commission for each game being offered for play prior to activation.
- 19.** New games seeking authorization must be submitted to the Commission in the form marked as "Game Authorization Form".
- 20.** In the event where games are being offered for play without Commission authorization, the Commission may in its sole discretion suspend License Holder's License pending a full investigation.

3.4 Temporary Licenses

1. Upon receipt of the non-refundable deposit(s), the Commission may issue a Temporary Gaming License until such time as the Commission reviews all Application forms and/or completes any investigations deemed necessary.

2. To be granted a Temporary License, the Commission must have proof of at least one of the following fair gaming practices which were conducted by a recognized and reputable firm, which may include;
 - a. IGSN (www.igsn.com),
 - b. BMM (www.bmm.com.au),
 - c. CFG (www.gamingmath.com),
 - d. Price Waterhouse Coopers (www.pwc.com), or
 - e. Technical System Testing North America Inc. (www.tstglobal.com).

3. A valid report from a Personal Probity check from the Applicant and all Principals must be submitted to the Commission, if applicable.

4. If a current (less than 1 year old) probity check is submitted to the Commission, then the Commission may waive the fee(s) for the Candidate and the Principal(s).

5. Granting of a Temporary Gaming License by the Commission does not compel the Commission to issue an Interactive Gaming License nor a Gaming Provider License.

6. A Temporary Gaming License shall only be valid for one hundred and eight (180) days upon issuance. Any continuances of this term shall be at the sole discretion of the Commission.

7. An expired Temporary Gaming License has no privileges under these Regulations unless otherwise specified by the Commission.

8. Any breach of the Law or the Regulations by the Holder of a Temporary Gaming License may result in the immediate revocation of the Temporary Gaming License subject to a complete investigation by the Commission.

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9. No License Holder shall induce or cause or attempt to induce or cause any breach of the terms of the License.
10. Any suspension and/or revocation of a Temporary Gaming License may affect any pending decisions to grant any further Licenses.
11. All Temporary Gaming License Holder(s) shall assume the same restrictions and responsibilities under these Regulations as any full License Holder(s).

3.5 Restriction on Services

No License holder shall provide goods or services related to the conduct, management or operation of gaming events, other than those goods or services prescribed by these regulations.

4. Applications

4.1 Conditions for Granting or Denying an Application

1. The Commission may grant an Application for an Interactive Gaming License or a Gaming Provider License only if the Commission is satisfied that:
 - a. all documents have been completed;
 - b. all documents have been submitted;
 - c. all deposits have been remitted.
2. During the Application process, the Commission will determine the suitability of a Candidate based on, although not solely:
 - a. the Candidate's business reputation, current financial position and financial background;
 - b. in the case of a Gaming Provider License, that Candidate has sufficient resources and technical ability to provide the services applicable for interactive gaming activities;
 - c. pending a full investigation, outcome is sufficient as to the Candidate's business standing;
 - d. all Principals/Applicants are found to be suitable.
3. The Commission, in its sole discretion, reserves the right to deny any Application(s) even though all the requirements have been met.

4.2 Application Appeals

1. A License Holder who has been declined a License may within thirty (30) days request a hearing in front of the Commission to plead the grounds which resulted in the application rejection.
2. Within thirty (30) days upon written receipt of a hearing request, the Commission will set a date and return a written notice to Applicant.
3. During the hearing process, the Applicant shall have the opportunity to present any additional information which was not included in the application at the time of submission.

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4. The Commission may, without giving reasons, reject an application after the hearing if, in the opinion of the Commission, the application discloses no substantial new evidence or no material change in circumstances since the refusal took effect.

4.3 Renewal Applications

1. All Gaming Licenses, excluding Temporary Gaming Licenses, issued by the Commission are valid for a minimum of one (1) year and up to a maximum of three (3) years as of the date shown on the License.
2. Renewal of an Interactive Gaming License or a Gaming Provider License must be submitted to the Commission in the form marked as "License Renewal Form", prior to thirty (30) days of the License termination date.
3. A Renewal Application must be accompanied by a non-refundable renewal fee in the amount of Three Thousand (\$3,000.00 US) Dollars for an Interactive Gaming License and a fee in the amount of Five Thousand (\$5,000.00 US) Dollars for a Gaming Provider License, if applicable.
4. The Applicant/Candidate shall be held responsible for any costs incurred by the Commission related to the processing of the renewal application.
5. In the event the Commission does not receive a renewal payment for either an Interactive Gaming License or a Gaming Provider License on or before the termination date, the Commission shall revoke the License.
6. In the event a renewal application is rejected, the Commission will state its reasons for the refusal in writing to the Applicant.
7. The Commission's decision whether to renew a License to a current License Holder will include not only the outcome of any investigation(s), but also of any complaints, concerns or problems which may have manifested during the previous licensing period. If the Commission deems that the complaints, concerns or problems are sufficiently serious and/or numerous, then the Commission, in its sole discretion, may deny the renewal and revoke the License.

4.4 Information Changes

1. License Holders are required to submit written reports to the Commission of any change(s) of information which was submitted in the “Information Change Form”. These changes include, but are not limited to:
 - a. business/entity name changes;
 - b. business/entity address changes;
 - c. principal change(s);
 - d. any investigations.
2. License Holders are required to submit written reports to the Commission of any change(s) of information which was submitted in the Beneficial Owner/Principal Change Form. These changes include, but are not limited to:
 - a. name changes;
 - b. address changes;
 - c. any investigations.
3. Business or Entity change submissions are to be made with a form marked as “Information Change Form”.
4. Principal change submissions are to be made with a form marked as “Principal Change Form”.
5. Any information change (addresses, addition or removal of Principals, etc.) must be reported to the Commission at least ten (10) days prior to the date of enactment.
6. No registered License Holder shall provide goods or services under a name other than the name under which the License Holder is registered
7. Informational changes made and not provided to the Commission within the allotted timeframe may result in the immediate suspension or revocation of the Interactive Gaming License, Gaming Provider License or Temporary Gaming License to which the change relates.
8. Failure to submit information changes to the Commission may result in the immediate suspension of a License.

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9. In the event where a new Principal fails the Personal Probity Check, then the Commission in its sole discretion, may suspend a License.

4.5 Amendments to Licenses

1. The Commission, in its sole discretion, may amend condition(s) to a License if it considers the amendment(s) which concerns the lawful and proper conduct of gaming related activities.
2. In the event that the Commission has amended condition(s) to a License, then the Commission must give prompt notice to the License Holder of the additional amendment(s) via the form marked as “License Amendment”.
3. The Commission may make emergency amendments, based on these Regulations, to a License, effective immediately at its sole discretion without notice.

4.6 Suspending Or Revoking A License

1. The Commission reserves the right to suspend or revoke a License in the following occasions, but is not limited to:
 - a. the License Holder has been convicted of an indictable offence in any recognized jurisdiction;
 - b. the License Holder has taken advantage of bankruptcy law(s) or is in insolvency;
 - c. the business/entity of the License Holder has been appointed a trustee or the like in a recognized jurisdiction;
 - d. the License Holder has breached any terms and conditions of these Regulations;
 - e. the License Holder has difficulty in meeting fee deadlines;
 - f. the License Holder is no longer suitable to hold a License;
 - g. The Commission discovers any sufficient evidence which supports the action(s) taken to revoke a License;
 - h. Any other reason that the Commission feels would be necessary in the public interest;

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- i. the License Holder/Applicant knowingly furnishes false information in any application under these regulations or in any statement or return required to be furnished under these regulations being a License holder, fails to comply with a term or condition of these regulations.
 - j. where the Commission has undertaken to suspend or revoke a License, the Commission, in its sole discretion, may instruct the operators of the Licensed Facility to halt all services to the License Holders equipment until such time as the Commission instructs otherwise.
2. Each Principal shall receive a copy of the notice from the Commission.
 3. License Holders who have had their License suspended must cease all interactive gaming related activities upon receipt of notice.
 4. License Holders may resume operations upon receipt of continuance from the Commission allowing the License Holder to resume conduct of interactive gaming activities.

4.7 Application Investigation

1. Before an Application is approved, the Commission, in its sole discretion, may conduct any necessary investigation(s) to assess suitability of the Candidate.
2. The Commission may make such inquiries and conduct such investigations into the character, financial history and competence of a Candidate for Licensing or the renewal of a License, an Applicant or persons interested in the Applicant and all Principals, as are necessary to determine whether the Candidate meets the requirements of this Act and the Regulations.
3. The Commission may solicit any Law Enforcement Agency to obtain information on, but is not limited to:
 - a. individuals who are in a management position within the Candidate's organization;
 - b. close associates of any Principals.

5. Control Systems

5.1 Control System Requirements

1. To ensure fair and equal gameplay, the Commission will establish guidelines, which License Holders will follow. These provisions will require that the License Holder will:
 - a. perform suitable checks to verify player information and age;
 - b. address and prevent suspicious activities of player accounts;
 - c. report to the Commission any breaches of system integrity;
 - d. make readily available the rules for every authorized game, which include, but are not limited to:
 - i. name of game,
 - ii. rules of the game,
 - iii. instructions on how to play, or
 - iv. payout table;
 - e. ensure game rules are clear as not to mislead players;
 - f. ensure game rules are not changed during a game session;
 - g. ensure game(s) are auditable;
 - h. date of last update of game(s) should be clearly visible;
 - i. contact information for services to Problem Gambling Services should be made available to players;
 - j. provide the Commission with an account which cannot be used to play interactive games nor be cashed out, but is used to log into the system and to confirm that control systems specified are in use.

5.2 Control System Submission

1. An amendment or change of an approved control system must be submitted to the Commission for approval on the form marked as “Control System Change Form”.
2. A control system amendment must be submitted to the Commission at least sixty (60) days prior to the enactment date.
3. The proposed control system amendment must clearly outline:
 - a. the game to which the control system applies;
 - b. the effect the amendment will have on any existing games;
 - c. the benefit of the amendment for both business/entity and players.
4. In the event that the Commission refuses to authorize an amendment, it will serve written notice to the License Holder within thirty (30) days detailing:
 - a. reason(s) for refusal;
 - b. area(s) of possible conflicts;
 - c. if the control system negatively impacts player experience;
 - d. the opportunity for a License Holder to resubmit any changes to the commission for further consideration.

5.3 Awards and Prizes

1. In the event that a monetary prize is won, a License Holder is required to remit a credit to a player’s account within a maximum of five (5) days.
2. In the event that the Commission is notified of a License Holder which has not remitted any credit to a prize claim by a player shall be placed under investigation until such time as the claim has been resolved.
3. In the event where a player has been awarded a non-monetary prize, then the License Holder must, within a maximum of five (5) days, provide player with proof of prize delivery via a tracking number with a recognized delivery system (i.e. FedEx, Purolator, UPS).

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4. In the event where a prize shipment has been returned, due to incorrect address information given by player, then the prize shall be delivered to the Commission to be held for a period of ninety (90) days, after which the Commission may, at its sole discretion, disperse.
5. In the event that a player makes a claim and the claim with the License Holder is not resolved in a timely fashion, then the player may request the Commission and its agents, to review the case and possibly intervene to resolve the claim.

5.4 Game Interruptions

1. Any monies remaining in the player's possession shall be credited back to the players account.
2. Game play rules for every authorized game should be made readily available to players at all times.
3. In the event where a License Holder believes that a prize has been won by illegal means, the License Holder may withhold the prize until such time as the License Holder conducts any investigation(s) up to a maximum time period of sixty (60) days.
4. If a License Holder has withheld a prize regarding the foregoing section, a License Holder must immediately notify the Commission regarding:
 - a. all information leading to the assumption wherein the prize was withheld;
 - b. the result of any investigation(s).
5. In the event where numerous complaints regarding disconnections have been reported, a License Holder must immediately cease game operation(s) pending a full investigation.
6. Any investigations reported to the Commission will be used to consider the Commission's action(s), based on the report, either to support the License Holder's decision to withhold a prize or to support the player claim to the winnings.

5.5 Complaints

1. A License Holder is obligated to fully investigate any complaints reported by a player concerning the operations of a Commission authorized game.
2. Within sixty (60) days upon the receipt of a complaint to a License Holder, the complaint must be resolved.
3. In the event where the complaint has not been resolved, then written notice must be sent to the complainant regarding the action(s) taken by the License Holder to resolve the issue.
4. In the event where a complaint has not been addressed or resolved within sixty (60) days, then written notice must be sent to the Commission providing all information regarding the complaint.
5. In the event where the Commission has received a complaint regarding a License Holder's lack of complaint resolution, within the allotted time period of sixty (60) days, the Commission shall:
 - a. serve written notice to the License Holder demanding a full investigation be conducted immediately and full report presented to the Commission within ten (10) days;
 - b. in the event where the allotted time has expired and no report presented to the Commission, immediately suspend a License Holder's License(s) pending a complete investigation;
 - c. either direct the License Holder to settle all claims or support the License Holder's decision to withhold any winning.

5.6 Complaint Logging

License Holders are required to log all complaints made by players. Quarterly complaint logs should be submitted to the Commission.

5.7 Gaming Currency

1. When a particular currency is used to place wagers and bets, the type of currency used must be clearly displayed to the players.
2. In the event where credits are used instead of currencies to place wagers or bets, the ratio of credits to points must be made clearly available to players at the time of purchase.

5.8 Forced Game Interruptions

1. All games must have the functionality to be disabled and enabled at any given moment.
2. In the event where a game has been disabled, an entry must be placed in an audit log as to the reason(s) for the game disruption.
3. Where a game has been enabled subsequent to being disabled, an entry must be placed in an audit log outlining the nature of the problem and the steps taken to repair such problems.
4. The Commission may at any time request that License Holders produce audit logs concerning forced game interruptions.

5.9 Transaction Logging

License Holders must log all wagering transactions, which consist of but are not limited to the following:

1. player winnings/losses;
2. player purchases/cash-outs;
3. change of prize tables, odds, commissions, percentages or other payouts.

5.10 Infrastructure Requirements

All connections in the Licensed Facility to the License Holder's infrastructure must pass through at least one approved application-level firewall.

1. Networks on the inside (secure side) of the firewall should use RFC1918 compliant network numbers (private addresses).
2. At least one intrusion detection system (IDS) must be located within a License Holder's network.
3. The primary Domain Name System (DNS) server used to resolve DNS queries must be controlled by the License Holder and located in the Licensed Facility.
 - a. There must be at least one secondary server that is able to resolve DNS queries which is located at a separate location to the primary server.

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- b. Zone Transfers between the primary server and the secondary servers must occur at least once every 24 hours.
4. Where data being passed from server to server is of a sensitive nature, License Holders are required to ensure that such communications are secure and encrypted. The following are examples of sensitive items which would require encryption:
 - a. Encryption keys;
 - b. PIN's or passwords;
 - c. Account numbers and details;
 - d. Money transfers to or from player accounts;
 - e. Jackpot commands and parameters;
 - f. Account balances;
 - g. Wagers;
 - h. Results;
 - i. Credit and debit card details;
5. All sensitive data being transmitted to and from License Holder's equipment must be encrypted on an end-to-end basis (i.e. the data must never appear on a LAN or WAN in an un-encrypted form).
6. All critical data must be on a schedule to be backed up on a daily basis with the ability to be recovered at any time since the last backup to the point in time at which the system failure occurred.

6. Rules

6.1 Player Age

1. All players who take part in any authorized game, must be at least eighteen (18) years of age or older.
2. All License Holders are required to ensure that this age limit is imposed on all player accounts.
3. Any winnings by players under the age of eighteen (18) shall have their winning reclaimed and directed to the Commission to be dispersed at its sole discretion.
4. All employees and/or contractors of the License Holder must be at least eighteen (18) years of age and bondable.

6.2 Use of Language

1. License Holders are required to ensure that a player cannot register names (i.e. player id's, handles) which are deemed rude, offensive, abusive, or obscene.
2. License Holders are required to ensure that in any interactive areas, language deemed as rude, offensive, abusive or obscene is not used and should be prohibited.

6.3 Electronic Advertising

1. Electronic advertising (including email, aka. SPAM) which originates from the Commission Licensed Facility will be subject to an immediate halt to all services pending a complete investigation.
2. In the event that the investigation proves that the advertising did originate from the Licensed Facility, the License Holder shall be faced with a five thousand (\$5,000.00 US) dollar fine for each infringement.
3. The Commission's absolute zero tolerance policy against SPAM ensures continued operations to all clients without interference from outside sources due to block lists (i.e. SpamCop, SPEWS, RBL, etc.).

6. 4 Gaming Offences

Independence of the Commission and its Agents

1. Acting members of the Commission or any of its appointed agents must not participate in any authorized game.
2. Acting members of the Commission or any of its appointed agents must not:
 - a. have any existing financial relationship with a potential or current License Holder;
 - b. be currently employed by a potential or current License Holder;
 - c. seek employment, either directly or indirectly, from a potential or current License Holder;
 - d. have a vested business interest, either directly or indirectly, in a current or potential License Holder.
3. Former Commission members, may not, for a one (1) year without written permission from the Commission, accept or solicit employment, either directly or indirectly, from a potential or current License Holder.
4. In the event where a Commission member is found to have a financial relationship with a potential or current License Holder, then the parties involved have an obligation to provide information to the Commission as to the extent of that relationship. If the Commission deems that the extent of the relationship is serious enough to interfere with Commission objectivity, then the Commission will provide written notice to the member to either cease all financial relationship(s) with the potential or current License Holder or resign from the Commission.

7. Player Registration Guidelines

7.1 Player Registration

1. All players must meet the minimum requirement of eighteen (18) years of age.
2. License holders will strive to ensure that all registered players meet the age requirement by demanding that players provide proof of age, including, but not limited to, a credit card number.
3. Rules and guidelines for authorized games must be made readily available to players at all times.

7.2 Player Closeout

1. In the event a player decides to close their account, the License holder must remit payment to player within ten (10) business days.
2. In the event where no activity is recorded on a player's account for a period of ninety (90) days, the License holder will attempt to contact the player regarding their account status.
3. Forced closeout of player accounts shall be taken if no activity has been recorded within one (1) year's time.
4. In the event where a player cannot be contacted/located within the aforementioned time period, then the outstanding balance will be given to the Commission to be dispersed at the Commission's sole discretion.

7.3 Confidentiality of Player Account

1. A License holder or any of its agents, will not disclose, without authorization from the player, any information about their:
 - a. account activity;
 - b. account balance;
 - c. winnings; or
 - d. losses.

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2. Player account information can only be observed, without player authorization, by the Commission in the event where:
 - a. a complaint is made against a player
 - b. any investigation concerning the player is in progress.
3. License Holders must ensure that players who have placed wagers in an authorized game have sufficient funds in their accounts to cover such wagers.

8. Fees

8.1 Gaming Addiction Fund

1. The Commission will establish and contribute to a special fund created to help those players who may suffer from a gambling addiction.
2. This fund will consist of contributions made by the Commission or any License Holder.
3. The fund may make contributions to established and recognized institutions which support the treatment of serious gambling addictions, any other contributions to aid in the treatment of gambling addictions shall be made by the Commission in its sole discretion.
4. Monies collected on behalf of the fund shall not be used to credit player accounts that have lost money due to gaming related activities.

8.2 License Fees

1. The fee for an Interactive Gaming License (only 1 URL) is a monthly fee in the amount of three thousand (\$3,000.00 US) dollars. Additional URL's will be subject to a monthly fee of one thousand (\$1,000.00 US) dollars each.
2. Upon License expiration, each License Holder will be subject to resubmit an Application including all applicable fees.
3. The fee for a Gaming Provider License is a monthly fee in the amount of five thousand (\$5,000.00 US) dollars. Additional URL's will be subject to a monthly fee of one thousand (\$1,000.00 US) dollars each.
4. Applications will not be accepted if not accompanied by the specified application fee.
5. License Holder which has not remitted the monthly License Fee on the due date, may be liable to a late fee of one hundred (100%) percent of the monthly License Fee.
6. Outstanding debts past thirty (30) days may result in immediate suspension of a License until such time as all debts have been settled.
7. Any and all costs incurred by the Commission in collecting fees can and will be charged to the License Holder.

8. Early termination of Licenses shall be subject to a fine in an amount equal to one thousand (\$1,000.00 US) dollars per month of the remaining License term.

8.3 Posting Security

1. All License Holders will be required to post a security with the Commission for the express purpose of guaranteeing the payment of any and all winnings over and above the amount of eight thousand (\$8,000 US) dollars.
2. The Commission recognizes the following forms of security:
 - a. a bond;
 - b. cash deposit;
 - c. certified cheque;
 - d. money order;
 - e. bank draft;
 - f. irrevocable letter of credit.
3. The Commission may vary the amount of the security in its sole discretion, based on the Application submitted and the type of License granted.
4. Security will be posted with any financial institution in the Province of Ontario in Canada.
5. Where the Licensee refuses or fails to pay out prizes to winners, the Commission shall cause the amount submitted as security to be realized upon and shall use the proceeds to pay the prizes to the winners.
6. The Commission shall determine who is entitled to the prizes referred to in this part and its decision is final.

9. Financial Accountability and Audits

1. License Holders are required to keep complete and accurate accounting records of all transactions made by players.
2. Financial records shall be audited by an Accredited Firm on an annual basis.
3. A financial audit report must be submitted to the Commission within ten (10) days of completion by an Accredited Firm.
4. License Holders are required to notify the Commission in writing who they have retained to perform any audits.
5. From time to time, the Commission in its sole discretion may demand a financial statement of a License Holder. License Holder has a maximum time frame of thirty (30) days to submit records to the Commission.
6. In the event where the Commission receives a large number of complaints due to failure of awarding prizes to players, then the Commission may request a financial stability report from the License Holder to prove financial soundness of the organization. Failure to comply within seven (7) days upon receipt of the Commission's notice of Financial Stability may result in a fine in the amount of twenty thousand (\$20,000.00 US) dollars, which is to be remitted to the Commission within thirty (30) days.
7. If any unpaid debts have not been received, by players and the Commission, within sixty (60) days, then the Commission in its sole discretion may suspend or revoke a License until such time as all fees/debts have been repaired.
8. Financial statements must include, but are not limited to:
 - a. profit and loss statement;
 - b. a balance sheet;
 - c. statement of cash flow;
 - d. notes to financial statements;
 - e. auditor's report.
9. All submitted statements must be accompanied by a signed oath of authenticity.

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10. The Commission may, at anytime contact, the auditors for further clarifications and/or verifications without the prior written consent of the License Holder.
11. Every registered License Holder shall keep such financial records as are prescribed by the regulations, with respect to each gaming premises named in the License Holder registration and with respect to each gaming event.

10. Commission Rights for investigation

10.1 Facilitating Investigation

It is a term of registration that every Interactive Gaming License Holder and Gaming Provider License Holder facilitate investigations.

10.2 Inspectors

1. For the purpose of conducting any investigations deemed necessary by the Commission, the Commission may appoint any person(s) considered qualified to fulfill the assigned role in a competent manner.
2. Appointed investigators may be:
 - a. member(s) of the Commission;
 - b. member(s) of the Six Nations Police Service;
 - c. any other person(s) which qualify for the position.

10.3 Inspector Qualifications

1. In the search for a competent and qualified inspector, the Commission may solicit the Six Nations Police Service to locate an acceptable candidate.
2. The Commission may, in its sole discretion, solicit third party investigators that are sufficiently qualified to fulfill the assigned role.

10.4 Inspector Identification

Each Commission appointed inspector shall be issued an identification card certifying that the inspector has met all the Commission requirements in becoming a Commission Inspector.

10.5 Inspector Authority

1. The Inspector is limited to the authority as outlined in the following conditions, save and except with a written directive by the Commission to the Inspector.

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2. Following entrance into a facility, the Inspector has the authority to:
 - a. inspect all equipment where the authorized game(s) are being hosted;
 - b. access all electronic equipment where the authorized game(s) are being run;
 - c. remove any equipment or documents deemed to be in breach of the Law and/or these Regulations;
 - d. duplicate any and all contents, either electronic or materialistic.
3. Operators of the Commission Licensed Facility where all gaming related activities are being run, shall offer all reasonable assistance to the Inspector during any investigation(s), including, but not limited to:
 - a. removal of any equipment;
 - b. duplication of any items, electronic or materialistic;
 - c. information pertinent to License Holder operations.
4. In the event where the Inspector requires that, any equipment and/or documents should be removed from the Licensed Facility to a Commission designated area for further investigation, Inspector shall record all:
 - a. equipment serial numbers;
 - b. equipment description (distinguishing marks, make/model);
 - c. existing visible damage(s);
 - d. document revision numbers, if available;
 - e. document dates, if available.
5. Any equipment or documents, which were removed by the Inspector shall be stored in a secure location under direct control of the Commission until such time as all items have been investigated and the Commission is satisfied as to the outcome of the investigation.
6. Pending the outcome of any investigations, the Commission shall return any and all removed equipment or documents to the Licensed Facility if deemed safe and lawful to resume operations.

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7. The Commission shall have a time frame of sixty (60) days to complete all investigations of any removed items.
8. In the event where removal of any equipment caused damage(s) to the equipment, then the Inspector shall report any and all such damage(s) in written notice to the License Holder, so that the License Holder may assess any damages to the equipment.
9. If the Inspector deems that any damage done to License Holder's equipment appears to be trivial (i.e. scratches), the Inspector is not required to report such incidence(s) to License Holder.
10. In the event any hardware equipment related damage(s) are caused to License Holder's equipment during Inspector ordered removal, then the Commission has an obligation to repair any and all hardware related damages deemed to be of a critical operational nature up to a value, not exceeding five thousand (\$5,000 US) dollars.
11. In the event that the Commission Inspector has not completed the investigation of removed items in the allotted time frame of sixty (60) days, then the Commission, in its sole discretion, may return all equipment and/or documents to the owner or continue to hold all items until the Commission is satisfied that the items will not hinder/breach any part of these Regulations.
12. In the event that the Inspector deems it necessary to require any License Holder produce any further documents regarding License Holder's operation(s), then within ten (10) days upon receipt of written notice, License Holder is required to produce the requested documents.
13. In the event that the Inspector deems it necessary that a Principal, or qualified agent thereof, be present during any investigation(s), then within ten (10) days of written notice, a Principal, or qualified agent thereof, shall be required to appear before the Inspector to answer any and all questions imposed by the Inspector.
14. Under the circumstances surrounding a requirement for Principal appearance before an Inspector, all efforts will be made upon a mutually agreed upon time.
15. Failure to comply with a summons to appear before an Inspector shall result in the suspension or revocation of all Licenses until such time as the Principal, or agent thereof, shall make an appearance before the Inspector.

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16. All testimonies made by any Principal, or agent thereof, shall require a signed oath or solemn affirmation regarding information legitimacy.
17. Any information obtained during the course of any investigation(s) shall be held in strict confidence. Any copied or duplicated documents shall be destroyed and/or returned upon completion of any investigation(s).
18. In the event that the Commission deems it necessary to retain any copied items, the Commission will inform the License Holder by written notice and such permission will not be reasonably withheld.
19. Results of any investigations shall be submitted to the Commission upon completion, the Commission, in its sole discretion, may send the report(s) to the License Holder.

10.6 Facility Entrance with a Warrant

1. In the event where an Inspector deems it necessary to inform the owner of a Licensed Facility prior to entry, the Inspector will inform the owner of the reason(s) for entry.
2. In the event where a warrant is required prior to entry into a Licensed Facility, the appointed Inspector(s) may apply to the Six Nations Council of the Grand River Reserve 40 and 40(a).

10.7 Obstruction

No person shall obstruct an Inspector who is carrying out his/her duties under the direction of the Commission.

10.8 License Holder Operation Investigation

1. In the event that the Commission receives numerous complaints regarding operations conducted by a License Holder, pending the outcome of an investigation, License(s) may be suspended/revoked.
2. In the event that there is an investigation authorized and approved by the Commission against any License Holder, License Holder shall fully comply with any and all directives of the Inspector.
3. A monitoring program may be setup to monitor a License Holder's operation(s) if the Commission deems it necessary providing that written notice is given to the License Holder.

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4. Any requests made by the Commission or its appointed agents to the License Holder must be followed.
5. The Commission may undertake any steps necessary to investigate any claims or breaches
6. Any costs incurred by the Commission during any investigations performed on a License Holder, shall be the responsibility of the License Holder to remit all costs to the Commission within ten (10) days of notice served to a License Holder.
7. In the event that costs are not remitted within the allotted time, the Commission may suspend or revoke any and all License(s) until such time as the costs have been paid.

10.9 Conviction Enforcement

1. In the event that the outcome of any investigation(s) gives evidence to the effect that the Law and/or these Regulations were breached due to the gross negligence of the License Holder, then the License Holder shall forfeit all items associated with the breach.
2. As a result of conviction, the Commission, in its sole discretion, may proceed to, but not limited to:
 - a. liquidate all forfeited items;
 - b. suspend License;
 - c. revoke License;
 - d. cease all service with License Holder;
 - e. impose a fine.
3. All convictions made by the Commission are final and will not be subject to appeal or review.
4. All penalties imposed by the Commission as a result of any convictions are final and will not be subject to appeal or review.

10.10 Written Demand

A demand shall be in writing and shall include a statement of the nature of things required.

10.11 Obligation to Produce

If an Inspector makes a demand under the above section, the person having custody of the things shall produce them to the Inspector.

10.12 Return of things produced

The Inspector shall carry out any reviewing or copying of things with reasonable dispatch, and shall forthwith, after the reviewing or copying them, return the things to the person who produced them.

10.13 Admissibility of copies

A copy certified by an Inspector as a copy made is admissible in evidence to the same extent, and has the same evidentiary value, as the item copied.

10.14 Assistance

An Inspector may call upon any expert for such assistance as he or she considers necessary in carrying out an investigation

11. Notices

1. Any notices which may affect the governance of these Regulations may be submitted via registered mail, fax, messenger service or e-mail to License Holder.
2. Effective dates of any sent notice(s), shall be indicated on the notice.
3. Any and all sent notices shall be addressed to the address set forth in the BIDE.

12. Amendments

The Commission reserves the right to modify any of the terms and conditions of this Agreement.